



REPAIRS AND MAINTENANCE POLICY	
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## OSPREY REPAIRS AND MAINTENANCE POLICY STATEMENT

***Osprey Housing believes that an effective and efficient Repairs and Maintenance Policy is vital to the success of maintaining good quality services for all our Tenants and providing value for money.***

This is encompassed in our Core Values:

- **Ambition and Achievement** – we are a high performing organisation delivering through innovation and challenge
- **Equality and Respect** – we recognise and celebrate the unique value in everyone
- **Quality and Professionalism** – we strive to deliver high standards
- **Agile and Responsive** – we are flexible and quick to deal with change without diminishing our delivery

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## 1. Introduction

This policy outlines our aims, our service standards in relation to delivering repairs and maintenance of our properties and the funding arrangements that are in place to achieve these standards.

We have a legal obligation to keep the structure of our homes in good repair and to maintain them in a wind and watertight condition.

This Policy will be delivered in accordance with Osprey Housings' Core Values.

## 2. Policy Aims

The principal policy aims to:

- Ensure everyone has open and fair access to the service they are entitled to in line with their tenancy agreement and legislation.
- Ensure customers get the right information, at the right time, in an easily understood form.
- Ensure our properties remain at or above the Scottish Social Housing Standards (SHQS) and achieve Energy Efficiency Standards (EESH 2020)
- Provide homes which are safe, healthy and affordable for our Tenants
- Ensure the asset value of the housing stock is maintained or increased
- Involve Tenants in the development of the maintenance service
- Ensure we and our appointed Contractors provide a cost-effective service in a manner that is appropriate to our customers' needs and meets our defined targets
- Achieve high standards of customer service taking into account Tenant feedback
- Have in place a cost plan for the lifetime maintenance and improvement work for our housing stock
- Ensure adequate financial provision for response, cyclical, and planned maintenance and improvement work
- Carry out medical adaptations to meet the particular needs of customers
- Provide information to enable the Board to review and monitor the performance of the service.

## 3. Policy Principles

### 3.1 Response Repairs

#### 3.1.1 Reporting Faults

Tenants may inform Osprey that a repair to a fault is required by any form of communication, including in person, by telephone, email, SMS, social media, or using

the Osprey Tenant Portal. An emergency repairs service is provided to deal with emergencies that arise outside office hours.

Dependant on the information received either a Work Order will be issued to an appropriate Contractor, or a Pre-Inspection will be requested for an Asset Management Officer to inspect.

Appointments will be made directly between the Contractor and the Tenant, in accordance with the repairs category and required response times. Appointments will be arranged on a half-day or better time basis.

### **3.3.2 Repair Pre-Inspection**

Faults will be pre-inspected:

- Where the fault is potentially complex, significant or expected to cost more than £500
- To allow more detailed information to be collected to allow an effective instruction to be issued to the Contractor
- The fault is recurring.

### **3.3.3 Post Inspections**

Upon completion of the works, 10% of repairs will be post inspected for quality prior to payment of the works.

The following criteria will be used for selecting such Post Inspections:

- Where the cost of the repair is up to £500 – 10%
- Where the cost of the repair is between £501 to £3,000 – 20%
- Where the cost of the repair is above £3,001 – 80%
- All Capital works will be Post Inspected
- Where the Tenant has not been satisfied with the quality of the works
- Where the fault has been recurring.

### **3.3.4 Response Times**

Osprey will endeavour to respond to requests for repairs within the following timescales:

Timescales are indicative and are dependent on the factors such as, the circumstances of the Tenant, the scope of the works, the weather conditions, etc.

Overall response times include the Pre-Inspection of the fault, if that is required.

### ***Emergency Repairs***

#### **Emergency – 4 Hrs (to make the issue Safe)**

Emergency repairs are repairs that are necessary to prevent: serious damage to the building, a danger to health, a risk serious of loss or damage to the occupier's property, or a loss of a major resource.

A Contractor will be required to attend and make safe the fault within 4 hours of the fault being reported. If it is not possible to complete a permanent repair at the first attendance the Contractor will contact Osprey to explain the position. An additional Work Order will be raised for the subsequent works.

### ***Non-Emergency Repairs***

Non-Emergency repairs are reactive repair work which falls outside the category of an Emergency Repair. This includes Very Urgent, Urgent, Routine.

#### **Very Urgent – 24 Hrs**

Where the issue is causing some inconvenience to the Tenant.

#### **Urgent – 3 Working Days**

Where the issue is causing some inconvenience to the Tenant.

#### **Routine – 15 Working Days**

Normal day to day repairs.

### ***Void Repairs***

#### **Normal Void Repairs – 15 Working Days**

Normal void repairs.

#### **Major Improvements/Modernisation – Duration to be agreed with Osprey**

Where capital works are carried out during the Void period. Duration will be dependent on type and scale, to be agreed with Osprey.

#### **Major Works – Duration to be agreed with Osprey**

Where major works are identified within the property. Examples would be structural damage, exposed asbestos, needle sweep or hygiene clean identified prior to normal void works commencing.

Appendix 2 sets out which typical faults which fall into each category.

### **3.3.5 Right to Repair**

Certain qualifying repairs (see Appendix 3) fall under the terms of 'Right to Repair' Regulations. Where these arise Tenants will be told of their right to have the repair undertaken within the given timescales, or if this timescale is not achieved, to instruct another Contractor (name & contact details provided by Osprey) to undertake the work up to the value of £350.

If the repair is not completed within the required timescales, Tenants will be entitled to compensation of £15 plus £3 for every working day over the maximum period until the repair is completed – up to a maximum of £100.

### **3.3.6 No Access**

If a Contractor attends a property at a pre-arranged date and time to carry out a repair and cannot gain access, they will leave a postcard giving their contact details and asking the Tenant to get in touch with them to rearrange access. If access is not achieved on the second pre-arranged time the Contractor will advise Osprey, who will cancel the order and advise the Tenant that if they still wish the repair to be carried out, they will need to contact Osprey again. The costs incurred by Osprey for a second abortive attendance may be recharged to the Tenant, this will also incur an administrative cost in line with our Recharge Policy.

Where the repair reported has a potential health and safety implication or risks the overall structure of the property and no access is granted, Osprey reserve the right to exercise gaining access in line with the SST.

Where access is required for legislative elements, such as Gas Servicing or EICR compliance, Housing and Asset Officers will attend the property to try to arrange access. If prearranged visits for servicing are not adhered to, we reserve the right to recharge the no access visit to the tenant. Legislative and compliance elements will follow the access procedure, and if no access is given Osprey will implement forced entry to maintain health and safety requirements.

### **3.3.7 Division of Responsibilities**

Osprey recognises that it is important to be clear about which repairs it is responsible for, and those that are the responsibility of the Tenant. Appendix 1 provides examples. This table is not exhaustive and is intended only as a guide.

### **3.3.8 Void Repairs**

Osprey aims to have void properties checked, repaired as necessary and made available for relet as quickly as possible to minimise void rent loss. Osprey will ensure that all properties are Safe, Secure and meet the Osprey Housing's lettable Standard before they are relet.

Void properties will be managed in line with our Void Management Policy and procedure.

### **3.3.9 New Build Defects**

Repair requests for new build properties should be reported and will be managed in the same manner as repairs that arise for existing properties. This work may be categorised as a defect and/or remedial works and the repair may be completed by the developer who constructed the property. The process will be managed by Osprey

and the time to resolve each issue will be done inline with the timescales noted within this policy.

New build properties can experience issues that arise as a result of settlement and shrinkage which is commonly resolved as part of the defects review process. This is generally completed at either 1 year or 2 years after construction completion. The process will again be managed by Osprey with the works completed by the developer who constructed the property.

### **3.3.10 Tenant Repair Satisfaction**

Osprey will carry out Repairs and Maintenance Satisfaction Surveys on an ongoing basis. These surveys will provide Tenant's with the opportunity to easily express their view on their level of satisfaction with the service. The outcome of these surveys will be reported to Housing Committee and the Board.

## **3.2 Planned Works**

### **3.2.1 Safety Servicing and Inspections**

Osprey will ensure that safety servicing and inspections are carried out to all properties and blocks as required. This will include:

<b>Item</b>	<b>Timescale</b>
Asbestos	As assessed
Electrical systems (EICR)	5 Yearly
Emergency lighting	Twice annually
Fire/Smoke and CO detectors	Annually
Fire detection systems	Annually
Firefighting equipment where present	Annually
Gas boilers and appliances	Annually
Oil boilers	Annually
Air Source Heating systems	Annually
Open fires	Annually
Playgrounds	Monthly
Smoke ventilation systems	Twice annually
Warden call systems	Annually
White goods owned by Osprey Housing (PAT)	3 Yearly

### **3.2.2 Gas Servicing**

Gas services will be scheduled using the 'anniversary date' system, preserving the existing expiry date of the safety check record.

The gas servicing will be managed by a specific servicing contract with the data managed by that contract to ensure 100% compliance with gas safety regulatory requirements.



### 3.2.2 Landscaping and Playgrounds

Osprey Housing will ensure that landscaped areas, playgrounds, and public open spaces areas under its ownership are adequately maintained throughout the year. The open space maintenance will be under ongoing review for contractor performance and tendered three yearly to ensure value for money.

### 3.2.3 Cyclical Painterwork

Osprey Housing will maintain the external painterwork at its properties, recognising that the recurrence of the maintenance cycle will be dependent on influences such as: location, nature and condition of underlying material, previous maintenance, usage, etc.

Items included are the external of windows, doors, and timber cladding, fascia, cast iron rainwater goods, hand railings. Fencing is excluded.

### 3.2.4 Major Components

Osprey Housing will maintain the major components within its stock to ensure that the value of this stock is maintained or increased and to ensure that it meets its regulatory requirements such as: The Scottish Housing Quality Standard (SHQS).

Major components include:

- Bathrooms
- External Doors
- Heating appliances
- Heating systems
- Kitchens
- Roofs
- Windows

To facilitate this, we will carry out ongoing stock condition assessments all properties to recognise the actual condition of these major components. From this information we will update the Life Cycle Costing (LCC) database which indicates the programs of works and associated costs necessary to achieve the requirements and our own Standards.

The programs and costs will be based on standard life cycle assumptions and costs obtained from historical works and other local sources and will be reviewed annually to ensure their accuracy. Current life cycle assumptions below:

Air Source Heat Pump	18 Years
Bathroom	25
Boiler - Gas	15
Boiler - Oil	20
Doors	25

Heating	30
Kitchen	20
Roof	100
Windows 25 (Pre 2010)	25
Windows 30 (From 2010)	30

### 3.2.5 Medical Adaptations

Osprey recognises that over time the housing needs of our Tenants may change due to their changing abilities. Osprey is committed to assisting with the provision of adaptations to properties where tenant needs have been identified.

To ensure all such adaptations are suitable and effective and can, where necessary, receive support funding, they must be supported by a written recommendation from an appropriate qualified Medical Practitioner (Occupational therapist, Doctor, etc.)

In exceptional circumstances we may refuse to carry out or delay the installation of an adaptation. This may be because:

- The adaptation is not reasonably feasible or has the potential to negatively impact the property
- The adaptation would jeopardise the ability to let the property to future tenants.
- The property is unlikely to remain suitable for the Tenant.
- Funding is not available.

In all requests, there will be a presumption against the approval of the installation of a level-access/wet-room at first floor level. This is owed primarily to the level of disruption this can cause to the property and indeed the associated cost. Each request will be assessed on its own merit, however, where this adaptation is requested, a housing option review should first be undertaken to establish if another property may prove more suitable for the tenant.

In cases where we cannot support the recommendation, we will give a full written response to the medical practitioners and ensure the tenant receives a referral to the housing support team for housing options support.

Osprey Housing will carry adaptations costing less than £300 without a written recommendation or funding.

### 3.2.6 Asbestos

Osprey Housing will maintain a record of all properties which contain asbestos. The record will contain details of the location, type and condition of the Asbestos. Any Contractor instructed to carry out work to near to the Asbestos in such a property will be provided with this information before work proceeds.

Work which impacts on any Asbestos product will not be allowed without a full risk assessment being carried out by a registered contractor.

### **3.2.7 Mould and Dampness**

Osprey Housing will address all reports from Tenants of mould or general dampness within their homes promptly. We will inspect each property to diagnose the likely causes and will take actions we consider appropriate to the individual circumstances. We will ensure effective communication and aftercare and proactively provide information to our Tenants to help them reduce the occurrence of mould.

We will keep a record of all reports of damp and mould in HomeMaster. The outcome of property inspections will be recorded and all tenants will be issued with our tenant advice information.

### **3.3 Record Keeping and Performance Monitoring and Reporting**

Osprey Housing will maintain accurate records of all repairs, works, inspections, services, etc. to ensure that it provides an effective service to its complete stock without duplication of work.

Osprey Housing will monitor its own performance and that of its Contractors, to ensure that defined targets are met, and the DoA will report on such matters to Senior Leadership Team and to appropriate Committees.

### **3.4 Procurement of Services**

Instruction of contracts or tenders will only proceed where there is sufficient allocated budget.

Members of staff will only instruct work up to the level of their authority, as contained in the Schedule of Delegated Authority.

The levels at which Tenders, Quotations are obtained are defined within the Procurement Strategy and Policy.

Osprey Housing will comply with all current procurement legislation.

### **3.5 Tenant Satisfaction**

Osprey will provide its Tenants with a formal way to provide feedback on all of the property services it provides. This will be in the form of:

- Telephone, on line and postal based surveys for reactive repairs
- Survey questionnaires following each program of planned works
- Full customer satisfaction surveys carried out a minimum of every 3 years.
- Where a Tenant expresses dissatisfaction with a service provided this will be investigated.

The outcome of all such surveys will be reported to SLT and to the Board.

### **3.6 Tenant Involvement**

Tenants will be given advance notice of cyclical and planned maintenance work. Wherever possible they will be consulted on the works and given appropriate choices e.g. in the colour of a new kitchen. On completion of works Tenants views will be sought via a Tenant satisfaction survey.

Tenants' views will be sought on the contents of this policy and associated policies, standards, etc.

### **3.7 Tenant Alterations or Improvements**

Tenants have the right under the Housing (Scotland) Act 2001 to carry out approved alterations and improvements to their home. Tenants must seek written approval from Osprey Housing before carrying out such work.

- Approval requests will be responded to within 20 working days of receipt.
- Approval will not be unduly withheld provided that the quality of the materials and the workmanship is anticipated to be of sufficient quality.
- Significant alterations will be inspected by Asset Officers upon completion of the works to ensure they do not detract from the value or safety of the property.

### **3.8 Right to Compensation for Improvements**

At the end of their tenancy Tenants have the right to receive compensation for certain approved improvements that they have carried out to their homes. This is a legal requirement of the Housing (Scotland) Act 2001. Compensation is based on the likely cost that Osprey would have incurred to replace the item had it done so, depreciated over the anticipated life of the item.

### **3.9 Sustainability**

The Objectives of Osprey's Sustainability Strategy are to:

- Improve the energy efficiency of our homes
- Minimise our Tenants 'running costs'
- Reduce, reuse and recycle waste produced across the organisation and reduce our operational carbon footprint
- Improve the climate resilience of our homes and our operations
- Remain committed to the prevention of pollution
- Promote biodiversity
- Strive to promote and procure sustainable technologies and products, materials and contractor services
- Ensure water is used efficiently within the organisation and support our Tenants to do the same
- Ensure compliance with legal and other requirements and sign up to other relevant environmental standards

- Engage our stakeholders and form partnerships to promote positive environmental practice
- Continue to reflect on what we, as a progressive organisation, can contribute to the sustainability challenge

The above Strategic Objectives will therefore be considered when actioning this Policy.

### **3.10 Funding**

Through production of its Life Cycle Costings database, its resultant cost predictions and the collection of other costs, Osprey will ensure sufficient funds are available to maintain its properties to the required standards.

Actual spend against individual budgets will be monitored on a monthly basis and will be reported on to SLT and to the appropriate Committees and the Board.

## **4 Equality and Diversity**

Osprey Housing is committed to ensuring and promoting diversity and equality of opportunity in housing, employment and provision of services for all people within its range of work. Osprey will treat all people equally and in accordance with the Equality & Diversity Policy.

## **5 Monitoring and Reporting**

The following areas will be subject to monitoring on a continuing basis:

- i. Outcomes expected from the Scottish Social Housing Charter
  - a. Charter outcome 4: Housing quality and maintenance
  - b. Charter outcome 5: Repairs, maintenance and improvement
- ii. Risk management – Strategic risk matrix and Key Performance Indicators
- iii. Training and information for staff

## **6 Review**

This policy will be reviewed every 3 years unless the following criteria dictate that it would be best practise to review sooner:

- i. applicable legislation, rules, regulations and guidance, both those which affect Osprey Housing directly and those which affect the resources available to significant numbers of our customers to enable them to sustain tenancies
- ii. changes in the organisation
- iii. continued best practice

## **7 Other Related Documents**

- Alteration and Improvements Policy
- Asset Management Strategy
- Complaints Policy
- Equality & Diversity Policy
- Procurement Policy
- Rechargeable Repairs Policy
- Schedule of Delegated Authority
- Sustainability Strategy
- Tenant Participation Strategy
- Void Management Policy

## Appendix 1 – Division of Responsibilities

REPAIR	LANDLORD	TENANT	
Alteration or improvement that you wish to carry out		x	Permission required before installation
Bath	x		
Bathroom and Kitchen tiles/panel	x		
Ceilings and walls (cracks etc.)	x		
Central heating pipes, programmer, thermostats and pumps	x		
Chimney sweeping	x		Unless appliance was installed by Tenant.
Chimney, flue, pots and cowls	x		Unless appliance was installed by Tenant.
Clothes lines, cords and props		x	
Clothes poles and rotary driers (provided by us)	x		
Communal area fittings (lighting, alarms etc.)	x		
Damage caused by others because of the actions or inactions of the Tenant.		x	Tenant will be recharged for remedial work.
Damage caused deliberately, by neglect or through misuse to any item.		x	Tenant will be recharged for remedial work.
Decoration – external	x		
Decoration – internal		x	
Door alteration to accommodate floor covering		x	Except on 'New Build' properties
Door bells (provided by us)	x		
Door closers	x		
Door draught excluders (external doors only)	x		
Door locks and handles	x		
Door numbers	x	x	Tenants can only fit adhesive items
Door stoppers	x		
Door security chains	x		Original fitted be us
Drains – Main – serving more than 1 property	x		Scottish Water
Drains – within the property		x	Tenant will be recharged for blockages caused by them
Electric Light – Bathroom LED unit	x		
Electric Light – bulbs		x	
Electric Light – external – bulb	x		
Electric Light – external – fitting	x		
Electric Light – fittings (fitted by you)		x	Tenant will be recharged

REPAIR	LANDLORD	TENANT	
Electric Light – fittings (provided by us)	x		
Electric Light – switches (fitted by you)		x	Tenant will be recharged
Electric Light – switches (provided by us)	x		
Electric Socket – fitting (fitted by you)		x	Tenant will be recharged
Electric Socket – fitting (provided by us)	x		
Electrical – system	x		
Electrical – system tripped by appliance		x	Tenant will be recharged
Entrance steps	x		
Extractor Fans	x		To be cleaned regularly by Tenant
Fencing (provided by us)	x		
Fire and CO detectors	x		Checked by Tenant
Fire fronts, grates and ash pans	x		
Floor covering in wet rooms	x		
Floor coverings (carpets, vinyl, laminate)		x	Laminate requires permission.
Floor structure	x		
Garages (provided by us)	x		
Gas oven capping	x		Will be recharged to Tenant
Heating – annual servicing	x		Tenant will be recharged if access is not provided
Heating – boiler, radiator or system faults	x		
Heating – failure, fault or damage caused by no fuel		x	Tenant will be recharged
Heating – setting thermostats		x	
Heating – setting timeclock		x	
Hot water supply and storage tank	x		
Immersion heater	x		
Insurance – buildings	x		
Insurance – contents		x	
Kitchen unit doors (damaged by misuse)		x	Tenant will be recharged
Kitchen units, doors, sink and drainer	x		
Kitchen worktops (damaged by you)		x	Tenant will be recharged
Kitchen worktops (faulty)	x		
Lost keys		x	
Meter box doors (damaged by neglect)		x	Tenant will be recharged
Mould – caused by excess condensation, or inadequate use of ventilation or heating		x	Tenant may be recharged
Mould – caused by water penetration, or poor ventilation or heating system	x		



REPAIR	LANDLORD	TENANT	
Outside walls	x		
Paths (provided by us)	x		
Pest control		x	
Pest control – bees or wasps within the structure	x		
Plugs and chains		x	
Rainwater pipes and gutters	x		
Roof structure and covering	x		
Sheds, garages and fences (provided by you)		x	
Shower curtain		x	
Shower hoses and heads		x	
Shower unit or screen (fitted by you)		x	
Shower unit or screen (provided by us)	x		
Staircases	x		
Telephone socket		x	Service provider
Telephone socket extensions (fitted by you)		x	
Tile Grouting – Cosmetic		x	
Toilet cistern	x		
Toilet seat		x	
TV aerial		x	
TV aerial additional outlets fitted by you		x	
TV aerial outlets (provided by us)	x		
TV Satellite dishes (fitted by you)		x	Permission is required before installation
TV Satellite system (provided by us)	x		
Utility Meters – Gas and Electricity		x	Meters are owned by the Utility Companies and are their responsibility.
Vandalism if caused by Tenant's actions or inactions.		x	
Vandalism if Crime Reference No. is provided	x		
Wash hand basin	x		
Washing machine flexible fill and waste pipes		x	
Water damage caused by misuse of shower or appliance		x	
Water supply and storage tank	x		
White goods (provided by us)	x		
Window frames	x		
Window glazing units (broken by you or others)		x	
Window glazing units (faulty)	x		
Window ironmongery	x		
Window sills	x		

REPAIR	LANDLORD	TENANT	
Windows lubrication of moving parts		x	

## **Appendix 2**

### **Examples of Typical Repair Categories**

#### **Emergency – within 4 hours response**

An Emergency repair is our most serious category of repair. We define an emergency as a situation where there is a risk of personal injury, severe damage to property, or total loss of a resource. We will attend to emergencies within 4 hours of receiving your call, assuming repair work can be carried out safely. Additional follow-on works may be required, which will be categorised as Non-Emergency.

Examples of an Emergency are: a large water leak, a blocked WC (where there is only 1 WC in the property), complete electrical power failure, bare live electrical wiring, overflowing drains, being locked out of a property.

We will try to attend total heating failures within the same day, depending on a Tenants' particular needs.

#### **Non-Emergency – Very Urgent – within 24 hours response**

Very Urgent repairs are required for faults that have the potential to cause further damage to a property or cause major inconvenience to Tenant or others.

Examples of Very Urgent faults are: a complete loss of hot water, a blocked main drain, a partial loss of electrical power.

#### **Non-Emergency – Urgent – repair within 3 working days**

Urgent repairs are required when there is no risk to the health and safety of a resident, but the fault is likely to cause a serious nuisance.

Examples of urgent faults are: a faulty external door lock, blocked waste pipes, unsafe and damaged handrails or stair treads, leaking pipes, rotted floorboards.

#### **Non-Emergency – Routine – repair within 15 working day**

Routine repairs are the most common type of repair work that we will carry out. Most general, day to day faults will fall into this category.

Examples of routine faults are: cracks in a wall, gutter cleaning, dripping tap, faulty internal door lock, faulty kitchen units.

## **Appendix 3**

### **Right to Repair**

#### Housing (Scotland) Act 2001

From 30 September 2002, under the Housing (Scotland) Act 2001, Scottish secure Tenants and short Scottish secure Tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

The scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs. They include:

- unsafe power or lighting sockets or electrical fittings
- loss or part loss of electric power
- loss or part loss of gas supply
- a blocked flue to an open fire or boiler
- external windows, doors or locks which are not secure
- loss or part loss of space or water heating if no alternative heating is available
- toilets which do not flush (if there is no other toilet in the house)
- blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house)
- a blocked sink, bath or basin
- loss or part loss of water supply
- significant leaking or flooding from a water or heating pipe, tank or cistern
- unsafe rotten timber flooring or stair treads
- unsafe access to a path or step
- loose or detached bannisters or handrails
- a broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.

Your landlord will be able to tell you if a repair you need is included in the scheme.

They will also let you know:

- the maximum time the repair must be done in
- how they deal with repairs that are not covered by the scheme.

#### ***What happens when I report a repair?***

When you report a repair, your landlord will let you know whether it is their responsibility and whether it is a qualifying repair under the Right to Repair scheme. Your landlord may need to inspect your home to find out whether the repair is a qualifying repair or not.

#### ***If the repair does qualify under the scheme, your landlord will:***

- tell you the maximum time allowed to carry out the repair
- tell you the last day of that period
- explain your rights under the Right to Repair scheme

- give you the name, address and phone number of their usual contractor and at least one other contractor from a list
- make arrangements with you to get into your home to carry out the repair.

***How long does my landlord have to carry out the repair?***

Repair times depend on the type of repair.

If your toilet is not flushing, your landlord usually has one working day to come and repair it. But they have three working days to mend a loose banister rail and seven working days to mend a broken extractor fan in your bathroom or kitchen. These times are set by law, not by your landlord.

Sometimes there may be circumstances which your landlord or the contractor has no control over which make it impossible to do the repair within the maximum time (for example, severe weather). In these circumstances your landlord may need to make temporary arrangements and to extend the maximum time. If they are going to do this, they must let you know.

***What happens if the work is not done in time?***

If your landlord's usual contractor does not start the qualifying repair within the time limit set, you can tell another contractor from the landlord's list to carry out the repair. You cannot use a contractor who is not on your landlord's list. The other contractor will then tell your landlord that you have asked them to carry out the repair. The landlord will then pay you £15 compensation for the inconvenience. If your landlord's main contractor has started but not completed the repair within the maximum time, you will also be entitled to £15 compensation.

***How long does the other contractor have to complete the repair?***

The other contractor has the same length of time to carry out the repair as the landlord's main contractor. If they do not carry out the repair within the time limit set, you will be entitled to another £3 compensation for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100 for any one repair.

***What if there is no other contractor available?***

In this case, your landlord's main contractor will carry out the repair, but you will still be entitled to the £15 compensation payment.

***What happens if I am out when the contractor calls to carry out the inspection or repair?***

If the contractor cannot get into your home at the time you have agreed with your landlord, your right to repair will be cancelled. You will then have to re-apply and start the process again.

***Who pays for the repair?***

The landlord pays for the repair. If you have told another contractor to carry out the repair, the contractor should send the bill direct to the landlord.

***How can I find out more?***

Contact your landlord or the Scottish Executive Development Department at:

Housing 2:3

Area 1-G

Victoria Quay

Edinburgh

EH6 6QQ

email: [housing.information@scotland.gsi.gov.uk](mailto:housing.information@scotland.gsi.gov.uk)

Phone: 0131 244 2105

Alternative formats and community language versions of this leaflet are available on request from the Scottish Executive, Housing 2:3, Area 1-G, Victoria Quay, Edinburgh EH6 6QQ

Tel: 0131 244 2105. The leaflet can also be viewed on the Scottish Executive website at <http://www.scotland.gov.uk>

## Appendix 4

<b>Osprey Housing</b> <b>Equality Impact Assessment Tool</b> <b>PLEASE READ THE GUIDANCE FOR COMPLETION:</b> <a href="#">Equality Impact Assessment Guidance.doc</a>			
<b>Name of the policy / project proposal to be assessed</b>	Repairs and Maintenance Policy AM 4.3	<b>Is this a new policy / proposal or a revision?</b>	Revision
<b>Person(s) responsible for the assessment</b>	DAO		
<b>3. What outcomes are wanted from this policy/proposal? (e.g. the benefits to customers)</b>	We aim to provide a prompt and efficient service that aims to get repairs completed in one visit wherever possible and for all jobs to meet the timescales set out within the policy required by the Scottish Housing Regulator. In addition to this we also want to minimise void loss through well managed void works as well as providing a cost effective service		
<b>4. Which protected characteristics could be affected by the proposal? (tick all that apply)</b> Age <input checked="" type="checkbox"/> Disability <input checked="" type="checkbox"/> Marriage & Civil Partnership <input checked="" type="checkbox"/> Race <input checked="" type="checkbox"/> Pregnancy/Maternity <input checked="" type="checkbox"/> Religion or Belief <input checked="" type="checkbox"/> Sex <input checked="" type="checkbox"/> Gender Reassignment <input checked="" type="checkbox"/> Sexual Orientation <input checked="" type="checkbox"/>			

<p><b>5.</b> If the policy / proposal is not relevant to any of the <b>protected characteristics</b> listed in part 4, state why and end the process here.</p> <p>The policy aims to ensure that all tenants can receive an equal level of service in terms of repairs. This includes ensuring that the needs of all tenants are factored in when arranging a repair and making it as accessible as possible for tenants to report a repair. Through implementation of the policy, we will support and assist people to ensure that their repairs are dealt with within the time scales set out and they receive the support, if needed, to undertake actions normally expected from tenants but that they are not able to do themselves.</p>		
<p><b>6.</b> Describe the <b>likely positive or negative impact(s)</b> the policy/proposal could have on the groups identified in part 4</p>	Positive impact(s)	Negative impact(s)
	Maintain a fair system of providing repairs and maintenance to our tenant properties	
<p><b>7.</b> What <b>actions</b> are <b>required</b> to address the impacts arising from this assessment? <i>(This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).</i></p>	<p>Having a clear understanding of the groups of tenants that are impacted, we can target individual tenants and give additional engagement and support as required.</p> <p>Tenant Communication - changes to service charges will significantly impact tenants. Managing expectations and effective communication is vital.</p> <p>We will communicate with tenants in ways that match any specific needs (i.e. larger font in letters/emails, access to translators on request, etc.)</p>	

Signed: Clare Ruxton (Job title): Director of Corporate Services

Date the Equality Impact Assessment was completed: 10 February 2025