

## To All Tenants with Scottish Secure Tenancies

Our Ref: M/Gen

November 2020

Dear Tenant(s)

### **HOUSING (SCOTLAND) ACT 2001**

The main purpose of this letter is to explain two rights introduced in the above Act, the Right to Repair and the Right to Compensation for Improvements.

#### **Right to Repair**

Enclosed at Appendix A you will find a “List of Qualifying Repairs”. This corresponds with the schedule of qualifying repairs in the Right to Repair Housing (Scotland) Act 2001.

You will notice that a maximum time in days has been allocated to each repair. Only the repairs defined on this list are qualifying repairs. All these repairs will normally have a value of less than £350.

When you report a repair you will be told:

- If the repair is a qualifying repair.
- The date by which the repair will be completed.
- Which contractor has been allocated the work.
- What your rights are under the Right to Repair scheme.

The time period for each repair is set by law, and cannot be varied except in exceptional circumstances, such as severe weather conditions; or if parts require to be ordered to complete the repair; or if further work is required to enable the repair to be completed. In the event that the work is delayed for either reason, the tenant will be informed of a new completion date.

If the nominated contractor does not **start** the work within the allotted time, you may select a second nominated contractor from the Association’s Contractors Framework.

You may be due compensation (subject to certain circumstances-see above) if:

- The original contractor has not started work within the allotted time.
- The original contractor has started, but not completed the work, within the allotted time and no extension of original completion time has been notified.
- The second contractor has not completed the work within the allotted time.

*Continued overleaf/...*

When you nominate the second contractor, they must contact us to confirm the new arrangements. You will then be advised of the new completion date of the work.

If you fail to fulfil any appointments with a contractor to carry out the works, the whole process must begin again.

### **The Right to Compensation for Improvements**

You will also find enclosed Appendix B headed "Schedule of Qualifying Improvements". This list details the improvements that may qualify for compensation.

The main points to consider before applying for compensation are as follows:

- You must apply in writing to the Association and obtain permission to carry out any improvement.
- In the event of permission to carry out an improvement being refused, you have the right to appeal to the sheriff court.
- To be considered for compensation you must apply in the period 28 days before your tenancy ends and no later than 21 days after your tenancy ends.
- You must be able to provide evidence of the cost of the improvement and the date the improvement was started and completed.
- The maximum amount that can be paid is £4,000 and, if the amount of compensation would be less than £100, no compensation will be paid.
- The amount of compensation paid will be based on the original cost of the improvement, the amount of years since the work was completed and the nominal life of the improvement.

If you have any further queries, please do not hesitate to contact me.

Yours sincerely

*Angus MacLennan*

**Angus MacLennan**  
**TECHNICAL MANAGER**

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**LIST OF QUALIFYING REPAIRS AND THE MAXIMUM TIME FOR COMPLETION**

<b>DEFECT</b>	<b>MAXIMUM PERIOD IN WORKING DAYS FROM DATE IMMEDIATELY FOLLOWING THE DATE OF NOTIFICATION OF QUALIFYING REPAIR OR INSPECTION</b>
Blocked flue to open fire or boiler	1 day
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1 day
Blocked sink, bath or drain	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days
Insecure external window, door or lock	1 day
Unsafe access path or step	1 day
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of space or water heating where no alternative heating is available	1 day
Toilet not flushing where there is no other toilet in the house	1 day
Unsafe power or lighting socket or electrical fitting	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister or hand rail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in internal kitchen or bathroom not working where no other means of ventilation exists	7 days

*Continued overleaf/ .....*

**LIST OF IMPROVEMENTS WHICH COMPENSATION MAY BE CLAIMED FOR**

You can only claim compensation for certain improvements which were started on or after 30 September 2002. These include installing, replacing or fitting:

- a bath or shower;
  - cavity wall insulation;
  - sound insulation;
  - double glazing, replacing external windows or fitting secondary glazing;
  - draught-proofing external doors or windows;
  - pipes, water tanks or cylinders;
  - a kitchen sink;
  - loft insulation;
  - rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors);
  - security measures other than burglar alarms;
  - space or water heating;
  - storage cupboards in a bathroom or kitchen;
  - thermostatic radiator valves;
  - a hand-wash basin;
  - a toilet;
  - a work surface for preparing food; and
  - mechanical ventilation in bathrooms and kitchens.
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