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Policy Name	Satellite Dish Policy
Policy Author	Deputy Director
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West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.



HAPPY TO TRANSLATE

Registered with the Scottish Housing Regulator No. 203
Registered Charity No. SCO38737, VAT Registration No. 180223636
Registered society under the Co-operative and Community Benefit Societies Act 2014

1. Introduction

The Housing (Scotland) Act 2001 which came into effect on the 30th September 2002, gave all Scottish secure tenants the statutory right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

2. Qualifying Repairs

The scheme covers certain qualifying repairs up to the value of £350 and gives timescales for completion:

Repair	Completion
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, cisterns	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	7 Days

These times are set by law, not by WWHC.

3. Procedure

When a repair is reported, WWHC will advise the tenant whether it is a qualifying repair under the Right to Repair scheme. WWHC may need to pre-inspect the repair to establish whether the repair is a qualifying repair or not.

3.1 When a qualifying repair is reported, WWHC will advise the tenant of:

- the maximum time allowed to carry out the repair
- the last day that the repair can be carried out within the legal timescale
- rights under the Right to Repair scheme
- the name, address and phone number of our usual contractor and details for at least one other contractor

3.2 Access arrangements will be agreed with the tenant. If the contractor does not get access at the time agreed, the right to repair will be cancelled. The process can be restarted with new access arrangements.

3.3 The tenant will be advised that if the repair has not been started on the last day, they may contact another contractor from the approved contractor details provided. Tenants cannot choose a contractor who is not on this list.

3.4 If the main contractor has started but not completed the repair within the maximum time, the tenant will be entitled to £15 compensation.

3.5 When an alternative contractor is instructed by the tenant and advises WWHC that they will carry out the repair, WWHC will pay £15 compensation to the tenant.

3.6 The alternative contractor has the same timescale as the original contractor, from the date of instruction.

3.7 If they do not complete the repair within the time limit, WWHC will compensate the tenant £3 for each working day until the repair has been completed.

3.8 The maximum amount of compensation is £100 for any one repair.

3.9 If **there is no other contractor available, the original** contractor will carry out the repair. The tenant will still be entitled to the £15 compensation.

4. Administration

- 4.1 When raising a qualifying repair WWHC will inform the contractor of the tenant's Right to Repair, the timescales required and the access arrangements.
- 4.2 If the contractor cannot complete the repair they must inform WWHC immediately. WWHC will ensure that the tenant is kept informed.
- 4.3 If the timescale is not met and the tenant instructs the alternative contractor, the alternative contractor should invoice WWHC.

5. Exceptional Circumstances

In exceptional circumstances where the main contractor cannot complete the repair within the arranged timescales for reasons out with their control (eg unusual materials required or severe weather) alternative arrangements can be made. In such circumstances WWHC can extend the timescale and will inform the tenant of these changes.

6. Equalities

We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

7. Review

This policy will be reviewed 3 yearly or sooner if required by legislative or regulatory changes.