
STATUTORY INSTRUMENTS

1994 No. 1046 (S. 54)

HOUSING, SCOTLAND

The Secure Tenants (Right to Repair) (Scotland) Regulations 1994

<i>Made</i>	- - - -	<i>6th April 1994</i>
<i>Laid before Parliament</i>		<i>20th April 1994</i>
<i>Coming into force</i>	- -	<i>1st October 1994</i>

The Secretary of State for Scotland, in exercise of the powers conferred on him by sections 60 and 338 of the Housing (Scotland) Act 1987((1)) and of all other powers enabling him in that behalf, hereby makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Secure Tenants (Right to Repair) (Scotland) Regulations 1994 and shall come into force on 1st October 1994.

Interpretation

2.—(1) In these Regulations—

“landlord” means a person prescribed in regulation 4;

“maximum time” means the time prescribed in regulation 9 and the Schedule;

“qualifying repair” means a repair prescribed as such in regulation 5 and the Schedule;

“working day” means a day which is not a public holiday, a Saturday or a Sunday.

(2) In these Regulations any reference to a numbered regulation or to the Schedule is a reference respectively to a regulation bearing that number in or to the Schedule to these Regulations.

Entitlement

3.—(1) A secure tenant of a landlord shall be entitled to have a qualifying repair carried out to the house of which he is such a tenant, subject to and in accordance with these Regulations.

(1) 1987 c. 26; section 60 was substituted by section 146 of the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28); section 338 contains a definition of “prescribed” relevant to the exercise of the statutory powers under which these Regulations are made.

(2) In respect of any single qualifying repair the landlord shall pay for the work so carried out up to a maximum of £250.

Landlord

4. A landlord is—
- (a) an islands or district council, or a joint board or joint committee of an islands or district council or the common good of an islands or district council, or any trust under the control of an islands or district council; or
 - (b) a regional council, or a joint board or joint committee of 2 or more regional councils, or any trust under the control of a regional council; or
 - (c) a development corporation (including an urban development corporation); or
 - (d) Scottish Homes.

Qualifying repair

5. A qualifying repair is a repair of a house which is a repair of a defect specified in column 1 of the Schedule and is the responsibility of the landlord.

List of contractors

6. A landlord shall maintain a list of contractors prepared to carry out qualifying repairs including the usual contractor.

Procedure

7. Where a secure tenant applies to his landlord for a qualifying repair to be carried out to the house of which he is the secure tenant—

- (a) if the landlord considers it necessary to inspect the house to ascertain whether the repair is a qualifying repair, the landlord shall forthwith inspect the house;
- (b) in any case the landlord shall let the tenant know whether the subject of the tenant's application is a qualifying repair and where it is—
 - (i) the maximum time within which the qualifying repair is to be completed;
 - (ii) the last day of the maximum time;
 - (iii) the effect of these Regulations;
 - (iv) the arrangements for access; and
 - (v) the name, address and telephone number of at least one other listed contractor where available, and
- (c) if the subject of the tenant's application is a qualifying repair, the landlord shall issue a works order to the usual contractor and let him know—
 - (i) that a qualifying repair is involved;
 - (ii) the maximum time within which the qualifying repair is to be completed;
 - (iii) the last day of the maximum time; and
 - (iv) the arrangements made for access.

Failure to provide access

8. Where the secure tenant has failed to provide access to the house of which he is a tenant for the purpose of enabling the qualifying repair to be inspected under regulation 7(a) or carried out, although he has been given a reasonable opportunity to do so, the procedure under regulation 7 shall be cancelled and the provisions of regulations 9 to 12 shall cease to apply.

Maximum time

9.—(1) The maximum time within which a qualifying repair is to be completed is the number of working days specified in column 2 of the Schedule opposite the defect specified in column 1 of the Schedule.

(2) The maximum time shall start on the first working day after—

- (a) the date of receipt of notification of the qualifying repair by the landlord; or
- (b) where the landlord inspects the house under regulation 7(a), the date of inspection.

Instructing another listed contractor

10.—(1) Subject to paragraph (4) where the usual contractor has not started the qualifying repair by the last day of the maximum time the secure tenant may instruct another listed contractor to carry out the qualifying repair.

(2) As soon as the other listed contractor receives the instruction from the secure tenant, he shall inform the landlord that he has been so instructed and shall be entitled on request to obtain a copy of the works order from the landlord.

(3) The landlord on being informed under paragraph (2) shall let the other listed contractor know the number of working days in the maximum time.

(4) Paragraph (1) does not apply if compliance with that paragraph would infringe the term of a guarantee for work done or materials supplied of which the landlord has the benefit.

Compensation

11.—(1) Where the usual contractor has failed to carry out the qualifying repair by the last day of the maximum time the landlord shall pay to the secure tenant a sum of compensation calculated in accordance with paragraph (2) below.

(2) The amount of compensation referred to in paragraph (1) above shall be the sum of—

- (a) £10 and
- (b) £2 for every working day, if any, in the period—
 - (i) commencing on the day after the last day of what would have been the maximum time if the maximum time had applied to the other listed contractor and had started on the day after the day of his receipt of his instruction; and
 - (ii) ending with the day on which the qualifying repair is completedsubject to a maximum amount of compensation of £50.

Suspension of maximum time

12.—(1) The running of the maximum time shall be suspended for so long as there are circumstances of an exceptional nature, beyond the control of the landlord or the contractor who is to carry out the qualifying repair, which prevent the repair being carried out.

(2) The landlord shall let the secure tenant know of the suspension of the running of the maximum time.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Providing information about these Regulations

13. A landlord shall let its secure tenants know in writing once every year of the provisions of these Regulations and of the list of contractors prepared to carry out qualifying repairs.

St Andrew's House,
Edinburgh
6th April 1994

James Douglas-Hamilton
Parliamentary Under Secretary of State, Scottish
Office

SCHEDULE

Regulations 2, 5 and 9

DEFECTS, REPAIRS OF WHICH ARE QUALIFYING
REPAIRS AND MAXIMUM TIME FOR COMPLETION

1 <i>(Defect)</i>	2 <i>(Maximum time in working days from date after date of notification of qualifying repair or inspection)</i>
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks, or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or basins.	1
Electric power— loss of electric power;	1
partial loss of electric power.	3
Insecure external window, door or lock.	1
Leaks or flooding from water or heating pipes, tanks, cisterns.	1
Loss or partial loss of gas supply.	1
Loss or partial loss of space or water heating where no alternative heating is available.	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power or lighting socket, or electrical fitting.	1
Water supply— loss of water supply;	1
partial loss of water supply.	3
Loose or detached bannister or hand rail.	3
Unsafe timber flooring or stair treads.	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7

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EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations entitle a secure tenant of a prescribed landlord to have a qualifying repair carried out to the house of which he is the secure tenant (regulation 3) if the landlord does not have the repair carried out within specified time limits, and entitle the tenant also to compensation from his landlord if the repair is not carried out within those limits.

Regulation 3 provides that in respect of any single qualifying repair the landlord will pay for the work so carried out up to a maximum of £250.

Regulation 4 prescribes the landlords to which the regulations apply and regulation 5 and the Schedule the type of repair which is a qualifying repair. Regulation 6 requires a landlord to draw up and maintain a list of contractors prepared to carry out a qualifying repair.

Under Regulation 7, the tenant may apply to his landlord to have a qualifying repair carried out. Where the tenant unreasonably fails to provide access to let the repair be done that application and its consequences fall (regulation 8). If the qualifying repair has not been begun by the usual contractor instructed by the landlord by the last day of the maximum time prescribed by regulation 9 and column 2 of the Schedule, regulation 10 enables the tenant to instruct another contractor; where the tenant does so, regulation 10 requires that contractor to inform the landlord that he has been instructed and the landlord to tell that contractor the number of working days in the maximum time. Where the usual contractor fails to carry out the repair within the maximum time the tenant is entitled to compensation from the landlord of £10 for the work not being carried out by the last date of the maximum time and an additional amount (calculated under regulation 11) where the other contractor instructed by the tenant does not carry out the repair within the same number of days as “the maximum time”. Regulation 12 provides that the running of the period of the maximum time will stop temporarily when there are circumstances beyond the landlord’s or the contractor’s control which prevent the repair being carried out.

Regulation 13 requires the landlord to make its secure tenants aware once per year of the existence of these Regulations and of the list of contractors.