



**VENTURE HOUSING
ASSOCIATION LIMITED**

RIGHT TO REPAIR POLICY

Document History

<u>Date</u>	<u>Author</u>	<u>Comments</u>
01/04/2005	P Rogers	Policy drawn up

Right to Repair Policy

All tenants have the right to apply for compensation if a qualified repair is reported to the Association, but not carried out within the specified time scales. A qualifying repair is one that meets the following criteria:

- (a) It is the Association's responsibility
- (b) By not remedying the repair, the tenant's health and safety or security is likely to be jeopardised
- (c) The repair should cost the Association between £20 and £250

When a qualifying repair is reported to the Association by a tenant, a works order is to be raised in the normal manner. For reference purposes, a copy of the repair order will be forwarded to the tenant.

Should the repair not be carried out within the specified time scale, it is up to the tenant to inform the Association of such non performance within three working days. The Contractor authorised to carry out the repair is to be issued with a further works order within 24 hours, after such notification by the Building Services Manager/Officer(s), and given a further time scale (no longer than the original) to carry out the job. This new time scale must also be communicated to the tenant.

Should the repair still not be completed within the new time scale, the tenant shall be entitled to apply for compensation at the rate of £10 lump sum, plus £2.00 per day (up to a maximum of £50.00) for every calendar day the repair remains outstanding past the second completion date.

The time scales set, which may be suspended for as long as there are circumstances of an exceptional nature, is not necessarily that for completing the entire repair. In some cases, it will be the time for getting the situation in hand, and reducing the level of urgency. For example, if a main entrance door has been smashed, the dwelling is insecure, which would generally be considered as an emergency, requiring action within 24 hours. The best option would clearly be to arrange for the fitting of a suitable replacement door within that period, however, an acceptable alternative would clearly be to fit a secure temporary door, or carry out temporary repairs to the existing door. This would have dealt with the emergency within the 24 hours, as required, and allow a longer period for a permanent door to be fitted.

The tenant also has the responsibility to grant the Contractor reasonable access for the repair to be carried out. Should reasonable access not be granted, delaying the repair until after the specified time scales, then compensation is not payable under this Policy.

This policy does not give tenants the right to carry out the repair and be compensated for the costs of doing so, nor does it give them the right to order repairs direct

Any claim under this Policy must be made, in writing, within one month of the original date of completion. Rent arrears or other monies due to the Association will be set off against any compensation due under this Policy.

Listed below in Appendix 1, is a list of repairs which could be classed as emergency or urgent under the Right to Repair requirements:

Appendix 1

- 1 Total loss of electrical power
- 2 Partial loss of electrical power
- 3 Unsafe power – defective sockets or electrical fittings
- 4 Total loss of water supply
- 5 Partial loss of water supply
- 6 Total or partial loss of gas supply
- 7 Blocked flue to open fire or boiler
- 8 Total or partial loss of space or water heating
- 9 Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the house), toilet pan
- 10 Toilet not flushing (where there is no other working toilet in the house)
- 11 Blocked sink, bath or basin
- 12 Tap which cannot be turned on / off
- 13 Leak through water or heating pipe, tank or cistern
- 14 Leaking roof
- 15 Insecure external window, door or door lock
- 16 Loose or detached banister or handrail
- 17 Rotted timber flooring or stair treads
- 18 Door entry telephone not working
- 19 Mechanical extractor fan in internal; kitchen or bathroom not working

Please Note:

The Association is unable to consider any claim, or accept responsibility where a defect or fault is beyond the control of the Association, or a defect or fault caused as a direct result of abuse or misuse by an occupier or a member of their family or friends.