



Right to Repair



What is the Right to Repair?

The right to Repair Scheme is to ensure that tenants have urgent, minor repairs which might affect their health, safety or security, completed quickly by the Association's contractors and at no cost to the tenant.

If such repairs are not carried out within the predetermined time periods, tenants can request that the Association issues the work to another contractor.

If the second contractor fails to complete the repair within the second predetermined time periods, the tenant may be entitled to an initial compensation sum of £10.00 with further sums of £2 per day for each day that the repair remains uncompleted. The maximum sum for compensation under the Right to Repair Scheme is £50.00

What repairs are included in Right to Repair?

Whenever a tenant reports a repair to the Association, its staff will assess the nature and the degree of urgency of the repair.

Where the repair is classified as either an Emergency or an Urgent repair in accordance with the Association's Classification of Repairs procedure, it will be considered as a 'qualifying repair' under the conditions of the Right to Repair Scheme.

Qualifying repairs will be carried out within 24 hours if they are classified as emergency work, or within four working days if classified as urgent.

Some repairs may need to be inspected before a decision can be made. In such cases the Right to Repair Scheme will not apply until an inspection has been carried out.

If the reported repair is deemed to be a qualifying repair under the conditions of the scheme, the tenant will be advised of the name of the contractor who will carry out the work and the last date for completion of the work.

What happens if the work is not carried out within the proper time period?

If a qualifying repair is not carried out by the last date of completion, the tenant must contact Connswater Homes to advise that the work has not been done. If the tenant would like the work to be issued to another contractor this can be arranged.

The new contractor will be given revised dates for carrying out the work and the tenant advised of the new last date for completion. The revised dates will reflect the Classification of Repairs procedure with a further 24 hours being given to complete an emergency repair and four working days for an urgent repair.

What happens if the second contractor does not carry out the work?

It is unlikely that the second contractor will not carry out the work. However, the right to Repair Scheme does cater for this possibility. In cases where the second contractor fails to carry out the work within the prescribed time period, the tenant may be eligible for compensation under the conditions of the scheme as outlined previously.

Are there any circumstances where the Right to Repair scheme does not apply?

Repairs that are assessed to be Routine repairs will not be covered by the Right to Repair scheme. However, if a repair that was initially designated as routine (completed within 4 weeks) subsequently upgraded to either urgent or emergency, the conditions of the scheme will apply.

Other circumstances where Right to Repair will NOT apply are:

- Where the tenant has told the Association that they no longer want the repair carried out.
- Where the tenant has failed to provide reasonable access details for the contractor.
- Where the tenant has failed to provide reasonable access for an inspection of the repair to be carried out.
- Where the repair is not to a dwelling house.
- Where there is genuine difficulty in completing the work due to factors outside the control of the Association or the contractor, for example, severe weather or unavailability of parts.

Can tenant's employ their own builders to carry out the work then bill the Association?

Tenant's are NOT permitted to employ their own contractor to carry out the work and then send the Association the bill, It is the sole responsibility of the Association to carry out repairs to properties.



Summary of the Right to Repair Scheme

1. All Emergency and Urgent repairs will be considered as 'qualifying repairs' under the scheme.
2. Tenant's will be advised if the repair they report is a qualifying repair and the last date for the work to be carried out.
3. If the work is not carried out by the date they have been given, the tenant must notify the Association and advise if they want another contractor to carry out the work.
4. Tenant's will be given a new last date for completion of the repair.
5. If the work is not carried out by the end of the second period, compensation will be considered.
6. There are a number of reasons why the Right to Repair Scheme cannot be applied. These are listed elsewhere in this leaflet.
7. Tenant's who owe money to the Association will have any entitlement to compensation under the Right to Repair Scheme offset against such sums.

**For further information on this scheme please contact
Connswater Homes**