

# Trivallis.

## Right to Repair Procedure

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| <b>Link to WAG Delivery Outcomes</b>    |                                  |                                      |                                   |

## **Right to Repair Procedure**

### **1. Introduction**

- 1.1. This procedure is designed to ensure Trivallis approach to repairs covered by the Right to Repair Legislation. .
- 1.2. This is a statutory right established by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 and in conjunction with the Housing Act 1985. This policy adopts the principles set out within the Act and details the repairs which qualify under the Right to Repair scheme
- 1.3. Trivallis have afforded tenants the Right to Repair through the tenancy agreement.
- 1.4. The principal aims of the procedure are to ensure staff and customers of Trivallis are aware of when the Right to Repair will apply.

### **2. Criteria for Eligibility**

- 2.1. Trivallis are committed to undertaking all necessary repair and maintenance work to our housing stock within target timescales and to monitoring performance against these. In addition, as part of our tenancy agreement (section 33), we have afforded our tenants the 'Right to Repair'. This mirrors the Statutory Right to Repair Scheme for Secure Tenants in relation to the amount payable and type of repairs covered. The scheme is limited to works costing less than £250 and are known as Qualifying Repairs.
- 2.2. If Trivallis fail to undertake certain types of emergency or urgent repairs within specified time limits, tenants have the right to compensation.
- 2.3. The amount of compensation that can be paid is £10 plus an additional £2 for every day the tenant is left waiting, up to a maximum of £50. This is not payable where the tenant has failed to provide access for the work to be inspected or completed. If a contractor is found to be at fault, any compensation paid will be reclaimed from the contractor. The scheme covers the repairs listed below:-

### **3. Qualifying Repairs**

- 3.1 Repairs covered by the scheme are referred to as qualifying repairs and the time allowed to complete the repair will depend on the urgency and are set in legislation. These are:-

### **Repairs to be completed in 1 working day**

- Total loss of electric power
- Unsafe power or lighting socket, or electrical fitting
- Total loss of water supply
- Total or partial loss of gas supply
- Blocked flue to open fire or boiler
- Total loss of space or water heating between 31st October and 1<sup>st</sup> May
- Blocked or leaking foul drain, soil stack, or toilet pan (where there is no other working toilet in the dwelling)
- Toilet not flushing (where there is no other working toilet in the dwelling)
- Leaking from water or heating pipe, tank or cistern
- Insecure external window, door or lock

### **Repairs to be completed in 3 working days**

- Partial loss of water supply
- Partial loss of electric supply
- Total or partial loss of space or water heating between 30<sup>th</sup> April and 1<sup>st</sup> November
- Tap which cannot be turned
- Blocked sink, bath or hand basin waste pipes
- Loose or detached bannister or hand rail
- Rotten timber flooring or stair tread

### **Repairs to be completed in 7 working days**

- Leaking roof
- Door entryphone not working
- Mechanical extractor fan in internal kitchen or bathroom not working

## **4. Compensation for Qualifying Repairs**

- 4.1 Where a repair is reported we will state whether or not it is a qualifying repair, and confirm with the customer a date by which it should be completed.
- 4.2 Where we fail to complete a qualifying repair within the timescale provided, we will inform the customer of two options:
  - The right to request we appoint an alternative contractor from a list held by Trivallis. We will appoint a new contractor and provide a new deadline for completion.
  - The right to request we re-issue the work and provide a second deadline for completion.
- 4.3 If the contractor does not complete the repairs within the second time limit the customer is normally entitled to compensation from that date.

- 4.4 If the customer has any rent arrears or other debt owed to Trivallis, the amount payable will be reduced and credited to their rent or sundry debt account.

## **5 Equal Opportunities**

- 5.1 Trivallis will aim to provide a service that meets the diverse needs of service users regardless of a person's age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 5.2 We will make sure all staff, customers, contractors and community groups are aware of our equality and diversity policy through effective communication.
- 5.3 We will encourage the involvement of Trivallis' diverse communities in decision making and develop services through partnerships at all levels.
- 5.4 Trivallis will upon request make information available in a variety of formats to meet the needs of individuals.

## **6. Risk Implications**

- 6.1 Failure to process qualifying repairs on a timely basis may have a detrimental effect on the condition of Trivallis properties and the reputation of the company.

## **7. Complaints**

- 7.1 If any person has cause to believe that Trivallis has failed to meet its commitments within this policy they should complain using Trivallis' Complaints Policy.

## **8. Appeals**

- 8.1 Any person who is dissatisfied with a decision taken in respect of any aspect of this policy has recourse to Trivallis Appeals Policy.