



Providing Choice



Addressing Inequalities

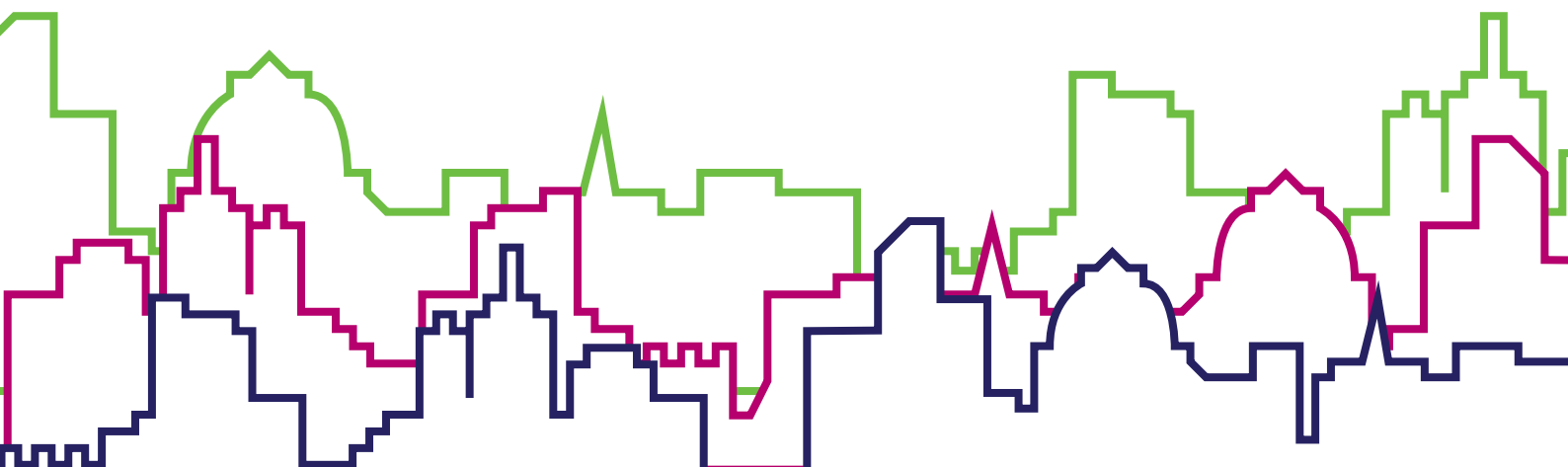


Improving Life Opportunities



Right to Repair & Right to Compensation for Improvements Policy

Unity Housing Association is a leading provider of social rented housing in Leeds. Above all Unity will strive to meet the legal and contractual obligations to tenants.



1. Background & Principles

1.1 Unity is a leading provider of social rented housing in Leeds and is committed to ensuring that its properties are well maintained and provide a decent home for our tenants, both now and in the years ahead. Above all Unity will strive to meet the legal and contractual obligations to tenants.

1.2 It is our intention that maintenance is carried out both effectively and responsively, and in ways that reflect tenants preferences. There are published service standards against which Unity will monitor its performance.

1.3 This Policy sets out in one document the contractual rights of Unity's tenants and reflects the requirements determined within the Housing Corporation circular 33/94 as revised, and covers both the Right to Repair and the Right to Compensation for Improvements.

1.4 The Policy should be read in conjunction with the Repairs & Maintenance Policy, the Compensation Policy

2. Definitions

2.1 Right to Repair

A system that gives compensation to a tenant where Unity has failed to carry out a repair in the target time and has failed to do so again after a further request is made by the tenant.

2.2 Qualifying Repair

An emergency or urgent repair that does not cost more than £250 and which has a specified completion target, taking account of the health, safety and security of the tenant. Unity's Right to Repair policy does not cover routine repairs.

2.3 Right to Compensation for Improvements

At the end of a tenancy tenants can claim compensation for improvements that they have carried out to their home, provided that they have had the written permission of their landlord to carry them out.

3. Right to Repair

3.1 Repair Classification & Response times (Qualifying Repairs)

3.1.1 Unity classifies all repairs and sets the following time limits for their completion;

Emergency Repairs*	24 hours
Urgent Repairs	7 calendar days
Routine Repairs	21 calendar days

*additional work required after the repair is made safe will be carried out within the appropriate timescale (7 or 21 calendar days)

3.1.2 A list of which type of repairs falls into each category is included in Appendix 1. This list complies with the suggested list set out by the Housing Corporation, and whilst it is not meant to cover every eventuality it gives an indication of what is covered.

3.1.3 Unity publicises the classification and time limits to all tenants through the tenancy agreement and the Tenants Handbook. Any changes to the published criteria will be subject to comprehensive tenant consultation.

3.1.4 Response times for individual repairs will take account of a tenant's special needs, for example older people, or having very young children within the household.

3.2 Repair Reporting

3.2.1 Repairs can be reported to the office between 9:00am and 5:00pm, Monday to Friday. Emergency repairs can be reported outside these hours to the Out of Hours service.

3.2.2 When an emergency or urgent qualifying repair is reported Unity will tell the tenant when they can expect the repair to be carried out and the name of the contractor who will do the work.

3.2.3 If the nature of the repair is unclear it may be necessary to inspect the repair before placing an order with a contractor. In these cases it may be necessary to pre-inspect the repair and an appointment will be offered.

3.2.5 When a repair order is raised and sent to a contractor, a copy will be sent to the tenant that confirms the work to be done, the name of the contractor, the target date for completion and if appropriate any access arrangements agreed.

Part of this copy is a satisfaction slip, which tenants are encouraged to complete and return to the office.

3.2.6 Response time starts from when you first report the repair to the office, and not when the problem first occurred or when Unity places the order with the relevant contractor.

3.3 Access

The co-operation of tenants is of utmost importance and the Right to Repair does not apply in cases where a tenant has either failed to give access for an inspection, or for a repair to be carried out or has been given a reasonable opportunity to provide access.

3.4 Non-completion

3.4.1 If Unity fails to complete the repair within the set time the tenant should inform Unity that the repair has not been done.

3.4.2 Unity will give the tenant a further deadline for completing the work.

3.4.3 If Unity fails to complete the repair within the revised deadline you can arrange for the repair to be completed by a bona fide contractor, claim the costs of the work and receive compensation from Unity.

3.5 Compensation

Compensation will be paid as follows;

3.5.1 £10 one off payment, plus £2 per day for every day the repair remains outstanding after the revised deadline, up to a maximum of £50.

3.5.2 Unity will also consider compensation if the nature of the repair has affected how the tenant is able to continue living in part or all of the property. This is covered within Unity's Compensation Policy.

4. Right for Compensation for Improvements

4.1 Unity will not unreasonably refuse a request from a tenant to make an improvement to the property, as long as it doesn't detract from the quality of the property, convenes building regulations or local planning regulations, and that the work is completed by a relevant, bona fide contractor.

The list of improvements that tenants can carry out at their own expense is set out in Appendix 2. The list details the notional 'life' of components, a figure that is used to calculate any compensation that may be applicable.

4.2 Outline Approval

4.2.1 All requests for improvements must be made in writing and permission to carry out improvements must be obtained from Unity prior to the commencement of any work.

Compensation will not be considered where this cannot be demonstrated.

4.2.2 Tenants should discuss any planned improvements with their Housing Officer to ensure that they are allowable for the property (some restrictions apply) and that they meet Unity's technical standards.

4.2.3 In some cases the tenants may be required to supply a specification and schedule of works for approval, prior to obtaining estimates.

4.2.4 If planning permission or building regulations approval is required, again it is the tenant's responsibility to ensure that this has been obtained prior to obtaining estimates. Any costs incurred are the tenant's responsibility.

4.2.5 The Tenant must obtain estimates from at least three bona fide contractors and must forward copies of the estimates to Unity with a letter stating which estimate they would like to accept. This would normally be the lowest estimate.

4.2.5 Unity will technically assess the proposal and the estimates provided and if satisfied will write to the tenant giving outline approval, detailing any conditions attached and showing the estimated depreciation calculation.

4.2.6 Any sums that qualify or may qualify for grant assistance will be deducted from the costs allowed for depreciated compensation.

4.3 Full Approval

4.3.1 Following completion of the work the tenant must contact Unity to arrange to inspect the work. The inspection will be completed by the Maintenance Manager or the Maintenance Officer.

4.3.2 If Unity is not satisfied with the standard of work, or quality of materials and/or workmanship, they will write to the tenant with a description of the remedial works required.

4.3.3 When Unity is completely satisfied with the work and the final account/invoice has been submitted by the contractor, full approval and a final calculation of the depreciated compensation will be sent to the tenant.

4.3.4 Compensation is depreciated by applying the notional life values.

4.4 Payment of compensation

4.4.1 Compensation will only become payable to the tenant at the end of the tenancy at the premises concerned.

4.4.2 The amount payable will be the depreciated amount previously agreed. Part year (monthly) depreciation will be calculated in twelfths.

4.4.3 Compensation payments will be made net of;

- outstanding rent arrears, including any anticipated Housing Benefit overpayment.
- rechargeable damages to fixtures and fittings evident on vacation of the premises (fair wear and tear excepted)

4.4.4 Where a tenancy is terminated through a possession order, awarded by court for a breach of the tenant's obligations, the tenant would not normally be entitled to compensation.

Appendix 1 - Classification of Repairs

Emergency Repairs

- Exposed electrical wiring
- Total loss of electricity
- Serious floods and leaks
- Damage to external door/window that causes security problem
- Disrepair that poses a danger
- Failures of heating or hot water which put tenants at risk due to age/illness
- Blocked drains causing flooding or damage
- Blocked toilet (if only one toilet in the home)
- Ceiling on verge of collapse
- Gas leak or loss of supply
- Warden alarm system not working
- Removal of offensive graffiti
- Lift breakdown

Urgent Repairs

- Loss of water supply (except where Water Authority responsible)
- Lack of heating or hot water, no immediate risk
- Blocked drains, likely to cause flooding/damage
- Major, but controllable, plumbing leaks
- Leaking roofs, toilets and drainage systems
- Loose masonry presenting health and safety problem
- Broken or defective external door/window that causes security problem
- Rotten timber flooring
- Insecure sections of stairs

Appendix 2 - Qualifying Improvements

Item	Notional Life
Bath or shower	12 years
Wash hand basin	12 years
Toilet	12 years
Kitchen sink	10 years
Storage cupboards, bathroom/kitchen	10 years
Work surfaces for food preparation	10 years
Space or water heating	12 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Cavity wall insulation	20 years
Draft proofing of external doors/windows	8 years
Double glazing or other external window replacement or secondary glazing	20 years
Rewiring or the provision of power and lighting/electrical fittings (including smoke detectors)	15 years
Installations which improves the security of the premises (excluding burglar alarms)	10 years