

petersfield housing association limited

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# YOUR RIGHT TO REPAIR & COMPENSATION

## Right to repair & compensation

### Definitions:

- **Right to Repair** – a system of giving compensation to a tenant where a housing association has failed to carry out a repair in target time and has failed to do so after a further request is made by the tenant.
- **Qualifying Repair** – a repair which does not cost more than an amount to be set by the housing association. A repair which has a specified completion target taking into account the health, safety or security of the tenant.
- **Right to compensation for improvements** – at the end of their tenancy, tenants are able to claim compensation for improvements they have carried out to their home, provided that they have had the written permission of their landlord to carry out those works.

When a tenant reports an emergency or urgent qualifying repair, the Association notifies the tenant when the repair should be completed.

If the Association fails to complete the repair within a set time, the tenant may inform the Association that the repair has not been completed. The Association must give the tenant a further deadline for completing the work.

If the Association fails to complete the work within the second time period, the tenant is entitled to compensation.

### There is no right to compensation if the contractor:

- Has attended in time & is waiting for parts
- Has attended & made safe or limited further damage
- Is delayed for a reason outside their control
- Has been unable to complete the works for reasons of health & safety
- If the tenant has failed to give access for the work to be inspected or carried out

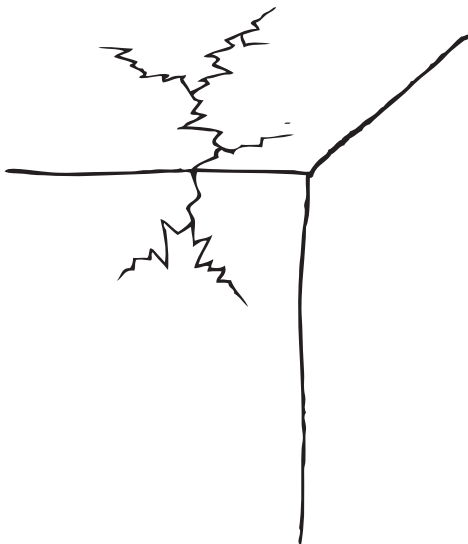


## Making a claim for compensation

Tenants who believe that they are entitled to compensation must make a claim within 28 days from when the event or loss occurred. Claims must be made in writing. The claim should set out the amount of compensation sought & the reasons for the claim. The claim must be supported by evidence of costs incurred where appropriate.

All claims will be acknowledged within 2 working days & investigated within 28 days by the Housing Manager.

Compensation will NOT be paid in the following circumstances:



- The loss or damage is a result of routine failure of a building's structure, fixtures or fittings where PHA has not been negligent
- The non availability of parts or materials has resulted in the loss of service
- Service failure is the result of extreme or unforeseen conditions (e.g. weather conditions) where PHA has taken all reasonable steps to restore service or facilities
- Service failure is a result of interruption in gas, electricity or water supply as a result of non performance of utilities companies or through the action of the resident
- The loss or damage is the residents own fault, including failure to report a repair or keep appointments
- The loss or damage arises from an alteration or repair which the resident has arranged or carried out themselves
- The loss or damage is due to acts of negligence by a third party e.g. visitors or contractor who is not acting on behalf of PHA
- Where PHA has acted reasonably & complied with legal & contractual liabilities
- The problem could have reasonably been covered by the resident's own contents insurance, in which case compensation may be paid to cover any excess payable where negligence on the part of PHA can be proven

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## The right to compensation for improvements

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- The Association's tenants have a contractual right to claim compensation for 'qualifying improvements' they have carried out to their home
- A list of qualifying improvements is available from the Association's offices
- The maximum payable is £3,000
- Tenants must submit 3 quotes from bona fide contractors and tell the Association which estimate they wish to choose and why
- The tenant should not start work until the quotes are agreed & written permission is given
- Any compensation given at the end of the tenancy will allow for depreciation
- Any compensation due to the tenant at the end of their tenancy will be deducted from any money they owe to the Association
- If the tenancy is terminated as a result of legal action taken by the Association, the tenant will not be entitled to compensation
- Compensation is not payable if the tenant is exercising their Right to Buy or Right to Acquire (if applicable) or where the tenancy passes from joint to sole names (or vice versa)

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## The Association can reject a tenant's proposal to make an improvement if it:-

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- Is out of keeping with the rest of the dwelling
- Will be too expensive to maintain
- Will make the property difficult to let in the future
- Is not practical for future occupants

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## Sundry advice

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- **Independent Housing Ombudsman** – This policy does not apply where a resident has made a claim for compensation via the Independent Housing Ombudsman. In such cases the Association, where appropriate, will pay compensation as directed by the Ombudsman
- **Rent Arrears & Other Debts** – in instances where compensation is due to a resident whose rent account is in arrears or where other monies are owed to the Association, the compensation sum will be offset against the debt
- **Payment of claims** – If a decision is made that compensation is payable in accordance with policy it will be paid within 2 weeks of the residents being notified of the decision
- **Appeals** – appeals against a decision relating to the payment of compensation can be made, in writing, to the Chief Executive

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t. 01730 263589

f. 01730 262111

[www.petersfieldhsg.co.uk](http://www.petersfieldhsg.co.uk)