

RIGHT TO REPAIR & COMPENSATION



pha 
HOMES | WHERE PEOPLE
AND HOMES COUNT

DEFINITIONS:

- **Right to Repair** is 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.
- **A Qualifying Repair** is 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 your tenancy, you are able to claim compensation for improvements you have carried out to your home, provided that you have had the written permission from PHA Homes to carry out those works.

THE RIGHT TO REPAIR:

When you report an emergency or urgent qualifying repair, PHA Homes notifies you when the repair should be completed.

If PHA Homes fails to complete the repair within a set time, you must notify the Association that the repair has not been completed. The Association must give you a further deadline for completing the work.

If the Association fails to complete the work within the second time period, you are

entitled to compensation.

There is no right to compensation if:-

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

MAKING A CLAIM FOR COMPENSATION:

If you believe that you are entitled to compensation you 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 Homes 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 Homes 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 your own fault, including failure to report a repair or keep appointments
- The loss or damage arises from an alteration or repair which you have arranged or carried out yourself
- The loss or damage is due to acts of negligence by a third party e.g. visitors or a contractor who is not acting on behalf of PHA Homes
- Where PHA Homes has acted reasonably & complied with legal & contractual liabilities
- The problem could have reasonably been covered by your own contents insurance, in which case compensation may be paid to cover any excess payable where negligence on the part of PHA Homes can be proven.

THE RIGHT TO COMPENSATION FOR HOME IMPROVEMENTS:

The Associations 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 quote is agreed & written permission is given
- Any compensation given at the end of the tenancy will allow for depreciation
- Any compensation due to you at the end of your tenancy will be deducted from any money you owe to the Association
- If the tenancy is terminated as a result of legal action taken by the Association, you will not be entitled to compensation.
- Compensation is not payable if you are exercising your Right to Buy or Right to Acquire (if applicable) or where the tenancy passes from joint to sole names (or vice versa)

PHA HOMES CAN REJECT YOUR PROPOSAL TO MAKE AN IMPROVEMENT IF IT:



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

SUNDRY ADVICE:

TEL: 01730 263 589
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GU32 3EF

WWW.PHAHOMES.CO.UK

1. The 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
2. Rent Arrears & Other Debts. In instances where compensation is due to you and your rent account is in arrears or where other monies are owed to PHA Homes, the compensation sum will be offset against the debt
3. Payment of claims. If a decision is made that compensation is payable in accordance with policy it will be paid within 2 weeks of you being notified of the decision
4. Appeals against a decision relating to the payment of compensation should be made, in writing, to the Chief Executive