**Your Right to Repair**

Our Right to Repair scheme gives our tenants the right to have small emergency or urgent repairs done quickly. We are responsible for making sure that such work is completed on time. You can claim compensation if we fail to meet these standards.To qualify for the Right to Repair scheme, the repair must meet the criteria set out in this section.

**Measuring the timescales**

The timescales for right to repair are calculated from the first working day after the repair is reported until the date it is completed. If the repair requires a pre-inspection, the timescale runs from the next working day until work is completed.

If you re-report a repair, the process and timescales will start again. Compensation will only apply once the process has re-started for the same repair.

**Qualifying repairs and timescales**

The Right to Repair scheme is limited to the following ‘qualifying repairs’:

1 day to complete

* Blocked flue to open fire or boiler
* Blocked or leaking foul drains, soil stacks, or toilet pans (where there is no other toilet in the house)
* Blocked sink, bath or basin
* Loss of electrical power
* Unsafe power or lighting socket or electrical fitting
* Unsecured external window, door or lock
* Leaks or flooding from water or heating pipes, tanks or cisterns
* Loss or partial loss of gas supply
* Loss or partial loss of space or water heating (where no alternative heating is available)
* Toilet not flushing (where there is no other toilet in the house)
* Loss of water supply

3 days to complete

* Partial loss of electrical power
* Partial loss of water supply
* Loose or detached banister or handrail
* Unsafe timber flooring or stair treads

7 days to complete

* Mechanical extractor fan not working (this applies only to an internal kitchen or bathroom without a window or other form of ventilation)

**Exceptions**

There are some exceptions to the Right to Repair regulations.

These are:

* If the qualifying repair will cost more than the current statutory limit. In such cases, the repair will be carried out under the normal timescale. If you would like to know what the current limit is, we can provide it to you on request
* If you do not provide access to the property for an inspection or for the tradesperson
* Repairs to common parts where shared costs are involved
* Where you are responsible for the repair, such as rechargeable work, or if you have not complied with your tenancy agreement
* Where we were not responsible for the repair e.g. a public utility company such as gas or electrical providers or water company
* Where there were exceptional circumstances such as a storm, natural disaster or other extreme weather conditions
* Where a specialist part or material is required, or where the terms of a guarantee would be infringed

**ELC and alternative external contractors**

Details of current council Right to Repair contractors are available. If we fail to complete a qualifying repair, you are entitled to get the repair carried out by an approved contractor. We will provide a list of our approved contractors on request.

**Compensation for qualifying repairs**

You will be entitled to compensation if we do not complete the repair within the agreed timescales and have no valid reason for this. The level of compensation is covered by the Right to Repair legislation, which we can provide you with on request.

If you instruct one of our approved external contractors to carry out the repair, you will be entitled to an additional payment up to a set maximum. Compensation will not be paid if the external contractor is not on our approved list. Using a contractor who is not approved could also mean that you have to meet the full cost of the work, as well as any work needed to rectify the repair.

**Vulnerable tenants**

If you are a vulnerable tenant, we may try to schedule repairs faster than normal. We will only arrange this if the reported fault has a negative effect on your condition. We may also offer extra assistance, such as accompanied visits or arranging an interpreter, or other special arrangements that will meet your needs and be appropriate for the repair.
Some examples of vulnerable tenants include:
• Disabled people who use a wheelchair or walking frame
• Tenants with an advanced terminal illness
• Tenants who use medical equipment such as ventilators or kidney dialysis machines
• Tenants with mental health problems or learning difficulties
• Tenants whose first language is not English