

09 July 2024

Our Ref: FOI 443

Request

We received your request on 11 June 2024 for the following information:

Further to recent phone call, I was hoping that you could help address a query surrounding the Right to Repair Regulations.

For context, we are wondering if there is an Northern Irish equivalent legislation to the Right to Repair Regulations in England, Wales and Scotland.

For clarity, the England and Wales legislation we are referencing is The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 (legislation.gov.uk) and the Scottish equivalent legislation is The Scottish Secure Tenants (Right to Repair) Regulations 2002 (legislation.gov.uk).

Your request has been handled under the Freedom of Information Act 2000 (FOIA).

Our response

Thank you for your query regarding the Right to Repair Regulations in Northern Ireland.

‘The Right to Repair Scheme’ as set out in Article 38A of the Housing (NI) Order 1983 (the 1983 Housing Order), as inserted by Article 133 of the Housing (NI) Order 2003 (the 2003 Order) aims to ensure that Housing Executive secure tenants have certain ‘qualifying repairs’ costing under £250, completed as quickly as possible. The scheme also provides for tenants to be compensated where such repairs have not been completed withing a prescribed period.

I have attached the Northern Ireland Housing Executive’s ‘Right to Repair Scheme’ for your information.

This concludes our response.

RIGHT TO REPAIR SCHEME

INTRODUCTION

The Right to Repair Scheme enables Housing Executive secure tenants to have urgent, minor repairs that affect health, safety and security completed quickly at no cost to them. The Scheme also provides for tenants to be compensated where such repairs have not been completed within a prescribed period.

CONDITIONS

The Right to Repair Scheme enables secure tenants of the Housing Executive to have urgent, minor repairs carried out quickly and at no cost to them.

For the purposes of this Scheme-

- A “qualifying repair” is a repair which does not cost in excess of £250 to carry out but, if not completed, is likely to jeopardise the health, safety or security of the tenant;
- The “first prescribed period” is the timescale set out in the Housing Executive’s Classification of Repairs Scheme.
- The “second prescribed period” is the timescale set out in an acknowledgement letter issued by the Housing Executive in accordance with information detailed below.

If qualifying repairs are not carried out within the first prescribed period, a tenant can request the Housing Executive to appoint a second contractor to complete the repair at no cost to the tenant. If the repair is not completed within the second prescribed period, the tenant will be entitled to compensation.

The Housing Executive will advise tenants of all repairs that are deemed to be qualifying repairs and will provide the tenant with an acknowledgement letter on request. To avail of assistance under the Right to Repair Scheme the tenant must notify the Housing Executive that:

- The repair has not been carried out within the first prescribed period;
- The repair is a qualifying repair;
- They wish to have the repair carried out by an alternative contractor.

Where a repair is deemed to be a qualifying repair and is reported to the Housing Executive as detailed above, the Housing Executive will issue further instructions to an alternative contractor and forward confirmation of this to the tenant. Confirmation may be in the form of an acknowledgement letter that will identify the alternative contractor and the last day for completing the work in the second prescribed period.

Where a repair has not been completed by the end of the second prescribed period,

compensation will be payable to the tenant. Such compensation is paid in recognition of inconvenience caused to the tenant by the delay in carrying out the repair. Where there are any rent arrears, housing benefit overpayments or recoverable charges, these will be offset against the amount of compensation and the balance, if any, paid to the tenant.

Where the Housing Executive is satisfied that a reported repair is not a qualifying repair, the tenant will be advised of this in writing.

EXEMPTIONS

The Right to Repair Scheme does not apply where:

- The tenant has informed the Housing Executive that they no longer want the repair to be carried out;
- The tenant has failed to provide reasonable access details for the contractor;
- The tenant has failed to provide access for an inspection or for the repair to be carried out.

The Right to Repair Scheme is limited to the dwelling house and does not normally extend to common parts. As qualifying repairs are those which the Housing Executive is obliged to carry out as part of its landlord responsibilities, they do not include cases where the Housing Executive is not compelled to carry out the repair because the tenant has failed to comply with an obligation imposed upon them under the terms of the Tenancy Agreement.

RESPONSE TIME FOR RIGHT TO REPAIR

The response time for the completion of a repair that is the Responsibility of the Housing Executive is set out in the Tenants' Handbook. This should be considered as the first prescribed period.

Where a tenant notifies the Housing Executive of a qualifying repair and the Housing Executive is satisfied that a reported repair is a qualifying repair, the second prescribed period will commence on the next working day.

Where a tenant notifies the Housing Executive of a qualifying repair and the Executive needs to carry out an inspection to satisfy itself that the repair is a qualifying one, the second prescribed period commences on the next working day after the inspection. Saturdays and Sundays will not be included when calculating the second prescribed period.

Where a tenant notifies the Housing Executive of a qualifying repair at the weekend or on a public/bank holiday, the second prescribed period will not commence until the second working day after the date the tenant notifies the Executive.

The first prescribed period and, where appropriate, the second prescribed period, can be suspended for so long as there are circumstances of an exceptional nature beyond the control of the Housing Executive or the contractor who is to carry out the qualifying repair.

COMPENSATION

Where a repair has not been completed by the end of the second prescribed period, compensation will be payable to a tenant.

The Housing Executive will identify the length of time the repair remained outstanding after the end of the second prescribed period and pay compensation to the tenant of £10 for the first day and £2 for each day or part thereof where the repair remains outstanding, up to a limit of £50.

Since the payment of compensation is likely to be triggered by the default of a contractor the Housing Executive will ensure that it reclaims any compensation it has made to the tenant from the defaulting contractor under its terms of contract (Document B, Section B1 of the NEC3 contract). Any monies paid as compensation or any additional costs incurred from using a different contractor should be claimed using the procedures set out in [Negative Value Jobs \(Recovery of Monies\)](#).

In cases where the Housing Executive has failed to fulfil its role under the Right to Repair, as opposed to failure of a contractor, the cost of compensation will be met by the Housing Executive. If both the Housing Executive and the contractor fail, then the costs will be shared.

ALTERNATIVE CONTRACTOR

Where the first contractor has failed to carry out the repair within the first prescribed period and the Housing Executive is satisfied that it is appropriate, an alternative contractor will be appointed to complete the work.

The exception to the paragraph above is where the appointment of an alternative contractor would infringe the terms of guarantee for work carried out or materials supplied where the Housing Executive would have the benefit.

The Housing Executive will ensure through contractual arrangements that an alternative contractor is available to carry out work under the Right to Repair Scheme.