

Right to Repair

The *Right to Repair* is a statutory scheme in the UK designed to ensure social housing tenants receive urgent, small-scale repairs within legally prescribed timescales. Established under the *Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994*, it applies primarily to council and housing association tenants. If qualifying repairs are not completed within specified deadlines, tenants may claim compensation of up to £50.

Key Features

1. **Eligible Tenants:** Secure tenants of local authorities or housing associations.
2. **Qualifying Repairs:** Urgent issues affecting health, safety, or security, such as heating failures, plumbing leaks, or electrical hazards.
3. **Timeframes:** Repairs must be completed within fixed periods (e.g., 3 days for heating loss in winter).
4. **Compensation:** Tenants can claim up to £50 if repairs are delayed beyond the deadline.

Practical Example

A housing association tenant reports a broken heating system during winter. Under the Right to Repair, the landlord must fix it within 3 days. If unresolved, the tenant can request compensation via the scheme.

Related Concepts

- **Disrepair:** A legal term describing conditions that render a property unfit for habitation, often triggering the Right to Repair.
- **Section 11 of the Landlord and Tenant Act 1985:** Obliges landlords to maintain structural repairs, complementing the Right to Repair for non-urgent issues.

While the Right to Repair focuses on urgent fixes, its principles align with retrofit initiatives by emphasising timely maintenance to improve housing quality and energy efficiency. For instance, delayed repairs to insulation or heating systems could exacerbate energy waste, underscoring the scheme's role in broader sustainability goals.