



Havebury Housing Partnership

COMPENSATION POLICY

Unique Reference No	HS012
Date created	January 2021
Date for review	January 2024
Author	Assistant Director of Customer Services
Version Number	1.4
Status	Approved
Accountable Director	Director of Operations
Resident Consultation	08/03/2021 - Tenants' Forum Meeting
Equality & Diversity Impact Assessment	12/02/2021 (Minor amendment made accordingly)
Legal Advice	<i>Not Required</i> - Benchmarked to Housing Ombudsman Service

1 Introduction

- 1.1 We recognise that things can go wrong, and we want to resolve issues as soon as possible. Compensation is used in addition to other remedies we use to put things right. This policy supports our complaints policy and shows our commitment to taking responsibility and to support our residents to the compensation they are entitled to under our discretion and as a gesture of goodwill.
- 1.2 Our compensation payments will be fair and proportionate to the issues you have faced. Compensation can take many forms from financial reimbursement, gestures of goodwill and other practical actions, for example redecoration of a room.
- 1.3 There are different types of compensation. There are payments that we are required to pay by law and another that is discretionary.
- 1.4 Any offer of compensation will be made along with an apology, an explanation of how our services failed and to tell you how we will make improvements and will use any lessons we have learnt.
- 1.5 Our approach to issuing compensation is focused around our teams being empowered and using their own discretion within their delegated limits and using a framework for the most frequent issues. This will help us to make decisions to resolve disputes as early and effectively as possible.
- 1.6 In this policy, the term 'resident' includes anyone who accesses our services in connection with service delivery, complaints, and disputes on behalf of a resident, (being a tenant or a leaseholder).

2 The Different Types of Compensation

2.1 Compensation Required by Law

2.1.1 Home Loss

- 2.1.1.1 Home loss payments are paid to our residents or owner-occupiers who have lived in their home for 12 months or longer and are required to move home permanently because of redevelopment or demolition of their home. This payment is the statutory amount set and the up to date amount can be found [here](#). In exceptional circumstances, we may also pay some additional supportive costs.

2.1.2 Disturbance

- 2.1.2.1 Disturbance payments may be made to people who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for reasonable moving costs.

2.1.3 Improvements

- 2.1.3.1 If your tenancy is ending and you completed improvements to your property after 1 April 1994 you may be entitled to compensation for those improvements. We can tell you if your improvements fit our criteria. Please visit [here](#) to find out more.

2.1.4 Right to Repair

2.1.4.1 The Right to Repair scheme covers specific repairs, known as ‘qualifying repairs’ which cost less than £250 and should be done within a set time limit. If we do not carry them out within that time you may be entitled to compensation. If you make contact with us, we can tell you if your repair is a ‘qualifying repair’.

2.1.5 Payment for Damage to Your Property/Belongings

2.1.5.1 In general terms, it is our responsibility to insure the building and a resident's (your) responsibility to insure the contents of their home.

2.2 **Discretionary Compensation**

2.2.1 Compensation payments may be offered where:

- We have failed to deliver a service to our advertised standard
- In recognition of the time and trouble taken by the resident to make their complaint
- In recognition of distress and inconvenience experienced
- To reflect where you have suffered a loss because of a service failure by us or our contractors

2.2.2 When considering the amount of compensation you may be entitled to, we will consider the severity of the service failure, out of pocket expenses you incurred, the impact on you and the length of time the problem lasted. There is no automatic right to this type of compensation.

2.2.3 The reference table below is indicative only and our teams will use this as the framework to consider any compensation claim. The guided amounts relating to these incidences can be found in appendix A. When considering a claim for compensation we will align this to the Housing Ombudsman Service guidance, found in Appendix B.

Mild	Moderate	Severe
Mild impact to the household/person and was resolved quickly once issue identified. No significant impact, more of an inconvenience. <i>e.g. Loss of cooking facilities (cover cost of takeaway meal).</i>	Issue/problem has caused a more substantial impact to the household/person and has lasted a longer period of time than should have been expected. E.g. <i>Loss of heating and hot water >48 hours</i>	Serious impact to the household/person. Distress and displacement and property could not be temporarily used, or a significant time elapsed before problem was rectified.
Compensation amount to be discussed with the Complaints Officer.	Compensation amount to be discussed with the Complaints Officer.	Compensation amount to be discussed with the Complaints Officer. Sign off required by relevant Assistant Director.

3 Situations Where Compensation will not be Considered

3.1 There are some exclusions to our policy and the following will not be considered within the grounds of compensation:

- We do not pay compensation for loss of earnings.
- We do not pay claims for personal injury
- We do not pay claims for damage caused by circumstances beyond a landlord's control, for example through storm or flooding)
- We do not pay for problems caused by a third party not working for us
- Problems resulting from lifestyle choice, for example damp and mould)

4 Making a Claim for Compensation

4.1 To make a claim for compensation please complete our online form [here](#)*.

4.2 It is really important that you provide us with as much information and evidence of any financial loss to help us to consider your request. We will review your information and provide a response within 10 working days.

4.3 If we have to refer your claim to our own insurers, this can take longer but we will tell you what to expect.

4.4 If you accept the compensation offered, you will be asked to confirm your acceptance in writing. Once accepted, payment will be made within 10 working days

4.5 It will be our standard practice to offset any compensation payment against any existing rent arrears. Reimbursements, such as for a replacement product, are paid regardless of arrears on a rent account.

5 Appeals

5.1 If you do not agree with the outcome of your compensation application, you can ask for this to be dealt with under our complaints policy.

6 Legislation and Regulation

Legislation

Land Compensation Act 1973
Data Protection Policy
Equality Act 2010
Housing Ombudsman Scheme -
Complaint Handling Code
Right to Repair Legislation ([here](#))
Regulator of Social Housing -
Home Standard

Internal Documents

HS011 Complaints policy
P032 Complaints procedure
HS016 Repairs and Maintenance Policy
HS004 Customer Care

7 Diversity and Inclusion

7.1 We will ensure this policy is applied fairly and consistently to residents, in line with our Diversity and Inclusion policy. We will ensure no person or group of persons is treated no less favourably than any other person or group of persons.

7.2 We have completed an equality impact assessment on this policy and consulted with the Equality Diversity and Inclusion group to ensure this is accessible to all.

*where required, we can provide support with this process.

Appendix A

Guide to Compensation amounts for our staff.

Example	Category	Suggested amount
Lack of heating <3 days	Mild	£10.00
Lack of heating - temporary heaters issued >24 hours	Mild	£5.00 per day
Lack of hot water >24 hours	Mild	£5.00 per day
Service response (lack of service standards)	Mild	£10.00 or other goodwill gesture
Complaint not responded to within service standard	Mild	£10.00
Distress or inconvenience - service related	Moderate	Maximum £50.00
Length of time to respond to complaint exceeds policy and has resulted in undue time wasted by complainant	Moderate	£25.00
Lack of heating/hot water >3 days	Moderate	£25.00 or £5.00 per day - whichever is greater until resolved
Unresolved repair >28 days	Severe	Minimum of £150.00.
Homeless - resident is asked to move	Severe	Compensation is calculated according to the formula set out in section 29 of the Land Compensation Act 1973 as amended by Planning Act 1991.
Disturbance i.e. payments made to compensate tenants for reasonable expenses that they have had to pay in moving	Severe	Paid on case by case basis. Quotes to be obtained.

All payments to be discussed with the Complaints Officer before offer.
Any 'severe' payment must be signed off by the relevant Assistant Director.

Please be advised that this table is a GUIDE, compensation amounts may vary based on individual circumstances, in line with our policy and guidance. This list is not exhaustive.

Appendix B - The Housing Ombudsman Service (HOS) Guidance on Financial Compensation

HOS approach to financial compensation.

HOS compensation calculations are based on what is considered fair in the circumstances of a case.

We may order a landlord to pay compensation for:

- *Actual quantifiable financial loss sustained as a direct result of the maladministration or service failure identified; and/or*
- *Other financial redress, for example in recognition of avoidable inconvenience, distress, detriment or other unfair impact of the maladministration or service failure which has been identified. Factors we may consider when deciding the overall amount include:*
 - *the duration of any avoidable distress or inconvenience*
 - *the seriousness of any other unfair impact*
 - *actions by the complainant or the landlord which either mitigated or contributed to actual financial loss, distress, inconvenience, or unfair impact*
 - *the level of rent or service charges*
 - *the landlord's own compensation policies*
 - *the levels of compensation for similar cases paid by other UK Ombudsmen.*

HOS compensation calculations are always based on what is fair on the circumstances of the case being considered. We do not limit our discretion by setting limits on the amount of awards that can be made - in other words we do not set minimum and maximum amounts. In some cases, it is relatively straight-forward to quantify the amount of compensation that would be fair in the circumstances. But many of the cases we deal with are more complex and compensation cannot be easily quantified in this way. We may therefore set out a remedy that involves compensation under a series of different elements, using our discretion to decide how these are set out. More detailed guidance on remedies, including suggested ranges of compensation levels that may be appropriate, is available for caseworkers. This sets out detailed guidance, including the consideration of mitigating and aggravating factors, when deciding an award of financial compensation. This is to ensure that a complainant's actions and circumstances are considered when reaching a decision on a proportionate award of compensation.

Source [Policy on Remedies \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk) (January 2021)