



## Havebury Housing Partnership

# COMPENSATION POLICY

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## **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 on 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).
- 1.7 Our compensation policy aims to align with the approach and compensation payments with the Housing Ombudsman Service (HOS) current recommended amounts.

## **2 The Different Types of Compensation**

### **2.1 Compensation Required by Law:**

#### 2.1.1 Home Loss

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

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

If a tenancy is ending and improvements were made to the property after 1 April 1994 there may be an entitlement to compensation for the improvements. Eligibility and further information is available on our website.

#### 2.1.4 Right to Repair

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

In general terms, it is our responsibility to insure the building and a resident's (your) responsibility to insure the contents of their home. Where items have been lost or damaged, we will recommend you making an insurance claim for those costs.

### 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 that should have been expected. <i>E.g. Loss of heating and hot water &gt;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.
We recognise that there has been service failure which had an impact on the complainant but was of short duration and may not have significantly affected the overall outcome for the complainant.	The impact experienced by the complainant could include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.	Remedies in the range of these amounts are used in recognition of maladministration / severe maladministration that has had a severe long-term impact on the complainant. Remedies in this range will be appropriate when there has been a significant and

		serious long-term effect on the complainant, including physical or emotional impact, or both.
Compensation amount to be determined by the Complaints Officer and Investigation Manager.	Compensation amount to be determined by the Complaints Officer and Investigation Manager.	Compensation amount to be discussed with the Complaints Officer. Sign off required by an Assistant Director.

2.3 Our awards may also recognise the fact that the emotional impact experienced by an individual complainant is unique to them. Not all complainants will experience the same emotional impact in response to the same instance of service failure. This might be due to their particular circumstances, or as a result of a vulnerability ('aggravating factors'). Consideration of any aggravating factors may justify an increased award to reflect the specific impact on the complainant. Further details of 'aggravating factors' can be found in appendix C.

2.4 Our calculation of compensation amounts can take into account many different factors and considerations, as well as the cumulative impact. We will set this out in our response to you.

### 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.
- We do not pay for problems resulting from lifestyle choice.

### 4 Making a Claim for Compensation

4.1 To make a claim for compensation please visit us at <https://www.havebury.com/corporate/performance/complaints-and-compliments-2-2/>.\*

4.2 It's 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. We will do this where there has been damage to a person or their belongings.

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

4.5 Where compensation is offered, it will be paid directly into your bank account.

Where there is an arrear on any account with us, we will discuss with you if you would like to use your compensation to offset any arrears you have with us.

Exceptions where payments cannot be used for arrears include:

- Where we are making a statutory Home Loss or Disturbance payment.
- Where any arrear has been caused by an error on our part.
- Where we are reimbursing you for 'out of pocket' expenses that you have already incurred.

## **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 Equality, 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 favorably 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, as set out by the Housing Ombudsman Service Remedies Guidance (2022):

Category	Impact on resident	Suggested amount(s)	Likely associated finding
<b>Mild</b>	Minimal Short duration May not have significantly affected the overall outcome for the resident. Might include distress, inconvenience, time and trouble, disappointment, loss of confidence and delays in getting the matter(s) resolved.	£50-£100	Minor failure in the services we provided, and we did not put them right or acknowledge them in the first instance.
<b>Moderate</b>	No permanent impact	£100-£600	We have failed in our service which has adversely affected our resident(s) and failed to put this right.
<b>Severe</b>	Significant impact, physical and/or emotional impact or severe long-term impacts	£600-£1000+	Serious failings that could result in maladministration. We have repeatedly failed to resolve the issue(s). The issues have been ongoing for a significant period of time. There could be more than one issue.

The below table can be used as a guide to confirm the amounts listed above.

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
Out of pocket expenses	As per evidence/situation	Paid on confirmation of costs
Distress or inconvenience – service related	Moderate	To be discussed based on all factors.
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.
Homelessness – 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	Severe	Paid on case-by-case basis. Quotes to

to compensate tenants for reasonable expenses that they have had to pay in moving		be obtained.
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All payments to be discussed with the Complaints Officer before offer.  
Any 'severe' payment must be signed off by an 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.**

## 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 number 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)



## Appendix C

Examples of aggravating factors might include:

- complainant's mental health condition (for example mishandling of ASB aggravates existing condition)
- complainant with young children (for example an extended period in temporary accommodation as a result of repair delays causes significant inconvenience and upset)
- complainant's disability (for example the daily impact of emergency decant as result of failure to comply with repairing obligations)
- complainant with responsibility for dependent with disability (for example delayed repair response could have disproportionate impact)
- any previous history of mishandling by the landlord of the complainant's tenancy.

The above lists are not exhaustive, and complaints may include elements from more than one category. There may be occasions where the nature of the failures places the complaint within one range, but the number and duration of the failures cause an impact which justifies a higher amount of compensation. In summary, deciding the compensation that should be paid in an individual case will be a judgement based on the individual elements of service failure, the number of service failures, and any other aggravating / mitigating factors or hardship.