Havebury Homes Compensation Policy

HS 012

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Relevant corresponding Policy *(procedures only)*			
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Accountable Director (*Relevant ED)*	*Director of Operations*		
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	Other		
Equality & Diversity Impact Assessment Outcome	LOW		
Legal Advice (inc date)	Not Required – Benchmarked to Housing Ombudsman Service		

1 Introduction

1.1 We recognise that things can sometimes go wrong, and we aim to resolve issues as quickly and fairly as possible. Compensation is one of the remedies we may use, alongside other actions, to put things right. This policy supports our Complaints Policy and sets out our commitment to taking responsibility where service failures occur, including making discretionary payments or goodwill gestures where appropriate.

1.2 Our compensation payments will be fair and proportionate to the issues residents 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 discretionary payments.

1.4 Any offer of compensation will be made along with an apology, an explanation of how our services failed and 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 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. These payments are to reimburse reasonable costs and losses because they have been

required to move, rather than to compensate for the loss of the home. This is separate to a home loss payment. There is no fixed payment set by legislation. This procedure is covered by our decant procedure.

2.1.3 Improvements

If a tenancy is ending and improvements were made to the property after 1 April 1994 there may be entitlement to compensation for the improvements. Eligibility and further information are 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. Residents should contact us to enquire if they have a 'qualifying repair'. Further information on timescales can be found here.

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 compensation guidance.

Service Failure	Maladministration	Severe Maladministration
Low impact for a short duration	No permanent impact	Severe long-term impact
• There was minimal impact caused by the landlord's failings.	• There was a failure which adversely affected the resident.	• There have been serious failings by the landlord.

• The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact. • An apology is sufficient to remedy what has gone wrong.	• The landlord has failed to acknowledge its failings and/or has made no attempt to put things right, or • The landlord has acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.	• There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident. • The landlord repeatedly failed to provide the same service which had a seriously detrimental impact on the resident; demonstrating a failure to provide a service, put things right and learn from outcomes.
Compensation amount to be determined by the Complaints Officer and Investigation Manager. Sign-off required by the Complaints Manager (up to £500) or Head of Customer Experience (up to £1,500).	Compensation amount to be determined by the Complaints Officer and Investigation Manager. Sign-off required by the Complaints Manager (up to £500) or Head of Customer Experience (up to £1,500).	Compensation amount to be discussed with the Complaints Officer. Sign off required by the Head of Customer Experience (up to £1,500) and/or Assistant Director (over £1,500).

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 B.

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, opportunity or holiday entitlement.
- We do not pay claims for legal damages, loss of personal belongings and/or insurance claims.

- 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 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.

4.2 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.

4.3 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 Equality, Diversity and Inclusion

6.1 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.

6.2 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.

7 Reporting

7.1 Quarterly reporting is provided to the resident experience committee (REC), highlighting any trends in compensation payments for both formal and informal payments. Monthly reporting is provided to all service leads in respect to compensation in relation to their service areas.

8 References

Related External Documents	
Reference	**Link to reference**
• Land Compensation Act 1973	https://www.legislation.gov.uk/ukpga/1973/26/contents
• Data Protection Policy	https://www.gov.uk/government/publications/slc-data-protection-policy/data-protection-policy
• Equality Act 2010	https://www.legislation.gov.uk/ukpga/2010/15/contents
• Housing Ombudsman Scheme – Complaint Handling Code	https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/
• Right to Repair Legislation (here)	
• Regulator of Social Housing – Safety and Quality Standard	https://www.gov.uk/government/publications/home-standard
Related Internal Documents	
• HS011 Complaints policy • P032 Complaints procedure • HS016 Repairs and maintenance policy • HS054 Reasonable adjustments policy	

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Appendix A – Guide to Compensation amounts, as set out by the Housing Ombudsman Service compensation guidance 2026

Category	Impact on resident	Suggested amount(s)	Likely associated finding
Service Failure	Minimal and/or short duration May not have significantly affected the overall outcome for the resident. Might include inconvenience, time and trouble, disappointment, delays in getting the matter(s) resolved.	Up to £100	Minor failure in the services we provided, and we did not put them right or acknowledge them in the first instance.
Maladministration	No permanent impact, might include distress, loss of confidence in the service	£100-£600	We have failed in our service which has adversely affected our resident(s) and failed to put this right.
Severe Maladministration	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 table below can be used as a guide to confirm the amounts listed above. There may be several of the below included as part of the calculation within the overall category finding.

Example	Suggested amount
Heating & Repairs	
Lack of heating and/or hot water (>24 hours) **this includes the cost of the use of temporary heaters and/or immersion use*	£15 per day for complete loss £8 per day for loss of one service (heating or hot water)
Failure to offer temporary heaters within >24 hours	£25
Missed appointments <24 hours notice	£25 per missed appointment
Failure to meet Repairs SLA *(Emergency >24hrs, damp and mould >10 working days or by appointment >28 working days as per repairs policy guidance)*	£150
Loss of power	£10 per day for complete loss £10 per week for loss of lighting only
Customer experience and service standards	
Service failure to meet complaint response times (within 2 working days of the original date)	£50, per missed SLA.
Service failure in complaint handling *(failure to communicate hold reason, elements where not addressed within the response)*	£25 per service failure
Missed callback request >2 working days And/or missed service request >5 working days	£25 per missed request
Untimely/poor communication	£25 per instance of poor communication
Impact	
Out of pocket expenses	Paid on confirmation of costs
Distress or inconvenience – service related	To be discussed based on all factors.
Impact to the resident	To be discussed based on Appendix B – aggravating factors
Homeloss – resident is asked to move	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 residents for reasonable expenses that they have had to pay in moving	Paid on case-by-case basis. Quotes to be obtained.
Temporary loss of use of the property - compensation based on rent charged for each relevant space	Calculated in line with the guidance set out by the HOS in section 7 of https://www.housing-ombudsman.org.uk/landlords-info/guidance-notes/compensation-guidance/

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
Examples of aggravating factors might include (but are not limited to) where the resident:

- lives with a disability, long term health condition, mental health condition or other circumstances that mean it is reasonable to consider that the impact of maladministration may have been experienced more significantly.

- has young children and staying in temporary accommodation because of repair delays causes significant inconvenience and upset

- has caring responsibilities for dependent children and /or adults with additional care needs and the delayed repair has had a detrimental or inconvenient impact.

- requires reasonable adjustments or accessible services and these were not provided or were delayed; resulting in a lack of inclusion / distress

- has experienced a history of mishandling by the landlord which has resulted in cumulative impact

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.