



**PEAKS & PLAINS**  
Housing Trust

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# The Trust

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## Compensation Policy

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Version number: V3

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Effective Date: May 2021

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## 1. INTRODUCTION

- 1.1. The Trust acknowledges that, on occasions, things may go wrong and customers receive services that do not meet acceptable service levels, or they feel aggrieved by the way they have been treated.
- 1.2. This policy provides a clear framework for consideration and award of compensation and good will gesture payment where customers have experienced a failure in service delivery.
- 1.3. The policy will also address those circumstances where mandatory compensation is due to a customer for example home loss, disturbance and tenant improvements.

## 2. POLICY STATEMENT

- 2.1. This policy should be read in conjunction with the Trust's Complaints Policy. The Trust will consider claims for compensation from its tenants, leaseholders and members of the public.
- 2.2. The policy demonstrates our commitment to ensuring customers receive a fair and transparent resolution to complaints and is aligned with the Regulator for Social Housing's Consumer Standards and the advice of the Housing Ombudsman.
- 2.3. The Trust recognises that redress for service failure may require remedies other than financial compensation in order to restore a person to the position they would be in if the failure had not occurred. However in some instances, financial compensation may be the only and appropriate form of redress.
- 2.4. Each claim for compensation will be considered on its individual merits. The Trust will use discretion and common sense in deciding the most appropriate means of redress, while promoting consistency.
- 2.5. The Trust also takes responsibility for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on the landlord's behalf.
- 2.6. Through the use of this policy the Trust will ensure claims for redress are dealt with fairly, quickly and efficiently, and importantly that the Trust learns any lessons arising from the claim.

### 3. IMPLEMENTATION

#### 3.1. Compensation payments and Good Will gestures

3.1.1. The Trust will consider compensatory payments (monetary or non-monetary) or goodwill gestures where there is evidence of:

- poor complaint handling
- unreasonable delays in providing a service e.g. in undertaking a repair
- failure to provide a service that has been charged for
- temporary loss of amenity, where this is the responsibility of the Trust
- failure to meet target response times
- loss of use of part of the property
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation

#### 3.2. Quantifiable Losses

3.2.1. As part of this policy the Trust will consider quantifiable loss incurred by customers which could include: increased heating bills due to disrepair, having to pay for alternative accommodation or take away food, paying for cleaning or carrying out repairs where the Trust has failed to meet our obligations.

3.2.2. Any quantifiable losses and costs must have been reasonably incurred by the customer and evidence of such loss must be available, i.e. receipts, invoices.

#### 3.3. Mandatory Payments

##### 3.3.1. Home Loss and Disturbance Payments

Home Loss and Disturbance payments may be made to tenants who have lived in their property for a minimum of twelve months and are required to move home permanently as a result of redevelopment or demolition of their home.

The Trust will ensure that Home Loss and Disturbance payments are made in accordance with the Land Compensation Act 1973.

##### 3.3.2. Improvements

Tenants have a contractual right to claim compensation at the end of their tenancy for 'qualifying improvements' they have carried out to their home.

The tenant must receive written permission from the Trust prior to making any substantial improvement that affects the structure of the home or any of its fixtures and fittings. The tenant must notify the Trust in writing when the improvement has been completed so that the date of improvement work can be agreed and that the work can be inspected.

- 3.3.3. Compensation for improvements will not be considered where:
- The tenancy is terminated through a possession claim based on the tenant's breach of tenancy conditions.
  - The tenancy is ending because the tenant is purchasing the property under the 'Right to Buy', as the tenant has the continuing use/enjoyment of the improvement after purchase.
  - The improvement work was not authorised by the Trust
  - The type of improvement work does not qualify for compensation.
- 3.3.4. Any claim for compensation for improvements must be submitted within 14 days of the tenancy end date.
- 3.4. Right to Buy Delays
- 3.4.1. Tenants who exercise a Right to Buy application are entitled to claim compensation for any delay in completing the sale to required timescales, in line with Section 124 of the Housing Act 1988, Sections 153A and 153B and Part V of the Housing Act 1985 (the Right to Buy).
- 3.4.2. To claim compensation, tenants must first issue a "Delay Notice" to the Trust giving one-month period in which to resolve the delay. If the tenant then issues a further "Operative Notice", due to the failure of the Trust to comply with the original Notice, rent free weeks will be taken from the final purchase price for each week that is outside of the deadline.
- 3.4.3. If the delay exceeds 12 months, a greater sum of one and a half times the weekly amount of rent, multiplied by the number of weeks, is deducted from the final purchase price.

#### 4. HOW WE WILL DEAL WITH CLAIMS FOR REDRESS

- 4.1. Any offer of compensation that the Trust makes will be accompanied by an apology; an explanation as to how the failures in service occurred; a demonstration of learning and a commitment to making service improvements. We will aim to deal with claims for compensation within 15 working days, and if this timeframe is not achievable we will advise the customer on the reasons for any delay.
- 4.2. All managers within the Trust are empowered to make offers of redress and compensation within the schedule of delegated authority which focuses on promoting staff empowerment, discretion and autonomy to enable them to make decisions conducive to the early and effective resolution of disputes.
- 4.3. Any monetary offer of compensation will be offset against any rent arrears or other debts owed to the Trust, unless there are circumstances that would render this unfair.
- 4.4. Compensation will be paid or adjusted on the rent account within ten working days of the offer being accepted.
- 4.5. Offers of discretionary compensation will only remain valid from 4 weeks from the point of offer. If they are not accepted within this time, the offer will be rescinded.

## 5. HOW WILL THE TRUST CALCULATE COMPENSATION

- 5.1 The Trust will determine compensation dependent on the duration of the problem and extent or severity of the service failure. We will also account for vulnerabilities and identify that any impact is worsened through disability, age or the presence of young children.
- 5.2 Appendix A details some of the situations when compensation awards will be considered, and indicate levels for an appropriate financial award.

## 6. SITUATIONS WHERE THE TRUST WILL NOT PAY COMPENSATION

- 6.1. Claims for compensation or loss will not be consider within the terms of this policy where;
- Claims relate to personal injury
  - The Trust has taken out insurance to handle the risk of liability to itself, where customers claim they have been injured or their possessions have been damaged or they have suffered a financial loss as a result of the Trust's negligence. Such claims will therefore be referred to the insurer.
- 6.2. The Trust will not consider compensatory payments (monetary or non-monetary) or goodwill gestures where:
- The issue has caused little or no inconvenience to the people affected
  - The fault has been caused by a third party who the Trust have no relationship with or control over
  - The complainant could make a claim on their own contents insurance
  - The incident was caused as a result of negligence by the complainant or their failure to comply with the terms of their tenancy or license agreement
  - Service failure is the result of extreme or unforeseen conditions where the Trust has taken all reasonable steps to restore services or facilities under the prevailing conditions.

## 7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1. The Trust will ensure that its Compensation Policy is accessible to its diverse customers and will take into account the different needs of people wishing to make a claim for compensation. We will offer practical support and assistance for customers who may otherwise find it difficult to make a claim.

## 8. RESPONSIBILITY

- 8.1. The Director of Operations is responsible for the effective implementation of this policy, and at least annually reporting Compensation payments to the Trust's Board or Audit Committee.
- 8.2. The Head of Customer Experience is responsible for ensuring that all staff involved in the implementation of this policy are aware of and trained appropriately.

- 8.3. All Managers throughout the Trust will have a responsibility to understand and be able to make Compensation payments under the guidance of this policy.
- 8.4. The Customer Voice Manager will be responsible for the completion of regular performance updates and data relating to Compensation payments.

**9. REPORTING AND REVIEW**

- 9.1.
  - Senior Officers will report Compensation payments to customers to the Trust’s Challenge Group at least annually
  - The Director of Operations will report Compensation payments to Board/Audit Committee
- 9.2. A monthly report will be provided to the Senior Management Team highlighting complaints received by the Trust and any compensation paid.
- 9.3. The Trust will review this Policy every 3 years.

**10. ASSOCIATED DOCUMENTS**

- 10.1.
  - Equality and Diversity Policy
  - Complaints Policy
  - Repairs Policy
  - Standing orders and financial regulations.

**POLICY INFORMATION**

Policy Statement Name:	Compensation Policy
Status:	V3
Approved by:	Executive Management Team
Drafted By:	Head of Customers
Date approved:	January 2021
Next Review Date:	January 2024

## APPENDIX A

Service Failure:	Indicative compensation:
Failure to deliver a service which is subject to a service charge, where the fault has been reported and the Trust has not responded within the response timescales and has not provided a justifiable explanation.	Reimbursement of the relevant part of the service charge.
Major works not completed at time of let, which renders the property uninhabitable.	Rent free period for the time that the property is uninhabitable following assessment by relevant officer.
Lack of hot water and/or heating beyond the published repairs timescales.	Up to £50 total payment
Loss of use of part of a property for a period beyond the time advised for completing remedial works; <ul style="list-style-type: none"> <li>• Kitchen or Bathroom or Toilet (where no other available)</li> <li>• Bedroom (where no spare room available)</li> <li>• Living Room/Dining Room/Parlour</li> </ul>	Payment of compensation will be based on the following: <ul style="list-style-type: none"> <li>• 20% daily rent</li> <li>• 10% daily rent</li> <li>• 5% daily rent</li> </ul> Up to a maximum of £250