

Compensation Policy

Linked strategies	Live Happy
Version	4.0
Date approved by	SAM – January 2023
Policy level	3
Agreed by Union	n/a
Date effective	January 2023
Date of next review	January 2026
Policy Owner	Head of Customer Excellence

1 Policy Statement

- 1.1 We are committed to providing great communities where people live well. This policy provides a fair and consistent approach in the consideration of compensation payments.



1.2 We will adhere to all legislation and regulation and will seek to deliver a compensation service that is fair and reasonable.

1.3 A compensation procedure will support this policy to ensure that all compensation requests are dealt with consistently and payments are made in a timely fashion.

2 Scope

2.1 This policy applies to Greatwell Homes customers and covers mandatory and discretionary compensation payments made as part of a complaint resolution to our customers that arise because of a service failure on our part, including loss or damage to personal goods. This policy does not include services related to our commercial relationships with other parties. *This policy does not cover Home Loss payments or disturbance payments which are covered by the Decant Policy.* Compensation payments in terms of this policy are outside of any insurance payment.

3 Definition

3.1 Compensation is defined as “something” (monetary or otherwise) given or received as payment or reparation in recognition for an unsatisfactory service, or loss. Compensation does not necessarily imply liability on the part of Greatwell Homes.

4 Policy Principles

4.1 To provide a good and reliable service to all customers, recognising that we do not always get it right and in certain instances customers should be compensated.

4.2 The aims of this policy are to ensure that we:

- set out the circumstances under which compensation can be paid and / or a goodwill gesture may be made;



- 4.3
- ensure payments are properly assessed, monitored and controlled to promote consistency.

To comply with regulatory requirements and best practice.

- 4.4
- To ensure that each claim for compensation is assessed on its own merits and decisions based on individual circumstances, taking in to account all relevant known circumstances and supporting evidence.

5 Compensation Overview

- 5.1 Compensation **may be paid** in the following situations:

- Accidental damage to a customer's property.
- Where we have failed to carry out certain repairs without reasonable justification.
- Where a customer who is moving out of our property has made certain improvements to their home.
- Loss of the use of rooms, only where we are at fault.
- Where a customer's electricity has been used excessively to carry out works.
- Additional electrical costs incurred using temporary electric heaters following the loss of heating and hot water.
- Severe inconvenience due to lack of service.
- Compensation for upheld complaints where significant loss, including 'time and trouble' has been incurred.
- Following an Ombudsman determination.
- Other situations as agreed by the relevant Head of Service.

- 5.2 We may make a goodwill gesture where appropriate in some circumstances to accompany an apology, this may include flowers or chocolates.

- 5.3 Compensation **will not be paid** in the following circumstances (*please note this list is not exhaustive and should be used for guidance*):

- When all statutory and contractual obligations have been fulfilled.



- When contractors have been unable to gain access to the property to complete a repair.
- When further work is needed that could not have been anticipated and the customer has been kept informed.
- When the loss or damage has been caused by the customer, a member of their household or a visitor.
- Where we have disposed of an item or possession left on our property without our permission and reasonable notice has been given.
- When the damage occurred as a result of an unauthorised alteration to the property carried out by the customer or work not completed to our stated standard.
- When the loss or damage has been caused by a third party or contractor that is not acting on our behalf.
- When the customer has not claimed for lost or damaged items in the stated timescale, and they are unable to produce the damaged items for inspection
- The works exceed the initial diagnoses that further inspections and estimates are carried out.
- The repair cannot be carried out because of circumstances beyond our control, e.g., parts on order, adverse weather, failure of public utility supply.
- Larger items of repair and cyclical maintenance will be part of a planned programme.
- Certain repair work may damage a resident's decorations; we will always attempt to make good, and if we are unable to exactly match existing decoration, we would not offer additional compensation.

5.4 Any assessment/determination concerning a compensation payment, for example the level of inconvenience, the excessiveness of electricity use, the reasonableness of justification to carry out repairs, etc. will be made by us.



- 5.5 Customers are expected to take out content's insurance, and compensation will only be paid for damage to customers' own furniture or personal property in exceptional circumstances, generally where we feel we have been negligent. However, where damage has been caused directly as a result of our actions or oversight, or those of contractors acting on our behalf, consideration will be given to reimbursement without the need for customers to make a claim at further inconvenience and cost to themselves.
- 5.6 Customers are encouraged to report incidents where they are unhappy with the service they have received. In such cases offering a small amount of compensation may be appropriate to recognise any inconvenience caused.
- 5.7 Where payments are to be offered, consideration will be given to adding the payment to the customer's account where there are arrears and where such action will not have a detrimental impact on the customer.
- 5.8 Where the customer experiences unexpected household costs, electricity for example, as a direct result of a service failure, consideration will be given to making the payment direct to the customer to avoid hardship.
- 5.9 Claims for compensation should be made within 28 days of the event unless there are exceptional circumstances. The Customer Experience Manager will discuss with customer or their representative any claims outside of the aforementioned 28 days and determine based on circumstances and information provided if payment will be made outside of the 28-day timeframe
- 5.10 Failure to carry out certain repairs
- 5.10.1 Some customers have a right to claim compensation where certain urgent repairs are not completed on time; this right will be set out within the tenancy agreement. A list of qualifying repairs can be provided upon request. This right applies to Assured, Rent Plus, Rent to Buy and Market Rent tenancies. When a new build property is still within the one-year defects period, it should be noted resolution with the contractor should be sought to resolve a repair issue and as such falls outside of this policy. This right does not apply to leasehold properties, shared ownership properties, temporary accommodation, or communal areas.



5.11 Compensation where customers have made improvements to their home

- 5.11.1 In accordance with the Landlord and Tenant Act 1927 (Compensation for Tenant's Improvements), tenants have a mandatory right to claim compensation for certain improvements they have made to their homes, providing they received our permission to carry out the work. Compensation is only payable at the end of the tenancy. A list of qualifying improvements can be provided on request.
- 5.11.2 The amount of compensation is calculated according to a set formula which is set out in legislation, which involves the "notional life" of the improvement.
- 5.11.3 Compensation will not be paid where the formula produces an amount less than £50. The maximum compensation is £3,000. The claim for compensation must be made in writing between 28 days before the actual end of the tenancy or up to 14 days after the tenancy has ended.
- 5.11.4 This right does not apply to leasehold properties, temporary accommodation, and tenancies within their probationary period.

5.12 Compensation for loss of facilities

- 5.12.1 If a customer loses the use of part, or all of their home and amenities, compensation will be considered, but not automatically granted. No retrospective payment will be made if a customer has been decanted from their property as a result of a repair.
- 5.12.2 In respect of loss of rooms when tenants are unable to use one or more rooms in their home for 24 hours or more (or at least overnight). This will depend on the circumstances in each case and will only apply where we are at fault. The rent charged will be used as the basis for calculation and the calculation will be made on a daily basis. Generally, these payments will not exceed the following amounts:

Kitchen: 50% reduction of the full rent for the period

Toilet: 50% reduction of the full rent for the period unless there is another toilet in the home.



Bathroom Washing Facilities: 25% reduction of the full rent for the period

Living room: 20% reduction of the full rent for the period

Bedroom: 20% reduction of the full rent for the period. If the property is under-occupied and no person is using the room or there is another room available, no compensation will be payable.

5.13 Where a customers' electricity has been used to carry out works

5.13.1 A customer will be entitled to compensation if their electricity supply has been excessively used for carrying out repair or improvement works, such as drying out using industrial heaters or dehumidifiers.

5.13.2 Reimbursement for additional electricity usage may also be considered if electric heaters are provided during a period when the heating installation has failed.

5.14 Severe inconvenience due to lack of service

5.14.1 If we fail to provide a particular service for which a customer pays a full-service charge for a continuous period of 7 days, and this has caused severe inconvenience, e.g., where a lift is not working, a payment of compensation will be considered. Such payments will be at the discretion of the relevant Service Manager based on the severity of the inconvenience.

5.15 Compensation for upheld complaints

5.15.1 From time to time, it may be necessary to offer compensation payments in settlement of formal complaints. Unless determined by the Housing



Ombudsman, such compensation is at our discretion depending upon the circumstances of the complaint.

6 Implications for customers and staff (data protection info sharing and confidentiality)

6.1 A PIA has been completed for this policy and is available on request.

6.2 Equality Impact Assessment - EIA screening questions have identified that a full EIA is not required.

7 Performance Management

7.1 There are no specific performance measures for this policy.

8 Responsibility and Decision Making

8.1 The table below illustrates the structure for responsibility and decision making in relation to this policy.

Person Responsible	Scope
Head of Customer Excellence	Responsible for updating this policy in line with legislative changes, in line with policy tracker.
Customer Experience Manager	Overall Responsibility for the day-to-day application and adherence to this policy and its related procedures and the limits as set by the Further Delegations Framework and Financial Regulations.
Customer Services Team Leader	Responsible for the day-to-day application and adherence to this policy and its related procedures and the limits as set by the Further Delegations Framework and Financial Regulations.
Complaints Resolution Officer	Responsible for the day-to-day application and adherence to this policy.

9 Review

9.1 This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner, updates or recommendations for changes will be



presented to SAM as appropriate.

Associated Policies	Associated Procedures
Customer Concerns & Complaints	Compensation Guidance
Decant Policy	Customer Concerns & Complaints procedure
	Decant Procedure

