



Compensation policy

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TWO RIVERS HOUSING

Compensation policy

1.0 Introduction

- 1.1 Two Rivers Housing (TRH) is committed to delivering efficient, quality services with high levels of customer satisfaction. We recognise that any failure to meet this commitment can impact on our customers and may require redress in line with our Complaints Policy.
- 1.2 The aim of providing redress is to, wherever possible, restore a person to the position they would have been in had the service failure not occurred. TRH will consider all potential remedies to put a situation right. This may include goodwill gestures or offers to undertake repairs or redecoration which would otherwise be a customer's responsibility. However, it is recognised that in some instances financial compensation may be the only appropriate form of redress.
- 1.3 TRH will ensure that compensation payments are fair and proportionate. We will aim to promote consistency but recognise that each case must be reviewed on its merits and that impact on individual circumstance must be considered.
- 1.4 Compensation payments should, in the first instance, be used to clear any arrears owing to TRH where appropriate. Any quantifiable loss payments or out of pocket expenses will not be offset against rent arrears or sub-account debt.

2.0 Compensation claims and payments

- 2.1 There are three categories of compensation payment as follows:
- Mandatory;
 - Quantifiable loss; and
 - Discretionary.

3.0 Mandatory payments

- 3.1 Mandatory payments can include home loss, disturbance or tenant improvement payments, as well as payments under the Right to Repair scheme, such as the following:
- Home loss payments will be handled in line with TRH Decant Policy. They are set by statute and only apply where the tenant has been living at the property over the last twelve months and is required to move permanently by TRH. Home loss payments to leaseholders are also prescribed in S30 (1) of the Land Compensation Act 1973, but they differ to that of tenants and there is a minimum and maximum amount payable.
 - Disturbance payments will be handled in line with TRH Decant Policy. They will also be made to cover the actual costs and reasonable expenses

incurred as a direct consequence of a decant. Payments will be made whether the move is temporary or permanent. Tenants may be required to produce written estimates from reputable contractors. Payment can include, but is not limited to, the cost of removal, disconnection/reconnection charges, redirection of mail, a curtain/carpet allowance where they are not reusable, wage loss and other related out of pocket expenses.

- Right to Repair - TRH will comply with the Right to Repair provisions as listed in the Right to Repairs Regulations 1994 Schedule. Certain essential repairs are defined as qualifying under regulations issued as a result of this Act. The maximum number of days which it should take to complete these repairs is also defined. The scheme gives TRH a second opportunity to complete the work within the timescales prescribed. If not completed within the prescribed timescales and the tenants has informed TRH that the repair has not been done, compensation is payable as follows:
 - A flat rate of £10; and
 - £2 per day for each day the repair is not completed starting after the second target time has expired and ending on the day the qualifying repair is completed.
 - The total compensation payable will not exceed £50.
- Right to repair compensation will not be payable if exemptions exist such as missed appointments by the tenant, requested timescale extensions by the tenant or if the value exceeds £250. Please note this is only payable if the delay is not the tenant's fault.
- If the tenant is in rent arrears or owes TRH other liabilities, Right to Repair compensation will be used to extinguish or reduce these in the first instance.
- Compensation under the Right to Repair will not be paid automatically, so we advise customers to contact us to make a claim.
- TRH or its contractors will pay the prescribed compensation amount to a tenant in cases where it, or any of its contractors, have failed to carry out qualifying repairs within the prescribed timescales, following the service of a valid Notice and where reasonable access has been provided.
- Right to Compensation for Improvements An outgoing tenant who has made an authorised improvement to their home which qualifies under this scheme and is leaving their property vacant, can apply to be compensated in line with the TRH Tenant Improvement Policy. Proof of installation costs and dates of installation are required.

4.0 Quantifiable loss payments

4.1 These awards will apply where a resident can demonstrate an actual loss resulting from a service failure by TRH or its appointed contractor, and/or damage caused as a result of negligence or accident by TRH or its appointed contractor. This may include, but is not limited to costs relating to:

- Increased heating bills.
- Alternative accommodation.
- Take away food.

- Cleaning or redecoration.
 - Damaged personal possessions due to proven TRH/contractor negligence.
- 4.2 In each case TRH will only consider costs that have been reasonably incurred and where evidence of such loss has been provided.
- 4.3 Quantifiable loss payments will be paid directly to the tenant irrespective of any rent arrears or sub-account debt.
- 4.4 It is the customer's responsibility to have home contents insurance and we expect them to claim on this insurance where it is appropriate to do so.
- 4.5 We will only consider paying compensation under 4.4 if:
- 4.5.1 The damage is a direct result of something we have done or failed to do.
 - 4.5.2 The damage is the result of an incident in another property we own, and the incident is our fault.
 - 4.5.3 We have proof of ownership of the damaged item (or items) from the customer and a value for each item.
- 4.6 If a customer believes that we or the contractors working on our behalf are responsible for the damage, they should normally claim compensation within one month of the incident that caused the damage. We will take the age and cost of the damaged items into account and pay a percentage towards these.
- 4.7 Claims over £5000 will be managed via TRH's insurance policy.
- 4.8 Where TRH has provided temporary heating following a heating breakdown in qualifying months between October and April. TRH will recompense £4 per day per portable heater provided, until normal heating sources are restored. This compensation will not be off set against rent arrears or sub-account debts owed.
- 4.8.1 The amount of temporary heaters provided will be based on the number of bedrooms plus one for the main living area.
- 4.9 Where TRH has provided dehumidifiers, we will recompense £4 per day per dehumidifier provided, until the dehumidifier is no longer required. This compensation will not be off set against rent arrears or sub-account debts owed.

5.0 Discretionary payments

- 5.1 Discretionary payments may be made to compensate for either time and trouble, and/or distress and inconvenience resulting from a service failure of TRH or its appointed contractor, and where a practical resolution has been considered but is not appropriate.
- 5.2 Compensation is not automatic and will not apply where the service failure or mistake has not caused any problems or where it can be easily remedied. The

main aim should always be to put things right as quickly as possible, apologise where necessary and agree to change procedures where appropriate to prevent a reoccurrence.

5.3 Examples of instances that may merit a discretionary compensation payment include but are not limited to:

- Unreasonable delays in providing a service.
- Failure to follow a policy or procedure.
- Poor complaint handling.
- Failure to meet target response times.
- Failure to attend or contact at prearranged dates/times.
- Unreasonable time taken to resolve a situation.

5.4 When assessing the appropriate award level, the duration of the problem and the extent or severity of the service failure must be considered. It should also account for customer/household vulnerabilities and consider if the impact was worsened through disability, age, the presence of young children or other related factors.

5.5 The tables below provide guidance on how the value of compensation that should be assessed.

Degree of TRH Responsibility	No Impact	Minor Impact	Moderate Impact	Major Impact
None	£0	£0	£0	£0
Partial	£0	£0 - £50	£0 - £250	£0 - £500
Full	£0	£0 - £100	£0 - £500	£0 - £1000

Level of Impact	
Minor	Shorter duration or an individual instance without any long-term impact. Awarded where the service has not achieved the expected standard and the impact is no greater than would be reasonably expected.
Moderate	Longer duration and/or a series of service failures with significant impact. Awarded where the service has markedly failed to meet service standards and evidence of a moderate degree of inconvenience or repeated low impact failures.
Major	Serious and/or repeated service failures resulting in prolonged stress, disruption or loss of facility.

5.6 In the event, a discretionary payment may exceed the maximum award of £1,000 as outlined in the above table, it will be considered and sanctioned by the Chief Executive and/or Directors on an individual case basis, noting comparable Housing Ombudsman and sector award levels at that time.

5.7 Discretionary compensation payments will always be off set against any rent arrears or sub-account debt in the first instance.

5.8 Decoration payments should be made in vouchers whenever possible, and the amount awarded assessed by the officer managing the works. Any payments for this will not be offset against any rent arrears or sub-account debt.

Room	Value
Living Room	£60
Dining Room	£25
Hallway	£25
Stairs and Landing	£35
Large bedroom	£35
Small Bedroom	£25
Bathroom	£25

5.9 Discretionary compensatory awards may also be in the guise additional works to a property over and above what is TRH's responsibility as gestures of goodwill.

5.10 TRH will not pay compensation for cancelled appointments.

5.11 TRH will comply in full with any financial settlement determinations issued by the Housing Ombudsman Service (HOS).

6.0 Guidance

6.1 Unless immediate agreement from the relevant manager is possible, all requests for compensation should be logged in line with TRH Complaint Policy and will be subject to the timeframes for appeal/acceptance associated with that policy. All agreed compensation payments will be paid within a maximum of 10 working days from receipt of the payment details having first been used to clear any arrears owing to TRH. Insurance claims may be processed outside of this timescale.

6.2 Matters to consider when assessing a potential compensation payment include, but are not limited to:

- What has gone wrong?
- Have we apologised and can it be put right?
- Is there an alternative appropriate form of redress?
- What would the complainant like to happen?
- How has the complainant been adversely affected?
- How long did the adverse impact last?
- Are there vulnerabilities or other relevant factors?
- Has there been a quantifiable loss?
- Did the complainant's own actions contribute to what happened?

6.3 Matters that may mitigate the extent of compensation, or whether it is offered at all, include but are not limited to:

- Failure to bring the matter to TRH attention within a reasonable timeframe.
- Failure to communicate with and/or respond to TRH.
- Failure to allow access.
- Complaints pursued in an unreasonable manner, as defined in TRH's Unreasonable Behaviour Policy.

6.4 Situations where compensation will not be considered include, but are not limited to:

- Claims for personal injury (will be handled via insurance claim).
- Claims for damages caused by circumstance beyond TRH control (e.g. storm, flooding and fair wear and tear component failure).

6.5 TRH recognises that even where a compensation payment is accepted by a complainant, they retain the right to take the matter to the Housing Ombudsman and hence will not offer payments on the basis of 'full and final settlement'. However, TRH reserves the right to suspend payment accepted at Stage 1 of the complaint process, where the complainant also indicates their wish to escalate to Stage 2, and where quantifiable losses have not been demonstrated and/or agreed (see 4.1).

7.0 Monitoring

7.1 The Head of Customers is responsible for monitoring this policy to ensure that it is correctly applied.

7.2 TRH will ensure that all relevant details about each compensation case are recorded accurately.

7.3 On at least a quarterly basis, an analysis of the information held will be completed to ensure actions have been reasonable and consistent in line with this policy.

8.0 Review

8.1 The Head of Customers is responsible for ensuring that reviews of this policy are carried out.

8.2 TRH will undertake a review of this policy whenever there are relevant changes to legislation, case law or good practice that may affect it.

8.3 In the absence of any other trigger for a review, the policy will be reviewed after the first year of operation and then at three yearly intervals or such other period as the Head of Customers may from time to time determine.

8.4 The controlled procedures relating to this policy will also be maintained and periodically reviewed, taking into account any operational issues that arise or changes to legislation, case law or good practice.

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Responsible Officer: Head of Customers
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