

Compensation Policy

Our Complaints Policy is aligned to the Housing Ombudsman's Complaint Handling Code.

- You can find details of the code [here](#)
- Our Complaints Policy along with our self-assessment against the code can be found [here](#)

1. Aims and objectives of this policy

The aim of providing redress is to restore you to the position you would have been in had the service failure not occurred.

Compensation is not always paid if we have got something wrong as there are other remedies available to put a situation right. But we recognise that in some instances, financial compensation may be the only and appropriate form of redress.

It is our aim to ensure that compensation payments are fair and proportionate. Each case will be considered on its individual merits. Discretion and common sense will be applied when dealing with your case.

We recognise that we should take responsibility for any detriment or damage caused to an individual or their property and belongings by a third party such as a contractor working on our behalf.

2. Circumstances in which compensation will be issued

There are three types of compensation payment dependant on the situation;

1. Mandatory (such as statutory home loss payments)
2. Quantifiable loss payments (where you can demonstrate actual loss)
3. Discretionary payments (for time and trouble/distress and inconvenience)

Mandatory payments are where the law says we must pay compensation and would include

- Home loss – if you have to move permanently because we are redeveloping your home.
- Disturbance – if you are required to move temporarily for example if we need to carry out works to your property
- Improvements – if your tenancy is coming to an end you may be entitled to compensation for certain improvements you have made to your home, providing you have obtained our permission for the improvements.
- Payments under the Right to Repair scheme.

Quantifiable loss payments 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 a landlord has failed to meet its obligations

We would normally cover any out-of-pocket expenses incurred in this way. Evidence of such loss must be provided.

If you are in any doubt as to whether an expense would be covered you should contact us for guidance before incurring the expense if at all possible.

Discretionary payments could include

- poor complaint handling
- delays in providing a service eg in undertaking a repair
- failure to provide a service that has been charged for
- temporary loss of amenity
- 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

In some cases we may try to put things right by awarding a discretionary payment. These could be cases where we have made a mistake but aren't legally obliged to compensate you.

3. Other remedies

Other actions may be taken to remedy a complaint either separately from or in conjunction with an offer of compensation.

These can include practical actions such as offering to undertake repairs or redecoration which would otherwise be your responsibility, and gestures of goodwill e.g. vouchers, chocolates, flowers.

We will treat each case individually and our proposed remedy will take into account the wishes of the affected member(s). Our aim is to have a flexible approach when considering different remedy solutions.

4. How will compensation be calculated?

We will exercise our discretion when considering what the most appropriate remedy in a case should be, giving careful consideration to the individual circumstances of each particular case. We will also consider what precedents have previously been set to ensure consistency of approach.

We will not normally consider offering compensation for loss of amenity which falls within our timeframes for completing repairs. We will however consider reasonable and quantifiable requests for compensation arising from additional costs incurred, such as through the use of temporary heaters in the event of a boiler breakdown.

Discretionary payments of compensation will be dependent upon the severity of any service failure and associated impact. This will be categorised as minor, moderate or severe in line with the Housing Ombudsman financial remedy table at Appendix 1.

When deciding on the appropriate award of compensation we will consider

- The duration of the problem
- The extent or severity of the service failure
- Any vulnerabilities which identify that any impact is worsened through disability, old age or the presence of young children.
- To what extent it is reasonable to expect the tenant member to be more proactive in helping themselves to resolve the issue, bearing in mind that they have opted to join a housing co-operative and the landlord/tenant relationship is not purely transactional. This will not be relevant in every case and is not intended to reduce an award simply because a tenant member chooses not to be an active member.

5. If you owe us money

If you owe us money and are offered a compensation payment, we may use the compensation payment to reduce your debt.

We will only do this if the Housing Ombudsman guidance permits us to do this.

6. Situations where compensation will not be considered

Compensation payments will not be considered for the following:

- Claims for personal injury
- Claims for damage caused by circumstances beyond a landlord's control (e.g. through storm or flooding)
- Problems caused by a third party not working for the landlord
- Where any damage is covered under contents insurance.
- Loss of earnings

Where damage has been caused directly as a result of the actions or omissions of the co-operative or a contractor working on our behalf, consideration will be given to reimbursement without the need for you to make a claim at further inconvenience and cost to yourself. In particular this will apply where the facts are not in dispute.

7. Legal and regulatory requirements

This policy links to the following legislation

- Land Compensation Act 1973
- Home Loss Payments (Prescribed Amounts) (England) Regulations
- Social Housing (Regulation) Act 2023
- Housing Ombudsman Remedies Guidance 2024

Appendix 1 - Housing Ombudsman Financial Remedy Table

Level of redress	Likely associated finding	Impact on resident	Circumstances
£50 to £100	Service failure	<ul style="list-style-type: none"> Minimal Short duration May not have significantly affected the overall outcome for the resident Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved 	<p>There was minor failure by the landlord in the service it provided and it did not appropriately acknowledge these and/or fully put them right.</p> <p>The landlord may have made an offer of action/compensation but it does not quite reflect the detriment to the resident and/or is not quite proportionate to the failings identified by our investigation.</p>
£100 to £600	Maladministration	<ul style="list-style-type: none"> No permanent impact 	<p>There was a failure which adversely affected the resident.</p> <p>The landlord has failed to acknowledge its failings and/or has made no attempt to put things right.</p> <p>Or</p> <p>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.</p>
£600 to £1,000	Maladministration/ severe maladministration	<ul style="list-style-type: none"> Severe long-term impact Physical and/or emotional impact 	<p>There was a failure which had a significant impact on the resident.</p> <p>The circumstances for maladministration apply and the redress needed to put things right is substantial</p> <p>Or</p> <p>The circumstances for severe maladministration apply but the redress needed to put things right is at the lower end of that scale.</p>
£1,000 +	Severe maladministration	<ul style="list-style-type: none"> Severe long-term impact 	<p>There have been serious failings by the landlord. There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident.</p> <p>The landlord's response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship.</p> <p>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.</p> <p>The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may be sufficient).</p>