

Cheshire West and Chester Council
Housing Management

Compensation
Policy

1 MANAGEMENT INFORMATION

Approval Date – V1	2 nd July 2024
Next Review Date	1 st July 2027
Responsible Service Area	Strategic Housing and Commissioning
Responsible Director	Director Gemma Davies, Director of Economy and Housing

Aim of Policy

We recognize that we do not always get things right and this policy aims to outline the approach we will take to redress, including when considering paying compensation, either as part of a service request or complaint.

This policy outlines how we will provide a fair and proportionate response to managing compensation to ensure complies with all statutory and regulatory compensation obligations and provides an accountable and fair approach. Each case will be considered on its individual merits and discretion will be applied, while promoting consistency. ForHousing recognize that we must take responsibility for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on ForHousing’s behalf.

Our approach follows guidance provided by the **Housing Ombudsman Service – Compensation Policy – Guidance for landlords.**

As a managing agent on behalf of a landlord or as the landlord we insure the buildings, but we do not cover home contents and personal belongings. Customers are responsible for arranging their own household contents insurance. ForHousing works together with an insurance company who offer low-cost home contents insurance for tenants of properties owned by Cheshire West and Chester Council independent of ForHousing - further information is available on our website. Customers are also advised to use comparison websites to find the best deal for their circumstances.

This policy applies to all housing management services, homeless support services and Home Improvement Agency services (HomeKey+) delivered by ForHousing on behalf of Cheshire West and Chester (CW&C) Council.

Exclusions

This policy does not apply in the following situations:

- where ForHousing delivers services on behalf of another organisation;
- where a customer is taking legal action against ForHousing, via a disrepair claim and the proceedings have been issued to court. These cases will be managed by the ForHousing Legal Team;
- where there is, or has been, a payment ordered by a court or competent tribunal in respect of the same issue;
- claims for personal injury, claims of this nature will be signposted through to ForHousing's insurance process;
- issues that would be covered by insurance claims;
- issues involving a member of staff covered by Human Resources policies;
- where items are reported stolen, in such circumstances, the theft should be reported to the police;
- any issues caused by a third party not working for the landlord;
- extreme weather conditions during the duration of the works and additional work/days are necessary to complete the job to the required standard.
- claims for damage or loss caused by circumstances beyond ForHousing's control (e.g., through storms, fires, or flooding);
- planned improvement works unless the works took unreasonably longer than expected;
- to reimburse a customer for time off work, loss of wages or loss of employment whilst visits are undertaken; which includes the use of annual leave;
- where the issue was caused because of negligence by the customer, their lifestyle choice, or their failure to comply with the terms of their tenancy or lease such as not providing access to contractors to complete work resulting in damage to the property and/or personal belongings;
- damage to internal decorations, caused by works to maintain the property;
- any impact on a tenants own fixtures and fittings because of improvements or upgrades we are making to our properties. For example, we are installing new windows and a customer needs to remove their own blinds as they no longer fit the new frame;
- if a customer has not taken reasonable steps to limit the damage caused in their home. For example: if a tenant decides not to cover, move out of the working area or remove items when it is made clear that they could be damaged;
- alleged damaged items that are not available for inspection (removed or replaced before ForHousing could view them) or there is no conclusive photographic evidence to support the claim;
- we will not reimburse the costs of water lost in draining down to make a repair or electricity for power tools.

Our Approach

The aim of providing redress is to restore a person to the position they would have been in had a service failure not occurred. Each case will be considered on its merit and other remedies besides compensation payments are available to put things right.

In many cases, ForHousing will consider other forms of redress, either separately from or in conjunction with an offer of compensation, such as an apology as a means of remedying a service failure or complaint and if appropriate practical actions, such as offering to undertake repairs or redecoration which would otherwise be a customer's responsibility) and gestures of goodwill (e.g. vouchers, chocolates, flowers)

In certain circumstances we recognise that paying compensation is a fair and proportionate redress. The amount will be informed by the duration of a problem, extent or severity of any service failure and impact. We are committed to providing excellent customer services, which are fair, equitable and inclusive. As such, we will endeavor to understand and make any reasonable adjustments required for customers in line with ForHousing's Reasonable Adjustment Statement and the Equality Act 2010. Any reasonable adjustment provided will be recorded and kept under active review.

There are several remedies available to put a situation right and ForHousing will consider offering a non-financial or financial remedy when a customer has been adversely impacted due to an action or omission on our part, including:

- inconvenience, distress, or detriment.
- unnecessary time and trouble
- loss of amenities
- loss of use of part of a property
- financial loss

Non-financial remedies

The right remedy depends on what has gone wrong in an individual case and may include one or more of the following:

- an acknowledgement and apology that things have gone wrong, and the customer and/or household members have been impacted together with an explanation of any shortfalls in service and what we have done/are doing to rectify and learn from this.
- reconsidering or changing a decision
- repair work or other remedial actions.
- changing a policy, procedure, or practice

Types of Financial Compensation

ForHousing operates this policy on the assumption that customers have home contents insurance in place. ForHousing will award financial compensation in four categories:

Mandatory Payments: the most common payments would be-

- Statutory home loss payment. A person is entitled to a home loss payment when they are displaced from a dwelling in consequence of the compulsory acquisition. The amount of Home Loss Payment you could receive is set by Government each year.
- Disturbance. A payment made to compensate the occupier for the reasonable expenses in moving from their home.
- Improvements. If you have made any improvements that have increased the value of the property you are purchasing under the Right to Buy Scheme these will not be included in the valuation of the property, so you don't pay twice.
- Payments under the Right to Repair scheme. The Right to Repair scheme covers specific repairs, known as 'qualifying repairs' which cost less than £250, is likely to jeopardise the health and safety of the tenant and should be done within a set time limit. If FCHO does not carry them out within the time limit there may be an entitlement to a monetary form of compensation unless a different solution is found. A list of qualifying repairs is attached at Appendix A.

If the repair is not completed within the timescales, a customer may be entitled to £10 plus £2 per day for every day the repair remains outstanding up to a maximum of £50 unless another remedy is accepted. There is no entitlement to any compensation if repairs were obstructed, it was unsafe to carry out the repair, or access could not be gained or was refused.

Checks will be completed to ensure there are no other statutory payments due at the time of the compensation offer.

Quantifiable loss: that can be calculated or estimated in monetary terms and does not cover sentimental value. We will consider whether the customer has experienced an actual financial loss, because of ForHousing's action or inaction, for example:

- Increased heating bills, eg due to running temporary heaters or dehumidifiers
- Having to pay for alternative accommodation or take away food,
- Paying for cleaning or carrying out repairs where it has been proven that a landlord has failed to meet its obligations,
- Damage to customers' personal property (customers advised to claim on their contents insurance). We may offer to support the customer, pay a policy excess or consider paying compensation if the damage has been proven to be caused directly because of the actions or omissions of ForHousing or a contractor working on its behalf,
- Damage to internal decorations, not caused by works to maintain the property.

Any costs claimed should be incurred and evidence will be requested, such as receipts.

Discretionary payments: We may make payments for time, trouble, distress and inconvenience, considering whether this is considered minor £0-£50, moderate £50-£250 or severe £250-£500, such as

- poor complaint handling
- 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
- 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.

Ombudsman determinations, ForHousing will fully comply with any Ombudsman determination to pay compensation for maladministration or service failures.

Once an offer of compensation has been agreed, payment will be made to the customer within 15 working days, following the receipt of bank details.

If a customer is deceased, we require evidence that the person acting on their behalf is the executor or administrator of their estate before any compensation awarded is paid. This evidence would normally be in the form of a Grant of Probate or Letters of Administration (if no will is in place).

In applying this policy, we will manage customers' expectations and ensure that we do not cause unfairness to others. We will also ensure that any remedy we offer clearly sets out what will happen with a clear timeframe (in agreement with the customer where appropriate). It is the responsibility of the complaints handler to ensure that what is

agreed is delivered.

How to make a compensation claim

Customers can make a claim in several ways:

- by telephone or in person
- in writing by letter, email, or webchat
- via the 'contact us' form on the customer website

It is the customer's responsibility to provide the evidence to support their claim. Where the facts are not in dispute and damage has been caused directly because of the actions or omissions of ForHousing or a contractor working on our behalf, consideration will be given to reimbursement without the need for the customer to make a claim.

Claims should be made no later than six months after the damage or loss has been incurred.

In assessing a claim for compensation, the following factors will be considered:

- the severity of the time, trouble and inconvenience suffered because of the service failure and whether this was foreseeable by us.
- whether we have already provided non-financial compensation e.g., repairs carried out.
- an assessment of whether the loss or inconvenience could be reconciled in any other manner by the customer.
- any known costs that have been incurred
- recognition of any failure to follow policies and procedures.
- the time taken to resolve the matter.

All offers of compensation will be awarded in line with ForHousing's 'Compensation Guidance,' and in conjunction with the Housing Ombudsman Service Remedies guidance, this ensures we are applying the policy appropriately and consistently.

ForHousing will ensure that any communication and information will be provided to the customer in their preferred method to meet accessibility needs.

Related Legislation and Regulation

Housing Ombudsman Complaint Handling Code 2024

The Social Housing (Regulation) Act 2023

The Building Safety Act 2022

Data Protection Act 2018

The Equality Act 2010

Localism Act 2011

Housing Act 1985 and 1996

Landlord and Tenant Act 1985

Homes (Fit for Human Habitation) Act 2018

Defective Premises Act 1972

Housing Health and Safety Rating System (HHSRS) 2006

Pre-Action Protocol for Housing Disrepair Cases (England)

Regulator for Social Housing Consumer Standards

Housing Ombudsman Service - Compensation Policy – Guidance for Landlords, Guidance on Pre-Action Protocol for Housing Conditions Claims and service complaints.

How the Policy will be delivered

This policy will be delivered by all teams within ForHousing and is monitored through the Business Support and Performance function.

Compensation awarded thorough complaints will also be managed by the Business Support Team.

Remedies will be recorded through the housing management system (QL) and reported via complaints dashboard which is available to teams and managers across ForHousing.

Related Documents

- Complaints Policy
- Decant Policy
- Repairs and Maintenance Policy
- Repairs and Maintenance Procedure
- Unreasonable Behaviour Procedure (Under Review)
- Remedies Guidance
- Compensation Guidance

Inclusive Decision-Making Framework (IDMF) analysis

<p>Date of approved IDMF analysis Actions taken forward to mitigate any potential negative impact</p>	<p>April 2024 - This policy has been reviewed by the Equity, Diversity and Inclusion Service Excellence Group.</p>	
	<p>The application of the Policy will be monitored to understand the impact on customers ensuring Equity, Diversity, and Inclusion.</p>	

Equality Analysis (Tenants)

<p>Results of EA / Actions taken forward to mitigate any potential negative impacts</p>	<p>Policy document to be provided in alternative formats.</p> <p>ForHousing staff to undertake equality and diversity training on an ongoing basis to support the delivery of this policy.</p>	
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Data Protection Impact

Data Protection Impact Assessment (DPIA)

Under the UK GDPR and the Data Protection Act 2018, you are required to carry out a DPIA when developing a new Policy or Procedure that will have a widespread or serious impact on data held on individuals. Careful consideration should be given as to whether the policy or process will have an impact on any processing of personal information that is large scale, involves profiling or monitoring, decides on access to services or opportunities, or involves sensitive data or vulnerable individuals. Information and support regarding this can be obtained from the Data Protection Officer (DPO).

Has a DPIA been completed?	Yes
If a DPIA has been completed, was the DPO consulted?	Yes
If a DPIA has been completed, were any risks identified?	No
If risks were identified as part of the DPIA process, have mitigation actions been identified?	N/A

Consultation and business intelligence

As a member of the Housing Ombudsman Scheme, we are required to comply with the requirements of the Housing Ombudsman's Complaint Handling Code 2024.

Monitoring and review

There will be continuous monitoring of compensation payments through the dynamic dashboards by the Business Support Team.

Financial compensation will be captured as part of the case record, and this will be regularly reported as part of ForHousing's internal governance.

This policy will be reviewed annually, or where there have been significant changes to regulation, legislation, operations, or best practice to warrant a further policy review.

Policy owner:	CW&C: Lucy Heath, Head of Housing
Next review date:	1 st July 2027

Issue	Approved by	Date
Approval	CW&C Cabinet member for Homes, Planning and Safer Communities	2 nd July 2024

Document Revision History

Date	Version number	Key changes
	1	Original version: Aligned with the introduction of the Housing Ombudsman Service (HOS) Complaint Handling code 2024. This Policy also supports the recommendations made by HOS in their compensation policy guidance.
28/06/2024	1.1	Revised version following tenant feedback: <ul style="list-style-type: none"> • Improvement of layout to policy document. • Additional information within the Exclusions Section around damages. • An explanation of Quantifiable Loss. • Additional information on mandatory payments. • Additional information in the How to make a compensation claim section around communication and information. • Made clear that this policy document can be provided in alternative formats. • Informed about the ongoing equality and diversity training being provided to staff in the delivery of this policy.

Right to Repair Qualifying Repairs

- Total / partial loss of electric power.
- Unsafe power or lighting socket or electrical fitting.
- Total / partial loss of water supply.
- Total / partial loss of gas supply.
- Blocked flue to open fire or boiler.
- Heating or hot water not working between 31 October and 1 May.
- Heating or hot water not working between 1 May and 31 October.
- Blocked / leaking foul drain, soil stack or toilet.
- Toilet not flushing (if there is only one toilet in the property).
- Blocked sink, bath or basin.
- Tap cannot be turned
- Leak from a water pipe, tank or cistern.
- Leaking roof. • Insecure external window, door or lock.
- Loose or detached banister or hand rail.
- Rotten timber flooring or stair tread.
- Door entry phone not working.
- Mechanical extractor fan not working