Remedies and Compensation Policy

Version Number	2
Date Applies From	18/09/2025
Policy Owner	Executive Director of Customer
Next Review Date	18/09/2028
Strategy Link	Customer Strategy – customer focused and equitable services

Key connected legislation/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

Annual Checks

Policy owners should ensure that an annual check of hyperlinks, roles, and names is undertaken. These checks are in addition to formal review process. Please see Policy and Procedure framework guidance for further details.

Introduction

We recognise that we do not always get things right and this policy outlines 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 remedies and compensation to ensure ForHousing 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.

Scope of Policy

Our approach follows guidance provided by the Housing Ombudsman Service (HOS) – 'Compensation Policy – Guidance for landlords.'

As the landlord we insure the building, 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 customers 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 properties where ForHousing are the landlord, including Shared Ownership, Market Rent and Leasehold properties.

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 award 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 thoughtful compensatory items (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.

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.

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.

How We Define Compensation

ForHousing operates this policy on the assumption that customers have home contents insurance in place.

There are three different types of compensation which ForHousing will consider:

- Compensation we have to pay by law or regulation ('mandatory payments');
- Compensation we can choose to pay ('discretionary payments'); and
- Compensation we can choose to pay to remedy a direct, measurable financial expense incurred by a customer due to a ForHousing service failure ('quantifiable loss payments').

1. **Mandatory Payments**: the most common payments would be:
    - Statutory home loss and disturbance payment, managed under ForHousing's Temporary Move Procedure.
    - Improvements, managed under ForHousing's Home Improvement Procedure.
    - Payments under the Right to Repair scheme, managed under ForHousing's Repairs and Maintenance Policy.
    - Housing Ombudsman determinations. ForHousing will fully comply with any Ombudsman determination to pay compensation for maladministration or service failures.

2. **Discretionary Payments**: ForHousing may make compensation payments for time, trouble, distress and inconvenience. A discretionary payment, awarded via our Complaints procedure, may be offered for:
    - 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.
    - loss of use of part of the property.
    - failure to follow policy and procedure.
    - unreasonable time taken to resolve a situation.

    We recognise that each case needs to be considered on its individual merits. We will consider individual circumstances and identify if it includes:

    Minor disruption: A service failure with minimal impact and short duration with minimal or no financial detriment to the customer.

Moderate disruption: The customer has experienced moderate disruption or monetary loss, or there have been repeated minimal impact service failures.

Severe disruption: A serious service failure leading to significant financial, physical and/or emotional impact.

How Discretionary Compensation is Calculated

In assessing a complaint where discretionary compensation may be paid the following factors will be considered as to whether disruption has been minor, moderate or severe:

- Has the customer been adversely affected by ForHousing's or their contractor's actions or omissions?
- If a customer has been adversely affected, how and over what period of time?
- What other impact has there been on the customer, e.g. distress or inconvenience, time and trouble?
- Does the customer or their family have any disabilities or vulnerabilities which meant that they were more adversely affected by ForHousing's or our contractor's failings?
- Is it possible to restore the customer to the position they would have been in but for the service failure?
- What does the customer want ForHousing to do to resolve their complaint?
- Is there an actual quantifiable financial loss – for example, has the customer incurred costs as a result of what happened, or not received payments that they should have?
- Did the customer's actions or inactions, or those of a third party (for example a resident's advocate), contribute to what happened in the case?
- Actions by the customer which either mitigated or contributed to financial loss, distress, inconvenience or unfair impact?
- What remedy would be proportionate, appropriate and reasonable in the circumstances of the case?

The award of discretionary compensation payments are made in accordance with the following guidelines.

Minor	for short-term mild inconvenience and/or mild distress, e.g. a service failure occurred which resulted in low impact and low effort to resolve mild disruption.	Up to £50
Moderate	for prolonged mild inconvenience and/or distress or short-term moderate inconvenience and/or distress and/or detriment. E.g. low impact of but high effort to resolve, or high impact but low effort to resolve moderate disruption.	£50 - £250
Severe	for serious or prolonged inconvenience, distress, or detriment. e.g. high impact and high effort to resolve, severe disruption.	£250 - £500

There are also instances where a fixed amount of compensation will be awarded; these include loss or severe limitation on the use of rooms and/or utilities for unreasonable periods, due to repairs not being completed. The following calculations must be used in these circumstances:

Loss of use of part of property* and/or utilities	
Total loss of use of kitchen	20% of daily rent after initial 48 hours
Total loss of use of bathroom	20% of daily rent after initial 48 hours
Total loss of use of bedroom:	20% of daily rent after initial 48 hours
Total loss of use of all bedroom(s) resulting in inability to sleep in property	100% of daily rent after initial 48 hours
Total loss of use of garage	100% of daily garage rent after initial 48 hours
No heat or hot water	Temporary heaters will be provided and the running costs will be compensated dependent on property size, number of heaters etc.

Compensation for the loss of a room applies when a tenant has not been temporarily or permanently moved by ForHousing.

All awards of discretionary compensation will be awarded in conjunction with the *HOS – 'Compensation Policy – Guidance for landlords'*; this ensures we are applying the policy appropriately and consistently.

How Discretionary Compensation Will Be Paid

Discretionary compensation awards are made via ForHousings Complaints process. Once an award of compensation has been agreed, a BACS payment will be made to the customer within 15 working days, following the receipt of bank details. Alternative arrangements can be made if a customer does not have a bank account.

If the 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).

Appeals

If a customer is dissatisfied with the amount of discretionary compensation awarded via ForHousing's Complaints process, they can appeal in the following ways:

- If an award of discretionary compensation has been made at Stage 1 and the customer is not happy with any award, they can escalate their complaint to Stage 2.
- If their complaint is at Stage 2 and they are not happy with any discretionary compensation award, they can escalate their complaint to the Housing Ombudsman Service.

3. **Quantifiable Loss**: we will consider whether the customer has experienced an actual financial loss, for example:

- Increased heating bills due to our failure to complete a repair.
- Having to pay for alternative accommodation or take away food (only in cases when it has been agreed, with the customer, that ForHousing aren't able to facilitate a temporary move).
- Paying for cleaning or carrying out repairs where 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 caused directly because of the actions or omissions of ForHousing or a contractor working on its behalf.
- Damage to internal decorations.
- Reimbursement of costs incurred because of damage caused by ForHousing colleagues or contractors.

How to make a claim for quantifiable loss

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

Customers may be eligible for compensation where costs have been reasonably incurred and supported by appropriate evidence, such as receipts, photographs, or retained items. Claims for measurable financial loss must be submitted within six months from the date the loss occurred.

We will consider whether it is reasonable for the customer to contact us prior to incurring any expenses, particularly in urgent situations. Any compensation awarded will reflect the condition of the affected items, with consideration given to natural wear and tear. Compensation will not be calculated on a replacement (new-for-old) basis.

Approved payments for quantifiable losses will be issued directly to the customer via a BACS payment, following the receipt of bank details and will be made within 15 working days. Alternative arrangements can be made if a customer does not have a bank account.

Circumstances When We Will Not Pay Compensation

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 ForHousing Legal Team;
- we do not compensate for loss of earnings;
- 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 ForHousings insurance process;
- where a claim should be made on home contents or building insurance:
- issues involving a member of staff covered by Human Resources policies;
- problems caused by a third party not working for the landlord;
- claims for damage or loss caused by circumstances beyond ForHousing's control (e.g. through storms, fires, or flooding);
- where items are reported stolen, in such circumstances, the theft should be reported to the police;
- where the issue was caused because of negligence by the customer, 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;

- damaged items were removed or replaced before ForHousing could view them or there is no photographic evidence to support the claim;
- planned improvement works unless the works took unreasonably longer than expected.

Equity, Diversity, and Inclusion

We value diversity and work to create an inclusive environment for our customers and colleagues, where everyone has access to the same opportunities. We welcome our responsibility to comply with equalities legislation and regulatory requirements that relate to equity, diversity and inclusion and aim to do more. Through our activities we aim to remove systemic barriers to equal opportunities and eliminate all forms of discrimination, harassment, and victimisation within our organisation.

We are committed to providing excellent customer services, which are fair, equitable and inclusive. As such, we will endeavour 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.

We are committed to ensuring fairness and eliminating bias or discrimination in our complaints handling process. This includes regular reviews of anonymised data and collaboration with the Complaints and Feedback Panel to identify areas for improvement. Where a complaint is upheld, we will consider appropriate compensation in line with our policy, ensuring it reflects the impact on the tenant. We also commit to communicating in the tenant's preferred format to ensure accessibility and transparency throughout the process.

Implementation and Communication

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.

The updated elements of the policy will be communicated to all affected colleagues and placed on the resources page of the intranet with training provided to colleagues where necessary. The Policy will be made available on the ForHousing Website.

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

Monitoring, Recording, Reporting

There will be continuous monitoring of compensation payments through the Power BI dashboards by the Complaints 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 triennially, or where there have been significant changes to regulation, legislation, operations, or best practice to warrant a further policy review.

Related Documents

- Complaints Policy
- Complaints Procedure
- Temporary Move Procedure
- Repairs and Maintenance Policy
- Home Improvement Procedure
- Repairs and Maintenance Procedure
- Unacceptable Behaviour Policy
- Unacceptable Behaviour Procedure

Co-production

The Policy has been developed with colleagues across several service areas.
Involved customers from the Complaints and Feedback Panel have also reviewed the Policy in conjunction with the HOS – 'Compensation Policy – Guidance for landlords.'

Approval & Review History

With effect from 23/10/2024 the approval route for the Remedies and Compensation Policy is:

- EMT - Customer Committee

Date	Version	Approved by	Detail
27/03/23	1	EMT Representative	New policy.
01/04/24	1.1	EMT and Customer Committee	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.
18/09/25	2	Customer Committee	Full review and new policy template. EMT (Btw Mtgs 02/09/25)