

Compensation Policy

Author	Operations Director
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1. Aim of Policy

1.1 CHS aims to provide an excellent service to all its customers, however, we recognise that there are times when our service fails to meet the high standards we have set. If we fail to meet the level of service set out in our published standards, we aim to put things right. At times this may involve paying compensation.

1.2 CHS aims to deliver all services in line with our values of:

Respect – we treat everyone with fairness, respect and dignity

Approach – we put as much emphasis on the way we do things as on what we do

Partnership – we develop open communication and equal relationships with our customers, staff and partners which value their contributions and enable us to work together effectively

Openness – we are open, positive and flexible towards new ideas and encourage innovation and creativity that will improve the outcomes from our services

Deliver – we do what we say we will do and are accountable for our actions

2. Policy Statement

2.1 CHS will consider compensation for:

- All statutory obligations - applies to customers in rented properties
- Discretionary payments - applies to all CHS customers including those who live next to a property owned or managed by CHS.

2.2 It does not include customer organisations with whom we have a business contract to provide a service. Service failure in such cases will be dealt with under the terms of the contract. The policy will not include service failures which are:

- The fault of a third party such as a utility company – electricity, water, gas etc.;
- Beyond our control - e.g. severe weather or where we have advised customers in advance that a service will not be available;
- Insurance claims relating to financial loss, damage to third party property or personal injury which will be dealt with in accordance with the insurance procedures and/or contract preliminaries;
- Subject to tribunal or legal proceedings.

2.3 Compensation will not be paid when customers have to take time off work or make special arrangements to enable repairs, improvements, attend appointments with our staff or contractors, or for follow up maintenance work to be carried out.

2.4 CHS will consider each claim on its own merits and, while compensation may sometimes be appropriate, customers will have no automatic right to compensation unless it is statutory.

2.5 Practical solutions will be the main remedy. At all times CHS will aim to make compensation payments in line with our procedure in order to ensure that the process is fair to everyone.

3. Statutory Obligations

3.1 This section of the policy applies to customers in rented properties.

Right to Payment for Improvements CHS has procedures where customers can claim a payment for certain specified improvements which they have carried out during their tenancy. The customer must have written permission for the improvement from CHS otherwise the payment will not be payable. For further details please refer to Compensation under the Right to Improve.

Compensation for planned or necessary disturbance or home loss

Occasionally we encounter situations of CHS tenants having to be permanently re-housed due to their property being sold, demolished or redeveloped. Legislation requires that landlords such as CHS have to make a Home Loss payment to such tenants who face permanently losing their homes. The amount of such payments is also determined by legislation.

- Only tenants who have occupied the property as their only principal home for the preceding 12 months or more are entitled to a Home Loss Payment, and those who are or have been already seeking to move do not qualify.
- When CHS intends to dispose of a property rather than improving or redeveloping it, we will offer a discretionary home loss payment at the same level as the Statutory Payment, except where the tenant has previously requested a move to alternative accommodation.
- These discretionary payments will not apply to temporary moves where the tenant will return to their original home after works have been carried out.
- In all cases, however, we will pay reasonable disturbance expenses to compensate tenants for the actual expenses associated with moving. The amount will vary for individuals but we will meet all reasonable costs.

4. Discretionary Compensation

4.1 References in this policy to CHS should by extension include contractors acting on behalf of CHS.

4.2 The Guidance Notes at Appendix A provide examples of the levels of discretionary compensation. These will be reviewed regularly.

4.3 Compensation for damage to property CHS may pay compensation where a customer has incurred damage to property that they own or personal belongings if:

- The damage is a direct result of CHS's actions such as accidental damage;
- As a result of an event or incident in another property owned by CHS, where the event or incident is CHS's fault.

4.4 Compensation for CHS's service failure CHS may pay compensation where the standard of service provided by CHS or its staff is considerably below the standard that could be reasonably expected. CHS publish our repairs guidelines in the Tenants Handbook which sets out which repairs are the responsibility of the tenant and which are the responsibility of CHS. In addition, the Service Standards booklet contains details of the service standards for repairs. This were reviewed at the Customer Committee meeting on 16 Jan 2019. This compensation is at CHS's absolute discretion and will only be authorised if the customer has been substantially inconvenienced or incurred financial loss. Compensation of this nature will normally be considered as a result of the complaints process.

4.5 If compensation is considered the following factors should be taken into account:

- Exceptional worry, distress or inconvenience has been caused by the events;
- Specific financial losses have been incurred;
- A customer has had to live in poor conditions for longer than is reasonable due to our failure to deal satisfactorily with repairs that are the landlord's responsibility.

4.6 Compensation will not be paid for missed appointments. We will seek to give 24 hours notice of a cancellation. Equally we will not charge customers for missed appointments with contractors and staff.

4.7 Customers that owe a debt to CHS Customers, such as rent arrears will have any entitlement to compensation offset against such sums unless they are:

- Additional heating or utility costs associated with repairs failures, or
- Associated with replacing uninsured personal possessions caused by an act or omission by or on behalf of CHS.

4.8 Appeals will be considered but customers cannot appeal if the only reason is the level of compensation that has been awarded.

4.9 The process of appealing against a decision is the same as making a complaint about a service and the CHS Complaints Policy will apply.

4.10 If a complaint is escalated to the Housing Ombudsman, they may decide that compensation is payable. This will only happen when the Ombudsman judges that there is

evidence of service failure or maladministration and that compensation is the most appropriate remedy.

4.11 Customer responsibility It is customers' responsibility to have home contents insurance and we expect them to claim on this insurance where it is appropriate to do so. This policy is not intended to replace or compensate for the lack, on a customer's part, of contents insurance.

4.12 How to claim If customers believe that CHS or a contractor working on behalf of CHS, is liable for damage they should normally claim for compensation within one month of any incident. They can claim in writing, by phone, in person or by email. CHS reserves the right to make a compensation payment directly into a customer's rent account if rent or any other debt is outstanding.

5. Equality and Diversity

5.1 As an organisation, we believe that equality matters. That staff, customers and partners should be treated as individuals and with fairness and respect. We believe that diversity of people their skills, experiences and abilities is a strength that helps us as an organisation achieve the best we can. We will ensure that these principles are applied fairly and consistently to all our staff, customers and partners by ensuring that:

- We will not directly or indirectly discriminate against any person or group of people because of their race, religion / faith, gender, disability, age, sexual orientation or any other grounds set out in our Group Equality and Diversity policy.
- Our services are relevant, responsive, accessible and sensitive to the needs of our existing and future staff, customers and partners.
- We comply with all the legal requirements in particular the Equality Act (2010) and Human Rights Act (1998) and to go beyond these legal requirements. With regard to the Human Rights Act we are particularly mindful of role Housing Associations have to play in respecting Article 6 Right to a fair trial; Article 8 Right to respect for private life, family life and the home Article 14 Prohibition of discrimination.

6. Confidentiality and Information Sharing

6.1 We will only share information as outlined in our Data Protection Policy.

7. Monitoring and Evaluation

7.1 The respective CHS Boards/ Committees will be responsible for ensuring that this policy is implemented in full.

7.2 CHS will monitor the effectiveness of this policy and recommend policy changes to improve service delivery. This policy will be due for review in January 2021.

8. Review

8.1 We aim to carry out a fundamental review of this policy every two years.

Compensation Policy

Revised January 2019

Examples of where we may pay compensation for Service Failure

Compensation payments may be made in the following situations:

- a) If a CHS employee or contractor fails on two occasions to keep a mutually agreed appointment regarding the same matter; then on the second occasion, if a complaint is received, a payment of £10 compensation will be made, plus an additional £2 per day until the appointment is kept, up to a maximum of £50. (Compensation will not be payable if at least 24 hours' notice of cancellation has been given or where there are exceptional circumstances).
- b) Where someone making a complaint can satisfy us that they have had to pay unreasonable costs, such as travel or phone calls in order to make or progress a complaint, then we will repay the excessive part of these costs on receipt of bills or receipts.
- c) Where we have a contractual duty to provide estate and grounds maintenance services set out in tenancy and lease agreements, and customers are paying for a service or services that have not been provided, as outlined below:

Service Description of qualifying service failure

- handyperson and cleaning services - where there has been a total failure of handyperson and cleaning services - for a period of 14 days or more
- garden maintenance - where there is a total failure of gardening services for a period of 28 days or more
- estate-based staff other than handypersons and cleaners - where estate-based staff are absent for more than 14 days continuously without alternative cover
- emergency call monitoring - where the system has been out of order for more than 24 hours
- lifts- where the lift has been out of order for a period of 48 hours or more
- door entry system where the system has failed continuously for a period of 7 days or more
- communal TV aerial - where the aerial has been out of order for a continuous period of more than 48 hours

d) Where CHS has a contractual duty to provide repairs and maintenance services set out in tenancy and lease agreements, outlined as below:

- Loss of heating for more than 5 days between October and April inclusive - £10 per week
- Loss of hot water for more than 5 days - £10 per week

- Loss of use of room(s) for repair work - £10 per week per room
- Reasonable costs of storage for customer's goods and furniture where necessary for the duration that a room is not habitable and external storage is essential.
- Damaged decorations - £40 per room (payable in decoration vouchers)
- Where we or a customer provide an alternative form of heating because of a heating breakdown, we will pay compensation for the reasonable difference between the costs of running the two systems where the alternative one is more expensive.
- Where we provide a de-humidifier or similar item to help dry out a property following a flood or leak caused by an act or omission by, then we will pay for its running cost.

Discretionary Compensation Payments for Minor Inconvenience

In situations whereby the customer has experienced a mild degree of inconvenience and in addition to an apology and practical action to put matters right, discretionary payments may also be made as a 'good will' gesture.

Such payments will not exceed £25 and will be at the discretion of staff.