

Compensation Policy



Title:	Compensation Policy
Person Responsible:	
EIA required:	No
EIA Completed (date):	
Approved by:	
Approval Date:	
Links to other Policies:	Compensation Policy
Review Date:	

Document management		
Version	Date amended	Amendments
1	18.04.24	New policy following changes to the Complaint Handling Code and associated legislation.

1. Purpose and Scope

- 1.1 Lune Valley Rural Housing Association (LVRHA) is a registered provider (housing association) and was formed in 1989. We own and manage approx. 106 homes across a wide geography in the Lune Valley area. LVRHA is committed to providing excellent services, creating safe and sustainable communities and promoting pride in its neighbourhoods.
- 1.2 LVRHA believe that our customers have a right to be heard, listened to, understood and treated with respect. We work hard to be open and accessible to everyone and to deliver an excellent customer experience.
- 1.3 We recognise however 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.
- 1.4 It provides a framework to ensure that compensation payments are fair and proportionate. Each case will be considered on its individual merits and discretion and common sense will be applied, while promoting consistency. LVRHA also recognise that we have to take responsibility for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on LVRHA's behalf.

2.0 Regulatory and Legislative Requirements

- 2.1 This policy complies with the Regulator of Social Housing's Standards, particularly the Tenant Involvement and Empowerment Standard and the best practice suggested by the Housing Ombudsman Service.
- 2.2 Other relevant legislation and reference points include, but are not limited to:
 - Housing Acts 1985 and 1996
 - Landlord and Tenant Act 1985
 - RSH Consumer Standards
 - Housing Ombudsman Service – Complaint Handling Code and Spotlight Report – Relationship of Equals, Compensation Policy – Guidance for Landlords, Guidance on Pre-Action Protocol for Housing Conditions Claims and service complaints
 - 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)
 - Equality Act 2010
 - Data Protection Act 2018

3.0 Definitions

Residents – includes Tenants, and wider residents, advocates and stakeholders where applicable.

Compensation - providing redress to restore a person to the position they would have been in had the service failure not occurred.

4.0 Our Approach

- 4.1 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.
- 4.2 In many cases, LVRHA 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).
- 4.3 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 and, the extent or severity of any service failure and impact. We will also take account of any known vulnerabilities and identify if any impact is worsened through disability, old age or the presence of young children.
- 4.4 LVRHA will consider the [HOS Guidance on the Pre-Action Protocol for Housing Conditions Claims and service complaints](#) when handling disrepair cases and considering compensation.

5.0 Compensation

5.1 We categorise compensation into three types of compensation payments:

- mandatory (such as statutory home loss payments)
- quantifiable loss payments (where people can demonstrate actual loss)
- discretionary payments (for time and trouble/distress and inconvenience)

5.2 Mandatory payments

We will make payments when legally required, such as;

- Statutory home loss payments where applicable
- Disturbance payment where applicable, whilst major works are carried out (a disturbance payment is intended to ensure that the tenant is no worse off, and no better off than if they had not been obliged to move). These payments will cover the cost of;
 - Removals – we will ask for three quotations,
 - Disconnection and re-connection of television aerials, telephone,
 - cooker and other plumbed-in appliances,

- Soft furnishings - (carpets, curtains and blinds) - payment to meet the cost of alterations or replacement when it is not reasonable to remove and refit,
- Redirection of post,
- Storage costs - where a temporary move will not allow certain items to be moved with the tenant,
- Housing Ombudsman Service determination to pay compensation for maladministration or service failure
- Payments under the Right to Repair or Right to Compensation for Improvements schemes, and
- Costs for legal disrepair, which may include compensation and legal costs.

5.3 Quantifiable loss payments

We will make payments where costs have been reasonably incurred and evidence of such loss has been provided, such as;

- 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,
- 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 as a result of the actions or omissions of LVRHA landlord or contractor working on its behalf,
- Damage to internal decorations
- Reimbursement of costs incurred as a result of damage caused by the managing agent colleagues or contractors

5.4 Discretionary payments

We may make payments for time, trouble, distress and inconvenience, taking into account whether this is considered minor £0-£50, moderate £50-£250 or severe £250-£500, such as;

- 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,
- Breach of data protection regulations leading to emotional distress
- Unreasonable time taken to resolve a situation.

There will be instances when discretionary payments over £500 will be made, such as due to disrepair. Any discretionary payments over £500 should be authorised by the LVRHA Board Member responsible for complaints.

6.0 Situations where compensation will not be considered

There will be situations when LVRHA will not consider paying compensation, which could include:

- The loss or damage was caused by a resident, household member or visitor and includes failure to report a repair promptly or keep an appointment,
- The customer has refused to co-operate and/ or provide access,
- Items which have been unavoidably damaged by improvement works, such as when the installation of central heating has unavoidably left holes in flooring to accommodate pipework,
- The damaged items were removed or replaced before LVRHA or one of LVRHA's agents have inspected them,
- Claims for personal injury, which will be referred to our Insurers to handle, although colleagues can separately consider whether there have been any delays or failures in complaint handling for which compensation is payable,
- 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,
- Loss of the supply of gas, electricity or water is outside of LVRHA's control,
- Instances where any damage is covered under contents insurance.

7.0 Equality, Diversity and Inclusion

LVRHA is aware of our responsibilities under the Equality Act 2010 and is committed to equality, diversity and inclusion. We will endeavour to provide a service that seeks to meet the needs of a particular individual or household and ensure no one is disadvantaged in accessing our services. We recognise that some of our customers may have permanent or transitory vulnerabilities and where customers require additional support, we will endeavour to make reasonable adjustments.

We will also take account of any known vulnerabilities and identify if any impact is worsened through for example disability, old age or the presence of young children when considering compensation payments.

8.0 Monitoring & Review

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

If you have any questions about this policy, please contact LVRHA managing agent via email, customerservices@southlakeshousing.co.uk