



BURY HOUSING SERVICES COMPENSATION POLICY

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1. Policy Statement

We aim to provide a good quality service to our customers and ensure we meet our legal and regulatory responsibilities. When we fail to meet set standards or get things wrong, we will offer an apology and put things right as quickly as possible. We will also offer compensation in certain circumstances.

This policy aims to ensure that we take a fair and proportionate approach when offering redress and awarding compensation.

This policy sets out our approach to managing statutory and discretionary compensation claims and should be read in conjunction with our Complaints Policy and Reasonable Adjustments Policy.

2. Aims and Objectives

This policy aims to:

- Ensure compliance with legal and regulatory requirements.
- Set out the circumstances in which compensation will be awarded and ensure Bury Housing Services takes a fair and proportionate approach to offering redress for service failures and mistakes we make.
- Sets out the circumstances when compensation will not be paid.

3. Scope

This policy applies to tenants, leaseholders and shared owners who may be eligible for statutory payments or discretionary compensation for quantifiable financial losses, other financial losses and stress and inconvenience that may have been caused by our actions or inactions. This policy does not apply to licensees or to members of the public with whom we do not have a contractual relationship.

Compensation is not a replacement for home contents insurance. Customers are responsible for arranging their own home contents insurance for accidental damage to their belongings/property that is not our responsibility.

Any claims for damage and personal injury because of or our contractor's negligence will be dealt with by our Insurers. This includes damage to tenants' belongings.

3. Statutory compensation

Right to Repair

The right to repair scheme helps tenants to get small specific 'qualifying' repairs done quickly. These are matters that relate to health, safety, and security. For example, unsafe power or lighting sockets or electrical fittings, leaking roofs and broken door entry phone systems.

The matter may relate to an individual property or a communal service or area. Under the Right to Repair scheme, repairs must cost less than £250 and if not completed within the statutory target times, we will pay statutory compensation. This is £10 plus an additional £2 per household per day (for every extra day the repair is not fixed) capped at £50.

An additional discretionary payment may be made acknowledging the impact, inconvenience, distress, and time / effort required by the tenant.

Our scheme is only open to Council tenants. Further information on qualifying repairs, repair times and compensation amounts can be found on our website.

Right to compensation for improvements

Secure and assured tenants moving out of their home can request compensation for certain improvements they made to the property while they were living in it. For qualifying improvements, compensation will be calculated based on a formula set by the Government and will be paid on a sliding scale according to the life expectancy of the improvement. Only improvements completed after the 1st April 1994 will be considered and there are several exclusions.

To qualify for a compensation payment, a customer must have:

- Requested and obtained, our written permission before carrying out the work
- Sent us two independent quotations for the work. We will only compensate for works the customer completed themselves where they are suitably qualified.
- Where appropriate, provided evidence of having any official permission needed such as planning permission

The minimum amount of compensation payable is £50, and the maximum is £3,000.

We will not pay compensation where we are evicting a customer for breaking tenancy conditions or where a customer is exercising their right to buy / acquire.

Further details can be found on our website.

Home Loss

Council tenants, Bury Housing Services tenants, shared owners and leaseholders may be eligible for a home loss payment if they are permanently displaced from their home due to demolition, sale of land or major works.

A Home Loss Payment is designed to compensate people for the distress and inconvenience of having to move home at a time not of their choosing. Home Loss Payments are only payable where a displacement is compulsory. A voluntary displacement counts as compulsory if a tenant has not actually been forced to move but moved voluntarily because it was believed displacement was inevitable.

Home loss payments will be paid in accordance with the Home Loss Payments (Prescribed Amounts) (England) Regulations 2020' and will be paid at the appropriate level as set by the government at the time of home loss.

Disturbance

Council tenants, Bury Housing Services tenants, shared owners and leaseholders may be eligible for a disturbance payment if they are required to leave their home permanently or on a temporary basis.

Disturbance Payments are discretionary. They can cover reasonable expenses incurred by the entitled person that relate strictly to the move, and expenses reasonably incurred as a direct and natural consequence of the displacement.

A Disturbance Payment may be payable in addition to a Home Loss payment.

4. Discretionary compensation

There are times when it is appropriate to offer financial compensation for service failures or mistakes we make. This may cover quantifiable financial losses, other financial losses or the stress and inconvenience that has been caused by our actions or inactions. We may also offer other remedies to put things right. This includes practical actions such as provision of a service and / or other good will gestures. Examples of service failures could include:

- Delays in providing a service.
- Temporary loss of an amenity.
- Failure to meet target response times.
- Poor complaint handling.
- Poor customer care.
- Failure to follow policy and procedure.
- Unreasonable time taken to resolve a situation.

Compensation should not be made to cover up service failures. Where we have failed to provide a service or been negligent, we seek to learn lessons from our mistakes and put things right for the future.

We will always ask the complainant what they would like us to do to resolve their complaint and will take these views into account when determining the most appropriate solution. All service failures will be accompanied by an apology, an explanation of what went wrong and what we plan to do to prevent a recurrence.

Each case will be dealt with on its merits. No two complaints are the same and the remedies that we offer will be different in every case. Factors we may take into account when deciding the overall level of compensation include:

- The nature of the service failure or mistake and the impact it has on the complainant, including any aggravating factors that may have made the situation worse given their particular circumstances.
- The duration of any avoidable distress or inconvenience.
- The seriousness of any other unfair impact.

- The extent to which the complainant's actions might have contributed to the situation in which they found themselves.
- The level of rent or service charges.

Examples of when the complainant's own actions mitigate the extent of the compensation being considered might include:

- Failure to communicate clearly with us.
- Failure to bring individual matters to our attention within reasonable timescales.
- Refusing help to make a coherent complaint.
- Failing to respond to contact or repeatedly refusing to allow access.
- Pursuing the complaint in an unreasonable or excessive way.

Examples of aggravating factors that may have made the situation worse for the customer include:

- Our actions or inactions have aggravated a customer's mental health condition.
- Our actions or inactions have caused significant inconvenience or disruption to a disabled customer.
- Our actions or inactions have had a disproportionate impact on a tenant or their family.
- There is a previous history of mishandling of the complainant's tenancy.

Awards of compensation will be made in accordance with our guideline, which are based on levels used by the Housing Ombudsman Service.

In general, we will not offer to reimburse a customer for their time off work, loss of wages or loss of employment whilst repairs are carried out. Whilst such works will inevitably cause some inconvenience, the tenancy agreement requires tenants to provide access for repairs to be completed. Compensation may, however, be deemed appropriate where repairs appointments are repeatedly missed or we fail to resolve the repair issue.

Where a customer can evidence that they have incurred reasonable extra costs because of a service failure or a loss of an amenity, this amount will be reimbursed.

We will also consider claims where on the balance of probability, reasonable costs have been incurred, but the complainant has not been able to provide evidence or an estimate of the costs, which would not have arisen had the service failure not occurred.

We may pay compensation, in the form of rent rebate, if a customer is not able to use a room(s) in their home because of a repair issue that is our responsibility, and which causes prolonged and unreasonable disruption.

We may provide compensation which could involve repair or replacement by us or our contractors. In the case of damage to customer decorations, we will carry out reasonable redecoration or provide decoration vouchers for the customer to carry out the restitution work themselves, if they prefer. We will not consider compensation if the damage occurred:

- Because the original fitting or fixture was incorrectly fitted by the customer who is not qualified in the trade.
- To a fitting or fixture that the customer had installed without obtaining the required permission.
- In an area that we have not worked in. For example, if the same carpet is laid in more than one room, we will only consider replacing it in the room where the damage occurred

We will not reimburse a complainant for any legal or other professional fees, unless we consider that there are exceptional circumstances.

We will not compensate a customer for a fault or loss of service that is caused by their misuse, negligence or damage, where spare parts are not readily available, or stopping the service is essential for planned works to take place. We will communicate with customers when any of these situations occur or likely to occur.

5. Payments of compensation and arrears

We will offset any compensation against a complainant's rent or service charge arrears. We will not do this however, if the arrears are due to our mistake or where the complainant has incurred 'out of pocket' expenses as a direct result of our actions or inactions.

6. Circumstances where compensation will not be awarded

Compensation will not be given if:

- A fault was repaired within the target time and to a good standard.
- We have acted reasonably and complied with our legal and contractual liabilities.
- The fault was caused by a third party over which we have no control i.e. a water leak from a neighbouring property.
- We were unable to obtain parts or materials to complete the work, there were extreme weather conditions or additional work is necessary to complete the repair.
- Planned improvements were agreed with the tenant, unless the works took longer than expected.
- The loss or damage was the tenant's own fault, including the failure to report the repair promptly or to keep appointments.
- Damaged items were removed or replaced before we could view them.
- Evidence is not provided to justify any claims for out-of-pocket expenses.
- The claim is to compensate for time off work.

7. Requests for a review of a compensation decision

Requests for a review of a compensation decision will be dealt with under our Complaints Policy.

APPROVAL AND REVIEW

Document owner John Merrick	Job title: Director Communities and Customer
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Signed	Robin Lawler
Role	Chair of Bury Housing Services Board
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Author	Description	Change log	Version
Ricky Nacarlo John Merrick	Creation of compensation policy aligning to Housing Ombudsman	Creation	V0.1

Louise Chow	Changes	Amendments	V1.0
Business Manager: Business Assurance	Director of Neighbourhoods to Director Communities and Customer ASRP / HR and Appeals (delete) Committee to Governance, People and Customers Committee	21 Feb 2022	
Responsible	Accountable	Consulted	Inform
Business Manager: Finance	Consumers Standards Manager Dir. Customer and Communities	Senior leadership team Coordinators	All business