COMPENSATION POLICY

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COMPENSATION POLICY

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COMPENSATION POLICY

1.0 Statement

RHS is committed to consistently providing a high-quality service to our tenants. We recognise that occasionally, errors and service failure may occur, and sometimes, it may be appropriate to offer compensation.

2.0 Aims

This Policy aims to:

- Establish when compensation may be appropriate
- Define standard levels of compensation
- Establish arrangements for claiming compensation
- Ensure compensation is paid fairly, consistently, and impartially

3.0 Objectives

To explain what we mean by compensation and what tenants can expect from our service.

4.0 Expectations

4.1 We aim to provide a good quality service to all our customers. When we fail to meet these standards and commitments, we'll take action to put this right as quickly as possible.

4.2 When putting the situation right and apologising is insufficient; we'll consider offering compensation. The compensation we offer should restore the person to the position they would be in, had the service failure not occurred.

4.3 We may make a goodwill gesture, where appropriate, to accompany an apology. This may take the form of flowers or vouchers.

4.4 We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate you by:

- Agreeing a temporary solution to the problem, such as providing an alternative form of heating until there's a permanent solution
- Doing additional repair or decoration works beyond our normal service offer, or contractual requirements

4.5 You can request compensation in a variety of ways, including:

- Our website
- Phone
- Letter or email
- In person

4.6 You must make your compensation claim within six months of the failure, fault or event, unless exceptional circumstances prevented this.

4.7 You must keep paying your rent and/or service charge while we consider your claim.

4.8 Service failures occur where we fail to meet our own service standards. This is through our failure to achieve a specified service level or to adequately address an issue which is our responsibility.

4.9 Our priority is to resolve and address service failure; we will not offer compensation in every instance. Compensation will only be made where we are fully or partly at fault, and will not usually be made, where we could not reasonably have known of the failure. Compensation will be proportionate to the failure and its impact. We will not compensate for minor or proportional inconvenience, arising as a result of works.

4.10 We'll consider each case individually and calculate compensation according to what's fair in the circumstances. As part of our investigation, we may request supporting information from you. Failing to provide the necessary information could affect the outcome of the investigation.

4.11 We may consider paying compensation when:

- Our service failure, or that of a contractor working on our behalf, has directly caused damage to your belongings, and
- It's not reasonable to expect the damage to be covered by your home contents insurance.

4.12 When calculating an award of compensation, we'll consider the extent, severity, and impact of the failure. We'll account for any vulnerabilities or individual circumstances when assessing the impact of the failure.

4.13 We'll make compensation payments within 28 working days of the date you accept our offer. We can make payments by:

- Crediting your rent account or other sub-account
- BACS (electronic payment direct to your bank account)
- A retail voucher
- Decorations voucher

4.14 Where there are other charges owed to us, for example, there are arrears on rent and service charge account, we will minus these charges from the overall compensation payment paid to you.

4.15 We may make ex-gratia goodwill gestures or payment where we consider it appropriate, without recognising any liability or obligation; these are discretionary payments. Goodwill gestures or payments will not be made, where other relevant compensation is afforded.

5.0 When we won't pay compensation

5.1 We won't pay compensation:

- For personal injury or other public liability insurance claims
- The issue has been caused by you not providing us access to your home, or caused an attributable delay
- If we're waiting for parts to fix the problem and these can only be sourced from specialist providers
- Where you have been provided with alternative equipment, whilst awaiting the problem to be fixed.

- For claims of damage caused by circumstances beyond our control (e.g. through storm, a natural disaster or flooding)
- For claims which should be covered by a home contents insurance policy, which you are responsible to obtain. This includes damage to your belongings (including floor coverings) through leaks, flood, or fire, even if these issues are outside of your control
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your household or a guest
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to RHS. For example, a utility company, or another resident or visitor.
- Where we've fulfilled our statutory and contractual obligations
- For loss of earnings, annual leave or 'taking time off work'

6.0 Discretionary compensation payments

6.1 If our contractors arrange a visit to your home, fail to keep an appointment and did not inform you of a change to the appointment, at least 24 hours prior to the appointment, we may make a goodwill payment in acknowledgement of the inconvenience.

6.2 We do not make payments on claims related to loss of earnings. However, where we miss two appointments or more, we can offer a gesture of goodwill payment up to a maximum of £50.00.

6.3 Compensation payable for quantifiable loss is where the service failure has resulted in a measurable loss. Evidence must be provided to us, of any costs reasonably incurred by the issue. Examples include:

- Higher energy costs of running alternative sources of heating when we've failed to repair the heating system, within a reasonable timeframe
- Higher water bills due to our failure to remedy a leak
- Paying for repairs where we've failed to meet our obligations
- Reimbursing bank charges for an error in direct debit collection. We'll consider paying compensation for all or part of the loss.

6.4 We may pay compensation if you are not able to use a room or service in your home because of a repair problem that is our responsibility. We will only make one of the payments described below, we do not "add up" multiple payments.

Issue	Discretionary Offer
No sanitary provision at all (where multiple toilets in the dwelling are completely unusable)	100% rent (after 24 hours)
Complete loss of cold-water supply (fault of RHS, not water company)	100% (after 72 hours)
Complete loss of electricity supply (fault of RHS – not electricity company)	100% (after 72 hours)
Complete loss of heating, where no temporary alternative heating is provided	100% of rent (after 72 hours)
No hot water	20% rent (after 5 working days)
Kitchen out of use	20% of rent (after 72 hours)
Bedroom out of use	20% of rent (after 10 working days)

6.5 We also recognise the Housing Ombudsmans' guidance on compensation, where they outline their own guidance.

6.6 7.1 Our compensation awards will be considered in line with the Housing Ombudsmans' approach.

7.0 Other Payments

7.1 We make some compensation payments as part of our contractual or statutory requirements. These are:

7.1.1 Home Loss payments
If you've lived in your home for a minimum of 12 months, and are required to move home permanently, as a result of redevelopment or demolition.

7..1.2 Disturbance payments
For reasonable moving costs if you're required to move to another property either:

- Temporarily or
- Permanently, if you've lived in your home for less than 12 months

7.1.3 Further information on entitlements due to moving home or major works on properties, can be found within our Decant Policy.

7.1.4 Improvements

- If your tenancy is ending, you may be entitled to compensation for any improvements you've made to your home, providing we've approved them. This does not apply to Fixed Term tenancies.
- We will not compensate you if we are evicting you for any breach of your tenancy conditions, or if you are buying your home from us
- If you request a compensation payment at the end of your tenancy and meet the qualification criteria, we will decide what to pay based on how much the improvement cost you and how long it is likely to last. Your home will be inspected by us, and you will need to provide 'proof of payments' of the home improvements you have made.

7.1.5 Right to Repair
Some of our residents have the right to claim compensation under a contractual right to repair; this is a term in some of our tenancy agreements. The Right to Repair covers specific repairs, known as 'qualifying repairs', which cost less than £250 and should be completed within a set time limit. If we don't complete these repairs within that time limit, you may be entitled to compensation

8.0 Reviews or Appeals of compensation decisions

8.1 If you aren't satisfied with the compensation offered, you can ask us to review the offer. You must let us know within 20 working days of when we make the offer. We'll manage this in line with our Complaints Policy.

8.2 We will review this Policy to address legislative, regulatory, best practice or operational issues.