

1 Policy statement

- 1.1 Our aim is to provide an excellent service to all our customers. However, we recognise that there are times when we fail to meet the standards we expect and, in these instances, we aim to put things right. The aim of this policy is to ensure that we have a fair and consistent approach should we need to consider offering compensation.
- 1.2 We will consider an offer of discretionary compensation when an apology is not sufficient, and we need to recognise the impact the service loss or failure has had on our customer. We will offer statutory compensation in the specific circumstances set out in statutory instruments.
- 1.3 It is not appropriate to award compensation in every case and we aim to provide practical solutions to any issues alongside consideration of potential cases. We will consider each claim for compensation on its own merit. Payments, and awards will always be made in a fair, transparent and consistent way, whilst still representing value for money in the way we manage our resources.

2 Statutory and Regulatory context

- 2.1 Rooftop will always adhere to the latest legislation, regulations and statutory guidance relating to the payment of compensation to customers, including:
 - Section 96 of the Housing Act 1985 sets out the Right to Repair for secure tenants.
 - Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
 - Sections 30(1) and 30(2) of the Land Compensation Act 1973 regards home loss payments.
 - The Home Loss Payments (Prescribed Amounts) (England) Regulations 2018 set the current amounts payable under the 1973 Act.
 - Section 61 of the Leasehold Reform, Housing and Urban Development Act 1993 gives us the right to terminate a (new) lease on the grounds of redevelopment.
 - The Regulator of Social Housings Tenant Involvement and Empowerment Standard.
 - The Housing Ombudsman's Complaints Code of Conduct which expects social landlords to have a compensation policy and customer guidance.

3 Policy outline

- 3.1 This Policy outlines the circumstances where we might pay compensation to a tenant, leaseholder, shared owner or any of our other customers. This policy does not apply to licensees, or to members of the public with whom we do not have a contractual relationship. Claims for personal injury are dealt with under our Insurance Policy.

4 Exclusions

4.1 We may pay compensation in a range of circumstances, including:

- Where we have failed to follow our policies, procedures or guidelines.
- Where services, facilities or amenities set out in the customers lease or tenancy have not been provided.
- Where we have failed to complete repairs to agreed response times (not applicable to leaseholders and shared owners except those in the Defects Liability Period).
- Where we, or our contractors have failed to reasonable care e.g. loss or damage to personal property during repair work.
- For loss of facilities, amenities or disruption due to building works.
- For failure to attend a booked appointment without good reason.
- Where customers are forced to leave their homes for demolition or redevelopment.

4.2 However, we will not pay compensation where:

- The damage or delay was caused by circumstances beyond our control (e.g. weather).
- The claims should have been covered by the customers home contents insurance policy, including damage to belongings and floor coverings.
- Where the customer has caused the delay or otherwise caused a loss due to their lack of action, neglect, or misuse of the property, or by their household, or a guest.
- The issues are subject to legal proceedings or disrepair claims.
- The loss or damage was caused by another party e.g. a utility company, a visitor or another resident.
- For loss of earnings or annual leave.
- Significant work is required at a home and we are delivering against a planned schedule of work that has been agreed with the customer.

5 Making and Handling claims

5.1 Customers can make a compensation claim in several ways. These include, by telephone, in person and in writing (by email or post). Customers seeking compensation should make a claim as soon as reasonably possible, claims that are more than 6 months old will be refused.

5.2 Claims for compensation will be acknowledged within 3 working days, with an expectation of how long it will take to assess the claim, which will not normally be more than 20 working days. Staff may advise, but not support, customers in making compensation claims. For customers who need help with submitting a claim, staff should signpost them to consumer organisations such as Citizens' Advice.

5.3 When investigating a claim for compensation Staff should consult the guidance in our Compensation Procedure for assessing whether a claim is valid, what type(s) of compensation is appropriate and how compensation should be calculated.

5.4 Compensation will be offered only once the issues have been resolved, or a complaint has been fully investigated. This does not include reimbursement of customer expenses, which may be paid as they occur. If we make any discretionary compensation payments we will pay it direct to the customer, regardless of rent arrears. Statutory compensation is normally offset against any customer debts.

5.5 Where compensation claims are linked to complaints, they will be dealt with in line with our Complaints Policy and Procedure.

6 Types of Compensation

- 6.1 Compensation may be statutory (i.e. the law obliges us) such as under the Right to Repair, Homes Loss and Improvements, contractual (e.g. our tenancy/lease agreement requires it) such as failure to provide services to agreed timescales, or discretionary, i.e. the circumstances dictate that compensation is the right thing to do.

7 Statutory compensation

7.1 Right to Repair

- 7.1.1 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, such as total loss of water, total loss of electricity, partial or total loss of gas. The matter may relate to an individual property or a communal service or area. Under Right to Repair, repairs must cost less than £250 and if not completed within the statutory target times, we pay statutory compensation. This is £10 plus an additional £2 per household per day (for every extra day the repair isn't fixed) capped at £50. An additional discretionary payment may be made acknowledging the impact, inconvenience, distress, and time/effort required of the resident.

7.2 Home Loss and Disturbance Payments

- 7.2.1 Home Loss Payments are made to tenants, leaseholders and shared owners if we need them to move from their homes permanently due to demolition, sale of land or major works. This usually follows compulsory purchase of the property or the making of a court order in respect of the dwelling (under Part 1 of the Housing Act 2004 or a demolition order).
- 7.2.2 For tenants, the payment for Home Loss is prescribed and revised each year and is currently £7,800 in 2022. For shared owners and leaseholders, the payment is 10% of the market value of their interest held in the property (up to the maximum of £78,000). These amounts are reviewed by the government in October every year and the relevant amounts should be applied at the time.
- 7.2.3 To qualify for a statutory Home Loss payment, the customer must satisfy the following:
- Be a tenant or leaseholder and have lived at the property throughout a one-year period ending on the date of displacement.
 - The property must be their only or principal home.
 - The move must be the result of necessary redevelopment or improvement works to the property, or where the property is being disposed of.
 - The displacement must be permanent (or the customer will return to a new home).
 - The decision to move out must not be voluntary.
- 7.2.4 A Disturbance Payment may be payable in addition to Home Loss payment. Disturbance Payments are for reasonable moving expenses that assured/secure tenants, leaseholders or shared owners may incur if we require them to permanently or temporarily leave their home so that major improvement works could be completed. Major improvement works include regeneration, redevelopment and demolition/decommissioning of the property as part of redevelopment, or to comply with a court order.

7.3 Improvements

- 7.3.1 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 government and will be paid on a sliding scale according to the expected life expectancy of the improvement.

7.3.2 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.

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

7.3.4 We may withhold permission to carry out improvements for a number of reasons, including:

- The improvements will lead to added costs for us in the long term, for example through ongoing upkeep or maintenance costs.
- The improvements may make the home unsuitable for the needs of future customers
- The improvements would make the home unsafe, such as not being compliant with normal planning or building regulation requirements.
- The improvements are already included in a larger renovation or improvement plan.

7.3.5 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.

8 Discretionary compensation

8.1 Compensation for loss of facilities and amenities

8.1.1 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. Where the customer can evidence that they have incurred reasonable extra costs because of our service failure, we will reimburse such costs.

8.1.2 We will not compensate any customer for a fault or loss of service that is caused by their misuse, negligence or damage; where spare parts are generally not readily available; or where stopping the service is essential for planned works to take place.

8.1.3 Where our contractual arrangements allow, we may seek a refund from the contractor for any compensation we pay to our customers where we can identify that the contractor is wholly or largely responsible for the service loss or failure.

8.2 Compensation for damage to customer property during repair works

8.2.1 Whilst carrying out repairs, there may be damage caused to customers' interior decorations or other fittings or fixtures. We will aim to identify any potential damage before major planned works commence and will discuss with the customer the options available to minimise damage. In such cases 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.

8.2.2 Where damage or alleged injury occurs because of our or our contractor's negligence, we may seek a refund from the contractor for any compensation we pay to our customers.

8.2.3 We will not consider compensation if the damage occurred:

- Because the original fitting or fixture was not fitted in a competent manner.
- To a fitting or fixture that the customer had installed without obtaining permission.
- In an area that we have not worked in (for example floor coverings in adjacent rooms).

8.3 **Goodwill Gestures**

8.3.1 In many cases we may choose to offer a modest further payment as a gesture of goodwill to recognise any distress or inconvenience that the customer has experienced. This may be in the form of cash, but may also include grocery, shopping or decoration vouchers. Any goodwill payment should take into account all the circumstances of the claim, including the specific circumstances of the affected household(s).

8.4 **Contractual Compensation**

8.4.1 Where we are contractually obliged to provide a service or to meet a quality or timescale standard and fail to do so, we may pay contractual compensation. This would include occasions where we do not provide items that form part of a service charge, where we take significantly longer to make a repair than our published timescales, or where we fail to provide essential services such as heating and hot water.

8.4.2 In these cases we will either:

- Refund the relevant portion of the service charges for the period in question.
- Pay compensation for the period that the essential service was not provided.
- Pay compensation for the period that the repair was not completed above our normal timescales.

8.4.3 In most cases, a discretionary compensation payment should also be made (a gesture of goodwill), with the amount dependent on the duration of the issue and the individual circumstances of the customer.

8.5 **Compensation for leaseholders and homeowners (including shared owners)**

8.5.1 Sections 7 – 8.14 above also apply to leaseholders and other homeowners where appropriate. Any compensation paid will be discussed with and credited to the leaseholder directly and not any tenant of the leaseholder (possible exception is Disturbance Payment).

8.5.2 If a leaseholder or shared owner has purchased a new property from us, there will be a stated snagging period in the contract. During this time, defects may become apparent, and customers should make us aware of them. If we fail to complete the repairs within a reasonable time, we will consider paying the customer compensation.

8.5.3 Compensation will only be offered where we have caused unreasonable delays and/or distress, not for the defect itself. We may refund an insurance excess as a goodwill gesture if we have been negligent in the handling of a repair or defect. Where a leaseholder lets the property out, we will not compensate for loss of rental income or rent increases due to a repair issue or loss of service. We will pay for missed appointments on communal repairs if we have specifically requested that the leaseholder be present.

9 Requests for a review of a compensation decision

- 9.1 Where a compensation claim is linked to a complaint, we will follow the Complaints Policy to resolve the complaint. Where the compensation claim does not relate to a complaint and the customer is unhappy with the level of compensation offered (excluding claims where the level of compensation is prescribed by statute) this will be dealt with as a new Stage 1 complaint.

10 Authorisation

- 10.1 The following authorisations will apply in all categories of compensation:

Compensation up to the value of £100	All Colleagues in the Operations and Investment Directorates
Compensation up to the value of £500	All Managers & Team Leaders in the Operations and Investment Directorates
Compensation up to the value of £2,000	Heads of Service of: Income, Housing, Repairs, Customer Experience, Asset Investment, Planning
Compensation up to the value of £10,000	All Executive Directors individually
Compensation above the value of £10,000	Any 2 Executive Directors jointly

11 Review

- 11.1 This policy will be reviewed every three years unless there are major changes in legislation or good practice.

12 Consultation

- | | | |
|------|----------------------|---------------|
| 12.1 | Leadership Team | February 2023 |
| 12.2 | Executive Team | March 2023 |
| 12.3 | Other (eg customers) | n/a |

13 Responsibilities

Responsible body

- | | | |
|------|--|---------------------|
| 13.1 | Formulation, amendment and approval of policy | Executive Team |
| | Monitoring of policy | Leadership Team |
| | Operational management of policy/policy author | Head of Performance |
| 13.2 | Date of formulation of policy | May 2006 |
| 13.3 | Dates of policy reviews | March 2023 |
| | | February 2022 |
| | | April 2019 |
| | | January 2018 |

13.4 Date of next review

March 2026

Appendix 1

Associated documents

Internal – Rooftop policies and procedures

- Complaints Policy

Compensation Calculator

Discretionary Compensation & Quantifiable Losses - Payment Calculator

Only complete grey boxes (red writing)

See the Compensation Policy for Statutory Compensation (Home Loss, Disturbance, Right to Repair & Compensation for Improvements)

Notes

1 LOSS OF ESSENTIAL SERVICES - (Above expected service timescales)						£527.00
		Start Date	End Date	No of Days	Day Rate	
(a)	No heating - 1st November to 30th April	17/12/2023	17/01/2024	31	£5.00	£155.00
(b)	No hot water - at any time of year	17/12/2023	17/01/2024	31	£2.00	£62.00
(c)	No gas / electricity - no cooking facilities	17/12/2023	17/01/2024	31	£10.00	£310.00

For example, if we have a 3 day response time for loss of hot water, compensation is payable after the third day.

2 OTHER SERVICE FAILURES							£755.53
		Start Date	End Date	No of Days	Day Rate		
(a)	Full Refund of Rent - Property uninhabitable	17/12/2023	17/01/2024	31	£15.73	£487.63	
(b)	Partial Refund of Rent - Rooms unusable	17/12/2023	17/01/2024	31	£15.73	£81.27	
	No of Habitable rooms (living, dining, bed etc)	6	No of Rooms affected	1			
Do not include sheds, garages, conservatories etc. The Day Rate is the daily rent + service charge for the home							
(c)	Refund of service charge for service failures	17/12/2023	17/01/2024	31	£0.73	£22.63	
The Day Rate is the daily service charge fee for the item(s) that were not supplied							
(d)	Programmed Works	Expected No of Days Where improvements take at least 30% longer than planned					
		7	17/12/2023	29/12/2023	12	£10.00	
						£50.00	
(e)	Routine Repair	Expected No of Days Where a repair has taken at least 30% longer than planned					
		20	17/12/2023	24/01/2024	38	£3.00	
						£54.00	
(f)	Failed Appointments	Where contractors have failed to attend on a number of agreed occasions					
		Maximum £100	Number of occasions	4	£15.00	£60.00	

Payable where the need for a repair has made a room, rooms, or the house uninhabitable and we have gone beyond our normal timescales.

If a service charge item has not been provided on more than one occasion

Where we take substantially longer than planned and agreed with the customer to provide repairs or a home improvement and the customer is inconvenienced as a result.

Only payable if more than one appointment has been missed

3 DAMAGED GOODS						£0.00
-----------------	--	--	--	--	--	-------

Reduce the value of items claimed for by the % below

%	Age of Item
20%	Up to 1 Yr old
30%	2 Years
40%	3 Years
50%	4 Years
60%	5 Years
70%	6 Years
80%	7 Years
90%	8 Years or more

Item	Original Value	Age (Yrs)	Value
1			£0.00
2			£0.00
3			£0.00
4			£0.00
5			£0.00
6			£0.00
7			£0.00
8			£0.00
9			£0.00
TOTAL	£0.00		£0.00

Where the customer is claiming for goods (furniture, equipment electronics etc) that have clearly been damaged due to our failure to provide a repair or other service to planned timescales, or to a sufficient quality - e.g. a radiator comes off the wall as a result of poor workmanship and damages their furniture, or a water leak is not fixed and damages flooring. Use market comparators if receipts cannot be provided.

4 Other Costs (eg phone call, essential travel, decoration, utilities)						£0.00
--	--	--	--	--	--	-------

Evidence costs where possible, e.g. bills showing costs claimed, pictures of before and after work has taken place etc

Type	Description / Basis of Valuation	Value
(a)		£0.00
(b)		£0.00
(c)		£0.00
(d)		£0.00
(e)		£0.00
(f)		£0.00

For costs and expenses claimed by the customer that don't fall into the other categories above. Note that we do not pay loss of earnings - this would be covered by a goodwill payment if appropriate. Copies of any evidence provided should be scanned and kept on file. Personal Injury claims are always dealt with through our insurers.

5 Goodwill Payment						£100.00
--------------------	--	--	--	--	--	---------

Goodwill payments are made to recognise the impact on the customer and any stress or inconvenience caused

(g)	Goodwill payment for service failures	Typically in the range of £25 to £250	£100.00
-----	---------------------------------------	---------------------------------------	---------

Exceeding £250 will be exceptional

6 Total Compensation Calculation		
The minimum payment is £25	Loss of Essential Service	£527.00
	Service Failure	£755.53
	Damaged Goods	£0.00
	Other Costs	£0.00
	Goodwill Payment	£100.00
	Total Payable	£1,382.53

Use the values opposite when explaining the make up of any payments to the customer