

Compensation Policy



Compensation Policy

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Policy Statement

Town and Country Housing (TCH) is committed to providing a high level of service to all of its customers and involving them in the decisions that we make about those services. This policy has been written to include ideas from our customers and demonstrates our continued commitment to them.

We recognise that there will be occasions when customers feel that a service has not met published standards. When this happens a compensation award may be made if residents experience financial loss or severe inconvenience.

This policy sets out TCH's approach to ensure the consistent and fair treatment of all claims, whilst following statutory guidelines. Please also refer to TCH complaints policy.

1.0 Introduction

1.1 Town and Country Housing aims to give an excellent service to our customers. We want to know when a service has not met the published standard.

1.2 Compensation falls into 2 categories, statutory and discretionary.

2.0 Statutory Compensation

There are certain grounds in which TCH tenants may be entitled to compensation:

2.1 Home Loss

Home loss payments may be made to tenants or owner-occupiers who have lived in their property for a minimum of twelve months and are required to move home permanently as a result of redevelopment or demolition of their home.

2.2 Disturbance

Disturbance payments may be made to people to compensate for expenses incurred in permanently moving to another home; (such as, removal expenses, cost of altering soft furnishings, re-connecting movable fixtures and fittings, and telephone re-connection charges.) There is no fixed payment amount set out in legislation, but payments will reflect the reasonable cost of relocation. A discretionary disturbance payment may also be made to people who are required to move to another property temporarily or to people who have lived at a property less than twelve months and are required to move home permanently. This payment is for reasonable moving costs.

2.3 Improvements

If your tenancy is ending and you completed improvements to your property after 1 April 1994 you may be entitled to compensation for those improvements. This does not apply to fixed-term tenancies.

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2.4 Right to Repair

The Right to Repair scheme covers specific repairs, known as 'qualifying repairs' which cost less than £250 and should be done within a set time limit. If your landlord does not carry them out within that time you may be entitled to compensation. Your landlord can tell you if your repair is a 'qualifying repair'.

2.5 Payment for damage to your property/belongings

It is usually a landlord's responsibility to insure the building and a tenant's responsibility to insure the contents of their home (TCH strongly recommends that tenants obtain their own suitable contents insurance). If damage has occurred to your property and you think TCH are responsible, depending on the value of the claim this may be referred to TCH insurance. Details will be provided at the time.

2.6 Public Liability and personal injury.

Personal injury claims will always be dealt with under the TCH Public Liability Insurance Policy. The claimant will be referred to the current insurers who will deal with the claim.

2.7 Under the Statute of Limitations, the injured party has three years from the date of the alleged incident to commence legal proceedings. If the injured party is a minor at the time of the alleged incident, they will have 3 years from the date of their 18th birthday within which to commence legal proceedings.

2.8 Fraudulent claims will be investigated and criminal prosecutions will follow.

2.9 Discretionary Compensation

Landlords are expected to have a compensation policy which provides guidance on when it will consider offering compensation. If you decide to accept compensation from TCH this does not prevent you from contacting the Ombudsman. When a complaint involving compensation is received by the Housing Ombudsman they will consider whether it was a reasonable offer in the circumstances of the case, including whether it was consistent with our policy.

2.10 The amount awarded will depend on the circumstances of the case and is usually for time and trouble bringing a complaint or for distress and inconvenience experienced by the complainant. Additional factors to be taken into consideration can be age, disability and personal circumstances.

3.0 Who can claim compensation

- 1.0 Tenants of Town and Country Housing
- 2.0 A representative, on behalf of a tenant, for example a family member, although we will always require consent from the tenant and the compensation would always be paid to the tenant, unless we are otherwise instructed by the tenant.
- 3.0 Residents who live in areas in which we work
- 4.0 Leaseholders and shared owners.

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4.0 Definitions

Days

When the policy refers to the number of “days” this means working days (Monday – Friday), and does not include Bank Holidays and Christmas closing.

Claim

Any request or entitlement for compensation.

Claimant

The individual making the claim.

5.0 When we will not pay compensation

- Where the Organisation has acted reasonably to mitigate any loss and/or damage.
- Where the organisation could not have been expected to have had prior knowledge or warning of an event and acted reasonably thereafter.
- The problem has been exacerbated by factors outside the Organisation’s control.
- The claimant’s action e.g. if they did not take action to mitigate the effect of the situation (if it would have been reasonable for them to do so). For example, reporting the failure or fault at the earliest opportunity, or turning off a stop cock in the case of a burst pipe or moving possessions from the site of a leak.
- The failure, or fault, arose as a result of negligence or actions by the claimant or their associates or through their failure to comply with the terms of their tenancy.
- The claimant or their associates have not given their full cooperation. For example, where they have failed to provide reasonable access to remedy the failure, or fault.
- Loss of earnings.
- Defects in new homes – this will be passed to the developer/their insurer.
- Where the matter is being considered, or an award has been made through either a court of law or our insurers, our contractors’ insurers or the development insurers. When a payment is made it will be done on the understanding that it is in full and final settlement of the matter.
- Residents’ personal possessions, decoration and claims arising from incidents that would normally be covered by home contents insurance (e.g. a burst pipe) Residents are advised to take out their own home contents insurance.

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6.0 When we will pay compensation

6.1 Discretionary Compensation for Time, Trouble, and Inconvenience

- Minor disruption £50-£250
- Moderate disruption £250-£700
- Extensive disruption £700+

6.2 Repair Related

Reason for Compensation	Action/Amount by TCH
No heating (total loss where repair has exceeded published timescales)	£3.00 a day after initial 24 hours between the winter months of 1 October and 30 April.
No hot water (total loss where the repair has exceeded published timescales)	£1.50 per day per person (per tenancy records) after initial 24 hours.
Total loss of mains water (where it is TCH's responsibility, and the repair has exceeded published timescales)	£5.00 per day.
Total loss of power (where it is TCH's responsibility and not part of planned maintenance)	£10.00 per day after initial 24 hours.
Cost of additional food while cooking facilities are unavailable due to the repair exceeding published timescales	£10.00 per day per adult and £5.00 per child after initial 24 hours.
Cost of additional electricity used while using a de-humidifier	£3.50 per day per de-humidifier.
Cost of additional electricity used while using a temporary electric heater	£3.50 per day per electric heater.
Missed appointments by a contractor	This will depend on the contract between the contractor and TCH.
Discretionary decorating allowance	Up to £25.00 per room to complete additional decorating.

6.3 Room loss allowance

6.4 The assessment as to whether a room or property is unusable will be made by TCH at the point of the damage and repair request is made.

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6.5 For each unusable room, a resident can receive up to the following percentage of the weekly rent as compensation. The maximum that can be claimed is 50% of weekly rent.

Room	Percentage of weekly rent	Period after which compensation is payable
Kitchen	25%	48 hours
Bathroom	25%	48 hours
Bedroom	20%	48 hours
Living room	10%	48 hours

7.0 Leaseholder customers (including shared owners)

- 7.1 The general compensation section 6.0 applies to leaseholders (including shared owners)
- 7.2 Service charges paid for a specific service that we provide may be fully or part refunded if evidence is proven that we are responsible for the service and it was not provided as expected.
- 7.3 We may refund an insurance excess, if Peabody are proven to be negligent in their handling of a repair or defect.
- 7.4 If a leaseholder lets out their property, we will not compensate for loss of rental income or rent increases and any compensation paid will be discussed and credited to the leaseholder directly and not the tenant of the leaseholder.
- 7.5 We will only pay for missed appointments on communal repairs if we have specifically requested that the leaseholder be present and our records support this.
- 7.6 If a leaseholder has purchased a new property from us and we fail to rectify property defects that have been identified and confirmed by us as a defect within a reasonable time, we will consider the following compensation. We will only compensate where we have caused the delays.

8.0 Goodwill gesture

When TCH are not at fault we may consider offering a goodwill gesture.

9.0 Customer Responsibility

- 9.1 Customers who believe they may be entitled to compensation, in accordance with this policy, should make a claim within 6 months of when the event or loss occurred.
- 9.2 The claim should set out the amount of compensation sought and the reasons why the claim is to be made. It must be supported by evidence of the costs incurred where appropriate, and details as to the length of time the issue has

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continued. TCH will need to inspect any damage. A claim does not have to be made in writing.

10.0 Paying the claim

10.1 Where a discretionary compensation claim has been agreed, we may require an acceptance slip to be completed prior to making payment. Payment should then be made within 10 working days by bank transfer, replacing or repairing the damaged item or paid to the resident's rent account, where there are arrears.

10.2 Compensation payments will be used to offset any rent arrears or other monies due to TCH, except where doing so would cause significant hardship.

11.0 Help to make a compensation claim

TCH staff can offer advice and assistance. We can provide information in other formats, for example in large print or Braille or in other languages. Customers can also contact us through a third party representative, such as the Citizens Advice Bureau or Shelter.

12.0 Appeals

Where compensation is not awarded, the claimant can appeal the decision and this will be dealt with through TCH complaints policy.

13.0 Equalities statement

An equalities impact screening assessment has been undertaken to determine any potential negative impacts on any residents within the nine protected characteristic groups. None have been identified. As part of the screening process, TCH also considers any negative impacts on financial inclusion and community cohesion. Again, none were identified.

14.0 Resident Influence

The draft revised policy was published in our newsletter inviting comment before publication. From the feedback we received, most respondents felt that the policy was clear, but there was a request that we clarified the terminology referring to home disturbance compensation, which we have done. Other feedback was around ensuring that the policy was consistently applied and that all staff were aware of this policy and the associated complaints policy. We deliver induction training around these policies to all new staff, and deliver regular training updates, guidance and briefings, including advising all staff of any policy changes, with the aim of ensuring all staff have an up-to-date knowledge of policy and its application. All staff will be made aware of this

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