



COMPENSATION POLICY

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Approved by / Date	ELT
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Executive Summary:
<p>We understand that on occasion things go wrong with our services. When this happens, we feel it is fair to compensate and restore our tenants to the position they would have been in had the service failure not happened. We aim to look at this in a fair and consistent way to ensure we put things right.</p>

Policy Grouping/Directorate(s)	Customer Experience / Customer and Communities	
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Notes:		

1 Introduction

- 1.1 Rochdale Boroughwide Housing (RBH) recognises that sometimes errors and service failure may occur, and it may be appropriate to offer compensation.
- 1.2 Our aim is to get things right first time, however, we appreciate things can occasionally go wrong. Our complaints policy and procedure gives our customers a timely response and escalation route should they remain dissatisfied.

2 Context

- 2.1 This policy outlines RBH's approach to claims for compensation.
- 2.2 This policy takes into account guidance from the Housing Ombudsman Service, The Housing Ombudsman's Complaints handling code and Housing Quality Network.

3 Aims & Objectives

- 3.1 The aim of this policy is to assist staff in ensuring that a standardised approach is taken in considering compensation requests, fairly, consistently and impartially.
- 3.2 This Policy outlines when we will award compensation to our customers, including:
 - Residents
 - Leaseholders (including shared owners)
 - Applicants for one of our homes
 - People who live close to, or are affected by, a property we own or manage

4 Policy Statement

- 4.1 When putting the situation right and apologising is not sufficient, we'll consider offering compensation. The compensation we offer is intended to restore the person to the position they'd be in had the service failure not occurred.
- 4.2 We may make a goodwill gesture, where appropriate, to accompany an apology. This may take the form of goods or vouchers.
- 4.3 We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate customers by:
 - Agreeing a temporary solution to the problem
 - Offering furniture or goods of the same or equivalent condition from our recycling scheme – Pass it on, if in stock
 - Doing additional repair or decoration works beyond our normal service offer or contractual requirements.
 - Compensation for quantifiable loss. 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 service standards.

- Reimbursing bank charges for an error in direct debit collection. We'll consider paying compensation for all or part of the loss.

4.4 You must provide evidence of the costs and do so within a reasonable timeframe, ideally reporting damage within 48 hours. We may offer discretionary compensation on top of compensation to cover your loss, if appropriate

4.5 We may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis. Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair.
- Failure to provide a service we've charged you for
- Failure to meet target response times.
- Failure to meet our standard of service.
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water.
- Poor complaint handling.

4.6 We won't pay compensation:

- For personal injury or other public liability insurance claims
- For claims of damage caused by circumstances beyond our control (e.g. through storm or environmental flooding)
- For claims that should be covered by a home contents insurance policy
- Where the loss is due to the tenants lack of action, neglect, wilful damage, or misuse
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to RBH

4.7 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. We'll ensure you don't incur further inconvenience and cost making a claim for compensation in these circumstances, particularly where we, or our contractor, are clearly at fault.

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

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

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. Failing to provide the necessary information could affect the outcome of the investigation.

4.11 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.

- 4.12 We'll make compensation payments within 20 working days of the date the offer is accepted. We can make payments by:
- Crediting your rent account or other sub-account
 - BACS (electronic payment direct to your bank account)
 - Retail voucher.

5 Monitoring

- 5.1 We will record and monitor compensation payments made along with the reason for the compensation. This information will be reported to Board every 3 months, alongside an annual report to our tenants [via our website](#)

6 Review

- 6.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.
- 6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

7 Links with Other RBH Documents

- 7.1 This policy links to the following policies and strategies:
- Complaints Policy
 - Customer Engagement Strategy
 - Anti-Social Behaviour Policy
 - Allocations Policy
 - Demolition Policy – rehousing of residents
 - Right to Repair Policy