

Paragon Asra Housing Limited

Compensation Policy

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Department	Corporate Services
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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity. This policy has considered the Equality Act 2010 and its protected characteristics which are: race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage, civil marriage and partnership, and pregnancy and maternity explicitly.

We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

1. Introduction

- 1.1. We're committed to delivering high quality and efficient services but know that sometimes things go wrong that we need to put right.
- 1.2. This policy explains our approach to how we'll remedy a complaint and includes managing payments of compensation.
- 1.3. This policy links to some of our other policies.
 - Complaints
 - Maintenance
 - Service Charge
 - Temporary Decant
 - Equality & Diversity Policy

2. Scope

- 2.1. This Policy applies to PA residents 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.
- 2.2. This policy covers compensation which relates to loss, damage or inconvenience due to service failure or other faults, known as discretionary compensation, and compensation which is required by law.
- 2.3. If a resident wishes to claim compensation and needs help to do so we will support them in any way we can.

3. Aims

- 3.1. We aim to provide the best possible service to all residents and to resolve any issue before there is a need to issue a payment of compensation, or any other of remedy is needed.
- 3.2. If the level of service we provide falls below our published stands we aim to be fair to any customer who incurs financial loss or inconvenience. In these cases, we will consider compensation.
- 3.3. In addition, the policy aims to:
 - Treat all residents with respect and compassion, and to consider their personal circumstances in our decision making when providing a remedy. This may include resident's time and trouble, any distress or inconvenience caused, any previous history or mishandling of issues and complaints by PA Housing.
 - Consider claims for compensation on their individual circumstances to ensure our discretion is applied fairly and proportionately.
 - Understand a remedy may not always be financial and to consider whether there are other actions we can take aside from offering compensation.
 - Sets out the details of when we will pay compensation or offer some other form of remedy to a complaint.
 - Ensure compensation payments are properly assessed, monitored and controlled.

4. Approach

- 4.1. We'll consider a payment of compensation, or other remedy, if a resident has experienced delays or has incurred costs outside of their normal spending because of a failure in our services, or if we have failed to carry out a service within our published guidelines. For example:
- If we've failed to meet our own service targets.
 - If we've failed to deliver a service which is paid for through a service charge.
 - If we've not acted reasonably.
 - If we've not handled a complaint properly.
 - If we've damaged personal possessions.
 - If a resident is unable to use part of their home.
- 4.2. This policy recognises that as well as awarding compensation or offering to undertake other actions to put things right, an appropriate remedy should always include:
- A sincere apology recognising things have gone wrong and the effect it has had on the resident.
 - An explanation of what action we have or will take to improve things as a result of the complaint such as staff training or changes in policy.
- 4.3. We may consider practical action to resolve a dispute to remedy an adverse effect that has been caused by the service failure instead of providing financial compensation. Examples could include:
- Providing decorating vouchers or decorating where a resident is not able to do this themselves.
 - Agree to repairs which we would not normally be contractually obliged to complete.
 - Work outside of normal hours where practicable and appropriate.
 - If a complaint relates to a minor service failure, we may consider a good will gesture to try and make things right. This could be flowers, chocolates or shopping vouchers. These gestures should be carefully considered to ensure they are appropriate under the circumstances, which may depend on the relationship we hold with the resident.
- 4.4. In some situations, we would not consider making a compensation payment or offering an alternative remedy:
- a fault was repaired within the target time and to a good standard.
 - PA Housing has acted reasonably and complied with its legal and contractual liabilities.
 - the fault was caused by a third party or PA Housing had no control over it, for example a water leak from a neighbour.
 - the contractors were unable to obtain parts or materials to complete the work
 - there were extreme weather conditions and the contractors advised the resident that additional work was necessary to complete the repair.
 - the loss or damage was the residents own fault, including the failure to report the repair promptly or to keep appointments.
 - damaged items were removed or replaced before PA Housing 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.

5. Making compensation payments

- 5.1. PA Housing will take vulnerabilities and disabilities into consideration when calculating any offers of compensation, however any claims relating specifically to the impact to a resident's health will be investigated by our insurers to be managed appropriately.
- 5.2. Compensation will not be paid automatically and may not be offered where a service failure or mistake has not caused any significant issues and has been quickly resolved. The main aim is to remedy the problem by replacing items or issuing vouchers or apologising or agreeing to change procedures to put things right to prevent further failures or mistakes from occurring.
- 5.3. Appendix 1 shows the areas that we will consider for compensation payments and the values attributed to this.
- 5.4. The table below shows how the value of compensation will be assessed:

Level of impact to customer	Inconvenience caused
Low	There has been a service failure, but this was rectified in a reasonable amount of time with a minimal impact to the resident.
Medium	There has been an issue which caused significant inconvenience to a resident and took multiple attempts to resolve.
High	There has been a serious failure and taking a considerable amount of time to resolve, with severe consequences to the resident. This will have had a major impact on their lifestyle and enjoyment of their home.

- 5.5. Residents are encouraged to take out home contents insurance for their furniture, decorations and personal possessions, to insure them against accidental damage, loss, fire or water damage, burglary etc. Where a resident's possessions are damaged through building failure which is not covered by their own insurance, compensation for the damaged possessions will be paid if it can be shown that PA Housing was at fault. We highlight insurers on our website that provide products for social housing residents.
- 5.6. The decision to make a compensation payment in the form of cash in relation to how we have handled a complaint will be taken by the complaint specialists and Manager at stage 1 or by the senior manager dealing with the complaint at stage 2. This compensation will take into account whether the complainant has had to spend excessive time, effort or inconvenience pursuing the complaint, but will not be paid for time taken making lengthy written complaints or providing substantial or repeated items of evidence.
- 5.7. Rent arrears will only be written off if there have been significant delays in notifying residents of the arrears, e.g. over 12 months where residents pay through a monthly standing order; insufficient amounts collected for over 6 months by direct debit; or residents not advised of the correct rent increase.

6. Making a claim

- 6.1 If a customer wishes to claim compensation and needs help, we will support them in any way we can, but the claim must be made within 6 months of the incident taking place unless there are exceptional circumstances (This aligns with the timescales within the complaints policy). A claim can be made by any method including by telephone, in writing, in person at our offices or during a home or site visit by a PA Housing staff member, or through an advocate or family member.
- 6.2 Claims will be dealt with efficiently, sympathetically and promptly to reduce distress and potential further dissatisfaction. Our aim will be to make a decision within ten working days. Where this is not possible, the resident will be contacted and kept informed.
- 6.3 If the customer is satisfied with the complaint response but asks for the compensation to be reviewed, this may be reconsidered by the Complaints Manager. If an agreement cannot be made at Stage 1 this will escalate to Stage 2 of the Complaints policy.
- 6.4 PA Housing's insurers will be informed immediately of any incidents which may give rise to a possible personal injury claim. Any claim for compensation in relation to impact on health will immediately be passed to the insurers.
- 6.6 Any money owed by the resident, such as rent arrears, court costs or rechargeable repairs, will be deducted from any cash paid in compensation, unless the compensation is for loss or damage or a Housing Ombudsman payment. Cash payment will be made via the resident's chosen method i.e.; direct payment/vouchers/paid into rent account.
- 6.7 Any offers of discretionary compensation are made on the basis that it does not constitute an admission of legal liability.
- 6.7 Compensation required by law can be found in **Appendix 2**.

7 Equality and Diversity

- 7.1. We pride ourselves on our approach to equality and diversity and believe that everybody is unique, and that uniqueness should be celebrated.
- 7.2. We will treat everybody with fairness and respect and consider their individual case and circumstances when making decisions about compensation in line with our published Equality and Diversity Policy.

8. Training

- 8.1. We will carry out induction and refresher training for all staff to make sure that they are aware of this policy and of our commitment to excellent service delivery standards and targets. All managers will receive specific training to provide the skills and knowledge to comply with this policy.

9 Monitoring and reporting

9.1. Compensation payments are monitored as a means of improving service performance to residents and to ensure consistency of approach and appropriate use of compensation awards.

10. Legislation

10.1. The legislation covering statutory compensation is set out below:

- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 gives assured tenants the right to claim compensation if qualifying emergency and urgent repairs are not carried out within prescribed timescales.
- As a registered social landlord we are required to extend the same service to our assured tenants.
- A Right to Compensation for Improvements was introduced in 1994 as part of the Citizens Charter. Tenants whose tenancies are ending can claim compensation for improvements they have made to their home.

11. Contacting the Housing Ombudsman

11.1 The Housing Ombudsman are available to provide guidance to residents making complaints and requesting compensation and can be contacted:

Housing Ombudsman Service
PO Box 152
Liverpool L33 7WQ

Tel: 0300 111 3000 - 9.15am-5.15pm: Monday to Friday

Appendix 1 - Compensation payments

(Not applicable to leaseholders or shared owners)

We only pay compensation for repairs if we have failed to complete the repair within our published guidelines. The compensation payment schedule below outlines the level of compensation that we may pay:

Missed Appointments	£20
Loss of heating (and for running temporary heating)	£10 per day 5 per day after target timescale elapsed during (October to March)*
No hot water	Cover reasonable costs
Dehumidifier running costs	Cover the full costs of running this.
Total loss of use of Kitchen or Bathroom	25 % of daily rent after target timescale elapsed
Total loss of use of bedroom	20 % of daily rent after target timescale elapsed
Total loss of living room	10 % of daily rent after target timescale elapsed
Loss of cooking facilities	£20 per day per adult and £10 per day per child after target timescale elapsed

To be reviewed at least annually or when there is a significant change in energy prices takes place.

Poor Complaint handling compensation

When considering a complaint, we consider whether we have followed our complaints procedure in line with the complaints policy. If we find we have not managed the complaint effectively through regular communication, proactive management or investigation, we can make an award for poor complaint handling. For example, we will provide £10 per week for delays in responding outside of target timescales. But consideration will be given to the time and efforts by residents to follow up their complaints.

Appendix 2 - Mandatory payments

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

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.

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.

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.

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 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.