



# Compensation Policy

When we get things wrong, we make sure we put it right and this might include a compensation payment.

## 1. Policy statement

- 1.1 Yorkshire Housing aims to make sure that any compensation offered in response to a complaint reflects the extent of any and all service failures, and the level of impact caused to the resident as a result. This might include giving financial compensation. We'll take into account the guidance issued by the Housing Ombudsman when deciding on the most appropriate approach.

## 2. Policy aims

- 2.1 This policy aims to make sure that we put things right where something has gone wrong because of us or our contractors. We'll aim to fix something so that you can be in the position you would've been in if we hadn't made a mistake.
- 2.2 There are a range of different ways we'll offer to put things right. One of those ways is to offer financial compensation and this policy sets out how we'll do that when it is the most appropriate approach. You don't need to make a formal complaint to ask us for compensation for something.

## 3. Definitions

### How we define compensation

- 3.1 There are three different types of compensation:
  - Compensation we have to pay by law ('mandatory payments');
  - Compensation we can choose to pay ('discretionary payments'); and
  - Compensation where you've spent money already ('quantifiable loss payments').

## 4. The policy

### Compensation we have to pay by law

- 4.1 **Right to Repair** – If we don't carry out a repair within the set timescale (<https://www.yorkshirehousing.co.uk/media/jfdpw2kb/responsive-repairs-policy-combined-with-appendices.pdf>) you should report the repair again and tell us that it's the second request for the work. We'll then raise the repair and set a new target date. If the second date passes without the work being carried out, you can apply to us to exercise your 'Right to Repair'. The Government sets compensation rates, currently it's a flat rate, one-off payment of £10, plus £2 per day (for each day the repair is outstanding) up to a maximum of £50.
- 4.2 **Improvements** – If you've made an alteration to your home and we've granted you permission, you might have the right to compensation for improvements at the end of your tenancy.

Only certain improvements qualify for compensation, and we'll have to confirm that the improvement is eligible for compensation. The improvement must be of benefit to Yorkshire Housing and not affect the future letting and maintenance of the home. The expected life of the improvement should match our standard replacement timescales.

This is in line with the Decent Homes standard set by the Government.

- 4.3 **Home loss** – If you've lived in your home for 12 months or longer and we need you to move out permanently because we need to redevelop or demolish the building, we'll make a payment to you. The Government decides how much we have to pay, currently it's a minimum of £7,800.
- 4.4 **Disturbance** – We'll make a disturbance payment for the 2 different reasons below: These will be calculated on a case-by-case basis.
1. We need you to move out permanently and you've lived in your home for less than 12 months; or
  2. We need you to move to another home temporarily while we carry out some works, but you can move back home when we've finished them.

We'll offer you an amount to cover reasonable moving costs and we'll agree this with you before you move.

### Compensation we choose to pay

- 4.5 When we haven't done something we should, or we have done something in the wrong way, we might offer you some money as part of our offer to put things right.

Some examples of when this might happen are:

- When we've not handled your complaint properly.

- When we've taken longer to do something than we should, like fix a repair or contact you when we said we would.
- When we've charged you for something but haven't delivered that service.
- When you've lost an amenity (like gas, electricity or water) for a period where we were responsible for fixing it.
- When you haven't been able to use part of your home.
- When we haven't followed our policies and procedures properly.
- When we've taken an unreasonable amount of time to resolve a situation.
- When a colleague or contractor has accidentally damaged something in your home and there's clear evidence, where we all agree it was our mistake.

### **Compensation where you've spent money already**

4.6 If an issue that we're responsible for means you had to pay for extra items or services, we can pay you this money back. Some examples are:

- When your heating bills have cost more because we haven't fixed something.
- When we agree you had to pay for somewhere else to stay, or food and drink and we didn't help with this.
- When you had to pay for cleaning after large scale repairs because we didn't leave the area we did the repairs in to a good standard.
- When you had to pay someone else to fix something because we didn't repair it after you reported it to us.

### **Exclusions**

4.7 There are some things we won't pay compensation for. We won't make a payment for:

- Claims for personal injury – these types of claims will be considered by our insurers. If you think we're responsible for a personal injury to you, you can make an insurance claim against us.
- Damage to property or belongings – where something's been damaged and there's no evidence it was caused by us or our contractors, we will not pay compensation for the damage. You can make an insurance claim for this against your own contents insurance policy.
- We may agree extra time for you to remove some items from your home after you move out, but we will not offer compensation for those items if you don't move them in the time we agree and we have to clear them for you.
- Claims for damage caused by something beyond our control – for example if there's a storm or a flood which impacts you, we won't offer compensation because this is something we can't control.
- Problems caused by a person or company that were not working for us – we'll only consider compensation where our own colleagues or our contractors are responsible for any issue.

### **Other ways we might compensate you**

4.8 We might put things right for you in different ways instead of offering you compensation, depending on the situation. These include:

- Redecorating part of your home when we'd usually ask you to do this.
- Offering you vouchers or a goodwill gesture.
- Paying for some support for you for a period of time.
- Supporting you to move home if a situation is serious enough and we can't fix it another way.

### **Our approach to compensation**

- 4.9 Where something has gone wrong, we'll recognise that and take responsibility for any errors we've made.
- 4.10 Where we offer compensation, we'll make sure it is fair and proportionate, and considers any similar complaints we have had before.
- 4.11 We'll consider each case based on what's happened and the impact it's had on you. This will include:
- The extent of the issue.
  - How long it's been going on.
  - Any needs or circumstances you have that we should've considered sooner.
- 4.12 We'll make a decision on your compensation within 10 working days during your stage 1 complaint investigation. If you haven't logged a formal Stage 1 complaint, we'll start the 10 working day timeframe from the day you send us all the information we need to be able to make a decision. For Stage 2 complaints we'll make the decision on your compensation within 20 working days whilst we are investigating. These timescales will change if an extension to your complaint is needed. We'll communicate timescales clearly to you throughout this process.
- 4.13 We'll tell you clearly what we're offering you and exactly what it's for, and we'll tell you what you need to do to accept or decline the offer. If you accept it, we'll tell you how and when we'll compensate you (whether that's a financial payment or a different type of compensation, as listed in section 4.8). If you decline it, we'll tell you what your next options are, if there are any.
- 4.14 If something has gone wrong that affects more than one customer, we'll offer compensation to everyone affected. For example, if you've got no hot water for longer than is reasonable (where it's our responsibility to fix it), and more than one person in your area is affected, we'll offer compensation to everyone, not just the person that reported it.
- 4.15 If you're not happy with the amount of compensation we offer, you can appeal this in the following ways:
- a) If you've asked us for compensation outside of a formal complaint case and you aren't happy with our offer, you can make a formal complaint, and this will be reviewed as part of that process.
  - b) If you've got a formal complaint at stage one and you're not happy with any offer, you can escalate your complaint to stage two.

- c) If you've got a formal complaint at stage two and you're not happy with any offer, you can escalate your complaint to the Housing Ombudsman.

For b and c above, please see our Complaints and Feedback Policy for more detail.

## 5. Calculating compensation

### How we'll work out the amount we offer you

- 5.1 Where we have to consider a number of things, we'll follow the [Housing Ombudsman's Guidance for Landlords](#):
- 5.2 **Mild Impact** – a minor service failure where we didn't acknowledge or fix something when you first told us about it.
- 5.3 The impact of the mistake lasted for a short time and we've fixed the issue quickly without a significant impact on you.
- 5.4 We use the Housing Ombudsman's guide of £50 to £100 compensation.
- Distress, inconvenience, the time and trouble you've taken to make a complaint
  - Disappointment or loss of confidence in us
  - Delays in fixing the issues. It's likely to be for a minor service failure where we didn't acknowledge or fix something when you first told us about it.
- 5.5 **Moderate Impact** – This may include the things we've listed above, as well as a service failure where you've been negatively affected and we haven't put it right.
- 5.6 The impact of the mistake is bigger but not permanent, and where the issue lasted longer than should've been expected,
- 5.7 We use the Housing Ombudsman's guide of £100 to £600 compensation.
- 5.8 **Severe Impact** – Where the impact of a mistake has caused you a significant physical or emotional impact or has (or will have) a severe long term impact on you,
- 5.9 We use the Housing Ombudsman's guide of £600 to £1,000 compensation.
- Distress because you had to move out or you couldn't use a room temporarily
  - A long time passed before we fixed the issue.
  - An issue that keeps repeating and we've never fully fixed it.
- 5.10 **Severe Long Term Impact** – There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on you
- 5.11 Our response, or lack thereof, made your situation worse and further undermined our relationship with you.
- 5.12 We use the Housing Ombudsman's guide of £1,000+ compensation.

## **Compensation where you've spent money already**

- 5.13 If we're paying you back for something you've already paid for, you'll need to show us receipts for the items or services you had to pay for, and we must agree that they were reasonable and necessary costs for the situation.

## **6. Making you payment**

### **How we'll give you your payment**

- 6.1 If we're offering you compensation that we have to pay by law (mandatory payments), or giving you money back that you've already paid out (quantifiable loss payments), we'll pay this into your bank account within 20 working days of receiving your bank details.
- 6.2 If we're offering you compensation to put something right (discretionary payments) we'll pay this into your bank account within 20 working days, once we have your bank details. If you've got a debt on your rent account or you owe us money for anything else, you can ask us to credit your compensation against your debt instead.

If you don't have a bank account, we can credit your rent account or we can give you vouchers instead of money at your request.

## **7. Legislation and Guidance**

### **The laws and rules we have to follow:**

- 7.1 We have to follow the law as it sets out in the [Equality Act 2010](#). We may need to adapt our normal policies, procedures or processes to meet your needs.
- 7.2 We also follow the rules from the [Housing Ombudsman Scheme](#) in the [Complaint Handling Code](#) and the [Regulator for Social Housing in their Economic and Consumer Standards](#).
- 7.3 When we calculate compensation for Right to Repair, we must follow the [Commonhold and Leasehold Reform Act 2002](#) and the [Secure Tenants of Local Authority \(Compensation for Improvements\) Regulations 1994](#).
- 7.4 When we're calculating compensation for improvements, we must follow the [Housing Act 1985](#).

## **8. Diversity and Inclusion implications**

- 8.1 Making sure that our policies are inclusive and that they make sure everyone gets treated fairly is really important to us. This policy ensures fair treatment for anyone who might raise a concern under this policy or is part of an investigation, regardless of race, ethnic origin, nationality, gender, disability, religion, marital status,

maternity, sexuality or sexual orientation, or age. If you think we've got this wrong, please get in touch with the policy owner.

## 9. Reporting and monitoring

9.1 This policy will be reviewed regularly to reflect current legislation and good practice.

<b>Date approved</b>	July 2024
<b>Approved by</b>	Homes and Places Committee
<b>Recommended / scrutinised by</b>	Heads of Service, Directors, Customer Voice and Review Committee
<b>Summary of changes</b>	New Policy - 2024
<b>Frequency of review</b>	Three years
<b>Next review date</b>	2027
<b>Policy owner</b>	Sarah Lee, Head of Customer Experience Delivery
<b>Policy author</b>	Emma Wilson, Interim Director of Customer Experience
<b>Associated policies or guidelines</b>	<p>This policy deals specifically with compensation we may offer where we have not met our own standards. This included where contractors have not provided a service to the level we expect. When we are dealing with compensation, we may also use these other policies and procedure to help resolve the issue.</p> <p><a href="#">Complaints and Feedback Policy</a></p> <p>Unacceptable Customer Behaviour Policy</p> <p><a href="#">Accessible Services Policy</a></p>
<b>Associated procedure</b>	Customer Complaints and Feedback Policy

## Appendix A - Remedies Guidance

**Aim:** The aim of this policy is to contribute to Yorkshire Housing’s aim of dealing with all complaints in ways which are demonstrably consistent, fair and reasonable.

### Time trouble and inconvenience

When considering a complaint, we investigate and consider someone’s time, trouble and inconvenience. We will look at this by considering the impact: Mild, Moderate, Severe or Severe long term. This is referenced in section 5 of this policy.

### Definitions:

**Time:** The duration spent by the complainant in attempting to resolve the issue, including communication with YH or our suppliers or contractors and any time taken away from regular activities.

**Trouble:** The additional effort, stress, or difficulty experienced by the complainant as a result of the issue.

**Inconvenience:** The disruption to the complainant's life or routine caused by the issue, including any associated costs or impacts on well-being.

### Poor Complaint Handling

In evaluating a complaint, we assess our adherence to the established complaints procedure outlined in our complaints and feedback policy. If it is determined that the complaint was not effectively managed due to shortcomings in regular communication, proactive management, or investigation, we institute a system for compensating poor complaint handling, utilising the following scales:

Minor Failure	Moderate	Substantial
Failure to adhere to the complaints policy or procedure <b>£50</b>	Failure to comply with the complaints policy or procedure, investigation of a complaint, leading to inconvenience and additional effort required to address the issue <b>£100</b>	A substantial failure to the complaints policy or procedure, or to conduct a thorough investigation of a complaint, resulting in a impact on the complainant <b>£200</b>

## Calculation

Compensation equals Time trouble and inconvenience plus poor complaint handling plus the amounts detailed below.

Category	Stage 1	Stage 2
Failure to log and acknowledge a complaint on time.	£50	£50
Failure to respond to a complaint in time frame.	£100	£100
<b>Missed Appointments</b> where our colleagues or contractors fail to attend an agreed appointment, or the appointment is cancelled by us giving the customer less than 24 hours notice (per appointment).	£20	£20
Where there are <b>multiple missed appointments in relation to the same repair</b> , the flat payment will be increased to £30 with respect to the 2nd and subsequent missed appointments. Example if there are four missed appointments in relation to the same repair, the total compensation payable will be £20 plus £30 plus £30 plus £30 equals £110.	£30	£30
<b>Loss of Water Supply Yorkshire Housing fault</b>		
Where YH fails to give adequate notice, restore the water supply within Yorkshire Housing targets and/or deliver bottled water to vulnerable residents, compensation will be paid at £10 a day or £15 a day for vulnerable customers.		
<b>Severe Damp, Mould and Condensation</b>		
Failure to carry out a DMC clean-up within 14 days of the issue being reported - £100.		
<b>Drying out</b>		
Where a <b>de-humidifier</b> is provided to dry out a property following a leak or flood, we will provide compensation towards the increased electrical costs at the rate of £10 per affected room, per day.		
<b>Anti-social behaviour</b>		
Failure to take action regarding anti-social behaviour £200		
<b>Cooking</b>		
Where a tenant experiences a loss of cooking facilities and is not offered alternative accommodation, the Yorkshire Housing will offer payment to offset the cost of purchasing food elsewhere. Payments will be £20 per adult per day, £15 per day for a person aged 12 or under. This payment is considered only when it is the fault of Yorkshire Housing		
<b>Electricity</b>		
Where a customer experiences a loss of electrical supply, or loss of lighting with respect to the entire property, compensation will be paid after the first day. This will be calculated at the rate of £7 per day or £12 per day in the case of vulnerable customers. This payment is considered only when it is the fault of Yorkshire Housing		
<b>Food</b>		
Loss of perishable items during periods when there is a loss of electrical supply (food in fridges and freezers) will be considered on a case-by-case basis. This payment is considered only when it is the fault of Yorkshire Housing.		
<b>Heating</b>		
<ul style="list-style-type: none"> <li>• Lack of heating £10 per day during heating Season (October to April).</li> <li>• Lack of heating vulnerable customers £15 per day during heating season (October to April).</li> <li>• This payment is considered only when it is the fault of Yorkshire Housing.</li> </ul>		

Category	Stage 1	Stage 2
<b>Services</b>		
Loss of service charge facilities. Refund daily charge amount plus 15%.		
<b>Room decoration</b>		
YH will only re-decorate rooms after works where the original decorations have been substantially affected. £80 per room.		
<b>Personal Injury</b>		
Any claim of personal injury / impact on health <b>MUST</b> be handled by Yorkshire Housing's insurance company. Personal injury claims <b>MUST NOT</b> be handled under the compensation or complaints policies and procedures. All such claims must be passed on to the Insurance team who will pass on the details to our insurers.		
<b>Unable to use the following rooms totally:</b>		
<ul style="list-style-type: none"> <li>• Kitchen 25% of the weekly rent for each day after 48 hours</li> <li>• No toilet available 30% of the weekly rent for each day after 24 hours</li> <li>• Bedroom 25% of the weekly rent for each day after 48 hours</li> <li>• Living room 25% of the weekly rent for each day after 48 hours</li> <li>• No Bath/shower 20% of the weekly rent for each day after 48 hours</li> </ul>		
<b>Wrong advice given</b>		
Provision of inaccurate or misleading information by YH or its representatives, leading to negative consequences for the customer.		
<ul style="list-style-type: none"> <li>• Low impact £50</li> <li>• Significant impact £100.</li> </ul>		
<b>Lift Failure</b>		
<ul style="list-style-type: none"> <li>• £2 per day per household</li> <li>• £4 per day per resident for those deemed to be vulnerable due to mobility issues.</li> </ul>		
<b>Accidental damage</b>		
Caused by Yorkshire Housing or its contractors		
<b>Failure to apply the above remedies at Stage 1 undertake the correct calculation and add a one- off amount of £100.</b>		