



COMPENSATION POLICY

Approver	Board of Management
Policy	Compensation
Date Last Revised	April 2019
Policy revised by	Director of Services
Policy monitored by	Head of Resident Services
Next Revision Date	April 2022
Related Documents	Customer Feedback Policy Right to Repair Legislation Customer Compensation Forms
Location of Hard Copy	Chief Executive's Office

Signed:

Chief Executive:

Julia Ashley

On Behalf of the Board of Management

1. INTRODUCTION

- 1.1. C&C's Board of Management understand there may be circumstances where it would be appropriate to award compensation to tenants and residents.
- 1.2. Compensation could be payable for a variety of reasons, including but not limited to service failure, loss of use of one or more room in a property, damage to goods or property and disturbance to quiet enjoyment of the property.

2. PURPOSE

- 2.1. The purpose of this policy is to outline the circumstances in which compensation may be payable to residents.
- 2.2. The policy covers the areas where it is reasonable or where there is a legal responsibility on C&C to make compensation payments, such as adherence to the Right to Repair regulations
- 2.3. C&C recognises there may be circumstances where compensation is payable beyond the statutory regulations, in the form of discretionary payments for distress, disturbance and/or inconvenience.

3. SCOPE

- 3.1 This policy applies to all residents and tenants of C&C properties.
- 3.2 All staff (permanent, contract and agency) should consult this policy when considering whether compensation is payable.

4. RESPONSIBILITIES

- 4.1 The Director of Services has overall responsibility for this policy and to ensure it is reviewed and updated in a timely manner.
- 4.2 All staff (permanent, contract and agency) are responsible for applying this policy when compensation is payable.
- 4.3 The associated procedure and appendices specify the level of authority needed for compensation to be paid.

5. POLICY

- 5.1 C&C aims to give a good service across all parts of the organisation but sometimes things can go wrong. This policy is mostly used in conjunction with the Complaints

Policy as an aid to resolution. However, it is possible to use this policy, and offer compensation to residents as a way of adhering to legal obligations and assisting resolution to an issue without the need for residents to escalate the issue to a formal complaint.

5.2 When compensation can be considered

The following list is a summary of when C&C would consider paying compensation to a resident.

- repair is not completed on time.
- service has not been carried out in line with C&C policy or standard.
- repair or tenancy appointment is missed without due notice.
- room cannot be used due to lack of repair.
- contractor or C&C staff member damages resident personal possessions.
- resident carries out ‘qualifying’ improvements to the property and they are moving out of the property.

5.2.1 Any complaints or claims for compensation must be made within 12 months of the incident or issue in question. Anything in excess of this timeframe will not be considered.

5.3 Right to Repair

5.3.1 The Right to Repair Scheme entitles residents to compensation if qualifying repairs are not completed within stated timescales (see Guidance Note for details of qualifying repairs).

5.3.1 The Repair must be the landlord’s responsibility, remain incomplete after being reported at least twice and cost under £250 to complete.

5.3.1 The amount set under the scheme is £10 plus £2 per day for each day the repair remains outstanding or incomplete, up to a maximum of £50 per repair.

5.4 Service Failure

5.4.1 If C&C fail to deliver a service in line with set standards, compensation may be payable. Service failure is not responding to a service request within set timescales or to an acceptable level. This can include communal repairs within the set timescales (such as a broken down lift or garden maintenance), failure to respond to communication or not actioning a request within in an appropriate time (such as sending a new rent card or providing requested information).

5.4.2 This compensation can be offered in conjunction with another type of compensation, such as Right to Repair compensation.

5.4.3 The offer of compensation is made in consultation with the following matrix.

	Low Impact	High Impact
Low Disturbance	<£50 (officer level)	£50-£100 (senior level)
High Disturbance	£50-100 (manager level)	£100-150 (manager level)

5.5 Missed Appointments

If a member of staff or contractor misses an appointment without prior warning, a resident can claim compensation of £10.

5.5.1 Compensation will be paid by voucher, up to the sum of £30 (3 consecutive missed appointments).

5.5.2 Compensation will only be paid providing the Resident's rent account is not in arrears.

5.6 Home Loss and Disturbance

C&C commits to providing compensation to residents that lose the use of part or all of their home due to major works or repairs.

5.6.1 Home Loss

There is a fixed sum payable to residents to compensate them for the permanent loss of their home if they are forced to move because of redevelopment or improvement works.

The amount payable is determined by central government, under Land Compensation Act and Planning and Compensation Act.

This type of compensation is only applicable if the move is permanent and the resident has a secure or assured tenancy – assured shorthold tenants, lodgers and licensees do not qualify for Home Loss payments.

The resident must have held a tenancy at the property for at least one year before the date of moving.

5.6.2 Loss of use of one or more rooms in a property

C&C may pay compensation for the loss of use of a room if the room is unusable for a week or longer and the loss of the room causes statutory overcrowding.

5.6.3 The loss of use of living space or facilities such as the bathroom may also come under Right to Repair or Service Failure.

5.6.3 The amount of compensation paid per week is calculated as follows:

Weekly rent ÷ number of rooms in property x number of unusable rooms

5.6.4 Compensation will be paid by bank transfer, or to the Resident's account if there are any arrears outstanding.

5.7 Property Improvements

- 5.7.1 Residents must have written permission to have carried out works and the work must have been carried out to an acceptable standard in line with C&C's Decent Home guidelines.
- 5.7.2 Only Assured and Secure tenants are eligible to make a claim.
- 5.7.3 Improvements include new fittings such as bath, or insulation. Please see Guidance Note for a detailed list
- 5.7.4 Compensation is based on the present value of the improvement. This will include depreciation (set at the industry accepted level)
- 5.7.5 Compensation for improvements is only payable when the tenancy is terminated.

5.8 Compensation for loss of goods or personal injury

- 5.8.1 Tenants are expected to take out their own household insurance to cover accidental damage or loss to their belongings and decorations, unless it is caused by C&C's negligence.
- 5.8.2 C&C may refer any claims made by tenants to C&C for loss or damage to belongings or decorations to its insurers.
- 5.8.3 Any claim for personal injury will always be referred to C&C's insurers.
- 5.8.4 Please see Guidance Note for details on when compensation may not be considered.

SUPPORTING DOCUMENTATION

- 6.1 All claims for compensation must be made on the appropriate forms
- 6.2 The Compensation Guidance Note contains more detail on specific requirements.