



## COMPENSATION AND REDRESS POLICY

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<b>Committee:</b>	<b>Operational Services</b>
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**Version: 2**



<b>Policy Version</b>	<b>Date of Approval</b>	<b>Changes made to Policy</b>
Version V1	19 July 2013	
Version V2	03 March 2017	Full re-write

## 1. Introduction

The Association is committed to providing excellent customer service and works to provide a service whereby the need to provide compensation or redress is extremely rare. However, there are circumstances where it is not possible to resolve an issue within routine procedures, and other measures may be required to reach resolution.

This policy sets out the measures that the Association may undertake to resolve situations where acceptable standards are not met, or where tenants have experienced disruption or loss due to the Association maintaining or improving the property.

### **Link to the business plan**

This policy supports meeting the aims of the following key priority of the business plan: **Delivering Excellent Customer Focussed Services** in order to improve overall satisfaction levels amongst tenants.

The policy is also designed to reflect the core values of; delivering excellent services to customers and; acting with integrity and being open and transparent at all times.

## 2. Policy Statement

Langstane Housing aims to provide high quality housing services across all areas of activity, and to resolve any issues before the need to make a claim or to apply for a compensation payment arises. It is, however accepted that in some circumstances performance may fall short of expected levels, or there will be situations where extensive repair or improvement work may cause disruption to a tenant's occupation of their home.

## 3. Objectives

The Association's objectives are to ensure that:

- Issues are dealt with within 28 days of a tenant making a claim for compensation
- Practical solutions are fully explored prior to any consideration of financial compensation
- Financial compensation is proportionate and made within the guidelines set out in policy and the associated procedures
- The impact of disruptions upon tenants is minimised, to ensure tenant satisfaction with the overall service provided

## 4. Links to other policies

- Complaints policy
- Customer Care policy

## 5. Roles and responsibilities

Compensation claims, and claims for financial redress due to service failure are in the first instance processed by the Manager of the team that provides the front-line service to the tenant. In all cases, where it is determined that a tenant will be paid compensation, this must be authorised by the relevant Departmental Director **before** any notification of a decision is provided to the tenant.

## 6. Redress

Redress is the provision of an acknowledgement that acceptable standards have not been met, and is normally associated with a tenant raising a service complaint. Wherever possible, the Association should aim to return someone to the position they were in prior to a failure in service provision. Redress should be proportional to the degree and nature of the failure and the level of hardship experienced, and can take the form of:

- An apology
- An explanation
- Practical action, such as the provision of a service
- Financial payment (compensation) proportionate to the loss or inconvenience, and made within the guidelines stated in the procedure

It may be that redress involves a combination of the above actions, but provision of financial redress should not be an expected outcome where other practical steps will resolve a service failure.

In all cases, acceptance of financial redress indicates that the tenant has accepted that the matter is resolved and this will be made clear to the tenant at the time the offer is made.

## 7. Compensation

Compensation claims are separate from service complaints, although in some cases there may also be service failures to address as part of the process.

### **Situations where compensation will not be considered:**

- Where the damage would normally be claimed against household insurance
- Where loss is caused by a third party not acting on behalf of the organisation
- Where the tenant could have taken steps to minimise loss but has not
- Where the situation was out with the Association's control
- Where the tenant is partially or wholly responsible for the incident
- Where the tenant has breached their tenancy agreement
- Where there has already been action taken to rectify the situation i.e. redecoration or provision of decoration vouchers

- Where the Association is in the process of taking legal action to recover possession of the property

If money is owed to the Association, any payment of compensation will be deducted from the outstanding balance.

### **Situations where compensation is considered:**

#### **a) Compensation for Improvements**

Tenants have a right to claim compensation for certain improvements made to the property, provided the Association's permission to carry out the work was granted. Compensation is payable at the end of the tenancy.

The Corporate Services Team calculates compensation. In order to provide a transparent service, the background to calculation of a compensation payment is provided to the recipient on an individual basis. Calculations will take into account the expected lifecycle of the components.

#### **b) Costs in the event of an appointment being broken**

A missed appointment is defined as either a contractor or tradesperson not turning up for a pre-arranged time slot, or a cancellation made with no notice near the time or after the arranged time. It is recognised that broken appointments are inconvenient for tenants.

However, it is not assumed that confirming a missed appointment will result in a compensatory payment. Responses to complaints made about missed appointments will reflect the nature and the impact of the inconvenience to the tenant. An assessment of this is on a case-by-case basis and in line with procedural guidance.

#### **c) Disturbance payment**

This section applies to circumstances where a tenant does not have full use of their property for a period of time, or where they have been required to leave the property to allow work to be completed.

The Association recognises that disruption within the home, or having to move out for a period is difficult and can be costly, If it is necessary to move a tenant to alternative accommodation, either permanently or temporarily, the manager dealing with the move will make an assessment of what reasonable costs will be reimbursed.

Factors that are considered when assessing disturbance payment cases include:

- The nature of the problem
- The length of time taken to resolve the issue
- The degree to which the tenant has suffered actual failure or loss

For example, if part of the property is rendered unusable for a period, to what degree does this impact on enjoyment of the remainder of the property?

- Whether or not the tenant was made an offer of alternative services
- Any actions taken by the tenant that could be seen as unreasonable

Each case is assessed on an individual basis, and all decisions made regarding disturbance arrangements are explained in writing, in order that both the Association and the tenant has a documented record of the process.

#### **d) Disturbance to decorations**

Decoration Vouchers can be offered where the Association carries out repairs or improvement works that result in disturbance to decorations. It will not be appropriate to issue vouchers in all cases, and the Manager responsible for the case makes an assessment of the best option to suit the individual circumstances.

Decoration vouchers are not offered in cases where a household insurance policy would cover the damage.

Further details regarding the operation of decoration vouchers are included in the Procedure for Issue of Decoration Vouchers.

#### **e) Failure of Service for which a charge is paid**

In the event of a confirmed and ongoing failure of a specific service for which a service charge is payable, an amount of the service charge will be refunded to the tenants affected. Due to the complicated nature of these service failures, a full investigation by Association staff is conducted in these circumstances. Any refund of service charge to tenants must be approved by the Director of Housing and Social Justice, **before** any notification to tenants is made.

In circumstances where there is disagreement between the Association and the tenant(s) about the service provided for which a service charge is paid, the onus is on the customer to provide substantive evidence that failure or non-provision has occurred. Cases where there is dispute between the tenants and the Association is processed using the Complaints Handling Procedure. Tenants have recourse to the Scottish Public Services Ombudsman via this procedure should the matter fail to reach resolution.

#### **f) Damage caused to personal possessions**

Where staff or contractors have accidentally caused damage, the Association, or where appropriate the contractor via their own procedures, shall meet reasonable costs to ensure that a tenant does not find themselves at an unreasonable disadvantage. This could involve the Association paying the tenant the equivalent value of the excess required through the home insurance

policy. However, any payment must have approval from the relevant Director **before** any notification is made to the tenant.

Tenants are responsible for ensuring that their property is adequately insured. The Association will not be held accountable for a tenant's failure to insure their own possessions against accidental damage or loss.

### **g) Cost of heating, lighting and power**

Where the Association or a Contractor has required prolonged use of a tenant's heating, lighting and power supply to effect repairs or improvements, the additional costs of the utilities bills can be claimed for by the tenant. Prolonged use is defined as more than one working day within the property to complete the work. The tenant must provide past utility bills to validate their claim, otherwise no determination of the additional expense can be made. If no prior bills are available, the relevant Director has authority to consider making a nominal payment.

## **8. Procedures**

Procedures are in place, to respond timeously and appropriately to claims for compensation. Where possible, decisions are made within 28 days of receipt of all the information required by the Association. Documentation and/or receipts must be provided to support the sums claimed.

## **9. Staff resources and training**

All staff involved in the relevant services are aware of the aims and objectives of this policy. Training includes:

- Awareness of the Association's obligations for day-to-day repairs and estate management within the terms of current housing legislation
- Awareness of the Asset Management Team procedures for front-line services
- Knowledge of the terms of the Scottish Secure Tenancy (Compensation for Improvement) Regulations 2002
- Information handling skills/accurate record keeping
- Dealing with difficult situations

## **10. Monitoring and review**

The compensation and redress process is monitored regularly, and includes the following:

- Numbers of compensation claims per reporting period, and reason for claim
- Actions taken/outcome
- Performance in relation to target times for responses
- Compensation claims by tenancy location

- Redress payments made per period, detailing reason for redress and amount paid

Where there have been payments of compensation or redress to tenants, a report is provided by the Director of Housing and Social Justice to the Operational Services Committee.

### ***Right to Complain***

*In the event you are not satisfied with the service you have received, please contact the Association for a copy of our Complaints Policy, which can also be viewed on our website – [www.langstane-ha.co.uk](http://www.langstane-ha.co.uk)*

### ***Equality and Diversity***

*The Association is committed to promoting equality and diversity across all areas of its work, and discrimination or harassment of any kind is not tolerated*

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