



# **Compensation Policy**

**2022-2024**

## Compensation Policy

<b>Adopted / Date Reviewed:</b>	October 2018 December 2022
<b>Review Period:</b>	Every 2 years
<b>Next Review:</b>	October 2024
<b>Contact Officer:</b>	Corporate Head of Customers
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<b>Version Approved by:</b>	ELT on 15 December 2022
<b>Policy Links:</b>	Complaints Policy Limited Contact Policy Reasonable Adjustment Policy Rechargeable Repairs Policy Relocation, Resettlement & Home Loss Policy

### Brief Policy Summary:

It is LHP's aim to provide the highest quality services to its customers. However, we recognise that we do not always get things right and services may not be delivered to the standard that we aspire to.

When this happens, customers may be entitled to apply for compensation, or the Company may wish to make discretionary payments or goodwill gestures.

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## Purpose

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1. The purpose of this policy is to set out the Company's approach to providing compensation to customers in a fair and consistent manner.
2. This policy outlines the circumstances where customers may be entitled to apply for compensation or instances where the Company may wish to make discretionary payments or goodwill gestures.

## Scope

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3. The Compensation Policy is available to anyone who receives a service from the Company i.e. tenants, leaseholders, housing applicants or others affected by LHP's activities.
4. Compensation can be requested for a range of reasons and can include the following:

<b>Examples:</b>
Failure to deliver a service to its specified standard
Failure to carry out emergency or urgent repairs within an agreed timescale
Customer has carried out a qualifying improvement to their home with LHP permission and is moving
Customer or leaseholder needs to move from their home either permanently or temporary at LHP's request
Damage or financial loss caused by the actions of colleagues or contractors
Temporary loss of amenities
Unreasonable time taken to resolve a situation

5. Compensation can be either statutory or goodwill and may be used in combination where appropriate.
6. LHP will consider each compensation request on its own merits however customers have no automatic right to compensation unless it is statutory. LHP will make compensation payments in line with this policy however monetary payments as a goodwill gesture will only be made in circumstances where an apology or improvement to service will not suffice and we will take recommendation from the Housing Ombudsman Service Remedies Guide

Please see below table for guidance:

Award Amount	Reasons/examples
<p><b>£50 - £250:</b> Service Failure over short time no significant effect on overall outcome of complaint</p>	<ul style="list-style-type: none"> <li>• Lack of communication</li> <li>• Failure to meet service standards without significant impact</li> </ul>
<p><b>£250 - £700:</b> Considerable service failure but no permanent impact on customer</p>	<ul style="list-style-type: none"> <li>• Misdirection or contradictory advice</li> <li>• Customer continually chasing for responses</li> <li>• Customer being repeatedly passed between teams</li> <li>• Lack of responsibility for sub-contracted services</li> <li>• Failure over a considerable period to act in accordance with policy</li> <li>• Failure to meaningfully engage with customer to resolve issues</li> <li>• Significant failures to follow complaint procedure</li> </ul>
<p><b>£700 and above:</b> Recognition of maladministration or where there has been severe long term impact on customer.</p>	<ul style="list-style-type: none"> <li>• Long stays in temp accommodation due to failures on repairs</li> <li>• Mishandling of anti-social behaviour exacerbating customer relationship</li> <li>• Failure to make reasonable adjustments</li> <li>• Mishandling leading to customer facing speculative financial loss (we will always ask for evidence to quantify the loss).</li> </ul>

7. It is the responsibility of customers to have home contents insurance and to claim on this insurance when it is deemed appropriate to do so. This policy is not intended to replace or compensate for the lack of such insurance.
8. The following table shows the type of compensation that cannot be pursued through this policy:

<b>Not progressed through the Compensation Policy</b>	<b>Action or Team Responsible</b>
Insurance Claims including Personal Injury or claims over £2,500	Finance Team
Compensation already being processed through legal channels (e.g. disrepair)	Dealt with by the relevant team
Accidental damage not caused by the Company e.g., burst pipes, blocked drains or other unpredictable or unreported events	To be pursued through customer's own contents insurance
Damage caused by exceptional weather conditions	To be pursued through customer's own contents insurance
An alteration to the property carried out without LHP permission or to an adequate standard	To be pursued through customer's own contents insurance/possible recharge if LHP needs to rectify
When the customer's action prevents or delays the delivery of a service that contributes to service failure	LHP will only take responsibility for outcomes within its own control and would not look to compensate where our process has been impeded by customer action
Loss or damage caused by the resident or a third party	To be pursued through customer's own insurance/possible recharge if LHP needs to rectify

9. Compensation requests that have not been brought to the attention of colleagues within six months of the incident will only be progressed at the discretion of the relevant Head of Service.
10. Colleagues have the right to request evidence as part of a compensation investigation and where this is not supplied; compensation requests may not be considered. These include being able to visit to assess damaged items, invoices, receipts, and photographs.
11. Any monetary offers of compensation will be offset against arrears, service charges or other debts owed to LHP.

### **Definition**

12. Statutory – type of compensation where this is a legal or other external requirement to compensation. This includes:
  - Home Loss & Disturbance Payments
  - Compensation for Tenants Improvements
  - Right to Repair Scheme
13. Goodwill – is a discretionary form of compensation for time and trouble/distress and inconvenience Examples can include:
  - Loss of facilities in the home
  - Failure to keep appointments

- Failure to deliver services subject to a service charge
  - Financial losses have incurred due to action of colleagues
  - Recompense for the nature and impact of a complaint
14. **Quantifiable loss** – where customers can demonstrate an actual loss. It is important to note that any such costs must have been reasonably incurred and evidence of such loss must be provided. Examples can include:
- Having to pay for alternative accommodation or take away food
  - Paying for cleaning or repairs where LHP has failed to meet its obligations
15. **Other remedies** – in some circumstances a financial payment may not be necessary and LHP will look to agree other means of remedy through goods or services. Examples can include:
- Undertaking extra repairs or redecoration that would otherwise be customer responsibility
  - gestures of goodwill such as vouchers or flowers

## Service Standards

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16. When dealing with a request for compensation, we undertake to:
- Pay compensation in line with available good practice, regulatory and legislative requirements
  - be polite, empathetic, fair and consistent,
  - keep cases confidential,
  - ensure that making a request for compensation does not jeopardise any service received by the complainant and investigate the request thoroughly and respond in full within our agreed timelines.
17. Our timeline commitment when dealing with a request for compensation is:
- Acknowledge the request within 3 working days,
  - Provide a detailed response after investigation within 10 working days of the date of the acknowledgement with either an offer of compensation or the reasons why the request has been rejected
  - If an offer is received and accepted, to ensure that payments are paid in full within 10 working days of acceptance receipt
18. When making a claim for compensation, a customer must provide honest and accurate information in relation to the request and must be willing to provide supporting evidence if required such as receipts, quotes and/or photographs.

## Statutory Compensation

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**Home Loss** be found in our Relocation, Resettlement & Home Loss Policy. compensation is a fixed, one off, statutory payment as art of the Land Compensation Act 1973, for the loss of a tenant's home because of actions by LHP. To be eligible for this payment, the tenant must have lived in the property for one year. The amount of Home Loss Payment you could receive is set by Government each year through the New Regulations, Home Loss Payments (Prescribed Amounts) (England) Regulations. More information can be found in our Relocation, Resettlement & Home Loss Policy.

19. LHP will make home loss payments to leaseholders and homeowners in cases where it needs to acquire the property for redevelopment, either by voluntary negotiation or pursuant to a Compulsory Purchase Order.
20. **Disturbance** payment is compensation for losses or reasonable expenses that arise as a consequence of a customer, leaseholder or homeowner being required to move either permanently or temporarily at the request of LHP. Disturbances may arise due to demolition, redevelopment, major repairs or improvements to homes. More information can be found in our Relocation, Resettlement & Home Loss Policy. This includes some homes affected by damp and mould where a full survey has been undertaken.
21. **Compensation for Customer Improvements** is offered where a customer has made an improvement to the property with consent from LHP and that the improvement is of a reasonable standard. Tenants may claim compensation when they move from the property however will not be eligible should the tenant wish to purchase the property or the tenancy is being terminated under a Notice Seeking Possession, Court Order of Abandonment Notice.
22. LHP may make adjustments to the amount payable if it considers the initial outlay by the tenant was excessive, the improvement was of a higher standard than LHP would install, the improvement has deteriorated at a greater / lesser rate than normal wear and tear or LHP has incurred excessive associated costs in connection with the improvement.
23. **Right to Repair Scheme** covers small, urgent repairs, if not carried out within a reasonable short timescale are likely to jeopardise the health and safety of the customer.
24. If the work is not completed within a timescale given, a second timescale must be issued. If the repair has not been completed by the second timescale, the customer will be entitled to compensation. Note that timescales given are not necessarily the time for completing the entire repair but reducing the level of urgency.



25. Only repairs that cost less than £250 are covered under this scheme and they could include:
- Unsafe plugs or electrical wiring
  - Blocked flues to fire or boilers
  - Blocked sinks or toilets
  - Leaking roofs, pipes, tanks and cisterns

## Goodwill Gestures

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26. This is a payment for a circumstance where there is not a legal liability however demonstrates recognition of the inconvenience caused to a customer if the level of service drops below a reasonable standard.
27. Goodwill gestures do not have to take the form of a monetary payment and can include (but not limited to) vouchers, decoration pack, flowers or work undertaken at the expense of LHP.
28. If a customer suffers from a loss of facilities through the fault of LHP such as loss of use of rooms, sole source of heating or essential services, LHP will consider refunding an element of the weekly rent.
29. If a colleague or contractor fails to keep appointments by not arriving within the agreed time slot either verbally or in writing without prior notice of cancellation, the customer will be entitled to compensation. This is a standard amount of £20 per missed appointment. Likewise, if a customer fails to attend an appointment either at an LHP office or home visit, they will receive a warning for the first offence but may be recharged thereafter.
30. LHP will refund a customer's service charges where there has been a failure to deliver services subject to a service charge which has resulted in financial loss and inconvenience to the customer.
31. LHP will consider compensating if customers suffer a financial loss or possession damages because a colleague/contractor has failed to take reasonable care whilst undertaking their duties.
32. Compensation may be offered as an outcome of a complaint in recognition of a service failure which has caused any exceptional worry, distress or inconvenience.
33. Guidance on appropriate amounts of compensation to be offered, dependent on impact of the service failure is provided to colleagues through the Compensation Procedure. Further guidance, based on precedent and recommendation from the Housing Ombudsman Remedies Guidance, will be provided on an individual basis by the Customer Experience Manager.

34. Damp, Mould and Condensation – Some customers may experience damp and mould in their home. It is important that this is reported to LHP when it is first recognised, utilising LHP’s risk assessment we will determine which cause of action is most appropriate and schedule any necessary works based on those findings.
35. It is important to recognise that not all mould or damp is caused by issues with the property and can be an indication of environmental impacts. Tips of how to manage the humidity and temperature in your home to decrease the risk of mould and damp can be found on our website or via your housing officer. It is expected that customers will live well in their homes and ensure adequate ventilation and heating as well as keeping areas prone to condensation dry and clean.
36. If a claim is made in relation to items damaged by damp or mould, LHP will survey the property to find a root cause and decide based on the outcome and the time taken since the issue was reported to us. These will be reviewed and dealt with by the Customer Experience Team in partnership with our Repairs Team.

## **Appeal Process**

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37. If a customer is dissatisfied with the outcome of their compensation claim, they can appeal the decision through the LHP Complaints Policy.

## **Communications to Stakeholders**

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38. We are committed to ensuring all our services are accessible to everyone. We will publicise our compensation service through tenant communications and on our website and will use any methods needed including translation services to ensure that there are no barriers to customers who wish to provide feedback to us or make a complaint.
39. We will inform our customers how we are performing in delivering our compensation service through a variety of formats including our Newsletters.

## **Delivery and Monitoring**

40. All of our colleagues have responsibility for ensuring the effective delivery of this policy. Colleagues who investigate and handle compensation requests directly will take ownership and responsibility for the investigation.
41. The responsibility of compensation payments, monitoring and recording lies with the Customer Experience Manager.
42. LHP will record and monitor compensation requests and payments and will use this information to:
  - Report our performance to customers
  - Involve our customers in shaping our services
  - Set challenging performance targets

- Review our policies and procedures
- Train our colleagues

## **Review Cycle**

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43. This Policy will be reviewed on a bi-annual basis with the next review due in October 2024.

# EQUALITY IMPACT ASSESSMENT

## Equality Impact Assessment

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Compensation policy			
Provide a brief summary of the aims and main activities of the initiative (bullet points):			
Where LHP has failed to provide services, it is contracted to provide, customers will be compensated accordingly. This policy ensures that customers receive effective compensation under the 1973 Land Compensation Acts and the Planning and Compensation Act 1991, for Home Loss and Disturbance when carrying out major improvement for repairs			
Completed By:	Corporate Head of Customers	Date:	08 December 2022

### Guidelines: Things to consider

- Where a negative (i.e. adverse) impact is identified, it may be appropriate to make a full EIA (see Stage 2), or, as important, take early action to redress this – e.g. by abandoning or modifying the initiative. NB If the initiative contravenes equality legislation, it must be abandoned or modified.
- Where an initiative has a positive impact on groups/community relations, the EIA should make this explicit, to enable the outcomes to be monitored over its lifespan.
- Where there is a positive impact on particular groups, does this mean there could be an adverse impact on others, and if so can this be justified? - e.g. Are there other existing or planned initiatives which redress this?
- It may not be possible to provide detailed answers to some of these questions at the start of the initiative. The EIA may identify a lack of relevant data, and that data-gathering is a specific action required to inform the initiative as it develops, and also to form part of a continuing evaluation and review process.

## EQUALITY IMPACT ASSESSMENT

- It is envisaged that it will be rare for full impact assessments to be required. Usually, where there are particular problems identified in the screening stage, it is envisaged that changing the approach at this stage, and/or setting up a monitoring/evaluation system to review a policy's impact over time will tackle the problem.

### STAGE 1: SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e. on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e. have no effect either positive or negative).

**Q 1. Who will benefit from this initiative?** Is there likely to be a positive impact on specific groups/communities (whether or not they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

All customers, leaseholders, waiting list applicants and anyone who receives a service from LHP

**Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative?** If so, who may be affected and why: Or is it clear at this stage that it will be equality ‘neutral’? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

No

**Q 3. Is there sufficient data on the target beneficiary groups/communities?** Are any of these groups under or over represented? Do they have access to the same resources? What are your sources of data and are there any gaps? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

This policy is aim at all who receive a service from LHP

## EQUALITY IMPACT ASSESSMENT

**Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements you plan to ensure that they promote equality and diversity. Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

N/A

**Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance? If not, will there be monitoring and review to assess the level of impact over a period of time? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

No

**Q 6. To be completed at six monthly review** Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data. Please consider all aspect of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Beilief, Sexuality

There is no evidence to suggest that anyone wishing to regardless of the nine protected characteristics have not been able to access this policy and use it to seek compensation where appropriate to do so.