

South Yorkshire Housing Association Customer Compensation Policy

We aim to get it right - first time and every time. When we don't get it right, we may need to apologise and offer compensation. Compensation may not be the only remedy we use to put a situation right but, in some circumstances, it is the most appropriate way for us to recognise and mend what has happened.

We aim to:

- Make it simple for our customers to request compensation
- Deal with compensation requests quickly, fairly, consistently and proportionately
- Respond to compensation requests in a way that builds trust and creates positive relationships.

Types of compensation

This policy covers compensation:

- For quantifiable financial loss, (where you have spent money already)
- discretionary compensation and goodwill gestures (amounts we can choose to pay)

It also covers compensation we have to pay related to:

- Home loss
- Disturbance
- Right to repair
- Home improvements

Descriptions of the types of compensation can be found at appendix 1.

Our approach to handling compensation request

1. People can request compensation in a variety of ways, including:

- by sending an email to connect@syha.co.uk
- via our website
- giving us a call
- by writing to us.

2. People requesting compensation will need to complete compensation request form available on our website and as a leaflet.

3. When a compensation request is prompted by dissatisfaction because we haven't been able to offer a resolution to a service request you have already made, we will handle it as a complaint.

4. All compensation calculations are based on what is considered fair in the circumstances and are based on guidance from the Housing Ombudsman. Factors we may consider when deciding the overall amount include:

- how serious the situation is
- how long it has been going on
- relevant disabilities or vulnerabilities you have that might have made it worse for you that we should have considered sooner, and
- any other relevant factors

5. When we offer quantifiable loss compensation it will be for an amount that will restore a customer to the position that they would have been in had they not experienced the loss. The costs must have been reasonably incurred and we will ask for evidence of expenses paid out for. On occasions we may offer quantifiable loss compensation as well as an amount of discretionary compensation if it is proportionate to remedy the situation. We will not usually pay interest on these payments. We may consider this in cases where we didn't reimburse you for at least 6 months, or the actual money you lost was more than £1000. If we do pay interest, we will use the average Consumer Price Index (CPI) for the time frame the money relates to. CPI is a figure the Government sets.

6. Where a customer is requesting compensation for specific items, they will be asked to provide reasonable evidence to support their claim, such as photographs, documentation or receipts. We cannot fully assess the request until this information is provided and, if the requested evidence is not supplied within a reasonable timescale, the compensation request may be closed. Where claims relate to personal belongings, furnishings, or floor coverings (for example laminate flooring), customers may wish to check their own home contents insurance. Compensation is not intended to replace contents insurance; however, this does not affect our responsibility to consider compensation where loss or damage has resulted from our service failure. In some cases, we may also consider whether the matter should be referred to our insurers, which will not affect the customer's right to request or receive a review of compensation.

7. In exceptional circumstances, where a group of customers has experienced an issue that results in us needing to recognise the impact, we may offer compensation to a group of customers. Multiple compensation offers for the same issue, must be signed off by a Director.

8. Requests for compensation should be made within 3 months of the issue happening that has prompted the request.

9. We aim to deal with compensation requests within the following timescales:

- We will acknowledge that we have received a compensation request form usually by the end of the following working day.
- We will respond to a request for compensation within 10 working days of acknowledging we have received the request.
- When an offer of compensation is accepted, we will aim to pay this into your bank account within 10 working days of you sending us your bank details. If you have any rent arrears or any other debt with us, we can credit the compensation value to your account. We won't do this unless you would prefer us to.

10. When we make an offer of compensation, we will apologise for anything we got wrong, share a brief explanation as to how any failures in service occurred and confirm where we can, what we are doing to prevent something similar happening in future.

11. If a customer is satisfied with the compensation offered, they will need to confirm that they wish to accept the compensation within 10 working days of receiving the offer from us. We will treat accepting the compensation as the customer confirming they are satisfied with our response to their compensation request / complaint and close it on the date that the customer accepts the compensation.

12. If a customer is not satisfied with a compensation offer, they can ask for it to be reviewed within 10 working days or being notified. Where the compensation offer forms part of a Stage 1 complaint and the customer remains dissatisfied, we will escalate the complaint to Stage 2. If the request for a compensation review is not already being dealt with as part of a complaint, we will record it as a Stage 1 complaint. In some circumstances, we may agree to progress the matter directly to Stage 2 of our complaints process.

13. Compensation for improvements will only be considered at the end of a tenancy and if the tenant had / or would have received permission from South Yorkshire Housing Association to make the improvements. It will not normally be paid if the customer has replaced something which was already in a satisfactory condition. Requests for this type of compensation must be made within 28 calendar days of the end of your tenancy.

14. Compensation for improvements is calculated using a formula which considers factors such as if the cost was excessive, if the improvement was of a higher quality than we would have carried out, the rate of any deterioration, and any grants claimed towards the cost of the improvement.

15. We will consider paying right to repair compensation for repairs that risk the health safety and security of residents.

16. We will not pay right to repair compensation if we have not been given reasonable access to inspect or do the repair, or if we've not been able to complete the repair because of something out of our control, such as extreme weather conditions.

17. Compensation requests are dealt with by the team closest to the issue that the request for compensation relates to. The request will be given a compensation owner and they will communicate with the customer and responding to the request.

18. Compensation payments will usually be paid by bank transfer or credited to a customer's rent account. Where compensation relates to an item being replaced, we may consider making the payment directly to a supplier.

19. This policy covers compensation related to requests linked to 3rd party contractors working on behalf of South Yorkshire Housing Association.

20. This policy does not cover:

- anything that is linked to claims for personal injury or to our liability insurance
- claims for damage caused by circumstances beyond a landlord's control (e.g. through storm or flooding)
- problems caused by a third party not working for the landlord and problems resulting from lifestyle choices
- losses that would be covered by a home contents insurance cover unless damage has been caused directly because of our actions or omissions, or actions or omissions of a contractor working on our behalf
- refunding of over-payments – for example where a customer has paid a service charge that should not have been applied.
- mistakes in our record keeping. Instead, we will consider the overall impact any record keeping errors had in terms of any distress or inconvenience this mistake may have made, or the time and trouble it may have caused you.
- time and trouble taken to raise a service request or a complaint.
- loss of wages or holiday entitlement from work.

- loss of an opportunity because of actions we have or have not taken.
- costs you have incurred for works in your home, where you have not given us notice they need to be completed or given us reasonable time to complete them.

21. When a compensation request is prompted by dissatisfaction, when an offer of compensation has been accepted, we will invite the Customer to complete a satisfaction survey.

22. Our Customer Experience department will monitor compensation requests and draw out any learning from requests and successful claims.

23. Customer information about requesting compensation, this policy and the compensation request form is available on our website.

24. We will keep all records about customer compensation in our Housing Management system.

25. Any personal data handled when dealing with complaints will be treated in accordance with the Data Protection Act 2018.

Appendix 1 – Types of compensation

Quantifiable financial loss

Quantifiable financial loss compensation is compensation to restore a customer to a position they would have been in had they not experienced the loss. Examples of quantifiable loss we may compensate customers for include increased heating bills due to disrepair, having to pay for alternative accommodation or take away food, paying for cleaning or carrying out repairs where South Yorkshire Housing Association has failed to meet its obligations.

Discretionary payments and goodwill gestures

Discretionary payments are compensation payments we may make to recognise:

- poor complaint handling
- delays in providing a service
- failure to provide a service that has been charged for
- temporary loss of an amenity
- failure to meet target response times
- loss of use of part of a property
- if we failed to follow a policy and procedure
- unreasonable time taken to resolve a situation

If we believe it is proportionate to put an issue right, we may offer a goodwill gesture or a practical remedy instead of or alongside compensation.

Examples of practical remedies include carrying out repairs or redecoration which would usually be a customer's responsibility. Examples of a goodwill gestures include vouchers, chocolates, flowers.

Home loss

Home loss payments may be made to tenants who have lived in their property for a minimum of 12 months and must move home permanently because their home is being redeveloped or demolished. The amount of compensation is determined by the Government.

Disturbance

Disturbance payments may be made to people who must move to another property temporarily or to people who have lived at a property less than 12 months and must move home permanently. This payment is for covering reasonable moving costs.

Improvements

If a tenancy is ending and the tenant has completed improvements to their property after 1 April 1994, they may be entitled to compensation for the improvements.

Right to Repair

Right to Repair covers specific repairs, known as 'qualifying repairs' which cost less than £250 and should be done within a set time limit. If we have not carried them out within that time you may be entitled to compensation.

Appendix 2

How a compensation request is handled

