

Title:	Compensation Policy
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1.0 Introduction

- 1.1 The purpose of this policy is to set out how Women's Pioneer Housing will seek to compensate tenants for service failure.
- 1.2 Financial compensation will not be appropriate in every case. There are often other ways to put right a service failure. Compensation will only be paid if it is the most appropriate action to put things right.
- 1.3 If the service failure relates to an area where WPH hold insurance but the level of compensation sought by the tenant exceeds the excess of WPH's insurance policies, the claim will be managed by our insurance company.

2.0 Aims of the policy

- 2.1 The aim of providing redress is to restore a person to the position they would have been in had a service failure caused by Women's Pioneer or one of our Contractors not occurred.
- 2.2 We aim to ensure compensation payments are fair and proportionate.

2.3 While each case will be considered on its individual merits the policy supports us to ensure consistency.

2.4 WPH also takes responsibility for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on our behalf.

3.0 Circumstances in which compensation will be paid

3.1 The type of compensation we will pay falls into three categories:

- mandatory payments
- quantifiable loss payments
- discretionary payments

4.0 Mandatory payments

4.1 There are times when we must make a compensation payment according to relevant legislation. These include homeloss payments, disturbance payments, improvement payments and right to repair. Please see separate, specific policies for details.

5.0 Quantifiable loss payments

5.1 We may make a payment where a resident has experienced a quantifiable loss as a result of our service failure. A quantifiable loss payment may be for:

- Increased utility bills due to dehumidifiers or disrepair
- Belongings damaged as a result of works being carried out with insufficient care or attention

5.2 Such costs must have been reasonably incurred and evidence of such loss must be provided before we will make payment. In some instances our insurers may consider meeting such cost and evidence will need to be submitted via WPH to them. Should the insurers find that WPH is not liable for costs, they will not be made.

5.3 We will not pay for loss of earnings save in exceptional circumstances.

6.0 Discretionary payments

6.1 These payments may be made where a service failure has resulted in inconvenience or distress, for example:

- poor complaint handling
- delays in providing a service e.g. in undertaking a repair
- failure to provide a service that has been charged for
- repeated failure to meet target response times
- loss of use of part of the property
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation

- 6.2 Compensation may be payable for specific, avoidable inconvenience and distress. This will usually be £25, though managers will have discretion to award a higher amount if appropriate. Examples could include inconvenience or distress caused by a failure to manage a complaint efficiently or to carry out a repair within our specified timescales.
- 6.3 For payments higher than £25 we will first look at Housing Ombudsman compensation guidance to ensure consistency in awards.
- 6.4 Payments for loss of amenity may be payable if, due to WPH's service failure, a tenant suffers the loss of an essential estate service for more than 7 days. The extent of the payment will depend on the nature of the service, and the length of time the service was unavailable and whether the tenant has suffered an actual loss – e.g. if Housing Benefit or Universal Credit covers the full cost of the service a refund won't be made.
- 6.5 Payments for loss of amenity may also be made, if, due to service failure, all or part of the tenants' home cannot be used for more than 7 days. WPH will determine whether, or not, a property cannot be used, for example due to the nature of disrepair or whilst repairs are carried out. WPH will take into account whether or not furniture or fittings need to be removed, and any health and safety implications.
- 6.6 Loss of amenity compensation will not be paid where the resident receives full Housing Benefit or Universal Credit as they have not suffered a financial loss. In these scenarios a non-financial compensation may be awarded. WPH may pay compensation for inconvenience or distress.
- 6.7 The table below sets out a schedule of the maximum payments that may be made to residents who receive no or partial benefit toward their rent. For those receiving partial benefit this amount will be apportioned as net of rent (excluding service charges):
- 6.8 Payment of amenity compensation will not be made where the amenity was provided. For example through a partial Decant, see Decant Policy.

Rooms out of use completely	Maximum compensation payment per day after first 24 hours (subject to an overall maximum of 100% of rent)
Kitchen only	Up to 30% of rent
Living room only	Up to 20% of rent
Bathroom only	Up to 20% of rent
Bedroom only (where bedroom is usually used)	Up to 25% of rent
Bedsitting room in a studio	Up to 50% of rent
Two or more of a kitchen, bathroom or living room	Up to 50% of rent

- 6.9 If a tenant has to move out of their home because, due to WPH service failure, either the bedsitting room in a studio or one or more of the kitchen, bathroom and living room in any other type of flat are completely out of use, the tenants'

only or principal home will remain their original tenancy as per the Decant Policy. The tenant will remain responsible for their rent and service charge.

- 6.10 WPH will also pay reasonable removal and storage costs when a tenant is required to move to temporary accommodation as a result of our service failure. If temporary accommodation is provided in the guest room of a WPH sheltered housing scheme the tenant will also receive £20 per night for meals due to the lack of cooking facilities and £10 per night per child.

7.0 Circumstances to consider

- 7.1 This policy does not cover compensation for personal injury. Claims for personal injury will be managed by our insurance company.
- 7.2 Tenants may seek redress through the courts and in such cases this policy will not apply.
- 7.3 We will not pay for loss of earnings save in exceptional circumstances.
- 7.4 Compensation will not be paid to a tenant for time spent working with WPH staff to address an issue e.g. letting contractors in to complete a repair or providing information to support an investigation into anti-social behaviour. These are a normal part of a tenants' responsibilities.
- 7.5 Where any service failure, inconvenience, distress, loss of amenity, specific loss or damage to belongings is in whole or part attributable to the tenant's own actions., this may exclude the requirement to pay compensation or reduce the level of compensation payable. Examples include, failing to allow access or delaying action required to complete repairs, failing to co-operate with an ASB investigation or failing to provide information required to resolve a complaint promptly.
- 7.6 Compensation will not be paid for damaged items which are eligible for compensation if they were removed or replaced before WPH or one of WPH agents have inspected them. Compensation will not normally be paid to provide new items where the item lost or damaged was not new.
- 7.7 Compensation will be credited to the rent account. A resident may request a credit refund on their account if the compensation leaves them in credit.

8.0 Alternative redress

- 8.1 Sometimes financial compensation may not be the best way to "put things right" so we may instead offer alternative redress for example, flowers, vouchers or a goodwill repair.

9.0 How to request compensation

- 9.1 Compensation will usually be considered through the formal complaints procedure. If a resident wishes to apply for compensation without raising a formal complaint this can be done via our website or by emailing feedback@womenspioneer.co.uk

- 9.2 If we refuse compensation you may appeal the decision, the decision will be reviewed by a more senior member of staff than that who made the initial decision.

10.0 Equality and Diversity

- 10.1 This policy will operate at all times in accordance with our Equality and Diversity Policy.