Peter Bedford Housing Association

SVC24 Remedies Policy

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1.0 Policy summary

1.1 Peter Bedford strives to provide an excellent service to tenants. However, sometimes things go wrong. This policy sets out what tenants can expect in terms of compensation when things go badly wrong, and compensation is an appropriate remedy.

1.2 We will offer a range of remedies and listen to what the tenant wants. Remedies can include practical actions (such as offering to undertake repairs or redecoration which would otherwise be a customer's responsibility) and gestures of goodwill (such as vouchers or flowers).

1.3 Financial compensation is one of our remedies.

1.4 It is the tenant's responsibility to report repairs as soon as possible after they notice the defect. Once Peter Bedford has been notified of a repair, we will try to complete it within our "repair response times", the details of which are published on our website.

2.0 Purpose

2.1 This policy document provides guidance on what remedies will be offered and under which scenarios financial compensation will be offered. Whilst every situation is unique, following this guide along with your knowledge, experience and judgement should make it more apparent when compensation is likely required, what for and how much it should be.

2.2 To provide good tenant satisfaction, we want to resolve disputes as early as possible, before they are escalated to the Ombudsman, local authority, MP or other external organisation.

3.0 Scope

3.1 Compensation may be awarded where PBHA's service has been found to be unacceptable. This may occur through the internal complaints process, where a tenant is unable to live in their home, an Ombudsman judgement or where PBHA staff proactively identify poor service.

3.2 The broad areas where we may offer compensation as a remedy are:

- Loss of home
- Where people can demonstrate financial loss
- Distress and inconvenience caused

3.3 Circumstances that may lead to a compensation payment include:

- An upheld complaint
- A new tenant moves in, but finds a maintenance issue has not been resolved, leaving the new home uninhabitable
- A loss of use of part or all of a home
- A loss of facilities such as hot water
- Damage to personal property caused by PBHA staff, contractors or building disrepair
- Disruption during the decant of a property
- Negative impact on a tenant's wellbeing

3.4 We will not offer compensation under the following situations:

- Claims for personal injury
- 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
- Where repairs have not been reported or access to make repairs is withheld by a tenant.
- Loss caused by tenant negligence or damage.

3.5 Tenant counterclaims or other legal claims are dealt with outside of this policy. For any such claims we will seek our own legal advice.

4.0 Guidance on decision making

4.1 Complaints. Compensation may be considered for any complaint that is upheld. We ask complainants what remedy they would like. If they do not request compensation, we may still offer it if what occurred caused financial loss or distress.

4.2 Loss of facilities. This could apply to the loss of gas, electricity, water supply or the loss of part of a home such as the bedroom, living room, bathroom or kitchen. If there is a loss of water for more than 24 hours, we will offer alternative accommodation. For a loss of gas or electricity, we will offer

financial compensation if the problem is still not resolved one week after the defect was reported.

4.3 **Decant of a home.**

4.3.1 Very occasionally Peter Bedford may require a tenant to move from their home because of major building works.

4.3.2 PBHA has the use of Community rooms across its stock which will be used for decants.

4.3.3 If a tenant has to move then reasonable moving costs incurred by the tenant are paid – for example removal company. In addition, in some circumstances a "disturbance allowance" may be payable to help cover additional costs of food and travel as well as the overall inconvenience (see 5.4 below).

4.3.4 If a tenant is unable to return to their home within one month, we will offer them an internal transfer as soon as a suitable home is available.

4.4 **Damage to Personal Property.**

4.4.1 This applies where a tenant believes that possessions belonging to them have been damaged directly because of the negligence of Peter Bedford, or of a worker or contractor employed by Peter Bedford.

4.4.2 The tenant will provide evidence of the damage caused. They should keep the damaged item for inspection by a PB worker. They may be asked to provide proof of the value of the item.

4.4.3 A PBHA manager will investigate their claim, considering whether the tenant took reasonable steps to avoid or reduce the damage caused. For example, if the tenant knew about a leak, did they remove items from the damp area and dry them out to prevent further damage or deterioration?

5.0 Indicative levels of compensation

5.1.1 We will decide whether the distress and/or inconvenience caused was minor, moderate or severe.

5.1.2 In making this decision on severity, we will consider the duration of the problem and extent or severity of the service failure. We will also account for vulnerabilities of the complainant and identify any impact that was worsened through disability, old age or the presence of young children.

5.1.3 Suggested compensation levels range from £50 for a minor issue for tenants without vulnerability to £250 for a severe issue for tenants with significant vulnerabilities.

5.2 Loss of facilities.

- No hot water: 50% of fuel charge, or 5% of base rent (whichever is the higher).
- No heating (during the period 1st October to 30th April): 50% of fuel charge, or 5% of base rent (whichever is higher). These amounts are not paid if temporary heating sources are provided by PB.

5.3 Loss of use of part of a home

- Kitchen: 30% of base rent
- Bathroom: (where there is only one in the flat); 30% of base rent
- For one bed self-contained or tenancies of a room in a shared flat: Bedroom: 50% of base rent; Sitting room: 30% of base rent.
- For tenancies of two or more bedrooms: Bedrooms/living rooms – compensation equivalent to the proportion of uninhabitable rooms to habitable rooms. (e.g. loss of sitting room in a two-bed flat would result in compensation of 33%).

5.4 Decant of a home. A ‘disturbance allowance’ of £20 per day will be offered. If a suitable internal transfer is offered but declined, the ‘disturbance allowance’ will cease.

5.5 Damage to personal property. Compensation will be offered to the value of the goods damaged.

6.0 Risk Factors

6.1 Complaints, tenant dissatisfaction and conflict between PBHA and tenants can escalate where tenants feel not listened to or taken advantage of.

6.2 We will seek to make the best judgement on each case, but where in doubt, we will err on the side of the tenant. Offering suitable remedies in a timely fashion can prevent issues from escalating.

7.0 Exceptions

7.1 No two situations are the same and there may be situations where a 'one-size-fits-all' approach does not seem quite right.

7.2 Where an investigating manager is considering a remedy but is unsure what would be most appropriate, they should seek guidance from a member of the Senior Leadership Team.

Procedure Summary

1.0 Awarding compensation:

1.1.1 Complaints: if a complaint has been upheld and the complainant has requested compensation or the investigating manager considers it appropriate, refer to the guidance in section 5.1.

1.1.2 If there are multiple parts of the complaint that have been upheld, then an amount of compensation should be considered for each part of the complaint.

1.2 Loss of facilities: typically, this will be led by the Assets & Property Manager. Complete the "compensation claim form" [Appendix 1].

1.3 Decant of a home: typically, this will be led by the Housing Services Manager.

1.4 Damage to personal possessions. A tenant should make a claim using the "compensation claim form" [Appendix 1]. Tenants in supported accommodation may be helped by their Housing Worker in completing this.

2.0 Compensation authorisation

2.1 Compensation can be approved within the authorised expenditure levels set out in policy ORG07 Financial Regulations.

2.2 The Director of Services must approve any decant and associated compensation.

3.0 Arranging payment

3.1 For tenants in arrears, the compensation will be credited to their rent account. See 3.3 for the exception to this.

3.2 For tenants without arrears, complete the 'Payment to Tenant or Participant Request' form.

3.3 Compensation due to loss of facilities or decant of a home will be paid to a tenant irrespective of whether they are in arrears or not. This is because they are likely to have additional day-to-day living costs associated to the loss of facilities or home and will need the money.

4.0 Timescale

4.1 The timescales and procedure set out in the "complaints procedure" apply here. This means that wherever possible the relevant manager would aim to respond within 10 working days of receiving the compensation claim.

5.0 Appeals

5.1 If the tenant is not satisfied with their decision, they can appeal following the Peter Bedford complaints procedure. This should be done in writing.

5.2 The appeal will be allocated to an alternative PBHA manager to the one who considered the original compensation case.