

Policy

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1. Introduction

- 1.1. Halton Housing is committed to providing services to our customers that are right first time. However, we do recognise that sometimes things can go wrong, and we fail to meet our agreed standards.
- 1.2. There may be times where financial redress is appropriate, and this policy aims to help staff decide the amount of compensation to be paid. Following this policy allows a standardised approach to ensure that all compensation requests are considered in a fair, consistent, and impartial manner.
- 1.3. This policy has been developed with direct reference to the Housing Ombudsman Service policy and guidance on remedies, dispute resolution principles, and housing sector best practice.

2. Definitions

2.1. **Mandatory Payments (statutory home loss payment)**

This covers payments for home loss and disturbance, right to repair and right to compensation for improvements. The following legislation covers statutory compensation:

- Section 30 of the Land Compensation Act 1973, as amended by the Planning and Compensation Act 1991, relates to home loss and disturbance payments. Home Loss Payment guidance can be found here <https://www.gov.uk/guidance/land-compensation-manual-section-13-loss-payments/part-1-home-loss-payments>
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994. The Right to Repair Regulations covers specific repairs, known as 'Qualifying Repairs' which cost less than £250 and should be done within a set time limit for Secure Tenants.
- A Right to Compensation for Improvements 1994.

2.2. **Quantifiable Loss Payments (demonstrate actual loss)** This covers compensation which can be evidenced, such as: increased heating bills due to disrepair, increased food costs, paying for cleaning or conducting repairs where a landlord has failed to meet its obligations. Costs of this nature should be reasonably incurred, and evidence of such loss will need to be provided before any compensation payment is given.

2.3. **Discretionary Payments (trouble/distress and inconvenience)** There may be times that our customers are impacted by a service failure. Examples of when discretionary compensation might be appropriate include:

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- personal inconvenience or stress
 - poor complaint handling
 - delays in providing a service e.g., in undertaking a repair
 - failure to provide a service that has been charged for
 - temporary loss of amenity
 - 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

2.4 **Missed Appointments for Repairs.** When we have arranged an appointment with a customer (that is, given a specific time slot) and have missed that appointment, we can make a one-off payment of £25 in compensation. This payment can be made outside of the Complaint TalktoUs Policy, and no complaint needs to be raised. However, if a customer wishes to make a complaint about the appointment being missed then the complaints process is to be followed.

2.5 **Other Remedies .** The offer of financial redress is only one option to remedy a complaint and can be used either separately or in conjunction with alternative practical actions. Such actions could include:

- the offer to undertake repairs
- an apology and explanation.
- a specific action or correction of an error within timescales.
- a review of policy and procedures - customers will be informed of any changes.
- additional training for colleagues.
- offering financial compensation.
- providing an additional service, for example decorating following a leak.
- providing decorating materials or vouchers.
- flowers.
- gift vouchers.
- compensation for damaged goods (receipts will need to be provided).
- provide credit to a customer's prepay meter for electric or gas to cover costs incurred, e.g. extra energy to assist drying down.
- replace items lost like for like, e.g. supply, and install replacement floor covering or carpet damaged due to works or failure to attend in a timely manner.

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- 2.6 We will apply a flexible approach to considering different remedy solutions, agreeing with the customer and *'restoring a person to the position they would have been in had the service failure not occurred.'*

3. Scope and Exemptions

3.1 This policy is group wide to support all subsidiaries in general guidance of a complaint and supports alternative actions that are available by way of redress. However, we expect most of the policy to only apply to Halton Housing. For areas of the group where there is no tenant, landlord relationship we expect them to follow the spirit of the policy. This includes when considering whether compensation is appropriate and ensuring an apology and resolution to put things right is alongside any compensation offer.

3.2 **Exemptions.** We will listen to all complaints and claims for compensation. However, in some instances we will not consider compensation with examples of these including:

- Payment in settlement of any lost earnings.
- Payment in settlement of any legal claim.
- Claims for personal injury
- A fault that was repaired within timescales set out within our service standards.
- The fault was caused by a third party or caused by circumstances we had no control over (e.g. a water leak from a neighbour or storm damage)
- Planned improvements and major works required to the property unless these took longer than stated and the reasons for any delay were not appropriately communicated and/or were avoidable.
- Where a customer makes a claim for compensation under the Right to Repair scheme, this is covered by the Right to Repair Policy.
- Loss or damage caused by the customer, their family, or a visitor to the property, including the failure to report the repair promptly or to keep repairs appointments.

4. Policy Detail

4.1 **Levels of Discretionary Payments.** We are adhering to the Housing Ombudsman's Service Guidance on Remedies for setting levels of compensation to be paid to our customers.

[Compensation policy - Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk)

4.2 There is no minimum or maximum compensation amount, however, we expect all staff to use a high level of discretion when considering individual cases.

4.3 When deciding on a payment of compensation we will consider any adverse effect and impact on our customer. Where financial redress is due as part of a complaint, we will consider many distinct factors and considerations and include a cumulative impact if the issue has been prolonged for any reason.

4.4

Awards of £50 to £100	Minor Impact	<p>We will consider remedies within this range where there has been some impact on our customer. The service failure's impact would be short and have not significantly affected the overall outcome for the customer.</p> <p>Examples could include:</p> <p>Repeated failures to reply to letters or return phone calls.</p> <p>Not having regard to a complainant's preferred method of contact or contact requirements.</p> <p>Failure to meet service standards for actions and responses but where the failure had no significant impact.</p> <p>Incorrectly addressing correspondence (to cause offence/upset, but not a breach of data protection requirements).</p> <p>The impact experienced by our customer could include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.</p>
Awards of £100 to £600	Moderate Impact	<p>Remedies within this range are where our customer has experienced a moderate degree of inconvenience or financial loss.</p> <p>Examples could include:</p>

		<p>Misdirection - giving contradictory, inadequate or incorrect information about the customer's rights (for example in relation to decants, mutual exchanges, or preserved Right to Buy).</p> <p>Where our customer has had to repeatedly chase responses and seek correction of mistakes.</p> <p>Where our customer has repeatedly been passed between staff and / or teams, with no one officer or department taking overall responsibility, or where we have not taken responsibility for sub-contracted services.</p> <p>Where there is evidence of a failure over a considerable period to act in accordance with policy – for example to respond to a complaint; to address repairs; to respond to antisocial behaviour; to make adequate/reasonable adjustments.</p> <p>Where we have failed significantly to follow our complaint procedure, escalate the matter, or signpost the customer to alternative third parties e.g., Housing Ombudsman.</p>
Awards of £600 to £1000	Significant Impact	<p>Remedies within this range are where our customer has experienced a significant degree of inconvenience or financial loss.</p> <p>Award amounts will take into consideration any physical and/or emotional impact to our customer.</p>
Awards of £1000+	Severe Impact	<p>Compensation payments in this range are in recognition of where there has been a severe long-term impact to our customer, considering any physical or emotional impact.</p> <p>Examples could include:</p>

		<p>Where our customer has had an extended stay in temporary accommodation due to mishandling of repairs.</p> <p>Where we have identified mishandling or partiality in an antisocial behaviour case.</p> <p>Wrongly or premature threat of eviction Where we have failed to make reasonable adjustments for a customer.</p>
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- 4.5 Where loss or damage has been suffered because of a third party working on behalf of Halton Housing, we will compensate our customer as appropriate and subsequently claim redress from the third party.
- 4.6 **Mitigating Factors.** We will take into consideration any mitigating factors where our customer may have contributed to the extent of the situation, they have found themselves in. This may be where our customer has acted to either hinder the complaints process or to have minimised the impact on them of the situation.
- 4.7 **Customer Centricity.** We understand that each customer will experience their own emotional impact that is unique to them. We recognise that not all customers will experience the same response to a service failure. We will take into consideration levels of vulnerability, circumstance, and reasonable adjustments.
- 4.8 Flexibility will be applied to this policy in these cases, meaning that a customer may receive an increased award to reflect the specific impact on the complainant.
- 4.9 **How Payments Are Made .** Requests for compensation should be made in line with our TalktoUs Complaint Policy. An offer of compensation will normally be made as part of our Quick Resolution or Final Response stage of the complaints process. We will normally give our customer ten working days to review the offer and accept or refuse. If a customer is not happy with the level of compensation offered, they can choose to escalate their complaint to the next stage as per the TalktoUs Complaint Policy.
- 4.10 Where a complaint has exhausted our complaints process, we will signpost to an appropriate third party or the Housing Ombudsman for further consideration.
- 4.11 Cash payments will be made by bank transfer, customers may need to provide statements for proof of bank account. Payments will be made within fifteen working days of the offer being accepted.

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- 4.12 Payments of compensation over £250.00 will require budget holder approval.
- 4.13 All payments must to be recorded on the Customer Relationship Management system.

5. Regulatory and/or Legal Compliance

- 5.1. **Mandatory Payments (statutory home loss payment).** Mandatory payments cover payments for home loss and disturbance, right to repair and right to compensation for improvements. The following legislation covers statutory compensation:
- Section 30 of the Land Compensation Act 1973, as amended by the Planning and Compensation Act 1991, relates to home loss and disturbance payments. Home Loss Payment guidance can be found here <https://www.gov.uk/guidance/land-compensation-manual-section-13-loss-payments/part-1-home-loss-payments>
 - The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994. The Right to Repair Regulations covers specific repairs, known as ‘Qualifying Repairs’ which cost less than £250 and should be done within a set time limit for Secure Tenants.
 - A Right to Compensation for Improvements 1994
- 5.2. The Housing Ombudsman Complaint Handling Code and Self-Assessment Form refers to discretionary compensation guidance.
- 5.3. Customers will be consulted on any amendments to this policy.
- 5.4. The Regulator of Social Housing’s (RSH) current Regulatory Framework has some specific outcomes and expectations within the Transparency, Influence and Accountability Standard.

6. Monitoring and Reporting

- 6.1 To ensure that this policy is consistently applied and is meeting our aims, we regularly review:
- The number of payments made by type (mandatory, quantifiable, discretionary and missed appointments for repairs)
 - Reason for payment
 - Payments award type value
 - Impact level (minor, moderate, significant, or Severe)

6.2 Our performance in relation to complaints and compensation will be reviewed by the Leadership Team and scrutinised by our Customer Forum and Board.

7. Diversity Considerations

7.1 Equality Impact Assessment Stage 2 has been conducted in respect of the policy.

8. Links to Strategies, Policies and Associated Documents

8.1 The following documents are linked to this Policy.

- Talk to Us Complaint Policy
- Talk to Us Complaint Procedure
- Repairs Policy
- Unacceptable Behaviour Policy
- Additional Support and Reasonable Adjustment Policy
- Customer Code of Conduct
- Employee Code of Conduct
- Equality & Diversity in Employment Policy
- Anti-Social Behaviour & Hate Crime Policy
- Data Protection Policy
- Diversity Policy
- Housing Ombudsman Complaint Handling Code & self-assessment form
- Section 30 of the Land Compensation Act 1973, as amended by the Planning and Compensation Act 1991, relates to home loss and disturbance payments.
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- A Right to Compensation for Improvements 1994
- HCA Regulatory Framework
- Financial Ombudsman Service
- Property Ombudsman Service



Translations are available on request, by calling 0303 333 0101.

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