

# **Rother Owned/Leased Accommodation**

## **Compensation Policy**

## 1. **Aims**

This Policy outlines when we can award compensation to our customers, including:

- Residents
- People who live close to, or are affected by, a property we own or manage

## 2. **Scope**

We aim to provide a good quality service to all our customers. When we fail to meet these standards and commitments, we will take action to put this right as quickly as possible. When putting the situation right and apologising is not sufficient, we will consider offering compensation.

The compensation we offer should restore the person to the position they would be in had the service failure not occurred. We may make a goodwill gesture, where appropriate, to accompany an apology. This may take the form of flowers or vouchers.

We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate you by:

- Agreeing a temporary solution to the problem, such as providing an alternative form of heating until there is a permanent solution
- Doing additional repair or decoration works beyond our normal service offer or contractual requirements

## 3. **Mandatory compensation**

We make some compensation payments as part of our contractual or statutory requirements.

These are:

- Home loss payments - If you have lived in your home for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition (this does not apply for temporary accommodation placements)
- Disturbance payments - For reasonable moving costs if you are required to move to another property either:
  - Temporarily or
  - Permanently, if you have lived in your home for less than 12 month. This does not include temporary accommodation (TA) placements
- Improvements - If your tenancy is ending, you may be entitled to compensation for any improvements you have made to your home, providing we have approved them, although this approval in itself will not guarantee any compensating payments and the decision will be made on a case-by-case basis. This does not apply to fixed term tenancies, or TA placements

#### **4. Compensation for quantifiable loss**

Compensation payable for quantifiable loss is where the service failure has resulted in a measurable loss. Examples include:

- Higher energy costs of running alternative sources of heating when we have failed to repair the heating system within a reasonable timeframe
- Higher water bills due to our failure to remedy a leak
- Paying for repairs where we have failed to meet our obligations
- Reimbursing bank charges for an error in direct debit collection.

We will consider paying compensation for all or part of the loss, but you must provide evidence of the costs, which must have been reasonably incurred. We may offer discretionary compensation on top of compensation to cover your loss, if appropriate.

#### **5. Discretionary Compensation**

We may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis. Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair
- Failure to provide a service we have charged you for
- Failure to meet target response times
- Failure to meet our standard of service
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water
- Poor complaint handling

#### **6. When we will not pay compensation**

We will not pay compensation:

- For personal injury or other public liability insurance claims
- For claims of damage caused by circumstances beyond our control (e.g. through storm or flooding)
- For claims that should be covered by a home contents insurance policy, which you are responsible to obtain. This includes damage to your belongings (including floor coverings) through leaks, flood, or fire
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your household, or a guest
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to Rother District Council (RDC), for example, a utility company, or another resident or visitor
- When we have fulfilled our statutory and contractual obligations
- For loss of earnings or annual leave

#### **7. Managing compensation claims**

You can request compensation in a variety of ways, including:

- Telephone
- Letter/email
- In person

You must make your compensation claim within six months of the failure, fault, or event unless exceptional circumstances prevented this. You must keep paying your rent and/or service charge while we consider your claim.

We will consider each case individually and calculate compensation according to what we consider is fair in the circumstances. As part of our investigation, we may request supporting information from you. Failing to provide the necessary information could affect the outcome of the investigation. When calculating an award of compensation, we will consider the extent, severity, and impact of the failure. We will account for any vulnerabilities or individual circumstances when assessing the impact of the failure.

We will make any compensation offers within 10 working days of the date we receive your claim. We will include an apology and explanation for the service failure. We will make compensation payments within 20 working days of the date you accept our offer. We can make payments by:

- Crediting your rent account or other sub-account
- BACS (electronic payment direct to your bank account)
- Retail voucher

#### **8. Appealing compensation decision**

If you are not satisfied with the compensation offered, you can ask us to review the offer. You must let us know within 20 working days of when we make the offer. We will manage this in line with our RDC owned accommodation complaints policy.

#### **9. Review**

We will carry out a review of this policy every three years or sooner, subject to any legal, regulatory or internal changes. We will consult and involve our tenants at these reviews through satisfaction surveys and feedback groups.

#### **10. Data Protection**

RDC collects, holds and uses a considerable amount of information, including personal data, so that it can provide its services to you. RDC is fully committed to protecting your personal data. You can find a copy of our Privacy Policy at [www.rother.gov.uk/data-protection-and-foi/privacy-policy/](http://www.rother.gov.uk/data-protection-and-foi/privacy-policy/)