



Compensation and Redress Policy

Scope:	This policy applies to all residents living within the borough, including tenants and leaseholders. Some aspects of the policy are exclusive to tenants and leaseholders only and this is made clear in the policy.
Effective Date:	July 2024
Review Date:	June 2027 (or sooner if there are changes to guidance and legislation)
Author:	Assistant Director (Customer Services & Transformation)
Policy Owned by:	Executive Director (Finance & Transformation)
Statute:	Not Applicable
National Standards and Guidance	Not Applicable
Related Policies	Complaints Policy Vexatious, Persistent and Abusive Behaviour Policy Equality, Diversity and Inclusion Strategy Aids and Adaptations Policy Corporate Enforcement Policy Anti-Social Behaviour Policy Damp and Mould policy, Decant Policy Domestic Abuse Policy Housing Responsive Repairs Policy Mutual Exchange Policy Private Sector Housing Assistance Policy Rent Arrears Policy Succession Policy

1 Introduction

- 1.1 This policy sets out to identify the circumstances under which the council will make compensation and/or redress payments to residents due to service failure, unreasonable inconvenience and/or distress caused.
- 1.2 This policy will ensure that redress payments are handled fairly and consistently.
- 1.3 Compensation and Redress payments can be categorised as follows:
 - 1.3.1 Discretionary Payments.
 - 1.3.2 Quantifiable Loss Payments;
- 1.4 Mandatory payments i.e. compensation required by law are not considered as part of this policy.
- 1.5 Payments made under other council policies (e.g. decant payments made in line with the Council's Decant policy, insurance claims or additional redress payments as determined by the Housing Ombudsman or Local Government and Social Care Ombudsman are not considered as part of this policy.
- 1.6 Whilst this policy is intended to apply to all residents, some types of compensation is only applicable to tenants and leaseholders and this is made clear, where applicable.

2 Complaints

- 2.1 In line with the council's complaints policy, we will acknowledge when something has gone wrong and set out the actions we have already taken or intend to take to put things right. This may include:
 - 2.1.1 Apologising
 - 2.1.2 Acknowledging where things have gone wrong
 - 2.1.3 Providing an explanation, assistance or reasons
 - 2.1.4 Taking action if there has been a delay
 - 2.1.5 Reconsidering or changing a decision
 - 2.1.6 Amending a record or adding a correction or addendum
 - 2.1.7 Providing a financial remedy (compensation or redress payment)
 - 2.1.8 Changing policies, procedures or practices
- 2.2 Any remedy should reflect the extent of the service failure and impact it might have.

3 Impacts on Compensation and Redress Payments

- 3.1 Redress payments will be appropriate and proportionate and considered against the following factors:

- 3.1.1 **Time and trouble;** this include how long a problem has persisted and how often the customer has contacted us before a problem has been resolved.
- 3.1.2 **Distress and inconvenience;** this considers if a customer has been caused upset, discomfort or worry as a result of our actions or lack of actions.
- 3.1.3 **The individual or household members;** have any vulnerabilities that made the impact worse.
- 3.1.4 **The service being provided;** the council provide a number of different services and the cost of the service compared to the impact a service failure has had on the customer should be taken into account e.g. the impact of repeated missed bins is likely to be less impactful than an unresolved repair. The council's statutory obligations relevant to the service will also be taken into account.
- 3.1.5 **What outcome is the customer seeking;** this is requested at the start of the council's complaint policy so it can be considered as part of the complaint investigation.
- 3.1.6 **Medical evidence;** the council should acknowledge and consider any medical evidence presented as part of the customer's complaint.
- 3.1.7 **Customer actions;** resident actions may impact the redress offered, in particular if their actions have contributed to a delay or failure in resolving a problem.
- 3.1.8 **Cumulative Impact;** recurring issues or unresolved issues that have caused additional problems should be considered. This should also be considered against the type of service and cost of service to the council.

4 Compensation and Redress Amount

Discretionary Payments:

- 4.1 Discretionary payments will be based on the factors considered in section 3 of this policy and as set out below:

Low – Impact on customer is low, short duration and caused low inconvenience and distress.	Up to £100
Medium – Impact on customer is moderate, medium duration or repeated failure which has caused some inconvenience and distress.	Up to £500
High – Severe long-term impact on customer, resulting in significant physical and/or mental impact or safety needs of a home have been compromised.	Up to £1,000

- 4.2 Quantifiable payments will be made as set out below (Tenants & Leaseholders only):

Category*	Level of Compensation
Complete loss of Heating (after the first 24 hours, October to March)	20% of weekly rent pro rata for actual number of days
Complete loss of Hot Water (after the first 48 hours)	10% of weekly rent pro rata for actual number of days
Complete loss of Cold Water Supply (after the first 72 hours)	50% of weekly rent
Complete loss of Electricity Supply (after the first 72 hours)	50% of weekly rent
Total loss of kitchen (after the first 48 hours)	20% of weekly rent pro rata for actual number of days
Total loss of the bathroom (after the first 48 hours)	20% of weekly rent pro rata for actual number of days
Total loss of living area	20% of weekly rent pro rata for actual number of days
Total loss of bedroom(s)	20% of weekly rent pro rata for actual number of days
Toilet not working (after the first 24 hours)	Where there is only one toilet in property: 50% of weekly rent
No use of garage (due to repair/replacement works)	Offer use of alternative garage OR 100% of garage rent to be credited for full period garage not in use.
Lift out of order (after the first 24 hours)	Where there is no access to alternative lift: 20% of weekly rent pro rata for full period lift not in use

Energy Costs (Tenants and Leaseholders only)

- 4.3 Increases in energy costs due to activities caused by the council will be compensated as set out below:

Category	Level of Compensation
Extensive use of electricity supply to carry out works (major works only)	£5 per day
Use of temporary electric heaters	£5 per heater per day (up to 2 heaters)
Use of dehumidifiers	£5 per dehumidifier per day

Decoration Costs (Tenants & Leaseholders only):

- 4.4 The council will pay for any damage caused to decorations following works carried out by the council, where insurance is not applicable or reasonable.

5 Making a Claim

- 5.1 Appropriate compensation and redress will be considered by officers on a case-by-case basis.
- 5.2 Discretionary payments will only be considered as part of the Stage 1 and Stage 2 process.

6 Authorisation of Compensation and Redress Payments

- 6.1 The authorisation of compensation and redress payment will be approved by the appropriate service manager in line with the council's financial regulations and constitution, dependent on the amount payable. Service Managers will authorise compensation and redress payments up to Up to £500 and Assistant Directors/Directors will authorise payments over £500.