

Tenant Compensation Policy

1	Policy objective
1.1	This Policy sets out the circumstances in which tenants may be entitled to financial compensation if we have failed to deliver a chargeable service or there is damage or loss caused by our action or inaction.
2	Legislative & regulatory requirements
2.1	There is no legislative requirement for this Policy. In line with the Housing Ombudsman principles, Watford Community Housing seeks to put tenants back into the position they were originally through rectification of service failure and / or compensation.
3	Scope & definitions
3.1	Watford Community Housing is committed to providing excellent services and ensuring that all staff take personal ownership to deliver them efficiently and safely. However, sometimes there is a service breakdown which results in damage or loss of a service and that is when we will consider a compensation claim.
3.2	This Policy does not negate the need for tenants to have their own contents insurance policy; nor does it include compensation for damage caused by floods, roof leaks, break-ins or any other occurrence we could not have prevented.
3.3	Compensation which is covered by legal requirements such as Home Loss, Disturbance, Right to Repair and Home Improvements are covered in separate policies.
4	Policy statements
4.1	<p>Compensation for loss of services:</p> <p>I. Where there is a loss or reduction in services paid for by a service charge (for example window cleaning or grounds maintenance) the Trust will take this into account and make the necessary adjustment when calculating the following year's service charges.</p> <p>II. Where there is a loss of communal heating or hot water from the primary heating source and it breaks down and cannot be repaired within 72 hours,</p>

	<p>compensation may be claimed. Compensation will be paid for each day or part day after the 72 hour period at the daily charge for heating and hot water uplifted by 50% for the inconvenience and to cover additional costs of running electric fan heaters.</p> <p>III. For individual properties, should the heating be lost and an electric fan heater supplied, £10 per week or part week will be paid to cover the additional electric costs of running the electric heaters.</p> <p>IV. Loss of the use of a room for 72 hours or more where it is due to action or inaction of the Trust may be compensated at 20% of the net daily rent. Compensation will not be paid if the loss of the use of a room is due to the action or inaction of the tenant. (e.g. carrying out their own repairs or works to the property or failing to report a required repair).</p> <p>V. Our normal way of paying compensation is to reduce service charges the following year or add it to the rent account or make payment through vouchers. No direct compensation payments will be made where the tenant is in arrears of rent or any other charges and the agreed amount will be credited to the rent account.</p>
4.2	<p>Compensation for damage to belongings:</p> <p>Damage caused by Us</p> <p>I. Compensation may be claimed for damage caused by us if the damage has been reported in the correct way and within 10 days of the alleged incident. Subject to satisfactory verification the item will either be repaired, replaced or compensation will be paid for the current value of the item damaged if it is irreparable or in line with the damaged caused. Compensation will not be paid if the damage was the result of the tenant failing to remove belongings from the work vicinity.</p> <p>Damage caused by a contractor</p> <p>II. Damage to belongings by an external contractor should be reported to us by the tenant within 10 days of the alleged incident. The contractor will be expected to reimburse the tenant, however the appropriate service manager will be responsible for overseeing this to ensure a satisfactory resolution.</p>
4.3	<p>Compensation for missed appointments</p> <p>I. If we have failed to meet an agreed appointment date for a repair or service, the tenant must make contact and agree a further appointment. If the second arranged appointment time is missed by our contractors, the tenant will be eligible for compensation of £40.00 subject to the reason for the missed appointment being within our control.</p> <p>II. Compensation will not be paid for loss of earnings.</p> <p>III. Compensation will not be paid for missed appointments if this is due to circumstances beyond our control (e.g. emergency, extreme weather conditions, safety of staff etc).</p>

4.4	<p>Compensation for major works</p> <p>From time to time tenants may be required to move out of their home temporarily in order for major works to be carried out. Compensation for the reasonable cost of moving can be claimed as detailed in the Decant Policy.</p>
4.5	<p>Exceptions</p> <p>Compensation will not be payable where:</p> <ul style="list-style-type: none"> IV. Access to the property was denied; V. Damage is caused by flood, roof leaks, break-ins or tenant negligence i.e. anything we cannot control; VI. We were not informed within 10 days of the incident occurring; or VII. Where there is insurance or insurance should have been put in place by the resident.
5	Equality & Diversity Considerations
5.1	<p>External contractors will be asked to sign and agree to administer this Policy. GMT made a number of suggestions to make the Policy clearer around payments and timescales.</p>
6	Value for Money
6.1	<p>By addressing and resolving complaints and claims for compensation within an agreed policy and procedure, further action and escalation to the Housing Ombudsman may be avoided.</p>
7	Monitoring & reporting
7.1	<p>Data and financial compensation will be collected through our feedback process and reported to Senior Management Team as part of the Feedback Quarterly report.</p>
8	Person responsible and timescales
8.1	<p>Requests for compensation should be made using our feedback form so that the claim can be logged and responded to in line with all feedback.</p>
8.2	<p>It is intended that all claims will be dealt with in the same timeframes as dealing with</p>

8.3	customer feedback. Claims for compensation will be dealt with by the GRT Manager or service area manager if it is not our Financial Standing Orders and the Manager will check if insurance is in place or should have been put in place so as to avoid incurring unnecessary expense.
9	Related documents
9.1	Customer Feedback Policy Decant Policy Right to Repair Policy WCHT Insurance Policy Recharge Policy
10	Appendices
	None
11	Approval
	Approved by : GMT February 2016
	Date of approval : 1 March 2016
	Review date : April 2018
	Policy 'owner' : Director of Operations