



Homes and Neighbourhoods' Redress Policy

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1 INTRODUCTION

Kirklees Council is committed to providing a high quality of service at all times to all of its customers and aims to resolve any issues before the need to make a claim for compensation arises. However, we recognise there are times when our services do not meet the high standards, we set ourselves and as a result customers become inconvenienced. Our focus is upon restoring people to the position they would have been in had the service failure not occurred.

This policy relates to claims or awards that arise as a result of a complaint or service failure. Homes and Neighbourhoods on behalf of the Council ('the landlord'), will consider claims outside of the scope of this policy (such as accidental damage or personal injury), in conjunction with claims of negligence via the Council's Risk Management and Insurance Team.

Our policy helps to ensure that we meet legal and regulatory requirements, including the expectations of the [Housing Ombudsman](#).

2 POLICY OBJECTIVES AND SCOPE

This policy outlines how we will put things right when things go wrong (offer redress) should a tenant or leaseholder, resident or third party ('customer') complain to us. The purpose of this policy is to ensure:

- Practical solutions, not just compensation, are explored fully to resolve a situation
- Where financial payments are appropriate, they are proportionate to the loss or inconvenience caused
- All customers making a claim are treated in a fair and equal way
- Any financial payments are considered against clear guidelines
- Responsibility will be taken for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on the landlord's behalf
- Legislative/mandatory compensation will be paid in accordance with the relevant guidelines

Offering compensation can help reduce dissatisfaction and resolve the complaint; however other outcomes must also be considered. The consideration of whether

compensation is appropriate, and the decision made will be recorded with each complaint received.

We will:

- Recognise the impact the issue has had
- Provide reassurance that the breakdown or failure will not happen again
- Offer and deliver a suitable remedy
- Where appropriate, offering recompense that compensates the complainant for any harm, costs incurred or inconvenience

To put things right, we will:

- Take all expressions of dissatisfaction seriously
- Initiate a rapid, appropriate and acceptable operational response to the issue
- Offer a negotiated remedy and timescale for delivery
- Communicate in a courteous, timely and accurate manner
- Deliver promises with clear implications should we fail to do so
- Learn from complaints and put in place actions to make sure that we don't fail again in future.

This policy is relevant to all staff working for Homes and Neighbourhoods as well as our contractors and agents.

3 POLICY STATEMENT

This policy applies to all council housing-related complaints managed by Homes & Neighbourhoods on behalf of Kirklees Council ('the landlord'). Organisations providing housing-related services on behalf of Homes & Neighbourhoods or the Council will be expected to follow this policy.

This Policy does not apply in the following situations:

- Claims for personal injury or damage covered by contents insurance
- 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 Council
- Where legal action has been taken or is planned.

- Issues that would be covered by insurance claims (where the facts are not in dispute, we will look at reimbursement without the need for the customer to make a claim at further costs or inconvenience)
- Issues that involve a member of staff that would be covered by HR policies.

In conjunction with this policy, we recognise the jurisdiction of the external Housing Ombudsman Service and will implement recommendations resulting from its investigations.

Circumstances in which compensation will be issued:

There are different circumstances under which compensation may be paid. These are:

- Mandatory (such as statutory home loss or disturbance payments, and payments made under the Right to Repair scheme). Compensation will be paid in accordance with the relevant statutory guidelines and our related policies.
- Quantifiable loss payments (where people can demonstrate actual loss) such as having to pay for alternative accommodation, additional heating bills or cleaning services due to disrepair, or the cost of repairs where we have failed to meet our obligations. We will want to make sure that any costs have been reasonably incurred and will require evidence of actual loss.
- Discretionary payments (for time and trouble/distress and inconvenience or as a gesture of goodwill). This could include things like 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 follow policy and procedure or unreasonable time taken to resolve a situation..

Discretionary compensation will be considered on a case-by-case basis, and we will adopt an evidence-based approach (Appendix One shows how we decide what a reasonable compensation payment would be). The factors we will consider include:

- The severity of the service failure. We will look at whether the relative effect on the customer has been minor, moderate or severe and consider the duration of the problem
- The impact on the households, taking into account issues such as vulnerabilities, e.g., disability, age or the presence of young children.

In some circumstances, set compensation will be paid (where there is an outstanding debt owed to the Council including but not limited to rent or service charge arrears, any compensation payment will, in the first instance, be made against the debt. Any remaining monies will then be forwarded to the claimant). Appendix One sets out in more detail how we decide the level of compensation to be awarded. Examples of more common service failures are:

- Loss of a room. We will pay you compensation if we have not carried out the work that is needed and your room is unsuitable for living in within our advertised standards. This only applies if you have not caused damage to the room yourself and you have allowed us to carry out the required work. The payment will be calculated by dividing the number of rooms in your home by the amount of full rent you pay. For example, if your rent is £50 a week and you have five rooms in total, we would divide £50 by 5, giving £10 a room for every week that it is not usable. We may offer you temporary housing instead of compensation
- Qualifying repairs not completed within timescales may result in a compensation payment of £10 followed by a payment of £2 per day (£50 maximum), e.g., unsafe power or light fittings, blocked flue, leaking roof, leak from heating or water pipes
- Failure to provide a service where a service charge has been paid. If we fail to provide a service for more than 14 days (or the number of days appropriate for a particular service) the level of the compensation will be the same amount that you paid for the service for the length of time that we failed to provide it; plus, a single payment of £10.

All complaints will be treated with confidence. Personal information about the complainant will only be shared internally when strictly necessary to deliver the agreed remedy. Details of the complaint will only be shared externally with the complainant's consent.

A complainant will usually be expected to accept an offer of compensation within 28 days of the offer being made.

An individual can within 28 days acknowledge the offer but deter the acceptance of the offer should they wish to pursue the complaint through the Housing Ombudsman. Our commitment to pay compensation will be honoured until three months after the completion of the Housing Ombudsman investigation. The final sum of compensation will be determined by the Housing Ombudsman but will not be less than the amount offered by us in the first instance.

Compensation payments will be paid by bank transfer, this will be processed by the Customer Experience Team.

Where a complainant pursues their complaint in an aggressive, abusive or threatening manner, or repeatedly pursues complaints which appear to have no substance or which have already been through and exhausted our complaints handling process, consideration will be given to applying the Reasonable Behaviour Procedure.

Housing Ombudsman

This compensation policy does not apply where a resident has made a claim for compensation via the Housing Ombudsman. In such cases the Council, where appropriate, will pay compensation as directed by the Ombudsman.

How the policy will be delivered

This policy will be delivered by all service areas within Homes and Neighbourhoods and coordinated by the Customer Experience Team. Staff involved in the redress process will be fully trained.

Consultation and business intelligence

Involved tenants (the Tenants Advisory and Grants Panel) have contributed to the development of this policy, and customers will have an ongoing role in monitoring delivery against it.

We will ensure this policy complies with all relevant legislation and takes account of current legislation and best practice including:

- Housing Ombudsman Scheme
- Housing Ombudsman Scheme Complaint Handling Code
- General Data Protection Regulations 2016
- Data Protection Act 2018
- Housing Act 1996
- Equality Act 2010

4 ALL ASSOCIATED/LINKED STRATEGIES AND PROCEDURES

Give details and reference to any other strategies, policies and procedures which should be read in conjunction to this policy

The following associated documents are linked to this policy:

- Complaints Policy and Procedure
- Reasonable Behaviour Policy
- Inclusion and Diversity Strategy
- Disrepair Policy
- Insurance Claims
- Repairs and Maintenance Policy
- Home Loss and Disturbance Policies

5 REVIEW

This Policy will be reviewed on a (normally 3 yearly) basis, or if subject to legislative changes.

Appendix 1

Categories of Compensation

This framework will be used by staff to decide the level of compensation to be awarded when a service failure occurs. Decisions about the impact on a customer will take into account the household's specific circumstances such as vulnerabilities or the presence of young children.

Item	Circumstances	Impact	Amount Payable
Compensation for failures in service delivery and or dealing with complaints	Where there has been a service failure which has caused inconvenience and/or distress to the customer. Excludes: Industrial action, failure by a third party, failure of statutory services, and other circumstances beyond the control of Homes and Neighbourhoods	Low Impact – One mild inconvenience	£10 - £50
		Medium Impact – A succession of service failures and/or not resolved within reasonable timescales	£50 - £100
		High Impact – serious or prolonged service failure resulting in severe stress, disruption or inconvenience	£250 - £1000
Loss of use of part of property	Use of part of property is lost for a minimum of 1 week Exceptions: Does not apply to gardens or outhouses. Does not apply where Homes and Neighbourhoods arrange alternative temporary accommodation. Does not apply where evacuation is ordered by statutory authorities on public	Use of rooms or facilities are lost due to the fault of Homes and Neighbourhoods	Payment will be calculated by dividing the number of rooms in your home by the amount of full rent you pay.

	safety ground e.g., police incident		
Qualifying repairs not completed within timescale	Repairs not completed within timescales set out in Repairs and Maintenance Policy. Applies to qualifying repairs only e.g., unsafe power, blocked flue, leaking roof, leak from heating or water pipes.	Repair not completed within timescale	A payment of £10 will be made followed by a payment of £2 per day. (£50 maximum)