

## Remedies and Compensation Policy

| DOCUMENT CONTROL               |   |
|--------------------------------|---|
| <b>(Policy) author:</b>        | Emma Bailey, Housing Services Lead                            |
| <b>(Policy) owner:</b>         | Dan Baker, Director of Operations                             |
| <b>Effective date from:</b>    | 15.5.2025   |
| <b>Approved by:</b>            | ELT and Customer Experience Committee                         |
| <b>Date approved:</b>          | 14.5.2025   |
| <b>Review cycle:</b>           | <i>3 yearly but will be reviewed for good practice yearly</i> |
| <b>Next review start date:</b> | 01.05.2028  |
| <b>This policy applies to:</b> | Everyone using our services                                   |
| <b>Method of delivery:</b>     | Website<br>Sharepoint<br>Email                                |

### Version Control

| Date     | Author      | Version | Reason for Change      |
|----------|-------------|---------|------------------------|
| 4.4.2025 | Emma Bailey | DRAFT   | Introduction of Policy |
|          |             |         |                        |
|          |             |         |                        |

### Summary of Changes

| Section | Change |
|---------|--------|
|         |        |
|         |        |

### Consultations

| Consulted with                        | Version | Date      |
|---------------------------------------|---------|-----------|
| BF Board                              | n/a     | n/a       |
| Customer Experience Committee         | Draft   | 14.5.2025 |
| Customer and tenant engagement panels |         |           |
| Staff                                 | Draft   | 7.4.2025  |
| Volunteers                            | n/a     | n/a       |



## **1.0. Purpose**

- 1.1 The purpose of this Policy is to set out Brighter Futures approach to managing claims for compensation.
- 1.2 This Policy has been drafted to comply with the Housing Ombudsman's guidance and the Complaint Handling Code.
- 1.3 The policy covers the following:
- Remedies (non-financial)
  - Mandatory compensation (such as statutory home loss payments) which often do not relate to a complaint.
  - Quantifiable losses are the quantifiable/evidencable financial losses incurred by the customer as a direct result of Brighter Futures actions or negligence.
  - Discretionary Compensation – payments made not because we have to but because we choose to, including 'Gestures of good will'.
- 1.4 This policy should be read in conjunction with the Complaints Policy if dealing with compensation following a complaint.

## **2. Scope**

- 2.1 This Policy aims to ensure that:
- Customers receive fair, proportionate, and efficient offers of remedies / compensation, where applicable.
  - When using remedies for service failure, the aim is to restore a person to the position they would have been in had the service failure not occurred.
  - Brighter Futures meets its legal and regulatory obligations regarding redress and compensation.
  - There is clear guidance for colleagues dealing with mandatory compensation cases or those dealing with acknowledged failures in service delivery.

## **3. Policy owner**

- 3.1 This Policy is owned by the Housing Services Lead.

## **4. Exceptions/Exclusions**

- 4.1 This policy applies to all customers who live in our properties and/or receive housing related or support/ commissioned services provided by Brighter Futures.
- 4.2 This includes tenants and licensees (and recent former tenants in line with the complaint policy) customers accessing our support and housing applicants.

## **5. Definitions**

- 5.1 **Housing Ombudsman** – See Section 8
- 5.2 **Complaint Handling Code** – See Section 8
- 5.3 **Compensation** – a remedy awarded to someone in formal recognition of service failure loss, suffering, or injury
- 5.4 **Tenant** – a person who occupies a property solely from Brighter Futures under a tenancy agreement

5.5 **Licensee** – a person who occupies a shared property from Brighter Futures under a license agreement

5.6 **Assured Short-hold Tenancy** – A legal agreement which provides the tenant with the right to occupy property in return for rent

5.7 **License** - A legal agreement which provides the licensee with the right to occupy room in return for rent

5.8 **Customer** – any person using any of our services housing or non-housing related

## **6. Tenant Rights in an Assured Short-hold Tenancy**

6.1 Assured Short-hold Tenants have 4 Rights as part of their tenancy these include;

- Right to live in a property undisturbed – otherwise known as ‘quiet enjoyment’. This means that you have the Right to live in the property without unreasonable or unnecessary interference from us. But this Right also goes hand in hand with your responsibilities as a tenant to provide reasonable access when required and with your responsibilities as a tenant in receipt of ‘support’ in relation to engagement with staff.
- Right to live in a property in good repair – you have the Right to live in a property that is in a good condition and is safe, we work to the current Decent Homes Standard.
  - PAT testing
  - Electrical safety standards
  - Legionella compliance
  - The Furniture and Furnishings Regulations 1988
  - CO2 alarm provision (where applicable)
  - Gas Checks
- We also comply with the Building Safety Act where applicable.
- Right to information about the tenancy – this can include being given a copy of your tenancy, safety certificates such as gas certificates/ electric certificates/ requesting information held against your name e.g.: Subject Access Requests
- Protection from unlawful eviction – making sure we follow legal channels and comply with the standards of proportionality and equality when considering eviction.

## **7. Licensee Rights in a License Agreement**

7.1 Licenses are not covered by any of the principal legislation protecting tenants except for the Protection from Eviction Act 1977.

7.2 In this case it would be expected that Brighter Futures follow enforcement procedures and issue any notices to appropriately and compliantly end a license.

7.2 Licensees are also protected by the Prevention of Harassment Act 1972 so could include:

- acts likely to interfere with the peace and comfort of those living in the property, or
- persistent withdrawal of services that are reasonably required for the occupation of the premises.

7.3 As such we uphold a licensee right to be protected from unlawful eviction.

7.4 We also believe that all our residents should live in schemes/rooms which are in a good state of repair and in line with decent homes standards.

## **8. Housing Ombudsman – Complaint Handling Code and other Guidance**

8.1 The Housing Ombudsman Service is a free/ independent and impartial service who look at complaints about registered providers of social housing, for example housing associations

8.2 “The Housing Ombudsman Complaint Handling Code is a statutory document that became effective on April 1, 2024. It sets out best practices for landlords' complaint handling procedures to foster a positive complaints culture within the social housing sector.”

8.3 We seek to be compliant with both the code and supplementary supporting documents/ guidance notes.

## **9. Social Housing Regulator – Consumer Standards**

9.1 The Regulator of Social Housing regulates registered social housing providers including local authorities and housing associations. It is a stand-alone non departmental public body of government.

9.2 The Regulator of Social Housing sets consumer and economic standards for social housing providers and can act if these are breached.

9.3 This Policy seeks to comply with the Regulators Standards:

- Governance and Financial Viability Standard
- Neighbourhood Standard
- Tenancy Standard
- Transparency Standard

## **10. Remedies to ‘put things right’**

10.1 There are a range of remedies available to put a situation right which may, or may not, include financial compensation.

10.2 In determining appropriate remedies, this policy follows the Housing Ombudsman Dispute Resolution principles as follows:

1. Be Fair – we will treat our customers fairly and follow process
2. Put it Right
3. Learn from outcomes

10.3 **Non-Financial Remedies** may include:

- an apology; in which accountability should be taken by way of a sincere apology/ explanation of where ‘things went wrong’ and any actions that will now be taken
- practical action, which may include:
  - Completing repairs
  - Offering to undertake repairs or redecoration, which would otherwise be the customer’s responsibility.
  - Where repair work has damaged decorations, attempt to make good or, if we are unable to match existing decorations, offer a reasonable alternative (not compensation).
- Revising policy and procedures.
- Staff training – this could be seeking new or improved training opportunities or refreshers

10.4 **Gestures of good will** - used in instances where we may not have fully met our standards in terms of customer care but evidence is short in identifying a breach of policy or procedure. Examples could include vouchers, chocolates, flowers etc.

10.5 **Financial remedy**, when appropriate, which can be categorised as either:

- mandatory/statutory payments
- quantifiable loss payments (where people can demonstrate actual loss)
- discretionary payments (for less quantifiable impacts)

10.6 Customers do not have to have raised a formal complaint to be considered for compensation, particularly where the facts of the situation are not in dispute and similarly a formal complaint does not guarantee that compensation will be paid.

10.7 Each case will be considered on its own merits, whilst ensuring consistency by monitoring remedies and compensation awarded.

10.8 We will be honest if we are not able to offer compensation if to do so would be inconsistent with this policy or legal guidelines.

10.9 Where financial compensation is considered appropriate, all compensation payments made by Brighter Futures are made to the entire household and not separate individuals living in the property.

10.10 We will take responsibility for dealing with any detriment or damage caused by a third party (contractor) working on our behalf.

10.11 We will ensure that all contractors have public liability insurance, and we will attempt to recover costs from contractors where any damage caused by them.

## **11. Financial Remedies in more detail**

### **Mandatory Payments**

11.1 Home Loss Payments – See Decant Policy

Specifically, we will adhere to financial compensation levied in the Land Compensation Act 1973 amended by the Planning Act 1991

11.2 Decant Disturbance Allowance – See Decant Policy

11.3 Compensation for Tenant Improvements –

We will consider tenant claims for improvements where;

- Tenancy has ended and claim made within 14 days of tenancy end date
- The tenant obtained written consent from Brighter Futures
- Claims can include materials and paid for labour costs
- Claims cannot be made for removable appliances or their own labour
- Claims must be over £50 and under £3000
- Improvement costs will be subject to a depreciation calculation

### **Quantifiable Loss Payments**

11.4 Examples of Quantifiable Loss include (but not limited to):

- increased heating bills due to disrepair
- having to pay for alternative accommodation or take away food (also see Decant Policy)
- paying for cleaning\*
- paying to carry out repairs where a landlord has failed to meet its obligations\*

\*This should come with a caveat that any such costs must have been reasonably incurred, and evidence of such loss has been provided.

## Discretionary Payments

11.5 The level of compensation will be proportionate with the level of time, trouble and inconvenience, due to Brighter Futures action or inaction.

11.6 Discretionary compensation will be determined and assessed for the service delivery in which the complaint has been received. These should be issued in accordance with Appendix A and or with the following rationale in mind:

## **12. Where compensation will not be paid**

12.1 Instances where compensation payments would not be considered include:

- where we had no opportunity to correct issues beforehand
- claims for personal injury where our liability insurance would cover
- claims for solicitor costs (unless legally ordered)
- claims for damage caused by circumstances beyond a landlord's control (e.g. through storm or flooding)
- claims for loss of earnings for provision of access to complete housing function
- problems caused by a third party not working for the landlord
- instances where any damage is covered under contents insurance
- injury or loss caused by a resident's negligence e.g.: not reporting a repair or allowing access
- injury or loss caused by a resident's own repair/ improvement
- evidence to support claims of damaged belongings is not evidenced
- evidence to support the value of claims for loss of belongings is not provided
- where belongings are stolen – no fault of Brighter Futures staff or contractors
- where we have acted reasonably and complied with our legal and contractual liabilities e.g., we do not have the contractual responsibilities for repairs – third party managed communal areas or blocks for example.

## **13. Authorising and Making Payments**

13.1 In line with Appendix A and Discretionary Payments payment approval levels.

13.2 When an offer of compensation is made, we will usually do so by way of bank transfer to the customer's personal bank account or by credit to the customer's rent account.

13.3 Customers should be aware that, in the event of rent arrears being owed to Brighter Futures, we may wish to offset any payment of compensation against a resident's rent / service charge arrears or sundry debts.

13.4 Any compensation offered will be made 'without prejudice' to any potential or future legal claim which may be pursued.

13.5 An offer of compensation must be accepted by the customer within 28 days of the date of the offer letter after which time the offer will expire.

13.6 The customer must confirm acceptance of the offer of compensation in writing, by e-mail or letter. This will be considered a full and final settlement at the time of acceptance.

13.7 Compensation will be paid within 28 working days of receipt from the customer of their written acceptance of the offer.

13.8 If we do not receive a customer's final response within 6 months, we will withdraw the offer

and close the claim.

#### **14. Appeals**

14.1 If you do not agree with the outcome of the compensation offer, you can pursue the original matter via our complaint policy and procedure or appeal the decision.

14.2 If the customer appeals against the amount of compensation offered this must be made within 28 days of the offer (or no offer) date.

14.3 The appeal will be passed on to the next most senior member of staff within the relevant Directorate to review.

14.4 An appeal investigator will investigate how the decision was arrived at and determine if the decision was fair, reasonable and proportionate to the circumstances of the claim.

14.5 If a revised offer is not made, or the customer does not wish to accept any revised offer, or is dissatisfied that we, again, refused to offer compensation then they will be asked to follow our Complaints process

14.6 All decisions made at appeal are final regarding this Policy

#### **15. Related policies, procedures and documents**

|                           |  |
|---------------------------|--|
| <b>Policies</b>           | Feedback Policy<br>Damp and Mold Policy<br>Decant Policy |
| <b>Procedures</b>         | Complaints Handling Procedure<br>Damp and mold Procedure |
| <b>Forms / Guidelines</b> | Equality Statement<br>Brighter Futures Vision and Values |

#### **16. Legislative and Regulatory Requirements**

[The Complaint Handling Code | Housing Ombudsman Service](#)

[Compensation policy | Housing Ombudsman](#)

[Consumer standards Code of Practice - GOV.UK](#)

#### **17. Monitoring and review**

17.1 This Policy will be reviewed each year alongside the Feedback Policy unless there is any significant change in legislation or regulation