

Bespoke Supportive Tenancies Ltd

COMPENSATION POLICY

Review

Date of This Review	Date of Last Review	Policy Author	Compliance Manager	Next Review Date
27/03/2024	N/A	Head of Housing Operations	N/A	Jan 2027

Details of Amendments

Version	Date	Update Amendment Detail	Resulting From

Approved by

Executive Team	3 July 2024
Board	N/A

1. INTRODUCTION

1.1 Bespoke Supportive Tenancies (BeST HA) is a registered provider of supported social housing for adults. Tenants hold assured shorthold tenancies, and we provide landlord services such as housing management, repairs and maintenance and the care and support is provided by a Care Provider. Occasionally compensation will be appropriate where our services fall short or where we are legally required to do so.

1.2 This policy sets out our approach to compensation to tenants or other customers of BeST HA.

2. LEGAL AND REGULATORY RESPONSIBILITIES

2.1 The Regulator of Social Housing (RSH) Tenant Involvement and Empowerment Standard as set out in the Regulatory Framework states that registered providers shall:

- Have an approach to complaints that is clear, simple, and accessible that ensures that complaints are resolved promptly, politely, and fairly. Compensation payments can be made as part of the complaints process.

2.2 Legalisation and guidance relating to the payment of compensation, includes:

- Housing Ombudsman Service – Complaint Handling code 2023 www.housing-ombudsman.org.uk/landlords-info/guidance-notes/compensation-policy
- Housing Act 1985 • Home Loss Payments (Prescribed Amounts) (England) Regulations www.legislation.gov.uk/ukxi/2022/793/pdfs/ukxi_20220793_en.pdf
- Right to Repair www.legislation.gov.uk/ukpga/1985/70

2.3 HOME LOSS PAYMENTS REGULATIONS (2018)

2.4 Relevant legislation is all legislation either by way of Common Law, Act of Parliament or Statutory Instrument which relates to this policy and is in force at the relevant date.

3. DEFINITIONS

3.1 Compensation – money is paid to someone in exchange for something that has been lost or damaged or lost facilities.

3.2 Home loss – statutory payment for the distress and inconvenience of losing a home.

3.3 Disturbance – statutory payment to cover the costs of moving. Disturbance payments may be made to households who are required to move to another property either temporarily or permanently. This is a payment made for reasonable moving costs and will be managed through the Decant Procedures

4. SCOPE

4.1 This policy applies to all tenants and customers of BeST HA. The aim of the policy is to provide redress to restore a person to the position they would have been in had the service failure not occurred.

4.2 This policy covers payments that are mandatory and required to pay through law and those that are discretionary where we will make a goodwill payment for example poor complaint handling, delays in undertaking a repair, failure to provide a service that has been paid for, loss of amenity, failure to meet target response times and failure to meet policy and procedures.

4.3 BeST HA may offer practical solutions such as redecoration which would otherwise be the tenant's responsibility or a gesture of good will such as vouchers. It does not cover occasions where legal proceedings are underway nor where an insurance claim is made. The aim of the

4.4 Financial compensation may be the only and appropriate form of redress.

5. OUR APPROACH

5.1 We are committed to providing a high-quality housing service to all our customers. We will collaborate with our customers to develop service standards which will set out levels of service customers can expect, however sometimes things go wrong.

5.2 When we have failed to meet our promised standards and a customer has been inconvenienced or suffered loss, we will consider making a compensation payment. Compensation will also be paid where we have a legal obligation to do so.

5.3 All compensation will be approved by the Managing Director or another member of the Executive Team and confirmed in writing to the customer. Compensation can only be paid to a customer directly or their appointee.

5.4 We will consider each case for compensation on an individual basis. We will take all of the circumstances into consideration including the following:

- The loss and/or inconvenience incurred
- Duration of the situation
- The seriousness of the loss/inconvenience
- Any actions taken by the customer
- Levels of compensation paid in similar situations, either by WSHL or others

6. DISCRETIONARY COMPENSATION

6.1 Discretionary compensation are goodwill payments where we have no obligation to make a payment.

6.2 Discretionary payments will be considered where:

- We fail to deliver a service to our usual standard and as a result a customer has incurred loss or inconvenience
- The damage is a direct result of BeST HA actions such as accidental damage
- A tenant cannot use rooms or services in their home because of a repair problem that is our responsibility and is not part of planned maintenance or upgrade work.
- An extensive repair requires the tenant to be temporarily re-housed
- No other form of redress is available

6.3 Any claims for compensation will be paid in line with the table below

Service Failure	£25.00
Accidental damage	At replacement cost subject to proof of purchase
Loss of room or facilities including water, power and gas that has not been repaired in our published timescales	25% of the weekly rent (exclusive of service

	charges), pro rata to a day rate if less than a week
Additional fuel costs if we provided temporary heating between October and March Total loss of heating	£2.00
Loss of hot water	£3 per full day
Total loss of mains water, where it is BeST HA responsibility	£5 per full day
Total loss of power, where it is BeST HA responsibility	£5 per day (24 hours)
Cost of additional electricity whilst using a de-humidifier	£2 per day
Cost of food while cooking facilities are unavailable	£8 per person
Discretionary decorating allowance	£25 per room
Missed arranged appointment	£5

6.4 In addition, the Managing Director or other Executive Team member can approve one off payments outside the table above if it is deemed that the standard compensation amounts do not provide fair redress for the individual situation

6.5 We will not normally pay compensation in the following situations; where:

- There is service failure, but reasonable access had not been given to conduct our services
- A loss is due to the negligence of the customer, due to the neglect of a third party or that is beyond our control
- A loss is due to a missed appointment
- There are ongoing legal proceedings
- The claim should be made through our insurers. Our insurers will settle any claim and it will not be dealt with through the compensation policy, such as personal injury or damage to personal possessions.
- Where a service that has been paid for as part of a service charge but has not been delivered or fails to meet our standards. We will make an adjustment to the following years' service charge.
- A claim should be made through a customer's home contents insurance. Any compensation payment made by WSHL is not intended to replace or compensate for a lack of contents insurance on the customer's part
- Claims for personal injury
- 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 BeST HA

7. HOME LOSS AND DISTURBANCE

7.1 Home loss may be paid when a tenant has to move permanently from their home to make way for demolition and/or redevelopment. This is a flat rate payment as set by the government and is only payable when the tenant has lived in the property for a minimum of 12 months and is equally shared between all tenants.

7.2 Disturbance may be paid when a tenant has to move to another property either temporarily or permanently due to major repairs or demolition. This payment is in addition and separate to home loss and covers the reasonable costs incurred in moving such as removal costs, re-direction of mail and transfer of phone services etc.

8. DEALING WITH CLAIMS

8.1 We aim to deal with claims for compensation efficiently and sympathetically. Each case will be considered on an individual basis considering all known circumstances and supporting evidence or documentation supplied. Where evidence is requested and is not supplied, we will not be able to consider the claim.

8.2 Compensation will normally be offset against rent arrears, service charge arrears or other debts owed, unless reimbursement is being made for loss and damage or costs reasonably incurred.

9. MONITORING AND REVIEW

9.1 All compensation payments will be recorded and where appropriate compensation data will form part of our complaints monitoring to compare our performance. Reporting to Board will be done as part of the Boards annual complaints report.

9.2 We will actively review cases where discretionary compensation has been paid to ensure that we are learning from such situations.

9.3 This policy will be reviewed every three years