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COMPENSATION SCHEME POLICY

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Compensation Scheme Policy

1 Policy Statement

- 1.1 Nehemiah is committed to the delivery of a high quality and responsive service. The standards and targets it has set in terms of the delivery of its service to its customers are considered appropriate and achievable.
- 1.2 In recognition of the above, the Association shall operate a compensation scheme whereby customers shall be compensated for any shortcomings in service delivery.
- 1.3 Service failures which shall be covered by the compensation scheme are:
 - 1.3.1. Failure to complete day to day responsive repairs within the time-scales set out in the Repairs and Maintenance Policy i.e. emergency, urgent and routine repairs.
- 1.4 Failure to complete a repair covered by the Right to Repair Regulations within the maximum timescale allowed.
 - 1.4.1 Poor quality of workmanship (including the standard of materials used).
 - 1.4.2 Damage to customers' possessions resulting from the carrying out/ completion of a repair.
 - 1.4.3 Unsatisfactory treatment by employees of Nehemiah.

This list is non-exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from the Property Services Manager and/or the Operations Director as appropriate.
- 1.5 Nehemiah shall take all reasonable steps to ensure that its employees or representatives are courteous towards customers and all practical steps are taken to prevent damage to a customer's property or possessions.
- 1.6 Any award of compensation will be in accordance with the procedures set out as follows but subject to the conditions and limitations also set out in the following procedures.

2 Procedure for Compensation

- 2.1. How compensation is awarded will be dependent on the nature of the service failure. Failures will be broadly divided into 5 categories i.e.
 - 2.1.1 Failure to complete responsive repairs within the time-scale stated.
 - 2.1.2 Failure to complete a repair categorised in the Right to Repair Regulations within the maximum time allowed.
 - 2.1.3 Where there has been damage to a customer's possessions.

2.1.4 Where there has been a claim of poor quality of workmanship.

2.1.5 Where there is a claim of mistreatment and there is no material or financial loss.

This list is non-exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from Property Services Officers/Manager, as appropriate.

3 Failure to complete responsive repairs

3.1 Where a job is unlikely to be completed by the given date, for reasons which are not within the control of Nehemiah, a new completion date shall be notified to the customer. Claims for compensation shall only be considered once the revised date has been exceeded.

3.2 Nehemiah shall be pro-active in the payment of due compensation where it has been recognised that a job has exceeded its completion date, notwithstanding the fact that a claim may not have been submitted by the customer.

3.3 Claims for compensation submitted by customers must be accompanied by all available evidence, e.g., repair receipts etc.

3.4. Where a claim has been refuted the customer shall be advised in writing of their right to complain against the decision through the Association's complaints process.

3.5 Where a claim has been upheld, the amount of compensation due shall be in accordance with the following table:

Category of Repair	First Day Overdue	Additional Days Overdue	Maximum Payment
Emergency	£25	£3	£50
Urgent	£15	£3	£50
Routine	£10	£2	£50
Right to Repair	£10	£2	£50

3.6 Limitations and Exclusions (Responsive Repairs):

- 3.6.1 Works carried out in accordance with the Association's Major Repair and Planned Improvement programme will be excluded from the compensation scheme except with regard to 2.1.3 to 2.1.5 above.
- 3.6.2 Work carried out in accordance with cyclical maintenance schedules will be excluded from the compensation scheme except with regard to 2.1.3 to 2.1.5 above.
- 3.6.3 Where a job is unlikely to be completed by the given date for reasons not within the control of Nehemiah, a new completion date shall be notified to the customer. Claims for compensation shall only be considered for days exceeding the revised completion date.
- 3.6.4 Works required on communal areas or shared components eg roofs, boundary walls and fences, pathways, staircases, drying areas etc will be excluded from the compensation scheme.
- 3.6.5 Any repair which has passed its specified completion date and where the customer has not re-reported the repair within the appropriate timescale set out below will be excluded from the compensation scheme:
 - 3.6.5.1 Emergency repairs within a period 24 hours beyond the original completion date.
 - 3.6.5.2 Urgent repairs within a period of 3 working days beyond the original completion date.
 - 3.6.5.3 Routine repairs within a period of 5 working days beyond the original completion date.
- 3.6.6 Where such repairs are re-reported the working day following the original completion date shall be the start date used for the calculation of compensation.
- 3.7 This list is non-exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from the Property Services Officer and/Manager, or the Operations Director as appropriate.

3.8 Access Arrangements (Responsive Repairs)

- 3.8.1 In order to effect repairs within the timescales specified for each category, it is necessary to have reasonable access relative to the importance and urgency of the repair. Where reasonable access arrangements cannot be given, completion of the repair will not be subject to the compensation scheme.

3.8.2 The onus is on the customer to make any necessary arrangements for reasonable and suitable access to the property to affect a repair, where access is required to the interior of the house.

3.8.3 Customers must make arrangements for access as follows:

- **Emergency repairs – unrestricted access.**
- **Urgent repairs – unrestricted access.**
- **Routine repairs** – cumulative period equivalent to a minimum of 6 working days out of 10.
- Right to Repair – unrestricted access.

3.8.4 Where reasonable periods of access cannot be given the customer shall be advised that, due to restricted access, it may not be possible to complete the job in the timescale given and in such an event the job shall not qualify for compensation.

4 Failure to Complete Right to Repair

4.1 Certain types of repair are covered under the Secure Tenants (Right to Repair) Regulations 1994. Where there is a failure to complete such a repair within the maximum times specified the customer shall be entitled to compensation in accordance with the statutory scheme.

4.2 Details of the repairs covered under the Right to Repair Scheme are set out in section 12 below.

4.3 Failure to complete a repair within the maximum time allowed shall entitle customers to £10 in compensation for the first working day over, plus £2 for each additional working day on which the repair has not been complete, up to a maximum of £50.

4.4 The scheme also allows customers the right to instruct an alternative contractor to complete the work and send the bill to Nehemiah subject to the following:

4.4.1 That the work was not completed by Nehemiah within the maximum time allowed.

4.4.2 The customer complied with access arrangements.

4.4.3 That the customer advises Nehemiah of its failure before instructing an alternative contractor.

4.4.4 That the customer uses a contractor from the list of Nehemiah Approved Contractors.

4.4.5 The cost of any single qualifying repair does not exceed £250.

- 4.5 Where an alternative contractor is instructed, and the above conditions have not been met Nehemiah may recharge the cost of the repair to the customer.

4.6 Limitations and Exclusions (Right to Repair)

- 4.6.1 Customers do not qualify for compensation under this section where the repair is not a qualifying repair as defined by the Secure Tenants (Right to Repair) Regulations. Please see section 12 for further information.
- 4.6.2 In circumstances where Nehemiah or the contractor has no control eg severe weather which makes it impossible to carry out the repair within the maximum time, Nehemiah can make temporary arrangements to extend the maximum time. Under such circumstances customers will be advised.

4.7 Access Arrangements (Right to Repair)

- 4.7.1. If Nehemiah or its appointed contractor cannot get into a customer's home at the time agreed, the right to repair and any right to compensation will be cancelled. Customers will have to re-report the repair to start the process again.

5 Damage to the Possessions of a Customer

- 5.1 Where a claim is being made in respect of damage to the possessions of a customer during a responsive repair, major repair or improvement, the claim should be submitted within 48 hours of the works being completed.
- 5.2 If the claim is rejected or reduced, the customer shall be notified in writing and shall be advised of his/her right to complain under the Association's Complaints Policy.
- 5.3 Where the claim is accepted, the damaged item will be replaced within 5 working days of the date of advising the customer of the decision relating to the claim.
- 5.4 Customers must not dispose of damaged goods until a representative of Nehemiah has inspected them and that damage has been agreed.
- 5.5 Where it is alleged that there has been damage to the possessions of a customer, and these goods have been disposed of before being inspected by Nehemiah, no compensation shall be payable.
- 5.6 The above is non-exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from any Property Services member of staff and or the Director of Property Services as appropriate.

6 Poor Quality Workmanship

- 6.1 Where there is a claim in respect of poor-quality workmanship, including standard of materials, the claim shall be submitted within 5 working days of the works being completed where the poor workmanship and inferior or faulty materials would be immediately evident to the customer.
- 6.2 Such claims will be investigated by the Property Services Manager and if the claim is rejected the customer shall be notified in writing and shall be advised of his/her right to complain under the Association's Complaints Policy.
- 6.3 Where a claim is accepted, the customer may be awarded a sum of compensation at the discretion of the Property Services Manager commensurate with the level of poor workmanship or inferior/faulty material and taking account of the level of inconvenience suffered by the customer.
- 6.4 The above is non-exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from any of the Property Services members of staff or the Operations Director as appropriate.

7 Claims with no material or financial loss

- 7.1 Where there is a claim in respect of alleged mistreatment by staff, the matter shall be investigated by the relevant line manager, and if the claim is rejected the customer will be notified in writing and shall be advised of his/her right to complain under the Association's Complaints Policy.
- 7.2 Where the claim is upheld the customer will receive a letter of apology from the employee concerned. In such cases the relevant line manager shall have the discretion to give the customer a token gift within the guidelines issued from time to time by the Association.

8 Payment of Compensation

- 8.1 Payment of any award of compensation will normally be paid by BACS to the claimant's bank account. However, where there is any outstanding debt to Nehemiah, including but not limited to rent arrears outstanding, we may decide not to make any payment but to instead credit the relevant Nehemiah account with a sum equal to the compensation that would otherwise have been paid to the claimant.

9 Training

- 9.1 Nehemiah will ensure that the relevant employees have the appropriate level of skills and knowledge to deal efficiently with the Compensation Scheme.

10 Complaints

- 10.1 Customers who feel that Nehemiah has not dealt properly with their request for compensation have the right to complain. Complaints will be dealt with in accordance with Nehemiah's Complaints Policy, a copy of which can be obtained on request.

11 Monitoring and Reviewing

- 11.1 This Policy will be subject to regular review by the Operations Committee in accordance with Nehemiah United Churches Housing Association's policy review procedures.

12 Right to Repair

The Right to Repair is a piece of legislation that was introduced in 1994 and enhanced in the Secure Tenants (Right to Repair) Regulations 1994. It means that landlords are responsible for doing small urgent repairs if they are likely to affect someone's health, safety or security. It only includes repairs that cost less than £250 for customers classed as secure tenants.

If the contractor fails to complete the work on time, you may have the right to ask us to employ another contractor to do the work. In the first instance you should contact our Call Centre.

Arrangements may be made for another contractor to undertake the repair. The second contractor has the same amount of time to complete the work as the original contractor.

In the event that the second contractor also fails to complete the work on time you may be entitled to compensation under the Statutory Right to Repair Scheme. Only certain repairs qualify under this scheme, a full list is shown at the end of the section.

The compensation entitlement is £10, plus a further payment of £2 per day for every day that the repair remains outstanding, up to a maximum of £50 for any one job.

Nehemiah is entitled to offset this compensation against any debt you may owe to the Association.

The Right to Repair only applies to 'Qualifying' Repairs. Individual repairs and prescribed timescales are set out by Right to Repair legislation. The period varies according to the type of repair. The repairs and timescales are listed below:

Qualifying Repair	Prescribed period (in working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 October and 30 April	1
Total or partial loss of space or water heating between 1 May and 1 November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling -house)	1
Blocked sink, bath or basin *	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

* Note: Sink, bath or basin blockages are the customer's responsibility as outlined in the Tenancy Agreement.

Appendix 1 Discretionary Compensation

Discretionary Compensation is a final option for Nehemiah Housing and will only be paid in cases where the loss or suffering is considered to warrant such a payment or where the tenants or residents have suffered significant inconvenience because of Nehemiah Housing, their contractors' or agents' actions.

This section of the Compensation Policy focuses on the area of discretionary payments that sit outside of compensation relating to repairs. Compensation will be appropriate, fair in accordance with our Finance and Risk Policy, our insurance guidelines, and Housing Ombudsman remedies guidance.

Discretionary payments

Where discretionary payments are applicable, which could include:

- poor complaint handling
- failure to provide a service that has been charged for
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation
- loss of property (excluding categories not covered. See followings section)

When Nehemiah will not consider compensation:

This will include:

- 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 the landlord
- Where any damage is covered under contents insurance.

Where damage has been caused directly because of the actions or omissions of Nehemiah or our contractors, consideration will be given to reimbursement without the need for the customer to make a claim at further inconvenience and cost to themselves, and where the facts are not in dispute.

Our approach to financial compensation

All compensation calculations are based on what is considered fair in the circumstances of the complaint.

Discretionary Compensation

This section of the policy provides guidance on when discretionary compensation can be offered. This includes gestures of goodwill. Discretionary compensation will normally only be paid where there has been:

- Actual, proven financial loss sustained as a direct result of a service failure or mismanagement and/or avoidable inconvenience, distress, detriment or other unfair impact of the service failure or mismanagement. All compensation payments must be appropriate and proportionate.

Discretionary compensation can include payment for:

- Damage to property or decorations because of negligence by an employee or contractor.
- Unacceptable delays in providing services which have resulted in serious distress or inconvenience.
- Unacceptable responses to upheld or partially upheld complaints which have caused distress or dissatisfaction due to poor complaint handling.
- Additional costs incurred because of a failure in service. The amount paid will depend on the impact to the person making the complaint.

Minor impact – up to £50: Complaint has been upheld and there has been minor inconvenience or distress caused. Impact has been no more than a reasonable person could be expected to accept and the compensation is a token in acknowledgement of our responsibility. This type of payment would be recorded as a gesture of goodwill.

Medium impact - £50 - £250: Inconvenience and/or distress has clearly been caused because of a failure in service. Failure to follow the Complaints Policy, to investigate the complaint or poor handling of the complaint. A repeated failure of a low impact event could result in the impact being increased to a medium impact.

High impact – £250 - £500: A serious failure in service has taken place. This could either be due to the severity of the event or a persistent failure has occurred over a prolonged period or an unacceptable number of attempts to resolve the complaint. When considering payments Nehemiah will consider the level of stress, anxiety, frustration, uncertainty, and inconvenience caused to our tenant. This will include the severity, length of time, number of people affected and their individual circumstances.

Authorisation of Payments

Payments can only be authorised by managers who can authorise discretionary payments up to £150.00 and Director of Operations payments over £150.00. Requests for compensation should clearly include the following details:

- Whether the compensation is being made because of loss, damage, distress, and/or inconvenience.
- Why the compensation is being paid.
- The action the customer has taken to try and resolve the issue and any lack of action by Nehemiah Housing.
- Any specific needs the tenant has that may have been made worse by the issue.
- How the amount of compensation has been reached.

Nehemiah Housing reserve the right to use discretion when applying this policy and may deal with a complaint differently depending on the individual circumstances of the household. In such circumstances any discretion will be applied fairly and appropriately. Only one claim can be made per household.

If there has been an actual, evidenced financial loss incurred as a direct result of our mismanagement or service failure we will consider the specific circumstances when considering a payment of compensation

Compensation for distress and inconvenience will not be used to offset any arrears. Out of pocket payments will be made regardless of arrears. Payments will be made by BACS whenever possible or credited to accounts.

Offers of compensation will remain valid for 30 calendar days, after which it will be classed as being rejected. If a customer is unhappy with an offer of compensation made as part of a complaint the amount will be reviewed as part of the complaints process.