

Kingston Churches Housing Association

The Caring Professionals

COMPENSATION POLICY AND PROCEDURE

Introduction:

Kingston Churches Housing Association aims to provide a high quality service. To help us achieve consistently high standards, we have set ourselves performance targets in key areas. These are set out in our separate Customer Services Standards document. However, we accept that occasionally things can go wrong and as a result tenants may suffer inconvenience, distress or loss. In these circumstances it may be appropriate to pay compensation.

Circumstances when compensation may be appropriate:

The following circumstances may lead to compensation:

- Failure to keep an appointment without reasonable notice.
- Failure to complete certain repairs within our agreed timescales.
- Failure to provide the required quality of service resulting in distress or inconvenience.
- Failure to deliver a service for which a specific charge is made.
- Damage to tenants' decorations, fittings or fixtures during repair or improvement work.

In addition compensation may also be paid:

- Under the 'Compensation for Tenant Improvements' scheme (compensation on the termination of tenancy for certain improvements carried out by the tenant) which is included in a separate policy.

- If we ask tenants to move out of their home to carry out major works, we will pay the cost related to moving. If tenants have to move permanently they will also be entitled to a home loss payment, if they have been a tenant for a minimum period of 12 months.

Circumstances where compensation may not be appropriate:

- When the loss or damage has been caused by the tenant or a member of their family or visitor.
- When contractors cannot gain access to a tenant's home to carry out a repair.
- When unforeseen works are required and the tenant has been kept informed.
- When the loss or damage has been caused by another tenant or neighbouring occupier (e.g. leaking washing machine).

Situations not covered by this policy:

This policy does not cover:

- Claims for damage or personal injury arising out of the alleged negligence of ourselves or our contractors or agents. These will be dealt with through our insurers.
- Claims arising from incidents that would normally be covered by contents insurance, e.g. a burst pipe. Tenants are advised to take out their own contents insurance.

Claiming for compensation:

Claims should normally be made within three months of the incident. However, it is not necessary for a claim to be submitted for compensation to be paid. Staff should be alert to situations where compensation should be considered in accordance with this policy.

Circumstances when compensation may be paid:

Failure to keep an appointment without reasonable notice

If a KCHA member of staff has made a specific appointment and:

- he/she fails to arrive within half an hour of the latest agreed time, and

- has not given notice to cancel or rearrange the appointment, unless circumstances beyond our control prevent such notice being given

then compensation of £20 will be paid.

Failure to complete certain repairs within our agreed timescales

If we fail to complete certain repairs within our agreed timescales, unless parts are ordered, or unforeseen complications arise which would mean that the repair may take a little longer to complete. Tenants will be advised when this is the case. Full details of tenants Right to Repair and our emergency and urgent definitions can be found in the Tenants Handbook.

Failure to provide the required quality of service resulting in distress or inconvenience

If we fail to provide a service within the timescales promised, or we do not provide the required quality of service, then we may pay compensation if the tenant has, as a result, suffered particular distress or inconvenience.

The level of compensation will be determined by the individual circumstances but will take into account:

- The seriousness and consequences of our mistake.
- The impact on the tenant.
- The length of time the wrong has been suffered.

Payments of up to £20 can be authorised by the Housing Officer, amounts up to £250 can be authorised by the Housing Services Manager, anything above must be authorised by the Chief Executive.

Failure to provide a service for which a particular charge is made

In some properties a service charge is levied in addition to the rent. This charge is made up of a number of components relating to the service provided e.g. cleaning, heating, gardening. A full breakdown of the charge is available to the tenant.

Where there is a failure of service, compensation may be paid under the following circumstances:

- **Communal Heating and Hot Water**
If the whole property is without both heating and hot water for longer than 7 days from the time we are notified of the fault.

- **Door Entry System:**
Where the system has failed continuously for a period of 7 days or more from the time we are notified of the fault.
- **Cleaning Service:**
Where there has been a total failure of service for 28 days or more.
- **Gardening:**
Where there has been a total failure of service for 28 days or more from the time we are notified.

The amount of compensation paid will be the element of the service charge for that particular service for the period it was not available.

Compensation will be paid to all tenants affected, regardless of whether or not housing benefit has been claimed to cover the cost or where only one tenant in a scheme has notified us of that failure.

We may not pay compensation when the loss is beyond our control and/or we have given advance warning of the problem. We will not pay compensation where we have provided part-time cover for staff holidays or sickness. The policy only relates to total service failure.

Damage to tenants' decorations, fittings and fixtures during repair work

Whilst carrying out repairs there may be unavoidable damage to tenants' decorations or other fixtures and fittings.

In the case of decorations we will carry out reasonable redecoration or provide decorating vouchers for the tenant to purchase the materials to carry out the work themselves.

In the case of other fixtures and fittings, e.g. floor coverings, we will consider the circumstances of the case and may provide compensation, which could involve repair or replacement by our contractors or suppliers. We will not consider compensation if the damage occurs:

- As a result of the original fixture or fitting being incorrectly installed by the tenant.
- To a fixture or fitting that the tenant has installed without obtaining the required permission.

Damage to tenants' fixtures and fittings during major planned work:

If we are carrying out major planned work, such as central heating installation/replacement, which is likely to cause damage to the tenants' fixtures and fittings, we will try to identify this in advance and discuss with the tenants the options available to minimise the damage. If damage is unavoidable then compensation may be paid. The level of compensation will be related to the minimum amount of damage that will occur. If a tenant chooses an option that will create additional damage, e.g. the removal of a fireplace when it could be left in position, they will not receive additional compensation.

In respect of damage to decorations, decoration vouchers will be provided. In the case of fittings and fixtures compensation will be provided as per repair work.

The Right to Compensation for Improvements (see also Compensation for Tenants' Improvements)

Tenants have a right to claim compensation for certain improvements they have made to their homes, subject to the following conditions:

- The Association has given written permission for the proposed improvements
- The tenant must submit details and plans, together with costs, of the proposed improvement and advise the Association who will be carrying out the work
- The tenant allows access to an officer from the Association to inspect the works whilst they are in progress and when they are completed.
- The Association will not unreasonably withhold permission.
- The tenant should not start work until written permission is given.

Any compensation given at the end of the tenancy will deduct any current depreciation.

Any compensation due to the tenant at the end of their tenancy will be deducted from any money they owe to the Association.

If the tenancy is terminated through legal action by the Association, the tenant will not be entitled to compensation for their improvement.

Payment of Compensation

The Housing Officer can authorise payments up to £20. The Housing Services Manager can authorise payments up to £250. Any compensation over £250 must be authorised by the Chief Executive. Compensation may be provided by:

- vouchers, or
- our contractors or suppliers repairing the damage or replacing an item, or
- credit to the rent or other accounts if any money is owed to the Association by the person receiving the compensation, or
- cheque.

Appeals

Any dissatisfaction with the operation of this policy will be dealt with through our complaints procedure.