

## Appendix A

# **RUNNYMEDE BOROUGH COUNCIL**

## **Housing Services Compensation Policy**

Review due:

## **1. Introduction**

1.1 This policy sets out the Council's approach to discretionary compensation to customers who have experienced loss, damage, inconvenience or distress due to service failure or other faults by the Council.

## **2. Aim**

2.1 The aim of this policy is to ensure;

- Service failures are addressed quickly and efficiently
- Compensation is proportionate to the loss or inconvenience incurred
- A clear, fair and transparent approach to compensation
- Compliance with Housing Ombudsman and Local Government and Social Care Ombudsman guidance.

## **3. Scope, definitions and legislation**

3.1 Statutory compensation may be payable for home loss and disturbance and to council tenants under the Right to Repair provisions and for compensation for improvements made by council tenants.

3.2 This policy covers only discretionary compensation.

3.3 Compensation is a remedy in recognition of loss, suffering, injury or inconvenience. It may be a financial payment.

3.4 This policy applies to Runnymede Borough Council (RBC) tenants, applicants for housing, homeless families, leaseholders, shared owners and other service users.

3.5 This policy does not cover compensation claimed for an alleged effect on the health of the customer or a member of their household. If a council tenant is seeking financial compensation because they believe that their health has been affected by the actions, or inactions of the Council as a landlord, the Council will inform its insurers and the claim will be investigated appropriately.

3.6 If a customer raises a complaint with the Housing Ombudsman Service, having exhausted the Council's formal complaints procedure, the Council will act promptly to comply with any subsequent Ombudsman recommendation, including making any financial payment.

## **4. Policy Statement**

4.1 In most cases it is reasonable to resolve complaints and service failures by;

- Apologising for the failure
- Providing the appropriate service
- Improving processes and procedures for service delivery.

4.2 In exceptional circumstances, where the situation cannot be rectified by apology or practical action, compensation may be appropriate. The type of service failures that may trigger compensation are where the Council is responsible for;

- Failure to meet its service targets
- Failure to deliver a reasonable service
- Unreasonable actions
- Loss of amenities
- Loss of, or damage to personal property
- Customer has incurred an unreasonable expense
- Service failure which has caused material loss or harm.

4.3 Compensation is not automatic and will not apply where the service failure or mistake has not caused any problems or where the issue can be easily remedied. If compensation is appropriate, it is likely to take the form of replacement of items that have been lost or damaged, agreeing to change procedures and apology. A voucher may be offered as a good will gesture.

4.4 Compensation may be a sum of money, but the amount will be reasonable, justifiable, and proportionate and based on personal impact. It will reflect the level of inconvenience, disturbance, stress, or annoyance suffered and the extent to which the Council was responsible. It will also consider the time taken to resolve the problem and any costs incurred.

4.5 Where there is a loss of heating to a Council property, the Council will provide an alternative, temporary form of heating. Where there is evidence that this is more expensive to operate, payment will be made for the additional fuel or utility costs.

4.6 Where a de-humidifier is provided to dry out a property following a leak or a flood, the Council will pay the running costs.

4.7 All tenants/tenants of all tenures are encouraged to take out home contents insurance for their furniture, decorations, and personal possessions, to insure them against accidental damage, loss, fire or water damage, burglary etc.

4.8 Where a tenant's possessions are damaged through building failure which is not covered by their own insurance, compensation for the damaged possessions will be paid if the Council was at fault

If there is a service failure we will not refuse to compensate tenants who do not have home insurance

4.9 The Council is unlikely to offer compensation if:

- The Council has acted reasonably and complied with its legal and contractual liabilities
- The fault is caused by a third party or something RBC has no control over
- The resident could make a claim on their own insurance
- The incident was caused as a result of negligence by the customer
- There is no evidence to justify any claims for out-of-pocket expenses
- The claim is to compensate for time off work

- A Council tenant has failed to take out home insurance which would have covered their loss.

## 5. Awarding Compensation

5.1 Compensation is discretionary, and any claim will be considered on its own merit. It may be considered when a service failure is identified, or at any stage of the Council's complaints procedure. RBC may discuss the situation with the customer, and their view as to what would be an acceptable remedy will be considered.

5.2 The following will be taken into consideration when considering compensation payments;

- Quantifiable Costs – where the resident can evidence incurred costs due to service failure, reimbursement of reasonable costs may be appropriate.
- Whether the Council has failed to act reasonably in accordance with the law or its own policies and standards.

5.3 The amount of any compensation will depend on the severity of the impact, to be awarded as follows:

Level of impact	Inconvenience cause	Compensation up to maximum of	Authorisation level
	One instance of mild inconvenience caused by RBC	£100	Manager
	A succession of service failures and/or the problem has not been resolved within a reasonable timescale	£250	Head of Housing/Technical Services
	Serious or prolonged service failure resulting in severe stress, disruption, inconvenience, or loss of income	£500	Corporate Head of Housing

Annual uplift subject to CPI+1% in line with current rent increases.

## 6. Requesting & Receiving Compensation

6.1 To ensure compensation claims are considered effectively RBC will require the following information (where appropriate);

- Details on how we failed to deliver the expected level of customer experience or failed to meet an agreed service standard
- What impact this has had; and
- Any supporting evidence, for reimbursement or replacement of items receipts and/or evidence will be required.

6.2 The Council will ensure payments are made or arrangements for other remedies put in place, as soon as practicable after being agreed with the tenant.

6.3 Financial compensation can be paid in vouchers.

6.4 Financial compensation to RBC tenants will usually be paid into their rent account.

6.5 All claims for compensation will be subject to a fraud check and/or any claim for compensation that is found to be fraudulent could result in recovery action for the amount paid and/or consequences for the tenancy.

## **7. Offering and Offsetting Compensation**

7.1 Offers of discretionary compensation will be made in writing and considered to be the final settlement of the matter and will not constitute an admission of legal liability.

7.2 Any money owed to the Council including rent arrears, court costs or rechargeable repairs, will be deducted from any compensation, unless the compensation is for quantifiable losses incurred or actual damage suffered.

## **8. Monitoring and Review**

8.1 We aim to review this policy in three years to ensure it reflects current legislation and latest examples of best practice.

8.2 To help achieve our aim of continuous improvement in the services we provide and to ensure that we meet all statutory and regulatory obligations, we will monitor the effects of our policies and evaluate performance against other social housing providers.

## **9. Equalities Implications**

9.1 In producing this document an Equality Impact Assessment screening has been carried out and is available as a separate document.

9.2 An EIA is a way of assessing the impact, or likely impact, that a particular policy, procedure, or decision will have on particular groups. This is used to assess whether in making the decision whether the Council has complied with its public sector equality duty under S149 of the Equality Act 2010 (as amended) to; eliminate discrimination and any other conduct that is prohibited under this act and to advance equality between those who share a protected characteristic.

9.3 The screening found that a full impact assessment was not required.

## **10. Related strategies/Documents**

- Complaints Policy for Housing Services
- Housing Ombudsman Compensation Factsheet  
<http://www.housingombudsman.org.uk>

## **11. Version Control**

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
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V1	April 22	New Policy created, widened to include all customers of housing. Sent to HMT		Luisa Cantore-Norris	

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