

Compensation

Policy



## 1. Introduction

Warrington Housing Association (WHA) is a community-based not-for-profit housing association located in the Borough of Warrington. Our vision is to make Warrington a great place to live, in which the potential of individuals and communities can be realised. We strive to provide an excellent service to all our customers and put things right when we get things wrong.

## 2. Aims of the Policy

WHA is committed to providing excellent customer service that represents value for money to our residents, customers and partners. However, on occasion, we may get things wrong and this policy outlines where we will reimburse or compensate a customer due to a service failure. The Policy also includes details of mandatory payments we will make, for example home loss payments.

It should be noted that any discretionary offers of compensation are made without prejudice and do not signify legal responsibility or liability on the part of WHA.

Should services fall below acceptable standards, we will follow the Housing Ombudsman remedies. We will aim to put things right, apologise to the customer and resolve all concerns quickly and efficiently. Where financial compensation is appropriate, it will be proportionate to the loss or inconvenience caused.

## 3. Statutory Compensation

### 3.1 Statutory Right to Repair

Right to Repair Residents have a right to expect repairs to be completed within certain set timescales. Warrington Housing Association wants to ensure that certain small emergency and urgent repairs that affect a resident's health, safety or security are completed quickly and easily.

A qualifying repair must meet the following criteria:

- The repair must have a prescribed response timescale of either 1, 3 or 7 days
- unless the customer has requested otherwise.
- The repair must not cost more than £250 to complete, and

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- The response time must take into account the special needs of the tenant or, leaseholder including their health, safety or security.
- If contractors acting on behalf of WHA fail to complete qualifying repairs within the set time, the tenant or leaseholder should inform WHA that the repair has not been done.

WHA will then instruct a different contractor to complete the repair and will inform the tenant or leaseholder of the revised deadline for completing the work. Failure to complete the repair within the revised deadline will result in compensation being payable as follows:

- £10 as a one-off payment, and
- £2 for each day the repair continues to be outstanding after the revised time period up to a maximum of £50.

Right to Repair compensation will not be payable if exemptions are identified including missed appointments by the tenant or leaseholder, or if the repair value exceeds £250.

The compensation will not be paid if the resident fails to provide access to carry out the works.

### 3.2 Home Loss Payment

This applies when a tenant has to move from their home, (i.e., decanted) due to redevelopment, improvement works or demolition. We will make Home Loss Payments to tenants & leaseholders if we need them to move from their homes permanently due to demolition, sale of land or major works.

For tenants, the payment will not exceed £8,100 (this figure is current as of Sept 2024). These amounts are reviewed by the government annually every October and the relevant amounts should be applied at the time.

Leaseholders are entitled to receive 10% of the market value of their home, up to a maximum of £8,100.

It does not apply where a tenant is temporarily moved from their home to facilitate a repair (including major repairs) or any other reason where a tenant will be able to return to their home following the move. The Home Loss Payment is set by statute and will only apply where the tenant has been living at the property over the last twelve months and is required to move permanently by WHA. It can be claimed up to six months after the move.

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### 3.3 Disturbance Payment

This payment is made to cover reasonable moving costs where a tenant is temporarily moved to another property, or to tenants who have lived at a property for less than 12 months and are required to move home permanently.

The disturbance payment needs to be equal to the reasonable costs of moving the tenant from their home.

WHA will pay a disturbance payment for the following:

- Disconnection and reconnection of appliances and utilities if appropriate.
- Where applicable, removals (including returning to the property).
- Installation of disability aids and adaptations where WHA has failed to find a pre-fitting adapted house for the tenant.

Tenants wishing to make a claim should provide WHA with receipts for the claimed items. Alternatively, WHA may make arrangements directly in consultation with the tenant, and no monetary payment will be made to the tenant.

## 4. Discretionary Compensation for Service Failure/Damage to Property

This is where there has been avoidable inconvenience, distress, detriment, or other unfair impact as a direct result of a service failure by Warrington Housing Association.

WHA recognises that whilst the impact of a service failure cannot simply be remedied by a financial payment, a payment may be made in recognition of the impact, and to acknowledge how the customer has been affected.

The following points will be considered when looking at awarding a discretionary payment:

- The length of time involved of any avoidable inconvenience, distress or detriment.
- The severity of the service failure.
- Any vulnerabilities that may have worsened the impact.
- Evidence of poor complaint handling.
- Actions by WHA or the customer which either mitigated or contributed to the inconvenience, distress, detriment or unfair impact.

The compensation payable will be reviewed on a case-by-case basis.

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The compensation offered may include an aspect of quantifiable financial loss, and discretionary payment or may be one or the other.

The table below provides indicative guidance on level of compensation payable:

Impact	Discretionary Award	
Minor	£25 - £100	Where the customer has suffered minimal detriment but a gesture from WHA may be appropriate.
Moderate	£100 - £300	Where there has been some inconvenience, distress or other unfair impact as a result of service failure.
Severe	£300 - £750+	Where there has been significant inconvenience, distress or other unfair impact as a result of service failure or persistent failure leading to prolonged delay.

A payment of quantifiable financial loss will be determined by the actual value of the loss or property, taking into account wear and tear of the item.

A discretionary payment should be fair and reasonable, reflect the level of impact on the customer as a result of any fault identified, and the length of time taken to resolve the service failure.

There is no right to compensation, and this will not be awarded where the service failure has not caused any avoidable inconvenience, distress, detriment or other unfair impact and has been easily and quickly resolved.

## 5. When Compensation Will Not Be Paid

WHA will not pay compensation:

- For claims that would be dealt with by WHA’s insurers.
- For personal injury claims.
- For damage caused by circumstances outside of WHA’s control (acts of God such as storm or flooding).
- For problems caused by a third party not working on behalf of WHA.

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- For problems caused as a direct result of negligence by the tenant or their failure to comply with the terms of their tenancy, such as not providing access to complete required work.
- Lost, stolen, broken or damaged possessions through no fault of WHA.
- Where damaged items have been removed or replaced before WHA has inspected them.
- Damage to decoration – some repairs may damage a tenant’s decorations. WHA will always attempt to ‘make good’, however if WHA is unable to source an ‘exact match’ to the existing decoration WHA would not offer compensation.
- Claims for loss of earnings or annual leave where WHA has attended within target timescales.
- To reimburse legal fees and any disbursements, where a customer has obtained legal advice and assistance to make a complaint to WHA.
- When the claim relates to new or newly refurbished properties covered by a defects liability warranty. In this case the developer/contractor is responsible for making good any defects. WHA would only act as an intermediary in this case.
- For claims that are covered by a tenant’s contents insurance, where there is no service failure identified.

Tenants are responsible for insuring the contents of their home. Where a tenant does not have contents insurance, WHA is not liable to provide **reimbursement, unless there is a service failure.**

## 6. Request for a review of a Compensation Decision

Where a compensation claim is linked to a complaint, we will follow the Complaints policy/procedures to resolve the compensation claim.

Where the compensation claim does not relate to a complaint (e.g., statutory compensation payments), and the tenant is unhappy with the level of compensation offered, the tenant’s dissatisfaction will be dealt with as a Stage 1 complaint.

## 7. Making and Handling Compensation Claims

Residents can make a claim for compensation in several ways. These include:

- advising any member of WHA staff
- Speaking to our Customer Support Team by telephone 01925 246810
- By email [admin@wha.org.uk](mailto:admin@wha.org.uk)

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All claims for compensation will be acknowledged by the Customer Support Team within 2 working days. Timeframes for completing assessments will be discussed with the tenant. Staff may advise, but not support tenants in making compensation claims. For those tenants who may need assistance to submit a claim, staff should signpost them to consumer organisations such as Citizens' Advice.

## 8. Investigation and Assessment of a claim for Compensation.

All requests for compensation will be investigated by the appropriate head of service. When assessing the level of compensation to be offered, the following should be considered:

- the cause of the issue for which redress is being sought.
- whether they have specific needs that were made worse by the issue/situation
- the difficulties the tenant experienced when living with the issue and in dealing with us to resolve it (e.g., the time, effort and level of distress/ inconvenience caused to the tenant by the service failure)
- any direct monetary loss incurred by the tenant e.g., missed appointment resulting in fine or out-of-pocket expenses (proof needed)
- how we communicated with the tenant.

## 9. Legal and Regulatory Framework

This Policy has been developed based on the below legislation/regulatory framework:

- Section 96 of the Housing Act 1985 sets out the Right to Repair for secure tenants, which we extend to our assured tenants
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Sections 30(1) and 30(2) of the Land Compensation Act 1973 prescribes for home loss payments
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022 set the current amounts payable
- Environmental Protection Act 1990
- Commonhold and Leasehold Reform Act 2002
- Health & Safety at Work Act 1974
- Gas Safety Regulations
- Equality Act 2010
- Defective Premises Act 1972
- Complaints Policy

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**10. Monitoring, review, and evaluation**

We will monitor all compensation claimed, awarded and refused. We will record the type, amount, and the reasons for the decision. This information will be included in Board assurance reports. The data will be evaluated for consistency which will help shape our improvement plans. The policy will normally be reviewed on a three year cycle or following any legislative or organisational change or changes in industry standard, whichever is sooner.

**11. Equality, diversity, and inclusion**

WHA believes that all people should be treated with dignity and respect regardless of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including, nationality, ethnic or national origins), religion, belief or non-belief, sex, or sexual orientation, gender reassignment or by association with someone with any of these characteristics or perception of having any of these characteristics and is committed to promoting diverse and happy neighbourhoods. All reasonable assistance and adjustments will be provided.

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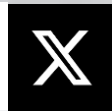
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