

## Governance Information

<b>Applicable Legislation</b>	<ul style="list-style-type: none"> <li>· Equality Act 2010;</li> <li>· Land Compensation Act 1973;</li> <li>· Right to Compensation for Improvements, part 1 of the Landlord and Tenant Act 1972;</li> <li>· Right to Repair provisions, section 121 of the Leasehold Reform, Housing and Urban Development Act 1993;</li> <li>· The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994;</li> <li>· The Housing Act 1985 and 1988.</li> </ul>
<b>Policy owner</b>	Director of Operations
<b>Approved by</b>	CMT
<b>Regulatory reference</b>	Transparency, Influence & Accountability Standard
<b>Date approved</b>	13th August 2024
<b>Review date</b>	August 2026
<b>Stakeholders consulted</b>	IDS Tenants via CX survey and tenant forum
<b>Version</b>	V.2 drafted June 2024

## Contents

Governance Information	1
1. Policy Statement	2
2. Purpose	2
3. Scope	2
4. Types of Compensation	2
5. Mandatory Compensation	3
6. Quantifiable Loss Compensation	3
7. Discretionary Compensation	3
8. Missed Appointments	5
9. Exclusions	5
10. Claims & Appeals	5
11. Roles & Responsibilities	6
12. Equality Impact Assessment	6
13. Policy Review & Monitoring	6
Appendix A: Right To Repair Scheme	7

## 1. Policy Statement

---

- 1.1 At the Industrial Dwelling Society (herein known as IDS) we are committed to delivering high-quality services to our residents. We recognise that occasionally, service failures or disruptions may occur, impacting the satisfaction and well-being of our residents. This policy outlines our approach to compensation payments to ensure fairness, transparency and accountability.

## 2. Purpose

---

- 2.1 We adhere to the following principles to set out a clear and consistent framework for addressing compensation, and to ensure that our residents receive fair and timely redress:
- **Fairness** - All claims for compensation will be assessed objectively and impartially, with consideration given to their individual circumstances and the impact of the service failure on them.
  - **Transparency** - The process for claiming compensation will be clear, accessible and understandable. We will be clear about the basis for our decisions, ensuring our residents are fully informed.
  - **Timeliness** - Compensation claims will be handled promptly and efficiently. We will adhere to agreed timelines for acknowledging, investigating and resolving claims to minimise inconvenience to our residents.
  - **Proportionality** - Compensation amounts will reflect the severity and impact of the service failure, ensuring a balanced and fair outcome.

## 3. Scope

---

- 3.1 This policy applies to all to IDS employees, residents and representatives of IDS, including contractors and third parties who carry out duties on our behalf.
- 3.2 This Policy covers Mandatory, Quantifiable Loss and Discretionary compensation payments.
- 3.3 This Policy does not cover Homeloss & Disturbance payments, these are covered in our Decant Policy.
- 3.4 This Policy should be read in conjunction with the following IDS policies: Complaints Resolution; Repairs & Maintenance; and Decant Policies.

## 4. Types of Compensation

---

- 4.1 There are three types of compensation that will be considered by IDS and are covered in this Policy:
- **Mandatory** – these are payments that we're obliged to make, normally due to legal obligations. These will be paid in line with relevant legislative guidelines.
  - **Quantifiable loss payments** – also referred to as 'reimbursement payments.' These are payments where there is demonstrated actual loss incurred by a resident because we have failed to meet our obligations, such as increased heating bills or having to pay for alternative accommodation. These costs must have been reasonably incurred and evidence of such loss will need to be provided to us.
  - **Discretionary payments** – these are payments that we choose to make due to the negative impact a service failure has had on a resident. This could include cases where we have failed to follow policy and procedure or loss of a service.

## 5. Mandatory Compensation

---

### 5.1 Home Improvements

5.1.1 IDS tenants who have carried out improvement work to their home may be entitled to compensation for those improvements at the end of their tenancy. The work is subject to an eligibility criteria which includes being carried out after April 1994 and with the written consent of IDS.

5.1.2 The amount paid takes into consideration the eligible cost of the improvement, the notional life of the item and the number of years since the improvement was carried out.

### 5.2 Right To Repair

5.2.1 IDS will comply with the provisions set out in the Right To Repair scheme which is designed to give compensation to tenants where certain 'qualifying' repairs are not done within a prescribed period.

5.2.2 The Right to Repair Scheme covers small, urgent repairs costing up to £250 that, if not carried out within a reasonable short, prescribed period of time, are likely to jeopardise health or safety of a resident. The repairs that qualify are set out in legislation. See Appendix A for details of the Right To Repair scheme.

5.2.3 For these payments there is a standard rate of £10 plus £2 for each day the repair is overdue, up to a maximum of £50.

### 5.3 Ombudsman Orders

5.3.1 If an IDS tenant is not happy with the service provided by us they can complain to the Housing Ombudsman Service (HOS), as set out in our Complaints Resolution Policy. The HOS may order us to pay compensation to our tenant if we have been found responsible for service failure, maladministration or severe maladministration.

5.3.2 In these circumstances we will not offset the payment against any rent or service charge debt that the resident may owe to IDS.

## 6. Quantifiable Loss Compensation

---

6.1 We may reimburse our residents for any out-of-pocket expenses that they have incurred due to service failures caused by us.

6.2 We will ask for evidence that this expense has been incurred because of our failure to resolve the issue. This would usually be in the form of receipts, bank statements or utility bills.

6.3 Where alternative sources of heating and/or hot water are required due to a repair related issue, IDS will supply these. IDS will make a payment to cover the daily increased energy costs associated to this. This amount will be reviewed on a case-by-case basis depending upon bills or receipts provided.

## 7. Discretionary Compensation

---

7.1 IDS may award a discretionary compensation payment in the following circumstances:

- Poor complaint handling
- Delays in providing a service e.g. undertaking a repair
- Failure to provide a service that has been charged for (eg. Cleaning or gardening)
- Temporary loss of amenity

- Loss of use of part of the property
- Failure to follow policy and procedure
- Unreasonable time taken to resolve a situation.

7.2 These payments will be dependent upon the severity of any service failure and the associated impact. We will assess whether the failure has had a minor, moderate, or severe impact on the resident, and we will take into account vulnerabilities and identify whether the impact worsened through disability, age or the presence of young children.

7.3 This is how IDS will assess and award discretionary compensation payments:

Minor Disruption	Moderate Disruption	Significant Disruption
Up to £100	£100 - £500	Over £500
This has caused disruption, distress or inconvenience for a short duration of time.	This has caused a high level of disruption, distress or inconvenience over an extended length of time. The impact on the person isn't permanent or significant.	There have been numerous missed opportunities to resolve the problem. This has caused a significant level of disruption, distress or inconvenience to the resident over an extended period of time.

7.4 We follow the Housing Ombudsman Service's guidance on remedies as a guide to calculating the compensation payable. However, we will apply discretion and flexibility on a case-by-case basis.

7.5 We may decide that it is appropriate to remedy a complaint with actions separately from or in conjunction with an offer of monetary compensation. These can include vouchers, flowers or providing an additional service (i.e. re-decoration, which would have otherwise been the resident's responsibility).

7.6 On repair related issues where part of the home is out of use for a period of time, we may base compensation on a percentage of the weekly rent and or service charge. See section 7.8 below for details.

7.7 Where IDS residents pay charge for a service (known as a service charge) and it is evidenced that we have failed to provide that service, we will make a payment to the value of the service charge for the period in question.

7.8 If an IDS resident loses an amenity or use of a room in their home because of IDS not completing repairs within our prescribed timescales we will award a discretionary payment using these guidelines:

Loss of Amenity or Room	Discretionary compensation payment equivalent to % of daily rent	Timescale after which payment is applicable
Complete loss of Electricity or Gas	100%	24 hours
Complete loss of heating and/or hot water	50%	48 hours
Complete loss of Kitchen	50%	48 hours
Complete loss of bathroom / toilet facilities	50%	48 hours
Complete loss of bedroom	25%	5 working days
Complete loss of living room	25%	5 working days

## 8. Missed Appointments

---

- 8.1 If an IDS employee, or a contractor working on our behalf, fails to attend an agreed appointment a payment of £15 will be payable. Any further missed appointments for the same job will be payable, up to a total value of £90.
- 8.2 To qualify for a missed appointment payment, the resident must have been available to allow access during the appointment time and have agreed the appointment in advance.
- 8.3 A payment will not be made if we have given reasonable notice in advance that the appointment has been rescheduled or cancelled.

## 9. Exclusions

---

- 9.1 IDS will not consider awarding compensation in the following circumstances:
- The fault of a third party such as a utility company – electricity, water, gas, but not including our contractors;
  - Beyond our control e.g. severe weather;
  - Insurance claims relating to financial loss, damage to third party property or personal injury which will be dealt with in accordance with our insurance procedures or contract preliminaries;
  - Payments resulting from tribunal or legal proceedings;
  - Where the loss is due to the lack of action, wilful damage, misuse or negligence by a resident, their family or visitors;
  - For damage to personal belongings. We expect IDS residents to have appropriate home contents insurance;
  - Where the resident has denied access to a repair;
  - Where the resident has unreasonably prevented a resolution;
  - For loss of earnings.

## 10. Claims & Appeals

---

- 10.1 IDS residents who believe that they may be entitled to a compensation payment from IDS must make a claim to us within 28 days of being aware of the issue.
- 10.2 All IDS residents have the right to appeal should they be unhappy with the compensation offered. An appeal must be made within 5 working days from the date of the decision letter, and will be acknowledged within 3 working days with a full response provided within 10 working days in line with our Complaints Policy. All appeals will be reviewed by an IDS senior manager not involved in the original award of compensation.
- 10.3 If compensation has been offered as part of a resolution to a complaint and the complainant is unhappy with the compensation offered, there is an escalation process in the Complaints Resolution policy that should be followed.

## 11. Roles & Responsibilities

---

<b>CMT</b>	2 members of CMT review and agree or challenge compensation amount in line with financial regulations
<b>Operations Director</b>	Overall responsibility for the delivery and review of this policy
<b>Head of Service</b>	Responsibility for the delivery of a consistent and fair approach to managing the payment of compensation in line with this policy
<b>All resident facing teams</b>	Awareness of the policy in managing day to day complaint handling and or compensation requests

## 12. Equality Impact Assessment

---

An Equality Impact Assessment has been completed for this Policy.

## 13. Policy Review & Monitoring

---

- 13.1 We will review this policy every 2 years, or following legislative change, to ensure the Policy remains effective and complies with current legislation and good practice.
- 13.2 All relevant KPI's aligned to the management of awarding compensation are regularly monitored and reviewed. We will routinely monitor our performance at the operations management team meeting in implementing this policy.

## Appendix A: Right To Repair Scheme

---

### Repairs available under the right to repair scheme

Only certain types of repairs are covered under the right to repair scheme. These are called qualifying repairs. They include insecure windows and doors, unsafe power sockets or electrical fittings, leaking roofs and broken entry phone systems. A full list of the qualifying repairs is set out below.

A repair won't qualify for the scheme if:

- it exceeds an estimated cost of £250, or
- if IDS isn't responsible for the repair.

The repair may be inspected before IDS decides if it's a qualifying repair. If it isn't a qualifying repair, we will contact you and tell you that the scheme doesn't apply.

### What happens when you report a qualifying repair?

When you report a qualifying repair, IDS must issue a repair notice to a contractor and send you a copy with information on how the right to repair scheme works. There will be a time limit for the contractor to do the work by, which will depend on the repair needed.

### What happens if the work isn't done in time?

If the repair work isn't done within the specified time limit, you need to tell IDS and ask for another contractor to do the work. If another contractor is available, IDS must issue a repair notice to them and send you a copy. IDS can only use contractors on our list.

### What happens if you're not in when the contractor calls?

If you're not at home to let the contractor in as arranged, the scheme no longer applies.

### Claiming compensation

If the second contractor doesn't do the repair work within the time limit, you'll get £10 in compensation. For every extra day you wait, you'll get another £2. The most compensation you can get for any one job is £50.

If you have any rent arrears, IDS may use the compensation to reduce the arrears rather than paying you the money.

## Qualifying repairs under the right to repair scheme for local authority tenants

Repair type	Response time (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
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7