

Remedies and Compensation Policy

Scope of Policy

This policy sets out how Platform Housing Group (the Group) will deal with remedies and compensation claims made by its customers.

Applicability

This policy applies to all customers occupying properties owned by the Group. It also applies to applicants to our properties as well as former customers (provided the issue has been raised usually within a six-month period). Contractors providing services on behalf of the Group will also be expected to follow this policy.

1. Policy Statement

- 1.1 We aim to provide an excellent service to all customers. We acknowledge, however, that occasionally things go wrong and the service fails to meet our standards. In such circumstances, it may be appropriate to provide some form of remedy or redress.
- 1.2 Providing a fair and proportionate remedy is an essential part of successfully resolving a complaint. This is recognised by part 6 of the Housing Ombudsman's Complaint Handling Code, which is dedicated to 'Putting things right.' This policy sets out the actions we will take to put things right and to make sure our customers are treated fairly.
- 1.3 In applying this policy, we will be careful to manage customers' expectations and not promise anything that we cannot deliver or that would cause unfairness to others. We will ensure that any remedy we offer clearly sets out what will happen with a clear timeframe (in agreement with the customer where appropriate).

2. Our Approach

- 2.1 We will consider offering remedies and compensation payments when a customer has suffered distress and inconvenience, unnecessary time and trouble or actual financial loss due to an action or omission on our part. Examples where we may offer remedies include where:
 - A customer has experienced unreasonable delay or a sub-standard service.
 - A customer has been provided misleading, insufficient or inadequate information.
 - We failed to follow our policy and procedure without good reason.
 - A customer has experienced unprofessional behaviour by our employees or contractors.
 - A customer has experienced a loss of facilities or use of all or part of their home.
 - A customer has experienced financial or material loss.

2.2 This policy recognises that an appropriate remedy should normally also include:

- a sincere and well worded apology
- recognition that things have gone wrong and the customer has been impacted
- an explanation for any shortfalls in service
- details of any learning and the action taken to improve the service

Any learning identified will be clearly set out in our response, together with the actions being taken to improve the service. Examples include further employee training, changes to policies or procedures or an overhaul of record keeping.

3. Aims and Objectives

3.1 This policy aims to ensure that we:

- Take a fair, equitable and consistent approach towards remedies.
- Act in line with the Ombudsman's Complaint Handling Code.
- Have a customer centred approach and empower employees to reach fair outcomes.
- Encourage a broader approach towards remedies and consider other actions we can take beyond just offering compensation.
- Provide remedies that are proportionate to the service failure and reflect the impact on the customer.
- Consider remedies based on the merits and circumstances of each individual case.

4. Assessing Remedies

4.1 We will complete a thorough investigation to understand the full facts of the case, the extent of any service failure and the impact on the customer.

Once we have established the full facts, we will consider what a proportionate and fair remedy looks like. Things to consider include:

4.1.1 Statutory Payments

These are referred to in more detail in our **Tenancy Management Policy**:

- Emergency, Temporary and Permanent Rehousing (Decants)
- Home loss and disturbance payments under the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) (England) Regulations

4.1.2 **Quantifiable Loss**

Such as:

- Increased heating/energy bills due to our failure to complete a repair.
- Take-away meals when disrepair makes a kitchen unusable.
- The cost of replacing damaged household items.
- The cost of reasonable alternative accommodation if our failure to repair has made the home uninhabitable.
- Decorating costs after repairs where 'make good' works have not been adequately completed.
- Any costs should have been reasonably incurred, and we will ask for receipts as evidence. We will consider whether it would have been appropriate for a customer to have notified us before incurring expenses whilst always taking the urgency of a situation into account.

4.1.3 **Distress and Inconvenience**

This should be considered when our actions or inactions have caused:

- Upset, discomfort, worry, frustration or uncertainty.
- Expectations to be mismanaged.
- Evidence of having been treated differently to others.
- Problems through delays in us resolving matters or through poor complaint handling.

Examples of where distress and inconvenience could be experienced include where:

- A customer has gone for an extended period without an essential amenity e.g., heating or hot water.
- A customer has lived for an unreasonable period in a property that is in a poor state or repair or in damp and mouldy conditions.
- Where we have failed to follow our Anti-Social Behaviour (ASB) Policy and procedure.

4.1.4 **Time and Trouble**

Pursuing a complaint with us will inevitably incur a certain amount of time and trouble as well as some minor costs e.g., phone calls. We will consider whether any time and trouble incurred by a customer was more than would be reasonably expected i.e., the number of telephone calls, office visits, emails and letters required before the problem was resolved.

Common examples where we will consider time and trouble include where a customer has had to chase us to an unreasonable extent to get a repair completed or their complaint escalated through all stages of our complaints procedure.

4.1.5 **Consider the Individual**

We will consider whether any known disabilities or vulnerabilities compounded any adverse impact experienced by a customer. For example, the impact of being without heating or hot water during winter is likely to be very different for an older, disabled resident than for a younger resident who is out at work during the day.

If we are aware that a customer has vulnerabilities, such as being elderly or having mental or physical health conditions, we will take this into account when considering the overall impact and it will be reflected in any remedy.

4.1.6 **What is the Customer Seeking as an Outcome?**

We will ask the customer what their desired outcome is and work towards achieving this as far as possible.

4.1.7 **Did the Customer Contribute Towards any Delay or Failure to Resolve the Issue?**

If the customer's actions have influenced our ability to complete an action or deliver a service, we will factor this in to make sure our remedy is balanced and proportionate. For example, did the customer:

- Fail to communicate clearly with us.
- Not bring matters to our attention within a reasonable timeframe.
- Decline to help clarify their complaint.
- Not respond to contact from us.
- Repeatedly refuse access to inspect and assess their property.
- Pursue their complaint in an unreasonable or excessive way.

4.1.8 **Cumulative Impact**

Recurring issues, such as sewage leaks or boiler failures, will have a cumulative impact on a customer. There may also be factors beyond the substantive issue that will have a cumulative impact. For example, delays in attending to a leak may cause damage to property and belongings. There may also have been missed appointments, failures in communication, or poor behaviour by an employee or contractor. These additional factors will all be recognised in the remedies offered.

4.1.9 **Medical Evidence**

We would not be expected to establish any causal link between any service failures and the complainant's health. If a customer is seeking damages for the impact on their health, this should be dealt with via a personal injury claim. It is nevertheless reasonable to expect us to recognise and acknowledge any medical evidence that a customer may have provided (for example a doctor's letter advising that the customer's asthma has been compounded by damp and mouldy conditions) and to factor this in when considering any compensation for distress and inconvenience.

4.2 **Practical Actions**

Aside from compensation, we will consider offering to undertake other (discretionary) actions to resolve a dispute either instead of or in addition to offering financial redress. Where **practical and appropriate** such actions could include:

- Garden maintenance/clearance
- Redecorating
- Undertaking repairs that are outside our normal repairing obligations
- Agreeing to work outside normal contractual hours

4.3 **Goodwill Gestures**

Goodwill gestures can be offered in situations where something minor has happened and a customer has been upset but this is not necessarily due to any fault on our part. They are intended to restore damaged relationships and can include shopping vouchers, flowers or chocolates. Such gestures should be carefully considered and may depend on our relationship with the customer.

4.4. **Exceptions**

Cases where we may not offer compensation include where:

- The service failure was the fault of a third party such as a utility company – electricity, water, gas etc.
- The failure was beyond our control - e.g., severe weather or where we have advised in advance that a service will not be available.
- The issue is subject to tribunal or legal proceedings.
- The incident was caused by a customer's failure to comply with the terms of their tenancy or lease e.g., to provide access to their home for essential work.
- A personal injury claim has been lodged (this will be managed by our Legal Team).

4.5 **Loss of Wages**

We do not generally reimburse customers for time off work, loss of wages or loss of employment whilst repairs are carried out as customers are required to give access for repairs to be carried out as required.

There may be circumstances when it is appropriate to pay compensation in recognition of any inconvenience where repairs appointments are repeatedly missed or fail to resolve the repair issue.

4.6 **Compensation for Damage or Loss**

Customers are usually expected (through a clause in the tenancy agreement) to have their own contents insurance in place and, where appropriate, should be advised to claim for loss or damage to personal possessions or household items from their insurer. However, if there is any suggestion or allegation that our actions or inactions have resulted in the damage to belongings, we will investigate and establish what happened before causing a customer the added inconvenience (and possible cost due to an increased premium) of requiring them to make a claim through their own insurer.

If we are at fault, we will take appropriate steps to put things right, which could include replacing any damaged belongings or referring the issue to our insurer. This is commensurate with the guidance issued by the Housing Ombudsman which sets out how it expects landlords to handle complaints where insurance claims are involved - [Housing Ombudsman Service - Guidance on complaints involving insurance issues](#).

4.7 **Compensation Guide**

We will use the Compensation Guide (see **Appendix 1**) as a guide in assessing the appropriate level of compensation for time and trouble and distress and inconvenience in each case.

In some cases we will consider reimbursing a customer a proportion of their rent for the period covered by their complaint. The percentage will depend upon the level of detriment experienced by the customer and the impact that this had on their use and enjoyment of their property.

Compensation payments will be considered where we have failed to complete repairs within our published timescales which has resulted in loss of an amenity or loss of a room. The Compensation Payment Schedule (see **Appendix 1**) outlines the level of compensation that may be paid.

4.8 **Failure to Supply Services Subject to a Service Charge**

Compensation or a refund will be payable if services, which are subject to a service charge, are not supplied for over 15 working days and no temporary arrangements are put in place e.g., loss of caretaking. In these circumstances customers will normally be recompensed by a reduction in the service charge for the following year.

Occasionally compensation or a refund based on the charge made for the specific service may be paid at the time of the service failure. Generally, in these instances, a group of customers will be affected by the loss of service. We will ensure all customers are treated the same in relation to the payment of compensation or reduction in service charge.

5. Paying Compensation

- 5.1 Any compensation awarded will normally be offset against any debt, although we may consider a direct payment to be appropriate in some circumstances. For example, if the compensation is for actual financial loss or damaged belongings, it will be paid directly to the customer, regardless of any debt.

Any compensation awarded by the Housing Ombudsman Service, following an investigation, should also be paid direct to the customer and not offset against any debt.

In the event that a customer is deceased, we will need to see evidence that the person acting on their behalf is the executor or administrator of their estate before any compensation awarded is paid. This evidence would normally need to be in the form of a Grant of Probate or Letters of Administration (if no will is in place).

6. Complaints

- 6.1 The Group aims to meet the needs of its customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong and customers may wish to complain. Should the need arise to make a complaint, please refer to the Group's Complaints, Comments and Compliments Policy.

7. Equality and Diversity

- 7.1 We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies.

Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly. An Equality Impact Assessment is to be carried out on this policy.

8. Monitoring and Review

- 8.1 Key performance information will be provided to the Senior Leadership Team which will determine the effectiveness of this policy.
- 8.2 This policy will be reviewed every three years or on the introduction of new legislation, best practice guidelines or required operational changes, whichever is the sooner.
- 8.3 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until a new version is available.

9. Associated Documents/Policies

9.1 List of documents/associated policies/publications:

- Complaints, Comments and Compliments Policy
- Complaints Procedure Summary – employee guidance
- Customer Commitments
- Tenancy Management Policy

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| Author: | Gemma Boulton |
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| Version 2 Approved by: Approved date: Release date: | Executive Team 03/2019 03/2019 |
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| DPIA completed: | No |
| EIA completed: | To be completed |
| Employee Handbook amends: | No |

Appendix 1

Compensation Guide

| | | |
|------------------------------------|--------------|---|
| Low level impact | Up to £350 | Short duration, mild inconvenience, could include poor complaint handling |
| Medium to high level impact | £350 to £850 | A series of service failures and/or the problem is not resolved within a reasonable timescale causing moderate to high levels of distress and inconvenience |
| High to severe level impact | £850 plus | Serious or prolonged service failure(s) (could include loss of facilities) resulting in severe stress, disruption and inconvenience |

Compensation Payment Schedule

| Reason for Compensation | Amount |
|--|---|
| Missed appointments | £10 |
| Loss of all heating (where no alternative, temporary heating is provided) | £20 plus £5 for each day on which facilities are unavailable, beyond the day when the repair should have been completed |
| Loss of hot or cold water | |
| Loss of the use of WC | |
| Total loss of power | £10 per day after target timescale elapsed |
| Loss of cooking facilities | £10 per day per adult household member and £5 per day per child after target timescale elapsed |
| Total loss of showering/bathing facilities | £5 per day per adult household member after target timescale elapsed |
| Total loss of use of kitchen or bathroom | 25% of daily rent after initial 48 hours |
| Total loss of use of bedroom | 20% of daily rent after initial 48 hours |
| Total loss of use of all bedrooms resulting in inability to sleep in property | 100% of daily rent after initial 48 hours |
| Total loss of living room | 10% of daily rent after initial 48 hours |