



Title of policy:	Compensation and Remedy Policy
Version:	1.1
Purpose:	
Updated:	February 25
Next review:	February 26
By:	Director of Customers

Scope

We aim to provide excellent services to customers. However, on occasions, customers may suffer some disadvantage, inconvenience, or loss because of our actions or mistakes and that in some instances compensation will be appropriate.

This policy covers both discretionary compensation which relates to loss, damage, or inconvenience due to a failure in service and statutory (obligatory) compensation.

The aim of compensation is to provide redress to restore a person to the position they would have been in had the service failure not occurred.

Many remedies are available to put a situation right, and we may take actions either separately from, or in conjunction with an offer of compensation. These may include practical actions, such as offering to complete repairs or redecoration which would otherwise be your responsibility, or gestures of goodwill, for example vouchers or flowers.

In some instances, financial compensation may be the only and appropriate form of resolution. This is not automatic and won't apply where the service failure or mistake has not caused any inconvenience and has been easily and quickly remedied.

We will refer to the Housing Ombudsman for guidance on appropriate remedies and may offer our discretion in following their updated guidance.

Compensation payments must be fair and proportionate. Each case should be considered on its individual merits and discretion and common sense need to be applied, while promoting consistency. Compensation payments over £500 require approval from a member of North Stars Senior Management Team.

Responsibility will also be taken for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on our behalf.

Where possible we look to add value by looking beyond the circumstances of the individual complaint and consider how we can improve our processes and systems as a result of any failures.

Aims and Objectives



We aim to provide an excellent and reliable service to our customers and to resolve issues before the need for a compensation payment arises. If service fails or falls below our published standard, then we will put the matter right.

The aims of this policy are to:

- Set out the circumstances under which compensation can be paid and/or a good will gesture may be made.
- Ensure payments are properly assessed and controlled.
- Ensure consistency whilst considering the individual circumstances of customers.

In operating this policy, we will comply with all legal and regulatory requirements including but not exclusive to the following:

- Requirements of the Equalities Act 2010
- Right to Repair (introduced as part of the Citizens Charter Scheme 1st April 1994)
- Right to Compensation for Improvements (introduced as part of the Citizens Charter Scheme 1st April 1994)
- Home Loss and Disturbance Payments (Under the terms of the Land Compensation Section 30 Act 1973 as amended)
- The Housing Act 1985 and 1988 as amended
- Leasehold Reform, Housing and Urban Development Act 1993
- Localism Act 2011,
- Housing Act 1996 (schedule 2)
- General Data Protection Act 2018,
- Housing Ombudsman Scheme,
- Tenant and Involvement Empowerment Standards as set out by the Regulator of Social Housing

Related Policies

Definition

Compensation payments are made when a person has experienced a delay or has incurred additional costs because of a service failure on our part or if we have failed to carry out a service within our published guidelines.

Categories of Compensation

There are three types of compensation categories.

- mandatory (such as statutory home loss payments)
- quantifiable loss payments (where people can demonstrate actual loss)
- discretionary payments (for time and trouble/distress and inconvenience)

Mandatory Compensation

Mandatory payments are made where we have a legal duty to do so. This can include home loss, disturbance, improvements, and payments under the Right to Repair scheme.



Quantifiable loss payments

Compensation for quantifiable loss could be considered because of increased heating bills due to disrepair, having to pay for alternative accommodation or take away food, paying for cleaning or carrying out repairs where we have failed to meet our obligations. Any such costs must have been reasonably incurred and evidence of such loss must be provided.

Discretionary payments

Discretionary payments can be considered when there has been:

- poor complaint handling
- delays in providing a service e.g., in undertaking a repair
- failure to provide a service that has been charged for
- temporary loss of amenity
- failure to meet target response times
- loss of use of part of the property
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation

We may offer a goodwill gesture if appropriate in some circumstances to accompany any apology. This may include vouchers, flowers, or chocolates.

When will we not consider paying compensation

- Compensation would not generally be paid in the following circumstances. Where the fault is caused by a third party (not working for North Star) or something we are not responsible for
- Where the incident was caused by the negligence of the customer or their failure to comply with terms of their tenancy such as not providing access
- Circumstances beyond our control such as damage caused to decoration or personal effects due to storm/floods
- Personal injury claims which will be referred to our insurers
- We will not compensate residents for loss of earnings

Levels of Compensation

The maximum amount that can be awarded is calculated based on the extent of the service failure and impact to the customer.

Level of disruption caused by the service failure		
Minor Disruption	Moderate Disruption	Extensive Disruption
Up to £50	Up to £150	Up to £300

Minor Disruption - Where the tenant has not suffered significant inconvenience or distress because of the compensation event.

Moderate Disruption - Where there is clearly an occasion where the service provided has fallen below or repeatedly failed to meet the required standards.

Extensive Disruption - Compensation will be paid when there has been a serious failure in service standards. This could either be the severity of the failure or a persistent service failure over a prolonged period.



Level of Impact				
Degree of North Star responsibility	No Impact	Minor Impact	Medium Impact	Major Impact
None	£0	£0	£0	£0
Partial	£0	£25	£50	£100
Full	£0	£50	£200	£500

Missed appointments

Where it is confirmed that an appointment, we arranged between a customer and a repairs contractor to carry out a day-to-day repair (excluding communal areas) was missed by the contractor through no fault of the customer, we will award £10 compensation. If a new appointment is made and missed a further payment of £25 will be due.

To qualify for a payment, the customer must have been available to allow access during the appointment time and have agreed the appointment in advance.

Interruption to heating and hot water supplies

We comply with the guidelines of the Heat Trust. It sets a common standard in the quality and level of customer service that customers can expect from a heat supplier.

Interruption	Compensation
No heating or hot water for 24 hours	From 1 st October to 31 st March, £30 for each 24-hour period From 1 st April to 30 th September, £30 for each full 24-hour period after 72 hours Payments up to a maximum of £500
A planned continuous interruption of more than five days	£30 for each full 24-hour period after this time (up to a maximum of £500)
Four or more unplanned interruptions of over 12 hours over a 12-month period	A one-off payment of £54

Room Loss

The assessment as to whether a room or property is unusable will be carried out at the point of damage and/or the repair request. For each unusable room, a customer can receive up to 25% of weekly rent. The maximum that will be paid (in the unlikely event that one or more room is unable to be used) is 50% of weekly rent.

Room	Percentage of Weekly Rent	Period after compensation is payable
Kitchen	25%	48 hours
Bathroom	25%	48 hours
Bedroom	25%	48 hours
Living Room	10%	48 hours



How to make a claim

Customers can make a compensation claim in several ways including:

- By telephone
- In person
- In writing – either email or letter

Claims should be made within six months after the damage or loss has occurred.

All claims will be acknowledged within two working days and assessed within 10 working days of receipt unless further action or enquiries are required before compensation can be considered.

Only in exceptional circumstances will we consider a claim after this time, and this will be entirely on our discretion.

Right to Appeal

Any customers who remain dissatisfied will have their complaint investigated in line with North Stars Complaints Policy

