Compensation Policy

Cornwall Housing

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CORNWALL HOUSING

Policy control sheet

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3.0	10-08-12	02-04-12	31-08-12	M.Owen & V.Brooke	Services Subgroup	T.Tregenza
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Comprehensive impact assessment record					
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02-04-12	Full	Complete - EIA	Review after 1st quarter	V Brooke	09/2012
16-02-17	Full	Complete	CIA	A Spencer	01-03-20

Legal influences on this policy

Equality Act 2010
Data Protection Act 1998

Non-legal influences on this policy

Ombudsman's Guide to Remedies

Other documents linked to this policy

Tell us what you think customer leaflet
Unreasonable actions and behaviour policy
Our customer promise policy tenants' handbook
Data protection policy

Table of contents

1. Introduction

This policy explains how we decide whether to offer a compensation payment. It also sets out the framework we use to calculate the level of payment.

When we consider a claim for compensation, we will inform you of our decision in writing. A claim for compensation may be considered separately from our complaints process.

2. When does compensation apply?

Most complaints can be dealt with by:

- making an apology, verbally and in writing.
- reconsidering a decision which was not taken properly.
- carrying out remedies to the service that has broken down, quickly and efficiently.

If there is a serious service failure, we may also pay compensation. Serious service failure includes things like:

- delays in processing applications for housing or providing accommodation.
- damage to property and belongings due to our negligence.
- inconvenience caused by our actions in meeting our responsibilities.
- failure to carry out repairs within set timescales.
- failure to carry out repairs in a satisfactory manner.
- failure to diagnose the correct repairs required.
- loss of services provided by us to your home, such as heating, hot water, or use of all rooms.

3. When does compensation not apply?

Temporary Accommodation

If you are offered temporary or emergency accommodation and feel this is unsuitable due to a repairs or maintenance issue, in the first instance the repair or maintenance issue must be dealt with by the Homelessness Accommodation Officer. A request for a review of the suitability of the

accommodation can be submitted and this will then be considered under the review procedures.

If you have submitted a complaint through the complaints procedure regarding repairs and maintenance of temporary accommodation, you will be advised of the above review procedures. This is to ensure that you are fully aware of your review rights and the correct complaints or review procedure is followed.

4. Guiding principles

When making decisions about compensation, they will be made using the guidance framework contained in appendix 1:

- The compensation needs to be appropriate and proportionate to the problem you have suffered. It should, as far as possible, put you in the position you would have been in if the service had not broken down.
- Where this is not possible, because of the passage of time or events, financial compensation may be the only option.
- We will consider your views when making a decision, but the outcome must be consistent with this policy.
- For compensation to be considered, you should make complaints within three months of becoming aware of the service breakdown or problem. If a complaint is over three months old, we may take legal advice as to whether compensation should still be paid.
- If an officer considers you are vulnerable and unable to put forward your own case for compensation, then the officer can put it forward on your behalf.
- If you owe any money to us, we will not pay money to you directly. Any compensation will be used to reduce your debt
- You must have reported the problem and we must have agreed to deal with it.

Many cases can be dealt with after the case has been investigated by our staff, but where necessary, as part of our investigation, we will seek legal and technical advice when deciding on a request for compensation.

5. Factors to consider

The effect of the your own actions will be considered. Examples include:

- where the delay in dealing with the matter was partly your fault and partly our fault.

- where you have not taken action to deal with the problem and could reasonably have been expected to do so.

- where you did not take advantage of an available benefit (such as an alternative contractor).

- where your actions were unreasonable, for example, by pursuing a complaint in unnecessary and excessive detail.

Ill-health

Occasionally your health may be affected by the service breakdown. Independent professional advice may be sought in this instance.

Distress

We may give compensation for anxiety, frustration, uncertainty, worry, inconvenience or outrage caused by the service breakdown. We will consider the:

- severity of the distress;

- length of time involved;

- number of people affected; and

- whether those affected are vulnerable and affected by the distress more severely than most people; together with

- any available professional opinion about the effects on any individual.

Time and Trouble

In some circumstances, we may make a payment for the time and trouble you had to take in pursuing the complaint with us. This should not be confused with the length of time covered under 'distress' above.

Quantifiable Loss

If you had to spend money because of the service breakdown, we will consider compensating you for reasonable costs. Examples include:

- Damage to your belongings caused by deteriorating living conditions, due to our failure to carry out necessary repairs.

- Paying for decorating costs after repairs because we did not make good on finishing the work.

- Damage to your belongings by our contractor's workers.

- Costs to you owing to our contractor's use of your gas or electricity, where the use is excessive.

Interest

We will consider paying interest if we owe you money and did not pay it when we should have, or if you had to spend money because of the service breakdown. We will calculate the interest using the County Court's rate. Interest will start from the point where you spent the money or did not receive any money due and will apply until the payment is made.

Loss of rooms or amenities

If you are unable to use some of the rooms or amenities in your home due to service breakdown, we will base compensation on the attached payment framework (appendix 1).

Loss of Value

If your possessions have lost value due to a service breakdown, we will ask our insurers to provide a specialist valuation before paying compensation.

We may where we consider the circumstances appropriate, refer your claim for compensation to our insurers.

Offsetting compensation

Before paying compensation, we will check whether you owe either ourselves or Cornwall Council any money. If there is a debt or arrears, we will use the compensation to reduce this. If there is money left after paying the debt or arrears, we will pay this to the customer.

Managers have the discretion not to use offsetting in hardship circumstances where there is a major service breakdown, or where the compensation is in the form of decorating materials and vouchers.

6. Authorisation of payments

Our directors are responsible for authorising all compensation payments.

7. Third party responsibilities

Where the service breakdown is mainly due to a third party such as our contractors, we will recover the compensation payments from them in line with individual contracts. All contracts between Cornwall Housing and our contractors will include this condition.

8. Disagreements with our decisions

Should you disagree with the amount of compensation offered, we will ask you to say why you consider the sum offered to be unfair. If we have not considered all the information relating to your claim and you are able to demonstrate this, we will review the amount of payment offered. If you remain unsatisfied with our offer, your claim will be referred to an independent senior officer for review. Should you still be unsatisfied with the outcome of the review, you may contact the housing ombudsman using the following link:

info@housing-ombudsman.org.uk

10. Confidentiality and legal requirements

Any personal data provided to us will be processed in accordance with the Data Protection Act, 1998. It will be held by Cornwall Housing and used to respond to your communication and improve our services. For further information, please refer to our Data Protection Policy.

11. Monitoring and review

We monitor all official complaints received in accordance with our Complaints Policy and regularly report on complaints performance. Performance reports are made available to our area tenant forums. This policy will be reviewed with tenants within five years.

Appendix 1 Payment Framework

The table below provides broad guidance on the **likely maximum compensation value** we could award. This is based on the level of either our own responsibility or our contractors' responsibilities, as well as the level of impact the service breakdown has on your quality of life. The term *Cornwall Housing* below includes any of our contractors.

Cornwall Housing responsibility	Major impact	Medium impact	Low impact	No impact
none	£0	£0	£0	£0
partial	£250	£100	£50	£0
full	£500	£250	£100	£0

Payment framework for repair-related compensation

Service fault	Measured by	Compensation due
2nd failure to carry out individual tenant's minor repairs within timescale	Tenant report and no contradictory evidence by contractors. Minor repair is one which is classed as emergency or urgent in Tenants' Handbook	£10 plus £2 per day (up to a maximum of £50) for every day the repair is not done starting from the time period given to tenant when they report the repair the 2nd time
Complete loss of amenity for more than four days in winter (Oct-Mar), where the heating was provided by Cornwall Housing	Tenant report and no contradictory evidence by contractors	12% of net weekly rent multiplied by qualifying days without heating **and hot water,** or 8% of net weekly rent multiplied by qualifying days **without heating only**
Loss of kitchen/ bathroom/only WC for more than two days	Unable to use the room for purposes intended and no contradictory evidence by contractors	In **full loss** of room cases, 50% of net weekly rent multiplied by qualifying days, or in **partial loss** of room cases (e.g. plastering one wall), 35% of net weekly rent multiplied by qualifying days
Loss of any other room for more than two days	Unable to use the room for purposes intended and no contradictory evidence by contractors	Net daily rent divided by total number of habitable rooms (inc. kitchens but not bathrooms), multiplied by the number of rooms lost, multiplied by qualifying days.

Service fault	Measured by	Compensation due
No water supply after 24 hours	Where supply has been broken as a result of service failure by Cornwall Housing	25% of net weekly rent multiplied by number of qualifying days
No water supply after 24 hours	Where supply has been broken as a result of service failure by Cornwall Housing	25% of net weekly rent multiplied by number of qualifying days
Failure of communal TV aerial system	Fault caused by Cornwall Housing equipment and affects whole block	Equivalent daily cost of standard Sky package

Alternative formats

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If you would like this information on audio CD, audio tape, Braille, large print, any other format or interpreted in a language other than English, please contact:-

Mar mynnowgh hwi kavos an kedhlow ma war son-sidi, sonsnod, yn Braille, prynt bras, furvas aral po styrys yn taves dres Sowsnek, kestevewgh mar pleg:-

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