



## Dunbritton Housing Association Limited

<b>Name of Policy</b>	<b>Compensation</b>
<b>Responsible Officer</b>	<b>Operations Manager</b>
<b>Date approved by Board</b>	<b>14 February 2018</b>
<b>Date of next Review</b>	<b>February 2021</b>
<b>Section</b>	<b>Customer Services</b>
<b>Reference</b>	

**We can produce information, on request, in large print, Braille, tape and on disc. It is also available in other languages. If you need information in any of these formats please contact us on 01389 761486**

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## **1. INTRODUCTION**

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board, Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based in 32 High Street, Dumbarton G82 1LL.
- 1.4 The Association recognises the importance of providing the highest possible standard of service to our customers – tenants and owners.

On those occasions when we are unable to meet our Customer Service Standards or a customer experiences dissatisfaction as a result of a failure of service or a tenant requires a temporary or permanent displacement from their home, the Association aims to minimise dissatisfaction by recognising the level of inconvenience caused.

This may include paying compensation in order to make good any loss that our customer has incurred.

## **2. PRINCIPLES AND OBJECTIVES**

- 2.1 The Compensation Policy clearly defines the types of compensation that can be paid by Dunbritton Housing Association.
- 2.2 It includes the details of when compensation can be paid.
- 2.3 Compensation value and limits are detailed on pages 4 and 5.

## **3. LEGAL AND GOOD PRACTICE**

- 3.1 The Association recognises the impact that a failure of service can have on a customer. This Policy reflects the Association's view that it will make recompense to a customer where they have experienced financial loss.
- 3.2 In cases relating to Home Loss and Disturbance, this Policy reflects the the Land Compensation Act 1973 in respect of our obligations to customers.
- 3.3 The Association has discretion, with approval from the Board of Management, to make an award of compensation to tenants as a result of financial loss or as way of settlement in disputes with the Association.

## 4. TYPES OF COMPENSATION

4.1 There are two types of compensation payments that the Association can make.

4.2 The first is payment to customers that Dunbritton is obliged to pay in certain circumstances, in accordance with the law or regulation - **statutory compensation**.

4.3 In addition to this, the Association may pay **discretionary compensation** in circumstances which includes damage to property or service failure.

Where the Association has failed to meet our Customer Service Standards we will attempt to resolve the issue by identifying the service failure and putting it right. This means we will try to resolve the matter to the position the customer would have been in had no service failure occurred.

4.4 Discretionary compensation payments are only one way of achieving this and other ways, such as an apology or the delivery of a service may be a more suitable remedy.

4.5 Statutory Compensation includes the following:

### 4.5.1 Home Loss

The Land Compensation Act 1973 sets out the procedures required for making home loss payments to customers.

Home loss is intended to compensate for the personal upset involved in an *involuntary* move. Registered Social Landlords are obliged to pay all valid claims from tenants or owners moved from their homes on or after 16th November 1990.

4.5.2 Qualifying conditions for Home Loss entitlement are shown at **Appendix 1**

4.5.3 The value of home loss payments are

4.5.3(i) Tenanted households - £1,500 flat rate.

4.5.3(ii) Owners-10% of market value (min £1,500, max £15,000)

### 4.6 Disturbance

Disturbance payments may be made to tenants who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for **reasonable** moving costs.

#### 4.6.1 Eligibility

Any tenant of Dunbritton Housing Association may be entitled to a disturbance payment as a result of having to move temporarily from their home, where it is not reasonable for them to remain in the property due to fire, flood or other disturbance to their use of the house.

4.6.2 The same disturbance payment would be made to any tenant of the Association who was required to move permanently from their home for reason of displacement.

4.6.3 The value of any disturbance payment will be a minimum of £400 up to a maximum of £1,000. Where the Association makes the arrangements in respect of costs associated with a temporary relocation, for example decant – these costs will be deducted from any disturbance payment agreed in writing, with the tenant.

#### 4.7 Improvements

If a tenancy is ending and a tenant has completed improvements to the property after 1<sup>st</sup> April 1994, they may be entitled to compensation for those improvements as long as they have obtained written permission from the Association in line with the criteria as contained within the Asset Management Maintenance Standards and Performance Policy.

#### 4.8 Right to Repair

The Right to Repair scheme covers specific repairs known as qualifying repairs which cost less than £350 and should be done within a set time limit (see Appendix 2) If the Association does not carry out any of these repairs within that time a tenant may be entitled to compensation.

When a tenant reports a qualifying repair, the Association will inform the tenant that it is a qualifying repair under the scheme.

Right to repair compensation will be administered by the Asset Management team. Full details on the Right to Repair scheme can be found in the Asset Management Maintenance standards and Performance Policy.

#### 4.9 Payment for damage to property/belongings

Dunbritton Housing Association is responsible for ensuring that all of our properties are covered by buildings insurance.

Insurance for the contents of a property is the responsibility of each tenant as outlined within the Scottish Secure Tenancy Agreement Repairs and Maintenance our Responsibilities and Rights: Section 5.25.

If damage has occurred to a tenant's property they should contact their home contents insurance provider in the first instance.

If there is the potential for any liability by the Association the tenant should contact the Association directly.

In a case where there is established liability the Association will consider payment of compensation – each case will be looked at individually and there will be a maximum payment of £1,000 in these cases.

Decisions on compensation payments will be made by the appropriate Manager and reported to the Association's Board of Management.

#### 4.10 Service Failure/Complaints

Should the Association fail to meet our Customer Service Standards, and a service failure occurs, or where a customer has complained about the service they have received, the Association can consider an offer of a cash payment, where appropriate, as way of an apology.

This would be where other ways of putting it right such as an apology or delivery of a service alone are not felt to adequately meet the expectations of the customer or the quality of service delivered by the Association.

Payments made for service failure/complaints are discretionary. Decisions on the value of these payments will be made by the appropriate Manager and will be proportionate and consistent with the service failure/complaint details.

In all cases the compensation would recognise the level of inconvenience caused to the customer and where appropriate, would make good any loss the customer incurred.

## **5. FINANCIAL MATTERS**

5.1 All statutory and discretionary compensation payments will be monitored by the Operations Manager and Finance Manager on a quarterly basis and measured against the projected budget allocation

5.2 Compulsory compensation linked to Home Loss and Disturbance will be projected in each annual budget based on knowledge of planned stock disposals and an allowance set aside for emergency situations ie fire, flood etc.

## **6. CUSTOMER SERVICE AND POLICY REVIEW**

- 6.1 The Association recognises the important role of customers in shaping service improvement. Feedback arising from management of complaints and management of compensation both statutory and discretionary will be reflected in future policy review.
- 6.2 This Policy will be reviewed to ensure compliance with any relevant legislation, guidance and best practice.

## **7. EQUALITY AND DIVERSITY**

- 7.1 As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.

## **8. LINKS TO OTHER POLICIES**

- 8.1 This Policy has links to the following Policies and strategies
- Complaints Policy
  - Customer Service Standards
  - Right to Repair Scheme
  - Asset Management Maintenance Standards and Performance Policy
  - Data Protection Policy
  - Equality and Diversity Policy
  - Internal Management Plan and Business Plan

## APPENDIX 1

### Qualifying Criteria for Home Loss Payments

Claimant occupied the property as his/her sole residence for at least one year before the date of displacement. This does not apply to sub-let or a tenant of an owner.

It must be a permanent move.

The tenant must hold a statutory tenancy or be the owner of the property.

### Qualifying Events for Home Loss Entitlement

- Compulsory Acquisition under a compulsory purchase order.
- Demolition as a result of redevelopment.
- Improvement or redevelopment by a Registered Social Landlord

### Home Loss Entitlement

The entitlement to Home Loss payment is the point at which the decision to demolish or radically alter the property.

The knowledge of a claimant is important because the removal must have been in consequence of a decision taken by the Landlord and no other reason for example, the tenant asks for a direct move.

The move must be triggered by the Qualifying Event but need not have been compulsory at the time it is made. If the tenant could have stayed in the property longer this does not disqualify them if the other qualifying conditions remain for example, the Landlord knows they will demolish the property in the future.

If a claimant cannot satisfy the one year qualifying period but was previously displaced because of a *Qualifying Event* and the cumulative periods amounted to more than one year, home loss will be payable.

The claimant must provide evidence of previous tenancies and displacements. The Act refers to periods of occupation therefore a person may qualify if they occupied the house but were not the tenant or owner.

The guidance recognises that circumstances where discretionary payments may be considered may vary but as a general rule state that payments should be made in order to avoid a significant delay to the project.

- Where the Landlord has doubt as to the eligibility of a claim they must seek legal advice
- If a Home Loss claimant is refused, the reasons for this should be given to claimants in writing as soon as the decision is made.

**Timescale for Payments**

Payment must be made to claimant on or before the last of the following dates.

- date of displacement
- 3 months from date of claim
- Date on which the market value is agreed (owners)

## APPENDIX 2

### List of Qualifying Repairs – Right to Repair Scheme

Description	Timescale for completion under RTR
Unsafe power or lighting sockets or electrical fittings	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days
Loss of gas supply	1 day
Blocked flue to an open fire or boiler	1 day
External windows, doors or locks which are not secure	1 day
Loss or part loss of space or water heating if no alternative heating is available	1 day
Toilets which do not flush (if there is no other toilet in the house)	1 day
Blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house)	1 day
Blocked sink, bath or basin	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Significant leaking or flooding from a water or heating pipe, tank or cistern	1 day
Unsafe rotten timber flooring or stair treads	3 days
Unsafe access to a path or step	1 day
Loose or detached banisters or handrails	3 days
Broken mechanical extractor fan in a kitchen or bathroom which has no external window or door	7 days



## COMPENSATION CLAIM FORM

<b>Customer Name</b>	
<b>Address line 1</b>	
<b>Address line 2</b>	
<b>Contact Tel No</b>	
<b>Email address</b>	
<b>Date</b>	
<p><b>Guidance Notes for completion</b></p> <p>When submitting a claim for compensation please refer to the Association's Compensation Policy to ensure that you are submitting a claim that can be considered.</p> <p>Please include the following information/supporting evidence –</p> <ul style="list-style-type: none"> <li>Date and details of how the loss/damage took place</li> <li>Details of what items were damaged</li> <li>The cost of replacement items (where applicable)</li> <li>Any photographs of the damage/loss</li> <li>Receipts relevant to the items damaged</li> <li>Why you think the Association is responsible for the loss/damage</li> <li>If you have submitted any other claim ie house contents insurance in relation to the specific loss/damage</li> </ul> <p>Please sign and date your form and send to</p> <p><b>Operations Manager</b>  <b>Dunbritton Housing Association</b>  <b>1<sup>st</sup> floor, 32 High Street</b>  <b>Dumbarton</b>  <b>G82 1LL</b></p> <p>Or email: <a href="mailto:admin@dunbritton.org.uk">admin@dunbritton.org.uk</a></p>	

