



Compensation and Remedies Policy

Approved by: RHP Board

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Applies to: RHP (Association)

1. Introduction

- 1.1 Providing a fair and proportionate remedy is integral to successfully resolving any dispute where one of our customers has been adversely impacted by our actions or lack of action. This is recognised by the Housing Ombudsman's Complaint Handling Code which has a section (part 7) dedicated to 'putting things right'. It is also reflected in the Housing Ombudsman's dispute resolution principles that it promotes to drive effective complaint handling:
- Be fair
 - Put things right
 - Learn from outcomes.
- 1.2 This document sets out the range of options available to us. It has links to other policies and may need to be read in conjunction with our:
- Complaints Policy
 - Repairs Policy

2. Aims

- 2.1 This policy aims to ensure that we:
- a. offer remedies which are proportionate to what has gone wrong and accurately reflect any impact on a customer and their household
 - b. demonstrate a fair and consistent, customer-centred approach that seeks to restore a customer's position when there is a service failure that we are responsible for
 - c. empower employees to make informed, responsible decisions in line with our values
 - d. provide remedies, including compensation, when appropriate, regardless of whether a customer has requested it
 - e. clearly define the circumstances under which a remedy, including compensation, will be offered
 - f. recognise the different components of a remedy and apply them appropriately based on the individual circumstances of each case
 - g. are open and accountable and use remedies to restore strained or damaged relationships with our customers.

3. Scope

- 3.1 This policy applies to all customers of RHP, including applicants for a property and former customers. It also applies to any person or group affected by our services, including neighbours of our customers.

4. Our approach

- 4.1 Although this is not an exhaustive list, here are some examples of situations when we may consider it appropriate to offer compensation and other remedies include when:
- a. we have not handled a complaint in accordance with our policy
 - b. we have failed to provide a service for which a customer has been charged
 - c. we have not delivered a service in accordance with our published guidelines, without justifiable reason
 - d. a customer has temporarily lost access to essential amenities, such as heating, hot water, or power where this as a result of a failing of RHP and not the responsibility or shared responsibility of a utility provider (water, gas etc).

- e. communication with a customer has been inadequate or insufficient
- f. due to our actions or inactions a customer has experienced financial loss
- g. a customer is unable to use part of their home.

4.2 Examples of situations when we may not consider it appropriate to offer compensation and other remedies include:

- a. claims for personal injury which will be directed to our insurers for assessment
- b. claims for damage caused by circumstances beyond our control (e.g. storm or flooding)
- c. where damage is covered by a customer's own contents or buildings insurance
- d. where a delay or lack of service results from a customer's failure to cooperate, e.g., not providing access to enable essential work
- e. where the problems have been caused by a customer's visitor or a third party not working for us
- f. when a customer has not taken reasonable steps to limit or mitigate any damage
- g. where the issue has not been brought to our attention within a reasonable timeframe, which would normally be within 12 months (we will assess this on a case-by-case basis)
- h. claims for loss of earnings or annual leave (although we will consider payments for distress and inconvenience in circumstances where a customer has had to take an unreasonable time off work)
- i. Our record keeping has been poor - although we will recognise the impact of any failures directly attributed to it.

5. Types of remedy

5.1 Our remedies are not limited to paying compensation or offering to take other practical actions. Depending on the circumstances, they will include:

- a. a well-worded, sincere, written apology or a personal apology by telephone or in person
- b. acknowledgement that something has gone wrong, accompanied by an open and honest explanation, which takes ownership for any mistakes
- c. learning, with details of what action we have taken to prevent a recurrence of the shortfalls in service experienced by the customer
- d. a commitment to complete any outstanding actions (e.g. repairs) that we failed to complete, including a plan of action setting out how and when they will be resolved.

6. Other actions

6.1 We will consider whether there are any practical actions we can take to remedy a complaint which go above and beyond our normal service provision. Examples include offering to undertake repairs or redecoration that would normally be the customer's responsibility or agreeing to work outside normal contractual hours where practical and appropriate.

7. Compensation

7.1 In deciding on the sums of compensation to be awarded we take into account several factors, including how many times a failure in service occurred and the duration. We will consider where repeat failures or factors beyond the substantive issue have had a cumulative impact on a customer. For example, delays in attending to a repair may be accompanied by missed appointments, failures in communication, and poor behaviour by an operative.

7.2 We recognise that the impact of a service failure can be compounded by the individual and their circumstances, such as age, disability, and mental health, as well as short-term circumstances like pregnancy or illness. Our compensation payments will reflect the fact that

any impact is likely to be greater on a customer with specific characteristics and additional responsibilities. This includes considering whether the situation should have been handled differently, for example addressing a repair outside normal response times or adapting our communication methods appropriately.

8. Distress and inconvenience

- 8.1 We consider payments for distress and inconvenience when a situation has impacted a customer in terms of their family life, use of their home, or their general well-being. We will consider any avoidable stress, worry, anxiety, uncertainty, or frustration caused.
- 8.2 Examples include extended periods without an essential amenity, such as heating or hot water, being left to live for an unreasonable period in damp and mouldy conditions, or a failure to take reasonable steps to alleviate noise or anti-social behaviour.
- 8.3 We will also reflect on whether we have exacerbated any existing health conditions, mismanaged expectations or given a customer a sense that they have been treated differently.
- 8.4 We assess payments for distress and inconvenience, based on the following scales:

Failure	£25 to £600 - A short to medium term failure in service which caused short term (not permanent) impact
Serious failure	£601 to £1000 - A medium to long term failure in service which caused high, long or short-term impact
Severe failure	£1001 plus - A substantial failure in terms of its duration or nature, which caused significant long or short-term impact

9. Time and Trouble

- 9.1 Customers may experience some inconvenience, spend time, or incur minor costs such as phone charges when pursuing a complaint. However, we do not automatically award compensation solely because a complaint has been made.
- 9.2 However, we may consider a payment where the time, effort or inconvenience experienced by the customer significantly exceeds what would reasonably be expected when pursuing a complaint. In assessing whether a payment is appropriate, we will consider the overall circumstances of the case. This may include the number of contacts required before the issue was resolved, such as telephone calls, emails, letters or office visits.
- 9.3 We will also consider whether there was any failure to respond to reasonable attempts by the customer to make contact regarding a substantive issue or complaint, repeated failure to attend scheduled appointments or to complete agreed actions during appointments, or communication or record-keeping failures that resulted in the customer having to report the same issue multiple times. Consideration will also be given to instances of overall poor communication that prolonged the resolution of the matter.
- 9.4 Each case will be assessed on its individual circumstances to determine whether the level of time and trouble experienced by the customer goes beyond what would normally be expected in the complaints process.

9.5 We assess payments for time and trouble based on the following scales:

Failure	£25 to £150 - There were failures over a short period e.g. in managing a complaint, responding to reasonable communications causing avoidable time and trouble.
Serious Failure	£151 to £250 - There were numerous failures over a medium to long term period e.g. in managing a complaint, responding to reasonable communications causing significant avoidable time and trouble.
Severe Failure	£251 to £400 plus - There were extensive failures over a long-term period e.g. in managing a complaint, responding to reasonable communications, causing severe avoidable time and trouble.

9.6 Within the above scales, we will base any offers of compensation specific to complaint handling on the Ombudsman's Compensation Guidance as follows:

Up to £50	There was a minor failure with low impact over a short duration. This has resulted in a loss of confidence, and minor delays in addressing the complaint.	Examples include where: - The complaint response was delayed by several days, causing a minor delay in resolving the issue. - The customer had to chase for a response due to a minor delay and lack of update.
Up to £100	There was no permanent impact however, there was a complaint handling failure which adversely affected the customer.	Examples include: - The complaint response was delayed by more than several days, or there were repeated minor delays. - We failed to acknowledge sensitive circumstances and were heavy handed in our response.
Up to £250	There was significant impact on the customer	Examples include: - We disregarded sensitive circumstances, resulting in a heavy-handed response. - We unreasonably delayed - by weeks or months – affecting timely resolution of the dispute. - There were significant errors in the complaint response, resulting in misleading advice, unaddressed complaints, or confusion on the part of the customer.

9.7 Factors we will consider in assessing our own complaint handling also include:

- the length of any delay at each stage of the complaints process
- any improper refusal/failure to log a complaint
- failure to adequately address any points of a complaint
- failure to recognise or adequately explain complaint handling failings

- time and trouble expended by a customer in chasing complaint responses
- if we have been unprofessional or unsympathetic in our response
- the impact of complaint handling delays on the resolution of the issues
- failure to adhere to the Complaint Handling Code.

10. Compensation based on rent

- 10.1 We will consider offering compensation based on a proportion of rent that a customer paid during the period that a service failure occurred. This is not a rent rebate, rather a basis for awarding compensation in situations where a customer has experienced a prolonged loss of enjoyment of their home.
- 10.2 Circumstances where this may be considered appropriate include prolonged and extensive instances of damp and mould or disrepair that occurred after we were made aware of the situation. The level of any award on will be specific to each case and depend on things such as the number of rooms impacted, the timeline of events and the individual circumstances of the household – e.g. children or health conditions.
- 10.3 Our consideration of loss of use of the property is separate to assessing the impact which will usually result in an additional compensation award. Set out below are the rooms this applies to together with the percentage of rent we will offer per room:
- bedroom (20%)
 - kitchen (30%)
 - living room (20%)
 - bathroom (30%)
 - bathroom where an additional WC is available (20%)
- 10.4 It excludes parts of the home which connect rooms and exterior spaces, e.g. hallways, landings, gardens, and balconies. Distress and inconvenience payments still apply however, where use of these parts of the home have been affected.
- 10.5 Where the entire property is affected, up to 100% of the rent charged could be applied, depending on the circumstances. (the calculation will not exceed 100% of the rent charged)
- 10.6 We may also use rent charged to compensate leaseholders and shared owners, but this will depend on the terms of the lease and the respective repair responsibilities.
- 10.7 Compensation based on rent will not be applied where a customer has occupied temporary accommodation for some of the relevant period.

11. Actual loss

- 11.1 If the customer has experienced financial loss due to our actions or lack of action this will be considered as part of any remedy. Examples include:
- a. increased heating/energy bills due our failure to complete a repair or a customer having to run temporary heating
 - b. takeaway meals when disrepair makes a kitchen unusable
 - c. the cost of replacing damaged carpet or furnishings
 - d. the cost of reasonable alternative accommodation if our failure to repair has made a home uninhabitable
 - e. cleaning costs where we have failed to leave a property in an acceptable condition.
 - f. money is due to a customer but has not been paid, such as rent overpayments or works we agreed to pay for but did not
 - g. decorating costs after repairs where 'make good' works have not been adequately

completed.

- 11.2 We will consider paying interest on any loss where delays exceed 6 months and the loss is over £1,000. Calculations will be based on the average Consumer Price Index (CPI) for the period in question.
- 11.3 We will need to see evidence of any costs and will take a view on whether they have been reasonably incurred.
- 11.4 We expect customers to have contents insurance in place for their furniture, decorations or any other personal possessions to cover instances such as accidental damage, loss, fire or water damage and burglary. This policy is not intended to compensate for a customer's lack of contents insurance.
- 11.5 If it is claimed that we are responsible for any damage to furniture, decorations, or personal belongings however, we will investigate to determine whether our action - or lack of action – caused or worsened the damage. If it is established that damage was directly caused by us or our contractors, we will take the appropriate steps to rectify the situation either through paying a sum of compensation or by raising the matter through our own insurers, in line with the Housing Ombudsman's guidance: [Guidance on complaints involving insurance issues](#).

12. Other payments specific to repairs

- 12.1 We only pay compensation for repairs we are responsible for if we have failed to complete the repair within our published guidelines. The table below outlines the level of compensation that we may pay:

Reason for compensation	Amount
Missed appointments	£15 for each missed appointment. This applies where the appointment was missed without good notice, we attended but did not comply with pre-agreed reasonable adjustments, we were unreasonably late (2 hours plus) and the customer could not facilitate a later appointment. It will not normally apply where we were unable to attend due to staff sickness, parts were not available as expected, and where reasonable notice was provided. It will also not apply where appointments are missed due to a customer's actions, e.g. missing reasonable notification of the appointment or not providing access.
Loss of heating and hot water (where temporary heating has not been provided) (heating subject to weather)	£15 per day for complete loss £8 per day for loss of one service (heating or hot water) Compensation for loss of heating will not be authorised where alternative heating is supplied or subject to weather conditions.
Total loss of power	£10 per day for complete loss £10 per week for loss of lighting only

	Compensation for additional costs caused by a loss of power such as perishables loss of cooking facilities, and the associated cost of purchasing ready prepared food, will be considered separately. Where a loss of power also affects heating and/or hot water provision, compensation will be awarded for both loss of power and heating and/or hot water. Compensation will not be paid where the loss of power was due to planned works, where reasonable notice was provided, and works were completed to time.
Loss of cooking facilities	£10 per day after target response time has elapsed
Loss of bathing facilities	£10 per household member per day after target response time has elapsed

- 12.2 Compensation will be applied to the point at which repairs are completed. Where the impact on the customer is significant, we may consider additional compensation to acknowledge the detriment caused.
- 12.3 We will take responsibility for putting right any damage caused to decoration during a repair. In instances where a customer wants to arrange for the decoration themselves, we will pay them the equivalent in decorating vouchers.

13. Mandatory (statutory) payments

- 13.1 There may be situations where there are set amounts that a customer is legally entitled to. The most common would be a statutory home loss payment, paid at a fixed amount, in accordance with the requirements of The Home Loss Scheme guidance. Other examples include disturbance payments which are intended to compensate a customer for the costs they have incurred by their displacement and will be equal to the reasonable expenses associated with their move.

14. Goodwill gestures

- 14.1 We may make a goodwill gesture to resolve a complaint, such as sending shopping vouchers, flowers, or chocolates. These gestures are typically reserved for minor service failures or situations where a customer has been upset, regardless of whether it was due to a failure on our part. Such gestures will be carefully considered to ensure they suit the situation.

15. How we pay compensation

- 15.1 There may be occasions when we offer further compensation after we have concluded Stage 2 of our internal complaints procedure if we identify further failings and consider there to be a further opportunity to resolve the case directly with the customer. Customers maintain their right to speak to the Housing Ombudsman once the Stage 2 process is complete.
- 15.2 We pay compensation payments directly to a customer's bank account. If a customer has rent arrears or any other debt, it will normally be offset against it unless we consider a direct payment to the customer to be appropriate.

- 15.3 Compensation payments awarded by the Housing Ombudsman, which are separate from any compensation we may have already offered or paid as part of our complaints procedure, will not be offset against arrears and will be paid directly to the customer.
- 15.4 If 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).

16. Appeal

- 16.1 If a claim for compensation is turned down, or a claimant is unhappy with the amount of compensation offered, the complaints policy offers the right to review the decision.

17. Equality, Diversity and Inclusion

- 17.1 We are committed to making our compensation and remedies process accessible and easy to use for all our customers in line with our statutory duties – as set out in the Equality Act 2010. If you need support or additional assistance, please tell us.
- 17.2 All requests to accommodate needs will be considered and acted on where possible in accordance with our Vulnerable Customer & Reasonable Adjustments policy and the Equality Act 2010.
- 17.3 This policy has accounted for the following guidance, regulation and legislation:
- Complaint handling code
 - Housing Ombudsman's Remedies Guidance
 - Housing Ombudsman's Compensation Guidance
 - Housing Ombudsman's Compensation Policy Guidance
 - The Housing Ombudsman Scheme
 - The Regulator's Transparency, Influence and Accountability Standard
 - Landlord and Tenant Act 1985
 - Home loss payment regulations
 - Planning and compensation Act 1991
 - Housing Act 1985
 - Leasehold reform, housing and urban Development Act 1993