



Compensation and Remedies Policy

Approved by: RHP Board

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1. Introduction

- 1.1 Providing a fair and proportionate remedy is integral to successfully resolving any dispute where one of our residents 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 resident and their household
 - b. demonstrate a fair and consistent, resident-centred approach that seeks to restore a resident'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 resident 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 residents.

3. Scope

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

4. Our approach

- 4.1 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 resident has been charged
- c. we have not delivered a service in accordance with our published guidelines, without justifiable reason
- d. a resident 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 resident has been inadequate or insufficient
- f. due to our actions or inactions a resident has experienced financial loss
- g. a resident 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 resident's own contents or buildings insurance
- d. where a delay or lack of service results from a resident's failure to cooperate, e.g., not providing access to enable essential work
- e. where the problems have been caused by a resident's visitor or a third party not working for us
- f. when a resident 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 resident has had to take an unreasonable time off work).

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 resident
- 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 resident'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 resident. 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 resident 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 resident 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 resident a sense that they have been treated differently.
- 8.4 We assess payments for distress and inconvenience, based on the following scales:

Failure	<ul style="list-style-type: none"> £25 to £600 A short to medium term failure in service which caused short term (not permanent) impact
Serious failure	<ul style="list-style-type: none"> £601 to £1000 A medium to long term failure in service which caused high, long or short-term impact
Severe failure	<ul style="list-style-type: none"> £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 Any resident pursuing a complaint with us will inevitably incur a certain amount of time, trouble and minor costs (such as phone calls) and we do not automatically compensate residents for raising a complaint. We will consider payments when the time and trouble in pursuing a complaint is more than would reasonably be expected. Considerations might include the number of telephone calls, office visits, emails and letters required before the problem is resolved.
- 9.2 Time and trouble could apply when we fail to follow our complaints policy, unreasonably delay in recording, responding to or escalating a complaint, fail to respond to reasonable communication and demonstrate overall poor complaint handling.

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

Failure	<ul style="list-style-type: none"> £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	<ul style="list-style-type: none"> £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	<ul style="list-style-type: none"> £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.

10. Compensation based on rent

10.1 We will consider offering compensation based on a proportion of rent that a resident 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 resident has experienced a prolonged loss of enjoyment of their home. 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.

11. Actual loss

- 11.1 If the resident has experienced financial loss due to our actions or lack of action this will be considered as part of any remedy. Examples include:
- increased heating/energy bills due our failure to complete a repair or a resident having to run temporary heating
 - takeaway meals when disrepair makes a kitchen unusable
 - the cost of replacing damaged carpet or furnishings
 - the cost of reasonable alternative accommodation if our failure to repair has made a home uninhabitable
 - cleaning costs where we have failed to leave a property in an acceptable condition.
- 11.2 We will need to see evidence of any costs and will take a view on whether they have been reasonably incurred.
- 11.3 We expect residents 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 resident's lack of contents insurance.
- 11.4 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	£30 per missed appointment
Loss of heating	£10 per day after target response time has elapsed (September to March)
Loss of hot water	£10 per day after target response time has elapsed
Total loss of power	£10 per day after target response time has elapsed
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
Loss of use of kitchen or bathroom	25% of rent per day after target response time has elapsed
Loss of use of a bedroom or living room	20% of rent per after target response time has elapsed

- 12.2 We will take responsibility for putting right any damage caused to decoration during a repair. In instances where a resident 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 resident is legally entitled to. The most common would be a statutory home loss payment which is payable when a resident is displaced from a property against their will. Other examples include disturbance payments which are intended to compensate a resident 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 resident 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 resident. Residents 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 resident's bank account. If a resident has rent arrears or any other debt, it will normally be offset against it unless we consider a direct payment to the resident 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 resident.
- 15.4 If a resident 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 residents 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 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