

Draft Compensation Policy

Waverley Borough Council Housing Service is committed to delivering a fabulous service by putting people at the heart of everything we do.

We know that it can be very frustrating and annoying when we get things wrong. Where we fail to provide a fabulous service we will do what we can to put things rights. Occasionally this will involve paying compensation.

1. When can you claim compensation?

You may be able to apply for compensation if you have had difficulties with our services, incurred financial loss or have made improvements to your home.

The following list gives examples of when you may make a claim:

- i. we missed a pre-arranged appointment
- ii. you made authorised improvements to your home (eg bathroom or kitchen fixtures)
- iii. loss of amenities as work not completed within timescale (eg hot water, heating)
- iv. loss of a room as work not completed within timescale
- v. damage to your belongings caused by us

2. Claiming Compensation

- i. If you wish to make a claim for compensation please complete a Compensation Claim form.
- ii. You must submit a form within 28 days of the service failure detailing what happened, evidence of costs and how much compensation you are requesting.
- iii. If you need help completing the form please ask your Housing Management Officer, Scheme Manager or a Housing Maintenance Customer Service Officer.
- iv. An investigating officer will be allocated to each compensation claim.
- v. We will assess all claims for compensation within 10 working days of receipt.
- vi. We will fully investigate each case and offer compensation if appropriate.
- vii. The Council's Risk and Insurance Officer will also review compensation cases over £500. When determining compensation payments we will adhere to the relevant legislation and good practice for housing services eg right to compensation for home improvement, home loss payments and right to repair.

- viii. If we require further information from you or another party it may take longer than 10 days to assess your claim, but we will keep you advised of the progress of your claim.
- ix. Once your claim is approved we can transfer the compensation payment to your bank account within 10 working days.
- x. If your account is in rent arrears or you owe us money for a rechargeable repair your compensation claim may be credited to your rent account.

3. Complaining about a compensation decision

You can complain about the rejection of a compensation claim or level of compensation through the Council's complaints procedure. For further information please see Waverley Borough Council's Complaints leaflet.

4. Types of Compensation

- i. Failure to keep an appointment
Our staff and contractors will aim to be on time and let you know if they are delayed. However if a member of staff fails to keep an appointment a compensation payment of £10 can be made except where the appointment was cancelled or rearranged. Compensation will not be paid if you didn't keep the appointment.
- ii. Temporary loss of facilities
If you are unable to use facilities because of an overdue repair that we are responsible for a compensation payment may be considered as follows:
 - a. individual room
Where a room cannot be used because a repair is overdue a compensation payment of £5 per day up to a maximum of £50 may be made.
 - b. heating, or
 - c. hot water
Where hot water or heating is not available because of overdue repair compensation may be made for £1 per day per facility. Heating compensation will only be available from October to April. Hot water compensation can be claimed when it has been unavailable for over 48 hours.
- iii. Authorised Improvements
 - a. Compensation may be paid at the end of your tenancy for any improvements you have made. Improvements must have been:
 - authorised by us,
 - be of a satisfactory standard
 - and proof of installation costs provided.

- b. A full list of qualifying improvements and how claims are calculated can be found at Appendix One. The value of the improvement will reduce over time.
- c. Claims for compensation must be made 28 days before the end of the tenancy and no later than 14 days after the tenancy ended.
- d. Compensation will not be paid in right to buy, mutual exchange or possession action cases.
- e. Compensation payments vary from a minimum of £50 to a maximum of £3,000 for any one improvement.

iv. Damage to personal property

- a. We will consider making a compensation payment where you have experienced a loss or damage due to our action or inaction.
- b. Compensation payments may be paid only where we have not taken reasonable precautions (eg serviced boiler annually).
- c. We strongly advise all residents to take out contents insurance for their personal possessions to cover incidents where Waverley is not liable.
- d. To make a claim for compensation you must detail what was damaged, proof of costs and the amount you wish to claim.
- e. We may require an independent valuation of the damaged item and cost of cleaning, repairing or replacement.

v. Reimbursement of costs due to our failings

We may refund you costs you have reasonably incurred because of our failings eg failure to turn power back on resulting in loss of perishable goods. You will be asked to provide evidence of any expenditure incurred. We strongly advise you to speak to your Housing Management Officer before incurring costs you are expecting to be compensated for.

vi. Reimbursement of costs due to services used by contractors

We may refund you costs where contractors have used your services to complete a repair. The contractor must have your permission to use the services (eg water and electricity) and make an agreement regarding payment before the work starts.

vii. Disturbance payments and Home Loss

Where we undertake major works to a property you may have to move out temporarily or permanently. In these cases a disturbance payment may be made – there are eligibility criteria. If you voluntarily decide to move no payments will be made.

Disturbance payments cover the costs of:

- a. Removals (three quotes required)
- b. Disconnection and reconnection of television, telephone, cooker and plumbed appliances.
- c. Soft furnishings (carpet, curtains and blinds) to meet costs of alteration or replacement
- d. Redirection of post
- e. Storage costs – where necessary

If you have to move permanently due to demolition or redevelopment you may also be entitled to a Home loss payment. Please refer to Decant Procedure for further details.

viii. Ineligible compensation payments

We **will not** make compensation payments for:

- a. loss of earnings or other consequential losses
- b. damage caused by unauthorised improvements
- c. poor workmanship from DIY or a workman employed by you
- d. damage caused by you, your household members or visitors
- e. this policy is not intended to cover personal injury claims please refer such cases to the Council's Risk and Insurance Officer

5. Compensation Statutory obligations

- i. Right to Compensation for Improvements
- ii. Home Loss
- iii. Disturbance payments
- iv. Right to Repair

6. Amendments to Policy

The policy may be amended to reflect current practice, changes in legislation or to resolve implementation issues by agreement of the Head of Housing and Housing Portfolio Holder.

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