

Contents

1. Introduction .....	2
2. Aims and Objectives.....	2
3. Compensation awards .....	2
4. Other remedies .....	4
5. Situations where compensation will not be considered.....	4
6. Fraudulent claims.....	4
7. Right to appeal .....	5
8. Staff training.....	5
9. Making a claim .....	5
10. Linked policies.....	5
11. Equality Impact Assessment .....	5
12. Policy review date .....	5
Appendix 1 .....	6
List of mandatory/statutory payments.....	6
1.1 .....	6

## 1. Introduction

Swindon Borough Council is committed to delivering good quality homes that are well maintained and meet the needs of our tenants.

Services can be at risk to random failures and from time to time things can go wrong.

This policy sets out our approach to compensation for service failure, it also details circumstances when compensation will be considered and what the criteria and compensation may be.

It should be noted that this is not an extensive list and each case will be considered in its own merit.

It also sets out when compensation will not be considered.

## 2. Aims and Objectives

The Council aims to provide high quality service to its tenants, however we recognise that there will be some situations when tenants may suffer some loss, disadvantage or inconvenience as a result of our actions or a contractors actions and that in some circumstances compensation may be appropriate.

## 3. Compensation awards

Swindon Borough Council Housing will follow the Housing Ombudsman's guidance for suggested compensation ranges for service failures; this is not a prescriptive list and should not be treated as such.

The impact experienced by the tenant could include stress, upset and inconvenience, time and trouble, disappointment, loss of confidence, delays in getting matters resolved, loss of amenities or room(s) and loss and damage of goods.

There may be instances where because of a service failure this resulted in increased expenditure for the tenant. This may include heating bills, takeaway meals or alternative accommodation. This is a quantifiable payment covering an actual loss or a financial impact and evidence such as receipts to support the claim will be required.

Matters that are likely to be placed in the hands of our insurers are exempt for compensation in certain circumstances if there is any crossover.

### **Awards up to £25 (Gestures of Goodwill)**

Remedies in the range of this amount will be considered as gestures of good will rather than compensation. This may include miscommunication with the tenant that leads to inconvenience (e.g. wrong date for a repair confirmed to tenant). This small payment up to the value of £25 is to maintain good relations where actions or failed to act have a low impact. This small payment can be in the form of gift voucher.

### **Minimal issue : awards of £25 to £50**

Remedies in the range amount may be used for minimal service failures resulting in a very limited impact on the complainant. E.g. incorrectly addressing correspondence (so as to cause offence/upset, but not a breach of data protection requirements).

**Minor issue : awards of £50 to £250**

Remedies in the range of these amounts may be used for service failure resulting in some impact on the complainant. For instances where the impact was of short duration and may not have significantly affected the overall outcome for the complainant.

Examples could include e.g. repeated failures to reply to letters or return phone calls, failure to meet service standards but where the failure had no significant impact.

**Moderate : awards of £250 to £700**

Remedies in the range of these amounts may be where there is considerable service failure or maladministration, but there may be no permanent impact on the complainant. Examples may include:

- Misdirection – giving contradictory, inadequate or incorrect information about a complainant’s rights (for example in relation to decants, mutual exchanges, or preserved Right To Buy)
- Complainant repeatedly having to chase responses and seek correction of mistakes, necessitating unreasonable level of involvement by that complainant
- Complainant being repeatedly passed between staff and / or teams, with no one officer or department taking overall responsibility, or a landlord not taking responsibility for sub-contracted services
- Failure over a considerable period of time to act in accordance with policy – for example to address repairs; to respond to antisocial behaviour; to make adequate adjustments
- Serious failures but which have already been recognised and resolved by landlord, including redress for actual financial loss
- Repeated failure to meaningfully engage with the substance of the complaint, or failing to address all relevant aspects of complaint, leading to considerable delay in resolving complaint
- Significant failures to follow complaint procedure, escalate the matter or signpost the complainant

**Severe : Awards of £700 and above**

Remedies in this range may be used in recognition of mismanagement / severe mismanagement and there has been a significant and serious long-term effect on the complainant, including physical or emotional impact, or both. Examples may include :

- Long stay in temporary accommodation due to mishandling of repairs
- Mishandling or partiality in an antisocial behaviour case leading to exacerbation of tenant relations
- Erroneous or premature threat of eviction
- Failures leading to Environmental Enforcement Orders
- Serious mishandling or misdirection leading to speculative loss\* \*Whereby on balance of probabilities it can be reasonably concluded that the complainant has suffered a financial loss, but it would be speculative to try and quantify any actual loss. E.g landlord unreasonably withholding permission for assignment of tenancy

#### 4. Other remedies

Other remedies that SBC may take include a formal apology letter being written to the tenant or specific action such as offering to undertake repairs or redecoration which otherwise would have been the tenants responsibility. These remedies can be either separate from or in conjunction with an offer of compensation.

#### 5. Situations where compensation will not be considered

The Council will not compensate a complainant if -

- The Council acted reasonably, and complied with their statutory duties
- Fixtures and fittings such as bathrooms, windows, kitchens are fit for purpose, functional or serviceable
- Any lack of service, or loss of facility, is due to circumstances beyond the Council's, or its contractors, control
- There is a case of criminal damage and a police crime number has not been provided by the tenant
- The claim is for loss of earnings, if evidence cannot be provided of the money that has been lost due to the condition of the property.
- The damaged item is not available for inspection
- The damage or loss is the result of the action or negligence of the tenant or a third party
- The damage or loss is not reported immediately after the event (during the next available working week)
- The damage or loss is a result of the Council not being able to gain access to the property to carry out repair or service due to the Complainant not providing access
- A service failure due to interruptions in gas, electricity or water supplier, as result of non-performance of utility companies
- Through the action of the tenant or visitors
- Through the action of another tenant
- The damage or loss was caused by an alteration, home improvement or repair attempt by the complainant
- The non-availability of parts or materials prevents the Council completing repairs within the published repair timescales, and the complainant has been kept fully informed

#### 6. Fraudulent claims

If it comes to the Council's attention that a claim has been made fraudulently this will end the claim and further action may be taken against the claimant. Fraud can come in many forms not limited to false representation, failure to disclose information or by abuse of power in order to gain financial or personal gain.

## 7. Right to appeal

The council offer the right to appeal when tenants are not satisfied with the outcome of any compensation decision. The tenant can make an appeal in writing within 20 working days to Head of Housing Business Development who will review the details and respond within 30 working days.

## 8. Staff training

The council will ensure that regular induction and refresher training is available for all staff to make them aware of the Compensation policy to insure that a positive service is provided to its tenants.

## 9. Making a claim

Tenants can contact Housing with regard to anything covered within this document, following the Customer, Complaint, Comments and Feedback process.

- Online at [www.swindon.gov.uk](http://www.swindon.gov.uk)
- By email to [housing@swindon.gov.uk](mailto:housing@swindon.gov.uk)
- By telephone to Swindon 445503
- By letter to:-

Director of Housing  
Swindon Borough Council  
Civic Offices  
Euclid Street  
Swindon  
SN1 2JH

## 10. Linked policies

List of SBC policies that are link/ connected to the Compensation policy:

- Swindon Borough Council Customer Feedback policy

## 11. Equality Impact Assessment

An Equality Impact Assessment has been carried out to determine whether this policy could have an impact on any tenants, which unfairly discriminates or disadvantages them in the context of the Equality Act 2010. Through the implementation of this policy, all reasonable adjustments will be made to ensure we provide a fair and equitable service to all.

## 12. Policy review date

Date of Approval-	Approved by-
-------------------	--------------

Effective date- April 2023	Date of next review- April 2024
Author- Arlene Griffin	Policy owned by- Director of Housing

## Appendix 1

### List of mandatory/statutory payments

1.1 The following point explain what is required by law where local authority tenants are entitled to compensation because of legislation:

- **Improvements:** Where a tenancy is ending and the tenant has completed improvements to their home after 1 April 1994, the tenant may be entitled to compensation for these improvements. This does not apply to fixed-term tenancies.
- **Right to repair:** This covers specific repairs, known as 'qualifying repairs' which cost less than £250 and should be completed within a set time limit in order to have been attended and made safe.
- **Home loss:** May be made to tenants who have lived in their property for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition of their home.
- **Disturbance:** May be made to people 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 costs.
- **Disrepair:** This is compensation payable where it can be proven that an actionable statutory repairing duty has been breached and is based on quantifiable loss (see below). If any such breach is an actionable one and there is no defence to the claim; then legal costs may be sought by the Claimant.
- **Quantifiable loss payments:** These payments may be made where the landlord has failed to meet its obligations and comes with a caveat that any such costs must have been reasonably incurred and evidence of such loss has been provided.

Examples of where this compensation may be appropriate include: increased heating bills due to disrepair; having to pay for takeaway food in circumstances where the tenants oven has broken and there is actual loss or a financial impact, evidence such as receipts will be required.