



Compensation Policy

1 Policy Statement

- 1.1 United Communities is committed to providing an excellent standard of service but there may be times when we do not meet the standards set out in our policies and in the Tenants' Handbook.
- 1.2 We recognise that occasionally the service may drop below the agreed and expected levels and that inconvenience may be caused to our customers. In these circumstances, we will consider a discretionary offer of compensation, with each case considered on its merits. Compensation is an amount of money paid to a tenant to pay for extra costs or time and effort, where we have failed to deliver a service and when a tenant has acted reasonably in helping United Communities to resolve the problem.
- 1.3 United Communities has liability insurance for significant claims for damages where we have been negligent. This policy is designed to effectively deal with small claims for compensation caused by failure to meet our own standards. Any claim for compensation for injury or on medical grounds will always be referred to our insurers.
- 1.4 The policy describes the circumstances when a tenant may be entitled to compensation and how we work out the compensation that may be paid to a tenant if things do go wrong.

2 Key Principles

- 2.1 United Communities will not pay compensation for damage that would normally be covered by a Home Contents Insurance policy, which is the tenant's responsibility to put into place. Compensation for damage to a tenant's property will only be paid by us where it is a clear consequence of service failure.
- 2.2 Where the service failure sits with a contractor or other representative acting on our behalf, we will seek to resolve the matter directly with the tenant as our customer and our procedures will provide for the recovery of payments from contractors where that is appropriate.
- 2.3 Tenants must have taken any reasonable steps to mitigate the cause of the problem or the damage caused (i.e. by moving possessions away from an area affected by damp or a leak). Tenants must supply any supporting information that can be reasonably expected for us to assess the claim. We reserve the right to refuse a claim where it feels that insufficient, inaccurate information has been supplied.
- 2.4 The level of compensation payable will be commensurate with the level of inconvenience, stress, disturbance or annoyance suffered by you or the extra costs you have incurred and the level to which United Communities may have been directly responsible.



- 2.5 Any offers United Communities make to pay discretionary compensation will be made on the basis that it does not constitute an admission of legal liability, whether or not this is explicitly stated in any correspondence.
- 2.6 Compensation payments will be approved in accordance with United Communities Standing Orders.

3 Compensation may be offered in the following situations

- 3.1 **Damage to Property by Contractors or United Communities Staff:** When a Contractor employed by UC or a UC employee damages a tenant's home/property through negligence.

Amount of Payments: the cost of repair or replacement less fair wear and tear

- 3.2 **Broken Appointment Costs:** When a Contractor does not turn up for an agreed appointment slot. The tenant must tell us within 10 minutes of the end of the appointment slot. This is so we have the chance to contact the Contractor, find out the cause of the broken appointment and arrange a new appointment straight away. If you break an appointment we will charge you the same amount.

Amount of Payments: £25.

- 3.3 **Home Loss:** When a tenant is required by us to move permanently from their home, if it is due to be redeveloped, improved or demolished, we will pay a Home Loss payments which is set by statute. It applies where you have been living at the property over the last twelve months and can be claimed up to six years after you move. We will also consider all reasonable requests for "Disturbance" payments when your home is redeveloped, improved or demolished, to cover out of pocket expenses associated with the move. A tenant will be required to produce written estimates from reputable contractors and this can include, but is not limited to payment for removals, disconnection / reconnection charges and refitting of carpets. We will also consider requests for Disturbance payments where you are required to move out of your homes on temporary basis for redevelopment or improvement purposes.

- 3.4 **Right to Repair: This is a statutory scheme.** When United Communities fails to carry out a "Qualifying Repair" of value less than £250 within the guideline time limit

- and a tenant has told us for a second time about this failure
- and we fail to carry out the repair within the second guideline time limit

Amount of Payments: £10 one off payment and then £2 per day after the second time period expires up to a maximum of £250



The definition of a Qualifying Repair includes: unsafe power, or lighting sockets, or electrical fittings; blocked flues to fires or boilers; leaking roofs; toilets that won't flush; blocked sinks, baths or basins; leaking or flooding from pipes, tanks or cisterns; loose or broken banisters or handrails

3.5 Failure to Carry out Service Charge Work: When we fail to carry out service charge works.

Amount of Payments: We will credit the cost of the works to the service charge account so that tenant's are not charged for the works.

3.6 Home Improvements: If a tenant leaves a home/property they may seek compensation for certain improvements that they may have made if they enhance the value of the home/property and United Communities would normally have been responsible for them. We can give you a list of these improvements.

Limitations on Payments: A tenant must have obtained written permission from United Communities before work started, submitting 3 written quotations from bona fide contractors and saying which quotation has been accepted and the reason for that choice. United Communities has the right to reduce the amount of any compensation if it considers that the quotes costs are unreasonably high. We will then give permission in writing. Claims must be made within 28 days of the leaving date. You cannot claim if the tenant is a leaseholder/shared owner or if the tenant is buying the property from us or if the tenancy is terminated through legal action.

Amount of Payments: The cost of the improvement is reduced in proportion to the remaining notional lifespan of the improvement, which is generally 10 years (a full list of eligible improvements and their notional life is available on request).

4 United Communities will not offer compensation in the following situations

- A tenant owes United Communities money. The amount of the compensation will be used to reduce the debt.
- The repair is tenant's responsibility (see Tenants' Handbook for a list of repairs for which the tenant is responsible).
- The damage was caused by the tenant, or someone else living in or visiting the property for which tenants are responsible.
- The delays are beyond our control, such as very bad weather.
- The tenant has not acted reasonably in helping us to resolve the problem e.g. the tenant fails to give/allow access to the Contractor to carry out a repair.
- Accidents, water leaks, burglary, fire or similar cause damage to your property. These costs will normally be covered by a tenants home contents insurance, for which they are responsible.
- United Communities has not been negligent in its actions.
- The service failure, damage or loss of facilities occurred over 3 months before the compensation claim. In exceptional circumstances where there has been continual contact in resolving issues of service failure or loss of facilities will compensation be considered for events that occurred more than three months previously
- The tenant is under notice to leave the property.
- There is dust, noise or disturbance caused by maintenance work.

5 How to apply for compensation

5.1 Compensation can be apply for in writing or by contacting United Communities. When necessary include evidence such as photos, bills or receipts to support the claim.

5.2 How we will process your claim

We will acknowledge the claim within 5 working days, including any request for further information. UC staff may need to visit your home to take full details of the claim and inspect any damage. It is important that tenants retain any damaged items. UC will reply fully within a further 10 days, explaining whether or not compensation will be paid. Payments will normally be made by cheque. As explained above, if a tenant owes UC money, this amount will be deducted from any compensation payable. Any award of compensation is considered an ex-gratia payment by the member organisation and will be regarded as granted in full and final settlement of any complaint.



6 What to do if a tenant wishes to complain about the standard of service

- 6.1 If you are not satisfied with our decision or any offer, a tenant has the option to take this up under our Customer Feedback Policy or complain to the Independent Housing Ombudsman or seek legal redress.

7 Monitoring and Review

- 7.1 We will record and report compensation payments to ensure that the reasons why payments are being made is known, and where these indicate a need to change practice or procedure, this can be actioned.
- 7.2 This Policy is due for review in 2021. The effectiveness of this Policy will be constantly be monitored and may be updated before this date or following any changes to relevant legislation.