

Gloucester City Homes



Customer Compensation Policy

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Bengali

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

Chinese

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Gujarati

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઈન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો.

Polish

Aby uzyskać ten dokument w innym języku lub formacie, albo jeżeli potrzebujesz usług tłumacza, skontaktuj się z nami.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

Translation reads:

If you would like this document in another language or format or require the services of a translator, please contact us.



STATUS (Draft / Approved / Updated / Archived)	REFERENCE
APPROVED	Gloscitys76/GCH/ALMO Project/Policies & Procedures/06 Current GCH Policies & Procedures/Access, Customer Care and User Focus/Compensation/GCH Compensation Policy & Procedures - Controlled.doc
<p>Important Notice: Printed paper copies of this procedure are uncontrolled. The current version of this procedure is available on the Intranet</p>	

Documentation Master Sheet
Amendments to this Document are Detailed Below

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2	14.3.2006	Second Draft		GIH	
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GLOUCESTER CITY HOMES COMPENSATION POLICY

1. Purpose of this Policy and Procedure

- To compensate residents or applicants for service failure.
- To compensate residents who, through no fault of their own, are required to move home either temporarily or permanently; compensation in such cases will leave the resident in no better or worse position than they would have been if no disturbance took place.

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2. Background Information

This Compensation Policy sets out a formal structure for awarding compensation which acknowledges that, in some circumstances, redress has to go beyond an apology or an acknowledgement of procedural fault, as well as setting out our approach to paying disturbance allowances in the case of temporary or permanent re-housing.

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3. Who does the policy apply to?

- Tenants of ours, both temporary and permanent.
- Leaseholders and shared owners where applicable
- Applicants for housing
- Others who may directly or indirectly receive or be affected by the services we provide.

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4. When should we pay compensation?

Broadly, compensation and/or disturbance allowances will be payable in situations where:

- (a) There is a failure to undertake a repair within the specified time limit where a claim under the existing, statutory, right to repair scheme applies.
- (b) A resident or applicant experiences a significant failure in service or a loss of facilities that causes undue distress, disturbance or annoyance for an extended period.
- (c) The resident suffers disruption and/or removal to alternative accommodation during the course of major repairs or refurbishment works to their home.
- (d) The resident has made a complaint, or circumstances exist, where compensation is considered a fair remedy, the complaint or circumstances being of a nature not referred to elsewhere in this policy. This policy will not apply to anything that might give rise to a claim under our liability insurance.

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5. What Compensation should be paid?

5.1 Current statutory right to repair scheme

- (a) Compensation will only be payable where there have been delays in completing priority 1 (emergency/24 hours) or priority 2 (urgent/7 days) repairs. Examples of qualifying repairs are contained within the residents' handbook. Priority 3 (routine/28 days) works do not qualify.
- (b) Compensation for delays in completing priority 1 works will only apply where the emergency aspect of the work is not completed within the specified timescale. Once the immediate threat to the health/safety or security of the resident has been dealt with the remainder of the work will be dealt with as a priority 2 (urgent/7 day) repair.
- (c) If the Gloucester City Homes fails to acknowledge or respond to correspondence within five working days of receipt and provide a detailed response within a further fifteen working days where in the view of the Company such a response is necessary, then on request a payment of £12.00 will be made to the applicant or resident concerned.

- (d) Compensation will only be payable where work is not completed within the target time provided the resident has advised us that the original work is late; and any delay is not the resident's fault.
- (e) The statutory right to repair scheme gives us a second chance to complete the work. If, at the second attempt, it is not carried out within the timescales, compensation is payable as follows:
 - (i) A flat-rate payment of £10.00 *and*
 - (ii) £2.00 per day for each day the repair is not completed after the target time has expired;
 - (iii) The total compensation payable will not exceed £50.00.

Compensation may be set off against any arrears or sub-account debts owed to us.

Additional elements (outside the Right to Repair legislation):

- (a) Where we or the resident has provided an alternative form of heating following a heating breakdown and the running costs of this are more expensive than original heating system, then we will pay the reasonable difference between the running costs of both systems - £2 per day.
- (b) Where we provide a de-humidifier to aid the drying out of a property following a leak or flood, then we will pay for the running cost of the equipment - £2 per day.
- (c) To avoid creating undue hardship we will make advance payments in relation to sections (f), (g) above. This will apply in particular to those residents whose continuing fuel supplies depend on the use of pre-paid key meters.

Compensation will **not** be set off against any arrears or sub-account debts owed to us.

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5.2. Service failure

- (a) If an officer of Gloucester City Homes or a contractor fails on two occasions to keep a mutually agreed appointment (that will usually have been made on an am or pm basis without stating a specific time) without, in our opinion, cancelling in good time or giving reasonable notice, then on the second



occasion, upon request a payment of £12.00 will be made to the resident or applicant concerned.

- (b) If Gloucester City Homes fails to acknowledge or respond to correspondence within 5 working days of receipt and provide a detailed response within a further 15 working days where in the view of the Company such a response is necessary, then on request a payment of £10.00 will be made to the applicant or resident concerned.
- (c) Where, in our opinion, it can be demonstrated that someone has reasonably incurred undue expense in travelling, telephone calls, postage etc in pursuing a complaint then we will consider reimbursing the individual for the reasonable costs that they have incurred. Subject to the nature and extent of the claimed extra expense, we may request copies of bills or receipts in order to substantiate the claim.
- (d) If the cleaning of internal common areas is not carried out on two consecutive cycles then residents will receive reimbursement to an amount equivalent to that element of the service charge for the second period and any subsequent consecutive period that the service is not provided. All affected residents will receive compensation irrespective of who or how many notify us of the breakdown in service. These payments will be in addition to any end-of-year credit adjustments made to individuals' service charge accounts as a result of budgeted costs not being incurred because of work not having been carried out.
- (e) If grounds maintenance work is not carried out for two consecutive cycles (a cycle being fourteen days between April and October and 28 days between November and March) then residents will receive reimbursement to an amount equivalent to that element of the service charge for the second period and any subsequent consecutive period that the service is not provided. All affected residents will receive compensation irrespective of who or how many notify us of the breakdown in service.

Again, these payments will be in addition to any end-of-year credit adjustments made to individuals' service charge accounts as a result of budgeted costs not being incurred.

[Compensation may be set off against any arrears or sub-account debts owed to us.](#)

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5.3. Disturbance allowances

If we are carrying out major repairs, alterations or improvements to residents' homes and we require the resident to move out temporarily or permanently in order to carry out the works, we will pay disturbance allowances. Such allowances are intended to reimburse the resident for actual, reasonable, expenses incurred, or allow a notional sum in appropriate circumstances. The effect of the payments will be that the resident will be in no worse or no better a position than they would have if had they not needed to move. The payments will normally include:

(a) Permanent moves:

- (i) Removal contractors' expenses. Up to three quotations may be requested.
- (ii) Disconnection and reconnection of television aerials, telephone, cooker, plumbed-in appliances.
- (iii) A contribution to meet the cost of altering carpets and curtains or providing new ones where it is not reasonable to expect existing ones to be altered.
- (iv) Redirection of post.
- (v) Kennel fees.
- (vi) Other reasonable costs with prior approval.
- (vii) The statutory "Home Loss" payment. This payment does **not** apply where permanent rehousing takes place because of major repairs only. It is only payable where there are improvements / alterations / redevelopment / demolition to and of the property and where the resident is not given the opportunity of returning to it once the works have been completed directly because of the nature of those works.

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(b) Temporary moves:

- (i) Removal contractors' expenses. Up to three quotations may be requested and will cover both moving out of the resident's home and moving back.
- (ii) Disconnection and reconnection of television aerials, telephone, cooker, plumbed-in appliances both to the temporary accommodation (if applicable) and back to the permanent home.
- (iii) Storage costs, where it is unreasonable to expect some or all of the resident's possessions either to remain in the permanent home while works are being carried out or to be taken by the resident to their temporary accommodation. Up to three estimates may be requested.

- (iv) Redirection of post; both to the temporary accommodation and back to the permanent home.
- (v) Kennel fees.
- (vi) Subject to reasonable limits, we will meet the cost of temporary accommodation as follows:
 - The full cost of alternative local authority or housing association accommodation; or
 - Bed and breakfast costs, based upon local rates, and meal allowances (apart from breakfast); *or*
 - Where someone chooses to stay with friends or family, a payment to help meet the extra cost incurred by the host household in providing the temporary accommodation; or
 - In extreme circumstances, the cost of hotel accommodation.
- (vii) Other reasonable costs with prior approval.

If a resident has been notified that they will have to move in order that Gloucester City Homes can undertake major repairs/improvements to their home and then is evicted for some other reason (eg rent arrears) in advance of the work commencing, no statutory Home Loss payment or other disturbance allowances will be paid.

If a resident is already registered on our transfer list before being notified that they will have to move in order that Gloucester City Homes can undertake major repairs/improvements to his/her home, then he/she will be entitled to disturbance allowances payments as above if the purpose of them moving is in order that the works can commence.

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(c) Joint tenants

- (i) Any Home Loss payments should be divided equally between joint tenants unless they jointly agree some other arrangements. This may be a problem when one of a couple has disappeared, though in this instance if it can be established that it is not their only or principal home any longer, then the remaining party will be entitled to all of the Home Loss payment.
- (ii) Disturbance payments reflect the actual expenses incurred by individuals and therefore in the case of joint tenants, payment should be made to the person who has incurred the expenditure unless the parties agree otherwise.

Compensation for disturbance will **not** be offset against any arrears or sub-accounts owed to us.

5.4. Compensation arising from a complaint or other circumstances not dealt with elsewhere in this policy

- (a) We will offer compensation to someone who has made a complaint to us; and where we feel that financial compensation is justified, given the circumstances. The amount of such extra-ordinary payments will be guided by amounts set in court or by the local government ombudsman in similar circumstances.
- (b) We may also offer compensation to someone who has suffered distress, annoyance or inconvenience arising from events or circumstances not covered elsewhere in this policy.

Compensation for this section may be offset against arrears of rent or service charges.

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5.5. Loss of or damage to residents' possessions

If damage has occurred to a resident's possessions as a result of our failure to deal with a dis-repair to his/her home then the matter will be referred for consideration to either our insurers or those of the contractor engaged on our behalf within 24 hours of Gloucester City Homes becoming aware of the damage.

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5.6. Disputes

In the event of a dispute arising from the application of this policy, the complaint will be dealt with in accordance with Gloucester City Homes Compliments, Comments and Complaints Policy.

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6. Review of Compensation Levels

Other than those set by the government through legislation or regulation (e.g. section 4.1 Right to Repair), rates of compensation will be reviewed annually and any changes will be effective from 1 April each year.

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7. Monitoring and Review of Policy & Procedure

Any compliments, comments or complaints made about this policy and procedure will be dealt with in accordance with the Gloucester City Homes Compliments, Comments and Complaints Policy.

Performance will be reviewed at least quarterly and any suggestions for improvement will be referred to the appropriate decision making body i.e. the relevant Director for small incidental procedural improvements; Executive Management Team for decisions with a company wide procedural implication, Board of Management for a company policy change and the City Council for a City Council policy change and the Tenants Forum and Leaseholder Forum for customer views.

Where policy changes are required we will convene a customer focus group; carry out a customer survey and consult the Tenants Forum and Leaseholder Forum prior to forwarding policy changes to the Board and City Council for approval.

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