

Compensation Policy

Policy

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Responsible Executive:	Director of Operations		
Ratifying Authority:	Board	Date ratified:	June 2026
Date of previous review:	September 2024	Date of next review:	June 2029
Details of Consultation Internal and External:	ET Consultation April 2026		
Equality Impact Assessment:	YES	EIA Completed on 12 March 2024	
Frequency of Review	This policy will be reviewed every three years or more frequently if required to ensure that it complies with any changes in good practice, legislation or regulation.		
Status	Final		
Version No.	1		
File path	Compensation Policy link		
Related Policies	1) Complaints policy 2) Unacceptable Behaviour Policy		
Appendices	Appendix (1) Implementation of Policy Appendix (2) Compensation Amounts Procedure- Staff Guidance		

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1 Introduction

- 1.1 Housing for Women is committed to consistently provide an excellent service to all our tenants. However, we recognise that there are times when our service fails to meet the high standards we have set. If we fail to meet our own service standards or provide a poor service, we aim to put things right. At times this may involve paying compensation.
- 1.2 This policy (including Appendix 1 and Appendix 2) is aligned with Part 7 ("Putting Things Right") of the Housing Ombudsman Complaint Handling Code (2024) and reflects the Housing Ombudsman's updated guidance on compensation and remedies effective from 1 April 2026.

2 Policy aims and objectives

- 2.1 The aim of this policy is to assist staff in ensuring that a standardised approach is taken in considering compensation requests, fairly, consistently, and impartially, by balancing the needs of the individual with a recognition that all compensation paid is funded from public money, in particular rent and service charges from all tenants.
- 2.2 The aim of this policy is to state the position relating to all claims and covers.
- General claims
 - Goodwill gestures
 - Service failure (including repairs delays)
 - Compensation for tenants' own improvements
 - Home Loss and Disturbance payments under the Land Compensation Act 1973
 - Compensation for any loss of amenity or damage to possessions

3 What is compensation?

- 3.1 We define a compensation as:

- **STATUTORY OBLIGATION** - Payment of a sum of money in recognition of loss or detriment to a complainant. There are circumstances in which compensation is payable by the landlord as part of statutory obligations such as Home Loss/ Disturbance Payments and Right to Improvements. These are dealt with on a case-by-case basis by the appropriate team.
- **DISCRETIONARY COMPENSATION** – A payment made to put things right where Housing for Women's action or inaction has caused a service failure and resulting detriment to a tenant, and where a financial remedy is fair and proportionate. Discretionary compensation is restorative (not punitive) and is assessed based on the impact on the tenant, which may include (as relevant): time and trouble; distress and inconvenience; loss of amenity; and/or quantifiable financial loss. The level of compensation will be proportionate to the circumstances and should be considered alongside non-financial remedies. Discretionary compensation will be determined and assessed for the service area in which the complaint has been received and should be issued in accordance with the amounts detailed in the Compensation Amounts Procedure – Staff Guidance.

3.2 Compensation Amounts Procedure – Staff Guidance.

- If we fail to meet our published service standards (where available), our staff are empowered to put things right. Non-financial remedies are usually appropriate in the first instance, and we will not offer financial compensation in every case. A goodwill gesture (non-financial or low-value token) and/or financial compensation may be appropriate where a service failure has caused detriment. Any financial compensation will be proportionate to the impact on the tenant, and all factors will be taken into consideration, including household vulnerabilities.

4 Our methods of Compensation

- Apologising.
- Rectifying our mistakes.
- Additional Service in kind, this is a service above our normal service offer to support the tenant, i.e. decorate a room, fit cooker etc.
- Making a financial offer of compensation in accordance with our policies and procedures, by rent credit or BACs payment.
- Changes to policy and working practices

5 How we determine the compensation amount

5.1 The amount of compensation will depend upon what the claim relates to, and the type of claim being made:

- STATUTORY OBLIGATION.
- DISCRETIONARY COMPENSATION.

5.2 Factors we may consider when deciding the overall amount of discretionary compensation include (this list is not exhaustive):

- Failure to comply with Service Standards, such as delay with repairs.
- Time and trouble caused to the tenant due to Housing for Women's action or inaction.
- Distress and inconvenience experienced by the tenant.
- Loss of amenity or loss of facilities (including rooms), and the duration of that loss.
- Quantifiable financial loss and additional costs incurred due to Housing for Women's action or inaction (supported by evidence where appropriate).
- Delay or poor responses to tenants' complaints.

5.3 There are circumstances when compensation will not normally be considered. These are when it is/relates to:

- The fault of a third party (e.g. utility supplier).
- Covered by tenants' own home contents insurance (as outlined in their tenancy agreement).
- A situation which has been caused by the complainant (e.g. neglect/lack of action or wilful damage).
- Subject to tribunal or legal proceedings, (for example, where there is a Possession Order, or Suspended Possession Order against the complainant).
- Due to circumstances beyond our control e.g. severe weather.
- Requests for repair or replacement of fixtures/fittings which are not our responsibility.

- When contractors cannot get into a complainant's home, despite having made and kept to an agreed appointment.
- When a complainant has been advised of extra works required and has been kept informed.
- Due to advanced warnings about loss of service or fault, where we complete the work within specified timescales.
- If a complainant chooses to instruct a solicitor or seek legal advice, they will be responsible for the costs incurred in doing so and will not be able to recover legal costs as part of any compensation. These requests will be dealt with by Housing for Women's Disrepair Team.
- Where a tenant has unreasonably prevented or delayed resolution of the issue.
- Where there is evidence that a tenant's lifestyle has resulted in condensation and mould growth due to a lack of heating or ventilation, or lack of adequate airflow.
- Where a complaint has been previously investigated and closed.
- Claims for personal injury.
- Loss of earnings or Rental Income.

6 Management Discretion

6.1 In all cases where there has been a service failure by us and a detriment caused to the complainant, management have the discretion to offer compensation as outlined in section 5.2 of this policy.

6.2 The decision record should clearly set out the remedy rationale, including the service failure identified (if any), evidence considered, impact on the tenant (including duration), any relevant vulnerabilities or reasonable adjustments, and any mitigation by Housing for Women or the complainant.

6.3 All financial offers will be made in accordance with the Compensation Amounts Procedure – Staff Guidance. Any compensation above these limits must be approved by a director in accordance with the Financial Standing Orders.

7 Claiming Compensation

7.1 The circumstances of the complaint will be investigated in line with our Complaints Policy and, where appropriate, an offer of compensation will be made.

7.2 Where a service failure has caused detriment, we will consider and (where appropriate) offer remedies proactively and at the earliest appropriate stage of the complaint, rather than delaying redress until escalation.

7.3 Any offer of financial compensation will be set out clearly and transparently, with amounts itemised (not blended) under the relevant head(s) of redress, such as: time and trouble; distress and inconvenience; loss of amenity; and quantifiable financial loss.

7.4 All compensation offers must explain: (a) why compensation is being paid; (b) how the amount has been calculated; and (c) which element(s) of redress apply.

7.5 Where remedies include agreed actions (for example, corrective works, communications, or service improvements), we will set out the action owner and expected completion date and monitor delivery to completion.

7.6 Where compensation is not offered, or is offered in part only, we will explain the reasons clearly and confirm the tenant's right to request a review through the complaint's procedure.

7.7 Any offer and/or payment of compensation, which is made solely under the terms of our Compensation Policy and Procedure, in no way constitutes an admission of any liability for any losses incurred by the claimant.

7.8 Offers of compensation will be evidence led and made solely on belief or probability.

7.9 We will normally offset any compensation or goodwill gestures made against any arrears or debts owed to us by the tenant. It is only in exceptional circumstances payments may be made directly to the tenant if they owe Housing for Women money.

8 Appealing decisions

8.1 If a claim for compensation is turned down, or a claimant is unhappy with the amount of compensation offered, the Housing for Women complaints procedure offers the right to review the decision. A copy of the Housing for Women Complaints Policy is available on request.

9 Consulting on this policy

9.1 This policy has been developed and updated informed by feedback from tenants about our complaint handling.

9.2 This policy was also developed in consultation internally across Housing for Women, including operations, policy, and communications teams.

9.3 We will periodically review compensation decisions to identify themes, service failures and improvement actions, and use this learning to support service improvement and a positive complaint-handling culture.

10 Equality, Diversity & Inclusion Statement

10.1 Housing for Women, colleagues, partners, stakeholders, and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.

10.2 We will make sure that all our services relating to this policy are accessible and available for all tenants as set out in the requirements of the Equality Act 2010.

10.3 We have undertaken an equality impact assessment for this policy.

11 Data Protection Statement

11.1 The protection of personal data is of great importance to Housing for Women and more than just a legal obligation.

11.2 Housing for Women are the data controllers registered with the Information Commissioners Office (ICO) with the following registration numbers:

- Housing for Women: Z6468014

11.3 Our data protection policy and procedures are governed by UK GDPR and the Data Protection Act 2018. We collect and process personal information to provide housing services and meet our contractual and legal obligations. All staff and persons are approved and authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.

11.4 You can also contact the Data Protection Officer / Data Compliance team at customer.service@h4w.co.uk

12 **Associated documents**

- Complaints Policy
- Decant Policy

Appendix (1) Implementation of Policy

1. Positive practice (Housing Ombudsman)

1.1. To reflect positive practice as recommended by the Housing Ombudsman's Spotlight reports and learning from complaints, we will:

- Offer remedies proactively and at the earliest appropriate stage (do not delay redress until escalation where detriment is already clear).
- Focus on the impact on the tenant (not process failure alone) and aim to be fair, proportionate and restorative (not punitive).
- Consider the full range of remedies: apology, explanation, corrective action, practical support, service improvement and (where appropriate) financial compensation.
- Consider individual circumstances, including vulnerability, safeguarding risks and any reasonable adjustments needed, when assessing impact and remedy.
- Be transparent: where compensation is offered, itemise amounts under the relevant head(s) of redress (time and trouble; distress and inconvenience; loss of amenity; and/or quantifiable financial loss) and explain why it is being paid and how it was calculated.
- Follow through: record agreed actions and timescales, and track completion to ensure the remedy is delivered.
- Learn from outcomes: periodically review cases to identify themes and improvement actions and share learning to reduce repeat failures.

2 Deductions of outstanding debts to Housing

- Any amounts owing to Housing for Women by the tenant, by way of rent arrears, outstanding service charges or sundry debts will be deducted from any payments made unless a complaint is to do with an arrears or service charge figure. The amount will be calculated, and a credit made on the relevant rent, service charge or sundry debt account. Payments however will not be offset against rent arrears, service charge or sundry debts where the payment is regarding a financial loss.
- Payments made in respect of an insurance claim cannot be automatically offset against monies owed to the group; however, tenants should be encouraged to use the payment to clear any arrears.

3 Claims against third parties.

- Where we receive a claim against a third party, such as a contractor working on our behalf, we will actively enforce any contractual provisions and, where appropriate, provide contractor contact details to our tenants to assist them in pursuing their claim. Complaints against contractors will be monitored to identify trends. If Housing for Women chooses to offer a gesture of goodwill this does not constitute an admission of liability. Any claims against Housing for Women should be referred to the company's insurers to establish whether the claim is valid.

4 General claims

- Housing for Women is committed to delivering quality services and will, at its discretion, consider the settlement of claims where, through its own omission or fault, it fails to deliver the appropriate and agreed level of service.

- Where an appropriate level of service has not been delivered, the policy also allows staff, directors, and operational managers to agree appropriate remedies within their delegated authority, which may include a goodwill gesture and/or financial compensation. Where financial compensation is offered, it should be communicated transparently and itemised under the relevant head(s) of redress (for example: time and trouble; distress and inconvenience; loss of amenity; and/or quantifiable financial loss).
- Payments will not be made if the Group has taken reasonable steps to remedy any failure of service delivery that has arisen due to unavoidable circumstances or if the tenant or service user prevents or delays the service delivery or has contributed in some other way to the service failure.
- Claims for injury, damage to property or costs incurred through the negligence or alleged negligence of the group's staff or its agents will be referred to the Housing for Women's insurers for consideration and action.

5 Expressions of Dissatisfaction

- The Group may decide that service failure for Expressions of Dissatisfaction warrants a remedy. The investigating officer may consider a goodwill gesture (for example, flowers, chocolates or vouchers) or monetary redress in these types of cases. This should be considered where a tenant has received a poor service, not received a service, or received a service that has been unreasonably delayed. A goodwill gesture does not constitute an admission of liability. Where monetary redress is offered, the amount must be explained and (where applicable) itemised under the relevant head(s) of redress (for example: time and trouble; distress and inconvenience; loss of amenity; and/or quantifiable financial loss).

6 General Data Protection Regulation (GDPR) Compensation

- Data protection is regulated by the Information Commissioner's Office (ICO) and with effect from May 2018, individuals can seek compensation in increased circumstances including distress because of an organisation committing an information security breach.
- All GDPR compensation requests should be dealt with by the Director of Finance and Resources, who is the Group's Data Protection Officer. Compensation will be managed on a case-by-case basis and with advice from the ICO where applicable. All compensation payments of this nature must be signed off by a member of Executive Management Team (EMT).

7 Compensation for tenants' improvements

- When a tenancy is ended, Housing for Women will compensate its tenants for any qualifying improvements made to their homes after April 1, 1994. Compensation will only be payable if:
 - Permission had been requested in writing to Housing for Women to allow the improvements to be undertaken and Housing for Women has granted permission.
 - The cost of the improvement is not too high. Three quotes from contractors must have been obtained and copies sent to Housing for Women and a final invoice sent on completion.
 - The improvements complied with statutory approvals.
 - The tenants agreed to allow a Housing for Women Surveyor to inspect the property.
 - The improvement has been maintained.
 - The improvement does not benefit a future tenant of Housing for Women

- A claim will not be considered if:
 - The tenant is buying their home through the Right to Buy or Right to Acquire Scheme
 - The tenancy is terminating because of legal action taken by Housing for Women to recover the premises.

8 Compensation for Home Loss or Disturbance

- If a resident is made to move permanently from their home due to improvement or development the resident will be paid compensation in accordance with the statutory requirement set out in the Land Compensation Act 1973 which is reviewed annually. The resident must have been in occupation of the dwelling as his/her main residence for a period of one year before the move. A Home loss payment will only be paid once.
- Only residents who have an outright legal interest in the property will qualify for Home Loss. Lodgers and sub tenants do not qualify.
- Disturbance payments will be paid to residents for the reasonable financial costs incurred with having to move from their home or losses suffered because of the move. This can be paid in addition to the home loss payment.
- It is recommended that such cases are assessed on a case-by-case basis to additionally pay all reasonable relocation expenses.
- All payments of 'Reasonable Relocation Expenses' must be supported by the production of receipts which shall be retained by Housing for Women.
- These can include:
 - Cost of removal carrier or van hire
 - Reconnection of all existing appliances at the new home. This could include telephone, cooker, washing machine, tumble dryer, dish washer, a separate line for computer, satellite, or cable TV (if these were at the previous home). It may also include any special appliances required for any special needs within the existing household.
 - Cost of taking up and relaying carpets and alterations to existing curtains. Housing for Women will not pay the cost of replacing existing items with new but will pay the equivalent alteration costs which can be offset against the costs of replacement receipts.

The Decant Policy must be referred to when assessing any payments for Home Loss and Disturbance.

9 Loss or damage to a tenant's belongings

- Tenants are strongly advised to take out home contents insurance to insure their personal possessions and decorations against damage or loss to fire water damage, burglary etc. This policy is not intended to replace or compensate for the lack, on a tenant's part, of contents insurance.
- If a tenant believes that Housing for Women, or a contractor working on behalf of the company, is liable for damage or personal injury then the claim should be assessed and referred to the appropriate insurance company. Tenants should not be asked to claim on their home contents insurance unless there was no way Housing for Women could have prevented the damage from occurring.
- Home contents insurance is normally on a 'new for old' basis, which means that damaged items will be replaced. A liability claim against Housing for Women will, if successful, be on an 'indemnity' basis which deducts an allowance for wear and tear; tenants should be clearly informed of this when pursuing a claim against Housing for Women.
- All claims for personal injury must be referred to our Insurance Section and dealt with outside of this policy.
- To progress any claim the tenant will be asked for proof of damage and value including receipts and photographs where applicable. Tenants must have taken all reasonable steps to prevent further damage such as moving items away from an area affected by a leak and allowing access to a contractor to conduct a repair.
- At no time should any indication be given that the tenant will receive financial compensation – this is dependent on liability being proved against Housing for Women.
- If a tenant does not have home contents insurance, their claim would fall into one of the following categories:
 - Housing for Women was warned about a problem and failed to take adequate remedial action within a reasonable period. This is then an insurance issue.
 - The contractor caused damage whilst conducting a repair or the repair was inadequate. This is the contractor's fault and usually an issue for contractor's insurers.
 - Housing for Women did not know about and could not have foreseen the problem because we were not alerted to it. This is unlikely to be deemed Housing for Women's fault and is an issue for our insurers to advise and determine.
- Housing for Women staff within the Insurance Team will respond to and administer insurance claims in a timely manner; however, tenants should be made aware that Housing for Women have no control over the timescales in which decisions are made by our insurers. Typically, insurers have 21 days to respond to a claim and a further 90 days to establish whether Housing for Women is liable.
- Following that there is no timescale in which to decide on a payment and depending on the nature of the claim this can take months or even years. Tenants should be made fully aware of this when we are communicating with them regarding their claim.

10 Compensation for any loss of amenity

- Compensation will be paid for loss of a room or amenity where something has gone wrong, where Housing for Women has not been able to offer alternative accommodation.
- If there is a planned improvement agreed with the tenant – no compensation will be paid unless it takes longer than promised, the tenants have not been kept informed of any unforeseen delays and it is outside of HFW control.
- Compensation will be payable where there is a loss of amenity. For example: a roof leak may be compensated to cover a percentage of rent paid and for any inconvenience caused.
- Any payments for a decant will be made on a case-by-case basis and in discussion with the Head of Service responsible for the operational management of the tenure type concerned. i.e. Head of Housing
- The rates will apply where works take longer the expected more than one working day to complete and will be calculated pro-rata per full 24-hour period without the amenity.
- Where communal heating systems fail for at least 48 hours, tenants will be compensated using the loss of heating and hot water payment criteria from the first full 24 hours they have been without the facility.
- Where communal lifts fail for an excess of at least 21 consecutive days, tenants will be compensated for each day thereafter where the lift remains out of service, when an alternative solution has not been provided.

11 Additional offers of compensation

- This section of the procedure set out the process to follow in assessing compensation in cases where there is no statutory right to compensation.
- There will be circumstances where discretionary offer of compensation may be the only available option. For example, where:
 - Housing for Women has taken appropriate action but has delayed in doing so and the delay has caused wrong.
 - There is no practical action which would provide a full and appropriate remedy.
 - The complainant has sustained financial loss or has suffered stress and inconvenience.
- A full list of remedy includes:
 - An apology
 - An explanation
 - An assurance that the same thing will not happen again (monitored to make sure it does not)
 - Action that can be taken to put things right.
 - Financial compensation.

- When applying a remedy, you should ensure the remedy is appropriate to the mistake and should as far as possibly put the complainant in the position he or she would have been in but for the mistake.
- When assessing financial compensation, the compensation matrix should be used as guidance to ensure consistency. The following factors will help to ensure the amount is appropriate and reasonable:
 - The passage of time, including response times by Housing for Women related to the nature of the problem.
 - Amount of time expended by the complainant.
 - Difficulty experienced by the complainant in dealing with Housing for Women
 - The degree of inadequacy of Housing for Women's responses to verbal or written communication
 - Whether the inadequate response of Housing for Women resulted to any extent from wilful action, as opposed to poor administration.
 - The level of minor or unquantified expenses incurred by the complainant (such as significant postage or telephone costs, and travel costs) excepting significant quantified expenses (such as legal or other professional fees) which are separate elements of compensation.
- Management and staff have the discretion to offer compensation. The following standard rates sets out examples of amounts that can paid where there has been a clear service failure:
 - Where a paid estate service has not been provided to agreed standards, specifications or frequency for a minimum of 3 months, tenants will receive reimbursement of service charges for the period that the service was failing.
 - In line with the Housing Ombudsman guidance, tenants can be considered for compensation for their time and trouble taken in drawing a matter to HfW
- In extreme cases where service failure has caused significant inconvenience to a tenant, then an ex-gratia amount of compensation may be payable. This may also apply to cases of inconvenience, but where service failure is not clearly proven, but the principles of this policy are applicable.
- In certain circumstances where the complainant owes money to Housing for Women (for example, rent arrears, service charges or sundry debts), it would usually be appropriate for *discretionary* compensation to be offset against the debt. The amount will be calculated, and a credit made on the relevant rent, service charge or sundry debt account. In such a case the complainant should be clearly informed in the response to their complaint that the compensation will be offset against the debt.
- *However, any compensation ordered by the Housing Ombudsman should not be offset against arrears and should be treated separately from any financial arrangement between Housing for Women and the tenant.*
- Compensation should not be offset against debt in circumstances where the compensation is awarded for a specific practical purpose such as decoration after repairs. In a case where compensation has been awarded, with £x amount specified for redecoration and £y amount specified as a time and trouble payment or inconvenience, it would usually be reasonable for the time and trouble or inconvenience element to be offset against the debt.

- Payments made in respect of an insurance claim cannot be automatically offset against monies owed to Housing for Women; however, tenants should be encouraged to use the payment to clear any arrears.
- Further advice on the amount of appropriate compensation can be obtained from the Complaints and Customer Service team.

12 Non- Statutory Compensation

We will offer compensation where a tenant can demonstrate they have suffered severe inconvenience equivalent to financial loss due to our service, or severe inconvenience to the tenant. Each case will be determined by the relevant Director of Service up to the amount of £3000, following consideration of the extent of financial loss and/or extent of inconvenience. The maximum payment permitted under these combined categories is £3000 and will be authorised by the Director of Operations.

13 Forms/Appendices

Appendix 1 - Compensation Amounts Procedure- Staff Guidance

14 Further information

Details of Policy Holder

Director of Operation: Alison.Brown@h4w.co.uk

Governance Manager: Theodora.Ugo@h4w.co.uk [Tel:02037523573](tel:02037523573)

Appendix (1)

Compensation Amounts Procedure- Staff Guidance

Discretionary Compensation - This is defined as payment, either obligatory or discretionary, of a sum of money in recognition of loss or detriment to a complainant. Each case will be considered on its own merits, and our staff may discuss the situation with the tenant, to gain their views as to what would be an acceptable remedy, dependent on the situation. Consideration is given to the duration of any avoidable distress or inconvenience, the seriousness of any other unfair impact, actions taken by us or the complainant which either mitigated or contributed to actual financial loss, distress, inconvenience or unfair impact and the level of rent or service charges.

Early resolution – Where a service failure has caused detriment, staff should consider and (where appropriate) offer remedies proactively and at the earliest appropriate stage of the complaint, rather than delaying redress until escalation.

Transparency and communication – Any offer of financial compensation must be set out clearly and transparently, with amounts itemised (not blended) under the relevant head(s) of redress, such as time and trouble; distress and inconvenience; loss of amenity; and quantifiable financial loss. The response must explain: (a) why compensation is being paid; (b) how the amount has been calculated; and (c) which element(s) of redress apply.

Using Housing Ombudsman guideline amounts – Where a complaint is likely to be escalated to the Housing Ombudsman, staff should be mindful of the Housing Ombudsman's compensation guidance (published February 2026). For the specific service losses set out in that guidance (for example, loss of heating/hot water, loss of power and missed appointments), if the Housing Ombudsman guideline amounts are higher than the figures in this appendix, staff should consider using the higher figure when making an early offer of redress, and clearly explain the calculation and head(s) of redress applied.

TOPIC	CONSIDERATIONS / CRITERIA	LEVELS OF COMPENSATION £
FAILURE TO MEET SERVICE STANDARDS OR POLICY		
Service Failure	Where HFW has failed to comply with our Service Standards or policy (including repairs timescales), compensation may be awarded for the service failure and linked to the impact on the tenant. Where the service failure is a delay, an amount may be awarded per day (up to a maximum) from the point the repair/service is outside the applicable target timescale, taking account of any agreed access arrangements and any factors outside our control. When communicating the offer, staff must itemise the amount under the appropriate head(s) of redress (for example: time and trouble; distress and	Repairs delays (service failure) 1) £50 per day up to a maximum £500 Other Service Failures 2) Up to a maximum of £500

TOPIC	CONSIDERATIONS / CRITERIA	LEVELS OF COMPENSATION £
	inconvenience; loss of amenity; and/or quantifiable financial loss) and explain how the amount has been calculated.	
GENERAL GOODWILL		
Goodwill gestures	Goodwill gestures may be made on a discretionary basis in cases of severe inconvenience, hardship or minor making good.	Distress and inconvenience 1) Up to £1000 Time and trouble (complaint handling/communication) 2) Up to £1000 <i>Note: The Housing Ombudsman's complaint-handling guidance (Feb 2026) includes guideline amounts for complaint-handling failings which are often lower (for example, up to £250 for maladministration in complaint handling alone). Where offers exceed those guideline amounts, the rationale should be clearly recorded and explained (for example, cumulative impact, vulnerability, or significant delay affecting resolution of the substantive issue).</i>
TIME AND TROUBLE		
Time and trouble	Goodwill gestures may be made on a discretionary basis in cases of time a tenant or 3rd party has taken to resolve a situation, such as phone calls, visits, allowing for more appointments than should have been necessary. This may be in addition to inconvenience payments. No payment will be made for loss of earnings.	Evidence may be required to show costs incurred, for all other time & trouble 1) Up to £500
LOSS OF AMENITY (ROOMS OR FACILITIES)		

TOPIC	CONSIDERATIONS / CRITERIA	LEVELS OF COMPENSATION £
Loss of use of whole room	If the whole home is rendered uninhabitable, we always aim to offer tenants temporary accommodation. If we are unable to do this, we will refund their rent for each day they are unable to live there, while repairs are being completed.	Current rent & consideration given to an allowance to contribute towards the cost of meals and drinking water. This amount will be determined based on individual cases as per no access to cooking facilities below.
Loss of use of any bedroom, living room, bathroom	Where a room cannot be used, compensation will then be paid as a percentage of the rent. This will only be applicable if the whole room has not been habitable and the repair had not been completed within the agreed timescale.	1) 1 room – 3% of the weekly rent 2) 2 – rooms 5% of the weekly rent 3) 3 rooms and above 7% of weekly rent
Total Loss of kitchen / access to cooking and laundry facilities	Where the tenant/s lose complete use of their kitchen, HFW will aim to ensure the tenant is provided with temporary cooking facilities such as a plug-in electric hob or microwave. These could be used outside of the kitchen itself to ensure access to cooking facilities. If this is not an option HFW may consider paying an allowance to contribute towards the cost of meals and drinking water (where not a utility provider issue or non-payment of utility costs by tenant).	Loss of Kitchen 1) 5% of the weekly rent 2) No access to cooking facilities £15 per day per person 3) Contribution to laundry costs – if completed by family friends up to £10/week 4) If washing via a launderette will be based on actual costs incurred up to contribution of £20/week.
Total loss of washing/bathing facilities	Where there is an issue with a toilet HFW will seek to provide temporary toilet facilities (such as camping toilet), tenant/s lose complete use of their bathroom,	Loss of WC – no other WC including temporary WC 1) 5% of the weekly rent after 48 hours Loss of Bathroom – separate WC available
Loss of amenities e.g. electricity, heating and/or hot water between 1st October - 30 March. Outside of these dates, we will only consider vulnerable tenants for compensation. Examples of 'vulnerable' are those with a disability, elderly, or households with children up to the age of 5 <i>Note: where considering alignment with Housing Ombudsman specific service-loss guidance (Feb 2026), staff should refer to the guideline amounts</i>	Where a failure to complete a repair, HFW's responsibility, within the agreed timescale, has resulted in the tenant not having full use of the utilities for an unreasonable period. We would always aim to leave the tenant with some form of temporary heating. Compensation only applicable if we failed to offer temporary heating and repair had not been completed within the agreed timescale.	Winter Months (Oct-Mar) 1) Full loss- £5 per day 2) Partial loss- £2.50 per day Summer Months (Apr-Sep) 3) £2.50 per day (Hot Water ONLY) 4) Loss of lift £20 per day

TOPIC	CONSIDERATIONS / CRITERIA	LEVELS OF COMPENSATION £
<i>table above for loss of heating/hot water and loss of power.</i>		
DISCRETIONARY PAYMENT		
Discretionary payment	Manager discretion may be awarded when compensation elements do not fit within the compensation framework. This may be used in exceptional circumstances where the framework does not cover the issues. Where applicable, the discretionary amount may exceed the standard levels, subject to the required authorisation (including senior management or Director approval).	Discretionary 1) If over £500 Director would need to approve
NB: Discretion may be considered for any other categories/reasons not listed above, subject to our Compensation Policy		
INCREASED UTILITY COSTS/MAKING GOOD/SERVICE CHARGE		
Increased utility costs	Failure to complete a repair that is HFW's responsibility: HFW is unable to complete a repair without the use of specialist equipment such as dehumidifiers, or: A tenant is advised to use equipment such as a dehumidifier to resolve or remedy a repair.	HFW will compensate for proven additional electricity used. 1) Temporary heater - £2.00 per day per heater. 2) Dehumidifier - £2.00 a day per unit
Making good decorations or belongings	Where this is the fault of HFW contractors, we will cover reasonable making-good costs where liability can be evidenced (for example, negligence or poor-quality workmanship). Making good may be completed by HFW or reimbursed based on evidence of costs incurred. Where making good is required due to contractor negligence or poor-quality workmanship, this may be completed by HFW or reimbursed (subject to evidence of costs incurred).	Compensation will be determined following inspection by HFW. We will also consider depreciation. 1) £50 - £100 per room Evidence of costs incurred may be required

TOPIC	CONSIDERATIONS / CRITERIA	LEVELS OF COMPENSATION £
Failure to provide a service which is subject to a service charge	We would not award a payment if reasonable alternative arrangements to cover the service have been successfully implemented, or if only part of the service has not been delivered. e.g. if only one out of three washing machines in a supported scheme fails to be repaired, or if one light in a scheme is not repaired but others remain working, then no compensation would be considered.	If we fail to provide a service which a tenant has told us about, for which they pay a service charge, they may be entitled to receive compensation. 1) Compensation will be the amount equivalent to the cost charged for the service they did not receive. The amount will be deducted from the next years charges, and this will be provided to all those affected and not just the complainant.
RIGHT TO BUY/ ACQUIRE		
Incorrect handling of an application for RTB/RTA	This is set out in the Housing Act 1985 and subsequent guidance is provided by the DCLG. There is a process which the complainant needs to follow, and a set level of recompense. This can be found at http://righttobuy.communities.gov.uk	Within the legislative guidance, the tenant/s can start to claim rent back from the start of the delay to the end of the delay. The total amount of rent is deducted from the sales price. No compensation is payable in this instance, although HFW may consider an exceptional circumstances award of compensation, if appropriate, up to a maximum of £50

Please note below the Housing Ombudsman guideline amounts (Feb 2026) – specific service losses	These guideline amounts may be used when considering early redress and alignment with Housing Ombudsman expectations.	
Loss of heating and/or hot water – Not utility supplier	Apology plus payment after the end of the applicable repair timeframe (and where suitable alternative heating is not supplied).	£15 per day (complete loss); £8 per day (loss of one service)
Prolonged Loss of a specific service e.g. Lifts, Grounds Maintenance	Apology plus reduction of service charge by relevant amount	No set figure - reduction of service charge by relevant amount
Loss of power — Not utility supplier	Apology plus payment after the end of the applicable repair timeframe.	£10 per day (complete loss); £10 per week (loss of lighting only)
Missed appointments (contractor)	Where a pre-arranged appointment is missed due to landlord maladministration.	£15 per missed appointment