

Compensation Policy

Policy

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Related Policies	<ol style="list-style-type: none"> 1) Complaints policy 2) Unacceptable behaviour Policy 		
Appendices	Appendix (1) Implementation of Policy Appendix (2) Compensation Amounts Procedure- Staff Guidance		

1 Introduction

1.1 Housing for Women is committed to consistently provide an excellent service to all our customers. 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.

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 residents.
- 2.2 The aim of this policy is to state the position relating to all claims and covers.
- General claims
 - Goodwill gestures
 - Right of compensation for delays in Repairs
 - 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 which compensation is payable by 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 maintain good relations between Housing for Women and a customer where Housing for Women have caused inconvenience, rather than because of any obligation to do so. The level of compensation will be proportionate with the level of time, trouble, and inconvenience, due to Housing for Women action or inaction. Discretionary compensation will be determined and assessed for the service delivery in which the complaint has been received. These should be issued in accordance with the amounts detailed in the
 - 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 incidence, and we will not offer compensation in every instance. Compensation and / or goodwill gestures may be appropriate to cover loss, inconvenience or to demonstrate Housing for Women's apologies. Compensation will be proportionate, and all factors will be taken into consideration, such as 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 customer, 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.

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, trouble, and inconvenience due to Housing for Women's action or inaction
- Loss of facilities, including rooms, where this issue has not been resolved with service standards.
- Damaged or loss of belongings due to Housing for Women's action, inaction or that of its 3rd party contractors. Damaged items should be reported immediately.
- Additional costs incurred due to Housing for Women action or inaction.
- Delay or poor responses to customers' 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 customers' 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 customer has unreasonably prevented or delayed resolution of the issue.
- Where there is evidence that a resident'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.

- 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.

- 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.
- Offers of compensation will be evidence led and made solely on belief or probability.
- We will normally offset any compensation or goodwill gestures made against any arrears or debts owed to us by the customer. It is only in exceptional circumstances payments may be made directly to the customer 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 customers about our complaint handling.
- 9.2 This policy was also developed in consultation internally across Housing for Women, including operations, policy, and communications teams.

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 customers as set out in the requirements of the Equality Act 2010.
- 10.3 We have undertaken an equality impact assessment for this policy.

11 12 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 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. 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, residents should be encouraged to use the payment to clear any arrears.

2 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 customers 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.

3 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 make discretionary payments within their delegated authority for any expressions of dissatisfaction to the affected party. (See Appendix 2 – Level of authority)
- 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.

4 Expressions of Dissatisfaction

- The Group may decide that service failure for Expressions of Dissatisfaction warrants compensation. The investigating officer may consider sending a bouquet of flowers, box of chocolates, vouchers, or monetary redress in these types of cases. This should be considered where a member of staff finds that a customer has received a poor service, not received a service, or received a service that has been unreasonably delayed. This type of goodwill acknowledgment does not constitute an admission of liability.

5 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).

6 Right to Repair

- The right to repair is a contractual right given to all tenants (General Needs and Affordable); it allows tenants the right to claim compensation when qualifying repairs are not conducted within our published timescales. Please see the 'day to day' repairs leaflet for qualifying repairs.
- If the repair is not completed within the stated timescale and the customer notifies Housing for Women, a second time limit equivalent to the first will be given. If the repair is not conducted within the revised time scale, then the tenant is entitled to claim compensation. Please see the payment schedule for level of appropriate payment.
- Compensation will not be payable if:
 - It is not an emergency or urgent repair.
 - Housing for Women is not responsible for the repair.
 - The repair was needed because of damage caused by the tenant.
 - The tenant had not informed Housing for Women that the repair was needed.
 - The tenant failed to provide access or make an appointment with the contractor to inspect or carry out work on the disrepair.
 - Contractors could not obtain the necessary parts to complete the work or additional work is required and the tenant has been advised of the situation.

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 resident's belongings

- Residents 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 resident's part, of contents insurance.
- If a resident 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. Residents 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; residents 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 resident will be asked for proof of damage and value including receipts and photographs were applicable. Residents 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 customer 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 damaged 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 administrate insurance claims in a timely manner; however, residents 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. Residents 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 resident – no compensation will be paid unless it takes longer than promised.
- 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 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 at least 7 days, residents 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 be paid where there has been a clear service failure:
 - Where a paid estate service has not been provided at all or badly provided, residents will receive reimbursement of service charges for the period that the service was failing.
 - In line with the Housing Ombudsman guidance, residents will be compensated for their time and trouble taken in drawing a matter to HfW
 - In extreme cases where service failure has caused significant inconvenience to a resident, 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 the 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.
 - 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, residents 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 customer can demonstrate they have suffered severe inconvenience equivalent to financial loss due to our service, or severe inconvenience to the customer, 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.

Appendix (2)

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 customer, 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.

FAILURE TO MEET SERVICE STANDARDS OR POLICY		
TOPIC	CONSIDERATIONS.CRITERIA	LEVELS OF COMPENSATION £
Service Failure	If we have failed to comply with our own Service Standards compensation will be awarded per failure. Should the failure be due to a delay, an amount is awarded per day, up to a maximum.	Repairs 1) £50 per day up to a maximum £500 Other Service Failures 2) Up to a maximum of £500
GENERAL GOODWILL		
TOPIC	CONSIDERATIONS CRITERIA	LEVELS OF COMPENSATION £
Goodwill gestures	Goodwill gestures may be made on a discretionary basis in cases of severe inconvenience, hardship or minor making good.	Distress & Inconvenience 1) Up to £1000 Communication/delay in resolving complaint. 2) Up to £1000
TIME AND TROUBLE		
TOPIC	CONSIDERATIONS CRITERIA	LEVELS OF COMPENSATION £
Time and trouble	Goodwill gestures may be made on a discretionary basis in cases of time a customer 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 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.
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Loss of use of any bedroom or living room	Where a room cannot be used, the total number of rooms will be divided by the current rent. Compensation will then be paid as a percentage of habitable rooms. The resulting figure is the amount of compensation for each complete week the room is unavailable.	Main Room 1) 20% of the weekly rent after 7 days Subsequent Rooms 2) 10% of the weekly rent after 7 days
Loss of kitchen / access to cooking facilities	Where the tenant/s lose complete use of their kitchen, HFW will also consider paying an allowance to contribute towards the cost of meals and drinking water.	Loss of Kitchen 1) 25% of the weekly rent after 48 hrs No access to cooking facilities 2) £15 per day per person
Total loss of washing/bathing facilities	Where the tenant/s lose complete use of their bathroom, HFW will consider paying an allowance to contribute towards the cost of meals and drinking water.	Loss of Bathroom – no other WC 1) 25% of the weekly rent after 48 hours Loss of Bathroom – separate WC available 2) 15% of the weekly rent after 48 hours
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 customers for compensation. Examples of 'vulnerable' are those with a disability, elderly, or households with children up to the age of 5	Where a failure to complete a repair, that is HFW's responsibility, within the agreed timescale, has resulted in the resident not having full use of the utilities for an unreasonable period.	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

DISCRETIONARY PAYMENT

TOPIC	CONSIDERATIONS CRITERIA	LEVELS OF COMPENSATION £
Discretionary payment	Manager discretion may be awarded when compensation elements do not fit within the compensation framework. This may be used in exceptional circumstances when the rest of the framework does not cover the issues. The amount exceeded where applicable. N.B Authorisation may be required by Senior Managers.	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/GOODWILL		
TOPIC	CONSIDERATIONS CRITERIA	LEVELS OF COMPENSATION £
Increased utility costs	Failure to complete a repair that is YHG's responsibility: YHG is unable to complete a repair without the use of specialist equipment such as dehumidifiers, or: A customer 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, the cover the costs of such damage, if it can be proven to be	Compensation will be determined following. inspection by HFW. We will also consider.

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	negligence or poor-quality workmanship, will be covered or decoration. completed by HFW.	depreciation. 1) £50 - £100 per room Evidence of costs incurred may be required
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/ AQUIRE

TOPIC	CONSIDERATIONS CRITERIA	LEVELS OF COMPENSATION £
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

