

Castle Housing Limited

Tenant Compensation Policy

Policy Statement

1. Castle Housing Ltd provides quality homes and services to its tenants. It is committed to providing the highest standards in housing to its tenants.
2. When our service falls short of these standards and commitment, Castle Housing will apologise and aim to put things right as swiftly as possible. This policy aims to outline how Castle Housing will embrace an efficient, fair, proportionate and consistent approach to providing compensation to its tenants.
3. This policy sets out the circumstances where Castle Housing may consider providing goodwill compensation and where there are statutory obligations to provide compensation.
4. This policy aims to compensate tenants for service failure by way of a goodwill payment.
5. Castle Housing does not provide compensation in circumstances where loss has not been caused by a failure by Castle Housing so all tenants are advised to take out home content insurance and claim on this to cover losses in these circumstances. This policy only covers cases of discretionary (goodwill) and statutory compensation.
6. Compensation claims will be considered on an individual basis in a fair and consistent way, promoting a common-sense approach. In order to treat tenants fairly, a thorough investigation needs to be carried out. This means that appropriate evidence will be required by Castle Housing and its insurance company to support a claim.
7. Therefore, the compensation claim may not be considered if adequate evidence is not provided.

The aim of the Policy:

- To make sure that we comply with all statutory and legal obligations.
- To ensure fairness and consistency is given when considering requests for compensation.
- Where there is loss or inconvenience caused to provide financial payments which are appropriate.
- We aim to put tenant care at the fore-front of our service and focus on the service we deliver.

Policy details.

- Compensation will be considered on an individual and case by case basis and where we have made a mistake, we will take ownership for it.

Examples of when compensation may be considered:

- When certain qualifying repairs have not been completed on time.
- When essential services set out in the tenancy agreement have not been provided.
- When an appointment has not been kept and Castle Housing did not inform the tenant 24 hrs in advance.
- • Loss of use of a room for longer than our repair Agreement (28 calendar days).
- • Repairs which have gone over target time (unless an action plan has been agreed)

- Should Castle Housing, or its contractors damage belongings and its not reasonable to be expect the damage to be covered by your home insurance.
- When an improvement has been carried out by a resident who is moving out which qualifies under the Tenants improvement scheme.

8. When compensation may not be considered:

- Where the problem or service failure has caused little or no problem to the tenant.
- For personal injury or other public liability insurance claims.
- For claims of damage caused by circumstances beyond our control (e.g. through damage caused by storms and floods etc).
- For claims that should be covered by a home content insurance policy, which you are responsible for obtaining. This includes damage to your belongings due to leaks, floods or fire.
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your support staff, your household or a guest.
- For issues subject to legal proceedings or disrepair claims.
- For loss of damage caused by a third party unrelated to Castle Housing. For example, a utility company, another tenant or visitor.
- When we have fulfilled our statutory and contractual obligations.
- Our staff or contractors have been unable to gain access to carry out work.
- We have acted reasonably and followed our policy and procedures.
- For a resident's loss of earnings when taking time off work to allow access to their home for repairs to be carried out.

9. Statutory and Goodwill Compensation

- Compensation can take two forms, statutory and goodwill compensation. In some circumstances both forms of compensation can be applied for.
- Statutory compensation has a legal obligation to compensate a tenant.
- Good will compensation is where there is no legal requirement to compensate and it is at Castle Housing's discretion. Compensation will usually be given if our level of service has fallen below our standards or if inconvenience has been caused.
- Compensation need not always be monetary although this can be appropriate. Goodwill gestures could include offering to undertake decorations when this is not Castle Housing Limited's responsibility, the provision of vouchers, chocolates or flowers for example.
 - In assessing the level of compensation, Castle Housing will consider:
 - Whether non-financial good will gestures have already been made
 - Whether the problem has already been remedied
 - Any reasonable known costs have been incurred
 - Recognition of failure to follow policies and procedures
 - Overall time taken
 - Any personal circumstances such as age, disability or other health concerns of the household

10. Temporary Accommodation:

Where the whole of a property cannot be used while major works is completed, Castle Housing Limited will offer temporary alternative accommodation. In these circumstances where a tenant has been 'transferred' a disturbance allowance is paid to cover actual expenses incurred. Major Works that would not allow you to reasonably stay within your property.

11. Whilst a tenant is in temporary accommodation, the rent due on their main home will remain payable.

12. Payment of compensation

Where your rent account is up to date, in credit, or you have incurred additional out of pocket expenses as a direct result of our actions or inactions, compensation will be paid to any account in your name. If your account is in arrears and you haven't incurred out of pocket expenses, we will pay your compensation directly onto your rent account. Each case will be considered on its own merits.

10. Managing Compensation Requests

Tenants who think they are entitled to compensation can request compensation through a variety of ways, including:

- telephoning Castle Housing Limited directly 01524 824081
- e-mail: info@castlehousing.co.uk
- writing to : Castle Housing Ltd, 48 Hest Bank Lane, Hest Bank, Lancaster. LA2 6BS.

Castle Housing aim to reply within 10 working days and to speak to tenants regarding their claim if this is necessary. However, it can take longer to reach a decision when a visit may be required. The decision letter will notify tenants of the amount of compensation to be paid.

You must make your compensation claim within six months of our failure of service fault, or event, unless exceptional circumstances prevented this.

Compensation will be paid by bank transfer unless money is outstanding, in which case the compensation is used first to offset any arrears.

You must keep paying your rent and/or service charge while we consider your claim.

We will consider each case individually and calculate compensation according to what we believe to be fair in the circumstances. As part of our investigation, we may request supporting information from you. Failure to provide the necessary information could affect the outcome of the investigation.

When calculating an award of compensation, we will consider the extent, severity, and impact of the failure. When assessing the impact of any failure, we will consider any vulnerabilities or individual circumstances.

We will make compensation payments within 28 days of the date we confirm the award.

Compensation will be awarded as part of the complaints process where appropriate.

Tenants have twenty working days to appeal, and they can appeal only once.