

Compensation

Management policy 10

Keniston Housing Association

1 Introduction

It is the aim of Keniston to provide an excellent service to tenants, leaseholders and other people who come into contact with the organisation. However, this is not always achieved and it is important that there is a Compensation Policy which clearly states what action will be taken when residents consider that financial recompense is appropriate.

2 Who can receive compensation?

Most areas of compensation apply to tenants and some areas also apply to leaseholders. However housing applicants and other third parties may apply if they consider that they have a case.

3 Compensation and insurance

The Association's insurances may sometimes cover circumstances where a resident has suffered loss as a result of a property defect. Additionally residents are advised and expected to take out home insurance to protect them against loss.

The Association will not usually provide compensation unless it is liable in the circumstances. Liability does not simply arise because the Association owns the property; liability does not arise unless the Association has been negligent. Sometimes compensation may be paid when there is no strict liability but when the circumstances are seen to warrant it.

All payments of compensation should be made without prejudice.

4 How claims for compensation are decided

With the exception of payments for use of additional fuel when the main source of heating is out of action for a sustained period, compensation claims are considered by the Complaints and Resolutions meeting. This meeting can also decide on compensation in situations which are outside of this policy

5 When compensation may be considered

Compensation may be paid when:

- The Association fails to deliver services to its own standards.
- A member of staff or contractor fails to keep an appointment
- A service charge service is not delivered
- A complaint has not been responded to in the specified time
- Repairs are unduly delayed
- A tenant incurs additional fuel or food costs because of undue delay in carrying out repairs.
- Where there is loss or damage to property and where insurance may not cover such losses.
- Property defects which cannot be promptly rectified cause the complete loss of use of a room.
- Tenants carry out certain improvements
- Tenants temporarily or permanently required to move out of their home due to major repairs being undertaken to their property
- In unforeseen circumstances when a tenant believes that the Association owes them compensation and the Complaints and Resolutions meeting upholds such a decision
- Damage caused as a result of the Association's major or stock reinvestment works.

Further guidance about the above is in the Compensation Procedure.

6 Compensation payments

The Association should aim to settle compensation payments as quickly as possible. This means the Association will aim to make a decision within 21 days of receiving the claim; in complex cases this may take up to 28 days. Where information gathering is likely to take longer the claimant will be informed of that expectation. Once the compensation has been agreed, payment should be within 14 days.

Compensation for estate based services are made as a credit direct to the service charge account.

Where someone owes money to the Association compensation will be offset against that debt before a payment is made to someone making a claim. An exception should be made where the Association has been unable to rectify the defect causing loss of cooking facilities or additional use of fuel for heating, when cash can be paid to the tenant.

7 Publicity

The Compensation policy will be publicised in the Tenants' Newsletter from time to time.

8 Disputes

A dispute over an offer to settle a claim for compensation will be dealt with by the panel set up to deal with second stage complaints. The decision of the panel will be final.

Approved at the Board meeting held on 10 December 2015