



Winchester City Council

Forward and Summary of the Housing Services Compensation Policy 02/02/2023

Winchester City Council is committed to providing a high-quality service to all our tenants and leaseholders; however there can be occasions when services do not meet our high standards and customers are inconvenienced.

Section 92 of the *Local Government Act 2000* gives Councils the ability to remedy injustice arising from poor service. This policy sets out how this will be administered.

The Council's aim will always be to put the complainant back in the position that would have existed had the service lapse not occurred, insofar as reasonably possible. Where a complaint is justified an apology may be sufficient to correct inconvenience caused. However, the Council recognises that where a complainant has suffered loss or injustice, other remedial action may also need to be considered, including financial compensation or reimbursement for any quantifiable losses have been incurred, the time and trouble a resident has been put to as well as any distress and inconvenience caused.

Whilst each case will be assessed individually, the application of this policy provides a consistent approach to resolving claims for compensation to make sure that:

- Problems are resolved quickly and efficiently.
- The compensation process is reasonable, fair, and treats each case with equal consideration.
- Financial awards, made within clear guidelines, are in proportion with loss and/or inconvenience caused, are fair and consistent, and safeguard public funds. Where no detriment occurs, no compensation will be paid.

The policy is for all Winchester City Council tenants. It also applies to leaseholders when dealing with communal amenities and structural issues, or damages occurred as part the service failure or rectification works.

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1. Introduction

This policy sets out Landlord Services approach to making compensation and reimbursement payments, ensuring fairness and equality in how each case is dealt with. If services fail, or fall below published standards, we will always put the matter right and apologise.

This policy covers the situations in which the Council will consider issuing refunds or compensation payments to its tenants and, where appropriate, leaseholders.

This policy does not cover instances where non-Council residents wish to make claims against the Council for damages etc. In such instances, Insurance Policy and Procedures must always be followed.

Barring exceptional circumstances, the Council will not compensate for matters relating to services or repairs in communal areas, except where the issue is explicitly covered elsewhere within this policy (e.g. failure of a communal boiler or lift breakdown).

Payments will not be made for delays in responding, or failure to respond at all, to a fault or other issue where the cause is failure by the resident to provide access or respond to two or more attempts by the Council to make contact to address the fault / issue (e.g., when trying to arrange an appointment).

Payments will not be made for works which are the responsibility of the tenant or leaseholder as per the Maintenance and Repairs section of the Tenants Handbook and the Council's website - How to Report a Repair (Who is Responsible).

How to Report a Repair

By Telephone

- Call Customer Services on 01962 848 400
- Out of hours on 01962 865 405

Online

- Using [My Winchester Tenancy](#) - our Self Service Portal for Tenants
- E-mail to housing@winchester.gov.uk

Repair Categories

When you report a repair, we will decide how urgent it is and will place it in one of the categories shown in the table below. This table also shows the type of work placed in each category and how soon the repair is likely to be carried out.

The Council will not compensate for any delays in carrying out works, or failure to carry out works at all, to address damage that has resulted from the neglect of, or vandalism by, a resident or member of their household. The Council reserves the right to charge the cost of any such works to the resident/household that caused the damage.

The Council reserves the right to refuse to deal with claims for compensation, or to deal with them differently, if they are pursued unreasonably or if they can be handled more effectively in a different way.

The Council considers acceptance of compensation and reimbursement to be a full and final settlement of a case (excluding insurance related claims). Cases will not be re-opened, or further compensation considered through a further complaint, unless the circumstances of the original case have significantly changed. Any payment or other form of compensation offered under this policy is not an admission of liability by the Council.

Compensation should not be offered until all work/issues have been resolved, or where a complaint has been lodged, it has been fully investigated. This does not apply to reimbursement for out-of-pocket expenses.

Timeliness - Other than in exceptional circumstances, or when linked to a formal complaint, claims for discretionary compensation will only be considered within three months of the incident..

Timeliness – all claims for compensation should be acknowledged within 5 working days of receipt. If the claim is upheld and once a figure has been agreed, all payments should be settled promptly and within 10 days of agreement.

The Council may also offer discretionary payment to tenants who have suffered undue stress and upset because of our failure to respond to their complaints within specified timescales or we have done so inadequately.

Before financial awards are offered, consideration will first be given to a range of remedies that may be appropriate. The Council will consider an offer of compensation when an apology alone is not sufficient and it is recognised that the service failure has had sufficient an impact on the tenant.

Barring exceptional circumstances such as financial hardship, where a debt is owed to the Council (e.g. arrears or service charges), and compensation payments will be offset to pay the debt. Any credit remaining can be refunded to the resident. This does not affect reimbursement payments for costs incurred by the resident.

In assessing potential remedies, due consideration will be given to the guidance set out within the Housing Ombudsman's Complaint Handling Code (page 11 6.2 – 6.6), which states the following:

6.2 Any remedy offered must reflect the extent of any service failures and the level of detriment caused to the resident as a result. A landlord must carefully manage the expectations of residents and not promise anything that cannot be delivered or would cause unfairness to other residents.

6.3 Landlords should look beyond the circumstances of the individual complaint and consider whether anything needs to be 'put right' in terms of process or systems to the benefit of all residents.

6.4 Factors to consider in formulating a remedy can include, but are not limited to, the:

- *length of time that a situation has been ongoing*

- *frequency with which something has occurred*
- *severity of any service failure or omission*
- *number of different failures*
- *cumulative impact on the resident*
- *residents particular circumstances or vulnerabilities.*

6.5 The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.

6.6 In awarding compensation, a landlord must consider whether any statutory payments are due, if any quantifiable losses have been incurred, the time and trouble a resident has been put to as well as any distress and inconvenience caused.

In line with the above, the Council will consider a compensation claim when:

- residents have been severely inconvenienced by the Council's actions or inactions;
- failures in service delivery have caused residents' loss or major inconvenience;
- failure of the Council to follow Housing Management's policies has a detrimental effect on residents;
- appointments are missed due to actions of the Council or their agents/contractors, not the resident;
- failure by the Council to identify the correct issue or carry out repairs in a satisfactory manner, or within agreed timescales, causes the resident inconvenience or loss;
- the Council is responsible for the loss of services which it provides to residents' homes, such as heating and/or hot water;
- there is a loss of amenity (e.g., room) due to damp, leaks, lack of repair or similar.

All requests for compensation should be made in writing to the Customer Services Manager (Housing) either by post to the Council's City Offices address, or by email to: Housing@winchester.gov.uk

2. Statutory Compensation

Right to Repair

The Leasehold Reform, Housing and Urban Development Act 1993 gave secure tenants of local Housing Authorities enhanced rights relating to the repair of their homes.

The Right to Repair ensures that where the Landlord has failed in its duty to have a qualifying repair (being certain small urgent repairs costing less than £250.00) carried out within a prescribed period, the tenant is entitled to be paid compensation.

The qualifying repairs and associated timescales are as follows:

Defect	Repair Period (Working Days)
Total loss of Electrical power	1 Day
Partial Loss of Electrical power	3 Days
Unsafe power socket outlet or lighting fitting	1 Day
Total loss of water supply	1 Day
Partial loss of water supply	3 Days
Total or partial loss of Gas supply	1 Day
Blocked flue to open fire or boiler	1 Day
Total or partial loss of space/water heating 31 st October-1 st May	1 Day
Total or partial loss of space/water heating 30 st April – 1 st November	3 Days
Blocked/leaking foul drains, soil stacks or toilet pans	1 Day
Leaks/flooding from water/heating pipes, tanks and cisterns	1 Day
Toilet not flushing	1 Day
Blocked sink, bath or basin	3 Days
Taps which cannot be turned	3 Days
Leaking roof	7 Days
Insecure external window, door or lock	1 Day
Loose or detached banister or handrail	3 Days
Rotten timber flooring or stair treads	3 Days
Door entry phone not working	7 Days
Mechanical extractor fan internal kitchen/bathroom not working	7 Day

Tenants will be entitled to £10 plus £2 per day for each day that the repair remains outstanding to a maximum of £50.

A repair will not qualify if:

- the repair exceeds the estimated cost threshold of £250;
- the Council isn't responsible for the repair;
- the tenant is not a secure tenant;
- the repair is the result of misuse or vandalism by the tenant, a member of the tenants household or a visitor;
- an external failure beyond the Council's control (such as a service interruption from a utilities supplier).

Full details of how to claim under the Right to Repair legislation can be found as follows:

[The Secure Tenants of Local Housing Authorities \(Right to Repair\) Regulations 1994 \(legislation.gov.uk\)](https://www.legislation.gov.uk)

Compensation under the Right to Repair Legislation may be superseded by any other form of compensation payment should it be deemed more appropriate (e.g.

ex gratia payments for over target heating/hot water repairs). Compensation will not be paid under two or more different schemes for the same incident.

Home Improvement Compensation payments

If a secure tenancy is ending and the outgoing tenant completed improvements to the property after 1 April 1994 they may be entitled to compensation for those improvements.

The Leasehold Reform, Housing and Urban Development Act 1993 gives secure tenants the right to compensation for certain tenant financed improvements that have had the written permission of the Council.

The Council will consider all claims in accordance with 'The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994':

[Landlord and tenant law: compensation for tenants' improvements - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Compensation will not be paid if the tenancy comes to an end because of a possession order, if the home is being purchased under the Right to Buy scheme or if the tenant is being offered the tenancy of another property which is substantially the same.

The Right to Compensation applies to the following specific improvements:

- replacement or installation of a bath, shower, wash-hand basin and toilet;
- kitchen sink and work surfaces for preparing food;
- storage cupboards in bathroom or in kitchen;
- central heating, hot water boilers and other types of heating;
- thermostatic radiator valves;
- pipe, water tank or cylinder insulation;
- loft and cavity wall insulation;
- draught-proofing of external doors or windows;
- double-glazing or other window replacement or secondary glazing;
- re-wiring or the provision of power and lighting or other electrical; fittings (including smoke detectors);
- security measures (excluding burglar alarms).

Home Loss & Disturbance payments

Full information regarding the Council's policy on Statutory Home Loss payments can be found in the Council's Home Loss and Discretionary Payment Policy, which can be found on the Council's website www.winchester.gov.uk

3. Non Statutory Compensation

Missed contractor appointments

The Council's contractors will endeavour to keep all appointments made on the Council's behalf. Barring exceptional circumstances, a flat payment of £15 per

appointment will be paid where our contractors fail to attend an agreed appointment (excluding instances recorded as 'no access'), arrive late to an appointment by two hours or more, or cancel an appointment giving less than 24 hours' notice.

This flat payment will also apply to appointments where works are scheduled to take place over multiple days. No payment will be made for appointments cancelled by residents themselves.

Payment will be issued in the form of store vouchers.

Where a resident is able to demonstrate loss of earnings, we will at our discretion, compensate up to the limit for loss of earnings using the established jury duty rate (£65 a day as of September 2021). The value of payment will be based on whether or not the works were expected to take either a full or partial day, with the values being as follows:

- Partial Day £32.50 (or nearest voucher equivalent)
- Full Day £65.00 (or nearest voucher equivalent)

To consider such a claim, the resident will need to demonstrate to the Council's satisfaction (e.g., via a letter from their employer) that:

- The nature of their work is such that they cannot work from home.
- No other household members could reasonably have provided access.
- It was necessary to book a full day off work for the day of the appointment

This does not apply where the appointment is proven to have been rescheduled more than 24 hours before the appointment.

Failure to follow Housing Services procedure or guideline

Compensation may be paid as a gesture of good will and will be paid without prejudice when there is a failure by the Council to follow a Housing Services procedure or guideline. Compensation will only be considered where the applicant has experienced actual and proven financial loss or severe avoidable inconvenience, distress, detriment or other unfair impact of service failure.

The Council will not pay compensation for loss of earnings due to service failure. However, it may offer a goodwill payment in recognition of the time and trouble the applicant may have taken to get the issue resolved.

Damage to property, fixtures, fittings and decoration

Whilst carrying out repairs, there may be unavoidable damage to interior decorations or other fittings or fixtures. The Council will aim to identify any possible areas of potential damage prior to works commencing and will discuss with the tenant the options available to minimise damage.

The Council will assess each case individually and according to its circumstances before offering compensation. It may provide compensation which could involve repair or replacement by the Council or its contractors, or alternatively make a referral to the insurance team to handle the matter.

In the case of damage to decorations, the Council will carry out reasonable redecoration or provide decoration vouchers/paint packs for the tenant to carry out the reinstatement work themselves, if they prefer.

Where damage or alleged injury occurs because of the Council or its contractor's negligence, the issue will be referred to the Insurance Team. This includes damage to personal possessions. All claims against the Council's insurance policy must be registered within 28 days of the event.

The Council will not consider compensation if the damage occurred:

- because the original fitting or fixture was incorrectly fitted by unqualified personnel;
- to a fitting or fixture that the tenant had installed without obtaining the required permission; or
- in an area that we have not worked in. For example, if the same carpet is laid in more than one room, we will only consider replacing it in the room where the damage occurred.

Communal amenity failures (e.g. Passenger lifts or communal heating)

Compensation may be paid when a service that is the responsibility of the Council and is charged for via a service charge, has failed and the contractual deadline for completing the repair has passed.

Where the repair deadline has passed without the repair being completed a £10 payment will be made to each household in the affected block.

Payment will be issued in the form of store vouchers.

Compensation will not be payable if the loss is due to planned works agreed in advance with the resident, or the loss of facility is caused by a utility supplier, or the resident's own action or lack of action.

Compensation will not be payable in cases of communal heating failure which only serves the common areas of buildings with no supply to the individual household.

Loss of Room usage

The Council may offer compensation for loss of room use related to a repair that is our responsibility and which has caused prolonged and unreasonable disruption. The definition of an unusable room will be considered on a case-by-case basis, common reasons included, but not exhaustive are:

- no electricity at all in a room;
- severe damp; or
- unsafe or collapsed floor or ceiling.

Where a household has not had the use of a room beyond published repair response times, we may offer compensation as a proportion of the weekly rent as follows:

Amenity Lost	Compensation payable
Complete loss of heating	10% of the weekly rent after 24 hours provided no reasonable substitute was offered by the Council or its contractors. Compensation for loss of heating is excluded between 1 May and 31st October
Hot Water System	10% of the weekly rent after 48 hours provided no reasonable substitute was offered by the Council or its contractors.
Complete loss of Kitchen facilities (outside of Planned maintenance works)	25% of the weekly rent after 48 hours.
Complete loss of Bathroom facilities (outside of Planned Maintenance works)	25% of the weekly rent after 48 hours (reduced to 15% if a separate WC is available).
Complete loss of living area	20% of the weekly rent after 7 days
Complete loss of bedroom	20% of the weekly rent after 7 days

The timescales in the above table may be reduced to immediate effect if the disrepair issues occur immediately upon the tenant taking possession of a recently empty property.

Additional heating compensation

Compensation will be paid to cover increased electrical consumption absorbed by tenants from using alternative methods of heating (such as temporary heating) or generating hot water (boiling kettles) during periods when their heating and hot water supply is continually unavailable for periods in excess of three working days.

Compensation will be based upon a flat rate of £5.00 x number of bedrooms within the affected property x number of days that the loss persisted i.e., if a three-bed property experiences a loss of heating for 21 days, the calculation would be £5.00 (base rate) x three (no of beds) x 21 (no of days) = £315.

An additional £5 a week, after the first three consecutive weeks, will also be paid to each household to reflect the resident(s) extended inconvenience. For vulnerable residents, payments will be £10 per week paid after the first week.

At the discretion of the manager or Service Lead part payments may be made in advance of the completion of the repair to avoid creating financial hardship. Should these part payment exceed the overall value of the compensation once the repair has been completed (in line 3.07.02 – 3.07.03), the overpayment should be reclaimed from the tenant either as a direct payment or added to their rent account.

Dehumidifier usage

Where a de-humidifier is provided to dry out a property following a leak or flood, we will provide compensation towards the increased electrical costs at the rate of £3 per affected room, per day

Travel Payments following Decants

Where a tenant is placed in alternative accommodation a significant distance from their normal accommodation (more than 45 minutes travel time using public transport), the Council will, at its discretion, offer reimbursement of travel costs, up to the value of £20 per day.

Service Delivery Failure – delays whilst completing scheduled works

Discretionary compensation may be payed to the tenant if avoidable delays occur during routine repairs or planned maintenance works. Compensation will only be considered where the applicant has experienced actual and proven financial loss or severe avoidable inconvenience, distress, detriment or other unfair impact of service failure. The value of this failure should be proportionate to the distress and inconvenience caused and calculated using the matrix shown in para. 3.10.02.

The Council will not pay compensation for loss of earnings due to a service failure. However, it may offer a goodwill payment in recognition of the time and trouble the applicant may have taken to get the issue resolved

Ex-Gratia payments for miscellaneous items (anything not specifically covered elsewhere in this policy)

Any requests for compensation that are not specified above should be referred to the Responsive Maintenance Manager for evaluation.

Where such a compensation request is judged appropriate the Responsive Maintenance Manager will use the following table to calculate the level of ex-gratia compensation payment that is required.

Level of WCC responsibility	Low Impact	Medium Impact	High Impact
Partial	£20-£49	£50-£199	£200-£350
Full	£30-£99	£100-£200	£201-£500

With reference to the above table, the terms are defined as follows:

Low Impact

Where the tenant has just cause but has suffered minimal or no inconvenience or distress as a result of the compensation event.

The circumstances are such that although the manager accepts the service has not achieved the expected standard, the impact is no greater than a reasonably tolerant person could be expected to accept, and the compensation constitutes a goodwill gesture in recognition of the failure to perform.

An example of this might be a moderate delay (1-2 weeks) in carrying out a routine repair (such as plastering or retiling), where the delay is not caused by circumstances outside of the Council's control (such as lockdown restrictions imposed by central government during the Covid-19 pandemic or materials delays due to national issues).

Medium Impact

Where the compensation event is clearly an injustice to the complainant and the service has markedly failed to meet the required standards, and there is evidence of a moderate degree of inconvenience or distress. A repeated failure of the Local Authority to address the shortcoming, even of a low impact event, could also give rise to consideration of a medium impact level of compensation.

An example of this might be multiple (three or more) visits over an extended period being required to rectify what should be a routine repair

High Impact

These relate to a serious failure in service standards. This could include the severity of an event, a persistent failure over a long period, or an unacceptable number of attempts to resolve and address the complaint. The claimant will have suffered a considerable degree of inconvenience or distress as a result. High impact could also apply where, due to actions (or lack of action) by the council, the complainant has reasonably incurred expenses that are directly related to the compensation.

An example of this might be failure to act promptly to address an uncontrollable leak, resulting in significant and avoidable damage being caused to the property and resident's belongings, and disruption from the household needing to be temporarily decanted when this would not have proven necessary had the matter been dealt with at an earlier juncture.

There may be exceptional circumstances where compensation greater than the above limits is required. This will be at the discretion of senior management, based upon assessment of individual circumstances and appropriate supporting evidence.

4. Learning from issues (Complaints)

The Council will use the outcomes of housing service compensation incidents and any corrective action taken to improve its services. Compensation and complaint issues are linked closely. It will report any improved service change made following a complaint outcome and publish it on the Council's housing website page.

Complaint statistics can also be found on the housing complaints page on the website.

As a Council landlord we regularly meet to monitor complaints with our tenant engagement group, 'Tenants and the Council Together' (TACT), and Service Delivery Groups (SDG) quarterly. The Council also publish outcomes on the website and through the annual report as published on the website:

<https://www.winchester.gov.uk/housing/council-housing-tenants/tenant-news>

5. Appeals Process

The applicant can appeal a rejection of a claim for compensation (excluding insurance claims), or a level of compensation awarded by making a formal

complaint through the Housing complaints procedure (or if the offer of compensation was made as part of a pre-existing complaint, the complaint can be escalated onto the next stage).

This process can only be followed if the claimant has not previously accepted the proposed compensation as full and final settlement.

6. Quality Assurance & Monitoring (please include where records kept)

All compensation payments made, including rent adjustments for room loss, should be costed to the expense code 2450/1482 (compensation) and a review will be held towards the end of the financial period.

Meeting Diverse Needs

The Council recognise and value the diversity of its communities. It aims to reduce barriers and ensure that everyone has equal access to services. The Council is committed to treating everyone fairly and shall ensure that it complies with the Equality Act 2010.

Tenant needs are assessed when they take on a property and any requirements are recorded against their tenancy on the Councils housing management database (currently Orchard). This database should be consulted when dealing with tenants; however should anyone have any particular needs which may affect how people are able to use Council services or how they would like to receive information, further accessibility information can be found by contacting the Council's customer service centre:
customerservices@winchester.gov.uk

7. Policy Review

The Responsive Maintenance Manager is responsible for maintaining this policy and carrying out the regular monitoring and review.

The policy is responsive to change and will be reviewed bi- annually.