



alpha

shaped around you

Compensation Policy

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1. Introduction

Alpha Living is committed to excellent customer service; however, we recognise that sometimes things may go wrong.

The policy outlines the course of action and criteria required in such circumstances and where we will consider reimbursement or compensation for service failures. The policy also details the mandatory payments we will make, such as home loss payments.

It should be noted that any discretionary offers of compensation are made without prejudice and as a goodwill gesture and do not signify the acceptance of legal responsibility or liability on the part of Alpha Living, therefore all such payments made under this policy will be issued as full and final settlement for the complaint.

If services fail or fall below acceptable standards, then we follow the Housing Ombudsman remedies. We will try to put the matter right, say sorry to the resident and try to ensure that problems are resolved quickly and efficiently. We will always try to resolve the problem before the need for compensation arises.

Where financial payments are appropriate, they will be proportionate to the loss or inconvenience caused, and all customers will be treated in a fair and impartial way.

2. Scope

This policy applies to all current and former tenants of Alpha Living. It does not apply to members of the public who have no contractual relationship with Alpha Living.

3. Policy Objectives

This policy sets out the circumstances when discretionary compensation will be considered and highlights Alpha Living's statutory obligations to provide compensation.

4. Statutory Compensation

- 4.1. Right to Repair Residents have a right to expect repairs to be completed within certain set timescales. Alpha Living wants to ensure that certain small emergency and urgent repairs that affect a resident's health, safety or security are completed quickly and easily.

Where these emergency and urgent repairs cannot be completed within an agreed timescale the resident has a right to instruct a second contractor to complete the work.

Where this contractor also fails to complete the work within the agreed time, Alpha Living will acknowledge the inconvenience caused and pay compensation. The compensation payable is £10. Another £2 per day is payable for every extra day, up to a maximum of £50.

The compensation will not be paid if the resident fails to provide access to the property or otherwise obstructs our efforts to remedy the problem.

- 4.2. Home Loss payment. This applies when a tenant has to move from their home, (i.e., decanted) due to redevelopment, improvement works or demolition. We will make Home Loss Payments to tenants & leaseholders if we need them to move from their homes permanently due to demolition, sale of land or major works.

For tenants, the payment will not exceed £7,800 (this figure is current as of April 2023). These amounts are reviewed by the government annually every October and the relevant amounts should be applied at the time.

Leaseholders are entitled to receive 10% of the market value of their home, up to a maximum of £78,000

It does not apply where a tenant is temporarily moved from their home to facilitate a repair (including major repairs) or any other reason where a tenant will be able to return to their home following the move. The Home Loss Payment is set by statute and will only apply where the tenant has been living at the property over the last twelve months and is required to move permanently by Alpha Living. It can be claimed up to six months after the move.

- 4.3. Disturbance payment Disturbance payments are usually a matter for discussion with individual residents as everyone is affected differently. However, in the case of a large-scale improvement scheme or similar we will discuss the scope of the scheme and any payments with all tenants.
- 4.4. Compensation payments ordered by the Ombudsman If the Housing Ombudsman investigates a complaint on behalf of a tenant, it can order the provider to make a payment of compensation if they find evidence of a service failure or maladministration by the landlord that has not been put right. In addition, they must be satisfied that it is the most appropriate action that will put things right, in the circumstances of the complaint.
- 4.5. Right to Compensation for Tenant Improvements Tenants may make alterations or improvements to their home provided that written permission has first been given by Alpha Living. Tenants with an assured tenancy have the right to compensation when they end their tenancy and there is a set scale to recompense those who left improvements behind once they have moved. This caps the value of any improvement at £3,000 and depreciates it over its lifetime. It is the tenant's responsibility to obtain any other necessary consents and to execute the work to a satisfactory standard. Invoices and receipts for materials would need to be retained and submitted in support of a claim. Labour costs and appliances are not eligible for compensation

The compensation will be used to clear any rent arrears owing at the end of the tenancy and will not be payable to tenants where the tenancy is ended through possession proceedings.

5. Discretionary Compensation

Tenants are advised to obtain contents insurance for their home to cover loss of personal belongings in the event of an unforeseen event. This should always be used in the first instance to make a claim. Discretionary payments may be made to recognise individual household circumstances or vulnerabilities and are given only as a goodwill gesture. These payments must be authorised by two members of the Senior Leadership team and will be determined on a case-by-case basis

Compensation can only be considered if the tenant co-operates fully with us or our contractors to resolve the issue they have complained about. We cannot pay compensation for loss of earnings due to service failure, however we may offer a goodwill payment in recognition of the time and trouble the customer may have taken to get the issue resolved.

5.1 Compensation for loss of facilities and amenities

We may pay compensation, if a tenant is not able to use a room(s) in their home because of a repair issue that is our responsibility, and which causes prolonged and unreasonable disruption.

Where the tenant can evidence that they have incurred reasonable extra costs because of our service failure, this amount should be reimbursed.

We will not compensate any customer for a fault or loss of service that is caused by their misuse, negligence, or damage; where spare parts are not readily available; or stopping the service is essential for planned works to take place.

We will communicate with tenants when any of these situations occur or likely to occur. Where our contractual arrangements allow, we may seek a refund from the contractor for any compensation we pay to our tenants where we can identify that the contractor is responsible for the service loss or failure.

5.2 Compensation for damage to customer property/belongings during repair works

Whilst carrying out repairs, there may be unavoidable damage to tenants' interior decoration or other fittings or fixtures. We will aim to identify any possible damage to tenants' fittings or fixtures before major planned works such as new kitchen or bathroom replacements commence and will discuss with the options available to minimise damage.

We may provide compensation in the form of repair or replacement to items where damage is caused by us or our contractors.

In the case of damage to tenant decoration, we will carry out reasonable redecoration or provide compensation for the tenant to carry out the restitution work themselves, if they prefer.

Where damage or alleged injury occurs due to Alpha's negligence or that of our contractor, we will refer the issue to Alpha's insurance provider. This includes damage to tenants' personal possessions. All claims against our insurance policy must be registered by us within 28 days of the event. We will not consider compensation if the damage occurred:

- because the original fitting or fixture was incorrectly fitted by the tenant.
- to a fitting or fixture that the tenant had installed by their own contractor without written notification and obtaining the required permission.
- 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 has occurred.

6. Request for a review of a Compensation Decision

Where a compensation claim is linked to a complaint, we will follow the Complaints policy/procedures to resolve the compensation claim.

Where the compensation claim does not relate to a complaint (e.g., statutory compensation payments), and the tenant is unhappy with the level of compensation offered, the tenant's dissatisfaction will be dealt with as a Stage 1 complaint.

7. Making and Handling Compensation Claims

Residents can make a claim for compensation in several ways. These include:

- advising any member of Alpha staff
- Speaking to our Customer Experience Team by telephone 0330 460 9870
- in writing - by email customerexperience@alpha-living.co.uk or post via Management Office, Poppyfields, Woodpecker Close, Upton, Wirral, CH49 4AA

All claims for compensation will be acknowledged by the Customer Experience Team within 2 working days. Timeframes for completing assessments will be discussed with the tenant. Staff may advise, but not support tenants in making compensation claims.

For those tenants who may need assistance to submit a claim, staff should signpost them to consumer organisations such as Citizens' Advice.

8. Investigation and Assessment of a claim for Compensation.

All requests for compensation will be investigated by the appropriate head of service. When assessing the level of compensation to be offered, the following should be considered:

- the cause of the issue for which redress is being sought.
- whether they have specific needs that were made worse by the issue/situation
- the difficulties the tenant experienced when living with the issue and in dealing with us to resolve it (e.g., the time, effort and level of distress/inconvenience caused to the tenant by the service failure)
- any direct monetary loss incurred by the tenant e.g., missed appointment resulting in fine or out-of-pocket expenses (proof needed)
- how we communicated with the tenant.

9. Legal and Regulatory Framework

- Section 96 of the Housing Act 1985 sets out the Right to Repair for secure tenants, which we extend to our assured tenants
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Sections 30(1) and 30(2) of the Land Compensation Act 1973 prescribes for home loss payments
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022 set the current amounts payable
- Environmental Protection Act 1990
- Commonhold and Leasehold Reform Act 2002
- Health & Safety at Work Act 1974
- Gas Safety Regulations
- Equality Act 2010
- Defective Premises Act 1972
- Complaints Policy

10. Consultation

The following consultation will be carried out in the formation of this policy.

- Senior Leadership Team
- Resident Policy Review Group
- All colleagues responsible for the welfare of our tenants

11. Monitoring, review, and evaluation

We will monitor all compensation claimed, awarded and refused. We will record the type, amount, and the reasons for the decision. These statistics will be included in the performance reports to Alpha's board. The data will be evaluated for consistency which will help shape our improvement plans. The policy will normally be reviewed on a two-year cycle or following any legislative or organisational change or changes in industry standard, whichever is sooner.

12. Equality, diversity, and inclusion

Alpha Living believes that all people should be treated with dignity and respect regardless of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including, nationality, ethnic or national origins), religion, belief or non-belief, sex, or sexual orientation, gender reassignment or by association with someone with any of these characteristics or perception of having any of these characteristics and is committed to promoting diverse and happy neighbourhoods. All reasonable assistance and adjustments will be provided.

We will apply this policy consistently and fairly and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equality Act 2010. An Equality Impact Assessment has been undertaken to ensure issues of diversity and inclusion have been taken into consideration when making decisions.