



# Compensation Policy

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## POLICY SUMMARY

**Please note that where we use EPIC within this policy, we refer to EPIC Housing Limited.**

This policy sets out EPIC's approach to the payment of compensation when the organisation has failed in the delivery of services provided to tenants. The aim of the policy is to restore a tenant to the position they would have been in, had the service failure not occurred, recognising that there are various options available to put things rights but, in some instances, recognising that financial compensation may be the only and appropriate form of recompense.

### 1. APPLICABILITY

1.1 This policy applies to all tenants of EPIC Housing Limited.

### 2. INTRODUCTION

2.1 EPIC is required to publish a Compensation Policy as part of our membership of the Housing Ombudsman scheme. The Compensation Policy requires that payments are proportionate, that each case will be considered on its individual merit and that discretion and common sense need to be applied while promoting consistency.

2.2 EPIC recognises that responsibility will be taken for any detriment or damage caused to an individual or their property and belongings to a third party (contractor) working on behalf of the landlord.

### 3. CONTEXT

3.1 Compensation is split into three categories:

- Mandatory
- Quantifiable loss payments
- Discretionary payments

#### 3.2 Mandatory Compensation

##### 3.2.1 Home Loss Payments

Home loss payments made to tenants or owner who have lived in their property for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition of their home.

##### 3.2.2 Disturbance Payment

Disturbance payments made to people who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. (This payment is for reasonable moving and resettlement costs.)

##### 3.2.3 Improvements Compensation

If a tenancy is ending and the tenant completed improvements to the property after 1 April 1994 they may be entitled to compensation for those improvements. This does not apply to fixed-term tenancies.

### 3.2.4 Right to Repair Compensation

The Right to Repair scheme covers specific repairs, known as 'qualifying repairs', which cost less than £250 and should be done within a set time limit. If we do not carry them out within that time tenants may be entitled to compensation.

## 3.3 Quantifiable Loss payments

3.3.1 EPIC will consider paying compensation where it has failed to meet its obligations, and the tenant can demonstrate because of our actions that they have incurred additional costs such as:

- Increased heating bills
- Alternative accommodation
- Carrying out repairs
- Take away food

3.3.2 Evidence will be required from tenants that any costs they are seeking to recover any such costs have been reasonably incurred and evidence of the loss can be provided.

## 3.4 Discretionary Payments & Other remedies

3.4.1 Discretionary payments can be made where it is considered the most appropriate form of remedying or resolving a complaint or service failure examples include:

- Poor complaint handling
- Temporary loss of amenities
- Failure to meet target response times
- Failure to provide a service that has been charged for
- Loss of use of part of the property
- Failure to follow policy and procedure

3.4.2 Practical and flexible approaches and actions, such as offering to undertake repairs and decorating (which would normally be tenants' responsibility), and gestures of good will such as vouchers, chocolates and flowers should also be considered as a part of the remedy.

3.4.3 EPIC will generally only offer compensation as part of the complaints process where following an investigation, we find evidence of service failure or maladministration that we have not rectified.

### 3.4.4 Quick Resolutions

In cases where there is a clear service failure, it may be appropriate to offer compensation without going through the formal complaints process. Staff are authorised to ask for a tenant to be paid compensation (in accordance with EPIC's Control Framework and Financial Regulations) and offer payments up to the amount of up to £100, in the form of a goodwill gesture. Where staff do not have the authority to grant a payment in accordance with the compensation procedure they will refer the matter to the relevant Housing Officer for consideration. Payments

need to be notified to the Housing Manager, prior to compensation to being paid. A record of payments must be kept; we will typically not issue any tenant more than one amount of compensation under Quick Resolutions in any twelve-month period.

3.5 Compensation Claims will not be considered for:

- Personal injury
- Damaged caused by circumstances beyond EPIC's control
- Problems cause by third parties not working for EPIC

3.5.1 This may also include instances where any damage is covered under contents insurance. However, where damage has been caused directly because of the actions or omissions of EPIC or a contractor working on our behalf, consideration for compensation will be given without the need for the customer to make a claim at further inconvenience and cost, especially where the facts are not in dispute.

#### 4. OUR APPROACH TO FINANCIAL COMPENSATION

4.1 All compensation calculations will be based on what is considered fair in the circumstances of the case.

- Actual, proven financial loss sustained as a direct result of the service failure.
- Avoidable inconvenience, distress, detriment, or other unfair impact of the service failure.
- The duration of any avoidable distress or inconvenience.
- The seriousness of any other unfair impact.
- Actions by us which either mitigated or contributed to actual financial loss, distress, inconvenience, or unfair impact.
- The levels of compensation for similar cases.
- Using case studies published by the Housing Ombudsman to benchmark appropriate compensation levels.

4.2 Payments Of Compensation and Arrears

Any compensation paid by EPIC may, in agreement with the tenant, be offset against any outstanding debt owed to the organisation, unless this approach has a detrimental effect on the tenant causing additional hardship or because the landlord is legally obliged to make the payment.

4.3 Financial Remedies

Appendix A reflects the financial remedy for each finding rather than the total amount for the case used by the Housing Ombudsman; EPIC aims to apply similar levels of compensation where no other remedy or resolution other than financial are practicable or acceptable.

## 5. RESPONSIBILITIES

The roles and responsibilities for key stakeholders across EPIC are detailed below:

- 5.1 It is the responsibility of the Director of Housing Management
- To monitor the overall effectiveness of this policy.
- 5.2 It is the responsibility of the Housing Manager:
- To keep a record of compensation issued and audit that the policy position has been adhered to.
- 5.3 The Repairs and Voids Manager and Housing Manager are responsible the following:
- Developing and implementing operational procedures to deliver the policy objectives.
  - Embedding the policy through staff training, learning and development.
  - Monitoring the overall effectiveness of the policy in terms of cost, quality, and time.
  - Reporting to the management team on the operational effectiveness of the policy.
  - Ensuring that there are adequate checks and controls in place to ensure that this policy is enacted effectively.
  - Evaluating, amending, and enhancing the delivery of the policy.
  - Staff requesting compensation to notify the relevant person.

## 6. TRAINING

The Repairs and Voids Manager and Housing Manager will be responsible for embedding the policy through staff training and learning and development.

We will publicise our policy on our website.

## 7. DATA VALIDATION, REVIEW AND MONITORING

Overall responsibility for ensuring compliance with this policy lies with the Director of Housing Management.

## 8. EQUALITY AND DIVERSITY IMPLICATIONS

We are committed to ensuring and promoting equality of opportunity for all. We are opposed to discrimination on any grounds, including race, religion, gender, marital status, sexual orientation, disability, age, or any unjustifiable criteria. We are committed to developing a culture that values people from all sections of society and the contribution which each individual can make. We will ensure our approach to accessing properties is considerate to people's individual needs. We also adhere to the Equality Act 2010.

EPIC Housing recognises that some people experience disadvantage due to their socio-economic circumstances and will strive to ensure no person or groups of persons is treated with injustice due to their personal circumstances. EH will also ensure that all services and actions are delivered within the context of current Human Rights legislation and will make sure the central principles of the Human Rights Act (1998) will be adhered to.

An Equality Impact Assessment has been completed in conjunction with this policy. This policy does not disproportionately affect any one group and will not lead to the discrimination (direct or indirect), harassment, victimisation, or less favourable treatment of people with protected characteristics.

## **9. MONITORING / REVIEW**

This policy will be reviewed every 3 years. A review may be conducted earlier if there are significant changes to either legislation or EPIC's operating practices.

## **10. ASSOCIATED DOCUMENTS**

- Complaints Policy
- Tenancy Agreement
- Repairs Policy

**Version Control**

<b>Date of Review</b>	<b>Reviewer</b>	<b>Version Number</b>	<b>Changes</b>	<b>Date of Next Review</b>	<b>Approved By</b>
March 2023	Director of Housing Management	1.0	New Policy	March 2026	Executive Team
July 2024	Director of Housing Management	2.0	Minor changes – Policy Review	July 2027	Executive Team
July 2024	Director of Housing Management	2.1	Change to reflect officers to be able to award payment	July 2027	Executive Team

Level of redress	Likely associated finding	Impact on resident	Circumstances
£50 to £100 Minimal Short	Service failure	Minimal Short duration May not have significantly affected the overall outcome for the resident Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.	There was minor failure by the Landlord in the service it provided, and it did not appropriately acknowledge these and/or fully put them right.  The LL may have made an offer of action/compensation, but it does not quite reflect the detriment to the resident and/or is not quite proportionate to the failings identified by our investigation.
£100 to £600	Maladministration	No permanent impact	There was a failure which adversely affected the resident.  The LL has failed to acknowledge its failings and/or has made no attempt to put things right. <i>Or</i> The LL has acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.
£600 to £1,000	Maladministration/ Severe maladministration	Significant impact Physical and/or emotional impact	There was a failure which had a significant impact on the resident. The circumstances for maladministration apply and the redress needed to put things right is substantial. <i>Or</i>



			The circumstances for severe maladministration apply but the redress needed to put things right is at the lower end of that scale.
£1,000 +	Severe maladministration	Severe long-term impact	<p>There have been serious failings by the LL.</p> <p>There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident.</p> <p>The LL's response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship.</p> <p>The LL repeatedly failed to provide the same service which had a seriously detrimental impact on the resident; demonstrating a failure to provide a service, put things right and learn from outcomes.</p> <p>The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may be sufficient)</p>