



Kingston Council Housing Compensation Policy 2021

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Introduction

Kingston Upon Thames Council is committed to excellent customer service however we recognise that sometimes things may go wrong.

This 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 make, such as Home Loss payments.

It should be noted that any discretionary offers of Compensation are made without prejudice and as a good will gesture and does not signify the acceptance of legal responsibility or liability on the part of Kingston Upon Thames Council. 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/Local Government Ombudsman remedies. We will try to put the matter right and say sorry to the customer and try to ensure that problems are resolved quickly and efficiently and we will always try to resolve the problem before the need for compensation arises. Where financial payments are appropriate, they are proportionate to the loss or inconvenience caused, and all customers are treated in a fair and equitable way

Scope

This Policy applies to all current and former tenants, leaseholders, and customers of RBK's Housing Service except where specified.

Formal redress

Complaints which are unable to be resolved relating to the Community Housing team are dealt with by the Local Government Ombudsman

<https://www.lgo.org.uk/make-a-complaint> and complaints relating to Housing

Landlord services are dealt with by the Independent Housing Ombudsman.

<https://www.housing-ombudsman.org.uk/residents/make-a-complaint/>

Links to other policies

On the Council website you can find the policies & information which link to this policy. Please go to www.Kingston.gov.uk and search for housing policies. These provide more detail and additional guidance on various housing topics.

Types of Housing Compensation paid by RBK

Please note that in most cases except where the tenant/licensee has rent arrears compensation payable will be paid directly to the rent account and any remainder after this will be paid directly to the tenant/licensee.

Where it is confirmed that a tenant has no rent arrears **or** the tenant/licensee has already paid monies for example, in respect of increased Gas or Electricity usage due to disrepair, this compensation will be directly payable to the tenant.

Home loss

Home loss payments may be made to tenants or owner-occupiers 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. Home loss payment is only payable where a displacement (move) is compulsory. This is payable in line with the law. The Regulations prescribe the maximum and minimum amount of home loss payments payable in England at The Home Loss Payments (Prescribed Amounts) (England) Regulations 2019

Disturbance

Disturbance payments may be made to tenants 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 costs. Disturbance payments cover 'reasonable expenses' incurred by the entitled person during moving. Where people who are displaced from properties that have had specified structural modifications for disabled people should include an amount equal to any reasonable expenses incurred by the person entitled to that payment in making comparable modifications to the alternative dwelling to meet the needs of that disabled person. The specified modifications are such as a local authority having functions under section 29 National Assistance Act 1948 would have provided assistance for (or would have if an application had been made to them).

Improvements

If your secure tenancy is ending and you completed improvements to your property after 1 April 1994 you 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 right to compensation for improvements is subject to certain qualifying criteria and regulations contained in The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613.

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

The Right to Repair Regulations covers specific repairs, known as 'Qualifying Repairs' which cost less than £250 and should be done within a set time limit for Secure Tenants. If these are not carried out within that time you may be entitled to compensation. You can find details of which repairs are covered on our website. If your repair is covered by the Regulations and the contractor does not fix it within the time limit, please contact us, if we are unable to resolve the repair within the second time limit (prescribed period) you will be entitled to compensation, for every day the repair is not fixed, up to a maximum of £50.00

A repair won't qualify if:

- it exceeds an estimated cost of £250,
or
- the local authority isn't responsible for the repair
- Right to Repair does not apply if you, or a member of your household, or a visitor caused the damage
- Right to repair does not apply unless you are a secure tenant

Discretionary compensation

Landlords are expected to have a compensation policy which provides guidance on when it will consider offering discretionary compensation. These are sometimes referred to as a gesture of goodwill.

Compensation as part of complaint resolution

Compensation may be considered at any stage in our complaints process. Our complaints policy promotes resolution to the situation as quickly as possible. As part of our approach to resolving complaints we may offer compensation if;

- Following investigation of the complaint, it is found that a service has seriously or consistently failed;
- A member of staff has not communicated appropriately or within an acceptable timescale with a customer who has raised an issue regarding a service provided by RBK.
- if a nominated contractor acting on behalf of the council causes damage to a customer's property, RBK will refer the matter to the contractor. RBK will mediate so that the contractor reaches a fair and reasonable settlement with the resident

- Other methods to resolve the complaint, such as an apology and/or explanation are not considered sufficient, or our previous responses have been inadequate;
- We have taken an unreasonable amount of time to resolve the issues complained about;

All Housing Staff are empowered to consider whether a case should be made and offer compensation and should speak to their line manager where they think it may be appropriate.

Each case will be considered on its own merits; In some circumstances discretionary payments or “goodwill gestures” may be made by staff at Officer level, once approved by their Manager. Such discretionary payments will generally be of low value and are part of restoring positive customer relations. This may be in conjunction with or separate to any other compensation payable for loss.

Such payments are up to a maximum value of £50.00; The Assistant Director (Housing) may use their discretion to authorise compensation up to the value of £250.00. Each case will be looked at on its own merits and any payment made will be in full and final settlement and does not imply any acceptance of liability on the part of the council;

When will we pay compensation?

The table below shows the main circumstances for which we may consider a compensation claim and the amounts that may be appropriate. This list is intended as a guide, and is not exhaustive.

Each claim would be considered on its own merit, following a full investigation We would require supporting information to consider each claim. For example, claims for damage to belongings would need to be supported with the appropriate receipts.

Some complaints may result in a goodwill gesture for incidents where monetary compensation would not be appropriate.

Situation	Tenure(s) this applies to	Payment amount
Loss of amenity such as water, gas, electricity, sanitation, heating or hot water (where RBK are responsible for	Secure, Introductory, PLS, Temporary	£5-£10 per day dependent on the circumstances and if alternate means are provided

provision or was the cause of the loss)	Accommodation owned by RBK	
Failure to provide a service you have paid for	All	A direct refund of any charges for the period, or a goodwill gesture for all those affected
Failure to carry out certain qualifying emergency repairs that fall within the Right to Repair scheme	Secure	£10, plus an additional £2 for each day's delay after the expiry of the second period the repair was due to be completed in, up to a maximum of £50 compensation as set out in statute
Major avoidable delay in completing a repair within the stated/agreed timescales	Secure, Introductory, PLS & Temporary Accommodation owned by RBK	Dependent on any loss suffered and circumstance.
Damage to your belongings, if we are liable	All	Any damage to goods or possessions are dealt with through our insurance department and are not part of this compensation policy
Damage caused by a contractor employed by us undertaking a repair and, after investigation, they (the contractor) are deemed liable	All	If the injury, loss, or damage was caused by one of our contractors you should make a claim against them, as they're responsible for insuring their staff and vehicles.
A contribution towards electricity costs for heavy duty items used as part of a repair, eg dehumidifiers, or heaters used when heating has failed	Secure, Introductory, PLS & Temporary Accommodation owned by RBK	Compensation dependent on circumstances. You may be asked to provide relevant receipts.

<p>The cost (depreciated) of certain qualifying improvements you have made to your home which qualify for reimbursement on leaving the property.</p>	<p>Secure</p>	<p>This is calculated using a standard formula in accordance with set guidelines</p>
<p>The loss of the use of your home or a room within your home (except for situations involving modernisation/ planned works programmes, fire or flood)</p>	<p>Secure</p>	<p>Compensation dependent on circumstances, the cause of any fire/flood will be taken into consideration. Room loss payments are calculated using a set standard formula</p>
<p>You being moved from your home, either on a permanent or temporary basis – in some circumstances you will be entitled to a Home Loss Payment which compensates for the permanent loss of the home due to redevelopment, improvement or major repair work</p>	<p>Secure</p>	<p>This payment is statutorily set by the government</p>
<p>Compensation as part of complaint resolution</p>	<p>All</p>	<p>This may be any of the following;</p> <ul style="list-style-type: none"> ● Issuing an apology and/or explanation ● Reimbursement of actual expenses incurred (not covering loss of earnings) ● Compensation by way of a payment in recognition of ‘time and trouble’ or inconvenience. ● Policy/procedural changes

		<ul style="list-style-type: none"> ● Staff Guidance/training on lessons learnt from previous claims
Compensation to landlord in lieu of damages above fair wear and tear to property and rent arrears	Private Lease, Tenant Finder, Homelessness Prevention & Syrian Refugee letting Schemes	<ul style="list-style-type: none"> ● Compensation items covered within terms of lease and value determined by schedule of rates applicable ● Value determined within Deposit Guarantee Bond applicable to letting

Compensation payments ordered by the Ombudsman

The Ombudsman can provide fair and proportionate remedies to complaints where maladministration or service failure has been identified. There are a wide range of proportionate remedies which include both non-financial remedies and compensation.

Make a claim

We have a two stage complaints process

Stage One

You should tell a member of staff or the manager responsible for the service as soon as you can and they will see if they can sort it out.

We aim to respond to you within 15 working days. If we cannot reply within this time, we will let you know.

Stage Two - Review

If you remain dissatisfied with the response to your stage 1, please contact us within 28 days and request a stage 2 review.

You will need to state the issues you remain dissatisfied with and the outcome you are seeking. This request will then be reviewed by the Customer Care service.

<https://www.kingston.gov.uk/council-democracy/feedback-complaints-complements?documentId=35&categoryId=20019>

If you are still not happy with our response at stage two, you can contact the Local Government Ombudsman for complaints relating to the Community Housing Team or the Housing Ombudsman for complaints relating to Housing Landlord services.

For which Ombudsman to contact please see,

<https://www.lgo.org.uk/make-a-complaint/fact-sheets/housing/which-ombudsman-for-complaints-about-social-housing>

For more details on compensation please see,

<https://www.housing-ombudsman.org.uk/useful-tools/fact-sheets/compensation/>