

# Housing Compensation and Redress Policy

Version	1.0
Last reviewed	n/a
Responsible officer	Head of Facilities Manager
Approved by MT	17.4.25
Next review date	July 2026

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## **1. Aim of the Policy**

Canterbury City Council aims to provide good and reliable services to all our customers and to resolve any issues or mistakes before the need for redress or financial compensation arises. In some circumstances, when mistakes happen, we may offer practical solutions or compensation to put these right as quickly as possible.

The aim of this policy is to restore a person to the position they would have been in had the service failure not occurred. It sets out guidance for applying a remedy, which may include financial compensation and ensures there is a fair, proportionate and consistent approach to offering redress and awarding compensation.

This policy only applies to tenants of Canterbury City Council's Housing Revenue Account.

## **2. Policy Statement**

This policy sets out how Canterbury City Council (CCC) will approach managing compensation claims to our customers.

Where a complaint is justified, an acknowledgement and apology will normally be sufficient. However, we recognise that where a complainant has suffered some disadvantage, inconvenience or loss as a result, other remedial action may need to be considered. This includes any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on the council's behalf.

Compensation may be considered when we fail to follow our own policies and procedures or there is a service failure. Consideration will be given to individual merit as to the remedy offered using discretion and a commonsense approach. The result of this decision will be appropriately recorded.

## **3. Offers of Compensation**

When an offer of compensation is made, the complainant must acknowledge the offer within 14 days and accept it within one month of the offer being made. If a response is not received within this time CCC reserves the right to withdraw the offer.

If money is owed to CCC's Housing Services (and the arrears are not covered by Housing Benefit or Universal Credit), we will credit any compensation to the rent / service charge account, unless an existing arrangement is in place and being adhered to. We make any discretionary offers of compensation without prejudice and generally as a gesture of goodwill. They do not

signify the acceptance of legal responsibility or liability on the part of the Council. Therefore, all such payments made under this policy will be issued as full and final settlement for the associated complaint or issue.

This Policy applies to all current & former tenants, leaseholders and customers of Canterbury City Council Housing Service.

#### **4. Legislation and Guidance**

The legislation, guidance and policies listed below will be taken into consideration when implementing this policy:

- Housing Act 1985
- Equality Act 2010
- Landlord & Tenant Act 1927
- Health and Safety at Work Act 1974
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- The Localism Act 2011
- Social Housing Regulatory Act 2023 5. Supporting Policies or Procedure
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2023
- Housing Ombudsman Complaints Handling Code
- Housing Ombudsman guidance - [Compensation policy](#) | [Housing Ombudsman](#)
  - Equalities Act 2010

#### **5. Supporting Policies**

- [Complaints Policy](#)
- Repairs and Maintenance Policy

#### **6. Features of Compensation**

Compensation may be statutory (i.e. the law obliges us) or discretionary (e.g. the circumstances dictate it is the right thing to do).

Compensation will be awarded in a way that is fair, appropriate and proportionate, as well as representing value for money in the way we manage our resources.

Customers are responsible for arranging their own home contents insurance for accidental damage to their belongings. Compensation is not a replacement for home contents insurance, although if the complainant believes CCC is liable for any damage then this will be investigated by the Insurance team.

There are three types of compensation payment:

- mandatory (such as statutory home loss payments)
- quantifiable loss payments (where people can demonstrate actual loss)
- discretionary payments (for time and trouble/distress and inconvenience).

## **7. Mandatory Payments**

Compensation payments that fall into this category are:

### **7.1 Improvements**

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

To qualify for compensation, the customer must have:

- Requested and obtained, in writing, the Council's permission before carrying out the work.
- Retained all invoices relating to the work to determine the compensation payment.
- Where appropriate, provide evidence of having official permission(s) needed such as planning permission, building control, listed building consent etc.
- Request compensation during the last 28 days of the tenancy or within 14 days after the tenancy ends.

Qualifying improvements will be compensated for by calculations based on a formula set by the Government and will be paid on a sliding scale according to the expected life expectancy of the improvement.

We will not pay compensation to a customer we are evicting due to breach of tenancy conditions, where a customer exercises their right to buy, where there is a mutual exchange, or where a new tenancy is granted at the same property to the qualifying tenant.

## **7.2 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.

## **7.3 Home Loss**

Where a customer is required by CCC to move to another property, compensation will, where appropriate, be paid in accordance with the Home Loss Payments (Prescribed Amount) England Regulations 2023.

Such payments are made in recognition of the personal distress and inconvenience experienced by customers who need to leave due to the demolition of their home or redevelopment.

The amounts of compensation are set in statute.

## **7.4 Disturbance**

Disturbance payments may be made to secure 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 the move.

## **8. Quantifiable Loss Payments**

Quantifiable loss payments could be claimed where the claimant can demonstrate an actual loss. The claimant will need to demonstrate that any such costs have been reasonably incurred and provide evidence of such loss.

For Leasehold properties we will only accept a claim from the Leaseholder, not anyone the property is let to, and any compensation will be in line with the service charges the Leaseholder is liable for.

Claims for a quantifiable compensation payment could include:

- Increased heating bills due to a delay with a heating repair
- Having to pay for alternative accommodation or take away food
- Paying for cleaning or carrying out repairs where a landlord has failed to meet its obligations.

We will not cover costs if you have:

- Not notified us of the issue
- Given us reasonable time to rectify the issue
- Refused us access to the property
- Refused our offer to rectify the issue

## **9. Discretionary Payments**

CCC may pay discretionary compensation in certain circumstances.

Appendix A shows suggested ranges of compensation levels that officers may take into consideration when deciding whether an order of compensation should be made to recognise a particular adverse effect and impact on a resident. This is not a prescriptive list and should never be treated as such – it is important that our staff consider the cumulative impact of a Council or its contractors' failures in a compensation claim.

For consistency, we offer standard amounts for frequently occurring minor service failures which may not have had a significant impact on a resident, such as a missed appointment. Examples of frequent ex gratia payments are set out in the remedy summary table at Appendix B.

## **10. Compensation as Part of Complaint Handling**

Compensation may be considered at any stage of CCC's complaints process. The complaints policy promotes a swift resolution. As part of our approach to resolving complaints CCC may offer compensation if any of the following apply:

- Following investigation of the complaint, it is found that a service has seriously or consistently failed.
- Services have not been delivered appropriately or within acceptable timescales.
- Other methods to resolve the complaint, such as an apology and/or explanation are not considered sufficient, or our previous responses have been inadequate.
- CCC has not resolved the issues complained about in a reasonable amount of time.
- CCC has dealt poorly with the complaint handling.

- CCC policy or procedure has not been followed.
- CCC has failed to provide the service that had been paid for.

Each case will be considered on its own merits. Any discretionary payments will generally be of low value and a part of restoring positive customer relations.

Separately or in conjunction with compensation payments, we will consider the following as part of complaint resolution:

- Adjustment to your rent account or service charges, if you're in arrears.
- A rent-free period.
- other non monetary provisions

## **11. Situations Where Compensation Will Not be Considered**

There are situations where CCC will not consider compensation payments.

These include:

- Claims for personal injury
- Claims for damage caused by circumstances beyond a landlord's control (e.g. through storm or flooding)
- Problems caused by a third party not working for the landlord
- Where any damage is covered under contents insurance. However, where damage has been caused directly because of the actions or omissions of the Council or contractor working on CCC's behalf, consideration will be given to reimbursement without the need for the customer to make a claim at further inconvenience and cost to themselves, and where the facts are not in dispute.

## **12. Requests for a Review of a Compensation Award**

Where the compensation claim relates to a complaint, then any review of the level of compensation will be addressed through the complaints process. If the compensation request was not part of a complaint, then a review would become a Stage 1 complaint on that specific issue.

We have a two-stage complaints process and consideration will be given to any award of compensation through this process. The policy can be found on the [council's website](#).



Complaints about CCC's housing service which are unable to be resolved by the Council may be escalated by the complainant to the Independent Housing Ombudsman (and those relating to other Council services to the Local Government and Social Care Ombudsman).

### **13. Payments**

If any compensation is awarded where there are any debts owing to the council, including tenancy arrears, the funds may be used to offset this debt and the remainder of the compensation paid to the customer

#### **14. Training**

We will provide all staff responsible for implementing this policy with comprehensive training on assessing compensation. In addition, staff guidance and training on lessons learnt from previous claims will form part of our commitment to ongoing service improvements.

#### **15. Payments Approval Process**

We will ensure that the approval process is sufficiently robust to ensure compliance with this policy and that designated officers only will be able to approve compensation payments in line with the delegations of the Constitution as follows:

Service Director, People  
Head of FM  
Head of Housing

## Appendix A

Compensation amount	Impact on Resident	Circumstances
£50 - £100	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 Landlord 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 - £600	No permanent impact	There was a failure which adversely affected the resident.  The Landlord has failed to acknowledge its failings and/or has made no attempt to put things right.  Or  The Landlord 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 - £1,000	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  Or  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 long-term impact	<p>There have been serious failings by the Landlord.</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. The Landlord's response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship.</p> <p>The Landlord 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>
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## Appendix B

**Remedy Summary Table**

<b>Category</b>	<b>Level of Compensation</b>
<p>Repeated missed appointments where we or our contractor fail to attend an agreed appointment, arrive late to an appointment by 2 hours or more, or cancel an appointment giving less than 24 hours' notice.</p> <p>Where a resident can demonstrate loss of earnings, we will at our discretion compensate up to the limit for loss of earnings using the established jury duty rate. The resident will need to demonstrate that they cannot work from home, no other household member could reasonably have provided access, and it was necessary to book a full day off work for the day of the appointment.</p>	£20 - £100
Failure to deliver a service to published service standards causing minimal impact	£10 - £50
Failure to complete repairs within target timescales	£10 + £2 per day up to a maximum of £50
Reimbursement of heating and hot water charges for communal areas following a service breakdown of more than 3 days (tenants only)	Reimbursement of the weekly heating and hot water charge for the period the service is down (during the heating season only)
Reimbursement of increased electricity costs due to use of a temporary heater usage	£2.50 per heater per day
Reimbursement of increased electricity costs due to the need to boil water due to breakdown of a boiler	£2 per household member per day

Reimbursement of increased electricity costs due to use of a dehumidifier	£3.50 per unit per day
Reimbursement of costs following loss of cooking facilities – where alternative accommodation is not offered the Council will offer reimbursement of costs of purchasing prepared food at standard rates per household member	£15.00 per adult per day  £10 per child (under 12) per day
Loss of electricity and/or lighting affecting one or more rooms	£5 per day after 2 days of the repair being reported for loss of lighting/electricity to the whole property.  £10 per week paid after the first full week from the date reported to the Council where there is partial loss of lighting/electricity
Lift failure  Where a lift is unavailable for more than 7 consecutive days and residents do not have access to another lift in the block.	£1 per day for each day after the first 7 consecutive calendar days failure (inclusive of the initial 7 days eg. eight consecutive days of failure would result in a payment of £8.  A higher rate of £2 per day will be considered for those deemed vulnerable due to mobility issues.  In addition, if there has been detrimental impact to a resident who is unable to use the stairs, the Council will assess the impact of the failure on the resident and offer appropriate remedies.
Minimal impact complaints  Where a resident has just cause to complain and has suffered minimal inconvenience the Council may make an offer of compensation in recognition of the failure to perform.	£10 - £50
Poor communication that results in inconvenience .	£10 - £100