



Compensation and goodwill gestures policy

1.0 Purpose and Scope

This policy set out our approach to compensation and goodwill gestures. It highlights our commitment to acknowledging that we will compensate our residents where we have failed to meet the standards of our service.

This policy will not compensate where we are the superior landlord, i.e., where we are not responsible. In such cases those parties should speak with their insurance.

We recognise that working quickly and efficiently with residents where a service failure has occurred is the most effective way to improve our services. We employ a pro-active approach ensuring that any failures in our service are compensated accurately, in a timely manner and prevents further dissatisfaction for our residents.

This policy includes our approach to loss of room and use of facilities, the use of goodwill gestures and how we compensate regarding loss of energy provision.

We will:

- Ensure that residents are compensated fairly where they have been distressed or inconvenienced
- Use our discretion to compensate and support residents where they have experienced financial hardship because of a service failure (based on evidence provided where necessary)
- Consider goodwill gestures to our residents, where we have not been able to provide a service that is in line with our policies and procedures

2.0 Definitions

- **Compensation** – a financial payment to make amends or to recognise distress or inconvenience caused because of a service failure.
- **Goodwill gesture** – A discretionary financial or other gesture given to recognise a shortcoming in the way we have delivered our service.
- **Decant** – When a resident is moved from their principal home into alternative accommodation due to planned major works, an emergency or because of the demolition or sale of a property.

- **Defects** - a fault of workmanship in the construction of a new build property, or a fault in the installation or manufacture of items of equipment which form part of the construction identified within a specified time post completion.

3.0 Policy statement

We are committed to providing a high level of service for our residents. Where there has been a service failure, we will act with urgency and sensitivity, making every effort to provide a remedy as soon as possible.

Where we have failed to follow our published policies or there have been unreasonable delays against our service standards, we will aim to provide financial compensation, in line with the policy.

We will manage expectations and will be transparent when we are unable to meet a request, we will compensate in accordance with our policy at the time of the service failure.

Where a resident or leaseholder has arrears on their account (i.e., Current rent, service charge, former tenancy debt or heat charges), compensation will be paid to the account to reduce or eliminate the arrears. If the compensation amount exceeds the level of arrears, the additional amount can be paid directly to the resident or into their Notting Hill Genesis account to leave a credit. We will confirm with the resident how they wish to receive any surplus credit.

We will also consider paying the compensation directly to a resident in arrears where our service failure has caused financial hardship or has made the resident financially worse off. We may request that the resident provides evidence in the form of receipts or bills.

In cases where the service failure has been on the part of a third party acting on behalf of NHG such as a repairs contractor, we will assist residents in getting compensation from the third party.

All compensation payments will be offered on a without prejudice basis.

4.0 Goodwill gestures

We may offer a discretionary goodwill gesture to acknowledge that there has been a service failure, that we are committed to putting right and to restore good relations.

Goodwill gestures can include a stand-alone item such as flowers, chocolates or vouchers and will not exceed £50 in value. In exceptional circumstances these can be made alongside compensatory payments.

5.0 Awarding compensation

It is important that we compensate our residents fairly, proportionately, and appropriately where we have failed to meet our service standards.

Where our residents experience distress and inconvenience following a service failure, we can make a discretionary payment of up to £250. This includes cases of

inconvenience, hardship, distress or a ‘making good’ payment. These payments are made subject to supporting evidence or proof at our request.

In exceptional circumstances where there have been multiple failures, or the resident has experienced exceptional hardship. We may offer higher levels of compensation than outlined above if agreed by management.

When a service failure causes a resident to incur additional expenses, we will aim to cover reasonable additional expense, in addition to any other compensation payable. For example, the cost of paying for electricity for plug-in heaters when a boiler has broken down. This will be assessed on a case-by-case basis and evidence may be requested, such as prepaid gas/electric receipts or energy bills.

We will always make an offer of compensation in writing, confirming that the offer is made without prejudice and ask the resident to confirm in writing that they accept the amount of compensation awarded.

If the resident is dissatisfied with the amount of compensation awarded, we will try to come to an agreement with resident. And if they are still unsatisfied, they can make, or escalate, a complaint through our complaints process.

5.1 Compensation award guide

Impact	Factor to consider	Compensation to be considered
Low impact	<ul style="list-style-type: none"> • Service standards haven't been met, the issue has taken slightly longer than expected causing some inconvenience to the resident • Compensation is more appropriate than a goodwill gesture 	Up to £50
Medium impact	<ul style="list-style-type: none"> • The service has markedly failed to meet service standards and this failure has caused inconvenience and distress that has not been manageable for the resident 	Up to £125
High impact	<ul style="list-style-type: none"> • There has been a serious failure in service delivery over a period of time which has caused a significant level of distress and inconvenience to the resident. 	Up to £250

6.0 Repair-related compensation (excluding defects)

Where we have failed to meet our repair obligations then we will pay compensation as outlined below.

Where it is confirmed that an appointment with a repair's contractor acting on our behalf to carry out a day-to-day repair in a resident's home (excluding communal areas) was missed by the contractor at no fault of the resident, we will compensate £30 for a missed appointment.

Where there is provision in the tenancy or licence agreement, we will pay compensation for delays in completing repairs in a resident's home with set timescales under the right to repair scheme (excluding communal areas).

In some exceptional circumstances we may offer a compensation payment to enable the resident to resolve an issue inside their property rather than carry out the repair ourselves.

6.1 Loss of rooms and facilities in your property

If you are a tenant and our failure to carry out repairs, we are responsible for results in the loss or severe limitation of use of rooms or services within a rented property for unreasonable periods we may pay compensation based on the rent that you pay in addition to any other compensation payable.

We will not pay compensation for loss of a room where:

- this has not been reported to us
- we have completed a repair to the standard and in line with the timescales published in our repairs policy
- the resident has been temporarily decanted by us or has refused a suitable offer of a decant. Any additional costs because of being decanted temporarily then the resident may be able to claim a contribution to these in line with our Decant policy.

Room/facility	Compensation
Loss of living room	20% daily rent
Loss of bedroom (if used)	25% daily rent
Loss of kitchen (if no alternative available)	30% daily rent
Loss of bathroom (if no alternative available)	30% daily rent
Loss of heating* (after the first 48 hours during October to March only) and/or Loss of hot water* (after the first 48 hours*)	10% daily rent
After first 24 hours with - no sanitary provision of any kind, no supply of cold water either from a tank or rising main, no habitable rooms	100% daily rent

*Where we have failed to carry out a repair in a property. Where we are the heating and hot water provider and there has been an interruption to supply, unrelated to other repairs in the property, see section 7.

For the loss of rooms or facilities where a property is owned (leaseholder and shared owners), but compensation can be received where there has been a service failure when rectifying the issues please see appendix 1(pages 7-8).

6.2 Loss of communal services or facilities

We do not pay compensation for loss of communal services or facilities although compensation may be paid if there is a service failure made by us in rectifying the loss. Decisions will be made on a case-by-case basis.

Where there is a loss of communal services already charged but is not incurred or is deemed as unreasonable cost, this will be reflected in the year end accounts as appropriate.

7.0 Interruption to heat and hot water supply where NHG is the Heat Supplier

We aim to comply with the rules set out by Heat Trust regarding interruptions to heat and hot water where we are the heat supplier. If supply is interrupted compensation may be provided in line with the heat supply agreement or as summarised below.

Any claim must be made within 3 months of the interruption.

Interruption	Compensation
An unplanned continuous interruption of more than 24 hours	£30 for each 24-hour period after this time (up to a maximum of £500)
A planned continuous interruption of more than five days	£30 for each full 24-hour period after this time (up to a maximum of £500)
4 or more unplanned interruptions of over 12 hours over a 12-month period	A one-off payment of £54 (in addition to any other compensation due)

8.0 Defects in new properties

We will not pay compensation solely because there are defects in new build properties, this includes where faulty items such as lighting or doors need to be replaced.

We may pay compensation proportionately to the length of time to resolve the defect is excessive. This will be considered on a case-by-case basis, considering the contractual arrangements in place for individual schemes.

We may pay compensation where there has been a service failure in the rectification of defects such as failure to attend agreed appointments, or where the defect has caused additional damage or hardship, this will be considered on a case-by-case basis, considering the contractual arrangements in place for individual schemes.

9.0 Exclusions

We will not pay compensation where:

- The resident has been responsible for the loss or delay of a service or have not reported the issues to us.
- There is an ongoing legal action, including any liability claim being made against NHG, about the same issue.
- We have acted appropriately to solve the problem but external factors beyond our control have meant that we are unable to, for example extreme weather conditions.
- Compensation is requested by a sub-tenant.

- There is a request for a reimbursement for a loss of earnings (e.g., in relation to time off work)
- There is a request for compensation for the time taken to pursue the matter.
- A new resident incurs additional rental costs during the process of moving into a new property
- There is damage and the resident believes that we, or a contractor working on our behalf, are at fault, in these cases a liability (insurance) claim can be made where negligence will need to be evidenced.
- There is damage that would ordinarily be covered by the residents own household insurance policies (contents, motor, flooding etc), unless it stems from failure on NHG's part.

10.0 Our approach

In writing this policy we have carried out a diversity and inclusion impact assessment, no adverse impacts were identified. The policy does not involve the use of personal, sensitive information so it has not been necessary to carry out a data protection impact assessment.

If you'd like more information about this work, please get in touch at policy@nhg.org.uk

11.0 Reference

Right to Repair legislation <http://www.legislation.gov.uk/ukxi/1994/133/made>



APPENDIX1

Category	Qualifying Criteria	Compensation Payment for tenants	Compensation Payment for Leaseholders
Loss of room or facility	<p>Where a room is made completely unusable for 48 hours or more beyond our published repair response times, we follow a formula to calculate the amount of compensation due. The calculation takes in to account the type and number of rooms.</p> <p>Where the loss or severe limitation of use or rooms is for an unreasonable period, you should consider making additional compensation payment for inconvenience.</p> <p>No payment is made for loss of the use of a garden, balcony, roof terrace, hallway or unused bedroom. We determine if a bedroom is unused in line with the size</p>	<p>Compensation is based on a percentage of daily rent when a resident is without the following facilities (up to a maximum of 80% in total):</p> <ul style="list-style-type: none"> • Living room - 20% • Bedroom (if used) - 25% • No access to cooking facilities- 30% • No access to bathroom facilities -30% <p>Calculated as: Weekly rent/7*the percentage above* number of days lost</p>	<p>Compensation is based on the rental figure as provided via shared ownership rent. However, if you cannot find a shared ownership rental figure for your property please use the private rental set figures below.</p> <ul style="list-style-type: none"> • Living room- £10 per day (or 20% of daily rent) • Bedroom if used- £12.50 per day (or 25% of daily rent) • No access to cooking facilities- £15 per day (or 30% of daily rent)

	criteria set out in our allocations and lettings policy.		<ul style="list-style-type: none"> No access to bathroom facilities £15 per day (or 30% of daily rent)
Loss of heating and/or Loss of hot water due to failure to carry out a repair in the property	<p>Usually, we will pay a set amount for each day after the first 48 hours that a resident is without heating (during October to March only) or without hot water (any time in the year).</p> <p>Note: Where we are the provider of heating and hot water refer and there is a failure of supply.</p>	<p>Compensation is paid at a rate of 10% of the daily rent for each day without heating or hot water</p> <p>Calculated as: Weekly rent/7*10* number of days lost</p>	Compensation is paid out at whichever figure is the highest either £5 per day or 10% of the daily rent

<p>Complete loss of facilities</p>	<p>Where residents experience a complete loss of rooms or facilities meaning they have</p> <ul style="list-style-type: none"> • No sanitary provision of any kind • No supply of cold water either from a tank or rising main • No habitable rooms (bedrooms and living room) <p>And they have not been offered a decant.</p>	<p>Tenants are paid compensation of 100% of daily rent after the first 24 hours in which they are without any of the following facilities and where they have not been offered the opportunity to be decanted.</p>	<p>Compensation is paid out at whichever figure is the highest either £50 per day or 100% of daily rent.</p> <p>Please be aware that even if a leaseholder is decanted they can still be offered 20%-50% of their rent for the period that they are out of the property.</p>
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Document control

Author	Victoria Agyeman-Duah – Policy Officer
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Policy owner	Head of policy and customer experience
Accountable Director	Director of Business Improvement

Version control

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