

Remedies Policy ('Policy')



1. Introduction

- 1.1 At Wealden District Council, we are committed to providing high-quality services and maintaining strong, trust-based relationships with our residents and customers. We recognise that, despite our best efforts, things may occasionally go wrong. When this happens, we believe in putting things right as quickly and fairly as possible. An important part of this is acknowledging where we have not met the standards our residents are entitled to expect and, where appropriate, offering compensation or other forms of recompense to remedy the impact.
- 1.2 This Policy sets out our approach to making fair and proportionate redress when we have failed to deliver a service, when our actions have caused inconvenience, distress or harm, or when a financial loss has occurred as a result of our actions or omissions. It applies to both formal complaints and other situations where a service failure is identified.
- 1.3 The policy reflects our commitment to the principles of fairness, transparency, and accountability. It has been developed in accordance with both the Housing Ombudsman's (HOS) Complaint Handling Code and Local Government and Social Care (LGSCO) Complaint Handling Code and takes into account relevant guidance, including the Ombudsman's own approach to assessing compensation.
- 1.4 We understand that compensation can take different forms - including financial payment, service-based gestures (such as remedial works or discretionary services), or formal apologies. The form and level of recompense will be considered on a case-by-case basis and will be proportionate to the circumstances and impact on the individual.
- 1.5 Appendix A provides details of the statutory compensation payments that we as a landlord are legally required to make under housing legislation. These payments are mandatory and the amount/s payable will depend upon the individual households circumstances.

2. Definitions

- 2.1 For the purposes of this policy, the following definitions apply:

Compensation / Recompense – A remedy offered to a resident or service user when the organisation has failed to meet its obligations. This may include financial payments, practical actions, or other remedies to acknowledge service failure, inconvenience, or loss.

Complaint – An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its staff, or those acting on its behalf, affecting an individual service user or group of users.

Discretionary Payment – A non-statutory payment made by the organisation as a goodwill gesture, usually where distress, inconvenience or time and trouble has been caused, even where no direct financial loss has occurred.

Service Failure – A situation where the organisation has not delivered a service to the expected standard, has failed to act in line with policy or procedure, or has breached its contractual, regulatory or legal obligations.

Financial Loss – Actual, evidenced monetary loss suffered by a resident or service user as a direct result of the organisation's actions or omissions. This may include costs for temporary accommodation, damage to personal belongings, or expenses incurred due to missed appointments.

Maladministration – Faulty, misleading, or inefficient administration that results in unfair treatment, disadvantage, or injustice to the individual. This can include avoidable delay, poor communication, failure to follow procedure, or failure to take proper action.

Mitigating Factors - circumstances or considerations that may reduce the level of remedy or compensation offered in response to a complaint or service failure. These may include actions taken by the service user that contributed to the issue, delays caused by the resident in engaging with the resolution process, or steps already taken by the landlord or third parties that have helped to resolve or minimise the impact of the problem.

Tenant / Resident / Service User / Individual – Any individual who receives a service from the organisation. This includes tenants, leaseholders, shared owners, housing applicants, and users of council services.

Redress – The act of putting something right. In this context, redress may include compensation, a formal apology, completing outstanding actions, or other practical steps to address the impact of service failure.

Housing Ombudsman Service (HOS) – An independent body that investigates complaints and disputes relating to social housing providers in England. The Housing Ombudsman promotes fair complaint resolution and publishes guidance, including the Complaint Handling Code.

Complaint Handling Code – The framework set by the Housing Ombudsman that outlines good practice in complaint handling for landlords, including expectations for timely resolution, learning, and fair redress.

Local Government and Social Care Ombudsman (LGSCO) – An independent body that investigates complaints about councils and adult social care providers in England. The LGSCO considers complaints relating to housing allocations,

homelessness, adaptations, and other non-landlord services provided by local authorities.

3. Scope

3.1 This policy applies to all services delivered by Wealden District Council where there is a duty to provide a reasonable standard of service and where a failure to meet that duty may result in the need to offer recompense.

3.2 This policy does not cover:

- any matter settled via an insurance claim;
- any settlement agreed via court proceedings;
- where there is a specific statutory process of remedy open to the complainant, such as the parking appeals process;

3.3 Exceptions to these circumstances:

- we may pay compensation to settle a claim where it is cost-effective for the council to do so
- A complaint remedy or financial compensation payment would be ex gratia and would not represent an admission of liability. It is also important to note that compensation will not be paid for matters that fall outside the remit of the Council, relate to third-party agencies over which we have no control or has been caused by the actions of the complainant.

4. Policy Principles

4.1 This policy is underpinned by the following key principles, which reflects the Councils commitment to fair, timely, and proportionate resolution of complaints and service failures:

a. Fairness

We will assess all cases will be assessed on their individual circumstances and offer recompense that is reasonable and proportionate to the impact experienced. We will take into account the nature and severity of the failure, the duration of any inconvenience or distress caused, and the resident's or service user's individual circumstances.

b. Accountability

We take responsibility for our actions and are committed to putting things right when we have failed to meet our obligations. Where compensation or other remedies are appropriate, they will be offered promptly and in line with this policy. We will also ensure that learning from such cases informs service improvement.

c. Transparency

We will clearly explain the reasons for any compensation or recompense decisions, including what has been awarded and why. If compensation is

refused or a lower amount is offered than requested, we will provide a clear justification in writing.

d. Consistency

We will ensure that decisions relating to compensation are applied consistently across the organisation in accordance with the HOS and/or LGSCO guidance.

e. Timeliness

We will aim to consider and respond to compensation matters promptly, in line with complaint handling timeframes or as soon as the issue is identified. Unnecessary delays will be avoided, and residents will be kept informed throughout the process.

f. Proportionality

We will ensure that any redress offered is proportionate to the circumstances. Compensation is not intended to be punitive or excessive but to acknowledge the impact of our failure and to provide a fair and reasonable remedy.

g. Alignment with Ombudsman Guidance

Our approach to compensation reflects the guidance and expectations set out by both the HOS and the LGSCO. We will take into account Ombudsman decisions and learning from previous cases to guide our responses and continuously improve our approach.

h. Customer / Resident-Centred

We will always consider the individual's perspective and experience. Wherever possible, we will engage in dialogue to understand the impact and agree on a resolution that best meets their needs, which may include alternatives to financial compensation.

5. Putting Things Right

5.1 Compensation or recompense may take various forms depending on the nature of the service failure, its impact on the individual, and what is most appropriate to put things right. The following are the main types of recompense that may be offered:

- Apologising;
- Acknowledging where things have gone wrong;
- Providing an explanation, assistance or reasons;
- Taking action if there has been delay;
- Reconsidering or changing a decision;
- Amending a record or adding a correction or addendum;
- Providing a financial remedy;
- Changing policies, procedures or practices.

- 5.2 Any remedy offered will reflect the impact on the individual as a result of any fault identified and will take into account of the good practice guides issued by the Ombudsman when deciding on appropriate remedies.
- 5.3 The remedy offer will clearly set out what will happen and by when, in agreement with the individual where appropriate. Any remedy proposed should be followed through to completion.
- 5.4 If a proposed remedy cannot be delivered, the individual will be informed of the reasons for this, provided with details of any alternative remedy and reminded of their right to complain to the Ombudsman.

6. Mitigating Factors

- 6.1 We also consider any extent to which the individual's actions may have contributed to the situation in which they found themselves, in other words whether they exacerbated or failed to minimise the impact. Equally, the individual may have been proactive in seeking to minimise the impact of the situation on them. All these factors may mitigate or minimise the level of remedy.
- 6.2 Examples of when the resident's own actions mitigate the extent of the compensation being considered might include:
- failure to communicate clearly with us;
 - failure to bring individual matters to our attention within reasonable timeframe;
 - refusing help to make coherent complaint;
 - failing to respond to contact from us;
 - as a tenant, repeatedly refusing to allow us access to inspect the property and assess the extent of works needed (where relevant); and
 - pursuing a complaint in an unreasonable or excessive way

7. Types of Compensation Payments

- 7.1 There are three main types of compensation payments:
- **Statutory Compensation (mandatory):** these payments must be made by the Council as required by the Housing Regulator, and there is no discretion over the amount to be awarded. Examples include home loss and qualifying improvements under the Right to Repair scheme. [Further details are available within Appendix A.]
 - **Quantifiable Loss Payments:** these payments are made where a service failure has resulted in a direct and measurable loss to the resident and a payment is given to offset such losses. Examples may include increased heating bills due to disrepair, having to pay for alternative accommodation or paying for cleaning or repairs caused by the Council not meeting its obligations.
 - **Discretionary Payments:** these are payments the Council chooses to make, even though it is not required to by law. They are offered to acknowledge

inconvenience, distress, time and trouble or poor service experienced by the resident.

- 7.2 In determining whether such a payment is appropriate, we will consider the circumstances of the case in line with the Housing Ombudsman's Remedy Guidance and the Local Government and Social Care Ombudsman's Guidance on Remedies. These frameworks help ensure that any payment is proportionate, consistent, and reflective of the impact on the individual, supporting a fair resolution where our service has fallen short.

8. Assessment Criteria

- 8.1 The decision-making process will consider the nature of the service failure, the impact on the resident or service user, and the organisation's responsibilities under relevant policies, legislation, and regulatory frameworks.

8.3 Key Assessment Criteria

Each case will be considered individually, but the following factors will be considered when determining whether compensation is appropriate, and what, if any, form or level of recompense is fair and proportionate:

- Nature and seriousness of the service failure
Including the type of service affected and whether it was a one-off or repeated issue.
- Duration of the issue or failure
The length of time the resident or service user was affected and whether the matter was resolved within a reasonable timeframe.
- Impact on the resident or service user
Including distress, inconvenience, disruption to daily life, reputational damage, or missed opportunities. Personal circumstances, such as vulnerabilities or additional needs, will also be considered.
- Effort required to resolve the issue
Including how much time and trouble the individual had to go to in order to have their concerns heard or their issue resolved.
- Evidence of financial loss
Where a specific financial loss is claimed, evidence will be required (e.g. receipts, photographs, bank statements). We will assess whether the loss was directly caused by our actions or failure to act.
- Contributory factors
Where the individuals own actions or inactions have contributed to the problem or delayed resolution, this will be taken into account when assessing any award.
- Previous complaints or history

If the individual has experienced similar service failures before, this may increase the severity of impact and will be considered in determining redress.

- Legal or Ombudsman findings

Any determinations or recommendations made by the HOS or LGSCO will be implemented in full and may also inform decisions in similar cases.

8. Appeals and Reviews

8.1 We are committed to ensuring that decisions regarding compensation and other forms of redress are fair, reasonable, and clearly explained. However, we recognise that residents and service users may not always agree with the outcome or remedy offered. This section sets out how individuals can request a review or appeal a decision, and how we will handle those requests.

8.2 Requesting a Review

If an individual is dissatisfied with a remedy decision - whether because no compensation was offered, or because the amount or form of redress is considered insufficient - they may request a review by contacting us within 10 working days of receiving the decision.

8.3 The request should set out:

- The reasons why the individual believes the decision is incorrect or unfair.
- Any further information or evidence that was not previously considered.
- What outcome they are seeking.

8.4 We will acknowledge the request and confirm whether a review will be carried out.

8.5 Reviews will be undertaken by a senior officer who was not involved in the original decision, to ensure objectivity and fairness. The reviewer will reassess the case based on the original evidence, any new information provided, and the principles and criteria set out in this policy.

8.6 The outcome of the review will be communicated in writing within 20 working days, unless a longer timeframe is required due to the complexity of the case (in which case the individual be informed of the delay and expected timeline).

8.7 The review decision is final within the Council's internal procedures. However, if the individual remains dissatisfied, they may escalate their concerns to the relevant Ombudsman.

9. Continuous Improvement

9.1 We are committed to learning from our mistakes and using complaints and remedy cases as opportunities to improve the quality, reliability, and fairness of the services we provide.

9.2 Remedies are not just a remedy for individual service failures - it is also a valuable indicator of where our processes, systems, or behaviours may need to change. By

embedding a culture of continuous improvement, we aim to reduce repeat failings, prevent harm, and strengthen trust with our residents and service users.

9.3 All cases that result in compensation or other forms of redress will be reviewed to identify the root cause and assess whether there are wider implications for service delivery. This may include:

- Reviewing whether policies or procedures were followed;
- Identifying gaps in staff training or awareness;
- Examining resourcing or performance issues; and
- Analysing whether similar complaints have occurred across the service.

9.4 Service Improvements and Action Plans

Service areas are expected to take ownership of issues that result in compensation and implement appropriate corrective actions. These may include:

- Updating procedures or guidance;
- Introducing new training or refresher sessions;
- Improving communication with residents; or
- Strengthening case management or monitoring.

9.5 Sharing Learning

Learning from compensation and complaint cases will be shared across teams and departments through:

- Case studies and anonymised summaries;
- Internal briefings and team meetings; and
- Inclusion in quarterly and annual complaints reports.

10. Governance and Monitoring

10.1 Effective governance and oversight are essential to ensuring that compensation and recompense are applied fairly, consistently, and in line with both internal standards and external regulatory expectations. This section outlines how we will monitor, report, and review the use of this policy.

10.2 The overall responsibility for the implementation and oversight of this policy lies with the Information Governance Manager.

10.3 A central log of all compensation payments and decisions will be maintained, including the nature of the service failure, the type and amount of recompense offered, and the rationale for each decision.

10.4 We will regularly monitor compensation decisions to ensure consistency and fairness across teams and services. Monitoring activity will include:

- Monitoring of compensation cases by the Information Governance Team.
- Analysis of compensation trends to identify repeat service failures or emerging risks.
- Monitoring of the timeliness of compensation offers and reviews.

Where patterns of service failure or high volumes of redress are identified, this will be escalated to the relevant service leads for action planning and service improvement.

11. Reporting

11.1 Compensation data and trends will be reported as part of our regular complaints performance reporting, including:

- Internal reporting to CMT and Member responsible for Complaints.
- Annual reporting to Cabinet and Housing Board.
 - Public reporting, where required, in line with the Housing Ombudsman Complaint Handling Code, including summary data in the Annual Complaints Report.

12. Policy Review

12.1 This policy will be reviewed at least every two years, or sooner if:

- There are significant changes to legislation, regulation, or guidance.
- Internal monitoring identifies inconsistencies or issues in policy application
- Feedback from residents, complaints data, or audit findings suggest improvements are needed.

Appendix A

Housing Recompense Policy for Tenants and Leaseholders (Including Retirement Living and Right to Buy) - 2021-26

1. Statutory Compensation

- 1.1 This appendix sets out the statutory compensation payments that landlords are legally required to make under housing legislation. These payments are not discretionary and must be issued when specific conditions are met, regardless of whether a formal complaint has been raised. They are designed to provide redress where residents have been adversely affected by particular actions or failures in the provision of housing services.
- 1.2 The key statutory compensation schemes include:
- Right to Repair under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
 - Home Loss Payments and Disturbance Payments under the Land Compensation Act 1973.
 - Compensation for Improvements under the Housing Act 1985.
 - Decent Homes obligations and associated tenant rights under relevant housing standards legislation.
- 1.3 This appendix outlines the circumstances under which each type of statutory compensation applies, the qualifying criteria, and the applicable amounts or calculation methods as set out in law. The aim is to ensure transparency and consistency in the application of statutory redress, in line with our duties as a responsible social landlord.

2. Circumstances in which recompense will be issued

- 2.1 The Housing Ombudsman requires the policy to separate recompense payments into categories and explain in what circumstances payments will be made. It should reflect that there are three types of 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)

3. Mandatory/Statutory Payments

- 3.1 Contained here is general guidance rather than detailed information. Where there is any difference between what is stated in this document and either the tenancy agreement or relevant legislation, it is the latter that takes priority.

This section sets out what payments are set out in existing legislation.

This section provides examples of mandatory payments which could include home loss, disturbance, improvements and payments under the Right to Repair scheme.

a. Home Loss

A Home Loss payment shall be made in recognition of the personal distress, upheaval and inconvenience a customer is caused if they have to leave their home permanently because

- the dwelling is subject to major improvements as part of regeneration scheme or is to be sold or demolished as part of a redevelopment scheme

If the Council intends to demolish a building either a single residency or a block of flats or retirement living court and that building is occupied, then provided the secure tenant or fixed term tenant has occupied the property for at least 12 months prior to moving, they will be entitled to a Statutory Home Loss Payment.

Remodelling, or refurbishing a dwelling or a building is more complicated. If someone has to move out to allow modernisations or for the property to be remodelled, and they can return to the property (even if they chose not to) then they are not entitled to this payment. If they can return to the building (for instance where a retirement living court is being remodelled) but their original flat does not exist, they will be entitled to a payment. However they will not be entitled to payment if their original flat largely remains, but has been extended.

Home Loss Payments are subject to the tenant surrendering their tenancy of the property affected and giving vacant possession to the Council in order for it to be re-developed. It will only be payable once the tenant has handed back the keys to their property to the Council.

Please note that joint tenants will be entitled to one Home Loss Payment to share between them.

Any introductory or secure tenant can qualify provided they have been in occupation of the property as her/his only or main residence throughout a one-year period ending on the date of displacement. Tenants who are being evicted prior to the move will not receive a Home Loss Payment, neither will non-secure tenants nor those living in a property by virtue of a licence.

Home Loss payments are in addition to any payments that may be due to a leaseholder in respect of the value of a legal interest in their property, where their home is compulsorily purchased.

In the vast majority of cases we will discuss with each resident and any representative any Home Loss entitled, without them needing to apply. We will arrange and make any necessary payments direct to the resident.

Home Loss Payments will only be paid once, even if the tenant moves twice (to an initial home and back to the redeveloped home).

The Council reserves the right to seek to debit from the Home Loss Payment any outstanding debts owed by council tenants.

Home Loss Payment Levels

The level of home loss payment is set by the Government in accordance with the Planning and Compensation Act (1991), the Land Compensation Act (1973) and Home Loss Payments (Prescribed Amounts) (England) Regulations (2017). The level is reviewed annually.

The Council reserves the right to seek to debit part or all of the Home Loss Payment to settle outstanding debts owed by council tenants:

- Any rent arrears against the property (including former tenant arrears);
- Any court costs regarding the tenancy;
- Any garage rent arrears owed by the tenant;
- Any re-charges in relation to property damage, caused either deliberately or through neglect;

The amount payable is prescribed in law. This amount will change on an annual basis. The current amount is prescribed by the Home loss Payments (Prescribed Amounts) (England) Regulations 2016.

b. Disturbance

A Disturbance Payment is payable in addition to Home Loss to Introductory or Secure tenant or a leaseholder and is intended to cover the “reasonable costs” associated with moving so that tenants are not financially disadvantaged by having to move. Residents who do not qualify for a home loss payment may qualify for a disturbance payment, for example because they do not satisfy the residence requirement.

Reasonable costs’ do **not** include weekly rent payments or any other personal loss incurred through the process that should normally be covered by an occupier’s own insurance policy.

It is payable to a secure or fixed term tenant or a leaseholder who has to permanently leave their home because the Council intends to demolish or re-develop a building either a single residency or a block of flats or retirement living court. It will be paid provided that the tenant has occupied the property for at least 12 months prior to moving.

Payments include;

- Removals
- Replacement floor coverings
- Post redirection
- Assistance contacting utility companies if required
- Legal fees arising from the sale of the property and the acquisition of a replacement (for leaseholders only)

The level of disturbance payment will vary from claim to claim and is dependent on the claimant's specific circumstances. For example, the cost of removals and floor coverings will depend upon the size of the property.

In order to simplify the process, removals will be carried out by our removals contractor within the same limits as are included in the Transfer Incentive Scheme. If someone prefers to arrange their own removals, we will reimburse on receipt of an invoice up to these limits

We will pay the cost of carpeting the whole of the new property. We have a longstanding arrangement with a carpet supplier and will use their basic range for carpets for these purposes.

We would normally expect residents or their relatives to make contact with utility companies, but for vulnerable residents with no support, we will assist where we can.

In the vast majority of cases we will discuss with each resident and any representative what they are entitled to. They will not need to apply in these situations and we will work closely with them to make any necessary arrangements.

Payments will be made to cover each move. For tenants who move into alternative accommodation as their settled accommodation, the payment will be made once. For tenants who move twice (to an initial home and back to the redeveloped home), the payment will be made twice.

c. Right to Repair

All council tenants have the right to have certain small urgent repairs done quickly and easily, where it might affect their health, safety or security. If a repair isn't carried out within the time limit set, tenants can ask the Council to get another contractor to carry out the work. The second contractor has the same amount of time to complete the work as the original contractor. If the second contractor fails to complete the repair on time, the tenant has the right to a financial payment unless they are not home at the arranged time to let in the contractor or refuse access. In these circumstances the repair work will be cancelled and they will need to start the procedure again.

The Right to Repair applies to all secure and introductory tenants for eligible repairs only (see Appendix A1) costing no more than £250. Provided that they did not cause the problem or fail to provide access for inspection or the work to be carried out, or if the repair is not carried out due to unforeseen circumstances such as severe weather.

Tenants are normally entitled to £10 in payment. For every extra day they wait, they will get another £2, up to a maximum of £50. If they have rent arrears, the amount will be deducted from their arrears rather than being paid directly to them. See Appendix A1 for more information.

d. Right to Compensation for Improvements

Secure tenants only can claim under the scheme if they have left or are about to leave the home they carried out the improvement to, because they have stopped being a council tenant, or have transferred or exchanged homes. To make a claim the tenant must write in within the period starting 28 days before, and ending 14 days after, the tenancy ends.

Customers will not be entitled to claim if they have assigned their tenancy to someone else (unless the claim is within 14 days of this happening), purchased their property under the Right to Buy, or the tenancy was brought to an end by way of a court order.

They can only receive payment to help with the cost of works, if:

- They had the written approval of the Council before starting the work
- The work is one or more of the qualifying improvements highlighted in the table below (see Page 19).

The claim must include:

- Details of the improvements made;
- Confirmation of how much each improvement cost, including a copy of the invoice to show how much the work cost;
- Copies of all relevant certificates demonstrating that the improvement has met required legislation and building control standards (e.g. FENSA certificates,
- The date the improvements began and finished

Wealden District Council will inspect the improvements and information provided to ensure that the works have been completed to an acceptable standard before considering whether to make financial payment. If works fail to meet this standard, or relevant safety certificates cannot be provided, no financial recompense will be offered and the tenant may be asked to re-instate the property to its original condition at their own expense.

We will take into consideration the following factors when determining the level of payment:

- the cost of the improvement;
- the time since the improvement was completed; and
- the notional lifespan of the improvement

The level of payment payable may be reduced or increased if:

- The cost of the improvement was excessive
- The improvement is of a higher quality than it would have been had the landlord carried out the work
- The improvement has deteriorated at a greater (or lesser) rate than the expected notional life, as detailed in Appendix 2, for normal wear and tear
- If the improvement was funded by a grant

A letter will then be sent to the tenant explaining the outcome of the claim not more than 21 days from the date the claim was received. This will include details of how the claim was calculated if it is decided that a payment is due.

Qualifying Improvements:

Bath or shower	Insulation of pipes, water tank or cylinder
Wash hand-basin	Loft insulation
Toilet	Cavity wall insulation
Kitchen sink	Draught proofing of external doors and windows
Storage cupboards	Double glazing, secondary glazing or other window replacement
Kitchen work surfaces	Rewiring of electrical fittings
Central heating or water heating	Any work that improves the security of the home - except burglar alarm
Thermostatic radiator valves	

Tenants **do not** qualify for payment if:

- The improvement was started before 1 April 1994
- They replaced something that was in a satisfactory condition
- The value of any payment would be less than £50
- If they are buying their home

The maximum award payable is £3,000, but the amount payable will depend on the cost of improvement and its remaining “notional life” (see Appendix B1 for details on notional life for different improvements).

4. Quantifiable Loss Payments

- 4.1 This section provides examples of quantifiable loss which could include: increased heating bills due to disrepair, having to pay for alternative accommodation or take away food, paying for cleaning or carrying out repairs when as a landlord we have failed to meet our obligations.
- 4.2 These loss payments are only made where a “price” can be put on the loss, the loss has been reasonably incurred and can be evidenced. This applies to both tenants and Retirement Living leaseholders, but **NOT** Right to Buy leaseholders.
- 4.3 Quantifiable Loss Payments can include, but are not limited to:
- Providing a food allowance, if tenants have to be moved to emergency/ temporary accommodation or where the kitchen in their property is unusable, where this did not result from their own actions e.g. due to a fire or flood. The Council will only provide a flat rate payment, which will depend on factors such as whether the temporary accommodation has cooking facilities or onsite catering etc.

- Where a tenant or leaseholder is placed in alternative accommodation they will pay the rent on the cheapest accommodation only, whether it be their permanent or temporary home.

5. Discretionary Payments

- 5.1 This section explains under what circumstances recompense other than that required by existing legislation will be paid.
- 5.2 Discretionary payments can be considered for both tenants and retirement living leaseholders in the in the following situations:
- poor complaint handling
 - failure to provide a service that has been charged for
 - temporary loss of amenity
 - loss of use of part of the property
 - failure to follow policy and procedure
 - unreasonable time taken to resolve a situation
- 5.3 In making a decision the individual circumstances of the case and the occupants will be considered.

6. Other remedies

- 6.1 Other actions may be taken to remedy a complaint either separately from or in conjunction with an offer of financial recompense. These can include practical actions and gestures of goodwill. A flexible approach will be taken when considering the different remedy solutions available in order to find an acceptable way forward for both parties.
- *Practical actions* – A member of the Housing Management Team can approve the use of practical remedies to resolve or relieve a situation e.g. alternative heating supply, redecoration or decorating vouchers, move to temporary alternative accommodation
 - *Gestures of goodwill* – The Head of Housing has the authority to make a gesture of goodwill payment in kind (e.g. chocolates, flowers) up to a maximum value of £50 or as a financial payment (e.g. gift voucher) up to a maximum value of £50 in exceptional circumstances for actual loss or in recognition of the significant distress and inconvenience caused.

7. Payments, Reviews and Monitoring

- 7.1 Payment of Financial Recompense to Customers¹
Unless otherwise stated above:

¹ This is a different process and timescales from Wealden District Council's Complaints Procedure

Any offer of financial recompense to a tenant or leaseholder will be made in writing by the appropriate manager within the Housing Service. Any offer will be accompanied by an apology; an explanation as to how the failures in service occurred; demonstration of learning and a commitment to making service improvements.

Financial recompense payments will be offset against any housing debts owing to the council, including rent arrears, or re-charges for rectification of damage. Following the offset, any balance remaining will be paid direct to the customer by bank transfer except for gestures of goodwill which will be given as a gift voucher, flowers or chocolates.

Any claim for non-mandatory/statutory recompense must be made within one month of the service failure/situation. Statutory payments will be made in accordance with the details in section 2 of this policy.

The Council's Scheme of Delegation sets out who is permitted to authorise payments up to certain levels. However our aim is to empower all staff members to use their discretion and autonomy to speak to their manager swiftly about a possible remedy or payment under this policy in order that decisions conducive to the early and effective resolution of disputes can be made.

The Council will respond to any claim of recompense within 28 working days. If the Council is offering to resolve the situation through a financial payment and the tenant or leaseholder is happy to accept the offer they must do so within 14 days of the offer being issued. The acceptance must be in writing and the tenant or leaseholder must accept payment as full and final settlement of their claim.

If they are unhappy with the decision not to make a financial payment or they are not happy with the amount offered, the tenant or leaseholder can ask for that decision to be reviewed within 14 days of the Council's letter being issued.

Once a payment is offered and accepted any bank transfer to the tenant or leaseholder will be made within 10 working days of receiving relevant bank details in order for payment to be made.

7.2 Review of Decisions

A tenant or leaseholder aggrieved by a decision not to award a discretionary payment can request that the decision is reviewed by registering a complaint through the Council's Complaints Procedure. This must be done within 28 days of the original decision not to award payment.

There are no appeals against the amount of any financial recompense awarded for mandatory payments (i.e. home loss, disturbance, Right to Repair, Right to Compensation for Improvements). There is also no recourse to appeal against quantifiable loss payments as these are only made where a "price" can be put on the loss, the loss has been reasonably incurred and can be evidenced.

If a tenant or leaseholder feels that the value of a discretionary payment offered does not reflect the level of inconvenience, distress or the costs of the damage they can escalate their complaint to the Head of Housing. They can also escalate their complaint through the stages of the Council's Complaints Procedure. The decision will be reviewed by a senior manager who was not involved in the original decision.

If customers remain dissatisfied with the offer the case can be considered by the Housing Ombudsman who will ensure that the offer is in line with the principles set out within this policy.

7.3 Monitoring

Performance in relation to the implementation of this policy will be monitored through the Housing Department's Performance Framework, to include;

- Total spend on recompense payments
- Number of upheld or partially upheld complaints

On a quarterly basis claims under this policy will be discussed at the Housing Management Team meetings to ensure the service learns from and is committed to service improvements.

7.4 Financial Implications

This policy will be delivered within the resources of the Housing Revenue Account. Where payments relate to leaseholders or tenants of leaseholders, these will be funded from the Council's Housing Revenue Accounts.

7.5 Policy Review

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and updated as necessary.

Appendix A1: Right to Repair

Qualifying Repair	Time in which the repair must be carried out (in days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 October and 30 April	1
Total or partial loss of space or water heating between 1 May and 1 November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house)	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leak from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

Appendix B1 – Right to Compensation

Qualifying Improvement	Notional Life
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Central heating or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draft proofing of external doors or windows	8
Double glazing or other external window replacement of secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling-house, but excluding burglar alarms	10

Interior decorations, such as painting and wallpapering, do not qualify.

Any improvements not listed as a qualifying improvement above will not be considered.

Payment can be claimed for the cost of materials (but not appliances such as cookers and fridges) and labour costs (but not the tenants own labour).

No payment can be claimed for professional fees (such as architects), or the costs of any relevant planning permission or consent under Building Regulations.

The payment is worked out under the following formula, which takes into account wear and tear. The amount of payment is calculated according to the following formula, which takes into account wear and tear and depreciation.

C x (1-Y/N)

C = original cost of the improvement

Y = the number of completed years the improvement has been in place (part of a year rounded up to a complete year) starting on the date the improvement was completed and ending in the date the recompense is claimed

N = the notional life of the improvement

There is a cap of £3000 for any one improvement.

No payment will be made if the level of payment is less than £50.