

# Compensation & Reimbursement Policy

Housing Services

September 2025

## **Document Information**

Version Control: Draft Version 2.0

Policy Service Owner: Service Improvement and Insight Team

This document replaces: N/A

Document creation date: June 2024

Next review date: June 2027

Governance route: Executive

# Table of Contents

- 1. Introduction ..... 3
- 2. Aims of the Policy ..... 3
- 3. Scope and Legal Framework ..... 4
- 4. Definitions..... 6
- 5. Statutory Compensation..... 7
- 6. Ex-Gratia Payments ..... 8
- 7. Other Remedies ..... 13
- 8. Appealing an Award for Compensation..... 13
- 9. Third Party Responsibilities ..... 13
- 10. Timescales..... 13
- 11. Policy Outcomes ..... 13
- 13. Associated Policy Documents ..... 14
- 14. Reviews and Complaints ..... 14
- 15. Equality and Diversity ..... 14
- 16 Data Protection and Retention of Information ..... 15

## 1. Introduction

- 1.1. Guildford Borough Council (GBC) is committed to consistently providing a high standard of service to all our residents. We acknowledge that, at times, our services may fall short of expectations, causing inconvenience, loss or distress. In such cases, the Council may consider a range of remedies, including discretionary financial compensation under Section 92 of the Local Government Act 2000, which allows councils to remedy injustice arising from poor service. This policy sets out how this power will be administered.
- 1.2. The policy sets out how GBC will assess and award compensation or other remedies in response to:
  - Service failures or maladministration, under the discretionary powers of section 92 of the Local Government Act 2000.
  - Statutory and policy-based entitlements, such as home loss payments, Right to Buy (RTB) delay compensation, and decants payments, where separate legal or procedural entitlements apply.
- 1.3. The Council's aim, wherever reasonably possible, to put the resident back in the position they would have been in had the failure not occurred. In some cases, this may be achieved through an apology or practical remedy. Where loss or injustice has occurred, financial compensation may also be considered.

## 2. Aims of the Policy

- 2.1. This policy provides a consistent, fair and transparent approach to awarding compensation or remedies. While each case will be considered individually, the policy ensures that:
  - The compensation process is reasonable, fair, and treats customers equally.
  - Problems are resolved quickly and efficiently.
  - Practical solutions are explored to address complaints.
  - Information gathered is used to learn and improve service delivery to prevent recurrence.
  - Financial awards are made only where appropriate and justified, in line with clear guidance and with a view to protecting public funds.
  - No compensation will be paid where there is no evidence of loss, inconvenience, or injustice.
- 2.2. Before considering financial compensation, the Council will explore other appropriate remedies. These may include, but are not limited to:
  - A sincere apology.
  - A full written explanation addressing all points raised in the complaint.
  - Corrective action to resolve the issue and prevent recurrence.
  - A review of relevant policies and procedures.
  - Staff guidance or training.
  - Disciplinary action where applicable.
- 2.3. In assessing appropriate remedies, the Council will have regard to the guidance set out within the Housing Ombudsman's Complaint Handling Code, which states that:

"Any remedy offered must reflect the extent of any service failures and the level of detriment caused to the resident as a result.

Factors to consider in formulating a remedy can include, but are not limited to the:

- length of time that a situation has been ongoing
- frequency of the service failure
- severity of any failure or omission
- number of different failures involved
- cumulative impact of the situation
- The resident's personal circumstances or vulnerabilities.

When offering a remedy, landlords should clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.

In awarding compensation, landlord shall consider whether any statutory payments are due, if any quantifiable losses have been incurred as well as the time and trouble a resident has been put to as well as any distress and inconvenience caused."

- 2.4. In line with the above, the Council may consider a compensation claim where one or more of the following apply:
  - The resident has been severely inconvenienced by the Council's actions or omissions.
  - Failures in service delivery have resulted in loss, delay or major inconvenience.
  - The Council has not followed its own housing policies, resulting in a negative impact on the resident.
  - A Council operative or contractor failed to attend a scheduled appointment without reasonable notice or justification (e.g. not due to emergency or sickness). In such cases, the Council will ensure residents are contacted promptly to reschedule.
  - The Council failed to correctly diagnose or resolve a repair issue within agreed timescales, leading to avoidable inconvenience or loss.
  - The resident has experienced a loss of a core service provided by the Council (e.g., heating or hot water).
  - There is a loss of amenity (e.g., a room becomes unusable) due to issues such as damp, leaks, disrepair, or neglect.
- 2.5. Barring exceptional circumstances such as financial hardship, where a debt is owed to the Council (e.g., arrears or service charges), **compensation payments will not be offset to pay the debt**. This does not affect reimbursement payments for costs incurred by the resident.
- 2.6. Where the Council has become aware of a significant service failure affecting multiple properties or residents, it may, at its discretion, apply this policy proactively. In such cases compensation may be awarded to all affected residents without requiring individual claims or complaints.
- 2.7. All compensation claims will be assessed on their individual merits, taking into account the specific circumstances of the resident and the impact experienced.

### 3. Scope and Legal Framework

- 3.1. This policy outlines Housing Service's approach to awarding compensation and other remedies in response to service failures or other qualifying circumstances.

3.2. This policy applies to:

- Discretionary Compensation awarded under Section 92 of the Local Government Act 2000 in response to maladministration or failure of service.
- Statutory or policy-based payments, which may include (but are not limited to):
  - Home Loss payments under the Land Compensation Act 1973
  - Compensation for delays in Right to Buy processing
  - Disturbance or Decant payments under the Council's Decant Policy
  - Refunds of overpaid charges or service failures under tenancy or leaseholder agreements

3.3. This policy applies to tenants and leaseholders of Guildford Borough Council. It does not cover situations where non-Council residents wish to make claims against the Council for damage or loss. In such cases, claims should be made through the Council's Insurance Policy and Procedures. Where appropriate, and at the discretion of the relevant Head of Service, the Council may reimburse the insurance excess if the circumstances justify this.

3.4. Claims for compensation or reimbursement of costs must normally be submitted within 12 months of the incident. Exceptions may be made in line with statutory provisions or in cases involving exceptional circumstances.

3.5. Payment of compensation and reimbursement of costs incurred under this policy is restricted to residents of GBC.

3.6. Unless explicitly provided for elsewhere in this policy (e.g., communal heating systems), compensation will not be awarded for issues solely related to communal areas.

3.7. Compensation will not be paid where failure to respond or complete works is due to the resident not providing access after two or more reasonable attempts by the Council to arrange an appointment.

3.8. Payments will not be made for works which are the responsibility of the tenant or leaseholder, as defined in the Repairs Handbook.

3.9. No compensation will be paid for delays or failures in completing works where the damage has resulted from neglect, vandalism, or deliberate actions by the resident or members of their household. The Council reserves the right to recharge the cost of repairs in such cases.

3.10. The Council reserves the right to refuse or redirect claims that are pursued unreasonably or could be more appropriately addressed through another procedure (e.g., insurance claim, legal action, or complaint through another route).

3.11. Compensation awarded under this policy is considered a full and final settlement of the matter, unless new and material circumstances arise. This does not apply to insurance claims. Any compensation paid does not represent an admission of liability by the Council.

3.12. This policy is informed by the Council's discretionary powers under:

- Section 92 of the Local Government Act 2000
- The Housing Ombudsman Complaint Handling Code

Separate statutory compensation schemes, which are not covered under this policy, include:

- Home Loss Payments - Land Compensation Act 1973

- Right to Buy Delay Compensation - Sections 153A and 153B of the Housing Act 1985
- Compensation for Improvements - The Secure Tenants of Local Housing Authority Regulations 1994
- Right to Repair Regulations 1994 and related amendments
- Home Loss Payments (Prescribed Amounts) (England) Regulations (as published from time to time)

These statutory payments are administered separately from this policy and are subject to specific eligibility and calculation rules defined in law.

## 4. Definitions

- 4.1. **Residents** – are Council tenants and leaseholders. Tenant means eligibility for tenants only (e.g., eligibility for refunds / compensation in some circumstances).
- 4.2. A **refund** is money that the Council will pay to residents for services that are included in their weekly, monthly, or annual service charges and that have already been paid, for example, heating charges. The refund amount will be linked to the actual charge at the time the failure of service occurred. Refunds are paid after an initial period of loss of amenity. This period is shorter for vulnerable residents who are disproportionately impacted by the loss of service.
- 4.3. A **reimbursement** is a payment made by the Council to cover actual costs incurred by a resident as a direct result of the Council's failure to provide a service or fulfil its responsibilities (e.g., costs for alternative heating or travel due to service disruption). Reimbursement is subject to residents providing receipts or other evidence of expenditure. The Council may also consider the reasonableness of the costs claimed.
- 4.4. Housing Services's Neighbourhoods Team will determine whether a resident should be classified as **vulnerable**, by making an assessment based on appropriate documentary evidence (e.g., medical records). The Council will assess whether a vulnerability is relevant to the issue at hand when deciding upon the appropriate level of compensation.
- 4.5. **Compensation** payments are awarded to recognise inconvenience caused to residents. A customer's vulnerability will be taken into consideration when assessing the level of inconvenience experienced.

Two categories of compensation are relevant to this policy:

- **Statutory Compensation:** These are legally mandated payments governed by specific laws or regulations (e.g., the Right to Repair, or Home Loss Payments). The Council has no discretion over whether or how much to pay. These schemes are administered separately from discretionary processes described in this policy.
- **Ex-Gratia Payments (Discretionary Compensation):** These are payments made by the Council at its discretion, usually to recognise inconvenience, distress, or loss caused by service failures of maladministration. These payments are the primary focus of this policy.

### Note on Statutory Compensation

The following section outlines statutory compensation schemes relevant to housing services. These schemes operate under national legislation and are not part of the Council's discretionary complaints or redress process. They are included in this policy for transparency and to assist residents in understanding the

broader framework of financial redress. The Council is required to apply these schemes as set out in law, and they are administered independently of the discretionary compensation outlined in Sections 1–4.

## **5. Statutory Compensation**

### **5.1. The Right to Repair**

This is a right given to secure tenants to ensure the completion of certain repairs quickly and easily. Small, urgent repairs are covered, which if not carried out within a specified period, are likely to cause damage to the health, safety, or security of the resident.

### **5.2. Qualifying repairs must cost £250 or less and include the following:**

- total or partial loss of electrical power
- unsafe power, lighting socket or electrical fitting
- total or partial loss of water supply
- total or partial loss of gas or oil supply
- blocked flue to open fire or boiler
- total or partial loss of space or water heating
- Leaking foul drain, soil stack or toilet pan
- toilet flushing mechanism is not working (\*please refer to the repairs guide)
- blocked sink, bath, or basin (\*please refer to the repairs guide)
- tap which cannot be turned off
- leaking from water or heating pipe, tank, or cistern
- leaking roof
- insecure external window, door, or lock
- loose or detached banister or handrail
- rotten timber flooring or stair tread
- door entry phone not working
- mechanical extractor fan in internal kitchen or bathroom not working

### **5.3. Home Loss**

The Council will make Home Loss payments in accordance with the statutory levels set under the Land Compensation Act 1973, as amended by the Home Loss Payments (Prescribed Amounts) (England) Regulations, as published from time to time. Home Loss Payments apply when a resident is permanently displaced due to the improvement, redevelopment or demolition of their home and cannot return to the property.

These payments are not intended to cover moving costs (see Disturbance Grants below). To be eligible, a resident must have lived in the property as their main home for at least 12 months prior to displacement. The amount payable is set by government and updated annually.

### **5.4. Disturbance Grants**

Under Section 26 of the Housing Act 1985, the Council will provide financial assistance for tenants' reasonable removal and disturbance costs when they are required to move home through no fault of their own.

These payments will be assessed in line with the Council's Alternative Accommodation (Decants) Policy.

## **6. Ex-Gratia Payments**

### **Compensation for Loss of a Room, Amenity or Service**

- 6.1. Compensation will be paid for the loss of use of a room, amenity, or service, where something, which is the responsibility of the Council, has gone wrong and the contractual deadline for completing the repair has passed.
- 6.2. Compensation will be calculated based upon a 50 per cent reduction of the weekly rent for loss of a kitchen or bathroom, and 25 percent per room for all other rooms (up to a maximum of 100 per cent of total weekly rent).
- 6.3. Compensation will be calculated from seven days after the date at which the Council was notified by the resident of the problem that led to the loss of room / amenity / service. until the date at which it was restored.
- 6.4. No compensation is payable if the loss is due to planned works agreed in advance with the resident unless the loss is for longer than initially agreed.
- 6.5. No compensation will be awarded if the loss of facility is caused by a third party (e.g., resident's utility supplier) or the resident's own action / inaction.

### **Alternative Accommodation**

- 6.6. Compensation will be paid for the cost of alternative accommodation if it is the Council's lack of action that has caused the tenant's home to be deemed uninhabitable. Any payments will be assessed under our Alternative Accommodation (Decants) Policy.

### **Damage to Decorations or Fixtures**

- 6.7. Where decorations or fixtures are damaged as a result of repairs or improvements by the Council, or our agent, the resident will be offered a decoration pack.
- 6.8. Where a resident meets the eligibility criteria for the handyperson service, we may be able to assist.
- 6.9. Where a carpet has been damaged by the Council operatives, we will offer deep cleaning as an alternative to replacement. We will only replace a carpet depending on the level of damage and where the damage has not been resolved with deep cleaning.

### **Loss or Damage to Possessions**

- 6.10. Residents are advised to take out home contents insurance to insure their personal possessions and decorations against damage or loss.
- 6.11. All liability claims against the Council must be made to our Insurance Team using the Housing Liability Claim Form and are managed outside of this policy.

### **Claims for Injury or Alleged Negligence / Loss**



- 6.12. All claims for injury or costs incurred due to alleged negligence by the Council, its officers, or agents acting on its behalf, should be referred to the Council's Insurance/Legal team, using either the Housing Liability Claim Form, or via legal representatives such as solicitors or similar legal support services like the Citizens Advice Bureau. These cases will be dealt with outside this policy by the Insurance/Legal Team. It is always recommended that you seek independent advice and support for personal injury or complex claims.

#### **Lift Failure (Supported Schemes)**

- 6.13. Compensation is payable for lift failure when:
- there is no access to another lift in the same block, and
  - the lift has been out of service for more than seven consecutive days.
- 6.14. Compensation will not be paid to residents living on the ground floor of a building.
- 6.15. Compensation of £1 per day will be paid for each day after the first seven consecutive calendar days failure (inclusive of the initial seven days i.e., eight consecutive days of failure would result in a payment of £8).

The payment will be £2 per day for residents deemed vulnerable due to mobility issues and will be paid after the first three consecutive calendar days failure (inclusive of the initial three days).

- 6.16. Compensation is not payable for an individual becoming trapped within a lift barring exceptional circumstance, such as when the time taken to respond to a lift trapping significantly exceeds normal timescales.

#### **Refunds – Heating (Sheltered & Supported schemes)**

- 6.17. Tenants can apply for a refund for heating costs when a heating supply controlled by the Council fails during the heating season (the period when the Council's communal heating systems are turned on and off, currently 1 October to 31 May) for two consecutive days or more (or after 24 hours in the case of vulnerable residents). Refunds are based on the gross weekly charge.
- 6.18. On occasion, during periods of extreme hot or cold weather, the Council may choose to adjust the period when it turns on and off its communal heating systems. The heating season will be adjusted to reflect this.
- 6.19. Refunds apply to tenants only, as leaseholders will receive a lower service charge to reflect loss of heating during the outage.

#### **Refunds – Hot Water**

- 6.20. A refund applies when a resident has a Council controlled hot water supply and has had no hot water for three consecutive days or more (or after 24 hours in the case of vulnerable residents). Refunds will be £5 per day for all residents where they are at a loss due to the Council's responsibility.

#### **Heating or Hot Water Compensation**

- 6.21. Compensation is payable when the loss in supply lasts for three consecutive weeks or more (or one week or more for vulnerable tenants), or there is a loss in supply three or more times within a consecutive three-month period. The supply may include:
- Loss of heating for a landlord-controlled system during the recognised heating season for residents.
  - Loss of hot water for a landlord controlled hot water system for residents.

- Loss of heating for an individual system for tenants.
  - Loss of hot water for an individual system, except where a working immersion heater is available for tenants.
- 6.22. Compensation will be paid to cover increased electrical costs experienced by customers from using alternative methods of heating (such as temporary electrical heaters) or generating hot water (boiling kettles) during periods when their landlord-controlled heating or hot water supply is unavailable.
- 6.23. Compensation will be based upon a flat rate of £5.00 x number of bedrooms within the affected property x number of days that the loss persisted i.e., if a three-bed property experiences a loss of heating for 21 days, the calculation would be £5.00 (base rate) x three (no of beds) x 21 (no of days) = £315
- 6.24. An additional £5 a week, after the first three consecutive weeks, will also be paid to each household to reflect the resident(s) time and trouble. For vulnerable residents, payments will be £10 per week paid after the first week.

#### **Missed Appointments**

- 6.25. Barring exceptional circumstances (which could include an unplanned staff sickness or staff emergency beyond our control), a flat payment of £20 per appointment will be paid where our operatives / contractors fail to attend an agreed appointment (excluding instances recorded as 'no access'), arrive late to an appointment by two hours or more, or cancel an appointment giving less than 24 hours' notice. This flat payment will also apply to appointments where works are scheduled to take place over multiple days. No payment will be made for appointments cancelled by residents themselves.
- 6.26. Payment will be issued in the form of store vouchers and will be made directly by contractor or in line with agreed terms and conditions.
- 6.27. 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 (£64.95 a day as of September 2021).
- 6.28. To consider such a claim, the resident will need to demonstrate to the Council's satisfaction (e.g., via a letter from their employer) that:
- The nature of their work is such that they cannot work from home.
  - No other household members could reasonably have provided access.
  - It was necessary to book a full day off work for the day of the appointment.

#### **Loss of Cold-water Supply**

- 6.29. This relates only to instances where the Council is responsible for the break in service it does not cover other service interruptions caused by water supply companies or other utility companies. Where the Council is required to switch off water supply to carry out works, we aim to give all affected tenants one weeks' notice of the works, restore water within four hours, arrange delivery of bottled water to vulnerable residents, and any other residents who specifically request this.
- 6.30. It is recognised there may be emergency situations where we are unable to meet this standard. In such circumstances we will compensate as per 7.10(c) and 7.10(d) below. We will also seek to keep affected residents updated via letter drops and phone calls.
- 6.31. Where the Council fails to give adequate notice, restore the water supply within the above timescale, and/or deliver bottled water to vulnerable residents, compensation will be paid at £5 a day, for the

number of days the notice period fell short, and/or for each day beyond the first 24 hours when water is not restored and/or bottled water is not delivered.

- 6.32. For leaseholders, we will instead reimburse their water service charges for the affected period (where applicable).

#### **Use of a Dehumidifier**

- 6.33. Where a de-humidifier is provided to dry out a property following a leak or flood, we will provide compensation towards the increased electrical costs at the rate of £5 per day.

#### **Loss of TV Signal**

- 6.34. Where it is the responsibility of the Council and where a communal TV aerial service is provided by the Council, we will reimburse for any loss of service beyond the first seven consecutive days, based upon TV licence costs.
- 6.35. Where actions or lack of action by the Council is confirmed to have resulted in loss of access to a subscription service (such as Sky), we will reimburse for the period concerned after the first seven consecutive days, subject to evidence supplied in the form of relevant bills.
- 6.36. An additional £5 per week per household will also be paid after the first seven consecutive days.

#### **Loss of Cooking Facilities**

- 6.37. Where a tenant experiences a loss of cooking facilities and is not offered alternative accommodation, the Council will offer payment to offset the cost of purchasing food elsewhere. Payments will be calculated according to our decants policy; £15 per adult per day, £10 per child per day (for this purpose a child is aged 12 or under).

#### **Loss of Electricity and/or Lighting**

- 6.38. This relates only to instances where the Council is responsible for the break in service it does not cover other service interruptions caused by the electricity supply companies or other utility companies. Where a loss of lighting affects one or more rooms, but not the entire property, compensation will be paid after the first full week from when the resident notifies the Council of the fault. This will be calculated at the rate of £5.00 per week, rounded up to the nearest full week, or £10.00 per week in the case of vulnerable customers.
- 6.39. Where a customer experiences a loss of electrical supply, or loss of lighting with respect to the entire property, compensation will be paid after the first two consecutive working days after the resident notifies the Council of the fault. This will be calculated at the rate of £5.00 per day or £10.00 per day in the case of vulnerable customers.
- 6.40. Loss of perishable items during periods when there is a loss of electrical supply (i.e., food in fridges and freezers) will be considered on a case-by-case basis under our ex-gratia payment policy (see section 7.15).

#### **Ex-Gratia Payments for Miscellaneous Items** (anything not specifically covered elsewhere in this policy)

- 6.41. The table below will be used to calculate the level of ex-gratia compensation, based upon the judgment of the relevant Head of Service (or higher).

Ex-gratia compensation calculation methodology

Level of GBC's responsibility	Low impact	Medium impact	High impact	Severe Long-term impact

Partial	£20-£40	£40-£90	£90-£500	£500-£900
Full	£50-£100	£100-£600	£600-£1000	£1,000+

6.42. With reference to the above table, the terms are defined as follows:

**Low - Minimal Impact**

- 6.43. Where the complainant has just cause but has suffered minimal or no inconvenience or distress as a result of the compensation event.
- 6.44. The circumstances are such that although the manager accepts the service has not achieved the expected standard, the impact is no greater than a reasonably tolerant person could be expected to accept, and the compensation constitutes a goodwill gesture in recognition of the failure to perform.
- 6.45. An example of this might be a moderate delay (1-2 weeks) in carrying out a routine repair (such as plastering or retiling), where the delay is not caused by circumstances outside of the Council's control (such as lockdown restrictions imposed by central government during the Covid-19 pandemic).

**Medium – No Permanent Impact**

- 6.46. A failure which adversely affected the resident.
- 6.47. We fail to acknowledge our failings and/or have made no attempt to put things right.
- 6.48. We have acknowledged failings and/or made some attempts to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified.

**High Impact**

- 6.49. There was a failure which had a significant impact on the resident. This could include the severity of an event, a persistent failure over a long period, or an unacceptable number of attempts to resolve and address the complaint. The claimant will have suffered a considerable degree of inconvenience or distress as a result. High impact could also apply where, due to actions (or lack of action) by the Council, the complainant has reasonably incurred expenses that are directly related to the compensation.
- 6.50. An example of this might be failure to act promptly to address an uncontrollable leak, resulting in significant and avoidable damage being caused to the property and resident's belongings, and disruption from the household needing to be temporarily decanted when this would not have proven necessary had the matter been dealt with at an earlier juncture.
- 6.51. There may be exceptional circumstances where the above limits may need to be exceeded. This will be at the discretion of senior management (Director level or above), based upon assessment of individual circumstances and appropriate supporting evidence.

**Long-term Impact**

- 6.51. There have been serious failings by GBC Housing Services.
- 6.52. There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident.
- 6.53. GBC Housing Service's response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship.

- 6.54. GBC 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.
- 6.55. 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).

## **7. Other Remedies**

- 7.1. The Council can use other avenues to remedy complaints and failures in service, either in conjunction with awarding compensation or as a separate matter. For example, the Council can consider carrying out a repair or redecoration for a tenant as a good will gesture that may otherwise be deemed their responsibility. The Council can also consider issuing vouchers to a tenant instead of awarding compensation.

## **8. Appealing an Award for Compensation**

- 8.1. The claimant can appeal the rejection of a claim for compensation (excluding Insurance claims), or the level of compensation awarded by Housing Management, by making a formal complaint through the Housing Management complaints procedure or escalating any offer made on a complaint to the next stage. This process can only be followed if the claimant has not previously accepted the proposed compensation as full and final settlement.

## **9. Third Party Responsibilities**

- 9.1. Where service breakdown is due to a third party, such as a contractor working for the Council, the Council will pursue the service provider and ask them to pay compensation for their failure to provide services on time and/or to a satisfactory standard. Dependent upon individual contractual arrangements, this could take the form of the contractor making payment to the complainant directly, or instead the Council making payment on their behalf and seeking to recover its costs via said contract.
- 9.2. Where contractors do not have their own compensation policy, they will be expected to follow this policy and will be required to remedy the situation and settle any compensation payments via the Council, with the Council making settlement directly to the service user.
- 9.3. Where contractors have their own compensation policy, they will be expected to follow their policy and will be required to remedy the situation and settle any compensation payment directly to the service user and notify the Council.

## **10. Timescales**

- 10.1. Where payment has been agreed, the Council will aim to deal with requests for refunds and compensation within 28 calendar days unless there are particular circumstances requiring further investigation. Where a case requires further investigation, the Council aims to resolve the situation within three months.
- 10.2. During a period where a potential compensation claim is being assessed, rent and service charge payments must still be paid as normal. Failure to do so may result in debt recovery action being initiated. However, we will notify our Rent / Home Ownership teams where such a claim is pending, so this can be accounted for in terms of any outstanding arrears.

## **11. Policy Outcomes**

- 11.1. By successfully implementing this policy we will provide a consistent approach to resolving claims for compensation.

- 11.2. The effective implementation of this policy will mean that all GBC tenants/leaseholders are treated in a fair and transparent manner, in accordance with our policy, the relevant regulatory standards and applicable legislation.

## **12. Monitoring and Review**

- 12.1. In order to ensure that the policy is effective and delivering the intended impact, the following Key Performance Indicator's (KPI's) are in place to monitor the performance of the policy:
- Number of compensation requests paid
  - Amount of compensation paid out
- 12.2. Furthermore, in line with GBC's Policy Framework, this policy is scheduled to be reviewed every 3 years, unless due to a change in Government legislation or regulatory requirements, the review period will be brought forward in order to ensure compliance.
- 12.3. Input and approval will be sought from our residents (via the Tenant Engagement Group) prior to making any substantive changes.

## **13. Associated Policy Documents**

- 13.1. Documents associated with this Policy include:
- Complaint Handling Code (Housing Ombudsman)
  - GBC Complaints Policy
  - Insurance Policy & Procedures
  - Repairs Policy
  - Alternative Accommodation (Decants) Policy
  - Tenant's Handbook

## **14. Reviews and Complaints**

- 14.1. Any individual who is dissatisfied with the service experienced should be encouraged to provide feedback. Complaints regarding the implementation of this policy will be dealt with in accordance with the Council's corporate Customer Complaints Policy and associated procedures.

## **15. Equality and Diversity**

- 15.1 GBC is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 15.2 We are committed to helping customers to access information about their homes and services in a way that suits individual needs.
- 15.3 The council aims to provide homes and services that meet the diverse needs of customers. We believe that all customers should be able to access housing, support and care services with the same ease and that the quality of our service is the same high standard for all.
- 15.4 In delivering this policy, GBC Housing's staff will comply fully with the requirements of the Council's Equalities and Human Rights Policy.
- 15.5 In order to comply with the Equality Act 2010, an equality impact analysis (EIA) was completed as part of the policy review. Upon completing the EIA it was found that the implementation of the policy would support and encourage the aims of the public sector duty.

## **16. Data Protection and Retention of Information**

- 16.1. All information will be handled in accordance with the requirements of General Data Protection Regulations and the Data Protection Act 2018. The handling and storage of personal data will be managed and stored in accordance with our Data Protection Policy and our Record Retention Disposal Schedule.