[DRAFT] Ashford Borough Council Housing Compensation Policy

Shared with tenants in draft format for their views before final drafting and approval.

Policy Summary

Ashford Borough Council is committed to delivering high-quality housing services. We recognise that, on occasion, service failures may cause inconvenience or loss to residents. If we fail to meet the level of service set out in our published standards or policies, we'll apologise and aim to put things right, this may involve offering compensation to you.

We have a flexible approach to considering different solutions. This can include practical actions (such as offering to undertake repairs or additional services), other gestures (e.g. vouchers) and financial compensation.

We'll always calculate compensation based on what is considered fair, taking into account the impact the situation has had based on your individual circumstances. This policy sets out how we calculate the compensation required by law as well as the factors we'll consider when offering quantifiable loss payments and discretionary payments.

If you believe you have a claim for compensation you should contact us to discuss this.

1. Purpose

This policy sets out our approach to compensating residents fairly and consistently, in line with best practise and the Housing Ombudsman's Complaint Handling Code.

Our aim is to restore residents, as far as reasonably possible, to the position they would have been in had the failure not occurred. In addition, we may offer compensation as a gesture of goodwill to acknowledge the impact our service has had on residents, even where a direct financial loss has not been incurred.

This Policy should be read alongside our Complaints & Resolutions Policy and Unreasonable Conduct Policy, ensuring a consistent and transparent approach to resolving issues and maintaining trust with our residents.

2. Scope

This policy applies to all Ashford Borough Council tenants, shared ownership properties and leaseholders. It covers compensation for service failures, statutory compensation, and reimbursement of costs incurred due to Council actions or omissions

We will consider offering compensation as recompense for service failure using our discretion, or as part of a complaints resolution under our Complaints & Resolutions Policy.

Home Contents Insurance

We expect that you have home contents insurance to protect your furniture, decorations, personal belongings, and any items stored in sheds, garages, or other outbuildings. Contents insurance can help cover things like accidental damage, theft, loss, fire, and water damage.

This Compensation Policy is not intended to replace home contents insurance, and we will not usually offer compensation for items that would normally be covered by an insurance policy.

If your belongings have been damaged and you believe this happened because of something we, or one of our contractors, did or failed to do, we may refer the matter to our insurer to investigate and make a decision. If this happens, we'll explain how to make a claim.

In some cases, we may consider compensation directly where the loss or damage was caused by our actions or omissions, or those of our contractors, and it is appropriate to do so without requiring you to claim through your own insurance.

3. How to Request Compensation

We aim to put things right whenever our service falls below the standard you should expect. In many cases, we may identify and offer compensation without you having to ask for it.

If you believe you are entitled to compensation, or you are dissatisfied with a service you have received, you can raise this with us as part of your complaint or by contacting us directly.

You can contact us in the following ways:

- Online: Complete our housing complaints form on our website.
- Email: customer.care@ashford.gov.uk
- Telephone: 01233 331111
- Post: Ashford Borough Council, International House, Dover Place, Ashford, Kent, TN23 1HU
- In Person: Visit our offices and a member of staff will be able to assist you.

Further information about making a housing complaint, what happens next, and our complaint timescales can be found on our website.

When considering a request for compensation, we may ask you to provide information or evidence to help us understand the circumstances and assess any loss you have experienced. This could include receipts, invoices, photographs, utility bills, or other relevant supporting documents.

Compensation may be considered as part of a complaint investigation, service request, insurance claim, or following our own review of a service failure. We will explain the reasons for any compensation decision and how any award has been calculated.

If you are unhappy with our decision, you can ask for the matter to be reviewed through our Complaints & Resolutions Policy. Full details of our complaints process are available on our website.

4. Definitions

- **Compensation:** A remedy offered to acknowledge and put right a loss or inconvenience caused by the Council. This could be a monetary payment or provision of items or services.
- **Statutory Compensation:** Payments required by law, including home loss, disturbance, right to repair, and improvements.

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- **Discretionary Compensation:** Payments made as a gesture of goodwill for inconvenience or distress, not required by law.
- **Reimbursement:** Repayment of actual costs incurred due to service failure (e.g., increased utility bills, travel costs), provided at the Council's discretion

5. Statutory Compensation

Home Loss and Disturbance Payments

Where a tenant or owner-occupier is required to move permanently or temporarily from their home, they may be entitled to statutory or discretionary payments, including Home Loss Payments and Disturbance Payments.

Eligibility, payment amounts, the claims process, and the evidence required are set out in the Council's Decant Policy and associated appendices. Customers should refer to the Decant Policy for full details.

Any claims will be assessed in accordance with the relevant legislation, Council policies, and the specific circumstances of the move.

Right to Repair

- Secure tenants are entitled to compensation if qualifying repairs (costing less than £250) are not completed within statutory timescales.
- Qualifying repairs include loss of essential services (heating, water, electricity, etc.).

6. Quantifiable Loss Payments

We may offer compensation where you have experienced a financial loss because we failed to provide a service or did not meet our responsibilities, and you can demonstrate the effect this had.

This can include reimbursing reasonable expenses you have had to pay as a direct result of our service failure. Where possible, we ask that you discuss any costs with us before you incur them so we can agree the most appropriate course of action.

Examples may include:

- Higher utility bills caused by a repair issue.
- The cost of alternative accommodation.
- Additional food costs where cooking facilities could not be used.
- Cleaning costs.
- The cost of arranging repairs that were our responsibility but that we failed to complete.

Any costs claimed must be reasonable and supported by evidence, such as receipts, invoices, bank statements, or utility bills. Where evidence is not available, we may assess the information provided and make a reasonable estimate of the loss.

We will not compensate for loss of earnings, time taken off work, or loss of employment. While we understand that repairs and maintenance work can sometimes be inconvenient, tenancy agreements require residents to provide access for inspections and repairs when needed.

We recognise that there may be times when our service falls below the standard you should expect. In these circumstances, we may make a discretionary compensation payment to acknowledge the inconvenience caused, for example where appointments are repeatedly missed or we take an unreasonable amount of time to resolve a repair issue.

7. Discretionary Compensation

7.1 Our Approach

We are committed to providing high-quality services and putting things right when things go wrong. When making decisions, we aim to be fair, reasonable, and customer-focused, taking account of the impact our actions have had on residents.

When considering compensation, we are guided by the Housing Ombudsman's dispute resolution principles to:

- Be fair;
- Put things right; and
- Learn from outcomes.

If we have made a mistake or provided a service that falls below the standards you should expect, we will apologise, put things right where possible, and learn from the situation to help prevent it from happening again.

Our first priority will always be to restore you, wherever reasonably possible, to the position you would have been in had the service failure not occurred. In many cases, this may involve practical action rather than a financial payment.

Compensation may take different forms and is not limited to money. Depending on the circumstances, we may offer remedies such as:

- Completing outstanding works.
- Providing additional services or support.
- Adjusting a rent account.
- Vouchers or other goodwill gestures.
- A discretionary compensation payment.

7.2 When We May Consider Discretionary Compensation

Discretionary compensation is separate from compensation for financial loss. It is intended to recognise the impact a service failure has had on a resident, including inconvenience, distress, frustration, time and trouble, or loss of enjoyment of part of their home.

Examples of situations where we may consider discretionary compensation include:

- Delays in providing a service, such as completing repairs.
- Poor complaint handling.

- Loss of use of part of a home.
- Temporary loss of a facility or amenity.
- Failure to follow policies or procedures.
- Unreasonable delays in resolving an issue.
- Repeated missed appointments.
- Poor communication.

7.3 How We Assess Compensation

We consider each case individually and apply discretion, common sense, and proportionality when deciding whether compensation is appropriate and how much should be awarded.

While compensation bandings provide guidance, we do not apply them rigidly. In some cases, the nature of a service failure may place it within a particular compensation range, but the duration of the issue, the number of failures involved, or the overall impact on the resident may justify a higher or lower award. We will consider all relevant circumstances when determining an appropriate remedy.

When assessing compensation, we will consider:

- The seriousness of the service failure.
- The impact the issue had on the resident.
- The length of time the issue continued.
- Whether there were repeated failures or missed opportunities to resolve the matter.
- Any vulnerabilities, disabilities, health conditions, or other circumstances that may have increased the impact.
- Whether reasonable steps were taken to communicate with the resident and minimise the impact of the issue.
- Any relevant evidence provided, such as photographs, receipts, invoices, utility bills, or supporting correspondence.

For example, a delay in repairing a heating system may have a greater impact on an older person, a disabled resident, or a household with young children. Likewise, a relatively minor issue may become more significant if it remains unresolved for a prolonged period.

7.4 Aggravating and Mitigating Factors

We will consider all the circumstances of the case, including any factors that may have increased or reduced the overall impact of the service failure.

We will consider whether a resident's actions contributed to the situation or increased its impact. This will not automatically prevent compensation from being awarded, but it may affect the level of compensation offered.

- Examples may include where a resident:
- Did not respond to reasonable attempts to contact them.
- Did not report a problem within a reasonable period after becoming aware of it.

- Repeatedly refused reasonable access for inspections, repairs, or other works.
- Did not provide information reasonably required to investigate or resolve the matter.
- Took actions that unnecessarily increased the impact of the problem.

We will also consider any reasonable steps we took to reduce the impact on the resident or put things right. These factors may reduce the level of compensation where appropriate.

Examples may include:

- Being decanted to temporary accommodation.
- Providing temporary heating, hot water, cooking facilities, or other alternative arrangements.
- Reimbursing reasonable out-of-pocket expenses.
- Providing practical assistance or additional support.
- Making a reasonable offer of compensation or another form of redress before a complaint is concluded.
- Taking prompt action to acknowledge mistakes and resolve the issue.

7.5 Our Commitment

We aim to identify service failures early and, where appropriate, offer compensation without waiting for a resident to request it.

Any compensation awarded will reflect the individual circumstances of the case and the impact the service failure has had on the resident. We will always explain how we have reached our decision and how any award has been calculated.

To promote consistency, staff follow internal guidance informed by good practice, including the principles used by the Housing Ombudsman.

Any discretionary compensation payment is offered as a gesture of goodwill and does not represent an admission of legal liability. Accepting a discretionary compensation payment will not affect your right to make a complaint or continue through our complaints process.

7.6. Compensation Bandings

We use the Housing Ombudsman's Compensation Guidance to help us assess discretionary compensation. These ranges are intended as a guide to help ensure compensation is fair, proportionate, and consistent. Every case will be considered on its own merits, taking account of the individual circumstances and the impact on the resident. The final decision on whether compensation is appropriate, and the amount awarded, will be made at Ashford Borough Council's discretion.

Type	Redress	Impact on the Resident	Typical Circumstances
Minimal impact.	**Apology and Learning**	Short duration, resulting in minimal inconvenience, frustration, time and trouble. The issue did not affect the	A single service failure with limited impact. The issue was resolved quickly and may only require an

		overall outcome for the resident.	apology, explanation, and learning to prevent a recurrence.
Low impact.	**Up to £100**	Short duration and limited impact on the resident. May include inconvenience, disappointment, frustration, time and trouble, loss of confidence, or minor delays in resolving an issue.	A minor service failure where we did not fully acknowledge the impact on the resident or where the action taken did not completely address the inconvenience caused. Examples may include a missed appointment, a delay in responding to correspondence, or a minor administrative error.
Moderate impact.	**£100 to £600**	The service failure had an adverse effect on the resident but did not result in a permanent impact. The resident may have experienced avoidable stress, inconvenience, uncertainty, repeated delays, or had to spend considerable time pursuing a resolution.	We failed to provide an acceptable level of service and did not take sufficient action to put things right. Examples may include repeated missed appointments, delays in completing repairs, poor communication over an extended period, or failures to follow policy and procedure.
Significant impact.	**£600 to £1,000**	The service failure had a substantial effect on the resident, including significant inconvenience, distress, disruption, or physical and emotional impact.	Previous circumstances apply, but the impact on the resident is more serious and the redress required to put things right is substantial. Examples may include the prolonged loss of an essential service, significant delays in resolving serious repairs, or multiple service failures over an extended period.
Severe long-term impact.	**£1,000 and above**	The resident has experienced serious detriment, significant hardship, or a severe and lasting effect on their wellbeing, living conditions, or enjoyment of their home.	There have been serious failures by the Council, either through a significant single failure or repeated failures over a prolonged period. The issue may have been made worse by our response, resulting in a breakdown of trust and a failure to put things right despite multiple opportunities to do so. Examples may include prolonged uninhabitable living conditions,

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			serious health and safety failings, or persistent failures causing severe distress or hardship.

The examples and compensation ranges above are intended as a guide and should not be applied rigidly. We will consider the circumstances of each case, including the severity and duration of the service failure, the impact on the resident, any vulnerabilities or additional needs, and the steps taken to put things right. In some cases, an apology, practical action, or another form of remedy may be more appropriate than a financial payment.

Loss of Essential Services and Loss of Amenity

We understand that losing access to essential services or facilities in your home can have a significant impact on your daily life. Where this happens, our first priority will always be to restore the service as quickly as possible and take reasonable steps to reduce the impact on you.

This may include providing temporary solutions, such as portable heaters, alternative cooking facilities, bottled water, or temporary accommodation where appropriate. In situations where a temporary or emergency move is required, additional support may be available in accordance with our Decant Policy.

If we fail to restore an essential service within our published repair timescales, we may consider compensation in addition to any practical support already provided.

Loss of Heating and Hot Water

Where we are responsible for the repair, we may consider compensation where you have been without heating or hot water beyond the applicable repair timescale. This does not include a loss caused by circumstances out of our control e.g. water shortages or power outages.

Circumstance	Guideline Compensation
Complete loss of heating and hot water	£15 per day
Loss of heating only	£8 per day
Loss of hot water only	£8 per day

Compensation will normally be considered from the date the applicable repair timescale expires.

Where suitable temporary heating has been provided, compensation for loss of heating may be reduced or not apply. We will consider individual circumstances when assessing compensation, including the time of year, weather conditions, household composition, vulnerabilities, disabilities, and any health conditions.

Loss of Power

Where we are responsible for the repair and there is a loss of electrical supply beyond the applicable repair timescale, we may consider:

Circumstance	Guideline Compensation
Complete loss of power	£10 per day

Loss of lighting only	£10 per week

Where a loss of power also affects heating or hot water, we may consider compensation for both the loss of power and the loss of heating and/or hot water.

Additional Utility Costs

If we provide temporary equipment, such as electric heaters or dehumidifiers, we may reimburse reasonable additional electricity costs incurred as a direct result of using them.

Residents may be asked to provide evidence of increased costs where available. If this is not available, we may make a reasonable assessment based on the circumstances.

Loss of Cooking Facilities

Where cooking facilities cannot be used because of a repair issue for which we are responsible, we will consider the individual circumstances and any alternative arrangements available.

Where appropriate, we may:

- Provide temporary cooking facilities.
- Arrange temporary accommodation.
- Provide vouchers towards additional food costs.

Any contribution will normally be made in line with the principles set out in our Decant Policy and will take account of the length of time the facilities were unavailable and the needs of the household.

Loss of Use of Part of the Home

In some circumstances, a resident may be unable to use part of their home because of a repair issue, major works, or service failure.

When assessing compensation, we will consider:

- Which rooms or facilities could not be used.
- How long they were unavailable.
- Whether alternative arrangements were provided.
- The impact on the household.
- Any vulnerabilities or individual circumstances.

Where appropriate, compensation may be calculated by reference to the rent charged for the property and the proportion of the home affected.

Things We Will Consider

When assessing compensation for loss of essential services or loss of amenity, we will consider:

- The severity and duration of the issue.
- Whether we responded within our repair timescales.
- Whether temporary solutions or alternative accommodation were offered.

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- The impact on the resident and household.
- Any health conditions, disabilities, vulnerabilities, or other personal circumstances.
- Any additional expenses reasonably incurred as a result of the service failure.
- Whether the resident has provided evidence to support their claim.

In some cases, the most appropriate remedy may be practical support, alternative accommodation, reimbursement of costs, or restoring the service quickly, rather than a financial payment alone.

8. Payments

Compensation may take the following forms:

- rent or service charge account credit;
- a fuel voucher;
- a gift voucher;
- bank transfer.

We will make reasonable efforts to liaise with the customer to confirm if they are happy to accept the compensation payment and the form that they would like this to be paid.

Accepting an offer of compensation does not impact your right to escalate your complaint to Stage Two of our complaints process or to the Housing Ombudsman.

To ensure transparency, two separate employees will raise and will raise and approve any payment compensation.

Large sums of compensation may affect a resident's entitlement to benefits. We will not take this into account when making orders for compensation. Upon receipt of our determination, it is for the resident to decide in advance of payment being made whether they wish to accept the total amount of compensation, or whether they wish to accept part or none of it.

9. Claims Involving Contractors or Third Parties

Some claims may relate to a third party who has carried out work on our behalf (such as a contractor or developer). If this is the case, we will remain responsible for agreeing an appropriate level of compensation. We will ensure payment is made to you either directly or via the third party within a timeframe consistent with this policy.

We will seek reimbursement for all payments made on behalf of a third party in accordance with contractual arrangements.

10. Exclusions

There are some circumstances where compensation may not be appropriate, even where a resident has experienced inconvenience or incurred costs. This helps ensure compensation is applied fairly, consistently, and in line with this Policy.

Costs Incurred Without Giving Us the Opportunity to Act

We will not usually reimburse costs where a resident has arranged repairs, services, or other works without first reporting the issue to us and giving us a reasonable opportunity to inspect the problem and put things right.

This is because we need the opportunity to assess the issue, determine whether we are responsible for resolving it, and decide what action is appropriate.

Examples include:

- Arranging your own contractor to carry out repairs without first reporting the issue to us.
- Replacing damaged items before we have had the opportunity to inspect them.
- Instructing specialist services without our prior agreement.

There may be exceptional circumstances where we consider reimbursement, such as where immediate action was necessary to protect health and safety or prevent significant damage to the property. In these cases, we may ask for evidence of the circumstances and any costs incurred.

Circumstances Where Compensation Will Not Usually Be Paid

We will not usually offer compensation for:

- Matters that are subject to ongoing legal proceedings or where legal action has already begun.
- Claims that are being considered through our insurers or where an insurance claim remains ongoing.
- Personal injury claims, which must be considered separately through our insurance process.
- Damage, loss, or disruption caused by circumstances beyond our reasonable control, such as severe weather, flooding, utility provider failures, or other emergencies.
- Damage or loss caused by third parties who are not acting on behalf of the Council.
- Damage or loss caused by the actions of residents, members of their household, visitors, or neighbouring occupiers.
- Damage to, or loss of, personal belongings that would normally be covered by home contents insurance.
- Costs arising from alterations or improvements that were carried out without our written permission where permission was required.
- Loss of earnings, annual leave, time taken off work, or loss of employment.
- Situations where a resident was aware of a problem but did not report it within a reasonable period of time.
- Situations where a resident has not complied with the terms of their tenancy or lease, including unreasonably refusing access for inspections, repairs, servicing, or safety checks.
- Claims relating to events that occurred more than 12 months before the matter was raised, unless there is a statutory requirement or exceptional reason for us to consider the claim.
- Matters that have already been fully considered and determined under this Policy, our Complaints & Resolutions Policy, through our insurers, or by a court or tribunal.

The examples above are not exhaustive. We will consider every claim based on its individual circumstances and may decide that compensation is not appropriate for reasons not specifically listed in this Policy. Where this happens, we will explain the reasons for our decision and, where relevant, advise you of any alternative options available.

11. If You Are Unhappy With Our Decision

If you are unhappy with a decision made under this Policy, you can raise your concerns through our Complaints & Resolutions Policy.

Our complaints process has two stages:

- Stage One – We will review the concerns raised and provide a written response.
- Stage Two – If you remain dissatisfied, you can ask for your complaint to be reviewed.

If you remain unhappy after receiving our final complaint response, you can refer the matter to the Housing Ombudsman Service for independent consideration.

12. Monitoring and Learning

We are committed to learning from complaints, compensation cases, and customer feedback to help improve our services.

All compensation requests and payments made under this Policy will be recorded and monitored to help us:

- Identify trends and recurring issues.
- Understand the impact of service failures on residents.
- Ensure compensation is awarded fairly and consistently.
- Identify opportunities to improve our services, policies, and procedures.
- Improve staff training, guidance, and decision-making.

Where appropriate, learning from compensation cases will be shared across service areas to help prevent similar issues from occurring in the future and improve the experience of our residents.

13. Equality, Diversity and Data Protection

We are committed to treating all residents fairly, with dignity and respect, and to ensuring that no one is disadvantaged when accessing our services or seeking compensation.

When applying this Policy, we will consider residents' individual circumstances, including any disabilities, vulnerabilities, health conditions, language requirements, or other support needs. Wherever possible, we will make reasonable adjustments to ensure residents can access our services and participate fully in the compensation process.

We recognise that service failures may have a greater impact on some residents than others. This will be taken into account when assessing the appropriate remedy or compensation.

Any personal information provided in connection with a compensation request or complaint will be handled in accordance with UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Information will only be used for the purposes of administering and considering claims, complaints, and related service improvements.

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