



Compensation Policy

Introduction

Irwell Valley Homes (IVH) Complaints and Compensation Policies are aligned to the Housing Ombudsman Services (HOS) Complaint Handling Code. The purpose of this Compensation Policy is to outline the circumstances under which compensation may be awarded to residents based on the Housing Ombudsman's Compensation and Remedies Guidance. The Policy aims to ensure that compensation is fair, transparent, and consistent with the principles outlined by the HOS.

Policy

1.0 Purpose

- 1.1 This Policy, which applies to all IVH residents, covers compensation related to service failures, financial loss, distress, inconvenience, and other relevant issues as outlined by the HOS.
- 1.2 Sometimes things go wrong, and customers don't get the service they expect, or we fall short of the standards we have promised. Our Compensation Policy recognises that there are other remedies available to put the situation right, and customers are not automatically entitled to compensation, but in some instances, financial compensation may be the only appropriate form of redress.
- 1.3 In instances where compensation is to be awarded, the aim of compensation is to restore the complainant to the position they would have been in, had a service failure not occurred.
- 1.4 In line with the HOS Compensation Guidance and Policy, we offer three types of compensation:
 - Discretionary payments - for time and trouble, distress and inconvenience.
 - Mandatory payments - compensation required by law such as statutory home loss payments.
 - Quantifiable loss payments – measurable financial losses incurred by residents due to service failures.

2.0 Principles

- 2.1 Each case is considered with its own merits and circumstances, and our Complaints Officers and Investigating Managers use their discretion to decide what the most fair and proportionate remedy is for each individual case. When assessing compensation claims, the following factors will be considered:
 - What the complainant wants to resolve their complaint.
 - The nature and extent of the service failure/maladministration.
 - The impact on the residents, e.g., distress, inconvenience, time, and trouble.
 - The duration of the issue and the impact this has had.
 - Any known disabilities or vulnerabilities which meant the complainant was more adversely affected.
 - If there is an actual quantifiable financial loss, the complainant incurred costs because of

what happened or did not receive payments that they should have.

- Did our actions or inactions result in the complainant reasonably believing that something would, or would not, happen.
- Did the complainants' actions or inactions, or those of a third party contribute to service failure.
- Any previous compensation awarded for similar issues to ensure consistency.
- How we handled the complaint and resolved matters in line with our Complaints Policy.

2.2 To be open and honest with the complainant about how we have arrived at the compensation being offered, we will break down all elements of the payment and explain what each element relates to.

2.3 When a claimant accepts compensation, we will pay this via BACS transfer directly into their chosen bank account within 10 working days of receiving the account details.

2.4 If the claimant does not have a bank account, we will offer to credit their rent account with the amount being offered or provide a gift voucher of their choice for the amount.

2.5 If a claimant is in significant rent arrears and has a live Notice to Seek possession in place because of their arrears, we will credit any amount of compensation owed to them to their rent account to help them avoid eviction and sustain their tenancy.

3.0 Types of Compensation

3.1 Discretionary Payments

Discretionary payments will be made for reasons occurring because of something within our control, including:

- Failure or delays in complaint handling.
- Failure or delays in providing a service (e.g., in undertaking a repair).
- Poor communication and failure to meet target response times.
- Failure or delays in providing a service that a person has been charged for.
- Temporary loss of amenities.
- Loss of use of the whole property or part of it.
- Failure to follow our policies and procedures.
- Unreasonable time taken to resolve an issue.
- Where the customer suffered distress or inconvenience.

The Complaint Officer or Investigating Manager will quantify a compensation value or alternative good will gesture, e.g., decorating vouchers, gift vouchers, or flowers, that would put the complainant back to the position they would have been in, should they not have suffered the service failure/maladministration.

We may offer practical actions such as offering to undertake repairs or redecoration, which would otherwise be a customer's responsibility. However, if this is not possible, the tables and impact definitions below should be used as a guide.

At Stage One and Two of our complaints process, remedies will be signed off by the Head of Customers and Communities, the Rents and Complaints Manager or the Customer Resolution and Complaints Team Leader.

3.2 Loss of amenities, loss of use of the property or part of it, running costs of additional

appliances

- 3.2.1 Customers may be entitled to compensation if any part of the home, or its major amenities, is unusable by the residents because of delayed repairs or major building works.
- 3.2.2 Compensation for loss of amenity or a room is paid as highlighted in table 1 for each day or week; the room/amenity is unavailable. Compensation is also awarded for the running of appliances.

Table 1 – Compensation guidance for the loss of an amenity, room or use of appliances

Amenity/Room/Appliance	Compensation Payable	Criteria
Complete loss of heating and hot water	£15 per day £8 per day for the loss of one service	After 24 hours IVH fails to supply temporary heating. Compensation for loss of heating is excluded between 1st June and 30 th September.
Complete loss of power	£10 per day for complete loss £10 per week for loss of lighting only	After first 24 hours.
Living area	20% of weekly rent*	After first 24 hours
Bedroom	20% of weekly rent*	After first 24 hours
Kitchen	30% of weekly rent*	After first 24 hours
Bathroom	30% of weekly rent*	After first 24 hours
Bathroom where a separate WC is available	20% of weekly rent*	After first 24 hours
Parking	None	This will not be compensated
Access to Garden	None	This will not be compensated
A dehumidifier is needed	£4 per day	Where the dehumidifier is running 24 hours a day.
Temporary heater needed	£3 per day	Where a temporary heater is running for up to 10 hours per day.

*Where reference is made above to weekly rent, this means basic rent only and does not include service charges.

*Set amounts of compensation will not apply for loss of heating, hot water and power where these services are paid through service charges (variable or fixed). These cases will be determined by the level of charge.

3.3 Compensation for complaint handling

3.3.1 The following factors will be considered in complaint handling remedy

- The length of delay at each stage
- Refusal/failure to log a complaint
- Failure to adequately address the points within the complaint
- Failure to recognise or explain
- Time and trouble from customer chasing
- Unprofessional or unsympathetic response
- Delays in resolution

- Failure to adhere to the HOS Complaint Handling Code

3.3.2 Compensation guidance for complaint handling is detailed in table 2.

Table 2 – Compensation guidance for complaint handling

IVH responsibility in complaint handling	Example	Redress
Minimal	Single incident, short in duration with minimal time. Complaint response 1-2 working days late. Time, trouble and inconvenience did not affect the overall outcome.	An Apology
Low impact (service failure)	Response late by 3-5 working days, the resident was required to chase the response due to the minor delay. Action/compensation is not proportionate to the failings identified.	£50
No permanent impact (maladministration)	Response late by more than 6 working days up to a month. The complaint handling has adversely affected the residents. Failure to acknowledge sensitive circumstances within the response.	£100
Significant Impact (severe maladministration)	Response delayed by over a month, significant impact on the customer, errors in the complaint response and misleading advice provided.	£250

3.3.3 Compensation for other service failings

Table 3 – Compensation guidance for other service failings

IVH responsibility in service failings	Example	Redress
Minimal (service failure)	Single incident, short in duration, no wider impact.	An Apology
Low impact (service failure)	Minor failure in the service provided. Minor delays in getting matters resolved.	Up to £100
No permanent impact (maladministration)	Failure to put things right for the resident and the detriment to the resident not considered	Up to £600
Significant Impact (maladministration/severe maladministration)	The failure had significant impact on the residents. The redress required to put things right is substantial.	£600 plus
Severe long-term impact (severe maladministration)	A single or series of severe failings that have had serious detrimental impact on the residents. The failures accumulated over a significant period.	£1,000 plus

3.4 Missed appointments and administrative errors

When an appointment is missed due to the below instances we will pay £15 compensation per incident:

- The appointment was missed without any notice given to the resident.
- We or our representatives attended the property but did not comply with pre-agreed reasonable adjustments so the appointment could not take place.
- We or our representatives were unreasonably late, usually by 2 hours or more, and the resident could not facilitate the later appointment time.

Compensation will not be awarded if we were unable to attend for good reason for example staff sickness or parts not being available for the appointment, however in such instances reasonable notice should be given at least 24 hours' notice. No compensation will be awarded if the appointment is missed or could not go ahead due to the residents' actions, whether intentional or otherwise.

Where we find we have made an administrative error, or we have found other customers have been impacted following a compliant investigation, we will issue each customer impacted £15 compensation.

3.5 Loss or damage to a customer's belongings or decoration

In some cases, it will be appropriate for us to direct a customer to our insurers rather than pursue all or part of their concerns as a complaint for damaged property/ belongings. If liability is accepted within our complaint response insurers may invalidate any potential claim. Therefore, consideration needs to be given as to whether legal liability issues are referred directly to our insurers before a complaint is logged.

Our insurers/courts will determine if there has been negligence, breach of duty and if there is liability. Where we are at fault our liability insurance protects our financial standing, paying compensation to the customer rather than it coming from our finances.

Customers are responsible for damage due to their own negligence. We will not consider compensation claims if damage has occurred because of disrepair where it has been proven that we have not been negligent or breached the terms of the tenancy agreement. In these instances, customers will need to claim through their home contents insurance where applicable. Such policies cover moveable items and semi-permanent fixtures in a property (such as furniture, floor covering like carpets or laminate and appliances) against loss or damage caused by fire, theft or water escape.

If any damage to a customer's belongings or decoration has occurred because of failure to repair within timescales set out in our Repairs Policy or because of damage we have caused, compensation will be considered. Any compensation payable will depend upon the value of the items damaged. Photographic evidence should accompany the claim together with relevant receipts where possible.

3.6 Loss of earnings:

We will not compensate for loss of wages or holiday entitlement; however we may consider and compensate for the associated distress and inconvenience caused. For example where we fail to resolve the repair issue meaning the customer must take unnecessary time off work.

3.7 Mandatory Payments

Mandatory payments are compensation payments required by law and orders made by the HOS. In applying mandatory payments, IVH will always follow the most up to date legislation and award values.

3.8 Right to Repair

We aim to complete repair work in line with our repairs policy and with minimum disruption to customers. If we fail to complete a repair within the time scales given to the customer, we will rearrange the repair and agree timescales with the customer. If the repair is not completed within the revised time scale customers may be entitled to claim compensation if all the following conditions are met:

- 3.8.1 The repair affects the health, safety, or security of the customer.
- 3.8.2 We are responsible for the repair.
- 3.8.3 The value of the repair is less than £250.
- 3.8.4 We have failed to carry out a repair within the original agreed time scale and have failed to do so again after a further request is made by the customer.
- 3.8.5 Compensation will not be payable if any of the following conditions apply:
 - The repair was needed because of damage caused by the customer.
 - The customer has not told us that the repair was needed.
 - We were not responsible for the repair.
 - The customer has told us that they no longer want the repair to be carried out.
 - The customer has failed to provide access for the repair to be carried out.

The amount of compensation payable under Right to Repair is a statutory right. Customers can claim a one-off payment of £10. They can also claim a further £2 per day for each day, the repair remains outstanding up to a maximum of £50.

3.9 Home Loss Payments

A resident may be entitled to a Home Loss Payment if they are permanently displaced from their home by us, because of redevelopment or improvement to cover distress and inconvenience of having to move when not choosing to. We will make Home Loss Payments to residents, where the law requires us to do so. Home Loss Payments may be made to residents or owner occupiers who have lived in their property for a minimum of 12 months ending on the date of displacement. Payments will be made in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations.

3.10 Disturbance Payments:

Disturbance Payments are payable to residents who are permanently displaced from their home by us, because of redevelopment or improvement and the resident is lawfully in possession of the property. We may also pay Disturbance Payments to residents who are required to move temporarily. This payment will cover reasonable moving costs. Details of the reasonable costs covered are outlined in our Decant Policy.

3.11 Quantifiable Loss Payments

There may be some circumstances where a resident can claim compensation, due to a quantifiable loss. This would occur where IVHA has failed to fulfil an obligation, which we are legally obliged to, which has resulted in a quantifiable loss to a resident. Examples of this include:

- Increased heating bills, due to disrepair.

- Having to pay for alternative accommodation or take-away food, due to a failure of IVH to carry out a repair, in line with the prescribed repair timeframes.
- Paying for a service such as cleaning or carrying out repairs, when IVH has failed to meet its obligations.

Any costs incurred must be reasonable and there must be evidence that they were incurred because we have not fulfilled the required obligation. Claims must be made within 3 months of a quantifiable loss and evidence provided by the residents. Interest may be considered when there have been delays in making a quantifiable loss payment to a resident of over 6 months on amounts greater than £1,000.

IVHA reserves the right to reject quantifiable loss claims if a resident cannot provide evidence that the loss has been because of our negligence of responsibilities.

4.0 Apology

4.1 In some circumstances an apology is all that is required. When IVH apologises for any failures, this will be made in writing or in person to the resident. The apology will come from an individual, on behalf of IVHA. When an apology is given to a resident we will:

- Address them personally.
- Be empathic and accept responsibility.
- Acknowledge the service failure or any orders from the HOS.
- Explain clearly what happened.
- Acknowledge the impact on the complainant.
- Explain what is being done to put things right.
- Provide assurances that we have learnt from the complaint and what actions we are taking to ensure this does not happen again.

5.0 Exclusions

5.1 The specific situations where compensation will not be considered, include the following, which are aligned with the HOS' guidance:

- Claims for personal injury – these should be made via our Public Liability Insurers.
- Claims for damage caused by circumstances beyond a landlord's control, e.g., because of a storm or flooding – these should be made to the relevant company.
- Problems caused by a third party not working for the landlord.
- Short term nuisance caused by building works.
- Neighbour nuisance.
- Decants.
- Payments to customers who have made voluntary improvements to their homes.
- Disrepair claims.
- Where a customer starts legal action against (as the compensation policy and procedure will no longer apply).
- Where we have taken satisfactory action within a reasonable time of receiving notice and within targets outlined in the relevant policies such as the Repairs Policy.
- Where we have not been given the opportunity to inspect issues and provide a plan of action from the first reporting of the condition. Responsibility for damage to furniture or household items will only be considered if these have been affected after the first report

and work has not been carried out.

- Where we have had to gain access to a property to comply with regulations e.g., gas servicing and fixed wire testing.
- Where damage or personal impact has been caused by circumstances beyond our control
- Where planned improvement works took longer than expected, but delays were not excessive.

6.0 Making a claim for compensation

6.1 All Statutory claims for compensation must be received by us in writing within 28 calendar days of the event that caused the loss or damage. Failure to make a compensation request in this timescale may result in us not being able to consider the claim further without evidence of extenuating circumstances. Discretionary claims for compensation can be made and investigated via the customer complaints process.

6.2 Right to Appeal

Customers have the right to appeal if they disagree with the settlement offered in accordance with our Complaints Policy. Customers should set out their reasons for not accepting the offer and where this is not agreed by the investigating Manager, the claim will be escalated to the next stage in accordance with the Complaints Policy.

Performance Reporting

Compensation will be monitored regularly by the Head of Customer and Communities and Reported to Leadership and Board each quarter. The frequency and amount of compensation paid quarterly will be calculated and analysed by the Complaints Team and commentary provided to the Executive Team and Board.

Roles and Responsibilities

The following colleagues oversee the Compensation Policy:

IVH has a dedicated Complaints Team. The Complaints Officers are responsible for ensuring all complaints are handled in accordance with the Housing Ombudsman guidelines. The Complaints Officers handle all aspects of stage one complaints, including investigating, preparing and reviewing responses and arranging remedies where necessary.

The Rents and Complaints Manager (Emma Burke) oversees the day-to-day running of the Complaints Team, ensuring the policy is adhered to and performance is monitored. The Rents and Complaints Manager sign off stage one and stage two resolutions.

The Head of Customers and Communities (Ross Powell) is the author of the Policy and Complaints Lead with overall responsibility for ensuring the Policy is adhered to by all colleagues and learnings reported to the Leadership Team. They also sign off stage two responses and resolutions.

The Chief Operations Officer (Ceris Esplen) owns the Policy and is responsible for performance against it including reporting to the Board. They also sign off all HOS information requests. They also signed off any stage two responses and resolutions in the absence of the Head of Customers and Communities and the Rents and Complaints Manager.

Christie Finegan is the member of the governing board who is appointed as the Complaints Lead (Member Responsible for Complaints). The MRC is responsible for complaints to support a positive complaint culture. The MRC is responsible for ensuring the governing body receives regular information on complaints that provides insight into the landlord’s complaint handling performance.

Associated Documents and Good Practice

This policy should be read in conjunction with the following policies and guides:

- [Complaints Policy](#)
- [Repairs Policy](#)
- [Housing Ombudsman Compensation Guidance](#)
- [Housing Ombudsman Complaint Handling Code](#)
- Equality Impact Assessment for Compensation policy
- Tenancy Policy
- Tenancy Agreements
- Tenant Involvement & Empowerment Standard
- Customer Strategy 2025-28
- Communities Strategy 2025-28
- HOS spotlight reports

This Policy should be applied in line with the following legislation:

- Land Compensation Act 1973
- Home Loss Payments (Prescribed Amounts) (England) Regulations (reviewed annually).

Version Control

Approval Date:	XX April 2026
Approval Body	Leadership Team
Implementation Date:	Implemented the same day its approved
Policy Author:	Head of Customer and Communities
Policy Owner:	Chief Operating Officer
Frequency of Review	Reviewed every 3 years
Planned Review Date	April 2029
EIA (Equality Impact Assessment) Date and Link to EIA	June 2024
Safeguarding Impact	This does not apply to this policy
Lead Team	Communities Team

The latest version of this policy should be viewed online from The Hub area of the IVH intranet, and any printed version cannot be relied on as the most current version.

