Places to live. Space to grow.

Remedies and Compensation Policy

Contents

Introduction: the purpose of this policy:

West Kent aims to deliver excellent services at all times. If something goes wrong, we will take steps to understand what happened and to put things right. This document outlines the range of remedies available to us.

Providing a suitable remedy is a vital part of resolving situations where a resident has been negatively affected by our actions or inaction. This approach is aligned with Part 7 of the Housing Ombudsman's Complaint Handling Code, which focuses on *putting things right*. It also reflects the Ombudsman's dispute resolution principles, which underpin effective complaint handling:

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

This policy will mainly be used alongside our Complaints Policy and most requests for compensation will be considered through the complaints process, following the same principles and timescales. It also links to other documents, and may need to be read in conjunction with our:

- Complaints Procedure
- Temporary re-housing for repairs "Decant" Policy
- Repairs Policy
- Maintaining Your Home Repairs Standards

Policy Statement:

This policy applies to anyone in receipt of or affected by our services. This includes: residents who live in our homes, non-residents who live in our neighbourhoods and people who access our communities and support services. It also applied to applicants for our properties and to former residents.

Policy aims:

This policy aims to ensure that we:

- offer remedies which are fair, proportionate and accurately reflect any impact on a resident's household
- demonstrate a fair and consistent, resident-centred approach
- empower staff to make informed, responsible decisions in line with our values
- offer a remedy, including compensation, when appropriate, regardless of whether a resident has requested it
- clearly define the circumstances under which a remedy, including compensation, will be offered
- recognise the different components of a remedy and apply them appropriately based on the individual circumstances of each case

- are open and accountable and use remedies to restore relationships with our residents.

Our approach:

Examples of situations when we may consider it appropriate to offer compensation and other remedies include when:

- we have not handled a complaint in accordance with our policy
- we have failed to provide a service that we have charged for
- we have not delivered a service in accordance with our published guidelines, without justifiable reason
- we have temporarily failed to provide essential amenities, such as heating, hot water, or power
- communication has been poor
- a resident has experienced financial loss due to our actions or lack of actions
- a resident is unable to use part of their home.

We will complete a thorough investigation to understand the full facts of the case and the impact on the customer. Once we have established the full facts, we will consider what a proportionate and fair remedy looks like. Factors we consider include:

- how many times a failure occurred
- the duration of any failure
- cumulative impact such as a history of mismanaging a tenancy or where there are additional factors beyond the substantive issue (e.g. delays in completing repairs may be accompanied by missed appointments and failures in communication)
- the individual and their circumstances, such as age, disability, and mental health, as well as short-term circumstances like pregnancy or illness.

Our compensation payments will reflect the fact that any impact is likely to be greater on a resident with specific characteristics and additional responsibilities. This includes considering whether the situation should have been handled differently and our service adapted, for example addressing a repair outside normal response times or changing our communication methods.

This policy recognises that an appropriate remedy should normally include:

- a sincere and well worded apology
- recognition that things have gone wrong and the customer has been impacted
- an explanation for any shortfalls in service
- details of any learning and action taken to improve the service
- a commitment to complete any outstanding actions (e.g. repairs), including a plan of action setting out how and when they will be resolved.

Practical action:

We will also consider whether there are any practical actions we can take to remedy a complaint which go above and beyond our normal service provision. Examples include, offering to undertake repairs or redecoration that would normally be the resident's responsibility or agreeing to work outside normal contractual hours where practical and appropriate.

Compensation:

Distress and inconvenience:

We consider payments for distress and inconvenience when a situation has impacted a resident in terms of their family life, use of their home, or their general well-being. We will consider any avoidable stress, worry, anxiety, uncertainty, or frustration caused.

Examples of when distress and inconvenience could be experienced include where:

- a resident has been without access to an essential amenity e.g. heating or hot water
- a resident has lived for an unreasonable period in a property that is in a poor state or repair or in a damp and mouldy condition
- we have failed to take appropriate steps to respond to reports of noise or antisocial behaviour
- we have mismanaged expectations or given someone reason to believe they have been treated differently

We assess payments for distress and inconvenience on the following scales:

Failure £25 - £600	**Serious Failure £601 - £1000**	**Severe Failure £1001 plus**
A short to medium term failure in service which caused short term (not permanent) impact	A medium to long term failure in service which caused high, long or short-term impact	A substantial failure in terms of its duration or nature, which caused significant long or short-term impact

Time and Trouble:

Any resident pursuing a complaint with us will inevitably incur a certain amount of time, trouble and minor costs (such as phone calls) and we do not automatically compensate residents for raising a complaint. We will consider payments when the time and trouble in pursuing a complaint is more than would reasonably be expected. Considerations might include the number of telephone calls, office visits, emails and letters required before the problem is resolved.

Time and trouble could apply when we fail to follow our complaints procedure, unreasonably delay in recording, responding to or escalating a complaint, fail to respond to reasonable communication and demonstrate overall poor complaint handling.

We assess payments for time and trouble based on the following scales:

Failure £25 - £150	Serious Failure £151 - £400	Severe Failure £401 plus
There were failures over a short period e.g. in managing a complaint, responding to reasonable communications causing avoidable time and trouble	There were numerous failures over a medium to long term period e.g. in managing a complaint, responding to reasonable communications causing significant avoidable time and trouble.	There were extensive failures over a long-term period e.g. in managing a complaint, responding to reasonable communications, causing severe avoidable time and trouble.

Quantifiable Loss:

We will consider offering compensation where a resident has experienced actual loss due to our actions or lack of action. Examples include:

- increased heating/energy bills due our failure to complete a repair or a resident having to run temporary heating
- takeaway meals when disrepair makes a kitchen unusable
- the cost of replacing damaged carpet or furnishings
- the cost of reasonable alternative accommodation if our failure to repair has made a home uninhabitable
- cleaning costs where we have failed to leave a property in an acceptable condition.

Any costs should have been reasonably incurred, and we will ask for receipts as evidence where appropriate. We will consider whether it would have been appropriate for a customer to have notified us before incurring expenses whilst always taking the urgency of a situation into account.

Mandatory (statutory) payments:

There may be situations where there are set amounts that a resident is legally entitled to. These include:

- Home loss payments if a tenant or owner-occupier (living in the property for more than 12 months) must move out permanently due to demolition or redevelopment.
- Disturbance payments for reasonable moving costs if a tenant or owner-occupier (living at the property for less than 12 months) must move out permanently due to demolition or redevelopment.

- Tenant improvements - at the end of a secure tenancy, tenants can claim compensation for improvements made to their home that had approval.

Compensation based on rent:

In exceptional circumstances, our failure to deliver a service may impact a resident's enjoyment of their property. In such cases, we may consider offering compensation based on a proportion of rent that a resident paid during the period that a service failure occurred. Circumstances where this may be considered appropriate include prolonged and extensive instances of damp and mould or disrepair that occurred after we were made aware of the situation.

The level of any award will be specific to each case and depend on things such as the number of rooms impacted, the timeline of events and the individual circumstances of the household.

Goodwill gestures:

We may make a goodwill gesture to resolve a complaint, such as sending shopping vouchers, flowers, or chocolates. These gestures are typically reserved for minor service failures or situations where a resident has been upset, regardless of whether it was due to a failure on our part. Such gestures will be carefully considered to ensure they suit the situation.

Other payments specific to repairs:

We only pay compensation for repairs we are responsible for if we have failed to complete the repair within our published guidelines. The table below outlines the level of compensation that we may pay:

Reason for compensation	Amount
Missed appointments	£30 per missed appointment
Loss of heating	£10 per day after target response time has elapsed (September to March)
Loss of hot water	£10 per day after target response time has elapsed
Total loss of power	£10 per day after target response time has elapsed
Loss of cooking facilities	£10 per day after target response time has elapsed
Loss of bathing facilities	£10 per household member per day after target response time has elapsed
Loss of use of kitchen or bathroom	25% of rent per day after target response time has elapsed
Loss of use of a bedroom or living room	20% of rent per after target response time has elapsed

We will take responsibility for putting right any damage caused to decoration during a repair. In instances where a resident wants to arrange for the decoration themselves, we will pay them the equivalent in decorating vouchers.

Examples of situations where we may not offer compensation and other remedies include:

- when the issue is the responsibility of another party (for example, utility supplier, customer, or member of the public)
- the issue is subject to legal proceedings
- delays in service (e.g. repairs) are due to access being denied to us or our contractors
- the matter relates to unauthorised work carried out by the customer
- circumstances are beyond our control e.g. severe weather
- the issue was not brought to our attention within 12 months (although we will use our discretion and consider on a case-by-case basis)
- personal injury claims, which will be directed to our insurance team for assessment
- claims for loss of earnings or annual leave (although we will consider payments for distress and inconvenience in circumstances where a resident has had to take an unreasonable time off work)

We may also not offer remedies and compensation in circumstances where damage is covered by a resident's own contents or buildings insurance. However, if there is any suggestion that we are at fault for damage to belongings, we will investigate and establish what happened before instructing a resident to make a claim through their own insurer.

If we are at fault, we will take appropriate steps to put things right, which could include replacing any damaged belongings or referring the issue to our insurer. This is commensurate with the guidance issued by the Housing Ombudsman which sets out how it expects landlords to handle complaints where insurance claims are involved Guidance on complaints involving insurance.

Paying compensation:

There may be occasions when we offer further compensation after we have concluded Stage 2 of our internal complaints procedure if we identify further failings and consider there to be a further opportunity to resolve the case directly with the resident. Residents maintain their right to speak to the Housing Ombudsman once the Stage 2 process is complete.

We will make compensation payments through BACS transfer. Any compensation awarded will normally be offset against any debt, although we may consider a direct payment to be appropriate in some circumstances. For example, if the compensation is for actual financial loss or damaged belongings, it will be paid directly to the customer, regardless of any debt.

Any compensation awarded by the Housing Ombudsman Service, following an investigation, should always be paid direct to the customer and not offset against any debt.

If a resident is deceased, we will need to see evidence that the person acting on their behalf is the executor or administrator of their estate before any compensation awarded is paid. This evidence would normally need to be in the form of a Grant of Probate or Letters of Administration (if no will is in place).

Regulation:

The Regulator of Social Housing (RSH) has significantly strengthened its oversight of all aspects of complaint handling across the sector – including compensation. This follows the enactment of the Social Housing (Regulation) Act 2023. The regulator's comments and actions reflect a clear push for transparency, accountability, and resident-focused service delivery.

In addition, the Housing Ombudsman code states: "where something has gone wrong a landlord must acknowledge this, and set out the actions it has taken, or intends to take to set things right – this includes:

… providing a financial remedy… among other actions such as apologising and changing policy.

The code also states that any financial remedy offered must reflect the impact on the resident of the fault that has occurred, plus set out what will happen and by when, in agreement with the resident and the landlord.

Reporting:

Compensation is reported on in our annual complaints report, which is produced annually, and published on the West Kent website.

Communication:

This Remedies and Compensation Policy is published on our website in a dedicated complaints area, and we will provide a copy on request. The website area also includes information about the Housing Ombudsman and the Complaint Handling Code.

We publish information about complaint performance and learning outcomes which will includes the annual self-assessment against the Complaint Handling Code to ensure our Complaints Policy remains in line with its requirements and a qualitative and quantitative analysis of our complaint handling performance.

Monitoring and review:

The effectiveness of remedies and compensation will be monitored via resident satisfaction surveys post-resolution and regular audits.

Related policies and supporting documents

1 Complaints policy

POLICY SIGN-OFF

This section should be removed for public facing policies which will be published on the West Kent website.

All policies require Executive level sign off as a minimum. Further guidance on sign off is set out in the Guidance for Procedures and Policies, which can be located on Bettie and available from the Risk and Governance function.

☐ A current version of this procedure is available to all employees on (West Kent Intranet).

Document Name:	Compensation and Remedies policy
Equality Impact Assessment:	There will be no significant impact on any protected characteristics, as this policy brings us in line with the Housing Ombudsman code
Equality Impact Assessment on Bettie:	Yes
Equality Impact Assessment on S Drive:	Yes
Resident Impact Assessment:	There will be no significant impacts on any specific groups of residents, as this policy brings us in line with the Housing Ombudsman code
Policy Author:	Ellen Salkeld
Approved by:	Tracey Gray
Effective from:	October 2025
Next Review Date:	September 2028
Risk:	Regulatory
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APPROVAL SIGNATURE:

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DATE:

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