

Compensation Policy

1 Policy Statement

We aim to ensure our services are delivered to the highest standard. Where services fall below this standard we will consider compensation claims in the following circumstances:

- Where we fail to keep appointments.
- Where we fail to deliver services.
- Where tenants are entitled to Home loss and disturbance compensation.
- Where tenants have lost the use or part of their property due to disrepair.
- Where tenants have a right to repair.
- Where tenants have a right to compensation for improvements they have made to their home.
- Where we have agreed to pay compensation through the complaints process.

All requests for compensation must be clearly justifiable and will be assessed according to the details of each case.

2 Broken appointments

We will consider paying compensation for loss of earnings if individuals can reasonably demonstrate that time was taken from work for the appointment. Similarly, re-imbursment of travel costs incurred in attending a broken appointment will be considered. In the event a contractor is at fault, the cost claimed will be recovered from the contractor.

3 Failure of services subject to a service charge

We will consider claims resulting from the failure or non-provision of a service for which a service charge is payable such as heating and hot water charges in communal areas.

4 Home loss and disturbance compensation for tenants

Please refer to Home Loss and Disturbance Policy.

5 Loss of use of part of the property due to disrepair and the Improvement Programme

Compensation may be payable in the event that repairs which are our responsibility, prevent a tenant from using all the facilities in the property or we fail to carry out improvements properly and this prevents a tenant making full use of their home.

If a room is not habitable and cannot be used, we will only pay compensation after 1 week of continued loss. Where a tenant(s) has been unable to use a room(s) due to disrepair, we will calculate the payment by reference to the number of rooms affected as a proportion of the net rent.

Where a contractor has failed to undertake a repair or the repair has proved defective, we will recover any compensation paid from the contractor.

6 Right to Repair

We are committed to undertaking all necessary repair and maintenance work to our housing stock within target timescales and to monitoring performance against these. If

we fail to carry out certain types of emergency or urgent repairs within specified time limits, tenants have the right to compensation.

As part of this policy, we have confirmed our compliance with the Right to Repair Scheme as described in "The Secure Tenancies (Right to Repair Scheme) Regulations 1994". These regulations entitle tenants with a secure tenancy to claim compensation for certain qualifying repairs, if the landlord fails to do them within a prescribed period of time.

Although the scheme covers tenants with a secure tenancy, we are granting the same rights to tenants with an assured tenancy. The regulations only cover the repairs listed:

- Total or partial loss of electric power.
- Unsafe power or lighting socket, or electrical fitting.
- Total or partial loss of water supply.
- Total or partial loss of gas supply.
- Blocked flue to open fire or boiler.
- Total or partial loss of space or water heating.
- Blocked or leaking foul drain, soil stack, or toilet pan (where there is no other working toilet in the dwelling).
- Toilet not flushing (where there is no other working toilet in the dwelling).
- Blocked sink, bath or hand basin waste pipes.
- Tap which cannot be turned.
- Leaking from water or heating pipe, tank or cistern.
- Leaking roof.
- Insecure external window, door or lock.
- Loose or detached banister or hand-rail.
- Rotten timber flooring or stair tread.
- Door entry-phone not working.
- Mechanical extractor fan in internal kitchen or bathroom not working.

Where a tenant reports an emergency or urgent repair, we will state who will do the repair and a date by which it should be completed.

Where a tenant informs us that we have failed to complete the repair within the set time we will give a further deadline for completing the work. If we fail to complete the work within the second period, the tenant will be paid compensation in accordance with the 'Right to Repair' Scheme. Compensation payments made under the scheme will be paid automatically to all qualifying tenants.

The Right to Repair Scheme is limited to works costing less than £250. The amount of compensation that can be paid where the prescribed time period has expired is £10 plus an additional £2 for every extra day the tenant is left waiting. The maximum compensation payable is £50. The right to repair compensation is not payable if the tenant has failed to give access for the work to be inspected or carried out. If a contractor is found to be at fault we will reclaim any compensation paid to the tenant from that contractor.

7 Right to compensation for improvements

Where a tenant has received written consent from us to undertake improvement

works to their property, they may be eligible for payment of compensation should they vacate the property and leave the improvement(s) for use as an asset (Section 3.12 of the Tenancy Agreement). To be eligible to claim, the following criteria must be met:

- Bron Afon (or the Council prior to 31 March 2008) gave written consent for the work to be carried out.
- Consent was given after 1 April 1994.
- The improvement is regarded as a 'qualifying improvement'.

Improvements regarded as a 'qualifying improvement' are listed below:

- Bath or shower.
- Wash hand basin.
- Toilet.
- Kitchen sink.
- Storage cupboards in bathroom or kitchen.
- Work surfaces for food preparation.
- Space or water heating.
- Thermostatic radiator valves.
- Insulation pipes, water tank or cylinder.
- Loft insulation.
- Cavity wall insulation.
- Draught proofing of external doors or windows.
- Double glazing or other external window replacement or secondary glazing.
- Rewiring or the provision of power and lighting or other electrical fittings (includes smoke detectors).
- Any object which improves the security of the dwelling excluding burglar alarms.

In all cases, the maximum value of any compensation for improvement(s) will be limited to the value incurred had we undertaken the work using our normal specification for materials, etc. We will make an assessment based on the initial cost of the works, the time elapsed since the improvement was carried out and the value of the improvement as a future asset.

It is important that the initial cost of the works can be proven as this figure is used to calculate any compensation due. Wherever possible, the original invoice/receipt for the improvement should be provided.

Claims for compensation must be made in writing no sooner than 28 days before the end of the tenancy and no later than 14 days after the tenancy has ended. Where possible, documentation or receipts should be provided in support of the financial sums claimed. We will seek to agree the appropriate level of compensation and any agreed compensation will be paid within 28 days of the agreement and will include details of how the final figure was calculated.

If the tenant is in arrears with rent or service charge, compensation may be used to offset all or part of the arrears. If the tenant is not satisfied with the response to their claim, they have the right to appeal within 21 days of the decision using our complaints procedure.

8 Through the Complaints Procedure

At our discretion, compensation payments may also be made in settlement of formal complaints. Compensation of £100 or over must be approved by the Chief Executive.

If a tenant has rent arrears, the payment will be credited to that tenant's rent account. Where the account is in credit, a cheque will be sent to the tenant.

9 Equality and diversity implications

This policy will be operated in line with Bron Afon's Equality and Diversity Policy.

10 Financial implications

Any financial implications cannot be costed until cases of compensation are received.