



# MTVH Compensation Policy

## Our Compensation Approach

We are committed to providing high quality accommodation through our services, but we accept that occasionally mistakes may occur. We are determined to put things right quickly but, in some circumstances, it is appropriate to also offer compensation. We do this to restore our customers to the position they would have been in if the service failure did not occur. We will also recognise that responsibility will be taken for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on our behalf.

A monetary value of compensation is not the only remedy that we offer to put the situation right, but it may be the appropriate form of redress when reviewed on an individual basis.

When we determine a customer is due compensation, we will firstly apologise and then be fair, consistent and proportionate with our approach for any inconvenience caused.

## Compensation Circumstances

Our compensation payments can be clearly set out in to three categories of Mandatory, Quantifiable Loss and Discretionary Payments. These examples are not what they solely cover but may include:

### Mandatory Payments

Home loss, disturbance, improvements and payments under the Right to Repair scheme.

### Quantifiable Loss Payments

Increased heating bills due to disrepair, paying for alternative accommodation, take away meals, or for cleaning and carrying out repairs where a MTVH has failed to meet its obligations. It may be subsequently appropriate that such costs that have occurred may require evidence to be provided to ensure the correct level of compensation is applied.

### Discretionary Payments

Poor complaint handling, delays in providing our services such as repairs, failure to provide a service that we have charged for, temporary loss of amenity(ies) and failure to meet our target response times, such as missing a repair appointment where **we** have failed to attend.



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## Our Remedies

Compensation is not our only method to put our customers back into the position they were before the service failure occurred. We may remedy a complaint using compensation or in conjunction with other practical solutions with agreement of our customers to comply with a flexible approach. These other solutions may include:

- Apology
- Reduction of rental debt
- Deduction to service charge
- Offering to undertake a repair or redecoration
- Vouchers, Chocolates or Flowers

## Calculating Compensation

Reason for payment	Where we fail to give the expected service	Low Failure	Medium Failure	High Failure
<b>Failure of Service</b>	We didn't complete repairs when we said we would You received a poor service from us You had to move out of your home whilst we redeveloped it You can't use a room(s) whilst we complete major repairs Loss of amenities at the fault of MTVH such as heating, hot water, power etc.	Starting from: an apology	Starting from: £60	Starting from: £160
<b>Time and Trouble</b>	Expended unnecessary effort communicating with MTVH Unnecessary circumstance such as vulnerability and disability Customers own actions in resolving issue	Starting from: an apology	Starting from: £60	Starting from: £160
<b>Poor Complaint Handling</b>	Where we have not met our own complaint policy Poor communication Failing to respond to a communication Incorrectly investigating a complaint	Starting from: an apology		
<b>Reimbursement</b>	In the event of MTVH causes loss or damages as part of any actions taken, evidence will be required	Reimbursed up to £300, losses greater will be considered by the insurance team		
<b>Missed Appointments</b>	Missed appointments by contractors when they have failed to attend on an agreed appointment	£10 per missed appointment, up to a maximum of £50		



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## Non-Payment of Compensation

MTVH will not consider compensation when:

- All statutory and contractual obligations have been fulfilled
- Loss or damage is caused by a third party not contracted to MTVH i.e. A family member of the customer or neighbour
- Access was unable to be gained to carry out a repair by a MTVH colleague/contractor, or service failure is due to extreme weather conditions i.e. flooding
- Customers home contents are lost stolen or damaged through no fault of MTVH (customers are encouraged to have home insurance)
- MTVH do not have contractual responsibilities for repairs
- An incident has not been reported in a reasonable timescale
- Any loss or damage is due to unauthorised alterations to the property

## Your responsibilities

We encourage you to take out contents insurance to cover your belongings and decorations against accidental damage, loss, fire or flood.

In our efforts to treat all our customers fairly, you will need to provide us our insurance company with relevant evidence when claiming compensation for damaged property, such as:

- Proof of ownership and the value of the lost or damaged item. For example, photos, instruction booklets or receipts
- Evidence of the damage. This may include the damaged items themselves
- Written estimates of repair costs

You will need to give us, or our contactors, access to, or allow inspection of, the damaged property.

You should immediately tell the police about any loss or damage caused by suspected criminal activity. You will need to request a crime reference number and a CAD number and provide us with the details.

Without relevant evidence, we may be unable to deal with your request for compensation or be unable to pay the claim in full.

## Your Compensation Process

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You should ideally make your compensation claim within 28 days of the completion of the service failure, and no later than six months after. We encourage you to make insurance claims for damage to home contents in line with your policy.

When we make you an offer of compensation, you must respond within 28 days to the offer. If you are taking further advice or waiting for further communication where we have agreed to get back to you, please send us an acknowledgement to let us know why there could be a delay.

You must provide us with a final response to the compensation offer within six months of the offer to ensure any payments are made. Our offer of acceptance form will include confirmation on how you can accept the payment. After this time, we will withdraw the offer and close the claim.

If you are in arrears, and your arrears is not due to be paid by housing benefit, we will usually credit any compensation or other payment to your rent account.

Please note we complete our compensation payments using the BACS process and we aim to credit within 28 working days of you providing your final response to the compensation value.

## How to contact us

If you wish to make an enquiry about for compensation following a complaint that you have already raised, you should contact us with the direct number your dedicated complaint handler provides, or at [customercare@metropolitan.org.uk](mailto:customercare@metropolitan.org.uk). Your dedicated complaint handler will respond within 3 working days.