

Compensation Policy

1 Purpose

This Policy sets out Metropolitan Thames Valley Housing (MTVH) approach to compensation payments.

2 Scope

The Policy and accompanying procedures apply to all customers who live in our properties and/or receive services provided by us.

This includes:

- Tenants,
- Leaseholders,
- Shared owners,
- Key workers,
- Care and Support,
- Former customers, non-customers and new applicants.

3 Our Approach

3.1 Compensation Approach

MTVH is committed to delivering high quality accommodation throughout our services. We recognise mistakes may occur and can impact our customers. In these cases, we will look to restore our customer to the position they would have been in, if the service failure did not occur.

We will take responsibility for any detriment or damages caused by a third party (contractor) working on our behalf to an individual, their property and/or belongings.

Where our level of service has fallen below our agreed standards, we will apologise and be fair, consistent and proportionate with our approach.

Monetary compensation is not the only remedy we offer to put things right, but it may be the most appropriate. This will be reviewed on a case by case basis.

3.2 Types of Compensation Payments

Our compensation payments can be clearly set out in to three categories. These categories are including, but not limited to the examples below:

1. Mandatory Payments

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

2. Quantifiable Loss Payments

Increased heating bills due to disrepair, paying for alternative accommodation, take away meals, or for cleaning and carrying out repairs where MTVH has failed to meet its obligations. Customers may be required to provide evidence of any subsequent costs to ensure the correct level of compensation is applied.



3. Discretionary Payments

Poor complaints 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 targets response time, such as missing a repair appointment where we have failed to attend.

3.3 Non-Payment of Compensation

MTVH will not consider compensation when:

- All statutory and contractual obligation have been fulfilled
- Loss or damage is caused by a third party not contracted to MTVH e.g. A family member or neighbour of the customer
- Access was unable to be gained to carry out a repair by MTVH colleague/contractor, or service failure is due to extreme weather conditions e.g., 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 the contractual responsibilities for repairs
- An incident has been reported in a reasonable timescale
- Any loss or damage is due to unauthorised alterations to the property

3.4 Calculating Compensation

Reason for payment	Where we fail to give the expected service	Low failure Starting from:	Medium Failure Starting from:	High Failure Starting from:
Failure of Service	We didn't complete repairs when we said we would The customer received a poor service from us The customer had to move out of their home whilst we redeveloped it Customer can't use a room(s) whilst we complete major repairs Loss of amenities at fault of MTVH such as heating, hot water, power, etc.	Apology	£51	£151
Time and Trouble	Expended unnecessary effort communicating with MTVH Unnecessary stress and inconvenience caused by MTVH Individual circumstance such as vulnerability and disability Customers own actions in resolving issue	Apology	£51	£151
Poor Complaint Handling	Where we have not met our own complaint policy Poor communication Failing to respond to a communication Incorrectly investigating a complaint	Apology		
Reimbursement	In the event MTVH causes loss or damages as part of any action taken. Evidence will be required	Reimbursed up to £300, losses greater will be considered by the insurance team		



Missed Appointments	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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3.5 Our Remedies

We may remedy a complaint jointly, using compensation and/or other practical solutions, with the agreement of our customers to comply with a flexible approach.

These other solutions may include:

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

4 Customer Responsibilities

We encourage our customers to take out contents insurance to cover their belongings and decoration against accidental damage, loss, fire, or flood.

In our efforts to treat all our customers fairly, customers must provide MTVH and our insurance company with the relevant evidence when claiming compensation for damages to 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

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

Customers should immediately tell the police about any loss or damaged caused by suspected criminal activity and request a crime reference number, CAD number and provide us with the details.

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

5 Compensation Claims

Compensation claims should be made within 28 days of the incident taking place and, no later than 6 months after.

When an offer of compensation is made, we ask our customers to respond within 28 days. Customers will receive an Offer of Acceptance Form which includes confirmation on how to accept the payment. If any customers are taking further advice or, awaiting further communications, please let us know there will be a delay.



Once we receive a customer's final response, we will aim to make the payment within 28 days via BACS. If the customer is in arrears, and the arrears are not due to be paid by Housing Benefit or Universal Credit, we will usually credit any compensation or other payments to their rent account.

If we do not receive a customer's final response within 6 months, we will withdraw the offer and close the claim.

We encourage customers to make claims for damages to home contents in line with their own insurance policy.

6 How to contact us

To make an enquiry for compensation following a complaint raised, customers can contact their dedicated complaint handler or at customercare@mtvh.co.uk.

Complaint handlers will respond within 3 working days.

7 Legal/Regulatory Context

Land Compensation Act 1973 Home Loss Payments section 29(1)

8 Our commitment to Equality, Diversity and Inclusion

MTVH work within the confines of our Equality & Diversity Policy, and ensure we are compliant with the Equalities Act 2010, and where necessary reasonable adjustments will be made. MTVH will apply fairness, accessibility and transparency, and are committed to promoting equality of opportunity to ensure all our residents are treated fairly.

9 Key Policy Information

Procedure Owner	Director of Central Customer Services
Author	Policy Team
Approved by	Customer Services SLT
Effective from	DATE 23/02/2021
Approach to review	This Policy & associated Procedures will be reviewed every 3 years or sooner if legislation, regulatory changes or operational need require an earlier review. Any amendments will be appropriately consulted on and signed off before being clearly communicated to customers and colleagues.
Latest next review date	3 YEARS AFTER EFFECTIVE DATE