

Customer Remedies Policy

1 Purpose

Our culture is customer driven, and our customers are at the forefront of everything we do. We believe everyone should have a home and the chance to live well. On occasion, we may fall short of this expectation. This policy sets out fair and proportionate remedies we provide in response to complaints where we have not met our published service commitments, and service failure has been identified.

We have a range of proportionate remedies to balance the detriment we may have caused by not delivering on the service we are committed to. This includes both non-financial remedies and financial compensation.

Financial compensation may not be appropriate in all cases, and no two cases will be the same. We will offer the right level of redress, to ensure that we have put things right for our customers.

2 Scope & Definitions

This policy and the accompanying procedure apply to:

- All customers who live in our properties, regardless of tenure
- All customers who receive services provided by us
- Former customers, new applicants, and third parties who have been impacted by our service failure
- All colleagues and stakeholders/ partners commissioned by us

We consider detriment to be any potential injury, loss, damage, or disadvantage that has occurred due to our service failure.

3 Remedies

3.1 What we mean by a remedy

If we have fallen short of our service standards, a remedy will be a suitable method of addressing any customer detriment. Our approach to remedies is aligned to the Housing Ombudsman Service (HOS) and mirrors their principles:

- **A fair resolution**

We will treat each case individually, considering any vulnerabilities of our customer and their household. We will ensure that the outcome is fair when considering individual circumstances and detriment. The remedy will be proportionate to the severity of the service failure and will consider the impact of the action, or lack of action caused to our customers.

- **Put things right**

Our remedy will set out the action and any redress that will correct the level of service failure caused. MTVH will use a range of remedies for our customers, including financial compensation.

- **Learn from outcomes**

We will use the feedback received from our customers who raise complaints, to look beyond individual circumstances.

A part of our remedy may create changes to our policies, procedures, and systems. Further remedies may be more specific to individuals and teams. These may lead to training for colleagues to ensure they are aware of the impact on our customers and coaching to prevent the service failure being repeated.



3.2 Remedies we can make

For each complaint we receive, we will place our customer back into the position they would have been in before the service failure took place. If this is not possible, or personal detriment has been caused, we will consider remedies that are appropriate including, financial redress.

3.3 When we will use an apology

We will always be empathetic to our customer's situation and apologise for the way we make our customers feel, even when we have identified through our investigation that no service failure has occurred. In some circumstances when we identify a service failure, an apology may be the only remedy required.

Our apology will always be included in the written response to the complainant once it has been resolved at either Stage 1 or Stage 2.

3.4 Actions we will take

As part of our complaint investigation, we will always consider whether a 'practical action' must take place to remedy the cause of the complaint. Each case will be different, and the same resolution will not be appropriate for every complaint received. Below are example actions that we may take:

- Commit to/refrain from undertaking works, for example to a property and its communal areas
- Complete/not complete any contractual obligations between MTVH and our customers, for example sending a service charge statement
- Exercise/not exercise any rights between MTVH and our customers for example, managing unreasonable behaviour
- Take reasonable steps to put things right within MTVH's control and legal power, for example changing decisions relating to our services, or doing something different to recognise the impact on our customers.

3.5 Colleague Training

By learning from our complaints, we will on occasion, identify that a team or individual are the root cause of the service failure. When this is identified, feedback will be provided to the line manager who will address the matter to prevent a recurrence.

3.6 Senior Management Complaint Review

Where a complaint investigation identifies exceptional customer impact, or service failings; a senior management complaint review will take place. This will identify learnings, making recommendations for improvement to prevent recurrence. This review will also agree a suitable remedy for the complaint which may be outside of this policy.

3.7 Other Remedies

It may not always be appropriate that the set remedies listed above resolve our customer's situation. MTVH colleagues will use their discretion and expertise to find a suitable alternative which is tailored to the individual needs and requirements of our customers. For example, MTVH may commit to redecoration works, rent and service charge reductions, or non-financial payments such as vouchers, chocolates, and flowers.

3.8 Remedies we cannot make

We will not always be able to provide the remedies our customers may ask for or expect. These include:

- Sharing with our customers the specific action we may take against colleagues



- An adverse effect caused to other customers for example, we would not remedy a complaint by providing a higher priority of a property that would be unfair to other customers
- Loss of wages and annual leave whilst MTVH is undertaking repair works. These may be considered under our compensation guidance if there are aggravating factors such as reoccurrence of missed appointments
- Suggested remedies that we perceive as unreasonable or disproportionate

4 Compensation

4.1 Financial payments

We will consider compensation payments under three circumstances: Quantifiable Financial Loss, Unquantifiable Financial Loss, and Financial Redress.

- **Quantifiable Financial Loss** – Where our customer has incurred extra costs because of a service failure. For example, increases to utility bills. We may request evidence to ensure we provide the correct level of payment.
- **Unquantifiable Financial Loss** – Where our customer has incurred considerable financial loss that is difficult to quantify. This will be considered on the balance of probabilities, and we may ask for evidence to support the claim.
- **Financial Redress** – To recompense the impact of poor customer service and the individual impact this may have caused.

4.2 Financial Remedies

Where it is acceptable that a financial payment is the correct remedy, we will provide compensation. This will be confirmed in the written response under the below headings and is part of our compensation decision making process.

- **Distress and Inconvenience** – We will consider the effect on the customer and their family that has led to their complaint including, the use of their home, their health, mental well-being, and the inconvenience suffered due to our failure. The amount of compensation offered will not be a conclusive loss as we may not be able to quantify this; it will be in recognition of the distress and inconvenience caused by the actions / lack of actions from MTVH.
- **Time and Trouble** – We understand that pursuing a complaint incurs personal time and trouble. We will consider the cumulative adverse effect on our customer whilst pursuing the complaint, assessing whether our actions have been reasonable, timely, and compliant with the Housing Ombudsman Code.
- **Reimbursement** – Where MTVH has failed to deliver a service/caused knock on effects that led to damage to property/decoration, or loss of personal belongings; the complaints process can reimburse for quantifiable losses up to £300. For losses above £300, our customer will be signposted to MTVH's insurer Zurich to pursue a claim against our Public Liability.
- **Poor Complaint Handling** – We will consider financial redress for poor complaint handling where we have failed to deliver against the Housing Ombudsman Code. This will be in relation to administration of the complaint for example, not acknowledging the complaint within the timescale, where MTVH has caused unnecessary complaint extensions within our control. We will also consider the management of the complaint journey for example, not providing regular contact, missed issues, or lack of accountability.

4.3 Where we will not consider Financial Redress

We will not be able to offer financial redress for certain situations. These include:

- Loss or damage when caused by a third party not contracted by us



- When all statutory and contractual obligations have been met by MTVH
- When we are unable to gain access to complete a repair by a contractor or MTVH colleagues, or where failure is due to extreme weather, for example flooding
- When we do not hold contractual responsibilities for repairs. These may be completed by a third-party managing agent
- When the incident has not been reported in a reasonable timeframe
- When loss or damage is due to unauthorised alterations to a property and boundary
- Customers home contents are lost, stolen or damaged through no fault of ours (customers are encouraged to have home insurance)

4.4 Rent Debt

When financial redress is appropriate; if there are outstanding debts on our customer's account through no fault of MTVH, these payments will be offset against the arrears on the customer's account before any financial redress is offered directly to our customer. Reimbursements under quantifiable financial loss and unquantifiable financial loss will still be paid directly to the customer regardless of any debt.

Our customers who receive Housing Benefit payments, will also receive financial compensation direct to their own accounts rather than having their rent account credited.

4.5 Calculating Financial Redress

When assessing financial redress each under Distress and Inconvenience, and Time and Trouble; we will always consider what is fair when reviewing personal detriment, impact, and aggravating factors. Based on these factors, we provide an objective financial offer following our investigation when resolving a complaint. Personal factors are considered from our understanding, determined by the impact on our customer. We therefore do not publish our minimum and maximum awards as this makes a process too rigid when personal factors need to be considered.

See **Appendix A: Financial Redress Tariff** for more information about how MTVH determines the severity of service failure.

4.6 Escalation to Stage 2

Stage 2 is the final part of our complaints process. This review will be independent from the Stage 1 process and does not guarantee the same financial redress will be awarded. The amount offered may be less than, more than, or stay as was offered at Stage 1.

4.7 Compensation Claims

Compensation claims must be made as soon as possible following the incident taking place and no later than 12 months.

When we offer compensation, we ask our customer to respond as quickly as possible. Our complaint response confirmation will include how our customer can accept the compensation payment.

If any customers are taking further advice or, awaiting further communications, please let us know there will be a delay where possible.

Once we have received confirmation of the account details, 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 compensation offer and close the claim.



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

4.8 How to contact us

To accept an offer of compensation following a complaint raised, our customers can complete the online [Accept Compensation from a Complaint Form](#). Customers who are corresponding by letter can accept offered compensation by writing to their dedicated Complaint Coordinator.

5 Background Legislation

- Land Compensation Act 1973
- Home Loss Payments section 29(1)
- Regulator of Social Housing Consumer Standards
- Social Housing Act 2023
- Latest version of the Housing Ombudsman Code

6 Our commitment to Equality, Diversity, and Inclusion

We 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. We will apply fairness, accessibility, and transparency, and are committed to promoting equality of opportunity to ensure all our customers are treated fairly.

An Equality Impact Assessment has been completed for this policy and ongoing monitoring of our customers' protected characteristics will be completed to identify any adverse impact and future actions. This is retained by our Policy Team.

We can provide a reasonable adjustment to support your understanding as set out in the Equality Act 2010. By contacting either your dedicated Complaint Handler, Local Housing Manager (LHM), or telephoning our Customer Services Team, we can provide information in alternative formats and adapt our communication method where possible.

7 Key Policy Information

Policy Owner	Director of Customer Experience
Author	Head of Customer Voice, Senior Customer Care Manager
Approved by	Customer Services SLT
Effective from	November 2024
Approach to review	This Policy & associated Procedures will be reviewed as required by the owner for changes in legislation, regulation, and operational need. Any amendments will be appropriately consulted on and signed off before being clearly communicated to customers and colleagues. Next expected review is 5 years from the 'Effective date' of this document.
This is a controlled document maintained and accessible via MTVH's intranet, The Hub. When viewed outside of the intranet, this document should be checked against the master copy held by MTVH to verify that it is the current version, or it shall be considered uncontrolled.	

Appendix A: Financial Redress Tariff

Customer Impact	Distress Inconvenience	Time and Trouble	Poor Complaint Handling	Missed Appointments	Reimbursement
Low	Apology - £100	Apology - £100	Poor Complaint Handling can be paid for two separate reasons. This can be the administration of the complaint, or around the management of the complaint.	Missed Appointments will be determined by personal impact whilst considering aggravating factors.	We will provide refunds for quantifiable financial loss, such as damaged goods, loss of earnings etc. Over £300, the customer is signposted to MTVH insurers.
Medium	Apology - £250	Apology - £250			
High	Apology - £500	Apology - £500			
Exceptional	There are exceptional circumstances where there has been considerable adverse impact on customers. These cases will be reviewed by exception outside of our usual tariff.				
Impact on our customer					
Low	The impact was minor, short in duration, no significant effect on the customer, minimal service failure caused by MTVH, caused minor emotional distress.				
Medium	A service took significantly longer than expected to deliver, leading to an adverse effect on our resident, clear detriment caused by MTHV's negligence, but no permanent impact.				
High	Substantial impact on our customer or their property and/or emotionally, either short or long term.				