EDEN HOUSING ASSOCIATION LIMITED

REMEDIES AND COMPENSATION POLICY

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This policy applies to Eden Housing Association and all its wholly owned subsidiaries, including Mitre Housing Association

1. POLICY STATEMENT

Eden Housing Association is committed to resolving complaints fairly, promptly and in line with the Housing Ombudsman's Complaint Handling Code. Where service failures occur, our primary aim is to put things right at the earliest opportunity. We acknowledge that when these standards are not met residents or other customers can be impacted by stress and inconvenience or suffer loss as a result of our action or inaction.

This policy sets out the fair and proportionate remedies we provide in response to instances where we haven't met our published service commitments, and service failure has been identified. We believe that providing redress should restore a person to the position they would have been in had the service failure not happened, and in doing so we are guided by the Housing Ombudsman's Remedies Guidance to ensure our approach is fair, proportionate, and consistent with sector expectations. In doing this we will engage with, listen to and place people using our services at the heart of our decision-making processes.

We have a range of remedies to balance the detriment we have caused, this includes both non-financial and financial compensation. Where financial compensation is awarded, we will ensure that each case is considered on its own merits and that discretion, common sense and consistency is applied.

We will make reasonable adjustments necessary to ensure all residents are able to access the remedies and compensation process.

2. POLICY SCOPE

We consider detriment to be any potential injury, loss, damage or disadvantage that has occurred due to our service failure or that of a third party (contractor) working on our behalf.

This policy applies to:

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

For the purposes of this policy *Customer* means any person receiving or seeking a service from EHA, including tenants, residents, leaseholders, shared owners, garage licensees, former residents, applicants and other service users and *Resident* refers specifically to a person occupying a home managed by EHA.

3. REFERENCES

Internal

- Compliments, Complaints and Feedback Policy
- Repairs and Maintenance Policy
- Disrepair Policy

External

- Landlord & Tenant Act 1985
- Homes (Fitness for Human Habitation) Act 2018
- Housing Act 1985
- Housing Act 1988
- Equality Act 2010
- Human Rights Act 1998
- Social Housing (Regulation) Act 2023
- Housing Ombudsman Complaint Handling Code
- RSH Transparency, Influence & Accountability Standard
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- The Housing (Compensation for Improvements) Regulations 1994
- Land Compensation Act 1973 as amended by the Planning Act 1991
- Housing Ombudsman Service – Remedies Guidance

4. POLICY CONTENT

This policy outlines the approach we will take to provide redress. It provides a framework to ensure that remedies and compensation payments are fair, proportionate and reflect Value for Money.

Remedies and compensation will be considered at all stages of the complaints process, in line with the Housing Ombudsman's Complaint Handling Code. Compensation and remedies will be explicitly considered and, where appropriate, included within all Stage 1 and Stage 2 complaint responses. Each response will clearly set out whether compensation has been considered, whether it is appropriate, and the rationale for the decision.

4.1 What do we mean by a remedy

If we have fallen short of our service standards, a remedy will be a suitable method of addressing 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. 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 those affected.

Put things right - our remedy will set out the action and any redress that will correct the level of service failure caused.

Learn from outcomes - we will use the feedback received from complaints, to look beyond individual circumstances.

All remedies will be considered in line with the Housing Ombudsman's principles and compensation ranges. Where we deviate from these ranges, we will clearly explain our rationale to ensure transparency and fairness. All decisions relating to remedies and compensation will be clearly explained. This includes how the decision was reached, what factors were considered (including impact and vulnerability), and how the outcome aligns with Housing Ombudsman guidance.

4.2 Remedies we can make

In each instance we will place our resident or 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, *(considerations that help us to decide appropriate remedies can be found in appendix 1a).*

Apologies - we will always be empathetic to an individual's situation. Where no service failure has occurred, we may still acknowledge the individual's experience and apologise for any upset or frustration caused by the situation. In some circumstances when we identify service failure, an apology may be the only remedy required *(details of what should be included within an apology can be found in appendix 1b).*

Review of our policies, procedures and systems - a part of our remedy may create changes to our policies, procedures, and systems as they do not provide adequate guidance for staff in a particular area, or that they are ambiguous and provide conflicting, out of date information.

Staff Training - we may find that although we have the appropriate policies, procedures and systems in place, staff are not familiar with or are not applying them correctly. To address this staff training will be provided to build skills, confidence and knowledge, the training will also focus on making staff aware of the impact the service failure has to prevent a re-occurrence.

Financial Compensation – falls into several categories, mandatory, quantifiable/ unquantifiable, non-provision of services and discretionary. Our compensation calculations are based on what is fair in the circumstances of the case, taking into account Housing Ombudsman remedies guidance, including suggested financial ranges for different levels of impact *(factors we take into account when deciding the overall amount can be found in appendix 1c)*. Compensation will normally be paid to the affected individual, unless there is a legal basis for payment to an authorised representative.

Other remedies - our staff will use their discretion and expertise to find a suitable alternative remedy which is tailored to individual needs and requirements and may fall under non-financial remedies or good will gestures (eg we may commit to redecoration works, rent and service charge reductions, or gestures such as vouchers, chocolates, flowers).

While discretion may be applied when determining remedies, decisions must remain consistent with this policy and the Housing Ombudsman's guidance. All decisions must be clearly recorded, justified, and subject to appropriate oversight to ensure fairness and consistency.

Remedies not covered by this policy – These exclusions will not prevent the consideration of compensation where there has been a service failure by EHA. Each case will be assessed on its individual merits.

- Claims for personal injury
- Problems caused by a third party <u>not</u> working for the landlord
- Claims that would normally be dealt with by our insurers
- Claims covered by EHA's liability insurance
- Claims that should be covered by a home contents insurance policy, this includes damage through flood or fire to a resident's belongings such as, but not limited to floor coverings, furniture, computers, personal items and decoration etc
- Where a matter is subject to active legal proceedings, compensation issues relating

directly to those proceedings will normally be dealt with through the legal process.

- The loss or damage was caused by a resident, household member, leaseholder, owner occupier, private landlord or visitor (this list is not exhaustive) and includes failure to report a repair promptly or keep an appointment
- The loss or damage was unforeseeable and caused by a third party with no connection to EHA
- Possessions are lost, stolen or damaged through no failure of EHA
- Items which have been unavoidably damaged by improvement works, such as when the installation of central heating has unavoidably left holes in flooring to accommodate pipework (*discretion may be applied in exceptional circumstances for example where damage has been caused that was unexpected or not clearly explained to the resident*)
- The damaged items were removed or replaced before EHA had inspected them
- Service failure or damage is the result of extreme or unforeseen conditions such as weather
- Loss of the supply of gas, electricity or water that is out of EHA's control.

Residents should ensure that they have sufficient home contents insurance to cover damage to their belongings. Compensation is not intended as a substitution for home contents insurance. The existence or absence of insurance will not automatically prevent compensation being considered where loss results directly from service failure.

In all cases where remedies are applied, we will consider what has gone wrong and identify actions to prevent recurrence.

This may include service improvements, staff training, or policy updates. We will communicate learning outcomes where appropriate.

4.3 Financial Compensation

All compensation calculations are based on what is considered fair in the particular circumstances of the case. Residents are encouraged to raise issues as soon as possible; however, all claims will be considered on their individual merits regardless of when they are raised.

Our approach to financial compensation aligns with the Housing Ombudsman's published remedies guidance (April 2026). Compensation awards will normally fall within the Ombudsman's recommended ranges unless there are exceptional circumstances which justify a higher or lower award. Where compensation is agreed, payment will normally be made within 20 working days of agreement.

We will consider financial compensation in the following circumstances:

- Mandatory payments
- Quantifiable/Unquantifiable loss payments
- Non provision of specific services
- Discretionary payments

Compensation may also be awarded as part of a response to a Complaint, (*guidance on financial redress can be found in appendix 1*) these figures are a guide only and may be increased where the circumstances or impact justify a higher award. The financial ranges associated with each impact level are informed by Housing Ombudsman guidance and are intended to ensure consistency, transparency, and fairness. When considering financial redress in relation to a Complaint we consider the impact on the individual under the following headings:

Minimal Impact – The impact was short in duration, resulting in minimal inconvenience and did not affect the overall outcome for the resident

Low – The impact was minor, short in duration, no significant effect on the resident, minimal service failure caused and 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 EHA's negligence, but no permanent impact

High – Substantial impact on our customer or their property and/or emotionally, either short or long term

Exceptional – There are exceptional circumstances where there has been considerable adverse impact on customers.

If the resident owes money to EHA then compensation will not automatically be credited directly to their account, this will be agreed with the resident on a case-by-case basis. We will not offset a compensation payment against a debt where it would not be fair to do so, for example where our service failure has caused the arrears in the first place, or where the resident has incurred additional 'out of pocket' expenses as a direct result of our actions or inactions.

Mandatory Payments

We are obliged to award compensation under:

Improvements - Assured Tenants leaving EHA who have completed qualifying improvements after 1st April 1994.

Assured tenants may claim compensation for improvements that they have carried out to their homes when they are leaving. Prior permission from EHA must have been obtained for a 'qualifying improvement' and residents can claim for the cost of materials and labour but not for appliances or their own labour. The amount paid can be up to £3000, claims under £50 will not be considered.

Payments will be adjusted for undue wear and tear or if any defects to the improvement exists at the end of the tenancy. Compensation is worked out based on the notional life of the improvement, divided by the cost of the improvement, minus the number of years left for example:

- Improvement costing £500
- Notional life of the improvement is 10 years, and the resident is moving out after 2 years
- £500 divided by 10 years = £50 per year
- 2 years = £100
- £500 minus £100 = £400 compensation

Any claims for compensation for improvements must be made in writing between 28 days before the end of tenancy or up to 14 days after the tenancy has ended. Residents must be able to provide the original receipts or proof of financial transactions to be eligible for the compensation - where evidence is not available, we will assess claims on the balance of probabilities. The improvement must still be in good condition and full working order. A full list of 'qualifying' improvements is available in **Appendix 1d.**

Statutory Home Loss Payment and Disturbance Allowance - Where a resident is required to move permanently by EHA, compensation will be paid in accordance with the statutory Home Loss Regulation. This amount is set out in section 30 of the Land Compensation Act 1973 and is reviewed annually. It is in addition to reasonable compensation for disturbance and is only payable to secure or assured tenants who have held their tenancy for at least 1 year. The payment will only be made once the permanent move has taken place and any monies owed to EHA can be deducted beforehand dependent on the circumstances.

Decanting is the term used to explain the process when residents are required to move from their homes due to works being carried out that cannot be carried out whilst they are in residence. This includes when a resident has to move because their home is due to be demolished or disposed of, and when extensive structural or intrusive works are required. Decants can be separated into two different types.

- **Permanent Decant** – when the resident is required to move out of their home and there is no intention for them to return.
- **Temporary Decant** – when the resident is moved out of their home to enable works to be carried out and the intention is for them to return. When deciding whether to temporarily decant someone, factors such as the length and extent of the disruption, the cost, household formation, and the residents' wishes should all be considered.

Residents may claim Disturbance Allowance for the actual costs and reasonable expenses that occur as a direct consequence of a decant. Residents will be required to produce written estimates from reputable contractors, claims may include, payment for removals, disconnection and reconnections and redirection of mail - where evidence is not available, we will assess claims on the balance of probabilities.

Disturbance allowance may be made whether the move is permanent or temporary. It may not be claimed if the temporary move is a result of a fire or flood as the resident's home contents insurance would be expected to cover such costs.

No compensation is payable for major improvement works when an alternative/suitable decant property has been offered and refused by the tenant.

Disrepair Claims - compensation awarded to residents from Disrepair Claims under the Pre-Action Protocol for Housing Conditions Claims will be calculated using the prescribed formula (see Disrepair Policy for details).

Quantifiable loss payments

These are costs which have been reasonably incurred by a resident which would not have been necessary if the service failure had not occurred for example:

- additional heating where we have failed to repair or provide an alternative means

- decorating costs after repairs where ‘make good’ works have not been adequately completed
- costs associated with provision of alternative accommodation or take away food
- costs associated with cleaning or carrying out repairs where we have failed to meet our obligations
- Damage to property which has occurred as a direct action or inaction of EHA and it would not be reasonable to expect the damage to be covered by home contents insurance

In these instances, costs must have been reasonably incurred and evidence of such loss provided if possible - where evidence is not available, we will assess claims on the balance of probabilities.

Unquantifiable loss payments

Sometimes it’s apparent there has been a significant financial loss to the resident because of our service failure however it’s not always possible to quantify this. It is reasonable to ask the resident to provide evidence but there may be times where no evidence is available.

In such instances we must satisfy ourselves that, on the balance of probabilities, a resident has suffered financial loss but has not been able to evidence this and it is not possible to provide a reasonable estimate. In this situation we would pay an amount in recognition of the fact that the resident has incurred costs which would not have arisen had it not been for our service failure.

Non - provision of specific services

In all cases where awards of compensation for non-provision of specific services are made, we must hold compelling evidence which leads us to conclude that the impact resulted from our service failure.

Loss of heating and hot water - we must be satisfied the resident has experienced a loss of heating and/or hot water within their individual property resulting from our service failure for example, we were made aware or should have reasonably been aware of the loss of service but failed to restore it within relevant and/or reasonable timescales.

We will not award compensation where we have failed to restore the heating to the property but have provided a reasonable, alternative heating supply.

Loss of power - we must be satisfied that the resident has experienced a loss of power within the individual property resulting from our service failure for example, we were made aware or should have reasonably been aware of the loss of service but failed to restore it within relevant and/or reasonable timescales.

Where a loss of power also affects heating and/or hot water provision, compensation will be awarded for both loss of power and heating and/or hot water. Compensation for additional loss or costs caused by a loss of power will also be considered for example:

- Perishables
- Loss of cooking facilities, and the associated cost of purchasing ready prepared food

Compensation will not be awarded where the loss of power was due to planned works and reasonable notice was provided, and works were completed to time.*

Missed appointments - to award compensation in this instance we must be satisfied that our resident was required to attend a pre-arranged appointment, whether at the property or otherwise, and the appointment was missed due to our failing. For example:

- The appointment was missed without any notice given to the customer
- We or our representatives attended the property, but did not comply with pre-agreed reasonable adjustments therefore the appointment could not take place
- The appointment could not go ahead as we or our representatives were unreasonably late, usually by 2 hours or more, and the resident could not facilitate the later appointment time

Compensation will not usually be awarded where we were unable to attend the appointment for good reason. For example, staff sickness or parts not being available as expected, and reasonable notice, usually of 24 hours or more, was given to the resident.*

Loss of use of the property

Where service failure has led to the loss of part or all of the property for example rooms being substantially impaired, (meaning they could not be used for their intended purpose) we will consider the award of compensation taking account of evidence or opinions from qualified experts, for example surveyor, environmental health reports, our own records and/or photographic evidence.

When deciding an appropriate level of compensation, we'll consider the level of rent charged as a financial benchmark for the loss of use. We'll consider whether there are any mitigating or aggravating factors which might affect the level of compensation awarded, (*details of relevant spaces and compensation awards based on rent charged can be found in appendix 1e).*

Non-provision of a service where a service charge is paid – set amounts of compensation for loss of heating, hot water, and power will not apply where these services are paid through service charges (fixed or variable). In these cases, compensation will usually be determined by the level of the service charge.

Discretionary payments

Discretionary payments or gestures may be made where there has been avoidable inconvenience, distress, detriment or other unfair impact due to our service failure for example:

- Delays in providing a service eg undertaking a repair
- Failure to provide a service that has been charged for
- Temporary loss of amenity
- Failure to meet target response times
- Failure to follow policy and procedure
- Unreasonable time taken to resolve a situation
- Failure to provide clear communication

These payments are typically around £50, however may be exceeded where the impact on the resident justifies a higher award.

4.4 Recognising the adverse effects on our residents

When deciding the most appropriate way to recognise the adverse effects on our resident we will consider the following:

Distress and Inconvenience – we will consider the effect on the resident and their household members including, the use of their home, their health, mental well-being, and the inconvenience suffered due to our failure. When assessing the impact of the distress we take into account:

- the severity of the situation
- the length of time involved
- any disabilities or particular vulnerabilities of the resident
- any other relevant factors

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 our actions/lack of actions.

Time and Trouble – we understand that pursuing a complaint/service failure incurs a certain amount of time, trouble and minor costs such as phone calls etc therefore we must consider if the time and trouble incurred by the resident was significantly more than would be reasonably expected.

Poor Complaint Handling – we will consider financial redress where we fail to meet the requirements of the Housing Ombudsman Complaint Handling Code. This includes, but is not limited to, delays, poor communication, failure to address all complaint issues, or failure to follow our complaints process.

When determining remedies and compensation, we will explicitly consider any known vulnerabilities and assess whether these have increased the impact of the service failure. We will identify whether vulnerabilities were identified and how these influenced the outcome, this ensures fair and person-centred decision making.

4.5 Aggravating and Mitigating Factors

Aggravating factors - we will also recognise the fact that the emotional impact experienced by an individual resident is unique to them. Not all residents will experience the same emotional impact in response to the same instance of service failure. This might be due to their circumstances, or as a result of a vulnerability ('aggravating factors'). Consideration of any aggravating factors may justify an increased award to reflect the specific impact on the resident.

Examples of aggravating factors might include:

- Residents' mental health condition (for example mishandling of ASB aggravates existing condition)

- Residents with young children (for example an extended period in temporary accommodation as a result of repair delays causes significant inconvenience and upset)
- Residents' disability (for example the daily impact of emergency decant as result of failure to comply with repairing obligations)
- Residents with responsibility for dependent with disability (for example delayed repair response could have disproportionate impact)
- Any previous history of mishandling by the landlord of the tenancy

The above list is not exhaustive, and service failure may include elements from more than one category. In summary, deciding the compensation that should be paid in an individual case will be a judgement based on the individual elements of the case and any aggravating/mitigating factors.

Mitigating Factors - we also consider any extent to which the resident's actions might have contributed to the situation in which they found themselves, in other words whether they exacerbated or failed to minimise the impact. Equally, the resident may have been proactive in seeking to minimise the impact of the situation on them. All these factors may mitigate or minimise the level of award ('mitigating factors').

Examples of when the residents own actions mitigate the extent of the compensation being considered might include:

- Failure to communicate clearly with us
- Failure to bring individual matters to our attention within reasonable timeframe
- Refusing help to make coherent complaint
- Failing to respond to contact from us
- Repeatedly refusing to allow us access to inspect the property and assess the extent of works needed (where relevant)
- Pursuing a complaint in an unreasonable or excessive way

5. RESPONSIBILITIES

The Director of Operations retains overall responsibility for this policy however all managers are responsible for the implementation ensuring that associated monitoring, staff awareness, training, policy development and communication to customers is undertaken.

6. EQUALITY IMPACT ASSESSMENT (EIA)

Eden Housing Association is committed to ensuring that no person or group of persons will be treated less favourably than another person or group and will carry out its duty with positive regard to the following core strands of equality:

- Disability
- Gender reassignment
- Race
- Sexual Orientation
- Religion or belief
- Marriage or civil partnership
- Sex (gender)
- Age
- Rurality

- Pregnancy or maternity.

A copy of the Equality Impact Assessment can be found in **Appendix 2.**

7. TENANT ENGAGEMENT IMPACT ASSESSMENT

A copy of the Tenant Engagement Impact Assessment can be found in **Appendix 3.**

8. HEALTH AND SAFETY POLICY REVIEW ASSESSMENT

A copy of the Health and Safety Policy Review Assessment **Appendix 4.**

9. MONITORING & REVIEW

This policy will be kept under regular review and will be amended to take account of any regulatory changes and Corporate Policies.

Monitoring results will be used by EHA to inform future policy reviews in this area. All reviews will consider whether:

- the policy offers value for money
- the policy outcomes meet the needs and aspirations of our residents
- the policy adheres to legislative and regulatory requirements and reflects current good practice

- We will maintain a clear audit trail of all compensation decisions. Regular monitoring will include analysis of compensation awards, trends, themes, and learning outcomes to ensure consistency and continuous service improvement

Appendix 1

Remedies and Compensation Guidance

1a Key considerations for appropriate remedies

Considerations to assist us in deciding what is an appropriate remedy may include (but is not limited to) the following:

- Has the resident/customer been adversely affected by our actions or omissions? If so, how and over what period of time?
- What other impact has there been on them e.g. distress or inconvenience, time and trouble?
- Are there any disabilities or vulnerabilities which meant that they were more adversely affected by our failings?
- Were there any other circumstances which meant that the circumstances of the service failure were more detrimental than to someone else?
- Is it possible to restore the resident/customer to the position they would have been in but for our failure? If not, what remedies are needed to put matters right?
- Are there any wider outcomes to the service failure? What could EHA do to reduce the likelihood of a similar situation arising in the future?
- What does the resident/ customer want EHA to do to resolve their complaint/service failure?
- Is there an actual quantifiable financial loss? Have costs been incurred for the individual as a result of what happened?
- Did the residents actions or inactions, or those of a third party (for example a residents advocate), contribute to what happened in the case?
- What remedy would be proportionate, appropriate and reasonable in the circumstances of the case?

1b An apology should

- Be personal and written specifically for the resident/ customer, addressing them directly
  - should avoid using standard words or phrases that can appear impersonal and lack empathy
- Acknowledge the service failure
- Accept responsibility for it
- Explain clearly why it happened acknowledging the impact on the resident
- Express sincere regret
- Explain what is being done to put things right and the appropriate remedy
- Use meaningful and active language avoiding words such as ‘if’, ‘but’, ‘however’, and ‘any’ wherever possible as this can shift blame such as “we are sorry for any faults that you feel may have happened, but we were waiting for a response from our contractors”
- Include what the organisation has learned from the complaint (if dealing with Formal Complaint)
- Where appropriate, include assurances that the same failure should not occur again and set out what steps have been taken to ensure this

1c Key considerations for Financial Compensation

Compensation calculations are based on what is considered fair in the circumstances of the case:

- Actual, proven financial loss sustained as a direct result of service failure
- Avoidable inconvenience, distress, detriment or other unfair impact of the service failure
- Some compensation awards are mandatory, in these instances we will follow relevant set figures/guidance.

Factors we may take into account when deciding the overall amount include:

- The duration of any avoidable distress or inconvenience
- The seriousness of any other unfair impact
- Actions by the resident or the landlord which either mitigated or contributed to actual financial loss, distress, inconvenience or unfair impact
- Level of rent or service charges

1d Right to Compensation for Improvements

Compensation for Improvements will only be paid where the costs of the following works have been fully borne by the resident and not if the work was grant funded.

Notional Life (years)	Improvement carried out
12	Bath or shower
12	Wash hand basin
12	Toilet
10	Kitchen sink
10	Storage Cupboards in bathroom or kitchen
10	Work surfaces for food preparation (worktops)
12	Space or water heating
7	Thermostatic radiator valves
10	Insulation of pipes, water tank or cylinder
20	Loft insulation
20	Cavity wall insulation
8	Draught proofing of external doors or windows
20	Double glazing or other external window replacement or secondary glazing
15	Rewiring or the provision of power and lighting or other electrical fittings (inc smoke detectors)
10	Any object, which improves the security of the house, but not including burglar alarms

1e Loss of use of the property

Compensation based on rent charged (tenancies)

Service Failure may lead to the loss of use of part or all of the property. When deciding an appropriate level of compensation, we'll consider the level of rent charged as a financial benchmark for the loss of use.

Relevant Spaces - we consider the following spaces to be relevant when deciding a level of compensation based on rent charged:

- bedroom
- kitchen
- living room
- bathroom
- WC

Compensation will not be awarded based on rent for parts of the property which connect the above rooms or for exterior spaces this includes hallways, landings, gardens and balconies.

We will always consider whether there are any mitigating or aggravating factors which might affect the level of compensation awarded. This could include where a resident has occupied temporary accommodation for some of the relevant period. We will not award compensation based on rent charged where alternative accommodation was provided.

Where there's an additional impact beyond the loss of rooms, we may also consider compensation for distress and inconvenience. This may include situations where the impact on the residual living space is more profound because of the nature of the property or household circumstances.

Deciding the correct sum

The start date for compensation is the date the resident reported the issue minus the reasonable repair period. The end date is when repairs were completed.

We will use the table below to help us arrive at consistent and transparent level of compensation. This sets out the percentage we will apply per room for a calculation of compensation based on rent charged.

Room	Percentage of weekly rent
Living room	20%
Bedroom	20%
Kitchen	30%
Bathroom	30%
Bathroom where an additional WC is available	20%

Where the entire property is affected, 100% of the rent charged should be applied The calculation will not exceed 100% of the rent charged.

Compensation based on rent charged (leaseholders)

We may use 'rent charged' to calculate compensation for leaseholders, including shared owners, but this will naturally depend on the terms of the lease and the landlord's repair responsibilities. We'll base the level of compensation on information obtained through the [Regulator of Social Housing's rent calculator].

We may also consider 'rent charged', or notional rent, where a non-resident leaseholder has let the property. This will not be based on the rent charged by the non-resident leaseholder but calculated via the RSH calculator.

Our consideration of loss of use is separate to considering the individual circumstances of the impact. This will usually result in an additional compensation award

1f Summary guidance to assist when awarding financial redress

Management Team (this includes the Complaints and Resolutions Officer) have the authority to award compensation however payments (over £1000) must be authorised by a member of the Executive team. Clear records must be maintained for all approvals. Where urgent payments are required to resolve a complaint or mitigate resident impact, these may be authorised in line with delegated authority levels and recorded accordingly.

Mandatory Payments:	
Improvements: • Assured tenants may claim compensation for improvements that they have carried out to their homes when they are leaving. • Prior permission from EHA must have been obtained for a ‘qualifying improvement’ and residents can claim for the cost of materials and labour but not for appliances or their own labour. The amount paid can be up to £3000, claims under £50 will not be considered.	Payments will be adjusted for undue wear and tear or if any defects to the improvement exists at the end of the tenancy. Compensation is worked out based on the notional life of the improvement, divided by the cost of the improvement, minus the number of years left for example: • Improvement costing £500 • Notional life of the improvement is 10 years, and the resident is moving out after 2 years • £500 divided by 10 years = £50 per year • 2 years = £100 • £500 minus £100 = £400 compensation
Statutory Home Loss Payment and Disturbance Allowance: • Where a resident is required to move permanently by EHA, compensation will be paid in accordance with the statutory Home Loss Regulation.	This amount is set out in section 30 of the Land Compensation Act 1973 and is reviewed annually. It is in addition to reasonable compensation for disturbance and is only payable to secure or assured tenants who have held their tenancy for at least 1 year. The payment will only be made once the permanent move has taken place and any monies owed to EHA can be

	deducted beforehand dependent on the circumstances.	
Disrepair Claims:	Compensation awarded to residents from Disrepair Claims under the Pre-Action Protocol for Housing Conditions Claims will be calculated using the prescribed formula (see Disrepair Policy for details)	
Non - provision of Specific Services: - *These amounts are a guide and may be increased where the impact on the resident warrants a higher award*		
Loss of Heating and Hot Water: • We must be satisfied the resident has experienced a loss of heating and/or hot water within their individual property resulting from our service failure	• Apology • £15 per day for complete loss • £8 per day for loss of one service (heating or hot water)	• Where the use of a room is substantially impaired (unable to be used for its intended purpose), compensation will be based on the rent charged guidance • Where the impact on the customer is significant and exceptional, we may offer additional compensation after considering Distress and Inconvenience/Time and Trouble • We will not offer compensation for loss of heating where suitable, alternative heating is supplied. • Compensation will be offered after the end of the applicable repair timeframe.
Loss of Power • We must be satisfied that the resident has experienced a loss of power within the	• Apology • £10 per day for complete loss • £10 per week for loss of lighting	• Additional loss, e.g., perishables following a loss of electrical supply, should also be considered

individual property resulting from our service failure **These amounts are not fixed and will be adjusted where the impact is greater than typical scenarios, in line with Housing Ombudsman expectations**	only	• Where a loss of power also affects heating and/or hot water provision, compensation will be awarded for both loss of power and heating and/or hot water • Compensation should be ordered after the end of the applicable repair timeframe.
Missed Appointments: • To award compensation in this instance we must be satisfied that our resident was required to attend a pre-arranged appointment, whether at the property or otherwise, and the appointment was missed due to our failing. **Where there is a pattern of repeat missed appointments or compounded impact, higher compensation awards will be considered**	• Apology • £15 per missed appointment	• Where the impact on the resident is significant and exceptional we may offer additional compensation e.g. repeated failure to attend
Compensation for impact of other service failings: ***The matrix below can also be used when considering financial redress for Formal Complaints these figures are a guide only and may be increased where the circumstances or impact justify a higher award.***		
Quantifiable loss payments: these are costs which have been reasonably incurred by a resident which would not have been		

necessary if the service failure had not occurred, in these instances, costs must have been reasonably incurred and evidence of such loss provided.

Unquantifiable loss payments: where there has been a significant financial loss to the resident (due to our service failure) and they are unable to quantify/evidence this we must be able to satisfy ourselves that, on the balance of probabilities, our resident has suffered financial loss. In this situation we would pay an amount in recognition of the fact that the resident has incurred costs which would not have arisen had it not been for our service failure.

Discretionary gestures: may be made where there has been avoidable inconvenience, distress, detriment or other unfair impact due to our service failure, but the resident has chosen not to raise a Formal Complaint. These can be in the form of a payment or goods for example flowers or a gift voucher (typically up to £50 but may exceed this where justified by impact)

Impact on Resident	Redress	Circumstances
Minimal impact • Short duration, resulting in minimal inconvenience, time and trouble • Did not affect the overall outcome for the resident	• Apology • Learning	• There was minimal impact caused by our failings • The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact • We may have already made an offer of action/goodwill, but did not apologise for the impact of our failings, resulting in an unsympathetic approach • We may have made an offer of compensation at Stage 1 of our Formal Complaints process, which was deemed sufficient financial redress however, there remains minor failings in our handling of the complaint • An apology is sufficient to remedy what has gone wrong

Low impact • The impact was minor, short in duration, no significant effect on the resident, minimal service failure caused and minor emotional distress	• £50 - £250 (low) • Apology • Learning	• There was minor failure in the service we provided, and we did not appropriately acknowledge and/or attempt to put these right • We may have made an offer of action/compensation, but it does not quite reflect the detriment to the resident and/or is not quite proportionate to the failings identified
Medium Impact • A service took significantly longer than expected to deliver, leading to an adverse effect on our resident, clear detriment caused by EHA's negligence, but no permanent impact	• £250 - £700 (medium) • Apology • Learning	• There was a failure which adversely affected the resident • We have failed to acknowledge our failings and/or has made no attempt to put things right • We have acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.
High Impact • Substantial impact on our customer or their property and/or emotionally, either short or long term	• £700 - £1500 (high) • Apology Learning	• There was a failure which had a significant impact on the resident
Exceptional Impact	• £1,500 + • Apology	• We have made serious failings

• 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.	• Learning	• There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident • Our response to the failures exacerbated the situation and further undermined our relationship with the resident • We repeatedly failed to provide the same service which had a seriously detrimental impact on our resident, demonstrating a failure to provide a service, put things right and learn from outcomes • The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may
Decoration allowances: Can be made in instances where decoration has been affected by works. Decoration allowances can also be issued on empty homes that are being re-let, but which don't meet the minimum standard of decoration stated in our void standard. Decoration allowances will not be issued as a matter of course but may be offered at the discretion of an Officer, taking into account the condition of the property and extent of any damage caused to decoration. The payment is intended to help contribute to costs and not cover all related expenses. Decoration allowances will usually be issued in the form of vouchers which can be spent on decoration materials at B&Q. Where decoration allowances are issued on empty homes that are being re-let, the payment rate will reflect the standard rates adopted by EHA at the time for payments issued for void properties		

Appendix 2

Equality Impact Assessment (2.7.25)

Question	Response
1. Summary of aims and objectives of the policy/practice/activity	The policy sets out the circumstances under which remedies and financial redress will be awarded. • To ensure fairness and consistency when calculating compensation • To provide guidance on how and when compensation can be claimed.
2. What involvement, consultation, engagement has taken place for the policy/practice/activity (*e.g relevant groups/stakeholders*)	Refer to Tenant Engagement Assessment appendix 3
3. Who is affected by the policy/practice/activity (consider Armed Forces/Veterans)	• All residents who live in our properties regardless of tenure • All residents who receive services provided by us • Former residents, new applicants and third parties who have been impacted by our service failure
4. What are the arrangements for monitoring and reviewing the impact of the policy/practice/activity	Refer to Revision Cycle on Front Page of document

Protected Group	Is there a potential for a positive or negative impact	Action to address the impact
Disability: includes physical, sensory, neurodiversity, learning disabilities, mental health conditions / communication methods / range of support needed to participate / hearing loops or interpreters / accessibility – venue, location, transport	No	
Gender reassignment: (transgender) people should be about to disclose their gender identity without fear or prejudice	No	
Marriage or civil partnership: all couples or partners, regardless of gender, should be able to access services	No	

Pregnancy or maternity: consider flexible hours of service or project / is there access to private are for breastfeeding, milk storage etc. / returning to work considerations	No	
Race: includes ethnicity, nationality and GRT communities. Consider the size of the BME communities that your service or project affects / languages spoken and understood / culture such as hygiene, clothing physical activities, mixed gender activities	No	
Religion or belief: consider dates and times of events in relation to religious practices and festivals / the diversity within the communities that your service or project affects / prayer times, meal times, food cultural habit or belief, religious holidays such as Ramadan	No	
Sexual orientation: consider LGB+ people should feel safe to disclose their sexual orientation without fear of prejudice	No	
Sex (gender): consider the impact on different genders / childcare and dependents care / mixed or single gender groups or activities / timing of services	No	
Age: consider the way younger and older people access services differently / use of technology / childcare or dependents care / transport arrangements / venue location	No	
Rurality: consider if there is a disproportionate impact on tenants living in rural localities	No	

Question	**Explanation**	
Is it possible the proposed policy/practice/activity could discriminate or unfairly disadvantage people	No – it is our overall aim to ensure that no resident is discriminated against, or receives less favorable treatment because of a protected characteristic. In all "appropriate" circumstances, EHA will comply with a duty to provide reasonable adjustments.	
Decision	**Tick the relevant box**	**Include any justification required**
1. No barriers identified and no change required – **proceed**		No Barriers identified

2. Barriers identified towards one (or more) protected groups – **adapt or change** the policy/practice/activity to remove any barriers. This will better advance equality and/or foster good relations	N/A	
3. Barriers identified towards one (or more) protected groups – **stop.** There are adverse effects which cannot be prevented / mitigated	N/A	
4. Barriers identified towards one (or more) protected groups – no proportionate way to amend the policy/practice/activity so **proceed with caution.**	N/A	

Action (To be completed as required)

If the evaluation has resulted in Decision 4, complete a risk assessment and record on Operational Risk Register	**Date Completed:** N/A

Appendix 3

Tenant Engagement Assessment – is engagement with tenants necessary?

Impact	**Tick relevant box**	**Note any details / justification**
No Impact on current tenants – you can proceed without engagement, explaining why.		
Direct or indirect impact on current tenants. **Stop!** Identify who will be affected i.e. all tenants or a specific group.	x	Anyone receiving or requesting a service may be entitled to a remedy or financial redress.

Influence	**Tick relevant box**	**Note any details / justification**
No influence for tenants – i.e. wholly legislative – you can proceed without engagement, explaining why.		
Possible influence on areas of policy/ practice/ activity impacting on tenants – **stop. Arrange engagement with EIO**	x	Engagement carried out with • EHA Complaints Panel • Scrutiny Audit Panel
Best place for influence is the practical delivery of the policy – through procedure. Please summarise approach for procedure review		

Summary of engagement (To be completed as required)

Tenant group impacted and engaged (i.e. all/ sheltered)	Anyone receiving or requesting a service may be entitled to a remedy or financial redress.
Consultation method	Face to Face in person and via teams at meeting.
Summary of engagement	Full review of Policy, discussions with Complaints Panel, Scrutiny Audit Panel
Key themes/ implications	Feedback confirmed assurance.

If you would like some assistance to work through this engagement assessment, please contact Jenny Webb – EIO.

Appendix 4

Health & Safety Policy Review Assessment

Question	**Additional information**	
Does this policy/practice/activity address any Health & Safety practices?	No	
What is the key legislation related to this policy?		
Is the policy a control of a corporate or operational risk register? (if yes name risk)		
Tick groups/ departments who require knowledge of this policy		
	All staff	**Yes**
	ICT	
	Finance	
	Housing Options	
	Housing	
	Customer Services	
	Property	
	HR	
	Governance	
	Assisted Living	
	Contractors	
	Tenants	
Risk to tenants	**Tick the relevant box**	**Additional Information**
1. Are there additional measures required to reduce risk level to tenants.	N/A	
2. Has that risk been assessed?	N/A	
3. No Health & Safety implications	N/A	
4. Does it require tenant visibility?	Yes	If yes – upload to website

All assessments completed by:	Author: Heidi Ware Date: April 2026
All assessments reviewed by:	Reviewer(s): Executive Team Date:
Will these assessments be published?	Completed assessments are appended to each policy. Any appropriate public related policies are uploaded to the EHA website