If you need this information in another format (such as large print, audio or another language) please contact us.

0845 111 0000

Your rights to compensation

Putting things right

Contact us

www.riverside.org.uk
email: enquiries@riverside.org.uk

Customer Service Centre
24 hours a day, 365 days a year
0845 111 0000 or 0345 111 0000

You can also visit your local office
(for more details visit our website or call us)

We are happy to accept Typetalk calls
Minicom: 0845 111 7766
This leaflet outlines your rights to compensation. It explains the types of situations when you may be entitled to compensation from us and how you can apply. This is one of a number of leaflets we produce for our customers. You can find them all on our website or in our offices.

At Riverside, we are committed to providing excellent service to all our customers. We value diversity and do everything we can to make our services available to as many people as possible. This commitment to equality is at the heart of everything we do.

Are you entitled to compensation?

At Riverside we always try to provide a good service to everyone. But sometimes things don’t go according to plan.

If this has been the case and we are to blame, there are certain situations where you may be entitled to compensation from us. You should be aware however, that if you owe us any money (e.g. rent arrears) we may deduct this from any compensation you are awarded.

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Right to repair

Your tenancy agreement states that you are entitled to compensation if certain repairs are not carried out within set timescales.

You can ask us for a full list of qualifying repairs but it includes insecure external doors, windows or locks, blocked or leaking drains, toilets, baths, basins or sinks.

When you report a repair we will let you know if it is covered by the ‘right to repair’ and the date we expect to have the work completed. If the contractor fails to complete the work in time, you should let us know. We will be able to arrange another appointment and inform you of the new deadline.

If the work is not finished by this second deadline, you have a right to compensation. This is calculated as a one off payment of £10 plus an extra £2 for every day after the second deadline that the work remains unfinished. There is a maximum payment of £50.

You will not be entitled to ‘right to repair’ compensation if the work was delayed because you did not allow the contractors access, or if there were circumstances beyond our control that prevented the work from being carried out, such as extreme weather conditions.

Right to compensation for improvements

If you have carried out certain improvements to your home, your tenancy agreement also gives you the right to compensation for these when you end your tenancy.

You can ask us for a full list of qualifying improvements but they include things like fitting a bath, shower or kitchen units.

You must get written permission from us before you carry out any improvements to your home.

If you wish to carry out a qualifying improvement, you must give us three estimates from genuine contractors and tell us which one you want to use and why. You must then wait for our written permission before starting the work. We will need to inspect the work when it is finished to ensure that it is to a safe standard and is what we agreed to.

If you wish to claim compensation for the improvements, you must write to tell us between 28 days before and 14 days after the end of your tenancy. We will inspect the work and calculate the amount of compensation. The amount will take into account things like how long ago the work was done and the condition of the improvements. It will be less than you paid for the work originally.

Compensation will not be paid if the amount calculated is less than £50. The maximum we will pay is £3,000. Compensation will not be paid if your tenancy ends because you have been evicted, you have abandoned the property, or if you have bought it from us.
**Damage to personal possessions**

If our contractors damage anything when they are working at your home, it is important that you report it to us immediately so that we can inspect the damage.

If we accept that we are at fault, we will put right the damage or award compensation. You need to provide evidence of the damage and the replacement value.

We will not pay for items that are damaged if we are not to blame. You should make sure that you arrange your own contents insurance. We have arranged a low cost insurance scheme for our tenants. For more information visit our website, your local office or call the Customer Service Centre.

**Financial loss**

If you have incurred any financial loss, for example you have taken time off work and our contractors did not arrive, then you may be eligible for compensation.

We will not pay compensation for time you may have taken off work unless the contractors fail to turn up and they have not cancelled the appointment at least 24 hours in advance.

**Distress**

You may feel that something that we have done or not done has caused you unreasonable distress or inconvenience. If so, please let us know and explain why. We look at each case individually but we will take it into account if we have failed to meet the standards we set ourselves.

**Loss of use of facilities**

If you are unable to use part or all of your home due to repairs which we are responsible for carrying out, compensation may be awarded. This is calculated based on the proportion of rooms that are out of use, and the amount of rent that you pay. Compensation will only be payable for the time between the target date for completion and the date the work is finished.

**Time and trouble**

If you are unhappy with the service you have received, you should use our Complaints Service. We aim to deal with all complaints quickly and fairly, but if you feel that you have had to spend an excessive amount of time or incurred unreasonable costs in pursuing a complaint, or getting your repairs done, we may consider paying you a small amount for your time and trouble.

Our leaflet ‘Making a comment or complaint’ is available from your local office, you can also download it from our website or call us.
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The Riverside Group Ltd
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