

# Compensation Policy

## Customer Services

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## 1. Purpose

The Riverside Group is committed to providing high quality services in everything we do and resolving customer complaints in a consistent, fair, impartial, and transparent way. We realise that there will be occasions where the level of service falls below our accepted standard, and we will work to put things right and this may include paying redress.

The purpose of the Compensation Policy is to provide guidance on when payments of compensation will be made. It sets out our approach to compensation as part of our complaints process and includes payment of statutory based compensation and discretionary payments.

This Policy is in line with the Housing Ombudsman Service – Complaint Handling code, Housing Act 1988, Home Loss Payments (Prescribed Amounts) (England) Regulations 2023, Right to Repair, Landlord and Tenant Act 1985 The Homes (Fitness for Human Habitation) Act 2018 Land Compensation Act 1973 Equality Act 2010.

## 2. Scope

This policy is owned by the Chief Executive Officer and Executive Directors. It is subject to approval via the TRIP Tenants & Residents Influence Panel and Customer Experience Committee.

Compensation can be obligatory or discretionary, and paid in recognition of loss or detriment to a complainant. Some compensation is set in a legal framework or through a contractual agreement such as a tenancy or lease agreement.

This Policy applies to all customers of Riverside, including tenants, leaseholders, shared owner or service users. It does not apply to members of the public that we do not have a contractual relationship with, claims for personal injury or sub-tenants of a leaseholder.

## 3. Principles

Riverside will ensure that compensation will be paid in a manner that is fair and proportionate and represents value for money and we aim to do this by:

- We are committed to resolving customer complaints in a consistent, fair, impartial and transparent way. When we get things wrong, we will work to put things right and this may include paying compensation.
- Assessments will be made on a case-by-case basis, and we will aim to provide the right level of redress in relation to the details and complexities of the complaint. We will consider the level of stress, anxiety, frustration, uncertainty and inconvenience caused.

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This will include the severity, length of time, number of people affected and their individual circumstances.

- We will always treat our customers with respect and empathy, taking ownership of resolving issues and apologising when we have got things wrong, or service standards have not been met.
- In line with The Regulatory of Social Housing (RSH) Tenant Involvement and Empowerment Standard as set out in the Regulatory Framework we will have an approach to complaints that is clear, simple and accessible that ensures that complaints are resolved promptly, politely and fairly.
- We will ensure we are compliant with the Housing Ombudsman Service (HOS) Complaint Handling Code 2024 and aligned to their Guidance on Remedies.
- All personal injury claims however minor must be referred to the Insurance team, this includes any Injury and third-party property damage in the same claim.
- Third Party Property damage claims over £2,000 will be referred to the Housing Litigation Team at [Litigation.Team@riverside.org.uk](mailto:Litigation.Team@riverside.org.uk)
- The role of the Litigation team is to assess the claim based on the information and evidence provided to them, provide advice on whether any offer of compensation needs to be made to the customer and if so, confirm the amount of compensation that should be offered. The complaint handling team will be the point of contact for the customer and will be responsible for communicating the outcome of the claim.
- If the HOS orders Riverside to pay redress to a customer as part of a complaint investigation this will not be offset against any existing arrears.

There are two types of compensation; payments that we are obliged to make, generally due to legal requirements, and discretionary compensation. Compensation payments include those made for:

- Home loss
- Disturbance
- Home Improvements
- Right to Repair
- Discretionary

Compensation should be paid in a manner that is fair and proportionate and represents value for money. It is not a replacement for home contents insurance and residents must insure their personal belongings against accidental damage, loss, fire or water damage.

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Compensation payments can be made if there has been mismanagement, a delay in service, and/or additional costs have been incurred due to a service failure. This can include:

- A temporary loss of heating, hot or mains water, or power within our control.
- A failure to meet our agreed service standards.
- We have not followed our complaints process.

We will not make compensation payments in the following circumstances:

- The claim is made due to unforeseeable circumstances and/or caused by a 3rd party or was beyond our control, such as a power failure and Riverside did not install the electric meter.
- Access has not been provided to allow work to be carried out.
- There has been a loss of supply of gas, electricity or water that was outside of our control.
- If the damage or loss should have been covered by home contents insurance.
- Possessions have been lost, stolen or damaged through no fault of Riverside.
- Decoration has been unavoidably or unintentionally damaged by improvement works, such as the installation of central heating.
- Liability claims which will be handled by The Riverside Group's liability insurers.
- For personal injury as any such claim should be made via a personal injury claim and not as compensation.
- Damage has been caused by unforeseen failures in the structure of a building. Such damage could be claimed against building insurance and not through a compensation claim.
- When the loss or damage has been caused by a resident, household member or visitor, including failing to report a repair promptly or keep an appointment.
- Service failure or damage is the result of extreme or unforeseen conditions such as the weather or government restrictions constraining the repairs service.

## Statutory and Contractual Compensation

### Home loss

Home loss payments may be made to secure or assured tenants who have lived in their home for a minimum of 12 months and are required to move permanently because of redevelopment or demolition of their home.

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Home loss payments are reviewed annually by the government and each regeneration scheme will have a specific strategy which will include home loss payments.

### Disturbance

Disturbance payments may be made to households who are required to move to another property either temporarily or permanently. This is a payment made for reasonable moving costs and will be managed through the Decant Procedures.

### Home Improvements

Assured or secure tenants may claim compensation for improvements they have carried out to their homes when they are leaving. Prior permission must have been obtained in writing for a 'qualifying' improvement and residents can claim for the cost of materials and labour costs. Claims under £50 will not be considered and the maximum amount payable is £3,000.

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 e.g. Improvement costs £2,000 and notional life is 20 years, and the resident is moving out after 5 years.  $\frac{£2,000}{20 \text{ years}} = £100$  per year;  $£2,000 \text{ cost} - £500 = £1,500$  compensation.

Claims for compensation for improvements must be made in writing between 28 days before the end of the tenancy or up to 14 days after the tenancy has ended. Please note you will not be eligible for compensation for home improvements if you move out by way of mutual exchange. Original receipts or proof of financial transactions must be produced, and the improvement must still be in good condition and full working order.

Any sum payable will be offset against any outstanding rent arrears or sundry debts before payment. Payments can also be adjusted if undue wear and tear has been incurred or any other defects to the improvement exist at the end of the tenancy.

Qualifying improvements and their notional life are as follows:

Qualifying Home Improvement	Notional life
Kitchen Replacement	20 years
Bathroom replacement	30 years
Central Heating/Boiler replacement	15 years
Window replacement	25 years
Door replacement (except fire doors)	25 years

### Right to Repair

This scheme covers 'qualifying repairs', which cost less than £250 and should be Riversides responsibility and completed within a set time limit. Failure to complete them within the time may result in a compensation payment.

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These repairs should be completed in 1 day:

- Loss of electric, gas or water (unless due to utility company or planned maintenance).
- Gas leak or potentially hazardous electrical fault.
- Loss of heating or hot water (between 1 October and 30 April).
- Leak from water or heating pipe, tank or cistern.
- Insecure external door or window (not including communal).
- Blocked flue to open fire or boiler.
- Making a property secure.

These repairs should be completed in 28 days:

- Faulty electrical equipment posing no danger.
- Minor repairs to joinery.
- Non-emergency faults to bathroom sink or toilet.

Compensation is payable at £10, plus £2 for each day the repair is overdue, up to a maximum of £50. In some cases, we may exceed the maximum set out under the right to repair scheme.

### Loss of services

Residents who pay service charges for services such as grounds maintenance and cleaning, and that service has not been provided for a continuous period of more than one week after it was last due, will be entitled to a refund for the time over which the service hasn't been delivered as set out in the service charge schedule.

### Loss of Room / Facility

When parts of a property are rendered unusable due to repairs and maintenance, a percentage of the rent will be refunded. Such payments will only be made for rented accommodation and will not be made to homeowners. The usability and habitability will be assessed by a Building Surveyor and advice from the Legal team is required. The cause of the works or inhabitability must not have been because of the residents' actions. These payments will be calculated using Riversides Compensation Calculator. Whether a room is deemed unfit for habitation will also depend on the customers individual circumstances and not a one size fits all approach.

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## Discretionary Compensation

This policy provides guidance on when discretionary compensation will be offered. This includes gestures of goodwill. Discretionary compensation will normally only be paid where there has been:

- Actual, proven financial loss sustained as a direct result of a service failure or mismanagement and/or
- Avoidable inconvenience, distress, detriment or other unfair impact of the service failure or mismanagement

All compensation payments must be appropriate and proportionate and will be authorised using the Scheme of Delegations.

Discretionary compensation can include payment for:

- Damage to property or decorations because of negligence by an employee or contractor.
- Unacceptable delays in providing services which have resulted in serious distress or inconvenience.
- Unacceptable responses to upheld or partially upheld complaints which have caused distress or dissatisfaction due to poor complaint handling.
- Additional costs incurred because of a failure in service.

The amount paid will depend on the impact to the person making the complaint.

**Low impact – £50 - £200:** Complaint has been upheld and there has been minor inconvenience or distress caused. Impact has been no more than a reasonable person could be expected to accept, and the compensation is a token in acknowledgement of our responsibility. This could include repeated failure to reply to communication from the complainant, or failure to meet service standards but the failure had no significant impact.

**Medium impact - £200 - £500:** Inconvenience and/or distress has clearly been caused because of a failure in service. Failure to follow the Complaints Policy, to investigate the complaint or poor handling of the complaint. A repeated failure of a low impact event could result in the impact being increased to a medium impact. This could include the complainant repeatedly passed between staff and/or teams with no-one taking overall responsibility or significant failures to follow procedures but with no permanent impact on the complainant.

**High impact – £500 - £1000:** A serious failure in service has taken place. This could either be due to the severity of the event or a persistent failure has occurred over a prolonged period or an unacceptable number of attempts to resolve the complaint. This could include long stay in temporary accommodation due to mishandling of repairs or failure to make reasonable adjustments.

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Payments should consider the level of stress, anxiety, frustration, uncertainty and inconvenience caused. This will include the severity, length of time, number of people affected and their individual circumstances.

Requests for compensation should clearly include the following details:

- Whether the compensation is being made because of loss, damage, distress and/or inconvenience.
- Why the compensation is being paid in relation to Riverside and/or the resident's level of responsibility.
- The action the customer has taken to try and resolve the issue and any lack of action by Riverside
- Any specific needs the household has that may have been made worse by the issue.
- How the amount of compensation has been reached.

We reserve the right to use discretion when applying this policy and may deal with a complaint differently depending on the individual circumstances of the household. In such circumstances any discretion will be applied fairly and appropriately. Only one claim can be made per household.

If there has been an actual, evidenced financial loss incurred as a direct result of our mismanagement or service failure we will consider the specific circumstances when considering a payment of compensation.

Compensation for distress and inconvenience will be used to offset any arrears. Out of pocket payments will be made regardless of arrears.

### **Alternative Dispute Resolution – Housing Conditions (*brought under section 11 of the Landlord and Tenant Act 1985*)**

In some circumstances we may deal with housing conditions claims via our internal complaints' procedure. There may be occasions whereby compensation is awarded to our customers as part of this process. The types of compensation that we may award are:

- General damages which cover the loss from inconvenience and loss of enjoyment caused by the disrepair.
- Special damages which cover the loss in value of belongings that are destroyed or damaged as a direct result of the disrepair, such as carpets, furniture and curtains. Special damages may also cover costs for cleaning, heating, alternative accommodation, and costs for other specific items that have been incurred by the customer.

We will assess compensation by looking at the individual circumstances of each case and similar case law in the same way that a Court would. Any compensation offered will be first deducted from the customer's rent arrears.

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The Housing Ombudsman cannot make orders of compensation of this nature as they do not make binding decisions on matters of liability nor can they make the same findings that a Court would.

## 4. Further Information & Support

### Related Policies and Procedures:

- Complaints Policy
- Complaints Procedure
- Customer Care Policy
- Building Safety Compensation
- Decant Procedure
- Equality, Diversity & Inclusion Policy
- Our Planned Standard
- Repairs Policy

## 5. Roles and Responsibilities

### Board and Executive Officers

- Provide overall leadership and approval to policy.
- Monitor the organisations approach to compensation.

### Directors

- Responsible for the delivery of the content of the policy ensuring compensation is applied fairly in line with regulatory requirements and relevant housing law and that appropriate training is provided for operational colleagues.

### Front -line workers and complaint handling teams

- All customer facing teams have a joint responsibility for the delivery of a consistent and fair approach to managing complaints and the payment of compensation.

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## 6. Risks

We acknowledge that we don't always get things right first time for customers; whilst doing so will always remain our aim, we will also seek to put things right at the earliest opportunity through our complaints handling process and have a zero tolerance of adverse finding by the Housing Ombudsman Service.

The issue of statutory compensation must be made in line with the relevant legal or regulatory framework.

All discretionary compensation payments should be made within the terms of this policy.

## 7. Appeal & Complaints

As detailed in the Regulator of Social Housing's Transparency, Influence and Accountability Standard, customers are invited to hold us to account for the decisions we make, that impact upon them, under this Policy.

If a customer wishes to complain about the service they have received under this Policy, this should be managed through our Complaint Handling Procedure, which is governed by the Housing Ombudsman's [Complaint Handling Code of Practice](#).

These associated Policies and Procedures are available on our website at:

England: <https://www.riverside.org.uk/you-your-home/customer-feedback/> or <https://www.riverside.org.uk/about-us/our-policies/> and are also available by contacting our Customer Service Centre.

### Complaints about Care and Support Services

Complaints about our care services should be referred to the Local Government & Social Care Ombudsman (LGO) at [Home - Local Government and Social Care Ombudsman](#) or by calling 0300 061 0614.

Where a service is registered with the Care Quality Commission (CQC), complaints can also be referred to the CQC. Customers can contact the Care Quality Commission at [Care Quality Commission \(cqc.org.uk\)](#) or by calling 0300 061 6161. Where a service is regulated by Ofsted, customers can also raise concerns directly with them. You can contact Ofsted at [Ofsted - GOV.UK \(www.gov.uk\)](#) or 0300 123 123. It is important to note that although CQC and Ofsted may not investigate individual concerns, they will use information provided to inform inspections of services.

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## 8. Equality, Diversity and Inclusion

Riverside is committed to Equality, Diversity & Inclusion. We strive to be fair in our dealings with all people, communities and organisations, taking into account the diverse nature of their culture and background and actively promoting inclusion. This policy aligns with Riverside's [Equality, Diversity and Inclusion Policy](#) and has been subject to an Equality Impact Assessment.

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