

Cirencester Housing Limited

Compensation Policy

Document History

Version	Date	Change	By
1.0	3/8/17	Board Approved – amendments incorporated	M Margrie

Approvals

Version	Date	Approved By (Note minute number if applicable)	Equality & Diversity Impact Analysis Completed By
1.0	1/8/17	Board minute 17044	M Margrie

Review Cycle	Next Review Date
Every two-years or as required.	July 2019

Compensation Policy

1. Introduction

- 1.1. Cirencester Housing Limited (CHL) aims to provide the highest standard of service to its residents. CHL understands that there may be occasions when we do not always meet these standards and this failure can cause loss, damage or inconvenience to our residents
- 1.2. CHL recognises tenants' rights to receive compensation under the Right to Repair and Right to Compensation for Improvements Regulations set out in the Leasehold Reform, Housing and Urban Development Act 1993.
- 1.3. The aim of this policy is to set out the circumstances in which compensation may be considered and detail the procedure involved in making a claim for compensation.

2. The Right to Repair

- 2.1. Tenants have a statutory right to claim compensation where certain relevant (emergency and urgent) repairs are not completed within the time limits set by CHL. A relevant repair is one that is likely to jeopardise the health, safety or security of the tenant if not carried out within the stated period.
- 2.2. When a tenant reports a repair to CHL, we will state when the repairs should be completed. If CHL fails to complete the repair within the set time, the tenant must then inform CHL that the work has not been done. A further deadline for completing the work will be given to the tenant. If the work is not completed within the second deadline then a claim for compensation may be considered.
- 2.3. Tenants must also recognise that in certain situations, parts may be required and that delays due to the ordering of parts are exempt from any claims to compensation as they are beyond the control of CHL and their contractors and agents.
- 2.4. All claims for compensation under the Right to Repair will be considered in accordance with regulatory guidance.
- 2.5. The Right to Repair compensation is not payable if the tenant has failed to raise a repair request with CHL and/or failed to give access to CHL or their agents for the work to be inspected or carried out.

3. The Right to Compensation for Improvements

- 3.1. Tenants may have the right to claim compensation for certain improvements they make to their homes.
- 3.2. A claim for compensation for improvements will only be considered upon termination of tenancy and where written approval has been given by CHL for the improvement works. When seeking approval for improving works, tenants must submit three estimates from bona fide contractors and tell CHL which estimate they wish to choose and why. CHL must be allowed to inspect and approve the improvements upon completion.
- 3.3. Qualifying improvements include items such as:
 - 3.3.1. - Replacement of bath, shower, toilet or wash hand basin
 - 3.3.2. - Replacement of kitchen sink and kitchen units
 - 3.3.3. - Replacement or provision of water or space heating system
 - 3.3.4. - Replacement of water tank or cylinder
 - 3.3.5. - Double glazing (or other external window and door replacement)
- 3.4. Any compensation awarded will allow for depreciation and will be deducted from any money the tenant owes to CHL at the end of the tenancy where necessary.
- 3.5. If the tenancy is terminated as a result of legal action the tenant will not be entitled to any compensation for improvements.