

---

## Compensation Procedure

---

### Document History

Version	Date	Change	By
1.0	3/8/17	Board Approved – amendments incorporated	M Margrie
2.0	23/02/2021	Review and update	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
2.0	23/2/2021	M Margrie, CEO	

Review Cycle	Next Review Date
Every three-years or as required.	February 2024

---

## Compensation Procedure

---

### 1. Introduction

- 1.1. Cirencester Housing (CH) aims to provide the highest standard of service to its tenants. CH 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 tenants.
- 1.2. CH 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.

### 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 CH. 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 CH, we will state when the repairs should be completed. If CH fails to complete the repair within the set time, the tenant must then inform CH 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 CH 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 CH and/or failed to give access to CH 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 CH for the improvement works. When seeking approval for improving works, tenants must submit three estimates from bona fide contractors and tell CH which estimate they wish to choose and why. CH 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 CH 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.

#### 4. Discretionary Compensation

- 4.1. CH may consider offering discretionary compensation in certain circumstances where CH fails to achieve the standard of service delivery outlined in our policies and the service delivery falls outside the parameters of the Right to Repair and Right to Compensation for Improvements Regulations.
- 4.2. Discretionary compensation payments may only be considered if CH receives and concludes an official complaint in accordance with CH's Complaint Procedure and where the investigation identifies that CH has failed to achieve its service delivery standards.
- 4.3. Consideration and decisions about whether or not to offer discretionary compensation will be made by the Chief Executive.
- 4.4. The tenant will be written to explaining why discretionary compensation is being offered, and a time frame given of no longer than 10 working days to accept the offer. The maximum amount of discretionary compensation that can be offered is £100.
- 4.5. Circumstances where discretionary compensation payments may be offered include:
  - 4.5.1. CH has failed to deliver a service to the stated standard
  - 4.5.2. In recognition of the time and trouble taken by the tenant to make their complaint
  - 4.5.3. In recognition of distress and inconvenience experienced by the tenant
  - 4.5.4. To reflect where a tenant has suffered a loss because of a service failure by us