

# Compensation Scheme Policy



## Document Control

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Associated Documents Considered	Yes	✓	No	

## **1. Policy Statement**

- 1.1. Waverley Housing is committed to the delivery of a high quality and responsive service. The standards and targets it has set in terms of the delivery of its service to its tenants are considered appropriate and achievable.
- 1.2. In recognition of the above the Company shall operate a compensation scheme whereby tenants shall be compensated for any shortcomings in service delivery.
- 1.3. Notwithstanding 1.2 above Tenants may have a statutory right to compensation in respect of certain repairs as set out in the Scottish Secure Tenants (Right to Repair) Regulations 2002.
- 1.4. Service failures which shall be covered by the compensation scheme are:
  - a) Failure to complete day to day responsive repairs within the time-scales set out in the Responsive Repairs Policy i.e. emergency, urgent and routine repairs.
  - b) Failure to complete a repair covered by the Right to Repair Regulations within the maximum timescale allowed.
  - c) Poor quality of workmanship (including the standard of materials used).
  - d) Damage to tenants' possessions resulting from the carrying out or completion of a repair.
  - e) Unsatisfactory treatment by employees of Waverley Housing, or their subcontractors.
- 1.5. Waverley Housing shall take all reasonable steps to ensure that its employees are courteous towards tenants and all practical steps are taken to prevent damage to a tenant's property or possessions. This will be reflected in our Customer Service standards.
- 1.6. Any award of compensation will be subject to the conditions and limitations set out later in this policy.

## **2. Procedure for Compensation**

- 2.1. How compensation is awarded will be dependent on the nature of the service failure. Failures will be broadly divided into 5 categories:
  - 1) Failure to complete responsive repairs within the time-scale stated.
  - 2) Failure to complete a repair categorised in the Right to Repair Regulations within the maximum time allowed.
  - 3) Where there has been damage to a tenant's possessions.
  - 4) Where there has been a claim of poor quality of workmanship.
  - 5) Where there is a claim of mistreatment and there is no material or financial loss.

This list is not exhaustive. Each case shall be treated on its own merits, and in the event of any doubt, advice should be sought from any operational manager, or Executive Team, as appropriate.

### 3. Failure to Complete Responsive Repairs

- 3.1. Where a job is unlikely to be completed by the given date, for reasons which are not within the control of Waverley Housing, a new completion date shall be notified to the tenant. Claims for compensation shall only be considered once the revised date has been exceeded.
- 3.2. Waverley Housing shall be pro-active in the payment of due compensation where it has been recognised that a job has exceeded its completion date, notwithstanding the fact that a claim may not have been submitted by the tenant.
- 3.3. Claims for compensation submitted by tenants must be accompanied by all available evidence, e.g. repair receipts etc.
- 3.4. Where a claim has been refuted the tenant shall be advised in writing of their right to complain against the decision through the Company's Complaints process.
- 3.5. Where a claim has been upheld, the amount of compensation due shall be in accordance with the following table:

Category of Repair	First Day Overdue	Additional Days Overdue	Maximum Payment
Emergency	£50	£3	£100
Urgent	£30	£3	£100
Routine	£15	£3	£100
Right to Repair	£15	£3	£100

3.6. Limitations and Exclusions (Responsive Repairs):

- Works carried out in accordance with the Company's Major Repair and Planned Improvement programme will be excluded from the compensation scheme except with regard to section 2.1 and point 3 to point 5 contained within.
- Works carried out in accordance with cyclical maintenance schedules will be excluded from the compensation scheme except with regard to section 2.1 and point 3 to point 5 contained within.
- Where a job is unlikely to be completed by the given date for reasons not within the control of Waverley Housing a new completion date shall be notified to the tenant. Claims for compensation shall only be considered for days exceeding the revised completion date.
- Works required on communal areas or shared components e.g. roofs, boundary walls and fences, pathways, staircases, drying areas etc. will be excluded from the compensation scheme.
- Any repair which has passed its specified completion date and where the tenant has not re-reported the repair within an appropriate time-scale as set out below will be excluded from the compensation scheme:
  - Emergency repairs within a period 24 hours beyond the original completion date.

- Urgent repairs within a period of 3 working days beyond the original completion date.
  - Routine repairs within a period of 5 working days beyond the original completion date.
- f) Where such repairs are re-reported the working day following the original completion date shall be the start date used for the calculation of compensation.

### 3.7. Access Arrangements (Responsive Repairs):

- a) In order to effect repairs within the time-scales specified for each category it is necessary to have reasonable access relative to the importance and urgency of the repair. Where reasonable access arrangements cannot be given, completion of the repair will not be subject to the compensation scheme.
- b) The onus is on the tenant to make any necessary arrangements for reasonable and suitable access to the property to effect a repair, where access is required to the interior of the house.
- c) Tenants must make arrangements for access as follows:
  - Emergency repairs – unrestricted access.
  - Urgent repairs – unrestricted access.
  - Routine repairs – cumulative period equivalent to a minimum of 6 working days out of 10
  - Right to Repair – unrestricted access.
- d) Where reasonable periods of access cannot be given the tenant shall be advised that due to restricted access it may not be possible to complete the job in the time-scale given and in such an event the job shall not qualify for compensation.

## 4. **Failure to Complete Right to Repair**

- 4.1. Certain types of repair are covered under the Scottish Secure Tenants (Right to Repair) Regulations 2002. Where there is a failure to complete such a repair within the maximum times specified the tenant shall be entitled to compensation in accordance with the statutory scheme.
- 4.2. Details of the repairs covered under the Right to Repair Scheme are set out in the Company's Reactive Maintenance Policy and the Tenants Handbook.
- 4.3. Failure to complete a repair within the maximum time allowed shall entitle tenants to £15 in compensation for the first working day over plus £3 for each additional working day on which the repair has not been complete, up to a maximum of £100.
- 4.4. The scheme also allows tenants the right to instruct an alternative contractor to complete the work and send the bill to Waverley Housing subject to the following:
  - a) That the work was not completed by Waverley Housing within the maximum time allowed.
  - b) The tenant complied with access arrangements.
  - c) That the tenant advises Waverley Housing of its failure before instructing an alternative contractor.

- d) That the tenant uses a contractor from the list of Waverley Housing's Approved Contractors. Details of this list will be provided to Tenants at the stage they wish to instruct an alternative contractor.
  - e) The cost of any single qualifying repair does not exceed £350.
- 4.5. Where an alternative contractor is instructed and the above conditions have not been met Waverley Housing may recharge the cost of the repair to the tenant. The alternative contractor has the same length of time to carry out the repair as Waverley Housing did.
- 4.6. Limitations and Exclusions (Right to Repair):
- a) Tenants do not qualify for compensation under this section where the repair is not a qualifying repair as defined by the Scottish Secure Tenants (Right to Repair) Regulations.
  - b) In circumstances where Waverley Housing or the contractor has no control (e.g. severe weather) which makes it impossible to carry out the repair within the maximum time, Waverley Housing can make temporary arrangements to extend the maximum time. Under such circumstances tenants will be advised.
- 4.7. Access Arrangements (Right to Repair):
- a) If Waverley Housing or its appointed contractor cannot get into a tenant's home at the time agreed, the right to repair and any right to compensation will be cancelled. Tenants will have to re-report the repair to start the process again.

## **5. Damage to the Possessions of a Tenant**

- 5.1. Where a claim is being made in respect of damage to the possessions of a tenant during a responsive repair, major repair or improvement, the claims should be submitted within 48 hours of the works being completed.
- 5.2. If the claim is rejected or reduced the tenant shall be notified in writing and shall be advised of his/her right to complain under the Company's Complaints Policy.
- 5.3. Where the claim is accepted the damaged item will be replaced or repaired within 5 working days of the date of advising the tenant of the decision relating to the claim.
- 5.4. Tenants must not dispose of damaged goods until a representative of Waverley Housing has inspected them and that damage has been agreed.
- 5.5. Where it is alleged that there has been damage to the possessions of a tenant and these goods have been disposed of before being inspected by Waverley Housing no compensation shall be payable.

## **6. Poor Quality Workmanship**

- 6.1. Where there is a claim in respect of poor quality workmanship (including standard of materials) the claim shall be submitted within 5 working days of the works being completed where the poor workmanship and inferior or faulty materials would be immediately evident to the tenant.

- 6.2. Such claims will be investigated by the Head of Property & Assets and if the claim is rejected the tenant shall be notified in writing and shall be advised of his/her right to complain under the Company's Complaints Policy.
- 6.3. Where a claim is accepted the tenant may be awarded a sum of compensation at the discretion of the Head of Property & Assets commensurate with the level of poor workmanship or inferior/faulty material and taking account of the level of inconvenience suffered by the tenant. Poor quality workmanship will be rectified to an acceptable standard.

## **7. Payment of Compensation**

- 7.1. Payment of any award of compensation will normally be paid by bacs to the claimant's bank account. Where, however, there is any outstanding debt to Waverley Housing, including but not limited to rent arrears outstanding, we may decide not to make any payment but to instead credit the relevant Waverley account with a sum equal to the compensation that would otherwise have been paid to the claimant.

## **8. Training**

- 8.1. Waverley Housing will ensure that the relevant employees have the appropriate level of skills and knowledge to deal efficiently with the Compensation Scheme.

## **9. Complaints**

- 9.1. Tenants who feel that Waverley Housing has not dealt properly with their request for compensation have the right to complain. Complaints will be dealt with in accordance with Waverley Housing's Complaints Policy, a copy of which can be obtained on request. Tenants also have the right to refer the matter to the Scottish Public Services Ombudsman upon exhaustion of the complaints process.

## **10. Monitoring and Reviewing**

- 10.1. All payments of compensation shall be reported quarterly to the Board.
- 10.2. This Policy will be subject to regular review by the Board in accordance with Waverley Housing's policy review procedures.