

Hammersmith & Fulham Council

Compensation Policy
(incl. remedies) for Housing Management

February 2024

“The London Borough of Hammersmith & Fulham’s vision is to be the best council. Acting with integrity and working with residents to get things done”.

Our vision is underpinned by six priorities:

Building shared prosperity
Doing things with residents, not to them
Taking pride in Hammersmith & Fulham
Creating a compassionate council
Being ruthlessly financially efficient
Rising to the challenge of the climate and ecological emergency

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1. Background

This compensation policy is underpinned by the Council's complaints policy and procedures. It takes into account the Tenant Involvement and Empowerment Standard – both which aim to provide a clear, simple and assessable approach that ensures that complaints are resolved promptly, politely and fairly.

This policy does not cover compensation relating to Repairs as there is a separate repairs Compensation Policy.

Unfortunately, we don't always get things right and in some cases our service failure does not match our standards. This compensation policy will therefore apply where we have not acted properly or provided a poor service and where we would seek to restore a person to the position they would have been in, had the service failure not occurred. Naturally, in the first instance we will always apologise for our service failure and seek to put things right.

This document therefore aims to describe and ensure that:

- Compensation payments are fair and proportionate
- the scope of, and authority for, issuing compensation
- the underlying principles for ensuring that financial compensation is applied correctly

It should be noted that whilst the policy indicates the key principles, it cannot and does not seek to provide a compensation blueprint for every situation. Each case must be considered on its own merits, in the light of the circumstances of the case. However, the Council will aim to apply consistency particularly where casework is similar in nature and therefore the principles should be followed in every case.

This policy does not consider:

- Personal injury or other public liability or insurance claim
- Claims of damage beyond our control (eg, a storm, pandemic, war etc)
- Claims that should be covered by a home contents insurance policy which you as a tenant are responsible to obtain. This would include damage to your belongings (including floor covering) through leaks, flood or fire
- Repairs to your property as this is covered under a separate policy
- Where loss is due to lack of action, neglect, wilful damage or misuse by you, your household or guest
- Issues subject to legal proceedings or disrepair claims
- Loss or damage caused by a third party (eg a utility company)
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We have made every effort to ensure that this policy is fair and proportionate and carried out an Equality Impact Assessment against it to consider the positive and negative impacts that this may have on people with protected characteristics under the Equality Act 2010 legislation.

2. Introduction

This policy sets out our approach to instances where it is considered appropriate to remedy a complaint with a financial payment.

We aim to provide good quality services that meet the needs of our residents. The policy is designed to explain our approach to remedies with a financial payment when fault has been identified and there is a need to put our residents back to where they were before the fault occurred.

The policy will be applied effectively and proportionately and will allow decisions to be considered appropriately on a case-by-case basis.

We align to the Housing Ombudsman's Guidance to Remedies, to ensure that all remedies are awarded in line with these guidelines if fault has been identified. Please see link below to the Housing Ombudsman's website:

[Guidance on remedies | Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/guidance-on-remedies)

We aim to provide an effective and reliable service to our residents and resolve any issues at the first point of contact. However, there will be some instances where issues have not been remedied and a need for compensation may arise.

Where financial redress is deemed appropriate, it may only be claimed once for a specific issue. However, where we have identified multiple service failures each one will be considered and compensated for. Where a resident is taking legal action against the Council which and has commenced legal proceedings in a

Court or Tribunal, the case will be managed by the Council's Legal Services and not considered under this policy.

Where the Council receives a compensation claim against a third party, such as a contractor, where damage has occurred due to the contractor's negligence, the Council will deal directly with the resident to resolve the issue. Following resolution, if financial compensation is due, the Council will pay this to the resident itself.

3. Making a compensation claim

Residents can make a compensation claim in several ways, including:

- In person
- By telephone
- By letter
- By email
- By completing the Council's online complaints form
- Through an authorised relative or representative
- By a councillor or MP acting on their behalf.

Claims are expected to be made no later than 6 months after the service failure of fault has occurred.

If the claim for compensation is received as part of a complaint, then the timescales that will be applied will be in line with our Corporate Complaint Procedure. This procedure can be found:

[Formal corporate complaints | LBHF](#)

However, if a claim is received outside of this procedure all claims will be acknowledged within 3 working days and assessed within 10 working days of receipt. The 10 days may be exceeded if further actions are required to take place before compensation can be fully considered. This will be communicated to the complainant.

Only in exceptional circumstances, supported by appropriate evidence regarding delay in making the claim, will we consider a claim after the 6-month period. Such a claim will be assessed on a case-by-case basis and entirely at our discretion.

4. Assessment of claims for financial redress

In assessing a claim for financial redress, the following factors will be considered:

- The severity of the time, trouble and inconvenience suffered, and whether this was reasonably foreseeable by the Council.
- Whether we have already provided non-financial compensation, e.g., the service failure has been resolved.
- Whether the loss or inconvenience could be reconciled in any other reasonable manner by the resident
- Any known costs that have been reasonably incurred

- Consideration of vulnerability within the household, such as age, disability, security, risk of harm
- Recognition of the Council's failure to follow policies and procedures.
- Time taken to resolve the issue.

We may, at times, provide financial redress beyond the parameters of this policy if deemed fair and reasonable to do so. Such occasions will be an exception, on a case-by-case basis, and will not set a precedent for the future.

5. Payments for financial redress and appeals

Awards for financial redress regarding time, trouble and/or inconvenience and poor complaint handling should be paid directly to the complainant via a BACS transfer to their bank account.

Offers for financial redress will usually only be made once all remedial actions have been completed satisfactorily. In this way we can fully understand any possible adverse impact on the complainant and ensure this is reflected in the award.

However, if it is identified that the issues will take an extended period of time to resolve, then an interim offer of compensation may be awarded.

If the resident is dissatisfied with the level of financial redress offered, they can appeal within 10 working days. Any appeals made outside of this period will be reviewed on a case-by-case basis. In such circumstances, the resident will be asked to specify what they consider an appropriate payment to be, with supporting reasons. The offer will be reviewed but with no guarantee that it will be changed.

If an appeal is not received within 10 days, the case will be closed. The original offer for financial redress will remain valid for three months from the date the written offer was made. After 3 months the offer will be withdrawn.

Any payments will be made and credited no later than 30 working days from the date of offer for financial redress being accepted.

6. Financial redress levels guidance

Awards of £50 to £300 – Remedies in the range of these amounts may be used for instances of service failure resulting in some impact on the complainant. We recognise that there has been service failure which had an impact on the complainant but was of short duration and may not have significantly affected the overall outcome for the complainant. Examples can include:

- Repeated failures to reply to letters or return phone calls.
- Not having regard to a complainant's preferred method of contact or contact requirements.

- Failure to meet service standards for actions and responses but where the failure had no significant impact.
- Incorrectly addressing correspondence (so as to cause offence/upset, but not a breach of data protection requirements).

The impact experienced by the complainant could include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.

Awards of £300 to £1,000 – Remedies in the range of these amounts may be for cases where the Ombudsman has found considerable service failure or maladministration, but there may be no permanent impact on the complainant.

Examples could include:

- Misdirection – giving contradictory, inadequate or incorrect information about a complainant's rights (for example, in relation to decants, mutual exchanges, or preserved right to buys)
- A complainant repeatedly having to chase responses and seek correction of mistakes, necessitating unreasonable level of involvement by that complainant.
- A complainant being repeatedly passed between staff and/or teams, with no one officer or department taking overall responsibility, or a landlord not taking responsibility for sub-contracted services.
- Failure over a considerable period of time to act in accordance with policy – for example to address repairs; to respond to antisocial behaviour; to make adequate adjustments.
- Serious failures but which have already been recognised and resolved by landlord, including redress for actual financial loss.
- Repeated failure to meaningfully engage with the substance of the complaint, or failing to address all relevant aspects of complaint, leading to considerable delay in resolving complaint.
- Significant failures to follow complaint procedure, escalate the matter or signpost the complainant.

Awards of £1,000 and above – Remedies in the range of these amounts are used in recognition of maladministration/severe maladministration that has had a severe long-term impact on the complainant. Remedies in this range will be appropriate when there has been a significant and serious long-term effect on the complainant, including physical or emotional impact, or both. Examples of where we make remedies in the region of these amounts include:

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- Mishandling or partial mishandling in an antisocial behaviour.
- Erroneous or premature threat of eviction
- Failure to make reasonable adjustments
- Failures leading to Environmental Enforcement Orders
- Serious mishandling or misdirection leading to speculative loss*

*Whereby on balance of probabilities it can be reasonably concluded that the complainant has suffered a financial loss, but it would be speculative to try and quantify any actual loss. Examples might include:

- Mishandling by a landlord of a Right to Acquire application leading to the complainant's mortgage offer expiring and the new mortgage offer being on less favourable terms

Landlord unreasonably withholding permission for assignment of tenancy

Remedy payment for distress

A remedy payment for distress is often a moderate sum of between £100 and £300. In cases where the distress was severe or prolonged, up to £1,000 may be justified. Exceptionally, more than this may be recommended if the fault identified is severe.

Remedy payment for harm

Where fault has exposed a complainant to the risk of harm (rather than actual harm), a remedy payment of up to £500 will usually be an appropriate acknowledgement of the impact of the fault. Where the risk was significant, or harm actually occurred, a remedy payment of up to £1,500 may be recommended to acknowledge this. Exceptionally, if there was significant actual harm over a prolonged period, more may be recommended.

Remedy payment for time and trouble

The remedy payment for time and trouble is unlikely to be less than £100 or more than £300. It should be adjusted to reflect the degree of extra difficulty experienced by the complainant, and any factors which make the complainant vulnerable.

7.Housing Ombudsman Guidance on remedies

Please see below the link to the Housing Ombudsman guidance on remedies:

[Guidance on remedies \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/guidance-on-remedies)

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