Seymour Housing Co-operative

Remedies & Compensation Policy

1. Introduction

Seymour Housing Co-operative (SHC or **"**The Co-op") is committed to providing high-quality, efficient and effective services for our members. However, we acknowledge that on occasion things may go wrong. This policy reflects our commitment to a fair, transparent, and customer-focused approach to remedies and compensation in strict alignment with regulatory standards.

This policy is in line with our other policies, including:

- Complaints.
- Maintenance.
- Service Charge.
- Temporary Decant.
- Equality & Diversity.

A **remedy** is how we put things right after a complaint has been upheld. Remedies may include non-financial actions such as repairs, redecoration, or goodwill gestures.

Compensation refers to a payment provided to an individual as a recompense for quantifiable or unquantifiable harm, loss, distress, or inconvenience caused by SHC's actions, inactions, or mistakes.

2. Scope

This policy applies to all tenants and members of Seymour Housing Co-operative. It covers mandatory daily tariffs for specific service failures, discretionary compensation for distress and inconvenience, and statutory compensation required by law.

3. Policy Detail

As outlined in this policy, SHC will ensure that we:

- Comply fully with the Housing Ombudsman 's Complaint Handling Code and specific Compensation Framework mandates.
- Maintain the strategic aims of the co-operative consistent with best practice, embracing total transparency and fairness.
- Apply remedies proactively at source or, failing this, during Stage 1 and Stage 2 of our internal complaints procedure.

4. Aims

Our primary aim is to resolve issues proactively before a formal remedy or compensation becomes necessary. If a service falls below expected standards, we will take immediate corrective action, ensuring:

- Fairness, objectivity and compassion in decision-making.
- Individual household circumstances and vulnerabilities are considered.
- Payments are properly assessed, monitored, recorded and audited.

5. Types of Remedy

We offer several types of remedy, which may be deployed individually or in combination:

- **An apology:** Made in writing or in person as a corporate responsibility. An apology will acknowledge the service failure, accept clear responsibility, explain why it happened, and express sincere regret.
- **A Goodwill gesture:** Such as a gift of flowers or a shopping voucher for minor service failures.
- **A specific action:** Practical steps to correct a poorly provided service or expedite an outstanding issue.
- **Revision of policies and procedures:** Systems-level updates to prevent recurrence, ensuring learning from complaints.
- **Financial compensation:** Awarded where there is proven financial loss, or where the Co-op's actions or delays have caused avoidable inconvenience, distress, detriment, or an unfair effect on a resident's life.

6. Our Approach to Compensation

Within the long-established tradition of mutually co-operative living, SHC esteems and expects open communication, community cooperation, and mutual respect. However, this ethos will never compromise a member's right to regulatory remedies.

All claims for compensation will be assessed fairly, consistently, and proportionately in strict alignment with housing law and the Housing Ombudsman's mandatory frameworks.

Compensation is not a standalone substitute for service delivery and will frequently be awarded alongside apologies, physical repairs, and long-term service improvements.

7. Limitations and Framework Rules

While individual cases are assessed on their merits, the following rules apply to the processing of compensation:

- **Tenant Negligence**: Compensation will not be awarded for faults or damages resulting directly from a resident's negligence, deliberate damage, or failure to report a fault in a timely manner.
- **Inspection of Material Damage**: Claims for damaged personal items require an inspection or verification (such as photographic evidence or receipts) prior to final sign-off.
- **Third-Party Actions**: The Co-op will not normally compensate for losses caused solely by independent third parties (e.g., utility grid failures) where the Co-op has acted reasonably and fulfilled its own responsibilities. However, mandatory daily tariffs for a total loss of amenities remain active while a property is occupied and un-remedied, regardless of the root cause.
- **Legal/Tribunal Proceedings**: If the specific matter is actively subject to an ongoing tribunal or formal court proceedings, the evaluation of discretionary financial compensation may be paused pending the outcome.
- **Rent Arrears**: Where a resident has clear rent arrears, the Co-op reserves the right to offset the compensation award against those arrears, except where doing so would cause extreme, demonstrable financial hardship.

8. Making Compensation Payments

When assessing compensation, we will systematically evaluate:

- **Household Vulnerabilities**: The presence of young children, elderly residents, medical conditions, or disabilities will act as an escalating factor, increasing the financial award to reflect the heightened impact of the service failure.
- **Impact Type**: Differentiating between *Quantifiable Loss* (e.g., increased electricity costs from running Co-op dehumidifiers) and *Unquantifiable Loss* (e.g., distress, time, and trouble).

Compensation awards are determined on a case-by-case basis using the structured tables in Sections 9 and 11 to guarantee equity across all tenancies.

9. Levels of Distress, Inconvenience, and Non-Financial Impact

Where a service failure has caused non-financial harm—such as distress, inconvenience, frustration, or time and trouble—SHC applies the mandatory Housing Ombudsman financial bands.

Level of Impact	Description	Compensation
Low / Service Failure	Minimal or brief inconvenience. The issue	Written apology, prompt rectification, and/or a

	was resolved quickly at the first point of contact and had low daily life impact.	nominal goodwill gesture/voucher up to £100.
Medium / Maladministration	Significant inconvenience or multiple overlapping service failures. The failure caused a clear emotional or physical toll, or required excessive "time and trouble" from the resident to correct.	Monetary award between £100 and £600, plus potential partial rent adjustments where applicable.
High / Significant Impact	Major, systemic service failure with a prolonged impact on the resident's daily life. Includes instances where the Co-op failed to appropriately adjust for known household vulnerabilities.	Monetary award between £600 and £1000.
Severe Maladministration	Critical, long-term failure resulting in severe, long-lasting impact, or a total breakdown of statutory duties by the Co-op.	Mandatory financial remedy of £1,000+.

10. Claiming Compensation

Claims should be made as soon as reasonably practicable after the incident or at any stage during an active complaints process. The Co-op will sympathetically consider older historical claims where a valid reason for the delay exists.

Tenants may claim by:

- Telephone.
- Email.
- Written request.
- In-person at our office.
- Through an authorised advocate or family member.

Claims will be formally assessed and decided within **10 working days**. If specialised technical or legal evidence is required, the tenant will be informed immediately of the revised timeline. If a tenant disagrees with a compensation decision, they retain the immediate right to escalate the matter through our Complaints Policy.

11. Mandatory and Service Failure Tariffs

The following table establishes the fixed minimum calculations for explicit service failures. These tariffs represent mandatory minimum baselines; they are not discretionary or conditional upon goodwill.

Service Failure Category	**Mandatory Fixed Minimum Compensation Tariff**
Missed Appointment	£15 flat payment per instance if an appointment is missed by SHC or its contractors without a minimum of 24 hours' notice.
Total Loss of Heating & Hot Water	£15 per day total loss. (Amended to £8 per day if only one of these two services is lost). Alternative temporary heating elements will be provided immediately to vulnerable households.
Total Loss of Power / Electricity	£10 per day for a total loss of power. (Amended to £10 per week if the loss is strictly isolated to the property's lighting circuits).
Loss of kitchen	20% to 25% of the daily rent amount for each day the kitchen facilities are entirely unusable.
Loss of Bathroom	20% to 30% of the daily rent amount for each day the primary bathroom facilities are entirely unusable.
Total Loss of Living Space	100% daily rent abatement if the property is determined to be completely uninhabitable, running concurrently with the provision of suitable alternative decant accommodation.
Right to Repair (see note below)*	£10 base payment plus £2 for each day the repair remains delayed beyond the secondary agreed due date (capped at a statutory maximum of £50) for qualifying, urgent, small-scale repairs.
Disturbance Payment	Coverage of all actual, reasonable, and evidenced costs associated with an authorized property decant or emergency relocation.

*A note about **Right to Repair** (not **DIY):** This applies to specific, urgent, small-scale statutory repairs. If the repair is not completed by the first agreed due date, the tenant must notify SHC. A secondary repair order is issued. If this secondary window is missed, the tracking tariff activates automatically.

12. Complaints and Appeals

If a tenant is dissatisfied with a compensation assessment, offer, or denial, they have the right to escalate their case through the formal stages of the Seymour Housing Co-operative Complaints Policy for an internal senior review.

If the internal appeals process is fully exhausted and the matter remains unresolved, the resident has the statutory right to refer their case to the Housing Ombudsman Service:

Housing Ombudsman Service
PO Box 152, Liverpool, L33 7WQ
Tel: 0300 111 3000
Email: info@housing-ombudsman.org.uk

13. Learning from Complaints and Service Improvement

To maintain transparency and strengthen our collective management, SHC will monitor and record all compensation claims. Periodic, anonymised summaries of service failures, expenditure, and subsequent procedural corrections will be reviewed by the management committee. This policy will also be reviewed annually to guarantee unbroken compliance with evolving legislation.

14. Legislation and Compliance

This policy operates in strict alignment with:

- Awaab's Law requirements as enacted and amended from time to time.
- Housing Act 1996.
- Land Compensation Act 1973.
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
- The Housing Ombudsman Complaint Handling Code and 2026 Compensation Framework directives.

Seymour Housing Co-operative commits to processing all remedies with fairness, systemic efficiency, and regulatory compliance.

Approved by Seymour Housing Co-operative Management Committee — June 2026