



**Solihull**  
Community Housing  
Shaping our neighbourhoods

# Remedies Policy 2024



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# Remedies Policy

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## 1. Introduction

1.1 This policy sets out our approach to providing appropriate remedies to complaints which includes managing payments of compensation.

## 2. Scope

2.1 This policy applies to all customers of Solihull Community Housing and any individual or group affected by the services provided by Solihull Community Housing.

2.2 We aim to provide a good and reliable service to all customers and to resolve any issues before the need for a compensation payment or other form of remedy arises. If a service we provide fails or falls below our published standards and has a detrimental impact on our customers then we will put things right.

## 3. Aims

3.1 The aims of this policy are to make sure that we

- Consider the requirements and guidance of the Housing Ombudsman service when responding to complaints where remedial action is required.
- Recognise that providing a fair and proportionate remedy can be an essential part of successfully respond to a complaint.
- To consider whether there are further actions we can take beyond just offering compensation.
- Set out the circumstances when we will pay compensation or offer some other form of remedy to a complaint.
- Enable compensation payments to be properly assessed, monitored, and controlled.
- Support consistency.
- Recognise that compensation payments need to be considered on the merits and circumstances of individual cases.
- Offer a remedy that is fair and proportionate to a service failure and the impact on our customer, based on the merits and circumstances of each individual case.
- Consider cases with compassion and provide fair outcomes.

## 4. Our Approach

4.1 Compensation payments and other remedies are considered when a customer has experienced a delay or has incurred additional costs because of a service failure on our part. For example:

- A temporary loss of utilities within our control, including heating, hot water, mains water and power.
- When a customer is unable to use part of their home.
- We have not handled a complaint properly.
- We have not provided a service that a customer has been charged for.

4.2 This policy recognises that as well as awarding compensation or offering to undertake other actions to put things right, an appropriate remedy should always include:

- A sincere and considered apology.
- Recognition that things have gone wrong, and the customer has been impacted.
- An explanation for why things have gone wrong.
- Details of any learning and the action taken to improve the service. Examples include staff training, changes to policies and procedures.

4.3 We may consider practical action to remedy an adverse effect that has been caused by the service failure instead of providing financial compensation. Examples could include:

- Decorating work.
- Agreeing to repairs that we would not normally be contractually obliged to undertake.
- Agreeing to work outside normal working hours where practical and appropriate.

4.4 There are situations when we may not consider offering a remedy or paying compensation. Examples are:

- Where the fault is caused by a third party or is something we are not responsible for.
- Where a claim can be made on the customer's home contents or buildings insurance, or if a customer has chosen not to take out insurance. (see 4.11)
- Where the incident was caused because of negligence by the resident or their failure to comply with the terms of their tenancy or lease. For example, not providing access to contractors to complete appropriate work.
- Personal injury claims relating to physical or mental health. These will be directed to Solihull Metropolitan Borough Council insurance team to assess.
- Circumstances beyond our control. For example, damage caused by extreme weather or any other natural disaster, or as a result of fire safety activation systems

- Any impact on a customer's own fixtures and fittings because of improvements or upgrades we are making to our properties. For example, we are installing new windows and a customer needs to remove their own blinds as they no longer fit the new frame.
- If a customer has not taken reasonable steps to limit the damage caused in their home. For example, when a customer decides not to move or remove items when it is made clear that they could be damaged.
- Where a payment has been ordered by a court or competent tribunal about the same issue.

4.5 Certain repair work may damage a customer's decorations. We always attempt to make good, and if we are unable to exactly match existing decorations, we do not offer additional compensation. For example, we would not award compensation for the removal of floor coverings (such as laminate or ceramic tiles) that we have not fitted. In most cases, a customer must ask our permission to fit this type of floor covering, and they will be reminded that we do not compensate for damage to these.

4.6 We will not normally compensate customers for loss of earnings, which includes the use of annual leave or needing to be available for a [reasonably booked] appointment.

4.7 We will not reimburse customers if they decide to employ a repair contractor or advocate to assist them without getting our written permission and agreement beforehand.

4.8 We do not reimburse utility costs, such as water or energy used to carry out a repair. For example, water used in draining down a system, or electricity used for power tools.

4.9 Where a customer is taking legal action against us which involves a compensation claim, the case will be managed by our Legal Services team and not considered under this policy.

4.10 We adopt an evidence-based approach and will not make any compensation awards based on unfounded beliefs or whether something was likely to happen or not.

## Insurance Claims

4.11 We expect customers to have contents insurance in place for their furniture, decorations or any other personal possessions. For example, a contents insurance policy may cover against accidental damage, loss, fire or water damage, or burglary, amongst other things. Our compensation policy is not intended to compensate for a customer's lack of contents insurance.

4.12 However, where it is alleged that we are at fault for any damage to furniture, decoration or personal belongings we should take appropriate steps to investigate and establish whether we have caused or exacerbated any damage through our actions or inactions before referring the issue to insurers. Where it is proven damage has been caused directly through us or our contractors' actions, we will provide appropriate redress and take the necessary steps to put this right.

## How we assess compensation payments

4.13 To assess compensation, we consider the following factors:

- The severity of the time, trouble and inconvenience suffered and whether we may have avoided the situation.
- Whether we have already provided non-financial compensation. For example, if we have carried out additional work and completed repairs.
- An assessment of whether the customer could have avoided the loss or inconvenience.
- Any known costs that have been reasonably incurred for example, increased energy bills due to a failure to complete a repair.
- Any household vulnerabilities, including age or disability, where we were reasonably aware of these.
- Whether we have failed to follow policies and procedures.
- The time it has taken for us to resolve a problem.
- The cumulative impact that a series of events or failures may have had on a customer.
- If there are any statutory payments due, such as home loss payments.

## How we pay compensation and handle appeals

4.14 We pay compensation payments directly to a customer's bank account via BACS or cheque (in exceptional circumstances).

4.15 Compensation payments awarded by the Housing Ombudsman Service (HOS), separate from any compensation we may have already offered or paid, will be paid directly to the customer.

4.16 No compensation payment of any type will be offset against arrears unless expressly requested by the customer.

4.17 If a customer is deceased, we will need to see evidence that the person acting on their behalf is the executor or administrator of their estate before any compensation awarded is paid. This evidence would normally need to be in the form of a Grant of Probate or Letters of Administration (if no will is in place).

4.18 We usually offer compensation once we have completed any remedial actions or repairs. However, we may make a commitment in writing to completing certain actions and calculate an award up to the date when we will have completed these.

4.19 If a customer does not agree with a compensation award offered at stage 1 of the complaint process, they can contact the investigating officer to discuss within 10 working days, telling us why they remain unhappy and what they consider to be an acceptable amount.

- 4.20 We would normally expect any award of compensation to be accepted within three months from the date it was offered.
- 4.21 If we cannot agree a resolution at stage 1 of the complaint process, the customer is able to request progression to Stage 2 of the complaints process as per the complaints policy.
- 4.22 When a customer escalates their complaint to stage 2 of the complaint process, it does not guarantee the same award of compensation will be made. Depending on the independent review, the amount of compensation may be decreased, increased or remain the same. Each case is based on individual circumstances.

## 5. Equality, Diversity and Inclusion

- 5.1 We are committed to making our compensation and remedies process accessible and easy to use for all our customers in line with our statutory duties – as set out in the Equality Act 2010. If you need support or additional assistance, please tell us. All requests to accommodate needs will be considered and acted on where possible in accordance with our Reasonable Adjustments policy and the Equality Act 2010.
- 5.2 You can request a reasonable adjustment from us through the officer you are engaging with, or by contacting our Customer Feedback Team. Examples of the support we can provide include providing information in alternative formats and adapting our communication method.
- 5.3 A Fair Treatment Assessment has been carried out for this policy and ongoing monitoring of complainants' protected characteristics will be conducted to identify any adverse impact and future actions.

## 6. Responsibilities

- 6.1 All compensation payments will be monitored by the Customer Feedback Team who have responsibility for implementing this policy.
- 6.2 The Executive Director of Customer Experience and Corporate Support has overall accountability for this policy.
- 6.3 All Directors are responsible for ensuring compensation payments are made in compliance with this policy and lessons learnt are being used to prevent service failures in their directorate.
- 6.4 We aim to review this policy every two years. We reserve the right to suspend this policy at any time.

## Approval

<b>Version number</b>	1
<b>Effective from</b>	March 2024
<b>Policy Author</b>	Complaints Manager
<b>Policy owner</b>	Executive Director of Customer Experience and Corporate Support