
COMPENSATION POLICY

SEPTEMBER 2022

1. Scope

- 1.1. Elim is committed to providing an excellent standard of service to its residents but occasionally we may fall short of the standards we set ourselves. In these cases Elim may consider the payment of compensation to a resident. This policy sets out the circumstances in which a compensation will be considered and provides information about how the compensation amount is calculated.
- 1.2. This Policy does not deal with compensation payments that are regulated or set out in legislation, e.g. Home loss payments, or payments for failure to provide the correct version of an occupation contract (Renting Homes Act 2022), as these regulations or legislation would supersede this Policy
- 1.3. Elim has liability insurance for significant claims for damages. This policy is primarily designed to deal with small claims, though Elim reserve the right to refer any claims to their insurers.

2. Key principles

- 2.1. Compensation is an amount of money paid to a tenant to cover costs, time or effort caused to a resident by our failure to meet acceptable service standards. Any claim for compensation for medical reasons will be referred to our insurers.
- 2.2. Any offer of compensation is not an admission of liability.
- 2.3. We would expect tenants to have taken reasonable steps to mitigate damage or costs caused by a problem insofar as is possible for them, for example if a tenant identifies a leak, we would expect them to report it to us at the earliest possible opportunity, to move their possessions out of harms way and to ensure that they are able to admit a contractor for an arranged visit.
- 2.4. We would expect tenants to provide as much information to support their compensation claim as possible, proportionate to the amount being claimed.

3. Situations where discretionary compensation may be considered

- 3.1. The following are examples of situations in which compensation may be considered and how the compensation amount may be calculated. Please be aware that every situation is different and not every failure in service provision or act of negligence will be deemed appropriate for a compensation payment.
 - **Damage caused to a property by Elim staff or contractors working for Elim.** The compensation amount would usually be the cost of repair or replacement.

- **Broken appointment costs.** The compensation amount will usually be a flat rate of £25. This is the amount that we may charge a resident if they break an appointment with us.
- **Home Loss.** When a tenant is required by us to move permanently from their home, if it is due to be redeveloped, improved or demolished we will make Home Loss payments, which are set by statute. This applies where a tenant has been living in a property for the past 12-months and can be claimed up to six years after they have left.
- **Disturbance.** Disturbance payments may be made to people who are required to move to another property temporarily or to tenants of less than 12-months who are required to move permanently. Disturbance payments will cover reasonable moving costs.
- **Improvements.** If a tenancy is ending and the tenant has completed improvements to the property since 1st April 1994, they may be entitled to compensation for those improvements (does not apply to fixed-term tenancies).
- **Right to repair.** The right to repair scheme covers 'qualifying repairs' that cost less than £250 and should be done within a set time limit. Qualifying repairs include unsafe power or lighting sockets, blocked boiler flues, leaking roofs, toilets that won't flush. A full list of qualifying repairs can be obtained by contacting our Head Office. We will pay a £25 one-off payment for failing to make the repair within the first period (provided that it is solely Elim's failure that the repair has not been completed) and then £2 per day thereafter, up to a limit of £250.
- **Any other service failure or act of negligence.** Where the failure or negligence is acknowledged by Elim, any compensation awarded will take into account the personal cost to the resident in the form of expenditure or loss of earnings and any inconvenience caused.

4. Situations where compensation will not be offered

4.1. Elim will not offer compensation payments in the following circumstances:

- Where the repair is the tenant's responsibility.
- Where the damage was caused by the tenant, or anyone else in the tenancy for whom the tenant is responsible.
- Where Elim have not been negligent in our actions.
- Where a claim has arisen because of forces beyond our control, for example very poor weather.
- Where the claim is for damages caused by something that would normally be covered by a tenant's home contents insurance policy, as it is the tenant's responsibility to have such a policy in place.
- When a claim is made for damage or service failure that took place over 3-months previously, unless in exceptional circumstances.
- Where the claim is for disturbance caused by maintenance work, unless it is clear that there has been negligence on the part of Elim or its contractors.

4.2. Where a tenant is in arrears, any compensation payment offered will be used to reduce those arrears.

5. How to apply for compensation

5.1. Applications for compensation should be made in writing to Elim's Head Office or can be emailed to info@elimhousing.co.uk. Requests for compensation will be investigated and subject to the same timescales as a complaint. Please see our Complaints Procedure for further information.