Rights and Remedies including Compensation

Our policy setting out how we'll put things right for customers, including financial compensation and other remedies

The basics

When something goes wrong because of us or our contractors, we'll look at how we can put this right for our customers.

We will take a flexible approach to remedies, but will always consider:

1. A genuine apology
2. How we can fix the issue
3. Whether we should do things differently in future
4. If we need training; and
5. Whether or not financial compensation should be offered.

Our approach

We'll always try to restore our customers to the position they would have been in had we done things right.

We will consider each case on its own merits whilst being fair and proportionate.

We will use our discretion and common sense whilst promoting consistency.

We will consider:

1. The impact on our customer
2. The severity of the issue
3. How long this has gone on for
4. Any needs and vulnerabilities that we are aware of.

Where the impact on the customer is minimal, we will offer a genuine apology for any service failure, taking into account the Housing Ombudsman's Apologies guidance. The apology may include alternative remedies such as flowers, a voucher, or another gesture of goodwill.

Where the impact is more than minimal, taking into account any known needs or vulnerabilities, we will consider whether it is appropriate to offer financial compensation to recognise the impact of any service failure on our customers.

Any remedy offered should be timely and should take into account the impact on the customer and any known needs or vulnerabilities.

Where the contract allows, we will recover from the contractor any compensation payable due to their service failure, damage or other.

Types of compensation

There are three types of financial compensation:

1. Money that we have to pay by law
2. Money that we choose to pay to acknowledge poor service
3. Reimbursing customers for money that they have already spent

1. Financial compensation – payable by law

Home loss

If we need a customer to move out of their home permanently because of redevelopment or demolition, and they've lived there for more than 12 months, we'll pay what is known as a home loss payment.

Disturbance

If we need a customer to move temporarily, but they can return when the work is complete, we'll pay a disturbance payment. This could cover reasonable moving costs.

We have a separate policy called **Home Loss and Disturbance Payments Policy** which covers these points in more detail.

Improvements

If we have given permission for alterations, our customers may be entitled to compensation for qualifying improvements at the end of their tenancy.

This does not include cosmetic improvements, but where work has been done that will benefit Leeds Federated and doesn't impact future letting or maintenance, we will review compensation pursuant to the Decent Homes Standard.

2. Discretionary compensation – payable by choice

Where our service falls below the standard we would expect, we will consider any appropriate remedy including whether it is appropriate to offer a compensation payment to put things right.

This could include the following situations where there has been an impact on the customer:

- When we've not handled a complaint properly
- When we've taken longer to do something than we should, such as carrying out a repair, responding to a contact or resolving a situation

- When a customer has been charged for a service that we haven't delivered
- When the customer has experienced a temporary loss of amenity such as gas, electricity or water for a period when we were responsible for fixing it.
- When the customer has lost the use of some or all of their home
- When we haven't followed our policies or procedures

3. Reimbursing customers for money already spent

Where we have not met our responsibilities and a customer has reasonably incurred costs which can be evidenced, we may provide compensation to cover this.

This could include:

- Increased heating bills
- Accommodation, food and drink
- Cleaning
- Carrying out repairs where we have failed to meet our obligations

We will ask for evidence of these costs.

Where evidence is not available, and it is clear that there has been loss to the customer because of our maladministration, we will satisfy ourselves that on the balance of probabilities, this loss was suffered. A reasonable estimate should be made and paid to the customer. This could include researching average energy use and calculating a daily rate for a period of time, for example, running a dehumidifier in a 2-bedroom house 24 hours a day for 2 weeks might attract compensation of £2 per day for 2 weeks.

Food and drink will be offered at a standard rate of £17 per day per adult and £12 per day per child.

It might be appropriate to reimburse customers for costs incurred outside of the complaints policy. Where the costs relate to us or our contractors not having met our responsibilities, we should open a complaint and consider compensation as part of the complaint.

Exclusions – where we will not offer compensation under this policy

- Personal injury claims – these must go to our insurers
- Disrepair claims – these will be dealt with via our solicitors and in line with the Disrepair Protocol
- Damage to items which should be covered under personal contents insurance
- Damage caused beyond our control
- Lost wages

We may consider **aggravating and mitigating factors** when calculating compensation. For example, whether any action or inaction by the customer has made matters worse or could have helped reduce the impact in any way.

Where the customer has suffered damage or loss beyond our control, we will not offer compensation but may refer to our Financial Inclusion team for access to the Hardship Fund or support from other agencies.

Missed appointments

When we or our contractors miss a pre-arranged appointment which the customer was required to attend, and we haven't given more than 24 hours notice, we will offer the customer a £20 voucher.

This can and should be offered at the first point of contact and should be offered outside of the complaints process.

We will not consider compensating for loss of wages at this point.

Where repeat appointments are missed or where the customer is unhappy with the service received, we should open a complaint. **At this point, additional compensation should be considered based on impact and any known needs and vulnerabilities.**

How we'll calculate your compensation for our service failings

We will follow the Housing Ombudsman's Compensation guidance.

Our starting point is always assessing the impact on the customer, **taking into account any known needs or vulnerabilities of the household**.

We will look at the **time, trouble and inconvenience** incurred.

Impact can be assessed as:

Minimal impact	£0	Apology, learning.
Low impact	Up to £100	Apology, learning.
No permanent impact	Up to £600	Apology, learning.
Significant impact, physical and/or emotional impact	£600 +	Apology, learning.
Severe long term	£1000 +	Apology, learning.

Minimal impact

The impact lasted for a short time only and didn't affect the overall outcome for the customer. Usually a single incident.

Low impact

The impact lasted for a short duration but might include some distress, inconvenience, time, trouble, disappointment or loss.

No permanent impact

A service failure which adversely affected the customer.

Significant impact

A service failure which had a significant impact on the customer. There was a physical and/or emotional impact.

Severe long term impact

Either one significant failure or a series of failures which had a detriment to the customer.

Compensation for complaint handling

Minimal impact	£0	Apology, learning.
Low impact	Up to £50	Apology, learning.
No permanent impact	Up to £100	Apology, learning.
Significant impact, physical and/or emotional impact	Up 20 £250	Apology, learning.

Minimal impact

Usually a single incident which did not affect the overall outcome for the customer.

Low impact

A minor failure in our response to the complaint.

No permanent impact

A failure which adversely affected the customer.

Significant impact

A failure which had a significant impact on the customer.

Compensation for room usage and utilities

Where one or more rooms cannot be used, a percentage of the rent should be considered. This should be calculated from the date our initial service failure is reported to the date repairs are complete.

Room	**Percentage of weekly rent**
Living room	20%
Bedroom	20%
Kitchen	30%
Bathroom	30%
Bathroom where additional WC available	20%
Entire home	100%

<table>
<tr><td>Loss of heating</td><td>£8 per day</td><td>UNLESS suitable, alternative heating provision offered</td><td rowspan="6">Additional compensation must be considered for impact on the customer, taking into account known needs and vulnerabilities.</td></tr>
<tr><td>Loss of hot water</td><td>£8 per day</td><td></td></tr>
<tr><td>Loss of both heating and hot water</td><td>£15 per day</td><td>UNLESS suitable, alternative heating provision offered</td></tr>
<tr><td>Complete loss of power</td><td>£10 per day</td><td>Consider additional losses, eg perishables under section 3 in addition.

Where loss of power affects heating/hot water, compensation for both will be considered.</td></tr>
<tr><td>Loss of lighting only</td><td>£10 per week</td><td></td></tr>
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How we'll pay your compensation

Missed appointment vouchers will be sent directly to the customer.

Direct payments will be made by BACS.

Where compensation is not based on loss incurred and there are rent arrears or other outstanding charges on account, we may credit the compensation ordered to the customer's rent account.

Key points for board/committee members and the regulator

Our Board and operations committee is responsible for approving this policy and making sure it supports our objectives to:

- Thrive
- Engage
- Evolve

Policy updates

The Resolutions team is responsible for updating this policy.

Policy updated and approved 5 May 2026. Next review due 5 May 2028.