

Leathermarket JMB Compensation Policy

Amendment record

Page no	Revisions made in version:	Date
5	Added new section 3.4 Time limit for the claims	27/02/2025

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Process Owner

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1.0 POLICY STATEMENT

Leathermarket JMB aims to provide excellent housing services for our residents. Nevertheless, there will be times when our service falls below expected standards. When it does, we want to act swiftly to put it right. On occasion, this may include a remedy in the form of financial compensation. This policy outlines how compensation will be calculated to ensure a consistent, fair, and proportionate approach.

Levels of compensation will be determined by the facts of the case, for example, the amount of time the complainant has had to wait for a decision and the nature of the injustice.

Where a debt is owed to us in the form of rent or service charge arrears compensation payments will be used to offset the debt. Any credit remaining will then be transferred to the tenant. This does not affect reimbursement payments for costs incurred by the resident.

2.0 AIMS AND OBJECTIVES

- To provide a consistent, fair, and proportionate approach
- To make the process of assessing compensation payments as simple and easy to understand as possible
- To take a practical approach on a case-by-case basis, applying discretion and common sense

3.0 WHEN COMPENSATION WILL NOT BE PAID

Payments will not be made:

- Where it is identified that the matter does not fall within Leathermarket JMB's responsibility. Examples include tenant and leaseholder repair obligations.
- For any claim that should be covered by home contents insurance. Tenants and leaseholders are responsible for arranging contents insurance for accidental damage to their belongings.
- When an issue is subject to legal proceedings
- When the claim is related to issues/incidents that occurred over twelve months ago
- Where you or a member of your household or visitor to your property are responsible for the damage. This includes not reporting repairs in good time or failing to keep appointments.
- Where the fault was unforeseeable for example a leak from a neighbouring property
- Service failure because of extreme or unforeseen conditions, for example severe weather
- Loss of utilities outside of our control, such as a failure by a utility provider

3.1 WHEN WILL COMPENSATION BE CONSIDERED

The aim of providing redress in the form of compensation is to restore the individual to the position they would have been in had the service failure not occurred.

There are three types of compensation payment:

- **Mandatory** (this applies to disturbance or home loss, where you lose the right to rent your home, or to compensate reasonable expenses incurred in being re-housed on either a temporary or permanent basis)
- **Quantifiable loss payments** (where you can demonstrate actual loss because of our actions or omissions, or those of a third party acting on our behalf)

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- **Discretionary payments** (goodwill payments for time and trouble or distress and inconvenience)

3.1 MANDATORY PAYMENTS

These are payments that we are legally obliged to make and where we have no discretion over the amounts awarded. They apply to:

Home Loss: If you have lived in your property for at least twelve months and are required to move home permanently because of demolition or redevelopment of your home. The amount of Home loss payment is prescribed by the Home Loss Payments (Prescribed Amounts) (England) Regulations 2023, and is reviewed regularly by Government.

Disturbance: If you are required to move to another property temporarily or if you need to move permanently but don't qualify for a home loss payment because you have lived in your property for less than twelve months. This payment is for reasonable moving costs.

Improvements: If you are required to leave your home and you have completed improvements to your property after April 1994 you may be entitled to compensation for those improvements. This does not apply to fixed term tenancies.

Right to Repair: Secure and introductory tenants can use this scheme, which covers specific repairs, known as 'qualifying repairs'. A 'qualifying repair' is one that does not cost more than £250, but if not completed within a set time limit is likely to jeopardise the tenant's health and safety. If we do not carry them out within that time limit you may be entitled to compensation.

Only certain repairs qualify for the scheme, including insecure doors, broken entry phone systems, and problems with water and electricity supplies. You can find out if your repair is a 'qualifying repair' by contacting us.

The legislation governing these payments is contained within:

- Land Compensation Act 1973.
- Housing Act 1985.
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
- Housing Act 1988.
- Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

3.2 QUANTIFIABLE LOSS PAYMENTS

If a tenant or leaseholder can demonstrate actual loss because of our actions or omission we will make quantifiable loss payment. Costs must have been reasonably incurred and evidence of loss must be provided. Examples of this type of payment would include:

- A partial refund of rent in respect of areas of a property that are deemed uninhabitable for a prolonged period
- Refund of rent in respect of a garage that is deemed unusable for an extended period, where an alternative could not be provided
- Refund of costs incurred where we failed to respond within a reasonable time to repairs, for example increased heating bills, payments for takeaway food, or laundry bills.

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We will not cover costs if you have:

- Not notified us of the issue
- Not given us reasonable time to rectify the issue
- Refused us access to the property
- Refused our offer to rectify the issue

3.3 DISCRETIONARY PAYMENTS

These payments are made to compensate for instances of service failure, loss, or inconvenience. We offer standard amounts for frequently occurring minor service failures which may not have had a significant impact such as a missed appointment.

Examples of discretionary payments

Category	Level of compensation
Missed appointments	£20 per appointment
Increased electricity costs due to use of a temporary heater	£2.50 per day
Increased electricity costs because of use of a dehumidifier	£3.50 per unit, per day

Where the impact has been more significant we will offer a higher level payment.

Examples of discretionary payments where there has been a significant impact:

Low impact (awards from £10 up to £100):

Low impact means we accept the service has not achieved the expected standards, which has had an impact on the resident but was of low impact, short duration and caused minimal or low inconvenience or distress. The compensation awarded constitutes a token in acknowledgement of the failure to perform.

Eg. A delay in carrying out a repair, or a failure to reply to letters or return phone calls etc

Medium impact (awards of £100 to £250): The events are clearly an injustice to the complainant and the service has failed to meet the required standards, resulting in a moderate degree of inconvenience or distress. A repeated failure by us to address the shortcoming, even of a low impact event, could give rise to consideration of medium impact level of compensation.

Eg. Significantly delayed repairs which have resulted in distress and inconvenience, where the resident has had to chase responses and seek corrections of mistakes.

High impact (awards of £250 to £500): A serious failure in service standards resulting in severe long-term impact including physical or emotional impact or both. It could either

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be the severity of the event or a persistent failure over a protracted time or an unacceptable number of attempts to resolve and address the complaint.

Eg. A service failure that has gone on for over a year, with a lack of action to address the issue, such as an ongoing leak that has caused avoidable damage to the property or the resident’s belongings, or has required them to leave their home.

3.4 TIME LIMIT FOR COMPENSATION CLAIMS

Claims for compensation must be made within 12 months of the incident or service failure. However, exceptions to this time limit may apply in certain circumstances, including but not limited to:

- Ongoing issues that were not immediately apparent, where the time limit starts from the date the issue was discovered.
- Severe circumstances such as significant injury or illness prevented the claimant from making a timely claim.
- Legal disabilities that prevent the claimant from making a claim, with the time limit extended until the disability is resolved.
- Situations where the claimant was under quarantine or dealing with a contagious condition, extending the time limit accordingly.

These exceptions ensure that all residents have a fair opportunity to seek compensation, even in challenging situations.

4.0 LOSS OF HEATING AND HOT WATER

We acknowledge that heating and hot water outages should be dealt with separately to the normal compensation procedure. These can affect households linked to a district heating system and a consistent and fair approach to compensation is required.

For outages affecting *both* communal heating and hot water and lasting longer than 24 hours we will pay £3 for each whole day for the duration of the outage. This payment of compensation includes reasonable costs for additional electricity usage due to use of temporary heaters.

If we are aware of the outage because it has occurred on a district heating system these payments will be made to either the rent account or service charge account, dependent on tenure, once per quarter. Tenants with individual boilers will need to make a claim, and compensation owed will be made to the rent account. Claims will be assessed from the date the fault was reported until our contractors have informed us that the repair has been made. The payments are additional compensation onto the accounts and not a reduction in charges. If private tenants of leaseholders wish to claim compensation they must do so from their landlord.

For properties with individual boilers the same tariff will be applied when a complaint is submitted and where the JMB is at fault.

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5.0 REQUESTING COMPENSATION

A resident seeking compensation for a service failure will be asked to provide details of what went wrong and what the impact was. This can be done informally or as part of a complaint.

6.0 EQUALITY, DIVERSITY, AND INCLUSION

The aim of providing a consistent, fair, and proportionate approach, and applying discretion to assess the impact of a service failure, allowing us to take a case-by-case approach is built into the policy so that we do not have to apply a one-size fits all solution.

Where required, JMB staff will assist residents in making a claim for compensation. You can also ask somebody to act on your behalf and if we have your permission we can discuss your claim with them.

7.0 THE HOUSING OMBUDSMAN

The Housing Ombudsman investigates complaints and resolves disputes involving tenants and leaseholders of social landlords. It is a free, independent, and impartial service.

You can contact the Ombudsman at any time by:

Writing to them at: Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ

Telephone: 0300 111 3000

Email: info@housing-ombudsman.org.uk

For more information, visit: www.housing-ombudsman.org.uk

8.0 MONITORING AND LEARNING

We will keep a record of compensation paid and use learning to continuously improve our services.

Compensation awards will be reported to our Board quarterly.

9.0 DATA PROTECTION

The Data Protection Act 2018 and UK General Data Protection Regulations (UK GDPR) regulates the way in which organisations can use personal data. We are committed to protecting the rights of all complainants and always follow the Data Protection Policy.

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