



# Ongo Homes Compensation Policy

## December 2024

**Lead Officer: Customer Experience Manager**

<b>Version No.</b>	<b>Purpose/Changes</b>	<b>Approval Date</b>	<b>Approved By</b>	<b>Suggested Review Date</b>
8.0	Full Review	December 2024	Community Voice	2027/2028
7.0	Health check	July 2021	Heads of Service	July 2024
6.0	Health check	November 2017	Heads of Service	December 2020
5.0	Health check	December 2016	Heads of Service	January 2017
4.0	Unknown	November 2015	NLH Board	January 2017
3.0	Health check	January 2013	Heads of Service	January 2015
2.0	Full review	September 2011	Operations Committee	September 2013
1.0	New Policy	August 2006	Unknown	February 2008

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## **1.0 Our policy is...**

- 1.1 To ensure compensation is consistent fair and proportionate and will consider the guidance and regulation from Housing Ombudsman and best practice.
- 1.2 To provide excellent services to all customers. We acknowledge however, that sometimes things go wrong, and the service falls short of the standards we have set out. Our aim is to restore the customers position they would have been in if the service failure had not occurred.
- 1.3 To recognise that there are other remedies available to put a situation right and customers are not automatically entitled to compensation, but in some instances financial compensation may be the only form of appropriate redress.

## **2.0 It applies to...**

- 2.1 This policy applies to Ongo Homes services, tenants, customers and shareholders. It does not apply to any other areas of the Ongo Group. The policy applies to services provided by Ongo Homes and our contractors.
- 2.2 This compensation policy will apply to leaseholders where Ongo's service provision is inadequate.
- 2.3 When considering compensation each case will be dealt with on its own set of individual circumstances. We will also take the customers personal circumstances into account, as these may have amplified the impact of the service failure. We will endeavour to treat all of our customers equally however there may be times where we need to prioritise where customers have specific needs.

## **3.0 Because we want to...**

- 3.1 Ensure we resolve our customers' issues quickly, fairly, and impartially.
- 3.2 Act in line with the Housing Ombudsman complaint handling code and comply with industry best practice.
- 3.3 Encourage a wider approach towards remedies and consider other actions we take beyond just offering compensation, whilst ensuring the remedies are proportionate to the service failure and reflect the impact on the customer.
- 3.4 Make the process for compensation claims accessible and as simply as possible, you can do this by contacting [Enquiries@ongo.co.uk](mailto:Enquiries@ongo.co.uk) or calling 01724 279900.

## **4.0 Types of compensation...**

- 4.1 These are the types of compensation we may consider:

### **4.2 Home Loss Payments**

- 4.2.2 Home loss and disturbance payments fall under the Land Compensation Act 1973. Customers will qualify for a home loss payment if they have been moved due to one of the following reasons:

- Compulsory Purchase
- A demolition, improvement or closing order made by the Local Authority
- Improvement or redevelopment by a Housing Association - customers will qualify for home loss if they move out of their home after the Housing Association has informed them of the intention to redevelop or dispose of the site
- Demolition under any other compulsory order
- A court order for eviction from a secure tenancy granted to allow demolition or work (if a customer moves out before a court order is granted, there will be no right to a home loss payment)

4.2.3 To qualify for a home loss payment, a customer must:

- Have lived in their home for more than twelve months
- Have an assured or fixed term tenancy, and
- Have moved permanently

4.2.4 The amount of compensation payable is set by the Government each year. We will comply with this.

4.2.5 Only one home loss payment is made per household.

### **4.3 Disturbance payments**

4.3.1 Customers qualify for disturbance payments if they are the legal tenant on the date the move took place, and if they are moved permanently. The move must have been a direct consequence of one or more of the following:

- Compulsory purchase order
- demolition, improvement or closing order made by the local authority
- Improvement or redevelopment by a housing association demolition under any other compulsory order

4.3.2 Disturbance payments are made to cover the reasonable expenses of moving. This may include several different items, for example:

- Cost of removal
- Disconnection / reconnection of appliances
- Re-fitting or replacement of carpets and curtains
- For further information, please read our Decant Policy

### **4.4 Qualifying improvements**

4.4.1 To qualify for Right to Compensation for Improvements, tenants of Ongo Homes must satisfy the following criteria:

- Permission has been granted for the improvements by OH. If permission was not given prior to the improvement taking place, then it can be applied for at the time of the claim for compensation. However, if OH decides to refuse permission then the customer would not be eligible to claim for compensation
- The improvements were made after 1<sup>st</sup> April 1994
- The claim is made within 14 days of the tenancy ending

- The tenant has not exercised their Right to Acquire or Right to Buy their property
- There is no outstanding order for possession

#### **4.5 Loss of services**

4.5.1 Customers who pay a service charge for service or amenities will be entitled to a refund of the cost of the service where it hasn't been provided for a continuous period of over one week. This will only be the case if the loss of service is due to a failure on Ongo's part.

#### **4.6 Quantifiable loss**

4.6.1 In some cases there is evidence that a service failure has led to a direct measurable loss. We will assess these cases and make a judgement on reasonable costs incurred. We will require evidence of these losses to support the claim.

Example of a quantifiable loss are:

- Total loss of a possession, such as a carpet or an ornament
- Damages caused in the home by Ongo where cleaning, repair or replacement would be required

#### **4.7 Discretionary Loss**

4.7.1 Discretionary compensation can be paid where Ongo's actions have resulted in:

- Poor complaint handling
- Delays in providing a service (e.g. In undertaking a repair)
- Temporary loss of amenity
- Failure to meet target response times
- Loss of use of part of the property
- Failure to follow policy and procedure
- Unreasonable time taken to resolve a situation
- The customer suffering distress and inconvenience

#### **5.0 We will..**

5.1 Consider all claims fairly and consistently to provide customers with fair and equitable outcomes.

5.2 Consider claims made within 12 months of the failure, fault or event unless there are exceptional circumstances to prevent this from happening or where statutory timescales are in place for mandatory payments.

5.3 Acknowledge all claims within 5 working days.

5.4 Investigate and respond to all claims for compensation within 20 working days of the claim being acknowledged. However, if evidence isn't provided or further information is required it may be extended. We will keep the customer informed of an extended date if this happens.

5.5 Pay the compensation direct to the customer unless there are monies owing to us and then we will offset any rent arrears or other debts owed to us if and when it is reasonable to do so. For example, if the compensation was to replace an item that

has been damaged, we will always replace or pay the sum amount even if there are arrears. Monies could take up to 14 working days to reach your account, due to banking processes.

5.6 Not consider the following under this policy:

- Claims for personal injury
- Claims that are covered under our liability insurance
- The failure was beyond our control e.g. severe weather or where we have advised in advance that a service will no longer be available
- The incident was caused by a customer's failure to comply with the terms of tenancy or lease e.g. to provide access to their home for essential work
- The issue is subject to tribunal or legal proceeding

5.7 We will not pay compensation if we are unable to achieve our standards due to circumstances beyond our control. For example (this list is not exhaustive):

- Where our insurance providers do not consider a claim to be appropriate
- Adverse/exceptional weather conditions
- Epidemics or pandemics
- Accidental damage where we have not done anything to cause the damage, i.e. burst pipes, blocked drains or events that could not have been predicted and/or were not reported
- Loss or damage to any of our properties caused by customers, visitors or adjacent occupiers or criminal acts caused by third parties (i.e. not our employees or people working on behalf of Ongo
- Where a customer prevents or delays us from delivering a service or contributes in some other way to the service failure
- We will not compensate until a matter is fully resolved and understand the impact of the case

5.8 Payment of any form of compensation does not imply acceptance of any liability with regards to claims against Ongo's insurance policy.

## **6.0 Making sure we do what we say...**

6.1 The Customer Experience Manager is responsible for the development and implementation of this policy.

6.2 Everyone involved in the compensation process will receive full training with additional refresher training where necessary.

6.3 Periodic reports to ELT will contain information on the levels of, and reasons for, compensation payments to assist in evaluating the effectiveness of this policy.

## **7.0 Other things to bear in mind...**

7.1 Ongo has buildings insurance however this does not include tenant's contents within their home. It is really important that tenants take out their own home contents insurance there are instances beyond Ongo's control referred to in 5.6 and 5.7 of this policy where compensation will not be paid out. As an example, in a fire or flood not caused by Ongo or Ongo's actions, all belongings could be destroyed and Ongo would not replace these items. This includes things like carpets, furniture, clothes, toys and all personal belongings etc this is where contents insurance can manage that risk and help to replace your belongings in these events. It is important for you to seek the best home contents insurance for your circumstances.

7.2 This policy also links to our:

- Compensation Procedures
- Decant Policy
- Complaints and Feedback Policy
- Reasonable Adjustments Policy
- Maintenance Policy

7.2 The main pieces of legislation and regulation relevant to this policy include:

- Land Compensation Act 1973 as amended
- Housing Act 1985 & 1996
- Housing Ombudsman Complaint Handling Code
- Housing Ombudsman Remedies Guidance

## **8.0 We'll look at this again...**

8.1 This policy will be reviewed every three years unless it has been identified that an annual review is required. We will also review earlier if any regulatory or legislative changes occur and have an impact on this policy.

## APPENDIX 1

### Discretionary Payment Calculations

This is a guide to assist appropriate calculations for discretionary compensation payments and is in line with the Housing Ombudsman remedies guidance.

The following guidance provides a framework for discretionary payments to be calculated by Ongo. This does not include any statutory or quantifiable loss calculations that may have been evidenced but compensation to recognise the following:

- The severity of Distress
- Time and trouble caused (Length of time involved/repeated contacts)
- The impact on the household or customers affected
- If there are any disabilities or vulnerabilities which amplifies the impact to the customer.

Impact rating	Impact on Customer/Tenant	Level of redress
Low impact	<p>Customer has not suffered significant inconvenience over a short duration of time. The service has not achieved the expected standard, but the impact is minimal. The customer vulnerabilities have been considered, and it has not amplified the impact in anyway.</p> <p>This could include feeling of disappointment, loss of confidence in services, delays in getting the matter resolved and minimum time and trouble to the customer.</p>	£50-£100
Medium impact	<p>Where the circumstance has caused an injustice to the customer and the service failed significantly to meet the required standard over a moderate duration of time.</p> <p>The customer vulnerabilities mean the impact of the service failure has moderately amplified the impact caused. This could include feelings of distress, worry, inconvenience which has impacted daily living and caused time and trouble.</p>	£100 - £600
High Impact	<p>This is where the circumstance relates to a serious failure in service standards. It could either be the severity of the event, a persistent failure over a</p>	£600 plus

	<p>prolonged period of time or unacceptable number of repeated attempts to resolve and address the issue.</p> <p>The customer vulnerabilities means that the failure has amplified the impact caused. This could include serious lasting distress and inconvenience that has impacted the household and enjoyment of their home and/or wellbeing and health.</p>	
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