



Compensation and Payments Policy and Procedure

1. Introduction

1.1 A tenant may claim compensation if their home has been damaged as a result of our negligence or we have failed to meet our statutory or contractual responsibilities. Claims must be dealt with quickly to minimise further loss and inconvenience and they may have the right to financial compensation. Sometimes this will involve a claim against our insurers.

2. Policy

2.1 Circumstances in which a tenant may have a claim for compensation:

- Furniture, fittings or other belongings are damaged or broken by our staff or contractors doing work on our behalf
- We have failed to carry out a repair that is our responsibility and this results in a loss or damage to the tenant's belongings. This includes delay in doing the repair beyond the published target times
- Decorations are damaged as a result of a repair, or delayed repair in most circumstances we would make good the damaged decorations ourselves
- The tenant is put to extra expense because of extensive repair work (e.g. using a tenant's gas or electricity)
- A substantial part of the tenant's home is uninhabitable or essential equipment is unusable for more than 48 hours due to delayed or inadequate repairs; alternative accommodation should be offered
- If a tenant's rent includes a service charge for specific services and we fail to provide those services for more than a week, part of the service charge may be refunded.
- If a tenant has to move out of their home so that major building works can be carried out. The law demands payment of removal costs and other disturbance expenses. In some cases the tenant may be entitled to a 'home loss' payment; alternative accommodation should be offered
- Tenants who carry out improvements, with the landlords prior consent, may have the right to be reimbursed for the cost of these improvements when they end their tenancy.

2.2 This procedure applies to Co-op Homes short life and permanent tenants, as well as co-ops tenants where the co-op use Co-op Homes maintenance services as part of their management agreement with Co-op homes.

2.3 Circumstances in which the tenant will not have a claim:

- If we have acted responsibly and have done what the law requires or what we have agreed to do as above
- The loss or damage has been caused by the tenants own act or omission, or by third parties invited into their property but not working on behalf of Co-op Homes. This includes private arrangements tenants may have made with one of our contractors



Compensation and Payments Policy and Procedure

- The loss or damage has derived from another tenants or neighbours actions or appliances
- The loss and damage is due to the acts or negligence of a third party

3. Procedure

3.1 Processing the Claim

- The tenant should report the loss or damage as soon as it is noticed.
- Co-op Homes staff should check that it falls within one of the above categories, if it does, follow this procedure; if it does not explain the policy to the customer
- The tenant will be told to make the claim in writing, including full details of the loss or damage, within 7 days of making the report
- Reasonable steps must be taken and recorded to limit further damage or loss, remedial work may be needed if necessary.
- Assess whether a visit is needed to assess the damage or loss and cost.
- Details of the claim, visit and remedial work (where necessary) will be passed to the General Manager for decision and approval
- Claims may be covered under our insurance, so this policy should be consulted before a decision is made
- The tenant will be written to informing them of the decision and the amount they will receive (if agreed), or whether it has been passed to the insurers.
- Process payment and deliver to tenant once the relevant remedial work has been completed

3.2 How Compensation is paid

- Compensation for lost or damaged goods and decorations will be based on their present value and not the cost of replacement 'as new'
- Compensation for inconveniences is at the discretion of the General Manager or the Committee of Management for Co-ops, but cannot exceed one months rent
- If the claim is referred to the insurers no admission of liability will be made buy Co-op Homes staff. The insurers will settle the matter with the tenant direct and compensate where necessary.