



Remedies & Compensation Policy

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Remedies & Compensation Policy

Table of Contents

1	Policy Purpose	3
1.2	Aims & Objectives:	3
1.4	Types of Compensation Payments	3
1.6	Mandatory Compensation.....	3
1.7	Quantifiable Loss Compensation	3
1.9	Discretionary Compensation.....	3
1.10	Other remedies	4
1.12	Policy Details	4
1.16	Circumstances Where Compensation May Not Be Offered	4
1.19	How to Request Compensation	5
1.25	How compensation is calculated	5
1.29	Compensation Payments.....	6
1.32	Right to Repair.....	6
1.34	Leaseholders and shared owners	6
1.38	Appeals	6
1.45	Delegated Authority to Approve/Offer Compensation.....	6
1.46	Compliance with Housing Ombudsman Guidance.....	7
2	Equality, Diversity, and Inclusion	7
2.3	Reasonable Adjustment and Support	7
2.5	Assurance	7
3	Legislative, Regulation and Good Practice.....	8
4	Links to First Choice Home's Policies and Procedures	8

Table of Appendices

Appendix A – Right To Repairs – Qualifying repairs	9
Appendix B - Compensation payments (applies to all customers,including leaseholders)	10

1 Policy Purpose

- 1.1 This policy sets First Choice Homes Oldham (FCHO) approach to providing compensation to residents (customer and where appropriate leaseholders) in a fair, consistent and proportionate way.

1.2 Aims & Objectives:

- 1.3 This policy aims to ensure we:
- Take a fair, and consistent approach towards remedies.
 - Act in line with the Ombudsman's Complaint Handling Code.
 - Have a customer centred approach and empower employees to reach fair outcomes.
 - Encourage a broader approach towards remedies and consider other actions we can take beyond just offering compensation.
 - Provide remedies that are proportionate to the service failure and reflect the impact on the customer.
 - Consider remedies offered based on the merits and circumstances of each individual case and the customer's individual needs.

1.4 Types of Compensation Payments

- 1.5 Compensation may be awarded in different forms depending on the nature and impact of the service failure. These categories are not mutually exclusive and may be applied in combination where appropriate. The aim is to restore the customer to the position they would have been in had the failure not occurred.

1.6 Mandatory Compensation

This refers to statutory payments required by law. Examples include:

- Home loss payments (e.g. due to compulsory purchase or redevelopment)
- Payments under the Right to Repair scheme.
- Disturbance or improvement payments, where applicable

1.7 Quantifiable Loss Compensation

- 1.8 This covers documented financial losses directly resulting from a service failure. Examples include:

- Increased heating costs due to unresolved disrepair
- Costs incurred for alternative accommodation.
- Out-of-pocket expenses for repairs that should have been carried out by FCHO.

1.9 Discretionary Compensation

This may be awarded in recognition of distress, inconvenience, or poor service. Examples include:

- Poor complaint handling
- Delays in delivering services (e.g. repairs)

- Failure to provide a paid-for service.
- Temporary loss of amenity
- Missed response time targets.
- Loss of use of part of the property
- Failure to follow agreed policies or procedures.
- Unreasonable time taken to resolve an issue.

1.10 Other remedies

- 1.11 Compensation is not always the only or most appropriate response to a complaint. In line with the Housing Ombudsman's guidance, alternative remedies should be considered either independently or alongside financial compensation. These may include practical actions such as undertaking repairs or redecoration that would normally be the resident's responsibility and gestures of goodwill, such as vouchers, chocolates, or flowers. A flexible and person-centred approach should be taken to identify the most suitable resolution, based on the nature and impact of the service failure.

1.12 Policy Details

- 1.13 We are committed to addressing service failures by taking corrective action and, where feasible, restoring the affected individual to the position they would have been in had the failure not occurred. A range of remedies may be used to resolve issues; however, in some instances, financial compensation may be the most appropriate course of action. Compensation may be statutory, obligatory, or discretionary, and is provided in recognition of any loss or disadvantage experienced by the complainant.
- 1.14 Valid complaints will be assessed in line with this policy and our Complaint Policy, and compensation will be considered where appropriate. Payments will be issued once all related works or issues have been resolved. We will ensure that compensation is fair and proportionate.
- 1.15 We are committed to:
- Ensure that payments are fair and reasonable.
 - Recognise that each case should be considered on its individual merits.
 - Ensure that where appropriate, discretion applied to claims.
 - Being transparent about compensation decisions and calculations Ensure that responsibility will be taken for any detriment or damage caused to an individual or their property and belongings by any contractor working on FCHO's behalf.

1.16 Circumstances Where Compensation May Not Be Offered

- 1.17 We may not offer compensation:
- Where damage is covered under a contents insurance policy.
 - Where personal injury is involved.
 - Where a claim has already been made through an insurance provider.
 - Where the issue resulted from circumstances beyond FCHO's control (e.g. extreme weather events or third-party utility failures).
 - Where reasonable access has not been provided for FCHO to investigate or resolve the issue.
 - Where the concern relates to dissatisfaction with a decision or service that was delivered in line with agreed standards.
 - Where the customers own actions or neglect have caused or contributed to the issue.

- Where delays are within reasonable timeframes or have been communicated appropriately.
Where the request for compensation is not supported by evidence or is considered unreasonable.

1.18 Where damage has clearly resulted from the actions or omissions of FCHO or its contractors, consideration may be given to reimbursement without requiring the resident to pursue a separate insurance claim particularly where the facts are not in dispute.

1.19 How to Request Compensation

1.20 Customers can request compensation in the following ways:

- By phone or in person
- By letter or email
- By completing the online complaints form on our website

1.21 All compensation requests will be managed under our Complaints Policy and treated as a Stage One complaint.

1.22 A Customer Excellence Officer will be assigned to investigate the issue and respond within the Stage One complaint timescales.

1.23 If a customer needs help making a complaint, we can provide support and make reasonable adjustments to meet their needs. We encourage customers to contact us to discuss any support they may require.

1.24 If the request involves a quantifiable financial loss, we may ask for evidence such as receipts or invoices.

1.25 How compensation is calculated

1.26 To assess a complaint where compensation may be payable, we will take a reasonable and proportionate approach, ensuring the customer/household circumstances are considered on an individual basis.

- The Customer Experience Officers will be fully trained on how to calculate compensation and will support the wider teams.
- In line with the Ombudsman Guidance we will categorise into minor, moderate or severe:

Minor - recommendation of payments between £50 - £100. This is where there has been a mild impact. The issues were short term, fixed now and minimal impact.

Moderate - Recommendation of payments between £100 - £600. Usually a bigger impact, where there has been a negative effect and things have taken a lot longer than expected.

Severe - Recommendation of payments between £600 - £1000. This is usually a significant impact, severe disruption, detrimental to health (emotional or physically), long term issue with repeat concerns.

- 1.27 FCHO may also decide to award compensation over our published maximum limits and set amounts if we believe it is fair and necessary to do so. This will be considered based on the merits of each individual case.
- 1.28 Compensation will be appropriate, fair in accordance with our Compensation Matrix as appropriate and the Housing Ombudsman remedies guidance.

1.29 Compensation Payments

- 1.30 All compensation offers will be made via BACS transfer unless agreed otherwise. Payments will be made within 28 days of the acceptance of compensation.
- 1.31 Any offers of compensation and payments will be in full and final settlement. Matters will not be reopened once an offer is agreed, or a payment has been made.

1.32 Right to Repair

- 1.33 We operate the Right to Repair scheme which gives customers the legal right to have certain urgent repairs completed with prescribed timescales. When these timeframes are not adhered to, a customer may pursue a disrepair claim against us which could lead to compensation being paid if proven. The compensation is fixed by the legislation at an initial sum of £10, plus £2 for every day thereafter that the repair is not completed, up to a limit of £50. A full list of qualifying repairs is set out in Appendix A.

1.34 Leaseholders and shared owners

- 1.35 There are limited circumstances in which compensation claims for leaseholders and shared owners may be accepted. Service charges paid for a specific service that we provide may be fully or partly refunded if the specified service failed to be provided or was not provided in full.
- 1.36 We will only consider discretionary compensation for missed appointments on communal repairs if the leaseholder has been specifically requested to be present and records support this.
- 1.37 If a leaseholder enters a business as a private landlord, we will not consider compensation requests from them or their tenant.

1.38 Appeals

- 1.39 There is no formal appeal process for discretionary compensation decisions.
- 1.40 If a customer believes they are entitled to mandatory compensation but have not received an offer, they should seek independent advice after their complaint has been reviewed.
- 1.41 By accepting a compensation offer, the customer agrees that their complaint is resolved or will be resolved by the proposed actions.
- 1.42 This does not affect their right to contact the Housing Ombudsman if they remain dissatisfied.
- 1.43 If a customer disagrees with the amount offered, they should:
- State the amount they believe is fair.
 - Explain why they consider that amount appropriate.

- 1.44 The Customer Excellence Team will review the request within five working days. If the original offer was made in line with policy, it may remain unchanged.
- 1.45 If no agreement is reached, the case will move to Stage Two of our Complaints Policy. A senior colleague will review the case and issue a final response within 20 working days, confirming the final compensation amount.
- 1.46 While there is no formal appeal process for discretionary compensation decisions (as noted in section 1.39), such decisions can still be reviewed through the complaints process. This ensures that concerns about fairness, consistency, or process are considered, even if the original decision is not overturned.

1.47 Delegated Authority to Approve/Offer Compensation

All amounts of compensation to be approved or offered must be in line with internal Financial Regulations Invoice Approval limits.

1.48 Compliance with Housing Ombudsman Guidance

- 1.49 FCHO's approach to compensation is informed by the Housing Ombudsman's guidance, ensuring that decisions are fair, proportionate, and evidence based. We aim to offer remedies that reflect the nature and impact of service failures, while avoiding duplication of compensation where alternative routes such as insurance claims are available. Discretion may be exercised in cases where FCHO or its contractors are clearly responsible, and the facts are not in dispute.

2 Equality, Diversity, and Inclusion

- 2.1 We are committed to promoting equality, diversity, and inclusion in everything we do. Oldham is a vibrant and diverse borough, and we recognise the importance of reflecting and responding to the needs of our local communities.
- 2.2 We ensure that all colleagues, customers, and stakeholders are treated fairly, with dignity and respect, regardless of their background or personal characteristics. This includes, but is not limited to, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

2.3 Reasonable Adjustment and Support

- 2.4 We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly. An Equality Impact Assessment has been completed on this policy.

2.5 Assurance

- We will monitor how effectively the business is applying this Compensation Policy by reviewing Housing Ombudsman determinations each month.
- Every 6 months we will carry out a quality assurance check on a robust sample of complaints to assess the extent to which the business is complying with the compensation policy.
- We will regularly seek feedback from complaint handlers on the effectiveness and ease of applying the policy and using the standard operating procedure.

3 Legislative, Regulation and Good Practice

3.1 We regularly review this policy and the process that supports it, ensuring compliance with relevant legislation and regulation. This list is not exhaustive but includes:

- The Housing Ombudsman scheme including the Complaint Handling Code
- The Social Housing Regulatory framework, including Transparency, Influence and Accountability Standard.
- Housing and Regeneration Act
- Localism Act 2021
- Human Right Act 1998
- General Data Protection Regulation 2018 (GDPR) guidance.

4 Links to First Choice Home's Policies and Procedures

- Complaint Policy
- Data Protection Policy
- Vulnerability Policy
- Complaints and related documents
- Reasonable Adjustments Policy

Appendix A – Right to Repairs – Qualifying Repairs

Right to Repair

The Right to Repair Regulations place a legal duty on social landlords, including FCHO, to complete certain urgent repairs within prescribed timeframes. These apply to secure, flexible, and introductory tenants. If FCHO fails to complete a qualifying repair within the set timeframe, the customer may be entitled to compensation.

Qualifying Repairs

Qualifying repairs are urgent issues that pose a risk to the health, safety, or security of the customer. The following repairs are covered under the scheme, with the prescribed completion times:

Defect	Prescribed period in working days
Total loss of electric power	1
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 October and 1 May	1
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Leaking from water or heating pipe, tank, or cistern	1
Insecure external window, door, or lock	1
Partial loss of water supply	3
Partial loss of electric power	3
Total or partial loss of space or water heating between 30 April and 1 November	3
Blocked sink, bath, or basin	3
Tap which cannot be turned	3
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Leaking roof	7
Door-entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

Compensation Under the Scheme

If FCHO fails to complete a qualifying repair within the prescribed timeframe, and a second contractor also fails to complete the work, the customer may be entitled to compensation. This is set by legislation as:

- £10 initial payment
- £2 for each additional day the repair remains outstanding.
- Up to a maximum of £50

Appendix B - Compensation payments (applies to all customers,

including leasehold)

When considering a complaint, FCHO will consider whether we have followed our complaints procedure in line with the complaints policy. If we find we have not managed the complaint effectively through regular communication, proactive management, or investigation, we make an award for poor complaint handling using the following scales:

Compensation payment schedule

Type of Compensation	Description	Examples	How Compensation is Calculated
Mandatory Compensation	Statutory payments required by law.	Home loss payments, Right to Repair scheme payments, disturbance/improvement payments.	Fixed by legislation (e.g. £10 initial + £2/day under Right to Repair, up to £50).
Quantifiable Loss Compensation	Documented financial losses directly resulting from service failure.	Increased heating costs due to disrepair, costs for alternative accommodation, out-of-pocket repair expenses.	Based on receipts, invoices, or other evidence of financial loss.
Discretionary Compensation	Recognition of distress, inconvenience, poor service, or time and trouble.	Poor complaint handling, delays, missed response times, temporary loss of amenity, failure to follow procedures.	Categorised by impact: Minor (£50-£100), Moderate (100-£600), Severe (£600 -£1000).
Other Remedies	Practical actions or goodwill gestures offered instead of or alongside compensation.	Repairs or redecoration beyond normal responsibility, vouchers, chocolates, flowers.	Assessed case-by-case based on appropriateness and customer needs.

Additional Notes:

- Payments for out-of-pocket expenses (e.g. the cost of running temporary heaters) will be made directly to the customer.
- No deductions will be made from compensation payments for rent arrears.
- Compensation aims to restore the customer to the position they would have been in had the service failure not occurred.

