

# Polisi lawndal Tenatiaid Tenant (Contract Holder) Compensation Policy

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Cyngor Sir Gâr  
Carmarthenshire  
County Council



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## 1. Purpose of the Compensation Policy

The Ombudsman expects landlords to have a compensation policy which gives guidance on offering compensation. This makes sure that we, as a landlord, are protected when claims are made.

This policy applies to compensation which we may pay if there is a valid complaint. In some cases, the compensation is controlled by legislation, referred to as “statutory compensation” and in other cases the level of payment is our discretion.

We encourage all our tenants (contract-holders); leaseholders; and residents to have home contents insurance, as compensation will only be paid for damages to individual’s personal property in exceptional circumstances.

## 2. Context

We are committed to providing a high-quality service to all our tenants and residents. However, there are occasions when we fail to deliver on this commitment and things can go wrong. In most cases we can resolve complaints by:

- Acknowledging when things go wrong
- Providing the service asked for
- Changing the way we do things if they are not right
- Looking again why a decision may have caused unfairness

We understand that individuals may suffer some disadvantage or loss because of our actions, errors, or mistakes. In some cases, compensation may be required if the complainant has suffered loss or inconvenience by our lack of action.

Compensation due to major works are covered under our Major Works Agreement which was endorsed by full council in 2007. We will continue to meet our Statutory obligations and associated payments set out in various legislation e.g. Home Loss Payments.

### **3. Key principles**

- To make sure a clear, fair and transparent approach to dealing with claims for compensation.
- To outline the degree of service failure that necessitates compensation.
- To make clear what actions the claimants need to have taken to be eligible for compensation.
- To have a clear process in place for our staff to follow when dealing with a complaint or compensation claim.

### **4. Who is covered by the policy?**

The compensation policy is for the benefit of tenants (contract-holders) of our housing stock.

### **5. Who is not covered by the policy?**

The policy does not involve leaseholders, however we recognise that we have a contractual obligation under the terms of the lease while carrying out works. Any claims for compensation will be dealt with in accordance's with our complaints policy and the terms of the lease.

We will not pay compensation for any disturbance or nuisance caused by new build schemes / major works schemes / environmental, and clearance works to sites that the council owns. If we are in breach of legislation or there is clear evidence that we are liable, claims will be referred to our insurers.

### **6. Circumstances when the policy will apply.**

- Damage to personal items and internal decorations which has been caused whilst we carry out repair and maintenance works. Liability must be confirmed by our contractor or the Council.<sup>1</sup> In some cases we will make good items, however this is subject to a reasonable test, for example a mark left on the carpet would not mean the whole carpet would be replaced.

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<sup>1</sup> The Renting Homes (Wales) Act 2016 (s93,(1)) provides that the "landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations".

- Additional utility costs (gas, electricity, oil, LPG) incurred due to loss of heating for more than 24 hours (between 31 October and 31 May) or hot water for more than 24 hours. This must be confirmed by our contractor or the Council.
- Additional fuel costs for dehumidifiers incurred due to fire / flood damage.
- Compensation for food allowance (breakfast, lunch and dinner) if temporarily accommodated in hotel or B&B and meals are not included or no provision for cooking facilities.

## **7. Circumstances when the policy will not apply.**

- Tenant/contract-holder's own actions in cases of damage
- Failure to inform the Council about works required or raise issues within 28 days.
- Failing to respond to contact from the Council when investigating claims.
- The complainant has repeatedly refused to allow access to inspect the property and assess the extent of works needed.
- The complainant's lifestyle has resulted in the property getting into poor condition or the complainant's own actions have caused the damage or issue to arise.
- The tenant (contract-holder); leaseholder; or resident has not been affected by the problem or service failure.
- A tenant (contract-holder), a member of their household or a visitor; leaseholder; or a resident have acted in an unreasonable or vexatious manner.
- Loss of service is due to damage or misuse by the tenant (contract-holder), a member of their household or a visitor.
- Temporary loss of facilities or amenities for less than 24 hours.
- Loss of service, utilities or amenities is beyond the Council's control (by 3rd party) e.g. power cut; ruptured water main; blocked street sewers; awaiting parts on order.
- Where legal action is being taken either by the Council or by the tenant (contract-holder); leaseholder; or resident.

- Where the matter is being processed via an insurance claim.
- Accidental damage has occurred e.g. burst pipes, blocked drains or other events which could not have been predicted.
- Loss of income or pay for time off work.
- Where we have given advanced notice of programmed maintenance works allowing the tenant (contract-holder); leaseholder; or resident to make alternative arrangements.
- Disturbance or nuisance caused by new build schemes / major works schemes / environmental, and clearance works to sites that the council owns. If we are in breach of legislation or there is clear evidence that we are liable, claims will be referred to our insurers.
- Personal injury claims or loss will be dealt with by our insurers.
- Any other circumstances not set out in the policy.

## **8. Timeframe for making a claim.**

Any claims for inconvenience or distress must be made within 28 days of when the event occurred.

## **9. How will compensation payments be made.**

Compensation payments will not be made as rent reductions. Tenants (contract-holders) must continue to make their rent payments to avoid being in breach of their tenancy/contract. We will take amounts to cover any rent arrears and other debts the tenant (contract-holder) owes from the compensation payment. The tenant (contract-holder) will be paid what's left.

Any payment made will be a full and final settlement of any complaint, dispute or claim.

## **10. Appeals**

If tenants (contract-holders); leaseholders; or residents are not happy with a decision on compensation or goodwill payments, they can go through our formal complaints procedure.

Should a tenant (contract-holder); leaseholder; or resident refer a complaint to the Public Services Ombudsman for Wales (only after the Council's complaints procedure has been exhausted) we will consider and comply with any orders and recommendations made by the Public Services Ombudsman for Wales.

## Compensation schedule

Type of payment	Calculation and value	Authorisation
Complete loss of heating/additional fuel costs	Formula to calculate: 2 x Ofgem set capped rate per kWh per heater. (2 heaters provided max output 2kWh per heater)	Team Leader
Flood/severe water leaks/additional costs for dehumidifiers	A flat rate payment of £10 per day per dehumidifier provided based on 12 hours usage.	Team Leader
Redecoration of a room/area	We will redecorate properties after works where the original decorations have been substantially affected. We will make good to any damage where possible (Renting Homes Act).  Or if tenants (contract-holders) wish to redecorate themselves, we will pay an allowance based on our decoration allowance schedule	Service Manager
Damage of personal possessions	Ideally cost of replacing or repairing should be met by the tenant's (contract-holder's) Contents insurance.  Where a tenant's (contract-holder's) personal possessions have been damaged as a result of a property failure and they have no contents insurance, we will consider reimbursing by making good, damaged items. However this is subject to reasonable costs. Documented evidence of purchase and of the damage caused will need to be evidenced.  All other claims for damage will be referred to the council's insurers.	Service Manager
Compensation for food allowance if temporarily accommodated in hotel or B&B and meals are not included or no provision for cooking facilities	Refer to Council's current overnight accommodation and meal allowances.  No compensation will be payable if the tenant/contract-holder has been moved to temporary accommodation. Criteria for the Disturbance payment will apply in accordance with the decant procedure, refer to the Major Works Agreement and Decant Procedure.	Service Manager
Renting Homes Act	Compensation will be paid in accordance with the Act	Team leader