

COMPENSATION AND PAYMENTS POLICY

1. Statement of Intent

This policy outlines the circumstances in which EastendHomes will make payments of compensation or refund to tenants as a result of:

- Loss of amenity
- Circumstances in which compensation may be due
- Other circumstances amounting in loss including decant and temporary moves

Detail

2. Amenity Refunds

2.1 Lack of heating and/or hot water

Where a tenant is totally without heating or hot water from a district heating system for two days or more, the proportional equivalent of the heating and/or hot water charge will be paid for any breakdown during the heating season. For example, where heating is provided for thirty weeks but charged over 52, the refund per week during the heating season is weekly charge times 52 divided by 30. The refund for a hot water breakdown of more than two days will be proportional to the weekly charge.

2.2 Service Charges

For the loss of any amenity charged directly as a service charge, where there has been a complete service delivery failure, the service charge will be refunded in direct proportion to the weekly charge.

3. Compensation

3.1 Compensation for Damage

Compensation for damaged belongings can be made only where the losses result from EastendHomes actions or failure to act. EastendHomes liability will be assessed in association with EastendHomes insurers. Proof of loss will be required.

3.2 Compensation for Qualifying Improvements

3.2.1 Tenants have the right to make improvements to their homes, provided they first obtain written consent from EastendHomes. In specific

circumstances, EastendHomes will offer tenants compensation for qualifying improvements at the end of their tenancy.

3.2.2 In order to claim compensation, tenants will be expected to provide proof of the cost of the improvement. The amount of compensation will be calculated taking account of the 'notional value' of the improvement (which will be a reasonable assessment of the value), the expected life of the improvement and the time elapsed since the work was carried out.

3.2.3 For example, a tenant may have obtained permission to install a shower in 1995 at a cost of £200. The cost of the work falls within the "notional value" of the improvement. The "expected life" of a shower is twelve years. The tenant moves out six years later and would therefore be entitled to half of the initial cost of the work or £100 as compensation.

3.3 Right to Repair and Compensation

3.3.1 Where EastendHomes fails to complete repair work within the time-scales stipulated in the Repair and Maintenance Policy, it will, in certain circumstances, offer tenants compensation. EastendHomes will provide tenants with advice and information on their rights under the relevant legislation and the procedures that they will need to follow to benefit from any compensation payable.

3.3.2 In these circumstances, the tenant will first be entitled to instruct EastendHomes to appoint a second contractor to undertake the repair work. If the second contractor fails to complete the work on time, the tenant will be entitled to compensation of £10, plus £2 thereafter for everyday the work is not completed, up to a maximum of £50.

3.4 Compensation Arising from Major Works

3.4.1 No compensation or rent reduction will be payable as a result of major improvement works being carried out to an estate, block or individual property. This is to ensure that the maximum resources can be directed to achieving improvements which residents will directly benefit from.

4 Removal Expenses

4.1 Where a tenant is required to move in order for major work to be undertaken to their property, EastendHomes will offer assistance towards the tenants removal expenses, including the reasonable costs of:

- A removal company
- Disconnection/reconnection charges for electricity, gas, telephone and washing machine; (any work to gas appliances must be carried out by a **Corgi** registered operative)
- The redirection of mail for a maximum 3 month period

- Miscellaneous expenses such as replacement/relaying of carpets, replacements of curtains, adaptation of fitted units.

4.2 Where a tenant is moving temporarily, EastendHomes will assist with removal expenses both to and from the temporary accommodation as appropriate.

4.3 The maximum sums payable for removal expenses will be set and reviewed annually by EastendHomes Officers and agreed by the Finance Sub-committee.

4.4 Payments for all items of expenditure will only be made upon production of the relevant invoice or receipt.

5. Move to Temporary Accommodation

5.1 Where a tenant moves to temporary accommodation, the rent payable on the temporary accommodation will be capped at the level of the rent on their permanent accommodation or reduced if the rental charge on the temporary accommodation is less than that for their permanent accommodation.

6. Home Loss Payments

6.1 Tenants may qualify for home loss payments where:

- The move is a permanent one
- The move is necessitated by the redevelopment or demolition of the property (not simply major repairs) and
- The tenants have lived in the property as their only or principal home for a minimum of twelve months before the move.

6.2 The amount available as a Home Loss payment is determined by Government regulations and is regularly updated.

7. Ex-Gratia Payments

Exceptionally, the Director of Housing may award an ex-gratia payment up to £250. Payments in excess of this amount will be considered by the Finance Sub-committee.