

Compensation Policy

Hexagon aims to give good standards of service in housing and care, but occasionally things do go wrong. If a tenant makes a complaint, we will investigate and put the matter right quickly if we can. In some circumstances, tenants may be entitled to compensation and this leaflet gives the details and how to claim.

When can compensation be considered?

- When we have not completed certain qualifying repairs on time
- When we have failed to provide an essential service set out in the tenancy agreement
- When we have failed to keep an appointment and not let you know in advance
- When a room in your home cannot be used because of lack of repair
- If we, or our contractors, damage your belongings
- When you have carried out an improvement which “qualifies” under the Tenants’ Improvement scheme and are moving out

Compensation will be paid direct to you where we are compensating you for an actual loss or damage. In other compensation cases, we will pay you direct unless you owe us money¹ in which case the compensation is used first to offset any arrears.

When we have failed to carry out emergency or urgent repairs

When you report an emergency or urgent repair from the list attached, we will send you a copy of the order which tells you what has been ordered, the contractor doing the work and the date by which it should be completed. If we fail to carry out the repair within the time-scale set out in the order, you should inform us that the repair has not been done and we will issue a second order.

Under the “Right to Repair” you may be entitled to compensation *if we fail to complete the repair at the second attempt*. The amount is set at £10 plus £2 per day for each day over the time set out in the list, up to a maximum of £50.

We cannot pay compensation when:

- Contractors cannot get into your home
- Contractors are waiting for spare parts and have kept you informed
- Extra work is required and the contractor has kept you informed
- The service is unavailable due to extreme weather conditions, vandalism or other circumstances beyond our control or that of our contractors.
- We have a possession order against you

¹ E.g. Current or former rent arrears; service charge arrears; rechargeable repair debt

Failure to meet an essential service in the tenancy agreement

Where a service to your home is not being provided, such as a lift breakdown failure, the element of your weekly service charge attributable to the service that has failed will be reimbursed for each complete week that it has been unavailable.

(Minor fluctuations in the standard of estate cleaning and grounds maintenance fall outside the compensation policy, but any reported fall in standards will be dealt with straight away.)

Missed appointments

If a member of our staff or a contractor misses an appointment with you without prior warning, you can claim £10 compensation. Compensation cannot be paid if you have failed to provide access for the repair to be carried out or for an inspection or if *you* have failed to keep an appointment for repairs in the past. The other conditions on page 1 will also apply to missed appointments.

A missed appointment is where we are more than one hour outside the slot we agreed with you. If our member of staff is absent due to sickness on the day of the appointment, we will attempt to notify you by 10am at the latest; only those with a specific timed appointment before 11am would be compensated.

When rooms cannot be used

In some cases, repairs to your home may make rooms unusable for a while. If a room is unusable for more than 72 hours, the compensation will be calculated as a proportion of the net rent due (up to 100% of the rent) as in the following table:

% of net rent payable for non-use of room

Rooms out of use							
Size	Kitchen	Bathrm	Living	Bed 1	Bed 2	Bed 3	Bed 4
1 bed	30	30	30	30			
2 beds	30	30	30	20	20		
3 beds	30	30	30	20	20	15	
4 beds	30	30	30	20	20	15	15

Where the whole of a property cannot be used while major work is done, Hexagon will arrange temporary alternative accommodation; in these circumstances where a tenant has to be “decanted”, a disturbance allowance is paid to cover actual expenses incurred. Whilst a tenant is in temporary accommodation, the rent due on their main home will remain payable, but there will be no charge for the temporary accommodation. (More information about decanting is available from Customer Services).

If damage is caused to your possessions

If your belongings are damaged by a member of our staff, or where Hexagon has been negligent (for example, not carrying out a repair we had been told needed doing) we will reimburse you out of Hexagon funds or through our insurance, after the goods have been inspected by our staff or an insurance company. If a contractor causes the damage, we will ensure the contractor reimburses you through their insurance.

If the damage has been caused in some other way e.g. by a roof leak of which we had no knowledge before the event, or by your neighbour's washing machine leaking, it is not our responsibility to make good your loss. All tenants are encouraged to arrange home contents insurance to cover the first of these circumstances and the person responsible should reimburse you for the second type of problem.

Where you have made improvements to your home

You may be entitled to compensation when you leave for certain types of improvements you have carried out to your home. A number of conditions must be met:

- The improvements must “qualify” – the list of such works is attached
- You must have our written consent for the improvements before the work starts
- You must provide three estimates from genuine companies and state your reason for choosing a particular company. The improvement must be of a satisfactory standard when you vacate the property.

The compensation granted will be based on the initial cost of the work, depreciated over the assumed life of the improvement. For example, if a tenant has spent £3,000 on a new kitchen and leaves after half its expected 10 year life, then compensation of 50% of the cost (£1,500) will be paid.

Compensation will not normally be given if you have replaced an existing item in good condition, well before the end of its expected life. There is a limit of £3,000 in the compensation which can be paid. More detailed guidance on this scheme for which the rules have been set by the Government will be provided on request.

Time and Trouble and Distress and Inconvenience

There may be circumstances where compensation can be considered at Hexagon's discretion for such things as the distress or inconvenience caused by delays in getting repairs done or if someone has had to go to more trouble than normal in pursuing a complaint. Any remedy offered in these circumstances is entirely at our discretion.

How to claim compensation

If you think you are entitled to compensation, please complete the form at the back of this leaflet and send it to:

Responsive Repairs Manager (for claims relating to repairs)
Stock Improvement Manager (for claims relating to improvements) or to
Housing Services Manager (for other claims)
Hexagon Housing Association
130-136 Sydenham Road
London SE26 5JY

We aim to reply within 10 working days; however, it can take longer to reach a decision where we have to carry out a visit. The decision letter will notify you of the amount of compensation, if any, you will be receiving.

Compensation will be paid direct to you where we are compensating you for an actual loss or damage. In other compensation cases, we will pay you direct unless you owe us money² in which case the compensation is used first to offset any arrears.

If you are not satisfied with a decision about compensation, you can request a review by following Hexagon's formal complaint procedure.

² E.g. Current or former rent arrears; service charge arrears; rechargeable repair debt

Compensation claim form

Name.....

Address.....

.....Postcode.....

Telephone No. Home.....

Work/daytime.....

Email.....

Please give details of your claim in the space below. Include the names of any Hexagon staff you dealt with, any contractors, details of poor works, dates when appointments were broken etc. Please note that for missed contractor appointments, we will show your claim to the contractor and ask for their response.

If you are claiming for compensation for eligible improvements to the property you are leaving, state what the works were and when they were carried out. *Please attach receipts.*

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(Continue on separate sheet if necessary)

Please state the amount you are seeking in compensation.

£.....

Signed.....Date.....

Hexagon is committed to equal opportunities and we want to ensure that all our tenants are treated fairly. Please tick the boxes which apply to you. Your answers are confidential and will not affect your claim in any way.

Age group: Under 24 years 25-38 years 39-59 years 60+

Gender: Male Female

To which of these groups do you consider you belong? *Please tick one box only*

White

- British
- Irish
- Any other White background
(please tick & write in)

Mixed

- White & Black Caribbean
- White & Black African
- White & Asian
- Any other mixed background
(please tick & write in)

Asian

- Indian
- Pakistani
- Bangladeshi
- Any other Asian background
(please tick & write in)

Black or Black British

- Caribbean
- African
- Any other Black background
(please tick & write in)

Other

- Chinese
- Other (please tick & write in)

Gypsy/Romany/Irish

Do you have a disability? Yes No

Qualifying emergency and urgent repairs

Emergency Repairs	Urgent repairs
Total loss of electrical power	Partial loss of electrical power
Unsafe power, lighting socket or electrical fitting	Partial loss of water supply
Total loss of water supply	Total or partial loss of space or water heating between 1 May and 31 October
Total or partial loss of gas supply	Tap which cannot be turned
Blocked flue to open fire or boiler	Leaking roof
Total or partial loss of space or water heating between 1 November and 30 April	Loose or detached banister or hand rail
Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the house) toilet pan	Rotten timber flooring or stair tread
Major leak from water or heating pipe, tank or cistern ³	Door entry phone not working
Insecure external window, door or lock ⁴	Mechanical extractor fan in internal kitchen or bathroom not working
	Toilet not flushing (where there is no other working toilet in the house) ¹

Notes

- 1 Hexagon normally regards this as urgent, provided the tenant can use a bucket of water to flush the toilet
- 2 Only emergency if major leak, other leaks are urgent if containable
- 4 Window – only emergency if on ground floor; door lock – not emergency if another working lock on door (i.e. night latch broken, but mortise OK)

Compensation for damage to possessions

- Where our staff damage your possessions, we will need to see the goods before we can consider compensation.
- In many cases, it will be possible for goods to be satisfactorily cleaned, for example, carpets. If our inspection indicates this is a practical option, we will either arrange the cleaning ourselves or will reimburse you for your own reasonable costs
- Compensation will be based on the age of goods, not “new for old.”

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Eligible improvements

Qualifying improvement	Notional life in years
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	15
Storage cupboards in bathroom or kitchen	15
Work surfaces for food preparation	15
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other external window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings including smoke detectors	15
Any object which improves the security of the house, excluding burglar alarms	10

Note that:

- You must have our written consent for the improvements before the work starts.
- Normally a site visit will be made to ensure the proposed improvements are practical. In some cases, there is also a statutory requirement for a local authority Building Control officer to approve the work. Planning permission may be required. The surveyor doing the inspection will advise you if this is the case.
- You must provide three estimates from genuine companies and state your reason for choosing a particular company.
- The improvement must be of a satisfactory standard when you vacate the property and must not be so unusual design or materials that they may be rejected by an incoming tenant.
- Compensation will not be paid until you have left the property in a satisfactory condition.