Compensation and Goodwill Policy – SI002

1. What is the purpose of the policy?

This policy sets out our approach to paying compensation for both statutory reasons and where we have failed to deliver our services in line with our service standards and timescales.

2. Who does the policy apply to?

This policy applies to all bpha operations and services. It can be used by anyone who receives services from bpha and has a contractual agreement with us, or anyone affected by our services or by work carried out by our contractors or third-party agents. It does not apply to members of the public who do not have a contractual relationship with bpha, personal injury claims, or sub-tenants of leaseholders.

This policy is available on the bpha policy page of our website.

If you need it in an accessible format, please contact the Customer Communications Centre on 0300 100 0272 or email info@bpha.org.uk.

3. What are the main policy principles?

bpha will:

- Recognise that, on occasion, things go wrong that result in a loss or inconvenience for customers and others
- Commit to putting things right and, where appropriate, pay compensation
- Apologise where/when we get things wrong and learn from our mistakes
- Consider all cases for compensation based on individual circumstances and be fair and proportionate
- Seek to restore a person to the position they would have been in had the service failure not occurred
- Pay statutory and/or discretionary compensation as set out in this policy in line with the Housing Ombudsman's remedies guide which can be found on their website.
- Consider a goodwill gesture where this is appropriate.

4. What is a compensation?

Compensation falls into four categories:

- Statutory/Contractual Compensation – this is compensation that is payable by law in certain circumstances or is due in line with your tenancy/lease agreement
- Quantifiable Loss payments - these are compensation payments where a clear financial loss can be shown (for exceptions please see section 6 below).
- Discretionary Compensation – this is compensation for things such as inconvenience, distress or for us failing to do as we have promised.
- Goodwill gesture – this is a non-financial offer made in recognition that a minor service failing has occurred.

5. How will compensation be considered?

Statutory/Contractual Compensation

Home Loss - Home Loss payments are a fixed sum compensation payment made to residents who have lived in their home for a minimum of 12 months and are required to move permanently because of redevelopment or demolition of their home. The value of Home Loss payments is reviewed annually by the Government. Further details can be found in the Temporary and Permanent Moves Policy on the policy page of bpha's website.

Disturbance Payments – these cover the reasonable expenses of moving home when a resident is displaced from their property due to redevelopment or demolition of their home. In many cases residents may be eligible for both Home Loss payments and Disturbance Payments. Please see the Temporary and Permanent Moves Policy on the policy page of bpha's website.

Right to Repair - this covers qualifying repairs for tenants which cost less than £250 and are the responsibility of bpha to complete within a set time frame. If we fail to meet these timescales then compensation is payable at £10 plus £2 for each day the repair remains overdue up to a maximum a £50. Qualifying repairs include loss of services, heating loss, leaking roofs, toilet not flushing and water leaks.

Qualifying Home improvements - secure and assured tenants can claim compensation for improvements they carry out to their homes at the point of termination of their tenancy. To qualify, permission must have been obtained in writing for the qualifying improvement. Customers can claim for the costs of materials and labour costs up to a maximum of £3000. Claims for compensation for improvements must be made in writing between 28 days before the end of the tenancy or up to 14 days after the tenancy has ended. Original receipts/proof of purchase will be required, and the improvement must be in full working order and in good condition. Compensation is worked out based on the notional life of the improvement divided by the cost of the improvement minus the number of years left. For example:

- Cost of improvement - £2000
- Notional life of improvement – 20 years
- Resident moves after 10 years
- £2000 divided by 20 years = £100 per year x 10 years =£1000 deduction from cost.
- £2000 minus £1000 deduction = £1000 compensation.

Qualifying Home Improvement	Notional Life
Bathroom replacement	30 years
Door replacement (except fire doors)	25 years
Window replacement	25 years
Kitchen replacement	20 years
Central Heating/boiler replacement	15 years

Quantifiable Loss payments

Loss of rooms or facilities

If part of your home or a room/rooms are not usable due to outstanding repairs that have been reported to bpha and not completed on time we will pay you compensation for the loss of these rooms or facilities, such as loss of heating or power. The compensation payment will be based on the rent charged for your home. This does not apply if you have been offered and accepted temporary accommodation elsewhere whilst repairs are carried out.

Other Quantifiable Loss

We will pay compensation where our service failure has caused an actual, measurable financial loss. Examples include cleaning costs following repairs, replacing items we have damaged, increased heating bills due to disrepair, alternative accommodation costs, or takeaway food costs if you cannot use your kitchen. We will usually ask for evidence, such as receipts or invoices, and the costs must have been reasonably incurred.

Discretionary Compensation

Discretionary compensation may be paid where there has been avoidable inconvenience or distress because of our service failings. Examples include:

- poor complaint handling and poor communication
- delays in providing a service
- a repeated need to complain to get us to provide a service
- not addressing all the issues outstanding
- an unreasonable time to resolve a situation.
- missed appointments

We will consider all cases individually based on the severity of the issue that has occurred, the length of time involved and the impact of the service failure on the household including any relevant disabilities or vulnerabilities. Please see our Vulnerability Policy available on the policy page of bpha's website.

The amount paid will depend on the impact to you and your household. We consider impact under the following categories.

Low Impact - the complaint has been upheld, there has been minor inconvenience to the customer and the issue was resolved in a short timescale.

Medium Impact - there has been clear inconvenience or distress as a direct result of our service failure or poor complaint handling.

High impact - a serious failure has taken place which has resulted in a significant impact to the customer with inconvenience and distress over a prolonged period of time.

Payments will be considered by the Complaints Resolution team to ensure consistency and transparency.

Goodwill Gestures

In some circumstances where financial compensation is not payable, we may provide a non- financial goodwill gesture such as flowers, vouchers or hampers.

6. When will we not pay compensation?

Compensation will not be paid where:

- We have not been notified of the issue and/or not been given time to remedy the issue
- An insurance claim has been submitted for example for personal injury
- There is a loss of gas, water or electricity that is outside of our control. This is managed by the relevant utility company. We will work with the utility company to advocate on behalf of our customers.
- If damage or loss to personal belongings should have been covered by Home Contents Insurance and the damage is not linked to our service failure.
- Access to your home to complete a repair has repeatedly been refused
- There is minor damage to internal decorations due to planned works that are agreed in advance for example a new kitchen or central heating. The planned works team will discuss these larger projects with you before they start and explain how the work will be done.
- The loss was caused by the customer, a visitor or the neighbouring property for example a leak from a washing machine or as a result of an unauthorised alteration carried out by the customer.

We do not usually compensate for loss of earnings, which includes the use of holiday entitlement or needing to be available at home for a routine booked appointment.

7. What role does the Housing Ombudsman Service have?

The Housing Ombudsman Service plays a key role in overseeing complaints about providers of social housing including bpha. We are a member of the Housing Ombudsman Service scheme, and we must comply with the Housing Ombudsman Complaint Handling Code 2024. We must also adhere to any decisions that the Housing Ombudsman makes about any cases that are referred to them.

If the Housing Ombudsman Service upholds a complaint that has been referred to them, they will review any compensation we have offered and consider whether this was appropriate and award an additional amount if not. If it is they will advise us when issuing their final determination as to what level this compensation should be. We will pay any compensation recommended by the Housing Ombudsman Service in the timescale they set out in their final determination.

If you have referred your complaint already to the Housing Ombudsman Service you can contact them by using the online form on their website www.housing.ombudsman.org.uk, calling them on 0300 111 3000, e mailing them at info@housing-ombudsman.org.uk or writing to them at PO Box 1484, Unit D, Preston PR2 0ET. For information on making a new complaint please see our Complaints and Compliments policy on bpha's website.

You can also approach the Housing Ombudsman Service at any point for advice and support during your complaint.

8. How can I get advice, support and assistance?

For general queries and advice please contact our Customer Communication Centre on 0330 100 0272 or info@bpha.org.uk. All compensation requests through complaints are handled by our specialist Complaints

Resolution team and can be contacted through the Customer Communication Centre.

We can also offer support through our Customer Reasonable Adjustment policy and our Vulnerability policy. If you have a vulnerability, disability or protected characteristic that may impact on the way we deliver a service or handle your complaint under this policy then please so let us know when you contact us.

We are committed to Equality, Diversity and Inclusion and the delivery of services to meet the diverse needs of our customers.

If you have a complaint, you can also get support and advice from the Housing Ombudsman Service. The contact details are in Section 7 above.

9. What legislation and regulatory requirements will bpha consider?

A range of legislation and regulations supports the delivery of this policy including:

- Landlord and Tenant Act 1985
- Housing Act 1985
- Equality Act 2010
- Social Housing (Regulation) Act 2023
- The Home Loss Payment (Prescribed Amounts) (England) Regulations 2025
- Housing Ombudsman Service Complaints Handling Code 2024 and other associated guidance.
- New Build Homes Quality Code

This policy supports the delivery of the Regulator of Social Housing Consumer Standards -Transparency, Influence and Accountability Standard.

10. How will this policy be monitored and reviewed

- We will ensure that this policy is applied consistently across our different service areas and we will monitor:
- Volume and type of payment requests received
- Volume and type of payments made
- The amount awarded for each compensation request
- Compensation awards because of Ombudsman determinations.

This will be considered quarterly by our Operations Board and an overview provided to the Customer Experience Committee.

This policy will be reviewed every three years or sooner if there are any changes in legislation, regulatory standards or statutory guidelines.

Policy Number	Approved by	Date Approved	Policy Owner
SI002	Board	July 2026	Assistant Director - Risk and Assurance