



SP11 Compensation and Remedies Policy

1 Scope

This policy sets out Soha's approach to compensation and remedies. We will consider offering compensation and remedies to applicants, residents (including former residents) including leaseholders, shared owners or to other people affected by our services. We are able to consider claims from individual's advocates and those acting on behalf of deceased residents. We are also able to consider claims from groups and will allow for a named representative with written authority from all participants confirming they agree for that individual to act on their behalf.

Putting things right is not limited to paying compensation. Depending on the circumstances, it could also include:

- A sincere written or verbal apology that shows we understand what went wrong
- Acknowledgement that something has gone wrong, accompanied by an open and honest explanation
- Learning, with details of what action we have taken to prevent a recurrence of the shortfalls in service experienced by the customer
- A commitment to complete any outstanding actions (e.g. repairs) that we failed to complete, including a plan of action setting out how and when they will be resolved

It also includes situations where Soha, as a registered provider of social housing, has a statutory obligation to pay compensation to residents.

We will be guided by the Housing Ombudsman's Complaint Handling Code and best practice on dispute resolution principles.

2 Aim

Soha aims to provide excellent services that meet our residents' needs. If we fail to meet the level of service set out in our published standards, we will aim to put things right. At times, this may involve some form of financial redress.

3 Implementation

3.1 Whatever the nature of a claim, we will guarantee that we will:

- act reasonably and fairly at all times;
- look at all claims on their individual merits;
- listen carefully and give due attention to the resident's point of view;
- respond quickly and politely; and
- always aim to reach an agreement with which the resident is satisfied

- provide a breakdown of the award for each point and part of the complaint and not just provide a lump sum.

In some circumstances, payments will be made at the discretion of an authorised member of staff and the resident will not have to make a claim. While compensation may sometimes be appropriate, residents will have no automatic right to compensation or set the amount awarded.

Soha will aim to make compensation payments in line with value for money principles and the framework provided by the Housing Ombudsman (HOS) in its 'Compensation Guidance'. We do not view compensation as a "quick fix", but as a way of recognising the impact, and acknowledging how a resident has been affected. We aim to return the resident to the position in which they would have been had it not been for the action or inaction of Soha.

Soha will off-set any payments for compensation against rent or service charge arrears and this will be made clear to the resident at the time of offer. However, if the compensation is a statutory payment or out of pocket expenses such as damage to personal items that the residents needs to repurchase., this rule will not apply. Any exceptions to this will be at Soha's discretion.

Where compensation has been ordered through a Housing Ombudsman's determination, we will follow the order for the payment method.

3.2 When deciding how much compensation to offer, we will take into account several factors, including:

The extent of the service failure – How long the issue has been ongoing since we were first made aware of it. We will also look at how often the problem has occurred and the impact it has had on the customer, both in the short and long term.

The customer's individual circumstances – We understand that the effect of a service failure can be greater depending on the customer's personal situation. This may include factors such as age, disability, mental health, or temporary circumstances like pregnancy or illness.

Our compensation payments will reflect the fact that any impact is likely to be greater on a customer with specific characteristics and additional responsibilities. This includes considering whether the situation should have been handled differently, for example addressing a repair outside normal response times or adapting our communication methods appropriately.

Cumulative impact – We will consider where repeat failures or factors beyond the substantive issue have had a cumulative impact on a customer. For example, delays in attending to a repair may be accompanied by missed appointments, failures in communication, and poor behaviour by a colleague or operative. Cumulative impact also

includes a historical mismanagement of a customer's tenancy where they have experienced repeat failures.'

3.3 Payment of compensation will be paid within 10 working days upon receipt from the complainant of acceptance of compensation and details for how the payment is to be received. The Complaints Officer will send two reminders to the complainant if no response is received.

3.4 Offers of compensation will be valid for 12 months after the offer has been made.

3.5 Approach to group / block-wide compensation – this policy sets out the requirements for accepting group complaints, including the need for a named representative with written authority from all participants confirming they agree for that individual to act on their behalf.

However, there may be occasions where a resident raises a complaint and it becomes clear that other residents have been affected in the same way. In such cases, it may be appropriate for us to take a proactive approach and offer compensation to all affected residents, rather than waiting for each individual to submit a complaint. For example, this may include:

- Delays in fixing a lift breakdown in a block that affects all residents on the upper floors
- Delays in resolving a loss of electricity, heating, or other communal services that causes inconvenience to everyone in the building

When doing so, we should consider that the extent of impact may vary between residents. Using the lift example, those living on higher floors may experience greater inconvenience than those on lower floors. In such situations, a tiered compensation approach may be appropriate to reflect differing levels of impact.

Taking proactive steps in these circumstances helps ensure fair and consistent treatment, demonstrates that we are accepting responsibility for the issue, and may also reduce unnecessary complaints.'

4 Policy Statement

Soha aims to provide excellent services for its residents.

4.1 Soha will consider paying compensation in circumstances outlined in section 6, summarised below:

- We have a statutory obligation
- Contractors or Soha staff have not turned up to a repairs appointment
- Where there is a quantifiable loss to the resident i.e. there is damage to customers' furniture, such as a ruined mattress following a roof leak or personal property as a direct result of Soha's actions, or failure to act where we have a responsibility to have done so.
- Soha's service has been substantially below the standard expected and has caused considerable inconvenience; or

- In exceptional circumstances, we may make a goodwill gesture, whether following a complaint or otherwise, where Soha is not at fault but we consider a gesture to be appropriate.

Not all the above points will match our resident's situation; there may be other points to consider which may mean we pay compensation. We will review all requests on a case by case basis.

- 4.2** Soha is committed to managing its resources effectively. We will set an annual compensation budget and make every effort to manage payments within that budget, ensuring that all claims are dealt with in a fair and equitable way.
- 4.3** Soha will look to offer a non-monetary remedy when appropriate. This may include decoration, works or installation of carpets etc that would not normally be offered to residents as part of their tenancy.
- 4.4** On occasion, we may make a goodwill offer to resolve a complaint, such as sending shopping vouchers, flowers, or chocolates. These gestures are typically reserved for minor service failures or situations where a resident has been upset, regardless of whether it was due to a failure on our part. Such gestures will be carefully considered to ensure they suit the situation.
- 4.5** Where Soha is reimbursing residents for damage or loss to property or belongings and insurance contents cover is not applicable, where possible receipts and evidence should be submitted when making claims.
- 4.6** Soha will consider awarding compensation for complaints raised concerning requests for Social Tenant Access to Information Requirements (STAIRs) when a service failure has been identified, as per HOS guidance.
- 4.7** Soha will consider awarding compensation for complaints raised concerning Soha being the direct supplier of energy to residents' home when a service failure has been identified, as per the Energy Ombudsman's guidance.

5 Exclusions

Soha will consider each claim for compensation on a case by case basis. However below are circumstances when compensation or remedies will not normally be considered:

- The fault is with a third party (e.g. utility supplier)
- A situation which has been caused by the resident (e.g. neglect, lack of action or wilful damage).
- Issues subject to tribunal or legal proceedings (for example, where there is a Possession Order or Suspended Possession order against the complainant).
- Due to circumstances beyond Soha's control such as severe weather or act of God, we may look to repair or try and resolve the issue through our services.

- For items that have been damaged during works, where the residents have not reasonably cleared areas or moved valuable items prior to any repair works.
- Pest infestation such as bedbugs, where Soha is not liable (please see SP51 Pest Policy).
- Requests for repair or replacement of fixtures/fittings which are not the responsibility of Soha.
- We do not reimburse residents if they decide to employ a repair contractor, a specialist contractor or surveyor or advocate to assist them without getting our written permission and agreement beforehand.
- When services have been delayed due to the resident not allowing access to the properties or has unreasonably prevented or delayed resolution of an issue including proposed planned works that may improve property condition.
- Claims for personal injury. This would be claimed via a personal injury legal process.
- Loss of earnings, annual leave or rental income. Residents would be expected to allow access to their home for repairs/works as part of their tenancy agreement. However, repeated missed appointments or unnecessarily protracted time to complete works, compensation would be considered.
- Poor record keeping, although the impact would be addressed under other service failings.

5.1 Residents are expected to have contents insurance in place to cover their personal belongings, furniture, and decorations against risks such as accidental damage, loss, fire, water damage, or theft. This compensation policy is not intended to cover instances where a resident has chosen not to obtain appropriate insurance.

If it is claimed that we are responsible for any damage to furniture, decorations, or personal belongings however, we will investigate to determine whether the damage was caused or worsened by our actions or failure to act.

If it is established that the damage was directly caused by us, we recognise that it would be unreasonable to require the customer to claim through their own insurance – as doing so could result in increased premiums and additional inconvenience.

Instead, we will take the appropriate steps to rectify the situation either through paying an appropriate sum of compensation or by raising the matter through our own insurers, in line with the Housing Ombudsman's guidance: [Guidance on complaints involving insurance issues](#). We would offer a fair and reasonable settlement that reflects the actual loss suffered, while taking account of betterment and ensuring the claimant is not placed in a better position than before the loss."

6. Levels of compensation and remedies

Guidance on the amount of compensation and remedies given is dependent on the impact on the resident and the length of time the issue has been ongoing. The Compensation Matrix (appendix A) will be referred to when considering any compensation offer. This has been aligned with the Housing Ombudsman Compensation Guidance. The compensation matrix defines statutory compensation, quantifiable loss and compensation for when Soha's service

has been substantially below the standard expected and has caused considerable inconvenience. Offers of compensation will be valid for 12 months from date of offer.

6.1 Areas/criteria where we will consider compensation

We will consider compensation in the following circumstances and areas as outlined in the Housing Ombudsman's guidance:

Loss of use of property

Where Soha's service or inaction has led to the loss of an essential room due to it being substantially impaired and not able to be used for its intended purpose. This will need to be confirmed by evidence which may include survey results of qualified experts, Soha's records or photographic evidence.

Compensation may not be paid when emergency home move was reasonably offered (even if refused) or if the resident in some way contributed to loss of room through wilful damage, neglect or refusal of works/not allowing access. Where the loss was due to planned works and we gave reasonable notice and completed works in timescales given. We will not pay for compensation where any delays to planned works were unexpected or outside of Soha's control.

The definition of essential rooms are:

- bedrooms
- kitchen
- living room
- bathroom
- WC

Discretion will be applied if the property contains a room not listed above such as combined kitchen/living room. Areas such as gardens, hallways, landings and balconies are not accepted as essential rooms and will not be considered for compensation on loss of use but may be considered under other circumstances.

Compensation is based on a percentage of rent and varies by room type for the period of the issue. For leaseholders or shared owners we will award compensation based on the rent payable to Soha.

Loss of heating, hot water and water

Where the resident has raised a repair of loss of heating, hot water and water and Soha has not restored this within the relevant timescales. Compensation will start from when this timescale ends. Where there is a partial or intermittent loss we will award compensation proportionally. We may consider compensation for additional energy costs incurred by the loss on a case by case basis.

Compensation may not be payable if the loss was due to an action by the resident (such as non payment of utilities or not allowing access for repairs) or if alternative heating was supplied (even if refused) and there was another source of hot water (such as an immersion or electric showers). Where the loss was due to planned works and we gave reasonable notice and completed works in timescales given. We will not pay for compensation where any delays to planned works were unexpected or outside of Soha's control.

Additional electricity costs arising from using temporary heaters and immersion hot water use will not be reimbursed.

Loss of power

Where the resident has raised a repair of loss of power and Soha has not restored this within the relevant timescales. Compensation will start from when this timescale ends. Where there is a partial or intermittent loss we will award compensation proportionally. Where the loss of power results in loss of heating and hot water compensation will be awarded for both.

Where the loss of power leads to loss of perishable food or the need to purchase pre-prepared food, there is an expectation that the resident should claim from their insurance, unless it was due to a service failure or disrepair by Soha.

Compensation may not be paid if the loss was due to an action by the resident (such as non payment of utilities or not allowing access for repairs) or if alternative power was supplied such as a generator (even if refused). Where the loss of power was due to fault by third party supplier (Utility Company). Where the power loss was due to planned works and we gave reasonable notice and completed works in timescales given. We will not pay for compensation where any delays to planned works were unexpected or outside of Soha's control.

Non provision of a service where a service charge is paid

Where a resident has complained that they have not received a service for which they are charged for, Soha will take an evidence based approach and will review service logs and evidence supplied by the resident when deciding if compensation is due. Compensation will be a partial or full refund of the service paid for dependent on investigation.

Missed Appointment

Where Soha and its contractors have not attended an appointment without due notice (usually 24 hours before), failure to comply with pre-agreed reasonable adjustments leading to the appointment not going forward or that we were two hours late over agreed timescales and the resident could not facilitate a later appointment time.

Compensation will not be awarded due to issues outside of Soha's control such as staff sickness, breakdown of vehicle or availability of parts as expected. In addition, compensation

will not be paid due to the appointment not going ahead due to resident's actions, intentional or otherwise, such as resident missing reasonable notification of the appointment or not allowing access or the property being in a condition that did not allow for safe working conditions or access.

This compensation is separate to 'missed appointment payments' from Soha Response which are proactively paid and issued by the Scheduling team in the form of a e-voucher (appendix B) but will be considered when awarding compensation.

Impact of service failings

We will consider compensation where there has been an avoidable detriment to the resident or an unfair impact arising from a service failure that has resulted in delays, distress, inconvenience, time and trouble on the resident or their household.

Delays to repairs/works

We will consider compensation when repairs/works are delayed or are completed outside of our repair timescales.

Compensation will not be awarded due to issues outside of Soha's control such as staff sickness, breakdown of vehicle or availability of parts as expected. In addition, compensation will not be paid due to the appointment not going ahead due to resident's actions, intentional or otherwise, such as resident missing reasonable notification of the appointment or not allowing access or the property being in a condition that did not allow for safe working conditions or access.

Compensation will not be paid if the resident did not reasonably communicate with Soha or did not make themselves reasonably available during Soha's working hours to allow repairs to go ahead. In addition, if the resident made additional requests or demands that resulted in works exceeding the original repair timescales.

Distress and inconvenience

Where a resident has told or demonstrated that the service failing has impacted on their family life, use of home, employment or health and emotional wellbeing. Although Soha is unable to quantify how the failure has negatively impacted the residents physical or mental health we will take a reasonable approach to any compensation award.

This may include circumstances affecting the resident that has led to inconvenience:

- Significant negative emotions arising from the service failure.
- Raised expectations with wrong information leading to disappointment.
- Problems caused by delays or poor complaint handling.
- Loss of opportunity where the resident has experienced loss of benefits or gains due to the service failure.

This may include circumstances affecting the resident and the household that has led to practical inconvenience:

- Loss of holiday entitlement or income due to Soha's repeated failure to attend (but not loss of actual wages/income).
- Avoidable delays in repairs or works.
- Failure to follow procedures/policies that result in delays or resolving of issue.
- Failure to return communications from the resident outside of timescales resulting in delays to resolving issues.

Time and trouble

This policy recognises that requesting services and making a complaint incurs a reasonable amount of time and trouble but where residents have incurred significant time and expense when requesting a service or due to a service failure or poor complaint handling we will consider compensation. This may include:

- Repeated failure to log or progress a complaint or not addressing all issues.
- Failure to respond to reasonable requests or contacts.
- Repeated failure to attend appointments or complete agreed actions.
- Communication failures that led to resident having to make multiple reports on the same issues.
- Ignoring reasonable adjustment requests.

Aggravating factors

We will consider aggravating factors from the resident that requires a higher level of compensation due to the specific impact on the resident, such as the resident having a disability or health condition. These factors may include, but is not limited to:

- Mental health issue clearly worsened by a service failure.
- Household has young children and the impact of a decant over an extended period.
- Resident is disabled or is a carer for a disabled household member and the impact of a decant over an extended period.
- Resident has experienced a history of service failures from Soha that have resulted in a cumulative impact.

Mitigating factors against payment of compensation may include the resident's failure to communicate clearly with Soha; not bringing matters to Soha's attention in a reasonable timeframe, refusing help to make a clear complaint, repeatedly refusing access to property to allow Soha to resolve issues or pursuing a complaint in an unreasonable or excessive manner.

Poor complaint handling

Where we have identified a service failure in complaint handling or the complainant has raised concerns. This may include:

- Responses or actions outside the timescales outlined in our complaint policy and the Housing Ombudsman's Complaint Handling Code.
- Improper refusal to log a complaint within a reasonable timescale and the resident experiencing time and trouble.
- At stage 2 review the panel finds that the stage 1 did not address all points, recognise or inadequately give a full explanation or was unprofessional or unsympathetic in our response.

7. Responsibility

The Head of Resident Experience is responsible for the effective implementation of this policy. A Head of Service/Complaints Manager can approve any claim for compensation up to a value of £500. Any claims for compensation above this level will be approved by the Chief Executive or a Director.

- Complaint Officers can agree to any compensation up to the value of £250.
- Customer Service Advisors and Technical Officers can approve claims for compensation up to £100 on a case by case basis.

8. Appeals

We will deal with claims for compensation efficiently, sympathetically, and expediently to reduce the potential for dispute between residents and Soha. If a resident disputes when compensation should be paid, the amount of any payment, or any other aspect of how we administer the Compensation Policy, it may be appropriate for the Complaints Policy to be invoked. Compensation levels can be reviewed during the complaints process and adjusted accordingly.

As part of a complaint, residents can ask the Housing Ombudsman to investigate their case which may also include a claim for compensation. Details for the Ombudsman can be found in the Complaints Policy.

9. Resident Involvement

Soha has a Resident Experience Group (REG). The remit of the group is to adopt a lessons learned approach to resident feedback and to use the feedback, knowledge and intelligence from complaints, communications from residents through Customer Services and Resident Involvement to continuously improve our services and our accountability to residents. This will include reviewing compensation amounts for particular services or themes.

The REG and the Members' Forum will review and approve this policy.

10. Monitoring and review

As part of the annual complaints performance report to the Members' Forum and the Board, Soha will provide an overview of compensation paid. Soha will keep a record of all changes made as a result of learning from compensation claims. We will benchmark our performance with similar local housing providers.

11. Context

SP07 Complaints Policy
Soha Complaints Leaflet
SP01 Equality, Diversity & Inclusion
SP05 Repair and Maintenance Policy
SP10 Homeloss, Relocation & Emergency Move Policy
SP12 Service Charge
SP52 Reasonable Adjustments for Residents
Housing and Regeneration Act 2008
Housing Ombudsman's Complaint Handling Code
Housing Ombudsman's Compensation Guidance
The Right to Repair Scheme (contained within Section 121 of the Leasehold Reform, Housing and Urban Development Act 1993)

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