

DEPARTMENT:	GENERAL
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SQUARED IMPACT ASSESSMENT COMPLETED	N/A

1. Purpose and context

Squared takes every care to provide its customers with an excellent service. However, sometimes things go wrong and our service may fall short of expectations. There may also be other changes to a customer's home or service which cause inconvenience and/or expense. This policy sets out the circumstances where customers may be entitled to compensation and how claims will be considered. In applying this policy, Squared will have regard to the Housing Ombudsman's compensation guidance, including the principles that remedies should be fair, proportionate, evidence-based, and aimed at putting the resident back in the position they would have been in had the service failure not occurred.

2. Scope of this policy

This policy applies to customers who may experience service failures, loss of facilities, disruption during major maintenance or improvement works, complaint handling failures, quantifiable financial loss, or damage to their property where compensation or another appropriate remedy may be required. Claims will be treated on their individual merits, subject to the standards and exclusions set out in this policy, and with regard to the Housing Ombudsman compensation guidance.

3. Roles and responsibilities

- Front line staff are responsible for logging all claims for compensation and passing them to their Department Manager.
- Department Managers are responsible for ensuring claims are dealt with within the timescales set out in this policy.
- The Property Services Manager is responsible for considering compensation relating to loss of facilities, major maintenance or improvement works, and damage to residents' property where applicable.
- All claims for compensation will be reported to the Board of Management.

4. Definitions and legislation used in this policy

Qualifying repair: Any emergency or urgent repair which Squared is responsible for carrying out. Compensation for repairs-related service failures will be considered in line with the Housing Ombudsman compensation guidance, the impact on the customer, any quantifiable loss, loss of use, distress and inconvenience, and the individual circumstances of the case.

Specified period: Emergency repairs must be made safe within 24 hours. Urgent repairs must be completed within 7 days.

Housing Ombudsman compensation guidance: The Housing Ombudsman guidance explains its approach to compensation as a remedy, including quantifiable financial loss, unquantifiable financial loss, loss of use of the property, specific compensation orders, complaint handling failures, distress and inconvenience, and time and trouble. Squared will use the guidance as a benchmark when considering appropriate remedies, while assessing each case on its own facts. Fixed legacy compensation figures should not be used where a fairer assessment is required under the Ombudsman guidance.

5. Recommendations for independent contractors

This policy refers to circumstances where damage or service failure may involve contractors acting on behalf of Squared. Compensation will not normally apply where damage was caused by a customer, visitor, or a contractor who was not acting on behalf of Squared.

6. Main body: compensation arrangements

6.1 Service failures

Repairs: Compensation may be payable where there are unreasonable delays in completing repairs, where Squared has failed to carry out repairs within an appropriate timescale, or where a further request from a customer still fails to lead to the work being completed. Any compensation will be assessed on a case-by-case basis with reference to the Housing Ombudsman compensation guidance, including the nature of the failure, the length of delay, the impact on the customer, any loss of use, distress and inconvenience, time and trouble, and any evidenced financial loss.

Examples of emergency repairs include gas leaks, serious sewage leaks, complete loss of electrical supply or dangerous electrical faults, failure of central heating and/or hot water in winter months, blocked or unusable WC where there is only one WC in the building, insecure main entrance doors or ground floor windows, safety hazards, serious water leaks, and dangerous structures.

Examples of urgent repairs include minor leaks and overflows, water penetration through the roof, insecure windows above ground floor level, blocked drains that are not emergencies, unusable sinks, baths, basins or taps not caused by misuse, stopcock repairs, general electrical faults, and emergency systems.

Service quality: Where Squared fails to provide the required quality of service and the customer suffers particular distress or inconvenience as a result, compensation may be payable at the discretion of the relevant Department Manager. The level will be determined by the individual circumstances, taking into account the seriousness and consequences of the mistake, the impact on the customer, the length of time

the wrong has been suffered, any vulnerability or aggravating factors, whether the customer has experienced time and trouble pursuing the matter, and the Housing Ombudsman compensation guidance.

Failure of services subject to a service charge: Where Squared fails to provide services for which the customer is charged through a service charge, including services to communal areas, and the customer suffers loss or inconvenience, Squared will consider an appropriate remedy. This may include reimbursement or adjustment for the relevant element of the service charge for the period the service was unavailable, alongside any further remedy where justified by the impact on the customer and the Housing Ombudsman compensation guidance.

Other service failures: Compensation or another appropriate remedy may be considered where Squared fails to keep a pre-arranged appointment without giving reasonable notice to rearrange, or fails to respond to a complaint at any stage of the complaints procedure within the relevant timescales. The remedy will be assessed in line with the Housing Ombudsman compensation guidance and may take account of avoidable delay, additional effort, distress, inconvenience, loss of confidence in the service, and time and trouble.

6.2 Loss of facilities

If a customer is unable to use part of their home, compensation may be payable at the discretion of the Property Services Manager. In assessing loss of use, Squared will consider the extent of the area affected, the duration of the loss, the level of inconvenience caused, any reasonable alternative arrangements, and the Housing Ombudsman compensation guidance.

6.3 Disruption during major maintenance or improvement works

Squared will not generally consider compensation where major maintenance or improvement work is being carried out. However, Squared will recognise where unreasonable inconvenience or disruption has been caused and may consider compensation at the discretion of the Property Services Manager.

6.4 Damage to residents' property

Where Squared accepts that there has been negligence on the part of Squared or its representatives and the customer has suffered a loss as a result, compensation may be payable at the discretion of the Property Services Manager or, in certain circumstances, negotiated through Squared's insurers.

Where building or repair works are likely to disturb existing decorations, carpets or other fittings, Squared will consult with customers before works commence and agree the basis for any compensation payments. Squared may carry out reasonable redecoration or provide vouchers for customers to purchase materials to carry out the work themselves.

6.5 Compensation service standards

- All claims for compensation should be made in writing or by email within 28 days of the event or loss occurring. Squared staff should remain alert to situations where compensation should be considered in accordance with this policy.
- Where English is not the customer's first spoken language, or where vulnerability prevents the customer from writing in, a representative of Squared will make arrangements for a statement to be made or taken and signed.
- All compensation claims will be acknowledged within 3 working days.

- Squared will aim to give a decision on compensation claims within 10 days. If further investigation is required, the customer will be notified of the expected date by which a decision will be made. All decisions will be provided in writing.

Squared will treat every claim on its merits and will consider whether the customer has experienced actual, evidenced and reasonably incurred financial loss, unquantifiable loss, distress and inconvenience, time and trouble, loss of use, or another detriment arising directly from Squared's service failure. Where compensation is not the most appropriate remedy, Squared may consider other remedies such as an apology, an explanation, remedial works, a change to a decision, service improvement action, or another practical action to put matters right. Claims will be considered provided that supporting information is supplied where reasonably available, reasonable steps have been taken by the customer to allow access to rectify the problem, there is no evidence that the damage was caused or could reasonably have been prevented by the customer, the non-availability of parts or materials did not cause the loss of service, extreme or unforeseen circumstances beyond Squared's control did not cause the failure, and the claim has not arisen from an incident that would normally be covered by the customer's own contents insurance.

Compensation decisions should not be treated as punitive or as an automatic tariff. The starting point should be the full facts of the case, what went wrong, the length of time the issue continued, what Squared did to put matters right, and the actual impact on the customer. Any financial award should be reasoned, proportionate and clearly explained.

6.6 Payment

Where compensation claims are approved, Squared will normally pay the customer by bank transfer. In some circumstances, compensation may be credited to the customer's rent account, for example where this is agreed with the customer or where it is appropriate because there are arrears or other sums owed to Squared.

6.7 Complaints

If a customer wishes to complain about the handling of a compensation claim, they should follow the procedure set out in Squared's complaints policy and procedure. Squared will consider any complaint handling failure in line with the Housing Ombudsman Complaint Handling Code and compensation guidance, including whether the customer has experienced avoidable delay, additional effort, distress, inconvenience, or loss of confidence in the service.

7. Compliance and monitoring

Department Managers are responsible for ensuring that claims are dealt with within the timescales laid down in this policy and that decisions are fair, proportionate, consistent, and clearly recorded. Front line staff are responsible for logging claims and escalating them appropriately. Managers should ensure that compensation decisions take account of relevant evidence, the impact on the customer, any applicable remedies already offered, and the Housing Ombudsman compensation guidance. All compensation claims will be reported to the Board of Management.

8. Other relevant policies

This policy should be read in conjunction with Squared's complaints policy and procedure, the Housing Ombudsman Complaint Handling Code, the Housing Ombudsman remedies guidance, and the Housing Ombudsman compensation guidance.

Appendix 1 – Specific compensation orders

Service	Redress	Considerations
Loss of heating and/or hot water	• Apology • £15 per day for complete loss • £8 per day for loss of one service (heating or hot water)	• Where the landlord's policy sets out higher amounts for the same specific services, we will order compensation in line with that higher amount. • Where the use of a room is substantially impaired (unable to be used for its intended purpose), compensation will be based on the rent charged (see section 7, 'Loss of use of the property'). • Where the impact on the resident is significant and exceptional, we may order additional compensation (see section 9, 'Impact of service failings'). • Compensation for loss of heating should not be ordered where suitable, alternative heating is supplied. • Compensation should be ordered after the end of the applicable repair timeframe.
Loss of power	• Apology • £10 per day for complete loss • £10 per week for loss of lighting only	• Additional loss, e.g., perishables following a loss of electrical supply, should be considered distinctly to the set sums for loss of service (see section 5, 'quantifiable financial loss', and section 6, 'unquantifiable financial loss'). • Where a loss of power also affects heating and/or hot water provision, compensation will be awarded for both loss of power and heating and/or hot water • Compensation should be ordered after the end of the applicable repair timeframe.
Missed appointments	• Apology • £15 per missed appointment	• Where the impact on the resident is significant and exceptional, e.g. repeated failure to attend resulting in significant loss of holiday entitlement, additional compensation may be ordered (see section 9, 'impact of other service failings').

Appendix 2 – Compensation for complaint handling

Redress	Likely finding	associated impact on resident	Circumstances	Examples
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Apology	Learning	Service failure	Minimal impact	- There was minimal impact caused by the landlord's complaint handling failings. - The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact. - The landlord may have acknowledged the failing, but did not apologise, resulting in an unsympathetic approach.	- The landlord made an offer of compensation shortly after the complaints procedure which is sufficient financial redress, but there remain minor failings in its handling of the complaint. - There were minor factual inaccuracies in the complaint response which had no material impact on the complaint.
			Short duration, resulting in minimal inconvenience, time and trouble. Did not affect the overall outcome for the resident.		
Up to £50	Apology	Service failure	Low impact	- There was minor failure by the landlord in its response to the complaint and it did not appropriately acknowledge this and/or fully put it right. - The landlord may have made an offer of action/compensation, but it is not proportionate to the failings identified by our investigation.	- The complaint response was delayed by several days, causing minor delay in resolution of the substantive issue. - The resident was compelled to chase a complaint response due to a minor delay and lack of update. - The landlord has not applied its own compensation policy to the facts, resulting in a lower offer of compensation.
			Short duration May not have affected the overall outcome for the resident. Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and minor delays in addressing the complaint.		
Up to £100	Maladministration		No permanent impact	There was a complaint handling failure which	The complaint response was delayed by more than

Apology			adversely affected the resident.	several days, or there were repeated minor delays.
Learning			- The landlord has failed to acknowledge its complaint handling failings and/or has made no attempt to put things right, or - The landlord has acknowledged complaint handling failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.	The landlord responded to the substantive issue but failed to acknowledge sensitive circumstances, resulting in a heavy handed response.
Up to £250	Maladministration/ Severe	Significant impact	There was a complaint handling failure which had a significant impact on the resident.	The complaint response actively disregarded sensitive circumstances, resulting in a heavy handed response.
Apology	maladministration	Physical and/or emotional impact	The circumstances for maladministration or severe maladministration apply and the redress needed to put things right is substantial.	- The complaint response was delayed by weeks or months, affecting timely resolution of the dispute. - There were significant errors in the complaint response, resulting in misleading advice, unaddressed complaint, or confusion on the part of the resident.
Learning				

Appendix 3 - Compensation for impact of other service failings

Redress	Likely associated finding	Impact on resident	Circumstances
Apology	Service failure	Minimal impact	- There was minimal impact caused by the landlord's failings. - The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact. - The landlord may have made an offer of action/compensation, but it did not apologise for the impact of its failings, resulting in an unsympathetic approach. - The landlord may have made an offer of compensation post-complaints procedure which is sufficient financial redress, but there remain minor failings in its handling of the complaint. - An apology is sufficient to remedy what has gone wrong.
Learning		Short duration, resulting in minimal inconvenience, time and trouble.	
		Did not affect the overall outcome for the resident.	
		Low impact	
Up to £100	Service failure	Short duration	- There was minor failure by the landlord in the service it provided and it did not appropriately acknowledge these and/or fully put them right. - The landlord may have made an offer of action/compensation, but it does not quite reflect the detriment to the resident and/or is not quite proportionate to the failings identified by our investigation.
Apology		May not have significantly affected the overall outcome for the resident.	
Learning		Might include distress and inconvenience, time and trouble, disappointment, loss	

of confidence, and minor delays in getting matters resolved.

Up to £600				- There was a failure which adversely affected the resident. - The landlord has failed to acknowledge its failings and/or has made no attempt to put things right, or - The landlord has acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.
Apology	Maladministration	No permanent impact		
Learning				
£600+	Maladministration/ Severe	Significant impact		- There was a failure which had a significant impact on the resident. - The circumstances for maladministration apply and the redress needed to put things right is substantial. - The circumstances for severe maladministration apply but the redress needed to put things right is at the lower end of that scale.
Apology	maladministration	Physical and/or emotional impact		
Learning				
£1,000 +	Severe			- There have been serious failings by the landlord. - There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident. - The landlord's response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship. - The landlord repeatedly failed to provide the same service which had a seriously detrimental impact on the resident; demonstrating a failure to provide a service, put things right and learn from outcomes. - The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may).
Apology	maladministration	Severe long-term impact		
Learning				

