Compensation and Remedies Policy

1. What this policy is about

1.1 We aim to deliver high quality reliable services to customers, however we understand that sometimes things don't go as planned. This policy sets out our approach to putting things right if we do not meet the standards of service that we aim for, and the range of remedies that we will consider, including compensation.

1.2 The aim of this policy is to ensure that we respond appropriately to service failures by putting things right and offering fair, consistent and proportionate remedies, taking into account customer impact and circumstances.

The policy helps to ensure that we;

- Provide fair, consistent and appropriate remedies to resolve issues effectively.
- Consider a range of remedies to put things right, not just financial compensation.
- Offer compensation where it is appropriate, not only when requested.
- Assess each case individually, considering customer impact and circumstances.
- Wherever possible, aim to restore the resident to the position they would have been in had service failure not occurred.
- Take responsibility for service failure whether delivered by us or our contractors and third parties working on our behalf.

1.3 This policy applies to all customers, including tenants, leaseholders, shared owners, and service users, as well as anybody acting on their behalf. It does not apply to:

- Individuals that are not Livv customers or do not receive services from us.
- Sub-tenants of leaseholders.

1.4 This policy has links and will need to be read alongside other policies including;

- Complaints and Compliments Policy
- Customer Relocation Policy
- Repairs Policy

2. Our approach

2.1 The policy recognises that there are a range of remedies and actions that can be considered to put things right and that more than one may be appropriate.

2.2 If something hasn't gone as it should, we'll acknowledge it and take responsibility for any mistakes. When putting things right and apologising isn't enough, we'll consider offering compensation.

This policy applies from 1 August 2026
This policy applies to: Livv Housing Group, Livv Homes, Livv Maintenance

2.3 **Definitions**

Our compensation payments are split into 2 sections:

1. Quantifiable Loss Payments (where a customer can demonstrate an actual loss)
2. Discretionary Payments (for time and trouble/distress caused)

This policy applies to financial loss payments and discretionary payments. Our approach to statutory payments such as home loss and disturbance is set out in our customer relocation policy.

3 Compensation for Quantifiable Loss

3.1 Compensation for quantifiable loss is considered where service failure has resulted in unavoidable and measurable financial loss. Such as:

- Costs that have been reasonably incurred as a result of service failure e.g. higher energy costs as a result of running alternative heat sources, when we've failed to restore the heating within a reasonable time frame or higher water bills due to failure or unreasonable delays to remedy a leak.

3.2 We'll consider paying compensation for all or part of the loss and costs must be reasonable and proportionate for the situation.

3.3 We will ask customers to provide evidence of any financial loss claimed (such as receipts or bills), including details of the cost incurred and why the expense was unavoidable.

Where evidence is not available, we will take a reasonable and proportionate approach, considering the individual circumstances and any information provided.

We may also, at our discretion, consider payments for losses that are not easily quantifiable, where we are satisfied that a cost or impact has been incurred as a result of service failure.

3.4 We will consider paying compensation when:

- Our service failure, or that of a contractor working on our behalf, has directly caused damage to your belongings, and
- It's not reasonable to expect the damage to be covered by your home contents insurance.

4 Discretionary Compensation Payments

4.1 Discretionary compensation payments will be considered in recognition of distress or inconvenience as a result of service failure. Discretionary payment examples may include distress of inconvenience caused by:

- Delays or failures in delivering a service, such as completing repairs within the timescales outlined in our policy.
- Failure to deliver a service for which the resident has been charged.
- Not meeting agreed or published response times.
- Not following our published policies, procedures or service standards.

- Loss of use of accommodation or facilities, for example being unable to use a room or being without heating or hot water.
- Poor or ineffective complaint handling.

5. Other remedies

Putting things right is about more than compensation. We will consider a range of actions to address and resolve issues, including:

- Offering an apology and clear explanation
- Carrying out the necessary service e.g. repairs
- Taking specific action to correct an error within agreed timescales
- Reviewing policies and procedures
- Providing additional training for colleagues
- Providing an extra service, such as decorating after a leak
- Supplying decorating materials or vouchers
- Sending a goodwill gesture like flowers or gift vouchers
- Adding credit to the customer's prepay gas or electric meter to cover extra costs, e.g., drying out after repairs
- Replacing lost or damaged items on a like-for-like basis, such as installing a replacement carpet or floor covering

6 Compensation Levels and Impact

6.1 When we offer discretionary compensation, we will make sure it's fair, reasonable, justifiable, proportionate and consistent with similar cases we've handled before. We will base our decisions on the Housing Ombudsman Service Guidance on compensation.

6.2 This will be assessed on a case-by-case basis. It will reflect the severity of the service failure, individual customer circumstances and the level of impact. When calculating compensation we will consider the following;

- How serious the issue is
- The impact this had had on a customer or their household
- How long it's been ongoing
- Any individual needs or circumstances we should have considered sooner
- If there was a failure to follow a Policy or meet Service Standards
- If there was a temporary loss of amenities

See **Appendix A** for more information on compensation levels

7 Circumstances when we will not pay compensation

7.1 We will not consider compensation when:

- The issue was caused by a third party not working on our behalf (e.g., utility company).
- The problem is something we are not responsible for under the tenancy agreement or lease.
- Loss, theft, or damage caused by a customer, family member or visitor.
- Claims for loss or damage that should be covered under home contents or buildings insurance.
- The issue was caused by customer negligence or failure to provide access for repairs.
- Claims for personal injury (these are handled by our insurers).
- Damage caused by circumstances beyond our control (e.g., storms, flooding, severe weather).
- There is already a payment ordered by a court or tribunal for the same issue.
- Where necessary repair or improvement works result in minor changes to the property that affect fixtures or fittings not installed by us e.g. blinds
- Certain repair work may affect decorations; we may offer decorating vouchers but not additional compensation.
- We will not reimburse loss of earnings or rent paid (though we may compensate for inconvenience in some cases, such as repeated missed appointments).
- Damage caused by alterations or repairs carried out by the customer or others (e.g., incorrectly installed shower).
- When the customer has not reported the loss or damage within a reasonable timescale and has not retained the damaged items claimed for inspection.
- Damage caused by the negligence of another customer or neighbour (e.g., leak from above flat).
- Damage to belongings where we acted promptly to make the property safe after an incident.
- We will not reimburse service charges that related to communal works. We will carry out works to put this right and may consider offering discretionary compensation to acknowledge any inconvenience caused.

8. Insurance Claims

8.1 We expect customers to take out home contents insurance for their furniture, decorations, and personal possessions, to insure them against accidental damage, loss, fire or water damage, burglary amongst other things. This policy is not intended to be a substitute for content insurance.

8.2 If a customer claims we are responsible for any damage, we will investigate to determine if our actions or lack of actions have caused or made the damage worse. If it is confirmed that damage was caused by us or our contractors, we will take appropriate action to rectify the situation.

9. Claiming compensation

9.1 We will tell customers exactly what compensation we're offering, what it's for, and what they need to do to accept or decline the offer. If the customer accepts our offer, we will confirm how and when they will receive compensation (whether it's a payment or another gesture). If a customer is not happy with the compensation offer we will advise them that they can:

- Make a formal complaint
- Escalate a complaint to the next stage of the process
- Escalate a complaint to the Housing Ombudsman.

Details of how to escalate a complaint are included in response letters and in our Complaints and Compliments Policy.

9.2 **Making payment**

We will make compensation payments via our BACs payment system. This may take up to 10 working days to be paid to the customer.

We will keep compensation payments separate to rent and arrears, however we can credit compensation as a rent credit if a customer requests this.

All payments made will be recorded in our Complaint Management system.

3. Responsibilities

3.1 All colleagues are responsible for carrying out their work in line with this policy and associated procedures. The Executive Director - Customer is responsible for overall implementation of this policy. Specific responsibilities are set out below:

Role	**Responsibility**
Customer Committee	Final approval of the policy
Executive Director – Customer	To strategically oversee the compensation process
Complaints Manager	To manage the compensation process
Complaints Team	To follow the process when dealing with dissatisfaction and complaints
Complaints Individual Team	To follow the process when dealing with dissatisfaction and complaints

4. Monitoring and review

4.1 We will review this policy every three years, or sooner if our monitoring of the policy identifies that changes are required, for example because of changes to law, regulation or related Livv strategies and policies.

4.2 We have a designated Board Member responsible for Complaints and we will provide regular assurance reports to them.

4.3 We provide regular performance reports to the Executive Team and Customer Committee

Control framework

Compliance

This policy supports compliance with:

- Regulatory Compliance, in particular the Transparency, Influence and Accountability Standard
- Legislative Compliance, in particular the Membership of Housing Ombudsman Service and Housing Ombudsman Code
- Building Safety Act 2022

Document control	
Version	1.0
Policy applies from	1 August 2026
Policy applies to	Livv Housing Group; Livv Homes; Livv Maintenance
Approved by	Customer Committee
Approved on	22 July 2026
Replacing	New Policy
Next review due by	July 2029
Responsible Executive Director	Executive Director - Customer
Policy author	Complaints Manager
Equality Analysis	June 2026
Environmental Impact Assessment	Not required
Circulation	Intranet; Livv Housing Group website

Version control		
Version	**Date of Review**	**Summary of changes made**
1.0	July 2026	New policy (compensation and remedies was previously included in the Complaints and Compliments Policy)

Appendix A – Compensation Levels

Specific Compensation Payments

As detailed in Housing Ombudsman guidance, we have specific amounts of compensation to cover common failings. These amounts are documented in the table below. These can used as well as discretionary compensation payments.

Topic	Criteria	Amount
Loss of heating and/or hot water	Where temporary source of heating / hot / water or power has not been supplied.	£15 per day for complete loss £8 per day for loss of one service (hearing or hot water) once over the target completion date
Loss of power	Where this has been caused by us or a contractor e.g cut through a cable and not when there has been a power cut in the area affecting more than one customer	£10 per day (over the target completion date) for complete loss Partial loss will be considered on a case by case basis and compensation adjusted proportionately.
Room loss • bedroom • kitchen • living room • bathroom	Based on number of rooms uninhabitable and rent per week: This will be based on a start date of the date the repair was reported minus the repair period.	Bedroom – 20% Kitchen – 30% Living room – 20% Bathroom – 30% Bathroom where there is an additional WC available – 20% Partial loss will be considered on a case by case basis and compensation adjusted proportionately.

Discretionary Compensation Payments

These ranges are a guide only. Each case will be considered on its individual circumstances, and we will apply discretion to ensure compensation is fair and proportionate to the impact on the customer.

When we review a complaint, we consider **distress and inconvenience** and **time and trouble** experienced by the customer.

Definitions:

- **Distress and inconvenience**

  Consideration on how the complaint matter has impacted customer, or their households, daily life or routine, use of their homes, employment, health or emotional wellbeing. When assessing the impact of distress we will consider the severity of the service failure, length of time and any recorded disabilities or additional support needs.

- **Time and Trouble**
  The amount of time the customer spent trying to resolve the issue, including contacting us or our contractors and any time taken away from normal activities, chasing for updates, complaints not being logged or fully responded to. This does not include the time taken for the customer to compose a complaint or gather evidence to support a complaint.

Compensation Levels			
Impact	**Failure**	**Examples**	**Amount**
Mild	A minor service failure or an issue that lasted a short time and was resolved quickly without major impact	• Not responding to letters or returning phone calls • Not adhering to a customer's preferred contact method or specific communication needs resulting in minimal impact. • Failing to meet service standards for actions or responses, where the failure had little or no impact • Addressing correspondence incorrectly in a way that causes upset or offence (but not a data protection breach)	Up to £100
Moderate	A service failure had a bigger effect and wasn't put right promptly. The issue lasted longer than expected but impact isn't permanent.	• Giving contradictory, inadequate, or incorrect information about a customer's rights (e.g, decants, mutual exchanges, or Right to Buy) • Requiring the customer to repeatedly chase responses or correct mistakes, causing an unreasonable level of involvement • Passing the customer between multiple staff or teams without anyone taking responsibility, including failure to manage subcontracted services • Failing over a long period to follow policy (eg addressing repairs, responding to antisocial behaviour, or making reasonable adjustments)	£100-£600

		• Repeated failure to properly engage with the complaint or address all relevant issues, leading to significant delays in resolution • Major failures to follow the complaints procedure, escalate the matter, or provide clear signposting	
Significant	A failing that causes significant physical or emotional impact, or long-term effect.	• The customer had to move out causing distress or in convenience (This is separate to any mandatory payments associated with temporary accommodation, which is covered in our relocation policy, or any quantifiable costs, associated with temporary accommodation) • A significantly long time passed before we fixed the issue • Failure to identify and resolve the root cause of a recurring issue over a significant period of time.	£600-£1000
Severe Long Term	A single major failure or a series of failures with serious, lasting consequences or our response (or lack of it) made things worse	• Distress or inconvenience caused by an extended stay in temporary accommodation caused by mishandling of repairs. (This is separate to any mandatory payments associated with temporary accommodation, which is covered in our relocation policy, or any quantifiable costs, associated with temporary accommodation) • Mishandling or bias in dealing with an antisocial behaviour case • Wrongly issuing or prematurely threatening eviction • Failure to make reasonable adjustments for a customer	£1000 +