Archie Homes

Compensation Policy

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Policy checklist	
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Archie Homes will provide this policy, on request at no cost, in large print, in Braille, in audio or other non-written format, and in a variety of languages.

1.0 Introduction

1.1 Archie Homes aims to provide a good quality service to our customers and if we fail to meet our agreed service standards, we will aim to put it right as soon as possible. This policy aims to ensure that we have a fair and consistent approach to offering redress and awarding compensation when it is appropriate to do so.

1.2 This policy sets out our approach to managing compensation claims and should be read alongside our Complaints Policy and outlines the circumstances where we might pay compensation to a customer.

2.0 Compensation Policy

2.1 Archie Homes will consider an offer of compensation when an apology alone is insufficient, and we recognise the impact the service loss or failure has had on the customer.

2.2 Compensation may be considered where we fail to follow our policies and procedures.

2.3 Customers seeking to make a claim should do so as soon as possible, ideally within 28 days of being aware of the loss or detriment happening. All claims must be made within six months unless there are exceptional circumstances.

2.4 We may also offer discretionary payment to customers who have suffered undue stress and upset because of our failure to respond to their complaints within specified timescales or done so inadequately.

2.5 Where customers have rent or service charge arrears, we will partly or fully offset a compensation payment or award against the debt (except reimbursements for out-of-pocket expenses.

3.0 Service Failures and Losses

3.1 These may include the following:

- Failure to meet our service standards or follow our policies and procedures.
- Loss of facilities/amenities in the home such as heating or hot water.
- Failure to complete repairs within agreed response times.
- Failure to respond to a complaint within the target times.
- Failure to provide a service that customers have been charged for such as cleaning and landscaping services.
- Loss or damage to personal property during repair work.
- Loss of facilities, amenities or disruption due to building works.
- Failure to attend a booked appointment without good reason.

4.0 Compensation

4.1 Compensation may be mandatory, quantifiable or discretionary and Archie Homes will award it in a proportionate and fair way. When we have got things wrong and a compensation payment is made, we will always learn lessons from our mistakes and aim to put things right in the future.

4.2 Customers are responsible for arranging their own home contents insurance for accidental damage to their belongings/property that is not our responsibility. Compensation will not be paid in these circumstances.

5.0 Mandatory Compensation

5.1 There are 3 main types of mandatory compensation including Right to Repair, Home Loss Payments and Disturbance Payments.

5.2 Right to Repair.

5.2.1 The right to repair scheme helps customers to ensure qualifying repairs carried out quickly. This includes repairs relating to health, safety, and security. For example; total loss of water, total loss of electricity, partial or total loss of gas. The repair may relate to an individual property or communal area.

5.2.2 Under the right to repair, repairs must cost less than £250 and if not completed within the statutory target times, Archie Homes will pay statutory compensation. This is £10 plus an additional £2 per household per day for every extra day the repair is not completed. The compensation is capped at £50. Archie Homes may make additional discretionary payment acknowledging the inconvenience and distress of the customer if appropriate.

5.2.3 Customers must report repairs promptly and allow appropriate access for repairs to access this scheme.

5.3 Home Loss Payments

5.3.1 Archie Homes will make Home Loss Payments to tenants, leaseholders and shared owners if we need them to move from their homes permanently due to demolition, sale of land or major works.

5.3.2 Temporary decants do not qualify for home loss payments

5.3.3 For tenants, the payment will not exceed £7,800. For shared owners and leaseholders, the payment will be 10% of the market value of their interest held in the property (up to the maximum of £78,000). These amounts are reviewed by the government in October every year and the relevant amounts should be applied at the time.

5.4 Disturbance Payments

5.4.1 A Disturbance Payment may be payable in addition to the Home Loss payment and are intended to cover reasonable expenses incurred by a customers as a direct result of being required to move from their home if Archie Homes requires them to permanently or temporarily leave their home so that major improvement works can be completed. Major improvement works include the following:

- regeneration
- redevelopment
- demolition/decommissioning of the property as part of redevelopment on the land, or to comply with a court order

5.4.2 To qualify, a customer must be lawfully occupying the property at the time of the disturbance.

5.4.3 Non-exhaustive examples of covered costs are home removal costs, redirecting mail, disconnection of utilities and temporary accommodation costs.

6.0 Quantifiable loss payments

6.1 Compensation will be offered to customers where an actual loss can be demonstrated.

6.1.1 Costs must have been reasonably incurred and evidence must be provided to Archie Homes usually in the form of receipts of bills.

6.1.2 Examples of quantifiable loss are: increased bills due to heating repairs, paying for alternative accommodation, or paying for cleaning or repairs where Archie Homes have failed to meet our obligations.

7.0 Discretionary Compensation

7.1 Archie Homes will consider making a discretionary payment to recognize where any additional time, distress or inconvenience has been caused to the customer. Individual customers circumstances will be considered, for example customers with specific vulnerabilities.

7.1.1 Examples of distortionary payments are poor complaint handling, delays in providing a service, failure to meet target response times, loss of part of the property, failure to follow policy or unreasonable time taken to resolve a situation.

8.0 Right to Compensation for Improvements

8.1 Assured tenants moving out of their home can request compensation for certain improvements they made to the property while they were living in it. For qualifying improvements, compensation will be calculated

based on a formula set by government and will be paid on a sliding scale according to the expected life expectancy of the improvement.

8.2 In order to qualify for a compensation payment, a customer must have carried out the following:

- Requested and obtained written permission from Archie Homes before carrying out the work.
- Submitted two independent quotations for the work. Archie Homes will only compensate for works the customer completed themselves where they are suitably qualified.
- where appropriate, provided evidence of having any official permission needed such as planning permission.

8.3 The minimum amount of compensation payable is £50, and the maximum is £3,000 however, Archie Homes will not pay compensation where we are evicting a customer for breach of tenancy conditions.

6.4 Claims must be made to Archie Homes 28 days before or within 14days of the end of the tenancy.

9.0 Compensation for loss of facilities and amenities

9.1 Archie Homes may pay compensation in the form of a rent refund, if a customer is not able to use a room or rooms in their home because of a repair issue that is our responsibility, and which causes prolonged and unreasonable disruption.

9.2 Where the customer can evidence that they have incurred reasonable extra costs because of our service failure, Archie Homes will reimburse the customer for this amount.

9.3 Archie Homes will not compensate any customer for a fault or loss of service that is caused by their misuse, negligence or damage; where spare parts are not readily available; or stopping the service is essential for planned works to take place. We will communicate with customers when any of these situations occur or are likely to occur.

9.4 Where our contractual arrangements allow, Archie Homes may seek a refund from the contractor for any compensation we pay to our customers, where we can identify that the contractor is responsible for the service loss or failure.

10.0 Compensation for damage to customer property/belongings during repair works

10.1 Whilst carrying out repairs, there may be unavoidable damage to customers' interior decorations or other fittings or fixtures. Archie Homes or any contractors working on our behalf, will aim to identify any possible damage to customers' fittings or fixtures before major planned works begin and will discuss with the customer the options available to minimise damage. Archie Homes will assess each case individually and according to its circumstances before offering compensation. We may provide compensation which could involve repair or replacement by us or our contractors.

10.2 In the case of damage to customer decorations, we will carry out reasonable redecoration or provide compensation for the customer to carry out the re decoration work themselves.

10.3 If damage or injury occurs has occurred due to our contractor's negligence, we will refer the matter to our Insurers. This includes damage to customers' personal possessions. All claims against our insurance policy must be registered by us within 28 days of the event. We will not consider compensation if the damage occurred if the original fitting or fixture was incorrectly fitted by the customer, was fitted by an unqualified person or was fitted without obtaining permission from Archie Homes.

11.0 Compensation for shared owners and leaseholders

11.1 The compensation policy applies to shared owners and leaseholders where appropriate.

11.2 Where a leaseholder lets the property out, Archie Homes will not compensate for loss of rental income due to a repair issue or loss of service. Any compensation paid will be discussed with and credited to the leaseholder directly and not any tenant of the leaseholder.

11.3 Archie Homes will pay for missed appointments on communal repairs if we have specifically requested that the shared owner/leaseholder be present.

11.4 If a leaseholder or shared owner has purchased a new property from Archie Homes, there will be a defect period in the contract. During this period should any defects become apparent, customers should make us aware of them. If we fail to complete the repairs within a reasonable time, we will consider paying the customer compensation. Compensation will only be offered where we have caused unreasonable delays and/or distress, not for the defect itself.

12.0 Calculating compensation

12.1 When calculating compensation Archie Homes will be fair and proportionate with the assessment, taking into account the severity and duration of the issue and the impact on the individual resident.

12.2 The table below provides a guide for compensation based on the Housing Ombudsman guidance.

Compensation framework for common issues

Issue Type	Example Scenarios	Indicative Range	Notes
Missed Appointments	Contractor or staff fails to attend without notice	£15 per incident	Consider higher amount if repeated or caused significant inconvenience
Loss of Amenity	No heating, hot water, or use of kitchen/bathroom	£15 per day for complete loss £8 per day for loss of one service (heating or hot water)	Based on severity, duration, and household vulnerability
Loss of Power	Fault with electrical supply	£10 per day for complete loss £10 per week for loss of lighting only	Consider additional loss, e.g., perishables and where a loss of power also affects heating and/or hot water provision
Delays in Repairs	Unreasonable delay beyond target times	£25–£250+	Consider impact, urgency, and communication failures
Poor Complaint Handling	Delays, lack of updates, or failure to follow process	£50–£250	Higher amounts for prolonged or repeated failures
Distress and Inconvenience	Emotional impact, disruption to daily life	£25–£500+	Based on severity, duration, and personal circumstances

Issue Type	Example Scenarios	Indicative Range	Notes
Failure to Follow Policy/Procedure	Not adhering to allocations, repairs, or tenancy policies	£50–£300	Consider if it led to financial loss or distress
Temporary Decant Issues	Poor communication, delays, or inadequate support during temporary moves	£50–£500+	May be combined with quantifiable loss payments
Quantifiable Financial Loss	Out-of-pocket expenses (e.g. heating, cleaning, travel)	Actual cost (with proof)	Must be evidenced and reasonably incurred
Goodwill Gestures	Minor inconvenience or as part of early resolution	£10–£50	Often used to maintain goodwill or resolve issues informally

13.0 Compensation Claims

13.1 Customers can make a compensation claim by telephone or in writing by email or post. All claims for compensation will be acknowledged within 24 hours and the timescale for assessing claims will be discussed with the customer.

13.2 Where compensation claims are linked to complaints, they will be dealt with in line with our Complaints Policy.

13.3 When assessing the level of compensation to be offered, Archie Homes will consider the following:

- The cause of the issue for which compensation is being sought.
- Any evidence relating to the claim including photographs and receipts.
- Whether the customer (or their household) has specific needs that were made worse by the issue.
- Any difficulties the customer experienced when living with the issue and in dealing with Archie Homes to resolve it, including the time, effort and level of distress/ inconvenience caused to the customer by the service failure.
- The direct financial loss incurred by the customer including missed appointments, proof of this will need to be provided by the customer.
- How well Archie Homes communicated with the customer and kept them informed.

14.0 Service Charge Refunds

14.1 If there has been a loss of a communal service Archie Homes will refund the relevant service charges to customers. This includes:

14.1.1 Continuous unavailability of services such as lifts, TV aerials, or communal lighting.

14.1.2 Continuous failure to provide block management services including cleaning and grounds maintenance where the provision of this is specified in the lease.

14.2 Archie Homes will refund where it is reasonable to do so and if the customer is in arrears will partly or fully offset a payment or service charge refund against any debt owed to Archie Homes by the customer.

15.0 Requests for a review of a compensation decision

13.1 Where a compensation claim is linked to a complaint, we will follow the Complaints Policy and Procedure to resolve the compensation claim. Where the compensation claim does not relate to a complaint, and the customer is unhappy with the level of compensation offered, the customer dissatisfaction will be dealt with as a Stage 1 complaint.