



Claiming compensation

*...a guide to
tenant rights*



creating communities to be proud of

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Why do we pay compensation?

We are committed to providing high quality services to our tenants and customers.

Sometimes, you might be unhappy with the service you have received. No matter how hard we try to get it right there may be occasions when things simply go wrong.

In such cases, we will try to put things right and make sure that it doesn't happen again.

In some circumstances we accept that some form of compensation is the appropriate way to give our apology.

You have the legal right to seek compensation in certain circumstances:

- under the **right to repair** where we fail to carry out repairs on time
- for **home improvements** you have carried out to the property
- for **home loss and disturbance** where your tenancy is disturbed either temporarily or permanently because of work carried out by us.

This leaflet outlines the circumstances where you may be able to apply for compensation or other payments, as well as times where we may wish to make discretionary payments or gestures. The leaflet also explains how we will deal with and respond to any claims we receive.

Right to repair and failure to do works

If we do not carry out certain repairs (those that are estimated to cost less than £250) within a set time, you may have the right to compensation. You can't claim compensation if you have refused to let us in to your property to do the work.

When you report a repair, we will:

- discuss the required repair with you
- let you know the name of the contractor who will do the work
- give you an appointment and a reference number for the work.

If we fail to attend the appointment, please let us know. We will then arrange a second appointment. If the repair is one of those listed on the next page you will be entitled to compensation if we fail to complete the repair at the second appointment.

We will pay you £10, plus another £2 for every full day the repair is still not done, up to a maximum of £50. These amounts are legally set.

We will make appointments to do the repairs listed on the next page within the set times (unless you arrange a more convenient appointment for after this time)

Please be aware that this only applies to repairs which we estimate will cost £250 or less.

total loss of electrical power	24 hours
partial loss of electrical power	3 days
unsafe power, lighting socket or electrical fitting	24 hours
total loss of water supply	24 hours
partial loss of water supply	3 days
total or partial loss of gas supply	24 hours
blocked flue to open fire or boiler	24 hours
total or partial loss of space heating or water heating, between 1 November and 30 April	24 hours
total or partial loss of space heating or water heating, between 1 May and 31 October	3 days
blocked or leaking foul drain, soil stack or toilet pan (if there is no other working toilet in the house)	24 hours
toilet not flushing (if there is no other toilet in the house)	24 hours
blocked sink, bath or basin	3 days
tap that can't be turned	3 days
leak from water or heating pipe, tank or cistern	7 days
leaking roof	7 days
insecure outside window, door or lock	7 days
loose or detached banister or hand rail	7 days
rotten timber flooring or stair treads	3 days
door entry phone not working	7 days
extractor fan in any kitchen or bathroom without windows not working	7 days

If we or one of our contractors miss an appointment without giving you enough warning or reasonable excuse you can submit a claim for compensation. We will consider if it is appropriate to make a payment to you.

If we damage your belongings by being careless

If one of our employees isn't careful and they damage your belongings, we will pay you for the damage. If one of our contractors damages your belongings, we will make sure that they pay you for the damage. If any damage is of a significant amount we may refer the claim to our insurers.

If a neighbour's actions result in damage to your belongings, such as overflowing water, we won't be responsible for compensating you for your loss. The person responsible should pay you for the damage.

If you can show that we have damaged your belongings, for example by an unreasonable delay in doing repairs, then we might pay compensation. We will consider each case individually.

If we use your electricity to do work in your home

We will compensate you if we use your electricity supply to repair or improve your home, for example to dry it out with industrial heaters or dehumidifiers.

Compensation for improvements to your home

By law if you improve your home you are allowed compensation for the improvements you have made when your tenancy ends, if you qualify under all of the following requirements:

- we have given you written consent to improve, alter or add to your home before you started the work **and**
- you give us copies of estimates from at least three contractors and a statement explaining which contractor you are choosing and why, before any work starts **and**
- you make your compensation claim within 14 days of ending your tenancy **and**
- the improvement is a 'qualifying improvement' as listed below.

What are 'qualifying improvements'?

Improvements that may qualify for compensation are:

- bath or shower
- wash-hand basin
- toilet
- kitchen sink
- storage cupboards in bathroom or kitchen
- work surfaces for food preparation
- space or water heating
- thermostatic radiator valves
- insulation of pipes, water tank or cylinder
- loft insulation
- cavity wall insulation
- draught-proofing of external doors or windows
- double-glazing or other external window replacement or secondary glazing
- rewiring or the provision of power and lighting or other electrical fittings (including smoke alarms)
- any object which improves the security of your home, excluding burglar alarms.

We calculate compensation using a formula which legislation requires us to apply. The compensation is based on how long we expect the life-span of the improvement work to be. We will also consider the quality and appropriateness of the improvement and its condition for its age. We will think about all of these factors when deciding whether compensation is payable and the amount we will pay.

Compensation to settle a complaint

Sometimes you might make a complaint about the way we provide a service or because we have failed to do something.

If you make this a formal complaint, we may consider paying you compensation as an appropriate solution or as part of a remedy to pay you back for any direct or indirect losses.

We will only consider making such a payment if we:

- fail to follow our policies and procedures
- treat you unfairly
- cause you undue inconvenience.

The senior manager dealing with your complaint will decide whether to recommend compensation and the amount will be decided by one of our heads of services or director.

Sometimes, a panel of Board members may recommend compensation if your complaint gets to that stage in our complaints process (for information about our complaints procedure please see our leaflet let us know....your guide to compliments, complaints and suggestions).

Each case will be considered individually and a wide range of factors will be taken into account. You must prove any direct financial loss. In some cases, usually where a fairly high level of loss has occurred, then a claim will be referred to our insurers.

Home loss and disturbance payments

Planned maintenance (to do major repairs or improve or redevelop your home) is an important part of our service. Such works are necessary to make sure your home is in good condition. Sometimes, to do this type of work, we may need you to temporarily or permanently move out.

If this happens, you may be entitled to a:

- home loss payment – to compensate you for losing your home
- disturbance payment – to cover the cost of moving.

Home loss payment

The home loss payment is a fixed statutory (legal) sum. We make home loss payments to compensate you for losing your home if we must redevelop or improve it.

You may be entitled to a home loss payment if:

- we are redeveloping or improving your home and we ask you to move out permanently **and**
- the work means you will be returning or moving to a totally new home **and**
- you have lived in the property as our tenant for at least one year before the moving date.

We can make only one home loss payment for each property. If you are a joint tenant the home loss payment must be divided between you.

How to claim a home loss payment

If you are entitled to a home loss payment, you can request a claim form from us. You can claim a home loss payment up to six years after you move. If you owe us any rent or other money you must use the home loss payment to pay those debts off.

How to appeal

If we refuse your claim for a home loss payment, you can ask for a review by the area manager of your neighbourhood. If you are still unhappy with our response, you can complain using our complaints procedure (please see our leaflet let us know...your guide to compliments, complaints and suggestions).

Disturbance payments

We will make a disturbance payment to you to cover expenses you have gained as a result of us asking you to move, either permanently or temporarily so that we can redevelop, repair or improve your home.

You may be entitled to a disturbance payment if you meet all of the following requirements:

- we are repairing, redeveloping or improving your home **and**
- we need you to move out permanently or temporarily so the work can take place **and**
- you are in lawful possession of the property **and**
- you lived in the property immediately before the work started.

How much we can pay

If we require you to move, disturbance payments will cover the following reasonable expenses directly relating to your move:

- removals (to include packing for older or vulnerable residents)
- disconnection and reconnection (telephones, computers, cookers, washing machines and other items requiring plumbing in)
- redirection of mail (for the full duration of temporary moves and the first six months of permanent moves)
- removal and reinstalling of TV aerials and satellite dishes
- removal, alteration and re-fitting/fixing of soft furnishings (flooring, curtains, blinds and curtain rails)
- removal, refitting or replacement of personal support aids
- replacement flooring and curtains in the new home (only for permanent moves where those in the old home cannot be altered to fit the new home)
- redecoration of the new home (using paint only).

We may also consider paying the following costs on a case by case basis:

- removal and refitting of alarms and added security
- new school uniforms, where, as a result of the move children have to change schools and new uniforms are required (evidence of need, cost or purchase will be required)
- replacement of cookers, where the fuel supply is different in the new home from the old home or where the existing appliance cannot be moved
- removal and refitting of fitted wardrobes or replacement with freestanding wardrobes
- storage of items where a resident is moving temporarily and the accommodation is not big enough for all their belongings.

Disturbance packages will be discussed and agreed with you on an individual basis and will be designed to meet your individual circumstances.

How to appeal

If we refuse your claim for a disturbance payment, you can appeal to your neighbourhood officer. If you are unhappy with their response, you can complain using our complaints procedure (please see our leaflet – let us know...your guide to complaints, compliments and suggestions).

How to claim compensation

You must claim compensation by writing to us. This helps us collect the most relevant information and deal with your claim quickly and efficiently.

To get a compensation, home loss or disturbance form please visit **www.shorelinehp.com**, telephone **0845 849 2000**, email **info@shorelinehp.com** or visit any of our customer offices.

If you need help completing the compensation, home loss or disturbance forms, please ask any of our employees for help.

You may also be able to get help and support from independent advisors such as:

Citizens Advice Bureau (CAB)

The CAB provide free information and advice on legal, money and other problems.

Your local office will be listed in the local directory, yellow pages, telephone direct enquiries or visit www.citizensadvice.org.uk for more information.

Shelter

Shelter provides a free, national telephone advice line staffed by trained housing advisers.

Telephone: 0808 800 4444

Website: england.shelter.org.uk

Supporting you if you claim compensation

We will treat all information about compensation claims with confidence, in line with our data protection policy.

We will identify any support needs you may have when making a claim. We will refer you to other agencies if appropriate.

We offer a translation and interpretation service if you require any information in Braille, audio or large print or require translation into another language.

Contact us

Telephone:

0845 849 2000

Write to:

Shoreline Housing Partnership Ltd
Shoreline House
Westgate Park
Charlton Street
Grimsby
North East Lincolnshire
DN31 1SQ

Visit:

Customer Service Centre
11-13 Osborne Street
Grimsby
DN31 1EY

Make the Neighbourhood Better Centre
60 Second Avenue
Nunsthorpe Estate
Grimsby
DN33 1NN

Visit:

www.shorelinehp.com

email:

info@shorelinehp.com

To compliment, complain or make a suggestion about any of the services we provide to you:

letusknow@shorelinehp.com

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