

# Redress Policy

## Homes & Neighbourhoods

Publication date: **TBC**

Next review date: March 2026

Reference: Redress Policy 2025

# Table of Contents

Redress Policy .....	1
Document Control.....	1
Governance.....	1
Revision history .....	1
1. Introduction .....	3
1.1 Purposes of this policy .....	3
1.2 Legal context.....	3
1.3 Definitions .....	4
2. Objectives and scope .....	4
2.1 Policy objectives.....	4
2.2 Policy scope.....	5
3. Policy statement .....	5
3.1 Our commitments .....	5
3.2 Types of compensation.....	6
Quantifiable loss payments .....	6
Other financial redress.....	7
3.3 Residents' actions and circumstances -mitigating and aggravating factors .....	8
Mitigating factors.....	8
Aggravating factors.....	9
Reasonable behaviour.....	Error! Bookmark not defined.
3.4 Payments of compensation and arrears.....	9
4. Roles and responsibilities.....	10
4.1 Homes & Neighbourhoods' responsibilities .....	10
5. Monitoring and review .....	10
5.1 Monitoring and improvement .....	10
5.2 Policy review .....	11
6. Associated policies and procedures.....	11
6.1 Associated council policies.....	11
Appendix A – Other Financial Redress.....	12

# Document Control

## Governance

Table 1 – Policy information

Item	Response
Title	Redress Policy
Responsible officer	Lisa Ramsden, Head of Housing Management and Partnerships
Author	Robert Scott
Approved by	Senior Management Team
Version approval date	TBC
Next review date	March 2028 (every 3 years)
Review responsibility	Robert Scott
Applicable to	Kirklees Homes and Neighbourhoods staff and subcontractors Kirklees Homes and Neighbourhoods tenants and leaseholders
DPIA date	No alternative or specific requirements
IIA date	N/A
Regulatory framework	Regulator of Social Housing Consumer Standards- Transparency, Influence and Accountability Standard.

## Revision history

Table 2 – History of revisions

Date	Version	Author	Authorised by	Revision details
05/09/2024	1.0	Michelle Anderson-Dore	SMT	First publication
12/06/2024	2.0	Michelle Anderson-Dore	SMT	Revised in line with Housing Ombudsman Complaint Handling Code, mandatory from 01/03/2024
30/01/2025	3.0	Robert Scott	SMT	Revised in line with Housing Ombudsman Remedies Guidance.

Date	Version	Author	Authorised by	Revision details
				Format/drafting reviewed to improve accessibility.

DRAFT

# 1. Introduction

## 1.1 Purposes of this policy

- 1.1.1 Kirklees Council is committed to providing a high-quality service to all residents and aims to resolve any issues before the need for redress arises. However, we recognise that there are times when our services do not meet the high standards we set ourselves and, as a result, residents become inconvenienced.
- 1.1.2 This policy relates to claims or awards that arise as a result of a complaint or service failure. Our focus is upon restoring residents to the position they would have been in had the service failure not occurred.
- 1.1.3 This policy outlines how we will put things right when things go wrong (offer redress) should a tenant or leaseholder, other resident or third party complain to us.

## 1.2 Legal context

- 1.2.1 This policy responds to the [Social Housing \(Regulation\) Act 2023](#) and the associated [Regulatory Standards](#) by addressing the following requirements:

### **Transparency, Influence and Accountability Standard**

- Registered providers must treat tenants and prospective tenants with fairness and respect.
  - Registered providers must communicate with tenants and provide information so tenants can use landlord services, understand what to expect from their landlord, and hold their landlord to account.
  - Registered providers must ensure complaints are addressed fairly, effectively, and promptly.
- 1.2.2 The Social Housing (Regulation) Act 2023 also legislates that social housing landlords must comply with the [Housing Ombudsman's Complaint Handling Code](#) (the Code). The Code aims to achieve best practice in complaint handling and ultimately to provide a better service to residents. This policy is developed to meet the requirements published in the Code.
- 1.1.4 This policy also aims to align with the [Housing Ombudsman's Remedies Guidance](#), which includes guidance on financial remedies.
- 1.2.3 This policy supports Kirklees Council in complying with the following legislation and guidance:
- Housing Act 1996
  - Equality Act 2010
  - General Data Protection Regulations 2016

- Data Protection Act 2018
- Building Safety Act 2022
- Social Housing (Regulation) Act 2023
- Housing Ombudsman’s Complaint Handling Code 2024

## 1.3 Definitions

1.3.1 For the purpose of this policy, the following definitions apply:

Table 3 – List of definitions used in this policy

Term	Definition
Tenant	A person that has an active tenancy or lease agreement, living in a home owned by Kirklees Council.
Resident or customer, you	A tenant, leaseholder or other person who has a licence or other arrangement to occupy a council home or receive a service provided by Homes & Neighbourhoods.
Complainant	A person making a complaint about a service provided by Homes & Neighbourhoods.
Homes & Neighbourhoods, H&N, we, us	Kirklees Council’s housing management service, inclusive of all departments and teams.
Staff or officer	An employee of Homes & Neighbourhoods.
Contractor or agent	A person working on behalf of Homes & Neighbourhoods.
Customer Experience Team	A small team of specialist staff who monitor and record complaint handling.
MRC	Member Responsible for Complaints – the council’s Cabinet Portfolio Holder for Transport and Housing.

## 2. Objectives and scope

### 2.1 Policy objectives

2.1.1 The overarching aims of this policy are to ensure:

- Practical solutions, not just compensation, are explored fully to resolve a situation.
- Where financial payments are appropriate, they are proportionate to the loss or inconvenience caused.
- All residents making a claim are treated in a fair and equal way.
- Any financial payments are considered against clear guidelines.

- Responsibility will be taken by Kirklees Council for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on our behalf.
- Legislative/mandatory compensation will be paid in accordance with the relevant guidelines.

## 2.2 Policy scope

- 2.2.1 This policy applies to all council housing-related complaints managed by Homes & Neighbourhoods. Organisations providing housing-related services on behalf of Homes & Neighbourhoods, or the Council, will be expected to follow this policy.
- 2.2.2 This policy does not apply in the following situations:
- Claims for personal injury or damage covered by contents insurance.
  - Claims for damage caused by circumstances beyond our control as a landlord (e.g., through storm or flooding).
  - Problems caused by a third party not working for Kirklees Council
  - Where legal proceedings have been started. This is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court
  - Issues that would be covered by insurance claims.
  - Issues that involve a member of staff that would be covered by HR policies.
- 2.2.3 Homes & Neighbourhoods on behalf of Kirklees Council ('the landlord'), will consider claims outside of the scope of this policy (such as accidental damage or personal injury), in conjunction with claims of negligence, via the Council's Risk Management and Insurance Team.
- 2.2.4 In conjunction with this policy, we recognise the jurisdiction of the Housing Ombudsman Service and will implement recommendations resulting from its investigations.
- 2.2.5 This policy does not apply where a resident has made a claim for compensation via the Housing Ombudsman. In such cases, the council, where appropriate, will pay compensation as directed by the Ombudsman.

## 3. Policy statement

### 3.1 Our commitments

- 3.1.1 Offering compensation can sometimes help to reduce dissatisfaction and resolve complaints. However, other options and outcomes must also be considered. The consideration of whether compensation is appropriate, and the decision made, will be recorded with each complaint received.
- 3.1.2 To put things right we will:

- Take all expressions of dissatisfaction seriously.
- Communicate in a courteous, timely and accurate manner.
- Recognise the impact(s) the issue has had.
- Provide reassurance that the breakdown or failure will not happen again.
- Initiate a rapid, appropriate and acceptable operational response to the issue.
- Offer a negotiated remedy and timescale for delivery.
- Deliver promises with clear implications should we fail to do so.
- Where appropriate, offer payment that compensates the complainant for any harm, costs incurred or inconvenience.
- Learn from complaints and put in place actions to make sure that we don't fail again in future.

## 3.2 Types of compensation

3.2.1 There are different circumstances under which compensation may be paid. These are:

- **Mandatory** (such as statutory home loss or disturbance payments, and payments made under the Right to Repair scheme). Compensation will be paid in accordance with the relevant statutory guidelines and our related policies.
- **Quantifiable loss payments** (where people can demonstrate actual loss) such as having to pay for alternative accommodation, additional heating bills or the cost of repairs where we have failed to meet our obligations. We will want to make sure that any costs have been reasonably incurred and will require evidence of actual loss.
- **Other financial redress** (for time and trouble/distress and inconvenience or as a gesture of goodwill). This could include things like poor complaint handling, delays in providing a service, e.g., in undertaking a repair, failure to provide a service that has been charged for, temporary loss of amenity, failure to follow policy and procedure or unreasonable time taken to resolve a situation.

### Quantifiable loss payments

3.2.2 We will consider if there has been an actual, evidenced financial loss incurred as a direct result of service failure. Circumstances in which we may decide that as a landlord we should compensate a resident for a quantifiable financial loss could include (but are not limited to):

- where money is due to a resident but has not been paid – for example, rent overpayments or works which we had previously agreed to pay for.
- costs which have been reasonably incurred by a resident, which would not have been necessary if the service failure had not occurred.

3.2.3 We will not pay costs incurred by a resident where we have not been given the opportunity to rectify matters first.

- 3.2.4 Residents may incur other costs where they have chosen to use a solicitor or other professional to help them to pursue their complaint with us. We have a complaints process that is fair and accessible to all, and residents should not need to seek such advice in order to make or progress a complaint. We would not reimburse a resident for such fees, unless we considered that there were exceptional circumstances.
- 3.2.5 Residents seeking reimbursement for loss or damage to personal belongings which are considered to be caused by the Council will be supported to complete an Insurance Claim form. These will be assessed by Kirklees Council Risk and Insurance Team.
- 3.2.6 In the first instance, where reimbursement is requested for loss or damage, we will direct residents to make an insurance claim rather than pursue all or part of their concerns as a formal complaint.

## Other financial redress

---

- 3.2.7 A framework (Appendix A – Other Financial Redress) will be used by staff to decide the level of compensation to be awarded when a service failure occurs. Decisions about the impact on a customer will take into account the household's specific circumstances such as vulnerabilities or the presence of young children.

## Distress and inconvenience

- 3.2.8 Residents may describe how they have been affected by the situation that has led to their complaint, for example in terms of the impact on their family life, use of their home, impact on their employment, or on their health and emotional wellbeing. Some residents will set this within the context of their mental and/or physical health and explain how our actions or inactions have affected them or exacerbated existing health conditions.
- 3.2.9 We recognise that the overall distress and inconvenience caused to a resident by a particular service failure can include:
- stress, anxiety, worry, frustration, and uncertainty
  - raised expectations – where our actions or inactions resulted in a resident reasonably believing that something would, or would not, happen
  - inconvenience
  - a strong sense of having been treated differently to others for no apparent reason
  - problems caused by delays in us resolving matters or poor complaint handling
- 3.2.10 When assessing the impact of the distress, we will take into account:
- the severity of the situation
  - the length of time involved
  - any disabilities or particular vulnerabilities of the resident
  - any other relevant factors

3.2.11 The amount of compensation we decide upon will not reflect a definitive loss, as we will not be able to quantify this. The intention is recognition of the overall distress and inconvenience caused to the resident by the particular circumstances of the complaint.

### **Time and trouble**

3.2.12 We recognise that any resident pursuing a complaint with us will incur a certain amount of time, trouble and minor costs (such as phone calls). We would not usually compensate residents for their time and trouble in making a complaint in these circumstances.

3.2.13 However, a remedy of financial compensation may be appropriate if we failed to progress or escalate a complaint on repeated occasions, failed to respond to reasonable contacts from the resident or demonstrated overall poor complaint handling.

### **Loss of a room**

3.2.14 We will pay you compensation if we have not carried out work that is needed and your room is unsuitable for living in. This will only apply if you have not caused damage to the room yourself, and you have allowed us to carry out the required work. The payment will be calculated by dividing the number of rooms in your home by the amount of full rent you pay. For example, if your rent is £50 a week and you have five rooms in total, we would divide £50 by 5, giving £10 a room for every week that it is not usable. We may offer you temporary housing instead of compensation.

### **Failure to provide a service where a service charge has been paid**

3.2.16 If we fail to provide a service for more than 14 days (or the number of days appropriate for a particular service) the level of the compensation will be the same amount that you paid for the service for the length of time that we failed to provide it, plus a single payment of £10.

## **3.3 Residents' actions and circumstances - mitigating and aggravating factors**

### **Mitigating factors**

3.3.1 When assessing a redress claim, we will consider the extent to which a resident's actions might have contributed to the situation in which they found themselves. Considerations will include whether the resident was proactive in seeking to minimise the impact of the situation on them or, conversely, whether the resident exacerbated or failed to minimise the impacts. These factors may mitigate or minimise the level of award ('mitigating factors').

3.3.2 Examples of when the resident's own actions mitigate the extent of the compensation being considered might include:

- Failing to bring individual matters to our attention within a reasonable timeframe.
- Failing to communicate clearly with us.
- Refusing help to make a coherent complaint.
- Failing to respond to contact from us.
- Repeatedly refusing to allow us access to inspect the property and assess the extent of works needed (where relevant).
- Pursuing a complaint in an unreasonable or excessive way.

## Aggravating factors

3.3.3 We recognise the fact that the emotional impact experienced by an individual resident is unique to them. Not all residents will experience the same emotional impact in response to the same instance of service failure. This might be due to their particular circumstances, or as a result of a vulnerability ('aggravating factors'). Consideration of any aggravating factors could justify an increased award to reflect the specific impact on the resident.

3.3.4 Examples of aggravating factors might include:

- A resident's mental health condition (for example, mishandling of ASB aggravates an existing condition).
- A resident with young children (for example, an extended period in temporary accommodation as a result of repair delays causes significant inconvenience and upset).
- A resident's disability (for example, the daily impact of an emergency decant as a result of failure to comply with repairing obligations).
- A resident with responsibility for a dependent with a disability (for example, a delayed repair response could have a disproportionate impact).
- Any previous history of mishandling by us of the resident's tenancy.
- The above lists are not exhaustive, and complaints may include elements from more than one category.

## 3.4 Payments of compensation and arrears

3.1.1 Compensation payments will be paid by bank transfer; these will be processed by the Customer Experience Team.

3.1.2 A complainant will usually be expected to accept an offer of compensation within 28 days of the offer being made.

3.1.3 An individual can within 28 days acknowledge the offer but defer the acceptance of the offer should they wish to pursue their complaint further through the Housing Ombudsman.

3.1.4 Our commitment to pay compensation will be honoured until three months after the completion of the Housing Ombudsman investigation. The final sum of compensation

will be determined by the Housing Ombudsman but will not be less than the amount offered by us in the first instance.

- 3.4.5 In most circumstances, where there is an outstanding debt owed to the council, including but not limited to rent or service charge arrears, any compensation payment will be made against the debt and any remaining monies will then be forwarded to the claimant. This will not apply in cases where compensation has been ordered by the Housing Ombudsman Service in cases of maladministration findings.
- 3.4.6 In some circumstances where there has been quantifiable loss e.g. ‘out of pocket’ expenses as a result of our actions or inactions we may seek to pay compensation direct to the resident and we will not offset against any housing debt owed to the Council.

## 4. Roles and responsibilities

### 4.1 Homes & Neighbourhoods’ responsibilities

- 4.1.1 This policy will be delivered by all service areas within Homes & Neighbourhoods and coordinated by the Customer Experience Team.
- 4.1.2 Training and procedures will be made available to staff and officers to ensure they are aware of their responsibilities.
- 4.1.3 Supervisors, team leaders and managers will be responsible for ensuring that their staff are aware of and comply with the provisions of this policy through supervisions and appraisals.
- 4.1.4 All complaints will be treated with confidence. Personal information about the complainant will only be shared internally when strictly necessary to deliver the agreed remedy. Details of the complaint will only be shared externally with the complainant’s consent.

## 5. Monitoring and review

### 5.1 Monitoring and improvement

- 5.1.1 We are committed to creating a positive complaint handling culture in Homes & Neighbourhoods. We provide annual and quarterly reports on learning and service improvement to Senior Managers, the Member Responsible for Complaints and relevant governing bodies and staff. We publish an Annual Complaints and Service Improvement Report to Cabinet and publish this on the [complaints and compliments page](#) of the council’s website.

5.1.2 These reports include details of compensation awarded and service failures that led to compensation being awarded.

## 5.2 Policy review

5.2.1 The policy will be reviewed at least every 3 years, or in response to relevant changes in legislation, regulation or organisational structures.

5.2.2 Any significant changes will be consulted on prior to implementation and relevant approvals sought from Homes and Neighbourhoods Senior Management Team and the Portfolio Holder for Highways & Housing (MRC).

5.2.3 This policy and future updates will be published on <https://www.kirklees.gov.uk/beta/council-housing/complaints-and-compliments.aspx>

# 6. Associated policies and procedures

## 6.1 Associated council policies

6.1.1 The following Homes & Neighbourhoods strategies and policies are relevant:

- [Homes & Neighbourhoods Service Standards](#)
- [Complaints Policy](#) [link is to existing policy - update once approved]
- [Anti-Social Behaviour \(ASB\) Policy](#)
- [Redress Policy](#)
- [Repairs & Maintenance Policy](#)
- [Vulnerable Tenant Policy](#) (update to link once approved)

## Appendix A – Other Financial Redress

This framework reflects the [Housing Ombudsman Remedies Guidance](#) and will be used by staff to decide the level of compensation to be awarded when a service failure occurs. Decisions about the impact on a resident will take into account the household's specific circumstances such as vulnerabilities or the presence of young children.

Summary Title	Circumstances	Impact on Resident	Level of Redress
Low Impact	<p>Where there has been a service failure which has caused inconvenience and/or distress to the customer.</p> <p>Excludes: Industrial action, failure by a third party, (that is not working on the landlords behalf), failure of statutory services Other circumstances beyond the control of Homes and Neighbourhoods</p>	<p>Minimal</p> <p>Short duration</p> <p>Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved</p>	£50 to £100
Medium Impact	Succession of failures and/or not resolved within reasonable timescales	<p>A failure that adversely affected the resident</p> <p>No permanent impact</p>	£100 to £600
High Impact	A succession of service failures and/or not resolved within reasonable timescales	<p>Significant impact</p> <p>Physical and/or emotional impact</p>	£600 to £1,000
Service Failure	Serious or prolonged service failure resulting in severe stress, disruption or inconvenience	<p>Severe long-term impact</p> <p>Physical and/or emotional impact</p>	£1,000 +
Loss of use of part of a property		<p>Use of part of property is lost for a minimum of 1 week</p> <p>Exceptions: Does not apply to gardens or outhouses. Does not apply where Homes and Neighbourhoods arrange alternative temporary accommodation. Does not apply where evacuation is ordered by</p>	<p>Payment will be calculated by dividing the number of rooms in your home by the amount of full rent you pay</p>

Summary Title	Circumstances	Impact on Resident	Level of Redress
Failure to provide a service where a service charge has been paid	If we fail to provide a service for more than 14 days (or the number of days appropriate for a particular service)	statutory authorities on public safety ground e.g., police incident	Payment will be the same amount that you paid for the service for the length of time that we failed to provide it, plus a single payment of £10.

DRAFT