

COMPENSATION

The main principles of the Lee HA Compensation policy are that the Association will make compensation payments where there has been:

- a failure to deliver services to a specified standard, or
- a loss of amenity

Payments will be made by way of a credit to the tenants rent account, if they are in arrears. If the rent account is clear or in credit then a payment by cheque will be made to the tenant. This also applies to leaseholders and their service charge accounts.

We would aim to recognise where unreasonable inconvenience or disruption has been caused and to consider compensation payments in line with the scales proposed.

The Association will make compensation payments where there has been a failure to deliver services to a specified standard or where there has been a loss of amenity. The Association is committed to dealing with all claims promptly, with a transparent and consistent approach.

Damage to residents property

In the event of property belonging to a resident being damaged as a result of an accepted failure in the repair service, or due to any other shortfall in the service, residents are advised to first make a claim against their own contents insurance policy. Alternatively they may make a claim against our insurance company for compensation. Residents should contact the Maintenance Manager for advice.

All such claims are subject to an excess on the policy. If the cost of the damage is less than the excess then we may consider making an ex-gratia payment to the resident. Residents should in the first instance contact the maintenance Manager.

There is no defined scale for these payments and each case will be dealt with on its own merits, with a member of the Senior Management team deciding on the amount of payment.

Some examples of compensation payments include:

<i>Event or Type of Failure</i>	<i>Compensation Payment</i>
<i>Failure to complete repairs within specified service standard</i>	<i>Flat rate of £10</i>
<i>Failure to respond to complaints on time</i>	<i>Flat rate of £10</i>
<i>Where staff or agents of Lee HA fail to keep pre-arranged appointments and fail to notify residents in advance of a change in arrangements</i>	<i>Flat rate of £10</i>
<i>Exceptional inconvenience or unreasonable disturbance</i>	<i>Ex- gratia payment of up to £50 at CEMT members discretion</i>

Where there has been a loss of amenity

Where there is a loss of amenity or loss of the home or part of the home, or facilities including use of heating and hot water, lifts etc. Refunds of rent or service charge may be made in line with a set of scale rates as set out below:

<i>Event or Type of Loss</i>	<i>Time to re-instate</i>	<i>Compensation payable</i>
<i>Total loss of washing and sanitary facilities, including no cold water supply</i>	<i>48 hours</i>	<i>Full refund of weekly rent (excluding service charge)</i>
<i>Loss of use of one bedroom or all living rooms</i>	<i>48 hours</i>	<i>Full refund of weekly rent (excluding service charge)</i>
<i>Loss of use of one bedroom or one living room (where there are other rooms available)</i>	<i>48 hours</i>	<i>25% rent reduction</i>

Loss of access to washing facilities	48 hours	25% rent reduction
Loss of electricity supply	48 hours	50% rent reduction
Loss of heating & Loss of hot water	Within 48 hours of target repair time	Refund of any service charge costs plus £2.50 per day until service restored. *
Loss of heating or hot water	Within 48 hours of target repair time	Pro rata reduction of service charge. *
Frequent lift breakdowns (more than twice per month)		Discretionary payment to be considered.
Lift breakdown in block of 6 floors or more and where there is no other available lift working	48 hours	£2 per week to all residents £4 per week to residents on 5th floor and above (discretionary)
Failure to complete emergency and urgent repairs	See relevant timescales	£10 plus £2 per day up to a maximum of £50