

## Consultations on Policy Batch 5

### Recharge and Compensation

Circle 33 Policy Review meeting 25<sup>th</sup> August 2009

EPIC Eastern Policy Forum 30<sup>th</sup> July and 12<sup>th</sup> August 2009

EPIC London Policy Forum 29<sup>th</sup> July 2009

Mole Valley Policy Review meeting 4<sup>th</sup> September 2009

Russet residents by email

Wherry Policy Review Day 10<sup>th</sup> August 2009

### Compensation and Recharges

Question	Comment	Which residents?	Resulting changes to policy
1. Do you think we should offer compensation when a resident makes a complaint?	Depends on complaint. Could be subject to abuse. In cases where financial hardship is a factor behind the complaint, then yes.	Eastern	The group policy states that compensation payments are not automatic (4.9). The policy emphasises the need to focus on the merits of the individual complaint and the complainant's situation when deciding how much it may be appropriate to offer residents and service users (4.10). Compensation for missed appointments is included in the policy (4.15). Staff have the discretion to award up to £50 for inconvenience, this can be in addition to a payment for a missed appointment (4.14-4.16)
	Not necessarily – depends on complaint. What are we trying to achieve by offering compensation? More time needs to be put into pre-empting complaints and better analysis of responses at point of complaint would mean less need for compensation.  A lot of discussion ensued around missed	London	

Question	Comment	Which residents?	Resulting changes to policy
	<p>appointments and the inconvenience that goes with them. All the group recognised it was very hard to put a price on stress and inconvenience, however, all felt it was necessary to compensate for these things.</p> <p>Only when a complaint is upheld &amp; there is an issue regarding residents' property, fixtures &amp; /or fittings; or when an on-going issue is taking too long to resolve and is beyond our target dates.</p> <p>Not automatically, but it should be dependent upon circumstances. Each complaint should be addressed as an individual case. Examples of when compensation would be appropriate could be repairs not completed on time, contactor causes damage.</p>	<p>Wherry</p> <p>MV</p> <p>Circle 33</p>	
<p>2. What other situations do you think it would be appropriate to offer compensation in?</p>	<p>Where someone is out of pocket and CA accepts responsibility. When our actions/ lack of actions have caused damage. Where our actions have caused financial or emotional hardship.</p> <p>What is the distinction between goodwill payment and compensation? Is a goodwill payment made to cover when a complaint (or otherwise) isn't handled well?</p> <p>ASB from another tenant.</p> <p>Compensation should be offered for any obligation</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p>	<p><b>Goodwill payments are offered for situations where a mistake has happened, and we offer a gesture/payment to say sorry.</b></p> <p><b>Compensation is offered in situations where Circle Anglia are clearly at fault and the resident or service user has suffered loss or inconvenience as a result of our actions.</b></p> <p><b>The policy lists the following as reasons to pay compensation (4.10):</b></p> <p><b>missed appointments</b></p> <p><b>any distress and inconvenience suffered</b></p>

Question	Comment	Which residents?	Resulting changes to policy
	<p>of the tenancy agreement which is not met.</p> <p>Personal injury; work not completed on time; failed appointments - staff and contractors; rent account errors; service charge errors.</p> <p>Missed appointments, very late without contacting tenant, delay in resolving complaint, ASB not dealt with satisfactorily, or within reasonable timescale.</p>	<p>MV</p> <p>Circle 33</p>	<p>any known costs, that have been reasonably incurred</p> <p>the degree of disruption to the household</p> <p>consideration of the household vulnerabilities, including age or disability</p> <p>recognition of any failure to follow policies and procedures</p> <p>assessment of whether the loss or inconvenience could be reconciled in any other manner</p> <p>any failures to follow the complaint handling process</p> <p>the time taken to resolve the complaint – beyond stated response times.</p> <p>Unfortunately, we cannot offer compensation for ASB caused by another tenant as we are not responsible for the action of our tenants.</p>
<p>3. What do you think the best type of compensation would be? Money, vouchers, flowers or “like-for-like” replacement?</p>	<p>Like for like wherever possible</p> <p>Money Like for Like</p> <p>Vouchers for food shopping would be more useful than high street vouchers or flowers.</p> <p>All options depending on the circumstances. Group had a general preference for vouchers, flowers etc. but not actual money!</p> <p>Depends upon circumstances. Guidelines needed and individual cases should be responded to</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p> <p>MV</p>	<p>Like for like is a good option as there is a direct relationship between what the resident has lost and what they have gained.</p> <p>Different groups consulted felt differently about what would be appropriate. The policy offers guidance on when flowers, vouchers or money would be most suitable. (4.5-4.9)</p>

Question	Comment	Which residents?	Resulting changes to policy
	<p>individually. Give tenants choice. Was felt that flowers not suitable compensation. Like for like replacement favoured to prevent spurious claims for money.</p>	Circle 33	
<p>4. If we gave money or vouchers, how much compensation do you think we should offer when we make a mistake which affects a resident?</p>	<p>Depends on what has happened. Mutually agreed. If agreement cannot be reached, refer to an Independent assessor/ 3<sup>rd</sup> party.</p> <p>This should be negotiated at the time – each situation taken on its own merit.</p> <p>All felt this would entirely depend on the situation, no one was able to offer an example of what they thought would be appropriate. One resident suggested that food shopping vouchers would be more useful than high street</p> <p>Money only as a last resort. The Group felt that a %age of a damaged item would be a good approach but with a reasonable upper limit.</p> <p>Value of any damage / loss. Need to check evidence carefully. £10 is the minimum for a missed appointment. Payments should only be made for serious cases.</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p> <p>MV</p> <p>Circle 33</p>	<p><b>The suggestion that food shopping vouchers may be more useful than high street has been included in the policy (4.5). £10 is included in the policy as the minimum for a missed appointment. No upper limit has been set as the policy needs to be as flexible as possible to allow managers to look at each case and decide an appropriate amount.</b></p> <p><b>The common consensus seems to be that each case should be looked at on it's own merits – as such the policy sets this approach out with key considerations for colleagues (4.10).</b></p>
<p>5. How much compensation</p>	<p>Nothing unless the tenant has taken time off work and has lost money. Should apologise. And wherever</p>	Eastern	<p><b>£10 is established as the minimum. (4.15) with an upper limit of £60 in cases of severe inconvenience.</b></p>

Question	Comment	Which residents?	Resulting changes to policy
<p>do you think we should offer for a missed appointment? Do you think £10 is reasonable?</p>	<p>possible, tenant should be called and told that we cannot attend.</p> <p>Yes - £10 is reasonable</p> <p>£10 is reasonable, however, all felt more should be added on top for the inconvenience caused. Whilst the group understood that we could not promise to recompense for wages lost, several examples were raised of situations in which people had used up all their holiday or lost their jobs because of the need to take time off work for appointments.</p> <p>£10 voucher as a minimum - varied up to £25.</p> <p>Generally agreed that £10 is appropriate. Consensus that contractor should pay, not C33. Choice of appointment for tenant if first one is missed.</p>	<p>London</p> <p>Wherry</p> <p>MV</p> <p>Circle 33</p>	
<p>6. If a resident carries out improvements to their home, when they leave there is a formula that is set out in law to calculate the compensation they should receive. This is the list of improvements that is</p>	<p>This list seems pretty comprehensive.</p> <p>Nothing to add</p> <p>Conservatories – recognition that this may raise council tax.</p> <p>Replacing wooden doors – where these are</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p>	<p><b>Conservatories, patios and items which include the sustainability/eco improvements of the property have been included in the policy (12.9)</b></p> <p><b>Items which increase security and storage are included in the statutory list.</b></p>

Question	Comment	Which residents?	Resulting changes to policy
<p>set out in the law. Is there anything else you think we should consider including?</p>	<p>warped or faulty.</p> <p>Storage – shelves, cupboards, wardrobes.</p> <p>The group were split on this pretty much 50:50. Some thought the list was fine as it was but others felt that we should add - conservatory; patio; lean-to</p> <p>Extra locks, security improvements. Sound insulation. Adaptations. Solar panels - eco improvements.</p>	<p>MV</p> <p>Circle 33</p>	
<p>7. Do you think we should charge residents for repairs that we carry out on their behalf that are really their responsibility?</p>	<p>Yes: look at circumstances e.g. age; physical state; charges should be kept to a minimum</p> <p>No! unless they have been done deliberately</p> <p>Yes</p> <p>Vulnerability and domestic abuse were felt very strongly to be exemptions.</p> <p>Yes - but residents must be made aware of this. We spoke about this for some time - particularly around older people and lost keys, but the group</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p> <p>MV</p>	<p><b>The policy sets out that we will recharge for repairs which are a resident's responsibility with exemptions for domestic abuse and vulnerability. (4.1)</b></p>



Question	Comment	Which residents?	Resulting changes to policy
	<p>arranged would be required. Recharge not appropriate for one missed appointment - should be for a minimum of 2 or 3 and where proof can be provided.</p>	<p>MV</p> <p>Circle 33</p>	
<p>9. What other situations are there where we should consider recharging residents?</p>	<p>None</p> <p>In cases of deliberate damage – ASB</p> <p>Removing large items.</p> <p>We should make every effort to find out who has committed any ASB/damage.</p> <p>Removal by the landlord of ponds, animal runs and sandpits, dogs mess; overgrown hedges. This should be linked to the leavable standards. The group discussed Health &amp; Safety recharges with mixed views and no consensus - some thought we should charge for broken windows for examples and others didn't.</p> <p>If they damage C33 or neighbouring property. When knocking down internal walls. When an emergency appointment is missed.</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p> <p>MV</p> <p>Circle 33</p>	<p>All these suggestions have been included in the policy ( 3.4 – 3.18)</p>

Question	Comment	Which residents?	Resulting changes to policy
<p>10. Sometimes it isn't very clear whether a repair is the resident's responsibility or not. How do you think we should establish whose responsibility it is to pay?</p>	<p>No idea, you must further clarify responsibility in pre-lease/neutral forums</p> <p>Accept it as our responsibility</p> <p>Be on the tenants side</p> <p>Mutual discussion</p> <p>If it is unclear to Circle Anglia, then the decision must be Circle Anglia pays.</p> <p>Explain the resident's obligations in their tenancy agreement.</p> <p>Landlord should investigate the issue, see what the general approach is and negotiate with the resident(s) involved</p> <p>Tenancy agreement should clearly state what is tenants responsibility</p>	<p>Eastern</p> <p>London</p> <p>Wherry</p> <p>MV</p> <p>Circle 33</p>	<p><b>The policy sets out that we will only recharge residents and service users where it is clear that it is their responsibility. If there is any doubt, we will take responsibility. (Section 11)</b></p>
<p>11. If we have a recharges system, we could offer to do repairs on behalf of vulnerable or older residents, and charge them the cost. This could save them having to arrange it themselves, and</p>	<p>Very definitely</p> <p>Yes</p> <p>No</p> <p>Very Definitely</p> <p>It is a very good idea to do repairs for vulnerable and older residents and then charge them the cost</p>	<p>Eastern</p> <p>London</p>	<p><b>Most groups were in favour of doing repairs for vulnerable persons as long as we make costs clear. This approach is set out in the policy (11.6 and 12.2)</b></p>

Question	Comment	Which residents?	Resulting changes to policy
<p>give them peace of mind that the job would be done properly. Do you think this is a good idea?</p>	<p>Give a full breakdown of costs so that the resident is sure they can afford.</p> <p>Payment options in instalments.</p> <p>A resounding YES from everyone. They thought that this was a great idea, particularly as residents generally get to know the responsive repairs team.</p> <p>Look in to reduced cost handyman services. No increase in costs as a result. Scope of service must be made very clear. Ensure customer understands full cost of service. Generally felt that residents would be happy to pay for a good service.</p>	<p>Wherry</p> <p>MV</p> <p>Circle 33</p>	
<p>12. What should we do when we recharge a resident and they don't pay? How many times should we try to recover the money before we give up (taking into account the fact that it costs us money to chase them up)?</p>	<p>Rather than number of times it should be on a timescale. Three months would be maximum having tried once a month.</p> <p>Twice</p> <p>Don't give up if its been done deliberately</p> <p>Maybe 2/3 times - depending on circumstances. Would it be feasible/legal to charge some kind of refundable deposit before work commences?</p>	<p>Eastern</p>	<p>The process for recovering these costs is set out in our finance processes rather than our recharges policy.</p>

Question	Comment	Which residents?	Resulting changes to policy
	<p>Try twice by phone or email and then 3 times by letter. If some kind of penalty can be referred to then this should be done in the 3 letters (but not in the phone/email as this may lead to embarrassing exchanges!)</p> <p>1<sup>st</sup> – send a letter/invoice</p> <p>2<sup>nd</sup> – hand deliver the letter/recorded delivery</p> <p>3<sup>rd</sup> – legal letter/small claims court to reclaim costs/ legal letter setting out that their tenancy is at risk.</p> <p>The Group felt that there was a principle at stake and that the message should be that we recharge. The Group wanted the debt to remain, except where the tenant has died. We need to be sensible though and the group felt that we should always have a minimum of two attempts to collect the money owing, but that as a general rule, we shouldn't spend more to collect the debt, than the debt itself.</p> <p>Add on to rent account if possible. A clear signed agreement on both sides, fully explained so that consequences of non-payment are understood. Use small claims court or bailiffs to recover money.</p>	<p>London</p> <p>Wherry</p> <p>MV</p>	

Question	Comment	Which residents?	Resulting changes to policy
	Payment up front.	Circle 33	