



# Remedy and Compensation Policy

---

## 1. Introduction

- 1.1. This policy sets out Lincolnshire Rural Housing Association's (LRHA) approach to providing compensation to residents in a fair and consistent manner.
- 1.2. This policy outlines the circumstances where residents may be entitled to apply for compensation or instances where LRHA may wish to make discretionary payments or goodwill gestures.

## 2. Purpose

- 2.1. The compensation policy is available to anyone who receives a service from the LRHA i.e., residents, shared owners, housing applicants or others affected by the LRHA's activities.
- 2.2. Compensation can be requested for a range of reasons and can include the following examples:
  - A service is not completed to its specified standard;
  - Emergency or urgent repairs are not completed within an agreed timescale;
  - A resident has carried out a qualifying improvement to their home with the Association's permission and is moving;
  - A resident or shared owner needs to move from their home either permanently or temporary at the Association's request; and / or
  - Damage or financial loss caused by the actions of our staff or approved contractors.
- 2.3. Compensation can be either statutory or goodwill and may be used in combination where appropriate.
- 2.4. The Association will consider each compensation request on its own merits, however residents have no automatic right to compensation unless it is statutory. Compensation monetary payments as a goodwill gesture will only be made in circumstances where an apology or improvement to service will not suffice.
- 2.5. It is the responsibility of residents to have home contents insurance and to claim on this insurance when it is deemed appropriate to do so. This policy is not intended to replace or compensate for the lack of such insurance.
- 2.6. The following table shows the type of compensation that cannot be pursued through this policy:

<b>Circumstances not covered</b>	<b>Comments</b>
Insurance Claims including Personal Injury or claims over £2,500	Internal & insured risk
Compensation already being processed through legal channels (e.g. disrepair)	Internal & insured risk
Accidental damage not caused by the Company (e.g. burst pipes, blocked drains or other unpredictable or unreported events)	To be pursued through the resident's own insurance policy
Damage caused by exceptional weather conditions	To be pursued through the resident's own insurance policy
An alteration to the property carried out without LRHA's permission or to an adequate standard	Internal & insured risk

Circumstances not covered	Comments
When the resident's action prevents or delays the delivery of a service that contributes to service failure	Internal & insured risk
Loss or damage caused by the resident or a third party	Internal & insured risk

2.7. Compensation requests that have not been brought to the attention of staff within six months of the incident will only be progressed at the discretion of the Chief Executive.

2.8. The member of staff investigating the compensation request has the right to request evidence as part of their investigation and where this is not supplied; compensation requests may not be considered.

2.9. Any monetary offers of compensation will be offset against arrears, service charges or other debts owed to LRHA.

### 3. Types of Remedy and Compensation

3.1. **Statutory** - Compensation where it is a legal or other external requirement to compensation. This includes:

- Payments for the loss of the home; and
- Compensation for resident's qualified improvements.

3.2. A payment would be agreed for the loss of a home, in the scenario that the home was not inhabitable due to an action or lack of action by LRHA. Also, where a home was acquired by LRHA for a wider redevelopment purpose.

3.3. The procedure for the acceptance of a qualifying improvement is detailed in the Asset Management Policy document.

3.4. **Goodwill** - A discretionary form of compensation may be given where the level of service, action or inaction of staff / contractors fails to meet the LRHA's standards. Examples can include (but are not limited to):

- Loss of facilities in the home;
- Failure to keep appointments;
- Failure to deliver services subject to a service charge;
- Financial losses have incurred due to action of a staff member; and
- Recompense for the nature and impact of a complaint.

3.5. This is a payment where there is not a legal liability, but it demonstrates recognition of the inconvenience caused to a resident if the level of service drops below the expected and reasonable standard. They do not always have to take the form of a monetary payment and can include (but not limited to) vouchers, decorating materials, flowers or work undertaken at the expense of LRHA.

### **3.6. Complaints**

This includes (but is not limited to):

- Loss of facilities such as a room, sole source of heating or essential service;
- Failure to keep appointments by LRHA Property Maintenance Service (PMS) or an approved contractor;
- Failure to deliver service subject to a service charge such as communal lighting or gardening services;
- A financial loss or possession damage where a PMS Operative or approved contractor has taken reasonable care when undertaking their duties; and
- An outcome of a complaint in recognition of service failure which has caused exceptional worry, distress, or inconvenience.

3.7. Any compensation award will be considered on its individual merits by the Deputy Chief Executive or Chief Executive.

3.8. If a resident wishes to appeal the remedy or compensation award from their compensation claim, they can do so via the complaints process.

## **4. Equality and Diversity Implications**

4.1. LRHA are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.

4.2. LRHA respects and values the differences of our residents, partners, and staff and LRHA will treat everyone LRHA work with fairly, and with respect. This policy has been considered in light of LRHA's equality and diversity policy and is compliant with its principles.

4.3. LRHA will comply with the Equality Act 2010 and will adapt our process or make reasonable adjustments to accommodate an individual's needs wherever possible and reasonable.

## **5. Delivery and Monitoring**

5.1. It is the responsibility of all staff to ensure the effective delivery of this policy. Any member of staff who investigate and handle compensation requests directly are expected to take responsibility for the process, and to try to achieve a prompt, fair and reasonable outcome for the resident and LRHA.

5.2. The outcome of any remedy or compensation applications would be reported to and monitored by the Operations Committee.

## **6. Monitoring and Review**

6.1. LRHA will record and monitor every request for compensation and seek to find solutions that meet resident expectations.

6.2. This policy will be reviewed every 3 years. A review may be conducted earlier if there are significant changes to either legislation or LRHA's operating practices.

## 7. Associated Documents / Policies

7.1. The policy supports and influences other key colleague and resident strategies/policies, including:

- Asset Management Strategy
- Complaints Policy

<b>Document Control</b>	
<b>Document Title</b>	Remedy and Compensation Policy
<b>Author</b>	Head of Operations
<b>Version</b>	2.0
<b>Release Date</b>	February 2026
<b>Next Review Date</b>	February 2029
<b>Document Type</b>	Policy
<b>Approved by Audit &amp; Risk</b>	N/A
<b>Approved by Operations</b>	February 2026
<b>Approved by Board</b>	N/A
<b>Approved by the Management Team</b>	January 2026
<b>EIA Completed (where required)</b>	No
<b>Resident Consultation (where appropriate)</b>	No
<b>Employee Handbook Amends (where appropriate)</b>	No
<b>External Consultation Required?</b>	No