Housing compensation policy – version 8.1

Date approved for use: 24th June 2025

Scope

1.1 This policy is a Dimensions Group policy. This means it applies to all its subsidiaries as listed in **Dimensions Group company information**.

1.2 This policy aims to provide guidance on payment formulas for compensation and covers statutory or regulatory compensation for failure to repair, compensation for improvements or additions carried out by tenants or managing agents, disturbance and home loss, and loss of use of rooms or amenities.

1.3 Dimensions is a provider of supported housing for people with significant support needs. At all times in this policy statement, it is expected that colleagues in Housing and Operations will work in a collaborative way to ensure that people are supported to exercise their Right to Repair and receive the compensation to which they are entitled. All interactions and materials are expected to be accessible with all reasonable adjustments made to enable people to exercise their rights.

1.4 You can find the documents, forms and other policies mentioned in this policy on the Hub (Dimensions intranet).

1.5 To go straight to the policy content click on the hyperlink section title below or go to the page:

Policy statement

2.1 This policy covers statutory or regulatory compensation for the following:

- failure to repair
- compensation for improvements or additions carried out by tenants or managing agents
- disturbance and home loss
- loss of use of rooms or amenities.

2.2 Compensation in other circumstances is discretionary and will take into account actual financial losses and inconvenience.

2.3 Tenants who don't have capacity, can have an advocate, family member or other representative to make a claim on their behalf.

The impact of not implementing this policy

3.1 This policy enables tenants to claim statutory or regulatory compensation for Dimensions' failure to deliver important aspects of having a safe, comfortable home. Failure to implement this policy can show disregard for the tenants' rights and wishes. Failure can cause dissatisfaction with Dimensions' services, damage its reputation and lead to important works not being completed in a timely or safe manner.

3.2 There may be an impact for colleagues and the organisation with our regulators, which may include:

- Local Authorities (LA)
- in England, the Care Quality Commission (CQC)
- in Wales, the Care Inspectorate Wales (CIW)
- The Charity Commission (CC)
- Health and Safety Executive (HSE)
- the Regulator of Social Housing (RSH)

- in Wales, the Regulator of Registered Social Landlords (RSLs)
- the Information Commissioners Office (ICO).

Policy content

Responsibilities

4.1 Most claims for compensation will come via the Complaints procedure (see **Concerns, complaints and compliments policy** for more details) and are overseen by the Housing Services Manager. The Director of Housing will authorise any Landlord based payments.

Monitoring

5.1 Payments for compensation will be reported annually to the Board as part of the annual 'Complaints and Service Improvement Report'.

Right to repair

6.1 Tenants and licensees are entitled to compensation if they report a repair that affects health, safety or security and Dimensions fails twice to make the repair within the required timescales set out in our **Building maintenance policy**:

- 24 hours for emergency repairs
- 7 calendar days for urgent repairs
- 28 days for routine repairs.

This excludes works that need further investigation and or that require competitive quotes or that are part of a larger programme of works to commence within 12 months.

6.2 The repair must be a 'qualifying repair'. A qualifying repair is a repair which does not cost in excess of £250 to carry out, but if not completed within a specified time is likely to jeopardise the health or safety of the tenant. The majority of these repairs would be electrical or plumbing work, although there will be instances where building repairs will be deemed as qualifying repairs (see appendix one).

6.3 The tenant or colleague/agent should notify the Maintenance Department immediately if a repair is not carried out within the timescale. The order will be chased or reissued. If the repair is not completed within the second timescale compensation may be payable.

6.4 There is a flat rate award of £10 plus £2 for each day the repair remains outstanding up to a total of £50.

6.5 The Right to Repair Scheme does not apply where:

- The tenant or colleague/agent has told the Association that they no longer want the qualifying repair to be carried out
- The tenant or colleague/agent has failed to provide reasonable access details for the contractor
- The tenant or colleague/agent has failed to provide access for an inspection or for the repair to be carried out

Accidental Damage

7.1 If a tenant's property is accidentally damaged by a contractor or employee of the association, compensation will be paid based on condition and age of the damaged property by either the association or the contractor.

7.2 Where access is required and carpets and/or other floor covering need to be removed, any damage will not be compensated.

Compensation for improvements

8.1 At the end of the tenancy or management agreement, compensation may be considered for improvements that have been paid for by the tenant or managing agent. The improvement, alteration, repair and agreement to compensation must have been authorised in writing by the association.

8.2 Compensation does not apply to leased properties where the freeholder should be approached for permission of any such works

Loss of amenities

9.1 If the loss of electricity, gas or water is due to the utilities company, compensation should be claimed from the relevant company.

Loss of use of rooms

10.1 If Dimensions' maintenance works to the house results in the total loss of use of one or more rooms for more than a week, the following payments based on net rent reductions may apply:

- 30% for loss of kitchen
- 20% for loss of bathrooms
- 15% for loss of living room or bedrooms.

Home Loss and Disturbance payments

11.1 Dimensions will make these payments whenever the law requires us to.

11.2 A Home Loss payment will be made when a qualifying tenant is required to leave their home on a permanent basis where we are redeveloping a house, estate, area to create new/improved homes.

11.3 The Home Loss Payment is a sum in recognition of the inconvenience of having to move out of an existing home and will only be paid once to a tenant in respect of being displaced from the property affected by the redevelopment.

Disturbance payments are made to compensate a residential occupier for reasonable moving expenses.

11.4 The level of Home Loss compensation is set and reviewed annually by the Government in accordance with the Planning and Compensation Act (1991), the Land Compensation Act (1973) and Home Loss Payments (Prescribed Amounts) (England) Regulations (2023).

(This policy will apply to all subsequent revisions to, or replacements of, the above-named legal documents).

11.5 Joint tenants will be entitled to one Home Loss Payment between them; and individuals that are not considered to be part of the tenants established current household, including sub-tenants, lodgers and licensees will not be entitled to a Home Loss Payment (or Disturbance Payment).

11.6 All arrears and debts owed will be offset against any Home Loss Payment. This includes rent arrears for tenants, and service charge, and consideration of any debt repayment plan that may be in place tenants who are being evicted prior to the displacement will not receive a Home Loss Payment.

11.7 Criteria for a Home Loss payment:

- “a tenant must have lived in the affected property, or a substantial part of it, as their only or main residence for a period of at least 12 consecutive months and has a right to occupy the property.”

11.8 Where a tenant does not qualify for a Home Loss payment (for example, because they have been a tenant for less than a year), a discretionary Home Loss payment not exceeding the statutory amount may be made and if approved by the Chief Housing and Communications Officer.

11.9 In the case of compulsory purchase, if the person leaves the dwelling prior to the date that the authority is authorised to acquire it, they lose the entitlement to home loss payment

11.10 Home loss payment is only payable where a displacement is compulsory.

Procedure for claiming compensation

12.1 Any tenant who wishes to make a claim for compensation can do so using the complaints procedure. See **Concerns, complaints and compliments policy** for more details.

12.2 Otherwise, to make a claim for compensation, the managing agent or tenant or advocate should write to: **maintenance@dimensions-uk.org** stating that a claim for compensation is the subject of the email.

12.3 Any claim must include a log of all communications and details of the grounds on which the claim is being made, along with any photographic evidence.

12.4 A written reply will be made within 10 days. If there is an entitlement to compensation, a cheque will be sent within 30 days of the decision.

Appeal process

13.1 If our tenant is unhappy with the decision and wishes to appeal, please write to the Director of Housing at the email address in paragraph **12.2**.

13.2 If a tenant is still unhappy following the decision of the Head of Property and Housing Supply and Head of Housing and Partnerships, complainants can appeal to the Chief Housing and Communications Officer at:

Dimensions UK Ltd.
Ground Floor, Building 1230
Arlington Business Park
Theale
Reading
RG7 4SA
Copied to: **maintenance@dimensions-uk.org**

13.3 Any appeal against a decision on compensation should be made within 15 working days of receiving the decision in writing.

13.4 A written response will be made within 5 days.

13.5 Final right of appeal is to the Independent Housing Ombudsman.

Relevant legislation, guidance and related policies and templates

This policy and related procedures consider the following legal requirements and regulatory codes, standards, and guidance:

Legislation

14.1 Data Protection Act 2018

14.2 General Data Protection Regulations (UK-GDPR)

14.3 The Housing Health and Safety Rating System

14.4 The Decent Homes Standard

14.5 Regulator of Social Housing: Homes Standard

14.6 Equality Act 2010

14.7 Planning and Compensation Act 1991

14.8 Land Compensation Act 1973

14.9 The Home Loss Payments (Prescribed Amounts) (England) Regulations 2023

Guidance

15.1 https://www.housing-ombudsman.org.uk/landlords-info/guidance-notes/compensation-policy/

Group policies

16.1 Building maintenance

16.2 Concerns, complaints and compliments

16.3 Equality, diversity and inclusion

Related procedures, decision flowcharts, forms

17.1 See Concerns, complaints and compliments policy.

Equality statement

18.1 Dimensions is committed to adhering to the Equality Act 2010 and the Public Sector Equality Duty. We aim to achieve this by promoting equality, respecting diversity and ensuring inclusion, eliminating unlawful discrimination for our colleagues and the people we support. Please see our **Equality, diversity and inclusion policy**.

18.2 We adhere to the Equality Act 2010 by promoting equality, diversity, and human rights by treating all people we support and employ fairly and equitably whatever their protected characteristic:

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

18.3 At Dimensions we will not tolerate any forms of abuse or discriminatory behaviour towards our colleagues, people we support, family members or people we work with. We will always act and will not be by-standers.

18.4 The equality impact analysis (EIA) is available on request by emailing the Head of Equality, Diversity and Inclusion.

Data protection statement

19.1 This policy involves handling personal data. So, when you carry out any procedures this policy describes, you should also think about what our **Data handling and protection policy** says.

19.2 Our **Data handling and protection policy** is our promise to handle personal data correctly under the Data Protection Act 2018 and the General Data Protection Regulation (UK-GDPR). It tells you how to keep that promise. It balances everyone's rights to data privacy with the work we do.

19.3 For information on how we handle personal and sensitive data, please see our privacy notices.

Review

20.1 We will review this policy three years from its original publication. But if changes in legislation, regulation or best practice mean we need to, we will review sooner.

20.2 If the changes are big, we will equality impact analyse (EIA) the policy again and send out to consultation in line with our **Policy development and consultation policy**.

20.3 For smaller changes, we will update this same version. We will record this in the Version control section below.

Glossary

21.1 An explanation of words and terms that appear in this policy or the related procedures.

Term	Definition
Home Loss	When people are forced to move from their homes or neighbourhoods for reasons, they cannot control for example Compulsory Possession orders by Local Authority or re-development by a housing association.
Disturbance Payment	A payment made to compensate a residential occupier for reasonable moving expenses, when they are forced to move.
Compensation	A payment made to put things right, for example when your landlord does not do repairs in a reasonable time, or repairs are bad quality and do not fix things.
Displacement	Having to move home.

People and groups involved in writing and approving this policy

Policy owner:	Head of Housing
Policy Responsible Executive Lead:	Julia Ashley, Chief Housing and Communications Officer
Approval level:	Group Executive Team
People and groups consulted:	Housing Team Operations Diversity Matters National Colleague Forum Policy Subgroup

Version control

Version number	Approved date:	Communication date:	Summary of changes
8	29th October 2024	12th November 2024	Reviewed and updated to latest Group policy standards and language. Change of policy owner. 15.1 updated link to Housing Ombudsman.
8.1	27th May 2025	24th June 2025	Updated to latest Group policy standards. Change of policy owner (back to Housing Department). Change of policy name. Change of section 11 title to 'Home Loss and Disturbance payments'. Section 11 re-written and expanded. 13.2 updated for correct role titles.

			14.7, 14.8 and 14.9 legislation added. Glossary updated.

Next review due: November 2027