

1.0 Introduction

- 1.1 At Saffron, we want to get things right first time. We want every resident to receive a fair, clear and consistent service. If something goes wrong, we will look at what happened and what we need to do to put things right.
- 1.2 This policy explains how we decide what is fair. A **remedy** is something we do to put things right. This could include an apology, a repair, an explanation, a change to a decision, service improvement, or **financial compensation**.
- 1.3 This policy supports good complaint handling. It helps us rebuild trust, learn from complaints, and improve our services.

2.0 Purpose

- 2.1 The purpose of this policy is to help residents and colleagues understand:
- What remedies are
 - When we may consider compensation
 - How we decide what is fair
 - When compensation may not apply
 - How we record decisions and learn from them
- 2.2 If our service has gone wrong, our aim is to put you, as far as possible, back in the position you would have been in if the failure had not happened.

3.0 Scope

- 3.1 This policy applies when something has gone wrong with our service and we need to consider a remedy or compensation. We call this a **service failure**. This may include delays, missed appointments, poor communication, loss of service, damage to belongings, financial loss, distress or inconvenience.
- 3.2 It applies to residents, colleagues, managers, contractors, and teams who record, check, report on, or learn from these decisions.
- 3.3 This policy does not normally apply to personal injury claims, events outside our control, or problems caused by organisations not working for us. It also does not normally apply to damage that should be covered by home contents insurance, legal or insurance action that has already started, or issues that should be dealt with through another policy or legal process.
- 3.4 It also does not cover some other forms of compensation including:
- Home Loss and disturbance payments – found in our Decant Policy
 - Compensation for improvements to your home – found in our Tenant's Own Alterations & Permissions Policy

4.0 Our approach

- 4.1 Our approach is based on the Housing Ombudsman's principles: be fair, put things right, and learn from outcomes. We also follow the Complaint Handling Code 2024 and the Housing Ombudsman's Remedies Guidance.
- 4.2 Compensation may be appropriate, but it is only one possible remedy. We will also consider:
- **Apology** – an apology may be the right remedy. A good apology should be timely, personal, sincere and specific. It should recognise what went wrong, acknowledge the impact on the resident, accept responsibility where appropriate, express regret, explain what we will do to put things right, and set out what we will learn or change where needed.
 - **Specific action** – this means taking practical steps to put things right. This could include completing a repair, arranging an inspection, correcting our records, reviewing a decision, giving a clearer explanation, restoring a service, arranging support, or making sure a contractor puts things right.
 - **Learning and service improvement** – where a complaint shows that something needs to change, we may review or change our policies, procedures, training, systems, contractor management or quality checks. This helps us reduce the chance of the same problem happening again.
 - **Financial compensation** – this might be offered in cases where there is a proven financial loss, or if our actions or inactions have caused avoidable inconvenience, distress or other unfair impact
 - **Goodwill gestures** – a small gesture to recognise inconvenience, poor experience or the need to rebuild trust. We may use this where formal compensation is not right. A goodwill gesture is separate from compensation. We will not use it instead of compensation where there has been a service failure.
- 4.3 Any remedy will be fair and based on the facts of the case. We will also consider your personal circumstances. This may include disability, health, age, pregnancy, caring responsibilities, language needs or literacy needs.
- 4.4 When deciding what is fair, we may consider what you did if it is relevant. This could include whether you reported the problem, gave us reasonable access, shared information we needed, or took reasonable steps to reduce any loss. We will not blame you for things outside your control, including barriers linked to disability, health, communication needs, vulnerability or personal circumstances.

5.0 How we will consider compensation and remedies

- 5.1 We will usually look at compensation or a remedy through our Complaints & Resolutions Policy. This is because the request is often linked to a problem with our service. The complaints process helps us:

- Understand what happened
- Understand the impact on you
- Decide what is fair and explain how we will put things right

5.2 You can ask us to consider compensation or remedy in these ways:

- Online: via our complaints form at [Complaint form - Saffron Housing](#)
- By phone: 01508 532000
- By email: info@saffronhousing.co.uk
- By letter: Saffron Barn, Swan Lane, Long Stratton, Norfolk, NR15 2XP
- In person: through any staff member you are in contact with
- By social media: send a direct message (DM) on our official accounts
- Through someone acting for you, such as an advocate, support worker, family member, friend or representative

5.3 If we decide not to offer compensation, we will explain why. You can ask us to review our decision at Stage 2 of our complaints process. You can also ask the Housing Ombudsman for advice. The Housing Ombudsman is free and independent. It helps resolve complaints between residents and social landlords.

5.4 Please tell us if you need extra support. We will consider your communication needs, disability, vulnerability, language needs, literacy needs and preferred contact method. We can give you information in large print, audio, easy read or another language. We can also contact you in a different way or help you complete any necessary forms.

6.0 How we work out compensation payments

6.1 We work out compensation in two steps:

- **Step 1: Money you can show you have lost** – this means money you lost because of something we did or failed to do
- **Step 2: Payments for impact, distress, inconvenience, time and trouble** – this means a payment to recognise the impact on you and help put things right

6.2 We will look at each step in order. Not every case will involve both steps.

6.3 Step 1: Money you can show you have lost

6.3.1 Loss of earnings

Loss of earnings will not be paid automatically. We will only consider it where the loss was directly caused by a clear service failure by Saffron or a contractor working on our behalf, and where the amount claimed is reasonable and evidenced.

Evidence may include confirmation of unpaid leave, loss of pay, self-employed income loss, or other information that reasonably shows the financial loss. We will be flexible about evidence where appropriate, but we must be able to understand what was lost, why it was lost, and how it links to our service failure.

We will not usually compensate for loss of earnings where the appointment was attended as arranged, where cancellation notice was properly given, or where the issue was outside Saffron's reasonable control.

6.3.2 Additional costs

If you have extra costs because of a service failure by Saffron, we may compensate you. We will usually ask for proof, such as receipts, bills, or other evidence. We will be flexible about the type of evidence we accept where reasonable.

Extra costs may include temporary heaters, dehumidifiers, drinking water, takeaway meals, or prepared food if you cannot cook at home. We may also consider other reasonable costs linked to the service failure.

6.3.4 Services you pay for but cannot use

We may compensate you if you cannot use a service you pay Saffron for. This could be through a fixed or variable service charge.

- A **fixed service charge** is a set amount you pay for a service. This could be communal cleaning or grounds maintenance. If you paid for a service and we did not provide it, we may reduce your rent or service charge account
- A **variable service charge** is based on the actual cost of a service. If the service was not provided, we will usually reflect this in the final charges at the end of the year

6.3.5 Compensation when you cannot use part or all of your home

If a room in your home is unsafe or cannot reasonably be used because of our service failure, we may award compensation calculated by reference to the rent charged for your home and the period affected. This is not a refund or repayment of rent automatically due. It is a way of calculating fair compensation for the loss of use, inconvenience and impact caused by the service failure.

A manager will decide whether this type of compensation is fair after we inspect your home, consider the evidence and look at the impact on you and your household.

For example:

- If your kitchen or bathroom cannot be used safely because of a repair failure by Saffron, compensation may be calculated by reference to up to 30% of the weekly rent for the period affected
- If your living room or a bedroom cannot be used safely, compensation may be calculated by reference to up to 20% of the weekly rent for that room for the period affected.
- The amount may be lower if you can still use part of the room, if there are suitable alternatives, or if the problem only lasts for a short time.

We will look at each case individually and consider

- Which room was affected
- How long you could not use it
- Whether there were other rooms or facilities you could use
- Whether anyone in your household was affected more because of their health, disability, age, pregnancy, caring responsibilities or other circumstances.

6.4 Step 2: Payments for impact, distress, inconvenience, time and trouble

6.4.1 Missed appointments

We recognise that missed appointments waste your time and cause frustration. If we (or a contractor working for us) miss an appointment without giving you at least 24 hours' notice, we will pay £15.

If we make a new appointment and miss it, we will pay a further £20. Any extra missed appointments for the same job will be £25 each. The total payment for missed appointments will be no more than £150.

We will also consider the impact on you. This may include inconvenience, distress, lost earnings, caring responsibilities, or other costs you can evidence.

We may not make a payment if we attended at the agreed time, or if the appointment could not go ahead because of something outside our control.

6.4.2 Delays in our complaint responses

We should meet the required timescales for complaints. If we miss a deadline, we will pay £25 as a starting point. We will also look at the real impact of the delay. We may pay more for inconvenience, distress, repeated chasing, uncertainty, or if the delay made the complaint harder to resolve.

6.4.3 Distress, inconvenience, time and trouble

When we have caused avoidable inconvenience, distress or frustration, we may offer compensation to recognise the impact on you.

We will look at how long the issue lasted and how serious it was. We will also consider whether you had to chase us, whether it affected your health or wellbeing, and whether we acted quickly once we knew about the problem.

We will not usually offer compensation if we did not cause the problem, or if the issue was resolved quickly or caused by something outside our control.

The guide below helps us make fair and consistent decisions. We use it alongside the Housing Ombudsman's Remedies Guidance, and we will always consider the impact on you as an individual:

Minor impact £50 - £100	These are minor issues that may cause annoyance or inconvenience but have little overall impact on your daily life, health, or safety.
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	Examples include small administrative mistakes, slight delays in non-urgent services, late replies to routine enquiries, missed or rescheduled routine inspections, or failing to give notice before a planned visit.
Medium impact £100 - £600	These are moderate service failures that have a noticeable effect on you. This could be several smaller failures happening together, or one significant failure that causes discomfort, inconvenience, or disruption to you. Examples include unreasonable or long delays, having to chase us repeatedly about the same issue, missed appointments without proper communication, poor communication or lack of updates that leave you uncertain about what is happening, or incorrect or ineffective repair diagnosis.
High impact £600 - £1,000	These are severe service failures that happen repeatedly over a long period of time and have a serious, lasting impact on you. Examples include long periods without essential services like heating, hot water or electricity during the winter, ongoing problems that affect your health or make your home uninhabitable, breaches of our legal responsibilities, repeated failures to fix urgent repairs that then cause more damage or unsafe living conditions, or poor handling of sensitive complaints such as safeguarding or harassment, which has caused further distress.

In some cases, compensation above these guide amounts may be appropriate. This may include cases where there has been long-term, repeated or severe service failure; significant distress or inconvenience; serious impact on health, safety or use of the home; repeated missed opportunities to put things right; or where your personal circumstances mean the impact was greater.

Higher awards must be supported by clear reasons and approved in line with Saffron's delegated authority framework. We will consider relevant Housing Ombudsman guidance and learning from severe maladministration cases when deciding whether a higher award is fair.

6.4.5 Goodwill gesture

A goodwill gesture is a small gesture. We may offer it to recognise inconvenience, poor experience or the need to rebuild trust. It may include a gift voucher or flowers.

It will usually be worth no more than £50. A goodwill gesture is not formal compensation. If there has been a service failure, we will first consider compensation or another formal remedy. We will not use a goodwill gesture instead of compensation where compensation is due.

6.5 Right to Repair

Right to Repair compensation only applies to some tenants and some types of repair. It usually applies where a qualifying repair is not completed within the required timescale.

Where the Right to Repair scheme applies, we will consider any payment due under that scheme. We may also consider whether any further remedy is needed under this policy, based on the impact of the failure.

6.6 How we reach the final amount

- 6.6.1 We will look at both steps before we decide the final amount. This helps us make sure the offer is fair. It also helps us make sure we haven't missed anything important.
- 6.6.2 We will avoid paying twice for the same issue. For example, if one payment already recognises the cost or impact, we will not usually add another payment for the same thing.
- 6.6.3 In long-running cases, we may add interest if we delayed paying you money we agree you lost. We will usually only consider this where the delay was more than six months and the amount is over £1,000. We will look at the facts, the reason for the delay, the impact on you, and the Housing Ombudsman's Remedies Guidance.

6.7 How and when we will make payments

- 6.7.1 If the compensation decision is part of a complaint, we will follow our Complaints and Resolution Policy and the Housing Ombudsman Complaint Handling Code 2024. We will respond within 10 working days at Stage 1 and 20 working days at Stage 2. If we consider compensation outside the complaints process, we will aim to respond within 10 working days.
- 6.7.2 If we offer compensation, we will tell you the amount, what it covers, how we reached the decision, and when we will pay it. We will normally pay within 28 calendar days after you accept the offer and give us any information we need to make the payment.
- 6.7.3 Accepting a compensation payment does not remove your right to continue with a complaint, ask for a Stage 2 review, or contact the Housing Ombudsman, unless a separate legal settlement has been agreed. We will not ask residents to give up their complaint or Ombudsman rights as a condition of receiving compensation.

- 6.7.4 We can usually pay compensation by bank transfer. If this is not suitable, we will discuss another reasonable payment method with you.
- 6.7.5 If you owe rent or other charges, we will not automatically use compensation to reduce those arrears. We will consider the purpose of the payment, your circumstances, the impact of the service failure and relevant Housing Ombudsman guidance before deciding how payment should be made.
- 6.7.6 We will not normally offset compensation that has been ordered by the Housing Ombudsman unless the Ombudsman's order allows this, or unless the resident agrees.
- 6.7.7 We will not normally offset payments that reimburse out-of-pocket expenses, such as costs for heating, dehumidifiers, replacement items, drinking water, food, travel or other evidenced financial losses. These payments are intended to put the resident back in the position they would have been in if the service failure had not happened.
- 6.7.8 If we decide that any part of a compensation payment should be credited to a rent or service charge account, we will explain the reason clearly.
- 6.7.9 If an insurance claim and compensation request both relate to the same damage or loss, we will explain which route is most appropriate, to avoid paying twice for the same loss.

7.0 Home contents insurance

- 7.1 Home contents insurance is important because it helps protect your belongings if something unexpected happens, such as fire, flood or theft. When your tenancy starts, we will explain why we recommend having it.
- 7.2 If we caused damage to your belongings, we will consider compensation. This includes damage caused by service delays, mistakes, or contractors working for us. In these cases, we will not normally expect you to claim through your own home contents insurance for damage we caused.
- 7.3 If the damage was not caused by us, you should usually claim through your home contents insurance. We will explain our decision clearly and signpost you to support where appropriate.

8.0 Contractors and other organisations

- 8.1 Contractors working for Saffron must have public liability insurance. This insurance can cover injury, damage or loss caused by their work.
- 8.2 If a contractor working for us causes injury, damage to your belongings, or financial loss, we will look at what happened and treat these as we would any failures caused directly by Saffron. We may pay you directly and then recover the cost from the contractor.

9.0 Roles and responsibilities

- 9.1 Colleagues who receive a request for compensation or another remedy must make sure it is recorded, acknowledged and passed to the right team. If the request is linked to a complaint, it will usually be managed through our complaints process.
- 9.2 The colleague or team investigating the issue is responsible for gathering information, considering the impact on the resident, checking any evidence, and recommending a fair remedy. Compensation decisions must follow Saffron's delegated authority framework.
- 9.3 If we consider compensation outside the formal complaints process, we will still explain the decision clearly. We will tell the resident what we considered, what evidence we used, the amount offered, how we reached the decision, and how they can ask for a review.
- 9.4 All compensation decisions, goodwill gestures and other remedies must be recorded. This includes the reason for the decision, the amount or action agreed, any approval given, and any learning or follow-up action needed.

10.0 Monitoring and learning

- 10.1 We keep a central record of remedies and compensation decisions. This helps us check that decisions are fair and consistent.
- 10.2 We review these decisions regularly. We look for patterns so we can improve services. We also check for fairness and any unequal impact on residents with different needs or circumstances. This supports the Regulator of Social Housing Consumer Standards 2024, including the Transparency, Influence and Accountability Standard and the Safety and Quality Standard.
- 10.3 We also review decisions linked to contractors. We share learning with contract managers so it can be used in contractor performance reviews.
- 10.4 We provide regular updates to managers, leadership teams, relevant colleagues and board committees. These updates include performance, trends, learning, complaint handling, and any issues that may affect our Tenant Satisfaction Measures.
- 10.5 We keep this policy under regular review. This helps us make sure it stays up to date with the law, regulation and good practice.
- 10.6 We will use learning from this policy to support our annual self-assessment against the Housing Ombudsman Complaint Handling Code.

11.0 Laws and guidance we follow

- 11.1 We follow the law, regulation and housing guidance when we assess remedies and compensation. This policy has been shaped by:

- **Housing Ombudsman Complaint Handling Code 2024.** This sets out how landlords must manage complaints fairly, accessibly and on time. The Code became statutory on 1 April 2024 under the Social Housing (Regulation) Act 2023.
- **Housing Ombudsman Remedies Guidance.** This helps us check that remedies and compensation are fair, proportionate and consistent. It covers apologies, practical action, learning, compensation, distress and inconvenience, and time and trouble.
- **Housing Ombudsman Compensation Guidance, effective from 1 April 2026.** This sets out the Ombudsman's expectations for fair, consistent and proportionate compensation. We will use it when deciding whether compensation is appropriate, how to calculate financial loss, how to assess distress and inconvenience, and how to make sure offers are fair in light of the individual circumstances of the case.
- **Housing Ombudsman Learning from Severe Maladministration publications and Spotlight reports.** We use these reports, relevant decisions and sector learning to review how we use remedies and compensation. This helps us spot common causes of service failure. It also helps us check that our decisions are fair and learn how to stop similar issues happening again.
- **Regulator of Social Housing Consumer Standards 2024.** These set expectations for fairness, access, tenant influence, performance information, complaints, safety, quality and understanding residents' needs. When we assess compensation for safety failures, we will consider the Safety and Quality Standard. This is especially important for hazards, repairs, damp and mould, unsafe conditions, and risks assessed through the Housing Health and Safety Rating System.
- **Social Tenant Access to Information Requirements (STAIRs).** From October 2026, the revised Regulator of Social Housing Transparency, Influence and Accountability Standard will introduce STAIRs. This will give tenants stronger rights to ask for information about how social housing is managed. Compensation records and decisions may be covered by formal tenant information requests. We will review this policy before STAIRs starts and update it where needed.
- **Tenant Satisfaction Measures.** These help residents see how landlords are performing, including complaint handling performance and learning from complaints.
- **Equality Act 2010.** This helps make sure we consider protected characteristics, reasonable adjustments and any barriers that could affect how residents access this policy or are affected by service failures.
- **Homes (Fitness for Human Habitation) Act 2018.** This is relevant where a service failure affects whether a home is safe, healthy, suitable or fit to live in.

This may include damp, mould, excess cold, health risks, unsafe conditions or rooms that cannot be used.

- **Landlord and Tenant Act 1985, section 11.** This sets out landlords' repairing obligations, including keeping the structure and outside of the home, and installations for water, gas, electricity, sanitation, heating and hot water, in repair and proper working order. It is relevant where compensation or another remedy is considered because of repair failures.
- **Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.** These apply to some tenants and some qualifying repairs. Where the scheme applies, it may give residents a right to compensation if a qualifying repair is not completed within the required timescale.
- **Housing Act 2004 and the Housing Health and Safety Rating System.** This is relevant where a service failure may affect health, safety or the condition of the home. This includes hazards, uninhabitable rooms, damp, mould, excess cold, fire safety, electrical risks, hygiene issues and other risks to residents.
- **Awaab's Law.** This is part of the Social Housing (Regulation) Act 2023. From 27 October 2025, social landlords must respond to some hazards within set timescales. We must respond to emergency hazards within 24 hours. We must investigate significant damp and mould hazards within 10 working days. We must complete required safety works within 5 working days. If we miss these timescales, we will assess compensation under this policy. We will consider the seriousness of the hazard, how long it lasted, the impact on you, any proven financial loss, the Homes (Fitness for Human Habitation) Act 2018, the Housing Health and Safety Rating System, and the Regulator of Social Housing Safety and Quality Standard.
- **Housing Act 1985 and Housing Act 1996.** These include relevant housing management, tenancy, repair, rent and decant requirements.

12.0 Data protection

- 12.1 When we consider a compensation claim or remedy, we will collect and use personal information. This may include your name, address, contact details, tenancy information, complaint details, repair records, photos, receipts, invoices, bank details, financial information, health information, disability information, household circumstances, and evidence you or someone acting for you gives us.
- 12.2 We will only use this information to understand what happened, assess the impact on you, make a fair decision, make any payment due, keep accurate records, respond to any review or complaint, and learn from service failures.
- 12.3 Under UK GDPR Article 6, our lawful basis will usually be public task, legal obligation, or contract. We may also need to use special category information, such as health or disability information. We will only do this where UK GDPR Article 9

allows it. This may include substantial public interest, legal claims, or protecting someone's vital interests.

- 12.4 We will keep compensation claim information only for as long as we need it. We will follow our retention schedule, legal duties, audit needs, complaint handling needs, and any ongoing claim or dispute. We will store the information securely. We will only share it where needed, for example with colleagues, contractors, insurers, legal advisers, auditors, regulators, the Housing Ombudsman, or someone authorised to act for you.
- 12.5 You have rights over your personal information. You can ask to see it. You can ask us to correct information that is wrong. In some cases, you can ask us to delete or restrict it, or object to how we use it. You can also complain to the Information Commissioner's Office if you are unhappy with how we handle your data.
- 12.6 We explain how we use personal information in our privacy notices. We will give privacy information in a clear and accessible way. This helps us meet UK GDPR Articles 12 to 14. If you need the information in another format or language, or want to use your data rights, you can contact us.

13.0 Related Policies

- Complaints & Resolution Policy
- Decant Policy
- Tenant's Own Alterations & Permissions Policy
- Repairs & Maintenance Policy
- Safeguarding Policy

14.0 Policy Review

- 14.1 We will review this policy every two years. We may review it sooner if the law, regulation or our services change.

Policy Title/Reference	Compensation and Remedies Policy
Author/Owner	Director of Tenant Experience
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