



COMPLAINTS AND COMPENSATION POLICY



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Complaints and Compensation Policy

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Policy Key Controls (These are key controls relevant to this policy that must always be adhered to):					
1. Adherence to Housing Ombudsman Complaint Handling Code and Property Ombudsman requirements					
2. Adherence to complaint response timescales and escalation stages					
3. Adherence to the relevant legislation in relation to compensation payments					
VERSION	APPROVED BY	REVISION DATE	NEXT REVIEW DATE	DESCRIPTION OF CHANGE	AUTHOR
V1.0	CEC 20/04/23 (Also approved by Exec Team)	05/04/23	05/04/24	New Complaints and Compensation Policy	Jane McKalroy
V1.1	Copy provided to CEC 20/07/23 for info	25/05/23	05/04/24	\$6 wording updated following feedback from Housing Ombudsman	Jane McKalroy

Purpose: This policy sets out Accent's commitment to the effective management of customer complaints and our approach to compensating those who may have suffered loss, inconvenience, or distress because of our actions or inaction (such as a service failure or decisions made) by Accent or one of its partners.

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1. Introduction

This policy sets out Accent's commitment to the effective management of customer complaints and our approach to compensating those who may have suffered loss, inconvenience, or distress because of our actions or inaction (such as a service failure or decisions made) by Accent or one of its partners.

Everyone at Accent Housing is responsible for delivering excellent customer experience, and customer satisfaction is one of our key performance measures.

We know that things can go wrong from time to time, and this policy sets out how we will respond to dissatisfaction and what we will do to put things right.

It focuses on the management of complaints and how we award compensation, including the different types of compensation available.

We understand the diverse needs of our customers and will do whatever we can to make sure that all our customers are able to access and use our complaints and compensation policy. We are committed to treating our customers fairly and will comply with the requirements of the Equality Act, 2010.

More information can be found on our website:

<https://www.accentgroup.org/about-us/diversity-and-inclusion/>

2. Definitions

A **complaint** is defined as '*an expression of dissatisfaction, however made, about the standard of service, actions, or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.*' (The Housing Ombudsman's Complaint Handling Code).

Examples of complaints include:

- Failure to meet our repairs service standards (for example, timescales).
- Failure to keep to a commitment (for example, call back, visit, providing information).
- Failure to deliver a service paid for through the service charge.
- Failure to provide correct charging information.

A **service request** is defined as '*a request from a resident to their landlord requiring action to be taken to put something right.*' (The Housing Ombudsman's Complaint Handling Code).

We do not class service requests as complaints.

3. How to Make a Complaint

We want to make it easy for our customers to tell us if they are unhappy with our products or services, so there are several ways to make a complaint:

- Online: www.accentgroup.org/contact-us/comments-complaints/
- Telephone: 0345 678 0555
- E mail: CustomerServices@AccentGroup.org
- Tell a member of Accent staff
- Write to us:
 - Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

When we receive a complaint via social media, we will acknowledge it and direct it to the appropriate colleague who will log your complaint and explain the complaints process. To respect confidentiality, we will not engage in discussions about the complaint in a public forum. We may ask you to message us privately if we need further information to allow us to investigate the complaint.

4. Exclusions to this Complaints Policy

We cannot accept complaints in the following circumstances:

- The complaint relates to something that happened more than six months before we received the complaint. We may extend this in exceptional cases, where there were mitigating circumstances that led to the delay in reporting the complaint.
- The complaint relates to the annual rent or service charge increase, unless we have failed to provide a service paid for through the service charge or we are made aware of a potential error in the calculation of the rent or service charge.
- The complaint relates to a report of anti-social behaviour, unless we have failed to investigate the report in line with our anti-social behaviour policy and procedure.
- The complaint relates to a service not provided by Accent Housing, or any organisation acting on its behalf.
- The complaint relates to repairs that we are not responsible for. Our repairs responsibilities are explained in the tenancy agreement or lease.
- The complaint relates to damage to personal property, unless it has been caused by something we have done. We advise all customers to take out home contents insurance in the event of any unforeseen circumstances.
- We have discretion about dealing with a complaint raised by someone who is not our customer. Where we accept a complaint, we will inform the complainant that this is on a discretionary basis and in accordance with the spirit of this policy. The Housing Ombudsman has no authority over these complaints.
- We will continue to seek complaint resolution with customers pursuing Pre-Action Protocol for Housing Conditions Claims. The complaint will be closed once legal proceedings have been issued.
- We may refuse to consider a complaint where we are taking legal action against a complainant, the complaint is intrinsically linked to the legal proceedings and investigating the complaint could have an impact on the proceedings. For

example, where the complaint is about a member of staff who is a witness in legal proceedings against the complainant.

- If a referral for mediation is in progress, or has been made, a complaint will be put on hold until the outcome of mediation is known, at which point the case owner will assess whether it is appropriate to continue with the complaints process.
- The complaint has already been through our internal complaints process, we will advise the customer to have their complaint reviewed externally.
- We may refuse to engage with customers who behave in an unacceptable manner. Further information can be found in our Unacceptable Behaviour Policy.

5. Complaint Handling Principles

We aim to resolve issues raised by our customers at the first point of contact. Any decision to try to resolve a concern will be taken in agreement with the customer, and a record will be kept.

We will open a formal complaint when a customer tells us they have not had a response to a service request or where the customer asks for a formal complaint to be raised.

We can only resolve a complaint if the customer provides all the relevant information, and they are clear about how they would like us to resolve the matter.

Our colleagues will be impartial, deal with complaints on their own merits, consider all the information provided and keep the customer updated throughout the process.

We will provide a formal written response to a complaint once a resolution has been agreed with the customer.

After a complaint is closed, the customer will receive a survey asking for feedback on how the complaint was handled.

We will accept complaints made by a third party on behalf of the customer, but we will check that third party has the customer's authority to act on their behalf.

We are unable to deal with anonymous complaints in line with this policy, but we will record details of these complaints to allow us to identify any systemic issues or trends.

6. Complaint stages

We will provide clear guidance to customers when we receive a complaint, and at all stages of the complaint process, including how to escalate the complaint if the customer remains dissatisfied and how to Access the Housing Ombudsman Service (or other services) for support.

We will keep a full record of the complaint, our response and all communications with the customer.

Acknowledging a Complaint – five working days

We will acknowledge a complaint within 5 working days of receiving it. The acknowledgement will set out our understanding of the complaint and the outcome the customer is seeking. Where details are unclear, we will ask the customer for clarification, and we will tell the customer if the outcome they are seeking is unreasonable or unrealistic.

Stage One Investigation – ten working days

Stage one complaints will be investigated within **10 working days** by a manager or dedicated team. This includes assessing the issue, the outcome needed to resolve it and whether any urgent action is required.

In exceptional circumstances we may be unable to respond within this timescale. We will always explain this to the customer and provide a clear time frame for the response, which will not be more than a further 10 days. We will keep customers updated with the progress of the investigation.

Where the investigation leads to adverse findings against the complainant, a member of staff, contractor or other representative of Accent, we will give them the opportunity to comment on the findings before a final decision is made. This may lengthen the process.

Where a customer raises additional, relevant complaints during the investigation, we will consider these as part of the stage one response, unless it would delay the response, in which case we will log the additional issues as a new complaint.

The complaint response will be sent to the customer when the answer to the complaint is known, not when the outstanding issues required to address the complaint are complete.

The response will address all points raised in the complaint and include clear reasons for any decisions. It will provide information for the complainant about how to escalate the complaint if they remain dissatisfied. In these circumstances the complainant should contact us within **20** working days of the response explaining why they remain dissatisfied. We understand that in some cases it may not be possible for a complainant to respond within this timeframe, and we will not refuse to escalate the complaint unless the escalation request relates to one of the exclusions explained in this policy.

Stage Two Investigation – twenty working days

Complaints which are not satisfactorily resolved at stage one will, at the request of the complainant or their representative, be investigated by a senior manager. The

customer will be asked to explain why they are still dissatisfied and what their expectations are.

It will be escalated to stage two of the complaints process unless an exclusion ground applies. In these circumstances we will confirm in writing our decision for not escalating the complaint and the customer's right to approach the Housing Ombudsman about the decision.

We will respond to requests for complaints to be escalated to stage two with an acknowledgement, within five working days. We will then investigate and review the complaint and our response to stage one. We aim to respond with the actions we will take to resolve the complaint within **20 working days** of the complaint being escalated. In exceptional circumstances, we may not be able to respond within this timescale, but we will explain this to the customer and provide a clear time frame for the response, which will be no more than a further 10 days.

The complaint response will be sent when the answer to the complaint is known, not when the outstanding issues required to address the issue are complete.

The response will address all points raised in the complaint and include clear reasons for any decisions. It will provide information for the customer about how to refer the complaint to the Housing Ombudsman Service (or other service) if they remain dissatisfied.

7. Closing a complaint

A complaint will be closed:

- When the resolution is agreed with the complainant and Accent's commitment to deliver the action has been made and accepted by the complainant and the response to the complaint is issued. The response will provide advice for escalating the complaint if the complainant remains dissatisfied; or
- If the complainant decides to voluntarily to withdraw their complaint.

8. External Review

We will make every effort to resolve our customers' complaints within our complaints process. However, if a customer remains dissatisfied, they can ask the Housing Ombudsman to review their complaint. (Homeowners have access to alternative services depending on the nature of their complaint. These are referenced below).

9. The Housing Ombudsman

Customers can contact the Housing Ombudsman Service at any point during the complaints process. Although the Housing Ombudsman can't investigate a complaint whilst it is still going through Accent's internal process, it may be able to help a customer reach a resolution with us.

Contact Details

Housing Ombudsman Service
PO Box 152, Liverpool
L33 7WQ Telephone: 0300 111 3000
E-mail: info@housing-ombudsman.org.uk
Online complaint form: <https://www.housing-ombudsman.org.uk/residents/make-a-complaint/>

10. External Review - Homeowners

There are alternative routes which may be more appropriate for homeowners (freeholders and Domus customers) to follow for an external review of their complaint, this will vary depending on the tenure.

DOMUS customers: Those customers on Domus schemes should approach the property ombudsman. The property Ombudsman is available at: <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

Freehold customers: Freeholders do not have the right to approach the Housing Ombudsman Service, or the First Tier Tribunal (FTT), but may have the option to approach the Royal Institute of Chartered Surveyors (RICS) for a determination on their service charges (subject of the terms of their transfer). Further information can be found here: [Reporting Concerns \(rics.org\)](https://www.rics.org/Reporting-Concerns)

Leaseholders and Shared owners may find further guidance here:

Leasehold Advisory Service: [Advice - The Leasehold Advisory Service \(lease-advice.org\)](https://www.leaseadvice.org/)

First tier Tribunal (Property Chamber): [First-tier Tribunal \(Property Chamber\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/first-tier-tribunal-property-chamber)

11. Putting Things Right

When something has gone wrong, we are committed to putting it right. We offer solutions that aim to reflect the extent of any service failure, and the impact on the complainant.

Types of remedy include:

- acknowledging where things have gone wrong;
- explaining why something went wrong;
- an apology;
- taking action to address what has gone wrong; and
- reviewing how we do things.
- compensation

We recognise that an apology and resolution may not always fully address the impact a service failure has had on a customer, and in some circumstances, it may be necessary to consider compensation as an appropriate remedy.

12. Compensation

We will acknowledge all claims for compensation within 5 working days and aim to reach a decision within 10 working days. However, as some claims may be complex, we may need more time to investigate, in which case we will contact the customer and agree a suitable extension.

Some compensation claims may be linked to a formal complaint, in which case any claim would not be finalised until the complaint has been fully investigated. On rare occasions we may need to consider interim payments.

Personal Possessions

Customers are expected to arrange their own home contents insurance, which will cover them for loss of, or damage to, their personal possessions.

There may be no right to compensation from us where any loss or damage would normally be covered by a household contents insurance policy and where we have not been at fault.

Types of compensation

Discretionary compensation

We may offer a discretionary payment in certain circumstances to customers to resolve a complaint. This may include:

- where a customer is required to temporarily move out of their home;
- where a customer is unable to use part of their home due to disrepair or service failure;
- where a customer has suffered inconvenience or disruption during work to their home carried out by Accent's contractors;
- where we have failed to meet our landlord obligations under the terms of the tenancy or lease;
- where we have failed to provide services, or the quality of the service provided has fallen below our agreed standards, including adequate response times; or
- refunding reasonable costs that a customer would not have incurred if not for our service failure.

We may offer good will (also known as '*ex gratia*') payments to our customers who have experienced a service failure. These payments are not an acceptance of any legal responsibility.

These offers are intended as a full and final settlement of any claim. However, this does not prevent a customer from making a formal complaint or escalating an ongoing complaint to the Housing Ombudsman Service (or another Ombudsman service).

Each customer's situation will be considered on a case-by-case basis.

Compulsory compensation

We will offer this type of compensation in cases that fall under our statutory and/or contractual obligations. This may include:

- where specific repairs have not been completed by us;
- where a customer's home is being demolished and they must move to a new home, this is known as 'decanting'; or
- where a customer has made improvements to their home;

There is clear guidance in place for statutory compensation and for compensation following a decanting process.

Below are examples of circumstances in which our customers may be eligible for compulsory compensation:

- **Home Improvements**

A customer may be eligible for compensation for improvements they have made to their home when they end their tenancy.

In order to qualify for compensation, the improvement must be a qualifying improvement, the customer must have followed the required procedure and received the appropriate authorisation for the improvement to be carried out.

When considering compensation we will take into consideration the cost of the improvement, the number of years the improvement has been in place and the estimated life of the improvement.

We will give clear information to our customers as part of the home improvements application process.

- **Qualifying Repairs**

These are specific repairs which have not been completed within the agreed timescale and relate to any repairs we deem to be urgent or emergency repairs, and which may jeopardise the health, safety, or security of the customer if it is not completed promptly.

Our customers have the right to claim if we fail to carry out 'qualifying' repairs on two separate occasions within set service standards, where the repairs cost is less than £250.

- **Decanting**

This is the process we follow when moving a customer out of their home, either on a temporary basis so that major work can be carried out to their home, or on a permanent basis where the customer's home is going to be demolished.

A customer may also need to be decanted following an emergency such as fire or flood.

We will make statutory payments such as home loss or disturbance payments, where applicable. Our Decant Policy gives further guidance, and this will be fully explained to any customer who is required to move out of their home.

- **Home Loss Payments**

A home loss payment is a statutory compensation payment to a customer who must permanently move out of their home as a result of redevelopment or demolition. Payments may be made to customers who have lived in their home for a minimum of 12 months.

Home Loss Payments will be awarded in line with the following legislation:

- The Planning and Compensation Act 1991
- The Land Compensation Act 1973
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022

These regulations are reviewed frequently and should be checked before any payment is agreed.

Colleagues should always refer to Legal Services for assistance where a Home Loss Payments is required.

- **Disturbance Payments**

This is a statutory entitlement to cover the reasonable expenses of moving and setting up a new home when a customer must permanently move out of their Accent Home.

An assessment will be made based on the customer's circumstances to agree the amount of compensation to be awarded.

- **Expenses for Temporary Moves**

Where a customer has to move out of their home on a temporary basis, they will not be entitled to a disturbance payment. They will, however, be entitled to reasonable expenses and the customer's circumstances will be assessed on a case-by-case basis.

Declining a Compensation Claim

We will consider every request for compensation on its own merits. If we decline any part of a formal compensation claim, we will explain why. If the customer is unhappy with the decision, we will treat this as a new complaint or an escalation of an existing complaint.

Where the customer is not satisfied with the outcome of a claim for compensation, this may lead to them making a formal complaint. All complaints will be investigated and managed in line with this policy.

Where the compensation claim is part of an existing complaint, the customer may request that the complaint is escalated to the next stage of the complaints process, where they are not satisfied with the outcome of the complaint investigation.

13. Exclusions to this Compensation Policy

We may not pay compensation in the following circumstances:

- the loss or damage has been caused by the customer or a member of their family or a visitor to their home;
- a customer of an adjoining property causes the damage, for example from a leaking washing machine;
- the customer has not reported the loss or damage within a reasonable timescale, has not retained damaged goods for inspection, and/or is unable to provide appropriate receipts for the losses incurred. (We will consider what constitutes a 'reasonable timescale' on a case-by-case basis but would normally consider 28 days to be the maximum. In such circumstances, we may wish to make some form of compensation offer);
- where a contractor is unable to gain access to the customer's home to assess the damage and the cause of it;
- where we have kept the customer fully informed of unforeseen works or delays in works that are required; or
- where there has been no negligence or failure on the part of Accent, although it may be appropriate to acknowledge any inconvenience caused to the customer.

There is no right to compensation where the contractor:

- has attended in the agreed timescale and is waiting for parts;
- has attended and made safe or limited further damage;
- is delayed for another reason outside of their control;
- has been unable to complete the work for reasons of health and safety; or
- has been unable to gain access to the property through no fault of his/her own.

14. References

- Accent Housing: Decant Policy
- Accent Housing: Unacceptable Behaviour Policy
- Relevant guidance: The Housing Ombudsman's Complaint Handling Code
- Relevant legislation: Equality Act 2010
- Relevant legislation: Land Compensation Act 1973
- Relevant legislation: Housing Act 1985, s.11 (Right to repair)
- Relevant legislation: Planning and Compensation Act 1991
- Relevant legislation: The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022