

RESOLUTION AND REMEDIES POLICY

(Short Version to full policy)

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| Date Reviewed | April 2024 | Next Review Date | November 2026 |
| Consultation | Customer | Reviewed By | Head of Customer Voice |
| EIA | Completed | Responsible Officer | Head of Customer Voice |
| DPIA | TBC | Approval By | Executive Team |

1. Purpose

This policy sets out Black Country Housing Group's (BCHG) approach to providing appropriate remedies to complaints which includes managing payments for resolution.

We will take a person-centred approach which considers physical health conditions, disability and vulnerabilities that can be compounded at a loss of service for example. It will also be responsive to short term vulnerabilities such as pregnancy or illness. We will reflect on this when assessing under this policy.

This policy has considered the Housing Ombudsman's Guidance on Remedies as of September 2023.

2. Aims

2.1 This policy aims to make sure we:

- Recognise that providing a fair and proportionate remedy is an essential part of successfully resolving a dispute.
- Consider and offer remedies and resolution where appropriate, regardless of whether the customer specifically requests them.
- Apply our discretion appropriately in reaching fair outcomes for customers.

3. Our Approach

3.1 Resolution payments and other remedies are considered when a customer has experienced a delay or has incurred additional costs because of a service failure on our part, or if we have failed to carry out a service within our published guidelines. For example (list is not exhaustive):

- Furniture, fittings, or other belongings are damaged or broken by our staff or contractors doing work on our behalf.
- We have failed to carry out or delayed in carrying out a repair that is our responsibility within the published target times.
- Decorations are damaged because of repairs we have carried out (our preferred

option is to offer a decoration allowance. Where this is not an option, we will offer to make good the decorations ourselves).

- The customer is put to extra expense due to the extensive nature of repairs being undertaken or because of an unreasonable delay in repairing (e.g., an additional expense due to the use of temporary heating)
- A substantial part of the customer's home is uninhabitable or essential equipment is unusable for more than 48 hours due to a delayed repair or repairs not being of the required standard. Alternative temporary accommodation may be offered.
- A customer's rent includes a service charge for specific services, and we have failed to provide those services for more than a reasonable period. Part of the service charge may then be refunded or credited.
- A complaint arises and we need to compensate or pay a goodwill gesture to the customer for any inconvenience caused by our delay, shortfall in delivering service or an unintended omission.

3.2 This policy recognises that as well as awarding resolution payment or offering to undertake other actions to put things right, an appropriate remedy should always include:

- A sincere and well worded apology.
- Recognition that things have gone wrong, and the customer has been impacted.
- An explanation for any shortfalls in service.
- Details of any learning and the action taken to improve the service. Examples include staff training, changes to policies and procedures, or a change of contractor.
- Opportunity for an appeal using the complaint Stage 2 review process.

3.3 We may consider practical action to resolve a dispute to remedy an adverse effect caused by the service failure instead of providing resolution payment. Examples could include:

- Agreeing to repairs that we would not normally be contractually obliged to undertake.
- Agreeing to work outside normal contractual hours where practical and appropriate.
- Decoration, where this is appropriate.

3.4 Circumstances in which the customer will not have a claim:

- If we have not been made aware of a repair or fault or have been refused access so that we have not been allowed to carry out the work required
- If we have acted responsibly and have done what the law requires or what we have agreed to.
- The loss or damage has been caused by the customer or members of their household or their invited visitors own acts or omissions.
- The loss or damage has derived from other customer's or neighbour's actions over which we have no control and or over which we have no responsibility.
- The loss or damages has been caused by circumstances outside of our control

- e.g., extreme weather such as floods or storms.
- Where damage would be covered by home contents insurance, whether the resident has any or not (except where the damage is caused directly by our act or omission).

4. Procedural guidelines

4.1 How to make a resolution claim.

- Customers can make a resolution payment claim as part of a complaint, outside of this they should report the loss or damage as soon as it is noticed either by telephone, email, website, Portal.

4.2 How we assess compensation.

- We will consider the severity, time, and loss.
- We may agree to credit the rent account that is in arrears where this is fair and reasonable to do so.

4.3 Other things you need to know about

Data Processing

It means collecting, storing, using, sharing and deleting your information. We will need to collect supporting evidence and record the amount paid. This will be kept for as long you have a tenancy with us. Records are held securely on our computer systems.

Legal and Regulatory Considerations

We will take account of the Housing Ombudsman guidance and changes to laws that affect this, Policy.

Equality Diversity & Inclusion

It means treating all people fairly and giving the right amount when we apply this, Policy.

Compliance, Monitoring & Reporting

It means we tell how much we pay and why to our senior management team, so they know what is going on. It helps us to identify where we can improve.

Please note this easy read short version is taken from the full Resolution and Remedies Policy.