

T3 Residential Limited

Compensation Policy

1 Introduction

- 1.1 T3 Residential Limited ("**T3 Residential**") is committed to providing an excellent service for all our residents but we accept that on occasion we may not meet the standards we expect of ourselves.
- 1.2 T3 Residential will make every effort to implement an appropriate solution as early as possible when service failures arise, reflecting our commitment to getting things right the first time and learning from complaints.

2 Legal and Regulatory Responsibilities (not exhaustive)

- 2.1 This policy is aligned with the following legislative and regulatory requirements:
- Social Housing (Regulation) Act 2023;
 - The Housing Act 2004;
 - The Data Protection Act 2018;
 - The Land Compensation Act 1974 as amended;
 - Section 30 of the Land Compensation Act 1973;
 - Local Housing Authorities (Right to Repair) Regulations 1994;
 - Leasehold Reform, Housing and Urban Development Act 1993;
 - Equality Act 2010;
 - Home Loss Payments (Prescribed Amounts) (England) Regulations 2023;
 - Housing Ombudsman Scheme's Complaint Handling Code 2024; and
 - Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025.

3 Scope and Objectives

- 3.1 This policy applies to all residents that live in T3 Residential homes and outlines T3 Residential's approach to compensation payments.
- 3.2 The aim of this policy is to ensure a consistent, fair and proportionate response to compensation payments to T3 Residential residents.

4 Exclusions

- 4.1 There are certain situations where this policy does not apply. These include:
- Matters that are, or have been, the subject of legal proceedings;
 - Liability issues currently part of an insurance claim;
 - Claims that should be covered by home contents insurance, such as damage to personal belongings (e.g. floor coverings) caused by events like flooding or fire;
 - Personal injury claims;
 - Claims relating to loss of income;
 - Complaints or compensation requests made more than six months after the issue occurred; and
 - Complaints or compensation requests that have already been reviewed and responded to.
- 4.2 Each case will be assessed on its individual circumstances. The policy encourages the use of

discretion and common sense. Where appropriate, we may handle a compensation request differently to reflect individual situations. Any discretion exercised will be applied fairly and reasonably.

5 Policy

- 5.1 Compensation will typically only be awarded once the complaint investigation has concluded.
- 5.2 When making a payment, T3 Residential will check for any rent or service charge arrears, or any other monies owed to T3 Residential. If the resident has any arrears or outstanding payments, then we will ensure a payment plan is in place. The resident will receive the amount in full if:
 - Our actions/omissions caused the arrears in the first place; or
 - The payment is for 'out of pocket' expenses.
- 5.3 Payment will be made into a valid bank account in line with T3 Residential's financial procedures.
- 5.4 Three types of compensation are considered under this policy:
 - **Quantifiable loss payments** – where a tenant can demonstrate actual loss as a result of our actions or inactions, or those of a third party working on our behalf;
 - **Discretionary payments** – goodwill payments may be made where there has been a failure of service which has caused delay, distress, or inconvenience; and
 - **Mandatory payments** – statutory payments defined by legislation.
- 5.5 The type and amount awarded will be determined by the specific circumstances of each case and will reflect the level of loss, damage, or inconvenience experienced.
- 5.6 We will not consider a compensation claim in the following circumstances:
 - The loss or damage was caused by a tenant, someone in a tenant's household, or a visitor to a tenant's property. This includes situations where a repair was not reported promptly or an appointment was missed;
 - The issue was unforeseeable and/or caused by a third party, or was outside of T3 Residential's control - for example, a water leak from a neighbouring property (unless we had already been made aware of the issue and failed to act in a timely manner);
 - Personal belongings were lost, stolen, or damaged through no fault of T3 Residential or our vendors;
 - The service failure or damage was due to extreme or unexpected events, such as severe weather conditions; and
 - The loss of gas, electricity, or water supply was due to reasons beyond T3 Residential's control, such as a failure by the utility provider.

6 Quantifiable Loss Payments

- 6.1 If a complaint investigation shows that a tenant have incurred financial loss directly due to T3 Residential's actions or failure to act, we will consider compensation to help cover those losses. Examples may include, but are not limited to:
 - Higher utility bills resulting from disrepair;
 - Costs for alternative accommodation or takeaway meals;
 - Expenses for cleaning;
 - Costs to a tenant to carry out their own repairs, where we have clearly failed to meet our responsibilities; and
 - Replacing lost or damaged personal belongings.
- 6.2 We will not consider compensation for costs where a tenant:
 - Did not inform us of the issue;

- Did not give us a reasonable opportunity to resolve the problem;
- Refused access to the property; and
- Declined our offer to carry out the necessary works.

6.3 Tenants will be required to provide evidence of any costs incurred, such as receipts, invoices, or bills, within eight weeks of our request.

7 Discretionary Compensation

7.1 If appropriate, we may issue a payment for the following in order to resolve the inconvenience or distressed caused by T3 Residential's actions or omissions:

- Service failure where a service charge has been paid;
- Loss of communal facilities;
- Loss of use of rooms in a property;
- Failure to restore heating or hot water;
- Missed repairs appointment;
- Temporary moves; and
- Additional electricity costs.

7.2 Each case will be assessed individually, taking into account all known circumstances and any supporting evidence. When determining the level of compensation, we will consider factors such as:

- Whether a tenant contributed to the service failure, for example, by not allowing access to their property;
- The level of stress or distress caused, including its severity, duration, and the number of people affected; and
- The inconvenience the tenant experienced, including the time and effort required on their part to resolve the issue.

7.3 When determining compensation levels, we will assess both T3 Residential's responsibility for the loss or inconvenience, and the impact on the resident. The impact is categorised as follows:

- Low Impact (£0–£10): The tenant's complaint has been upheld, but the inconvenience or distress caused was minimal. Compensation reflects T3 Residential's acknowledgement of responsibility.
- Medium Impact (£10–£100): There has been clear inconvenience and/or distress resulting from a service failure. Repeated low-impact issues may also be treated as medium impact.
- High Impact (£100–£250): A significant service failure has occurred. This may be due to the severity of the issue, repeated failings over a long period, or multiple unsuccessful attempts to resolve the complaint.

8 Mandatory (Statutory) Payments

8.1 This policy does not cover statutory payments. These include the Right to Repair, the Right to Compensation for tenants' improvements, and Home Loss or Disturbance Allowances, which are governed by the Land Compensation Act. These payments are covered by legislation, which sets out the specific criteria and payment amounts.

9 Reasonable Adjustments

9.1 To ensure a fair and inclusive process for all those wishing to raise a complaint, we will apply reasonable adjustments wherever requested, and possible. This may include:

- Large print letters;
- Translation services; and

- In-person visits.

10 Policy Review

- 10.1 The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.
- 10.2 The policy will be reviewed every two years or more frequently as a result of an incident occurring, feedback obtained, internal/external audits and change in legislation or regulation. This process ensures the policy continues to be appropriate, adequate and effective.
- 10.3 This policy will be monitored in line with any requirements set by the Housing Ombudsman Service.
- 10.4 T3 Residential's corporate and housing management services provider, Get Living, are responsible for the day-to-day operation of this policy and for reporting the level of compensation paid and any lessons learned to the Board.
- 10.5 Compensation claims and payments provide a valuable insight into the delivery of frontline services. There will be regular reporting to Board on:
- compensation paid – type and amount;
 - reasons for compensation payments;
 - lessons learned and changes made as a result of compensation claims; and
 - overview of claims refused and the reasons.

11 Background Documents

- 11.1 This policy should be read in accordance with the following policy documents:
- Complaints Policy;
 - Equality and Diversity Policy;
 - Decant Policy;
 - Anti-Social Behaviour Policy; and
 - Repairs and Maintenance Policy.

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