Compensation Policy

Policy Owner	Paul Seymour, Executive Director of Customers and Communities
Approval Level	Customer Experience Committee
Resident Input	• Joint Residents Group – August 2026 • Southway consulted customers on its Compensation Policy and approach in November 2025. Feedback highlighted the importance of promoting the Policy in a clear and customer-friendly way. • WCHG residents worked to develop a compensation policy during 2025 and this was most recently updated in July 2026. Feedback highlighted the need for fairness in awarding compensation and a consistent approach.
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Linked strategies/policies	Complaints Policy Help to Access Our Services Policy
Version	1
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We want everyone to be able to access and understand this policy. If you need this information in another language or format, such as large print, audio, Braille or Easy Read, please contact us and we will support you.

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1. What this policy is for

1.1 This policy sets out how Southway Wythenshawe Homes approaches compensation. We take a resident-focused approach, using a range of remedies to put the situation right. This includes paying compensation when it is right to do so.

1.2 This policy aims to ensure that any compensation is:

- Reasonable and proportionate
- Tailored to individual circumstances, especially where vulnerabilities are present as defined in our Help to Access Our Services Policy
- Designed to restore the resident, as far as possible, to the position they would have been in had service failure not occurred.

2. Who this policy applies to

2.1 This policy applies to all customers, including tenants, leaseholders, and applicants for housing services.

3. Regulation and Legal Requirements

3.1 This policy supports compliance with the following regulations and legal requirements

- Housing Ombudsman Service (HOS) Complaint Handling Code and other guidance issued by HOS (Feb 2026)
- Regulator of Social Housing's Transparency, Influence and Accountability Standard
- Right to Repair Regulations (1994)
- Home Loss Payments (Land Compensation Act 1973)

4. Our approach

4.1 We aim to provide good quality services to all our customers. When we get things wrong, we make sure we put things right which can include:

Remedy	What this means
Apology	Apologising when something has gone wrong.
Acknowledgement	Acknowledging where things have gone wrong.
Action to put things right	Taking action to put things right, for example where there has been a delay.
Explanation or assistance	Providing an explanation, assistance or reasons.
Decision review	Reconsidering or changing a decision where appropriate.
Record correction	Amending a record or adding a correction or addendum.
Service improvement	Changing policies, procedures or practices where this will improve services.
Financial or non-financial remedy	Providing a financial or non-financial remedy, where a financial remedy may include a compensation payment.

Our principles

4.2 Our compensation decisions are based on the following principles:

Principle	What this means
Fairness and transparency	Decisions must be clearly explained.
Prompt resolution and proportionate remedies	Aligned with the Ombudsman's approaches to quantifiable loss, unquantifiable loss, distress/inconvenience and loss of use.

Recognition of individual circumstances and vulnerabilities	Considering protected characteristics and individual circumstances as defined in our Help to Access Our Services Policy. We recognise that vulnerability can be experienced by any customer at any time- "Vulnerability arises when a housing or energy consumption issue disproportionately impacts a customer due to their personal circumstances or characteristics, whether protected or unprotected."
Learning from outcomes	Use learning from complaints and compensation payments outcomes to improve services.

4.3 All compensation decisions will consider individual vulnerabilities and protected characteristics. Information will be made available in accessible formats upon request in line with our Help to Access Our Services Policy.

5. Types of compensation

5.1 We may award compensation under three categories:

Statutory Compensation

5.2 Includes payments required by law, such as:

Type of statutory compensation	What this means
Home Loss Payment	If you must move home permanently because your home is being redeveloped or demolished. This usually only applies if you have lived in your home for at least 12 months. These payments will be made in accordance with our Home Loss Policy.
Disturbance Payment	A payment towards reasonable moving costs if you are required to move to another home temporarily. It may also be paid if you must move permanently and have

	lived in your home for less than 12 months. These payments will be made in accordance with our Home Loss Policy.
Right to Repair	The Right to Repair scheme covers specific repairs, known as qualifying repairs, which cost less than £250 and should be completed within a set time limit. This Policy ensures these rights are met or exceeded.

Quantifiable Loss Payments

5.3 Compensation may be paid for actual financial losses where evidence shows that costs were directly caused by our failure to deliver our services. The costs incurred must be unavoidable and be reasonable.

5.4 Examples include increased utility bills due to loss of amenities, damage to personal belongings, temporary accommodation or food costs, cleaning or repair costs, and carrying out your own repairs where it is evidenced that we failed to meet our obligations.

5.5 Evidence must be provided, and claims should be made within 12 months unless exceptional circumstances apply. If evidence is not available, we may still consider your claim based on the information we have.

5.6 Under the terms of our tenancy agreements, residents must allow access to their homes for repairs to be carried out which may result in having to take time off work. Therefore, we will not usually compensate for loss of earnings.

Discretionary Compensation

5.7 This includes payments for distress, inconvenience, time and trouble, and service failure impacts. Decisions will be based on:

- Severity of failure
- Impact on daily life
- Vulnerabilities and aggravating factors
- Duration and cumulative effects

5.8 Examples include:

Example	What this may include
Poor complaint handling	Where a complaint has not been managed in line with the Complaints Policy or expected service standards.
Delays or service failure	Delays or failure to deliver a service within expected timescales.
Loss of amenities or use of the home	Temporary loss of amenities or loss of use of part of the property.
Missed appointments	Missed appointments without reasonable notice.
Failure to meet standards or procedures	Failure to meet target response times or follow policy and procedure.
Delay in resolving an issue	Unreasonable time taken to resolve a situation.
Damage to belongings	Damage to belongings caused by Southway Wythenshawe Homes or contractors operating on our behalf.

5.9 Forms of discretionary compensation include monetary payments, goodwill gestures, and practical remedies.

5.10 Discretionary payments of compensation will be dependent upon the severity of any service failure and the associated impact on the resident (see Compensation matrices - section 12). However, we will apply discretion and flexibility, which will mean that on occasion payments may diverge from the amounts suggested in the guidance and matrices. We will always explain why we have diverged if we do so.

Loss of use of a property or a room

5.11 If a room, or your whole home, cannot be used properly, we will work out any compensation using your rent and the guidance in the compensation matrices.

5.12 Compensation will be calculated from:

- The date the issue was reported minus a reasonable repair period.
- Until repairs were completed or, if part of a complaint, the date the response was issued.

5.13 Temporarily decanted households will not receive rent-based compensation for periods in alternative accommodation.

Service specific failures

5.14 Our Compensation Matrices (section 12) provide guidance on compensation relating to specific service failures, including:

Service failure	What this covers
Loss of heating or hot water	Loss of heating or hot water that has not been repaired within the promised timeframe.
Loss of power	Where a customer has experienced loss of power due to a service failure.
Missed appointments	Where an appointment has been missed without reasonable notice.
Failure to deliver promised services	Where Southway Wythenshawe Homes has not delivered a service it agreed to provide.

5.15 Where alternative sources of heating are required due to a repair-related issue, Southway Wythenshawe Homes will supply these. Where appropriate, Southway Wythenshawe Homes will make a payment to cover increased energy costs caused by a lack of heating and/or hot water.

5.16 Unless there are exceptional circumstances, Southway Wythenshawe Homes will only make ‘loss of heating’ payments available when temperatures drop below 6 C. Any claims outside of these periods will be considered on a case-by-case basis to take account of individual needs and circumstances.

6. Where we won't pay compensation

6.1 Compensation will not be considered for:

Reason compensation will not usually be paid	What this means
Third-party fault	Where the issue was caused by a third party, such as a utility company for electricity, water or gas, unless the third party was contracted by Southway Wythenshawe Homes to carry out the work.
Outside our control	Where the issue was beyond our control, for example severe weather, or where we advised residents in advance that a service would not be available.
Insurance claims	Claims relating to financial loss, damage to third-party property or personal injury, which will be dealt with under our insurance procedures.
Tribunal or legal proceedings	Payments resulting from tribunal or legal proceedings.
Resident action or inaction	Where the loss was caused by lack of action, wilful damage, misuse or negligence by a resident, their family or visitors.
Access refused	Where the resident has denied access so a repair could not be completed.
Resolution prevented	Where the resident has unreasonably prevented a resolution.
Items stored in unsuitable places	Goods stored inappropriately, for example in communal areas, a loft, garage, carport or shed.
Loss of earnings or annual leave	Loss of earnings or annual leave, unless there are exceptional circumstances, such as repeated failed appointments by the landlord or a service failure that meant a customer had to take unnecessary time off work.

Home Contents Insurance

6.2 Southway Wythenshawe Homes expects residents to have their own contents insurance. For example, if there is a leak or fire which causes damage to carpets, decoration, furniture and belongings, the resident is expected to have contents insurance in place and to claim on that insurance to replace these items, including paying any excess on their policy. Southway Wythenshawe Homes recognises that some customers may struggle to identify an affordable home contents insurance option. Therefore we will work with a provider to identify a flexible and affordable home contents insurance option and endeavour to let customers know about this option via its website and other channels from time to time.

6.3 Where damage results from contractor negligence or Southway Wythenshawe Homes service failure, we will:

- Raise a claim via our insurers, including paying any excess, or;
- Consider discretionary compensation where insurance is not practical or proportionate.

6.4 Any investigation and or award of compensation that relates to a claim on Southway Wythenshawe Homes's insurance will be reviewed and determined by our insurer and will be managed outside of the complaints process.

7. How to request compensation

7.1 Southway Wythenshawe Homes will usually offer compensation when it is appropriate, for example following a complaint or where a customer is entitled to a Home Loss or Disturbance payment.

7.2 You can also contact us to tell us our service delivery did not meet our expected standards and you would like us to remedy through compensation in a few ways:

Contact method	Former Southway residents	Former WCHG residents
Website	Complaints, feedback and praise form	Complaints, feedback and praise form
Email	southway.complaints@southwayhousing.co.uk	complaints&praise@wchg.org.uk
Telephone	0161 448 4200	0300 111 0000
Write to us	Customer Experience Manager, Southern Gate, 729 Princess Road, Manchester, M20 2LT	Customer Experience Manager, 8 Poundswick Lane, M22 9TA
Visit us	Southern Gate, 729 Princess Road, Manchester, M20 2LT	Wythenshawe House, 8 Poundswick Lane, M22 9TA

7.3 If you moved into your home after 2 November 2026 - or you are not sure whether you are a former Southway or WCHG resident - you can contact us in any of the ways above and we will ensure your request is dealt with.

Right to appeal

7.5 All residents have the right to appeal should they be unhappy with the compensation offered by Southway Wythenshawe Homes.

7.6 Regardless of whether compensation has been offered in response to a complaint, if the resident remains dissatisfied with the outcome, the Complaints Policy should be followed. Further information can be found in our Complaints Policy.

7.7 Leaseholders may have the ability to apply to a Tribunal for support in resolving a dispute with us (for example in relation to variable service charges). The Leasehold Advisory Service can provide free advice. There is further information on the Government website www.gov.uk/housing-tribunals .

8. Equality, Diversity and Inclusion

8.1 An Equality Impact Assessment (EIA) was completed 10 August 2026. The actions from this are:

Action	Policy Change
Ensure colleagues consider household circumstances, caring responsibilities, safe contact preferences and representative arrangements when assessing impact and remedy.	See section 12
Utilise translation, interpretation and accessible formats will be provided where needed. Communications will use plain English.	Statement added to cover sheet.
Apply reasonable adjustments, allow representatives/advocates with consent, provide accessible formats, consider increased impact when applying the matrices, and monitor outcomes by disability where data is available.	See Complaints Policy and section 12 of this policy.
Use inclusive language, respect confidentiality, and ensure colleagues understand the need for respectful communication. Ensure staff training covers gender identity and monitor any feedback or complaints about discriminatory treatment.	
Consider pregnancy, maternity and household circumstances as aggravating factors where relevant. Offer accessible contact routes and prioritise clear communication.	
Ensure communication and evidence requirements do not make assumptions about household composition or relationship status.	
Offer digital and non-digital routes, including telephone, written and face-to-face support. Consider age-related vulnerability when assessing impact and monitor outcomes by age where data is available.	See Complaints Policy.
Signpost to advice and support services, promote affordable contents insurance where relevant, consider flexibility where evidence is unavailable but impact is credible, and consider individual circumstances when applying discretion.	Sections 6.2 – 6.4

Ensure affordable Home Contents Insurance is actively promoted to tenants and residents through a range of accessible communication routes, including the website, promotional communications and non-digital channels, so customers of all ages can access the information in a way that works for them.	
Clearly promote on the policy cover page that the policy is available in accessible formats and different languages, to maximise awareness and support fair access for all customers.	Statement added to cover sheet.
Review complaints by protected characteristic and consider introducing compensation reporting to identify any over- or under-representation, helping to inform service improvement and ensure fair outcomes for customers.	See Complaints Policy and section 10 of this policy

9. Who is responsible

9.1 The Executive Director for Customers and Communities is responsible for overseeing this policy.

10. Monitoring and Reporting

10.1 All claims and outcomes will be centrally recorded and reviewed twice a year by our Customer Experience Committee to help spot trends and drive service improvements. Where data allows, complaints and compensation paid will be analysed by protected characteristic as part of these reviews.

10.2 We are committed to reducing complaints and compensation claims by focusing on timely, customer-centred service. Regular reviews of claims and payments will support fairness, consistency and value for money. They will also help us identify areas for improvement, prevent repeat issues and, where data is available, monitor outcomes by protected characteristic to help ensure fair outcomes for customers.

10.3 The Compensation Policy will be reviewed by our Customer Experience Committee every three years, or sooner if required due to changes in legislation, regulation, or Housing Ombudsman Service guidance.

11. Glossary

Term	Definition
Compensation	A payment or other action taken to put things right when something has gone wrong.
Disturbance Payment	A payment towards reasonable moving costs if you need to move home temporarily or permanently.
Home Loss Payment	A payment required by law if you have to move permanently because your home is being redeveloped or demolished.
Housing Ombudsman Service	The independent organisation that investigates complaints about social housing landlords.
Quantifiable loss	A financial loss that can be evidenced, such as increased utility bills or cleaning costs.
Remedy	An action taken to put things right. This may include an apology, practical action, service improvement or compensation.
Right to Repair	A legal scheme covering certain qualifying repairs that must be completed within set timescales.
Service failure	When we do not deliver a service to the expected standard or within the expected timescale.
Vulnerability	When a housing issue has a greater impact on a customer because of their personal circumstances or characteristics.

12. Appendix - Our compensation matrices

12.1 The following matrices provides guidance on compensation amounts based on impact and the type of service failure. When determining the level of compensation payable or action to remedy the complaint, we will consider

- the duration of the problem

- the extent or severity of the service failure
- and the impact on the resident.

12.2 When considering the impact on the resident and their household, we will consider protected characteristics and vulnerabilities which can worsen the impact.

12.3 The matrices align with Housing Ombudsman compensation guidance and are intended to ensure consistency and fairness in decision-making. The matrices are spilt into: service failings; and complaint handling failings.

Service failings

Circumstance	**Compensation amount**
Loss of heating when: • not repaired within promised timeframe • no alternative heat source is provided • the outside temperature is 6 C or cooler **or** resident/household member has a vulnerability meaning they depend on heating at warmer times of year	£8 per day
Loss of hot water not repaired within promised timeframe	£8 per day
Loss of **both** heating ***and*** hot water: • not repaired within promised timeframe • no alternative heat source provided • the outside temperature is 6 C or cooler **or** resident/household member has a vulnerability meaning they depend on heating at warmer times of year	£15 per day
Loss of power caused by Southway Wythenshawe Homes fault	£10 per day

Complete loss of lighting (whilst other power remains) caused by Southway Wythenshawe Homes fault	£10 per week
Meal allowance for complete loss of cooking facilities	After 48 hours of the issue being reported: £20 per adult per day and £15 per child up to 12 years old
Missed appointments without notice	£15

For other service failings, for example:

- failure to carry out damp, mould or condensation clean-up within 14 days
- failure to act or respond to reports of anti-social behaviour in line with our ASB policy
- failure to communicate with a resident
- delays to repairs

The following compensation amounts apply:

How we will put it right	**Impact on resident**	**Circumstances**
Apology Learning	• Resident spent time & effort contacting us to complain • Minimal impact • Short duration, resulting in minimal inconvenience, time and trouble.	• There was minimal impact caused by the failings. • The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact. • Minor failings in its handling of the complaint. • An apology is sufficient to remedy what has gone wrong.
Up to £100 Apology	• Resident spent time & effort contacting us to complain • Low impact	• There was minor failure in the service we provided and we did

Learning	• Short duration • Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and minor delays in getting matters resolved.	not appropriately acknowledge these and/or fully put them right.
Up to £600 Apology Learning	• Resident spent time & effort contacting us to complain • No permanent impact	• There was a failure which adversely affected the resident. • We initially failed to acknowledge the failings and/or have made no attempt to put things right, or • We have acknowledged failings and/or made some attempt to put things right but failed to address the detriment to the resident.
£600+ Apology Learning	• Resident spent time & effort contacting us to complain • Significant impact • Physical and/or emotional impact	• There was a failure which had a significant impact on the resident. • The circumstances for maladministration apply and the redress needed to put things right is substantial. • The circumstances for severe maladministration apply but the redress needed to put things right is at the lower end of that scale.
£1,000 + Apology Learning	• Severe long-term impact	• There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident. • Our initial response to the failures (if any) exacerbated the situation

		and further undermined the landlord/resident relationship. • We repeatedly failed to provide the same service which had a seriously detrimental impact on the resident; demonstrating a failure to provide a service and put things right. • The failures may have accumulated over a significant period of time.

Complaint handling failings

If an investigation finds that there were failings in how we've handled the complaint so far, the following compensation applies and is awarded in addition to any service failings identified:

How we put it right	Impact on resident	Circumstances	Examples
Apology Learning	Minimal impact Short duration, resulting in minimal inconvenience, time and trouble. Did not affect the overall outcome for the resident.	• There was minimal impact caused by the landlord's complaint handling failings. • The failing would usually be a single incident, where the effect was of short duration, and there was no wider impact. • The landlord may have acknowledged the failing, but did not apologise, resulting in an unsympathetic approach.	• There were minor factual inaccuracies in the complaint response which had no material impact on the complaint.
Up to £50 Apology Learning	Low impact Short duration May not have affected the overall	• There was minor failure by the landlord in its response to the complaint and it did not	• The complaint response was delayed by several days, causing minor delay in

	outcome for the resident. Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and minor delays in addressing the complaint.	appropriately acknowledge this and/or fully put it right. • We may have made an offer of action/compensation, but it is not proportionate to the failings identified by our investigation.	resolution of the substantive issue. • The resident was compelled to chase a complaint response due to a minor delay and lack of update. • We did not apply our compensation policy to the facts, resulting in a lower offer of compensation.
Up to £100 Apology Learning	No permanent impact	• There was a complaint handling failure which adversely affected the resident. • We failed to acknowledge our complaint handling failings and, or • We acknowledged complaint handling failings and/or made some attempt to put things right but failed to address the detriment to the resident and/or the offer was not proportionate to the failings identified by our investigation.	• The complaint response was delayed by more than several days, or there were repeated minor delays. • We responded to the substantive issue but failed to acknowledge sensitive circumstances, resulting in a heavy handed response.
Up to £250 Apology Learning	Significant impact Physical and/or emotional impact	• There was a complaint handling failure which had a significant impact on the resident. • The circumstances for maladministration or severe maladministration apply and the redress needed to put things right is substantial.	• The complaint response actively disregarded sensitive circumstances, resulting in a heavy handed response. • The complaint response was delayed by weeks or months, affecting timely

			resolution of the dispute. • There were significant errors in the complaint response, resulting in misleading advice, unaddressed complaint, or confusion on the part of the resident.