



Customer Services/Customer Experience

Complaints Resolution Policy

Regulation and Legislation	This policy links to the Regulator of Social Housing Transparency, Influence and Accountability Standard, Housing Ombudsman Complaint Handling Code and the Leasehold Reform, Housing and Urban Development Act 1993.
Supporting documents	<ul style="list-style-type: none">• Complaints Resolution procedure• Complaints and Customer Care policy and procedure• Additional Assistance and Reasonable Adjustment policy and procedure• Decant policy• New Sales Complaints Procedure
Scope	<ul style="list-style-type: none">• Together with our complaints and customer care policy, it provides a consistent framework to use when considering and handling customers' complaints and their resolutions.• This document outlines our policy around applying resolutions for failures in services where we are responsible and details how any payments of compensation are calculated.
Reference to "Orbit" means Orbit Group which consists of Orbit Group Limited, Orbit Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Plc.	

1. Introduction

- 1.1 Our aim is to provide an excellent service to all our customers. However, we acknowledge that there are times when we may not deliver our usual standard of service. If we fail to meet the level of service we expect to deliver, we aim to put things right by providing fair and proportionate resolutions.
- 1.2 We recognise that when customers make a complaint, it is to have an issue resolved. We may therefore offer non-financial resolutions that speed up putting things right. If we decide to award compensation, we will award it in a fair, consistent, and transparent way.
- 1.3 This policy follows the guidance issued by the Housing Ombudsman when deciding on appropriate remedies.

2. Aims

- 2.1 The aims of this policy are to make sure that we:
 - Recognise that providing a fair and proportionate resolution is fundamental to effectively resolving a complaint
 - Offer appropriate remedies, which may include compensation payments

- Understand that complaints must be considered on an individual basis and that any compensation awarded should reflect individual circumstances
- Clearly explain the situations in which we will pay compensation

3. Definitions

- 3.1 In some scenarios, financial remedies are appropriate. Compensation is a payment, either obligatory or discretionary, of a sum of money in recognition of loss or detriment to a complainant. Statutory compensation is a payment that is made in line with regulations or legislation.
- 3.2. Compensation and redress are payments we make if a customer has experienced quantifiable loss because of any incident we are responsible for or anything we have failed to do.

4. Non-financial resolutions

- 4.1 We will always strive to resolve the cause of a complaint by responding as quickly as possible with non-financial resolutions. These resolutions will involve appropriate practical action to put right any service failures, such as arranging for a repair to be completed. These include but are not limited to:
- Apologising
 - Acknowledging where things have gone wrong
 - Providing an explanation, assistance, or reasons for a decision
 - Acting if there has been a delay
 - Reconsidering or changing a decision
 - Amending a record or adding a correction or addendum
 - Changing policies, procedures, or practices.
- 4.2 Any resolution we offer will reflect the impact on the customer because of any fault identified.
- 4.3 The resolution will clearly set out what will happen and by when, in agreement with the customer where appropriate. Our Aftercare team will follow any proposed resolutions through to completion.

5. Compensation for damage

- 5.1 It is our customer's responsibility to have home contents insurance and we expect them to claim on this insurance where it is appropriate to do so. This may include compensation for personal belongings affected by events outside of our control.
- 5.2 We may award compensation in exceptional circumstances if there is damage to a customer's property or their personal belongings and if it is below £5,000.
- 5.3 We will only consider paying compensation under 5.2 if:
- 5.3.1 the damage is a direct result of something we have done or failed to do;

5.3.2 the damage is the result of an incident in another property we own, and the incident is our fault; and

5.3.3 we have proof of ownership of the damaged item (or items) from the customer and the value for each item.

5.4 In situations where we pay compensation for damaged items, we will consider the age of the items and make appropriate considerations for the natural depreciation of any items. This may include considering the market value at the time of loss.

5.5 We cannot make the same findings that a court would, and we do not operate in the same way a court does. We do not make binding decisions on matters such as negligence, liability, or discrimination, and we do not make orders for compensation in the way that a court may order a payment of damages. Equally, we do not look at claims the way an insurance provider would, or award financial redress for damage to items which should be covered by insurance.

5.6 If a customer believes that we or the contractors working on our behalf are responsible for the damage, they should normally claim compensation within twelve months of the incident that caused the damage. We will take the age and cost of the damaged items into account and pay a percentage towards these.

6. Compensation if our service fails

6.1 We may award compensation if the standard of service we provide is below the standard customers could reasonably expect.

6.2 We will use our Complaint Resolution procedure to consider compensation if our service fails. We will take the following into account when considering compensation.

6.2.1 Whether the event has caused the customer financial loss or distress or inconvenience.

6.2.2 Whether the customer has lived in poor conditions longer than is reasonable due to our failure to deal satisfactorily with repairs that are our responsibility and which the customer has told us about.

6.3 We recognise there are instances where the distress or inconvenience caused by a failure in service can be made worse by a customer's individual circumstances. We will use our complaints process to understand whether there has been any unfair impact, and if so, the severity of this. Our compensation calculations reflect the additional detriment that may have been caused due to these individual circumstances.

6.4 We do not reimburse customers if they decide to employ an individual contractor or tradesperson to complete work without getting our written permission and agreement beforehand.

6.5 If a customer undertakes any work on or in their home and it is deemed to be unsafe or non-compliant, we reserve the right to arrange for the work to be corrected and seek reimbursement costs from the customer.

- 6.6 We do not reimburse utility costs, such as the water or energy used to carry out a repair. For example, the water used in draining down a system, or the electricity used for power tools.
- 6.7 We adopt an evidence-based approach to calculating and awarding compensation.
- 6.8 If a customer owes us any rent arrears or other debts, compensation will be paid towards these unless there is any redress. If there are no such debts, we will pay compensation payments directly to a customer's bank account.
- 6.9 Compensation payments awarded by the Housing Ombudsman Service (HOS), separate from any compensation we may have already offered or paid, will not be offset against arrears, and will be paid directly to the customer.
- 6.10 To receive compensation or redress, customers will need to sign an acceptance form. This is to ensure we have accurate bank details for the payment. We will make payments by BACS.
- 6.11 We will process BACS payments within 14 days of receipt of the signed acceptance form.

7. Calculating compensation awards

- 7.1 When calculating and awarding compensation we will consider:
- the duration of any avoidable distress or inconvenience
 - the seriousness of any other unfair impact
 - actions by the complainant or the landlord which either mitigated or contributed to actual financial loss, distress, inconvenience, or unfair impact
 - the level of rent or service charges
 - our policies and procedures and how we have or have not applied them
 - how we handled the associated complaint
 - whether there are any required awards relating to home loss (full or partial)
 - whether any customer belongings have been damaged in line with clause 5
- 7.2 A list of amounts that we pay in compensation can be found under our Complaints Resolution procedure.
- 7.3 We reserve the right to award payments higher than our published amounts if it is fair and reasonable to do so when assessing cases on their individual merits.

8. Remedies we will not make

- 8.1 We will not consider calculating or awarding compensation, or making remedies in the following circumstances:

- Where the fault is caused by a third party or is something for which we are not responsible
- Where the desired action would adversely impact another individual or their property
- Where the customer's desired outcome for their complaint is disciplinary action to be taken against any employees. Any such scenarios will be managed in line with our internal policies and procedures
- Where a claim can be made on the customer's home contents or buildings insurance
- Personal injury claims relating to physical or mental health. These will be directed to our insurance team to assess
- Insurance claims over £5,000 relating to financial loss, damage to third party property, personal belongings, or personal injury (we will deal with these in line with our insurance procedures or preliminary contracts)
- Issues that are the subject of tribunals or legal proceedings
- Circumstances beyond our control. For example, damage to flooring from extreme weather or any other natural disaster
- Claims we have previously dealt with under our complaints and compensation/remedies policies
- If a customer has not taken reasonable steps to limit the damage caused in their home
- We do not compensate customers for loss of earnings, which includes the use of annual leave or needing to be available for a (reasonably booked) appointment.

9. Data retention

- 9.1 In line with best practice, data will be retained for a period of six years. This approach aligns with points 17.7 and 17.8 of our corporate data retention schedule and legal obligations.
- 9.2 When required, data will be securely removed at the end of the retention period by the Complaints and Customer Care Management team.
- 9.3 We may need to review these arrangements in the event of any updated guidance, best practice or relevant legislative changes being introduced.

10. Roles and Responsibilities

All Complaints and Customer Care Teams	<p>Calculating, awarding, and processing compensation in line with this policy and the published compensation amounts the Remedies Procedure.</p> <p>Ensuring all complaint records are up to date with compensation calculations and awards.</p>
Complaints Policy and Insight Team	<p>Awarding and processing compensation in line with Housing Ombudsman orders.</p> <p>Ensuring all Housing Ombudsman case records are up to date</p>

	with compensation awards and ensuring compliance with orders.
Complaints and Customer Care Managers and Team Leader	Reviewing and approving compensation calculations and awards in line with this policy and the published compensation amounts in the Remedies Procedure.
Quality Assurance Manager	Day-to-day quality assessments of Complaints and Customer Care activity to confirm compliance with this policy and Remedies Procedure.
Head of Complaints and Customer Care	Accountable for the implementation of this policy and for reporting performance to key stakeholders including SMTs (Senior Management Teams), ET (Executive Team) and CCB. Reviewing and approving compensation calculations and awards in line with the published compensation amount in the Remedies Procedure. Overall budget management for compensation relating to stage one and two complaints.
Head of Engagement and Improvement	Accountable for the implementation of this policy, managing all Housing Ombudsman activity relating to compensation. Overall budget management for compensation relating to Housing Ombudsman orders.
Housing Ombudsman Team Leader and Complaints Policy Manager	Reviewing and approving compensation awards in line with Housing Ombudsman orders. Responsible for ensuring compliance with Housing Ombudsman orders.
Business Relationship Managers and Commercial Team	Will support in seeking a contribution to compensation from a supplier or partner.

11. Performance Controls and Business Risk

- 11.1. The Complaints and Customer Care Management Team, overseen by the Head of Complaints and Customer Care, will monitor day-to-day implementation of this policy. All colleagues are responsible for making sure they keep to and deliver this policy.
- 11.2. We will make sure we engage regularly with customers through our customer engagement framework, to monitor whether this policy is effective.
- 11.3. We will report regularly on numbers of and trends in complaints compensation payments and other resolutions, including on Housing Ombudsman cases, to a range of people, including our:
 - Senior management teams;
 - Directorate management teams
 - Heads of Service; and
 - Customers.

- 11.4. If we pay compensation to customers, and our partner is partially or fully liable, any such charges will be applied through our contract management processes. This will be monitored by Commercial Contract Managers and our partners' Account team to ensure the relevant evidence and approval has been obtained.
- 11.5 We will carry out a fundamental review of this policy every three years subject to legal, regulatory changes or in accordance with the agreed Policy Review programme.

12. Essential information

- 12.1 All Orbit policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion (EDI) approach, complaints and customer care policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. Orbit's privacy policy can be accessed on our website www.orbitcustomerhub.org.uk/publications/policies/

EA	Equality Analysis was reviewed March 2024 and is available to view.
DPIA	A DPIA will be completed following the publication of this document in agreement with our Information Governance team and will be made available to view.
Consultation	Internal: Customer and Communities Leadership Team
	External: Customer Engagement Complaints Scrutiny & Co-creation Group Customers consulted on 07/02/2024 and 22/02/2024
Applies to	All colleagues

Document control

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Approved by	OHAL Board	March 2024
Next review		March 2027

Extension date	Extension reason	Approved by

Revision History

Version Number	Date	Comments / Reason for revision
v1.0		<ul style="list-style-type: none">Published – renamed this document to V1.0 due to name change from Compensation policy to Complaints Resolution Policy.Focus on non-financial resolutions as well as compensation.Now includes full and partial room loss allowance.Expanded distress and inconvenience to include time & trouble.Removed £1 per day for repairs outside of timescales - replaced with scale system to support looking at it more holistically.Added in cost of dehumidifiers.

		<ul style="list-style-type: none">• Specific clause added to advise we won't compensate for annual leave.• Includes clause to be able to recharge contractors for compensation payments.