

Dolphin Square Charitable Foundation & Subsidiaries

Compensation Policy

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1. Introduction

Dolphin Living (meaning Dolphin Square Charitable Foundation and Dolphin Housing Limited) is committed to consistently providing a high-quality service to all our residents. We recognise that occasionally service failures may occur, and it could be appropriate to offer compensation. This policy outlines the provision for compensation and redress to be made to customers where they have experienced financial loss or acute inconvenience due to service failure, poor performance or unavoidable disruption.

Services are susceptible to random failure and can require repair. When services, amenities or facilities fail it is reasonable to wait for them to be repaired or rectified. Dolphin Living considers each claim for compensation on its merits.

This policy is effective from the date of review and supersedes any previous arrangements or methods of calculation which Dolphin Living may have used to calculate compensation payments.

2. Purpose of this Policy

This policy:

- Establishes when compensation may be due
- Defines standard levels of compensation
- Establishes arrangements for claiming compensation
- Ensures compensation is paid fairly, consistently and impartially

The policy and procedure will apply when:

- Dolphin Living recognises that a service failure has occurred and our Service Level Agreement (SLA) has not been met
- A claim for compensation is received in writing to either Dolphin Living or its managing agent.
- A formal investigation of a complaint under the Complaints Policy and Procedure recommends compensation to resolve the complaint.

3. Forms of compensation

A resident may be entitled to compensation under statute and/ or Dolphin Living may decide to make a discretionary payment. These two types of compensation are not mutually exclusive and may be used in combination as appropriate.

- Statutory compensation is where there is a legal, or other external requirement to compensate. The application of these will depend upon the terms of individual tenancies and circumstances. Residents can find out more about entitlement to statutory compensation from Citizens Advice or a legal adviser.

- Discretionary compensation may be given where we decide that a level of service, action or inaction is not in line with Dolphin Living standards.
- A discretionary goodwill gesture may be offered where statutory or discretionary compensation is not applicable but Dolphin Living decides to award this in exceptional circumstances. This is reviewed on a case-by-case basis.

4. How to make a claim

Compensation claims should be made in writing to the managing agent;

Touchstone Residential Lettings
2 Crescent Office Park
Clarks Way
Bath
BA2 2AF

Or sent by email to: feedback@touchstoneresi.co.uk

If a claim is made by telephone, or in person, it will need to be confirmed in writing by the resident and the timescales to respond to the claim will only start when a signed and dated copy of the letter is returned to the above address or received by email. The managing agent will arrange assistance with audio, signing, interpreting or any other special needs, provided notice is given that such assistance is required.

Claims must be raised within a reasonable period of six months. Neither the managing agent nor Dolphin Living will normally investigate a claim if it is about something the resident knew about for more than six months before contacting either organisation.

The key criteria for claiming compensation are:

- Services normally provided under the terms of the tenancy agreement are absent and their absence impacts on residents' use and enjoyment of their home; or
- Failure of service causes significant inconvenience or distress; or
- Residents suffer loss due to the failure to deal satisfactorily with repairs;
- Residents suffer loss due to other failures of service;
- Residents spend excessive time and trouble achieving a solution to a complaint.

Where Dolphin Living receives a request for compensation for the actions of another person or organisation, such as a contractor working on our behalf, we will actively enforce any contractual provisions and, where appropriate, pursue the request on the residents behalf.

5. Service Failure

Service failure occurs where Dolphin Living fail to meet our own service standards (set out in the tenancy agreement and the Repairs and Maintenance standard) adequately, either through our failure to achieve a specified level of service or to address an issue which is our responsibility.

Dolphin Living's priority is to resolve and address service failures; statutory compensation will be awarded as required by law when there is an applicable service failure. Discretionary compensation will be made where we are fully or partly at fault.

Discretionary compensation will not normally be paid for:

- Lack of service where reasonable access has not been given to carry out services. Residents are expected to provide up to date contact details to enable Dolphin Living to arrange access to carry out work and to keep appointments made.
- Lack of service or loss of facility due to circumstances beyond the control of, or unknown to Dolphin Living or the managing agent (for example, services provided by statutory undertakings);
- Lack of service or loss of facility or use of appliance due to resident negligence or wilful damage to Dolphin property;
- Damage to goods or property owned by the resident unless evidence of the damaged item is provided, and ideally the damaged item is retained for Dolphin Living to inspect if appropriate;
- Damage or loss for which recompense is available through Dolphin Living's insurers in which case the insurer's timescales and assessment of loss will apply;
- Minor or proportionate inconvenience arising as a result of planned works; or,
- Cases where there is tribunal or legal proceedings regarding a resident matter under way.

Subject to the above we will compensate residents where a failure of Dolphin Living or the managing agent has been shown to cause the resident to suffer loss or incur cost. The level of compensation will reflect the loss that has occurred or the cost of restoring the resident to their original position.

The following are circumstances under which compensation may be payable:

- If Dolphin Living or their sub-contractor fails to complete repairs within a timely manner. This will be reviewed on a case-by-case basis.
- Circumstances for which Dolphin Living is responsible that result in the loss of use of part or all of a residents home. In such circumstances compensation will be paid through a reduction in rent relating to the period during which the room or rooms cannot be used. Loss of use of part or all of the home must be reported to Dolphin Living or their managing agent immediately.

Compensation will be calculated based upon on the number of rooms affected as a proportion of the total rooms in the property, the weekly rent and the duration of the problem. The intended use of each room will also be taken into consideration. Compensation will not be payable where rooms are unusable as part of an improvement programme to which the resident has agreed, although it may be considered where work extends past the agreed date.

Compensation is not applicable for balconies and roof terraces where residents are not additionally charged for these amenities. For example, if there is no difference in rental amount for properties with or without a balcony.

5.1 Temporary accommodation

In exceptional circumstances, where residents are unable to stay in their homes, alternative temporary accommodation (for example, a local hotel) will be organised whilst the repairs are carried out.

In instances where the resident chooses to organise their own temporary accommodation, up to a monetary amount pre specified by Dolphin Living e.g £150 per night, this must be booked through a registered Hotel or accommodation broker, for example Air Bnb or Booking.com. Private rental accommodation is not eligible unless pre-approved by Dolphin Living in writing. This approval is at the discretion of Dolphin Living. Residents who pay for private rental accommodation before receiving approval will not be entitled to reimbursement. Residents will be asked to provide evidence of payment in all circumstances e.g bank transfer.

6. Damage or loss of personal property

As stated in Dolphin Living's tenancy agreements all residents must have a suitable level of home contents insurance. If residents are unable to claim on their insurance, we will consider claims made directly to Dolphin Living on their individual merits. We will consider all relevant known circumstances and supporting evidence or documentation supplied. Where evidence is requested and is not supplied, claims may not be considered.

We may cover resident's insurance excess payments on a discretionary basis.

All claims for damage or loss of personal property are to be dealt with by Dolphin Living Customer Service team.

To make a claim email info@dolphinliving.com.

7. Heating/Hot water compensation claims

A claim for loss of heating or hot water will be reviewed on a case-by-case basis.

7.1 Loss of heating

Any claim for compensation for loss of heating will be considered if both of the following apply and if the incident is within the autumn/winter months (between 1st October – 31st March) and the temperature is at a level that heating would be reasonably required:

- The loss of service is the responsibility of Dolphin Living; and
- The loss of service has been reported and the fault has not been rectified within 48 hours.

Dolphin Living's repair policy is to have a contractor on site to investigate and rectify the fault within 24 hours. If a fault has not been rectified within 48 hours all residents affected by the issue will be reimbursed for any costs of alternative heating (such as portable radiators) or will be provided with alternative heating appliances by Dolphin Living if they are unable to provide these themselves. Please see 8.1.

During weekends and Public Holidays Dolphin Living will endeavour to meet this 24-hour target however non-working days do not count towards this deadline.

7.2 Loss of hot water

Any claim for compensation for loss of hot water will be considered for compensation if both of the following apply;

- The loss of service is the responsibility of Dolphin Living; and
- The loss of service has been reported and the fault has not been rectified within 48 hours.

Dolphin Living's repair policy is to have a contractor on site to investigate and rectify the fault within 24 hours. During weekends and Public Holidays Dolphin Living will endeavour to meet this 24-hour target however non-working days do not count towards this deadline.

8. Discretionary compensation amounts and payment

All compensation payments will be made to a resident's nominated bank account. However if residents are in rent arrears then compensation payments will be made as a credit directly to their rent account.

Failure	Compensation awarded
Full loss of heating and or hot water	<p>If there is a full loss of heating, a reduction of up to 40% in rent will be applied after the 48-hour period has passed. If heating is not restored after 5 working days of investigation and repair work, rent can be reduced by up to 100%, or the cost of alternative accommodation covered. Please see 7.1 for heating compensation terms.</p> <p>If there is a full loss of hot water, a reduction of up to 40% in rent will be applied after the 48-hour period has passed. If hot water is not restored after 5 working days of investigation and repair work, rent can be reduced by up to 100%, or the cost of alternative accommodation covered.</p> <p>If there is a full loss of heating and hot water, a reduction of up to 60% in rent will be applied after the 48-hour repair target has passed.</p>
Intermittent loss of heating and or hot water	Amounts awarded will be calculated on a case by case basis
Loss of use of room/s	<p>A reduction of rent relating to the period which the room/s cannot be used.</p> <p>Loss of whole kitchen, a reduction of up to 40% in daily rent. Loss of part kitchen (e.g oven), a reduction of up to 20% in daily rent.</p>

	<p>Loss of part bathroom,(e.g shower) a reduction of up to 40% in daily rent. If there is a loss of whole bathrooms or toilet facilities alternative accommodation will be provided.</p> <p>Loss of a bedroom (of named residents on the tenancy agreement), a reduction of up to 40% in daily rent (depending on the number of rooms and availability of alternative sleeping space). Loss of spare bedrooms not used by named tenants will not be compensated for. If there is a loss of all bedrooms in the home, alternative accommodation will be provided.</p> <p>Loss of living area (e.g lounge) a reduction of 40% in daily rent.</p> <p>At any one time total compensation for loss of rooms is limited to 40% of daily rent.</p>
Lifts	<p>Compensation will apply if a lift has been out of order for 14 continuous days or intermittently for 90 days. Intermittent is defined as a minimum of 2 continuous days per week. Following these periods a reduction of 5% in daily rent for each further day the lift is out of order.</p> <p>If a building has more than one residential lift, all lifts must be out of order for compensation to apply.</p>
Failure to complete repairs	Refer to Dolphin Livings Repair and Maintenance Policy
Damage to or loss of personal property	<p>Each claim will be considered on its individual merit. Evidence will be required. Residents cannot claim for items which should be covered by contents insurance.</p>

8.1 Reimbursement of bought appliances

If due to a service failure residents have bought their own appliances, that were not provided by Dolphin Living, but reasonably needed (for example a portable radiator), Dolphin Living will reimburse residents reasonable costs (up to the amount specified at the time). Proof of payment e.g receipts, must be provided to our managing agent in order to be reimbursed. Where the cost of an appliance is reimbursed the appliance will become the property of Dolphin Living.

9. Goodwill Gestures

Dolphin Living may make ex-gratia 'goodwill' gestures or payments where we consider it morally appropriate, without recognising any liability or obligation. Goodwill gestures or payments will not usually be made where other relevant compensation is afforded and are at the discretion of the Customer Services Director.

10. Home Loss and Disturbance (applicable to Dolphin Housing Limited tenants only)

Home Loss may be paid when an assured tenant must move permanently from their home as a result of demolition and/or development. This is a flat rate payment set by legislation and will only be paid where the resident has been residing in the home for a minimum of 12 months.

A disturbance payment may be made to compensate tenants to cover reasonable costs involved in moving to another property temporarily or permanently due to major works or demolition. This is paid in addition to the Home Loss payment. Such payments will be assessed on an individual basis.

Home loss and disturbance payments would only apply to residents of Dolphin Housing Limited, a registered provider within the Dolphin Group.

11. Appeals

If the claimant is not satisfied with the response to a claim made under section 4 above, they may submit a first stage appeal to the Customer Services Manager or the Asset Manager at Dolphin Living responsible for the area of work that is the subject of the claim. The first stage review will be carried out by the Customer Services Manager or the Asset Manager. The team at Dolphin Living will notify the resident of the outcome of the review within 15 working days of the appeal being made. The review will also be used as an opportunity to explore resolution of the compensation claim.

If a resident remains dissatisfied with Dolphin Living's response to their claim, they may submit a second stage appeal and request a review by the Dolphin Living executive team. The resident must explain which part of the response they remain dissatisfied with and why. They may also be asked to set out what they would consider an acceptable resolution to their compensation claim.

The second stage review will be conducted by the Customer Services Director and a second independent Director at Dolphin Living. The independent Director will not be involved in the day to day running of our landlord services and will not have previously been involved in the compensation claim. The Directors will review the compensation claim, the responses provided, and conclusions reached alongside any additional representations made by the tenant. The Directors will notify the tenant of the outcome of the review within 20 working days of the appeal being made. The review will also be used as an opportunity to explore resolution of the compensation claim.

Residents who are not satisfied with the response to the first stage appeal should contact Dolphin Living, within 20 working days from the date of receiving their first stage response by writing to us at:

Customer Services Director
Dolphin Living

1 Castle Lane
London, SW1E 6DR

Or emailing: info@dolphinliving.com

12. Related Policies

Dolphin Living Complaints Policy – published on the Customer Portal and Dolphin Living website www.dolphinliving.com

Repair and Maintenance Standard – published on the Customer Portal.

13. Monitoring

Dolphin Living will formally review this policy every two years.