

Dolphin Square Charitable Foundation & Subsidiaries

Compensation Policy

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Author: Customer Services Director
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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 when our service standards as set out in the tenancy agreement and Repairs and Maintenance standard have not been met
- A claim for compensation is received in writing by Dolphin Living.
- 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.

3.1 Compensation payment

Compensation awarded by Dolphin Living will be off set against any outstanding arrears. However, if the resident has incurred any 'out of pocket' expenses these will be paid directly to the resident. Any compensation awarded by the Housing or Property Ombudsman will be paid in accordance with their guidance.

4. How to make a claim

Compensation claims should be made in writing to:
Dolphin Living
Manning House
22 Carlisle Place,
London SW1P 1JA

Or sent by email to: info@dolphinliving.com

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. Dolphin Living 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. Dolphin Living will not normally investigate a claim if it is about something the resident knew about for more than six months before contacting the 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 resident's behalf.

5. Service Failure

Service failure occurs where Dolphin Living fails 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 Living 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 are tribunal or legal proceedings regarding a resident matter under way.

Subject to the above we will compensate residents where a failure by 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 resident's 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 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 repairs are carried out.

Please refer to the Temporary Accommodation Policy.

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

Claims for heating or hot water will be compensated based on planned or unplanned outages.

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 or alternative sources of heating provided by Dolphin Living within 24 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 or alternative sources of heating provided (if the resident is unable to provide this themselves) within 24 hours all residents affected by the issue will be -reimbursed for any costs of alternative heating (such as portable radiators). 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 24 hours or any offer of temporary alternative accommodation has been accepted.

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>Day 1 (full day) – no compensation for unplanned interruption to hot water or heating.</p> <p>From Day 2 for loss of hot water and/or heating £30 per day to a maximum of £1,500 within a 12-month period.</p> <p>If there are 4 or more unplanned interruptions of heating and/or hot water of more than 1 day over a 12-month period, a resident is eligible for a one off £100 payment (in addition to any other compensation as per the policy)</p> <p>Planned continuous interruption of 24 hours for more than 5 days. From day 6, £40 per day to a maximum of £1000 within a 12-month period.</p> <p>Compensation for loss of heating is not payable where alternative heating such as temporary heaters are supplied. If provided with alternative heating, a contribution of £5 per day will be paid towards electricity costs.</p> <p>Heating compensation will not apply from April 1st – 30th September.</p>
Intermittent loss of heating and or hot water	<p>If hot water is intermittent, we will deem this as a loss of hot water.</p> <p>If residents are moved to temporary accommodation, compensation will not be paid during this period.</p>
Loss of use of room/s	This sets out the percentage we will apply per room for a calculation of compensation based on rent charged.

	Room	Percentage of daily rent
	Living room	20%
	Bedroom	20%
	Kitchen	30%
	Bathroom	30%
	Bathroom where an additional WC is available	20%
	However, if the entire property is affected 100% of the rent charged should be applied in the compensation payment even if residents are placed in temp accommodation.	
Lifts	<p>If a building has more than one residential lift, all lifts must be out of order for compensation to apply.</p> <p>Compensation will only be paid to residents living on 2nd floor or above if the lift has been out of action for more than 30 working day.</p> <p>Compensation will be in the form of £5 per day (no mobility issues) and £10 per day (known mobility issues).</p>	
Missed Appointments	Contractor failure to attend a scheduled appointment with resident £15 per missed appointment.	
Loss of power	<p>£20 per day for complete loss</p> <p>£20 per week for loss of lighting only.</p> <p>Compensation will not be payable for partial loss of power where alternative sources (e.g. plug points) are available.</p>	
Meal allowance in event of loss of cooking facilities	In the event of loss of all cooking facilities £30 per day per adult & £15 per day per child under 12 – authorised occupants only. No compensation will be payable where reasonable alternative cooking facilities are provided by Dolphin Living.	

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 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 payable and are at the discretion of the Customer Services Director.

10. 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. The first stage review will be carried out by the Customer Services Manager. The Customer Services Manager 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 resident. The Directors will notify the resident 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
Manning House
22 Carlisle Place, London SW1P 1JA

Or emailing: info@dolphinliving.com

11. Related Policies

Dolphin Living Complaints Policy
Repair and Maintenance Standard
Damp and Mould Policy
Temporary Accommodation Policy
Equality Impact Assessment

All policies are published on the Dolphin Living website www.dolphinliving.com and hard copies can be sent to residents on request.

12. Monitoring

Dolphin Living will formally review this policy every 2 years