



Compensation Policy

1.0 Introduction

- 1.1 This Policy outlines when we can award compensation to our customers, including:
- Residents
 - Leaseholders (including shared owners)
 - Applicants for one of our homes
 - People who live close to, or are affected by, a property we own or manage.
- 1.2 This Policy doesn't apply to:
- Properties managed by Triathlon Homes or Affinity Reading
 - Care and support services provided by our Supporting Independence and Care Team.
- 1.3 The terms 'you' and 'your' in this Policy mean anyone listed in [1.1](#). The terms 'we', 'our' and 'us' mean Southern Housing.
- 1.4 There are three types of compensation payment:
- [Mandatory](#) (statutory and contractual)
 - [Quantifiable loss payments](#) (where you can demonstrate actual loss)
 - [Discretionary payments](#) (for time and trouble/distress and inconvenience).

2.0 Putting things right

- 2.1 We aim to provide a good quality service to all our customers. When we fail to meet these standards and commitments, we'll take action to put this right as quickly as possible.
- 2.2 When putting the situation right and apologising is not sufficient, we'll consider offering compensation. The compensation we offer should restore the person to the position they'd be in had the service failure not occurred.
- 2.3 We may make a goodwill gesture, where appropriate, to accompany an apology. This may take the form of flowers or vouchers.
- 2.4 We may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate you by:

- Agreeing a temporary solution to the problem, such as providing an alternative form of heating until there's a permanent solution
- Doing additional repair or decoration works beyond our normal service offer or contractual requirements.

3.0 Compensation for quantifiable loss

3.1 Compensation payable for quantifiable loss is where the service failure has resulted in a measurable loss. Examples include:

- Higher energy costs of running alternative sources of heating when we've failed to repair the heating system within a reasonable timeframe
- Higher water bills due to our failure to remedy a leak
- Paying for repairs where we've failed to meet our obligations
- Reimbursing bank charges for an error in direct debit collection.

We'll consider paying compensation for all or part of the loss.

3.2 You must provide evidence of the costs, which must have been reasonably incurred.

3.3 We may offer discretionary compensation on top of compensation to cover your loss, if appropriate.

4.0 Discretionary compensation payments

4.1 We may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis.

4.2 Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair
- Failure to provide a service we've charged you for
- Failure to meet target response times
- Failure to meet our standard of service
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water
- Poor complaint handling.

5.0 When we won't pay compensation

5.1 We won't pay compensation:

- For personal injury or other public liability insurance claims
- For claims of damage caused by circumstances beyond our control (e.g. through storm or flooding)

- For claims that should be covered by a home contents insurance policy, which you are responsible to obtain. This includes damage to your belongings (including floor coverings) through leaks, flood, or fire.
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your household, or a guest
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to Southern Housing. For example, a utility company, or another resident or visitor.
- When we've fulfilled our statutory and contractual obligations
- For loss of earnings or annual leave.
- Communal repairs/amenities (eg. communal lighting, intercom systems, playground/parking spaces, this list isn't exhaustive list) (we may consider a discretionary payment for the impact, and the overall effort you've personally made to ensure the repair/s are carried out).

5.2 We may consider paying compensation when:

- Our service failure, or that of a contractor working on our behalf, has directly caused damage to your belongings, **and**
- It's not reasonable to expect the damage to be covered by your home contents insurance.

We'll ensure you don't incur further inconvenience and cost making a claim for compensation in these circumstances, particularly where we, or our contractor, are clearly at fault.

6.0 Managing compensation requests

6.1 You can request compensation in a variety of ways, including:

- Our website
- Online customer portal
- Live chat
- Phone
- Letter/email
- In person.

6.2 You must make your compensation claim within six months of the failure, fault, or event unless exceptional circumstances prevented this.

6.3 You must keep paying your rent and/or service charge while we consider your claim.

6.4 We'll consider each case individually, and calculate compensation according to what's fair in the circumstances. As part of our investigation, we may request supporting information from you. Failing to provide the necessary information could affect the outcome of the investigation.

- 6.5 When calculating an award of compensation, we'll consider the extent, severity, and impact of the failure. We'll account for any vulnerabilities or individual circumstances when assessing the impact of the failure.
- 6.6 We'll make any compensation offers within 10 working days of the date we receive your claim. We'll include an apology and explanation for the service failure.
- 6.7 We'll make compensation payments within 20 working days of the date you accept our offer. We can make payments by:
- Crediting your rent account or other sub-account
 - BACS (electronic payment direct to your bank account)
 - Retail voucher.

7.0 Reviewing or appealing a compensation decision

- 7.1 If you aren't satisfied with the compensation offered, you can ask us to review the offer. You must let us know within 20 working days of when we make the offer. We'll manage this in line with our [Complaints Policy](#).

8.0 What we've done to ensure this Policy is fair

- 8.1 We've carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#).
- 8.2 We recognise some residents may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our [Reasonable Adjustments & Vulnerable Needs Policy](#), we'll work with residents to ensure we consider their specific needs, on a case-by-case basis, provided it doesn't compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.
- 8.3 We aspire to embed diversity and inclusion within the culture of our business activities

9.0 Review

- 9.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

Policy controls

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Appendix one: Mandatory payments

We make some compensation payments as part of our contractual or statutory requirements. These are:

Home loss payments

If you've lived in your home for a minimum of 12 months and are required to move home permanently as a result of redevelopment or demolition.

Disturbance payments

For reasonable moving costs if you're required to move to another property either:

- Temporarily **or**
- Permanently, if you've lived in your home for less than 12 months.

Improvements

If your tenancy is ending, you may be entitled to compensation for any improvements you've made to your home, providing we've approved them. This does not apply to fixed-term tenancies.

Right to Repair

Some of our residents have the right to claim compensation under a contractual right to repair; this is a term in some tenancy agreements. The Right to Repair covers specific repairs, known as 'qualifying repairs', which cost less than £250 and should be completed within a set time limit. If we don't complete these repairs within that time limit, you may be entitled to compensation.