



East Suffolk Council

Housing Compensation Policy

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Policy Author/s:	Rebecca Ward, Housing Policy and Regulation Officer

Our Vision

Our Housing Service vision is that all homes in East Suffolk are safe, suitable, and sustainable, in communities where residents are proud to live.

This vision supports the Sustainable Housing theme in the Council's Corporate Strategy: Our Direction 2028.

Equality and Diversity Statement

East Suffolk Council is intent on ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; sex; marriage & civil partnership; race; religion or belief; sexual orientation; gender reassignment; pregnancy & maternity and socio-economic deprivation.

This document complies with the Council's equality & diversity policy.

1. Purpose of the Housing Compensation Policy

- 1.1. This policy outlines how East Suffolk Council will deal with requests for compensation and reimbursement from its tenants and leaseholders.
- 1.2. The Council is committed to providing a high-quality service to its tenants and leaseholders but recognises that there are occasions when services may not meet these standards and its tenants and leaseholders are inconvenienced as a result.
- 1.3. Where something has gone wrong the Council will acknowledge this and set out the actions it has already taken, or intends to take, to put things right. We recognise that sometimes an honest apology is not enough, and some tenants and leaseholders have a right to compensation when things go wrong. This policy aims to ensure that fair and consistent remedies are taken in these circumstances.
- 1.4. East Suffolk Council will ensure a fair and consistent approach to all requests for compensation and reimbursement from its tenants and leaseholders.
- 1.5. We aim to ensure that our Housing Compensation Policy is clear and transparent for our tenants and leaseholders.
- 1.6. The policy applies to the following persons:
 - Tenants of East Suffolk Council
 - Leaseholders
 - Leaseholder Tenants
 - Shared Owners
- 1.7. This policy does not apply to people who may be occupying any of our properties by way of licence, or to other members of the public to who we do not have a housing related contractual relationship.
- 1.8. In circumstances where a tenant or third party suffers personal injury or property damage as a result of alleged negligence by the Council (e.g., due to unsafe premises or failure to maintain communal areas), such claims may fall under the Council's Public Liability Insurance.
- 1.9. Tenants are advised that:
 - Claims for personal injury or damage to personal property arising from negligence should be submitted through the Council's insurance process.
 - Whilst this Policy is aimed at providing alternative dispute resolution there may be cases that are more appropriately addressed through legal liability channels.

- The Council will assist claimants in directing their enquiries to the appropriate department.

2. Policy Details

- 2.1. This policy aims to provide guidance as to when the Council will consider offering discretionary financial compensation to Council tenants or leaseholders in the event of a failure of the Housing Landlord Service as well as when statutory compensation may be appropriate.
- 2.2. Before financial awards are offered, consideration will first be given to a range of remedies that may be appropriate. The following list is not exhaustive, but 'putting things right' could include:
- An apology.
 - A written explanation giving a full answer to all points raised in the complaint.
 - Assurance that every effort will be made to ensure the same thing does not happen again, with action and monitoring to resolve.
 - A review of policies and procedures.
 - Action taken to put things right to demonstrate the complaint has been taken seriously.
 - Staff guidance or training.
 - Appropriate disciplinary action.
- 2.3. Whilst each case will be assessed individually, the application of this policy provides a consistent approach to resolving claims for compensation to make sure that:
- The compensation process is reasonable, fair, and treats customers equally.
 - Problems are resolved quickly and efficiently.
 - Practical solutions are explored to address complaints.
 - Information gathered is used to learn and improve service delivery to prevent repeat complaints.
- 2.4. Barring exceptional circumstances such as financial hardship, where a debt is owed to the Council (e.g., arrears or service charges), or where legislation or statutory guidance requires otherwise, compensation payments will be offset to pay the debt plus 1 week's rent in advance. Any credit remaining will then be refunded to the tenant. This does not affect reimbursement payments for costs incurred by the tenant.
- 2.5. If compensation is mandated by the Housing Ombudsman following investigation of a complaint, then this cannot be used to offset arrears. This is in accordance with the Housing Ombudsman's guidance on remedies.

3. Legal Framework

- 3.1. This policy has been written taking into account legislation, regulation, guidance and good practice. It should also be read in conjunction with the Repairs Charter, Tenants Handbook and the Customer Feedback Policy.
- 3.2. This policy considers the following legislation and regulations:
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations – Statutory Instrument 1994 No. 133
 - The Secure Tenants of Local Housing Authorities (Compensation for Improvements) Regulations – Statutory Instrument 1994 No. 613
 - Land Compensation Act 1973 (as amended).
 - Section 124 of the Housing Act 1988 and Sections 153A, 153B and 138C, Part V of the Housing Act 1985 (the Right to Buy).
 - Equality Act 2010
 - Human Rights Act 1988
 - The operation of the Policy complies with the relevant legislation regarding the provision of health and safety and accessibility.

4. Circumstances in which compensation can be issued:

- 4.1. There are three types of compensation payments:
- Statutory payments
 - Quantifiable loss payments
 - Discretionary payments

4.2. Statutory Payments:

- Right to Repair – ‘qualifying repairs’ costing less than £250 which are not completed within published target times
- Delays under the Right to Buy Scheme
- Home Loss – residents required to move home permanently due to development/ demolition

4.3. Quantifiable Loss Payments:

These are payments the Council can make where a tenant or leaseholder can demonstrate actual loss and include:

- Having to pay for alternative accommodation or meals, paying for cleaning or carrying out repairs where the Council has failed to meet its obligations.

- In these circumstances, any such costs must have been reasonably incurred and evidence of such loss should be provided. Wherever possible, expenditure should be agreed with East Suffolk Council before being incurred.

4.4. Discretionary Payments:

These are payments that the Council may decide to make upon full investigation of your complaint; and includes but is not limited to:

- Disturbance Payments: to address reasonable costs incurred by the tenant as a result of being displaced and to ensure the tenant is not financially disadvantaged by a move.

5. Situations where compensation will not be considered:

5.1. Discretionary payments will not be considered for:

- Claims for damage caused by circumstances beyond the Council's control
- Problems caused by a third party not working for the Council
- Failure to inform the service about works required on the property
- Damage caused by the tenant.
- The tenant has delayed works being done to the property either by restricting access or postponing appointments
- Circumstances where a tenant or leaseholder prevents or delays, or has contributed in any other way to the failure of the service
- Claims where there is a live legal case

5.2. Compensation is not a replacement for home contents insurance. Tenants and leaseholders are responsible for arranging their own contents insurance for accidental damage to their belongings. (Tenants do not need to obtain Buildings Insurance). Compensation will not be paid where the financial loss could have been covered by home contents insurance.

5.3. East Suffolk Council offers tenants a simple home contents insurance policy through Royal Sun Alliance. Details can be found on the Council Housing Tenants page of our website: [Household contents insurance » East Suffolk Council](#) Please note that tenants must apply for this policy, and it is not provided automatically. Additionally, there is a cost involved. You are free to use any insurer of your choice.

- 5.4. Other than in exceptional circumstances, or when linked to a formal complaint, claims for compensation and/or reimbursement will only be considered within 3 months of the incident, or in line with statutory requirements.
- 5.5. Barring exceptional circumstances, the Council will not compensate for matters relating to services or repairs in communal areas, except where the issue is explicitly covered elsewhere within this policy.

6. Making and handling compensation claims

6.1. Customers can make a claim for compensation in several ways:

- Via our website form: [Customer feedback » East Suffolk Council](#)
- By calling us on 0333 016 2000
- By writing to us at: Housing Services, East Suffolk Council, Riverside, 4 Canning Road, Lowestoft, Suffolk, NR33 0EQ
- By emailing customerservices@eastsoffolk.gov.uk

6.2. In assessing potential remedies, due consideration will be given to the guidance set out within the Housing Ombudsman's Complaint Handling Code, which states the following:

"Any remedy offered must reflect the extent of any service failures and the level of detriment caused to the resident as a result.

Factors to consider in formulating a remedy can include, but are not limited to the:

- *length of time that a situation has been ongoing*
- *frequency with which something has occurred*
- *severity of any service failure or omission*
- *number of different failures*
- *cumulative impact on the resident*
- *a resident's particular circumstances or vulnerabilities.*

When offering a remedy, landlords should clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.

In awarding compensation, landlords shall consider whether any statutory payments are due, if any quantifiable losses have been incurred as well as the time and trouble a resident has been put to as well as any distress and inconvenience caused."

7. Statutory Compensation

7.1. Home Loss

- The Council will make Home Loss payments in accordance with the statutory levels set under the Land Compensation Act 1973, as amended by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2022 (Statutory Instrument 2022 No.793) ('2022 Regulations').
- Payments are made when a resident is moved on a permanent basis due to improvement or redevelopment of their home. The changes must result in it being unsuitable for the resident to return to their property, for example, changes due to demolition, compulsory purchase, or where remodelling affects the size of the accommodation. Payments are not intended to cover costs associated with moving home.
- To qualify for this payment:
 - The move must be initiated by the Council and must be permanent.
 - The move must be a consequence of demolition or reconstruction.
 - The tenant must have been in legal occupation for at least one year prior to the date of moving out and displaced on, or after, 1 October 2022. All claims will need to be checked against outstanding arrears to ESC, this includes housing benefit, council tax and rent arrears. Payments will be offset against arrears and the remainder will be paid directly to the tenant(s).

7.2. The Right to Repair

- Under the Right to Repair Scheme our tenants have the right to be compensated if certain small, urgent or emergency repairs, costing less than £250, are not carried out within specific time limits. These are defined as 'qualifying' repairs under regulations issued by Government.
- The compensation is fixed by the legislation at an initial sum of £10, plus £2 for every day thereafter that the repair is not completed, up to a maximum of £50. A list of qualifying repairs is set out within this policy.
- If you have any rent arrears, we will use the compensation to reduce the arrears plus ensuring that the rent account is 1 week in credit, rather than paying you the money, any excess once arrears are cleared will be paid to you.

- Financial compensation would not be due if the complainant has done any of the following:
 - Failed to inform the service about works required on the property.
 - The tenant has damaged the property.
 - The tenant has delayed works being done to the property either by restricting access or postponing appointments.
 - Entitlement to compensation is removed if exceptional circumstances occur which are beyond the control of the Council such as extreme weather.

7.3. Qualifying Repairs

- A qualifying repair will be considered a repair which does not cost more than £250 to carry out, but if not completed within a specified time is likely to endanger the health or safety of the tenant. Most of these repairs would be electrical or plumbing work, although there will be instances where building repairs will be deemed as a qualifying repair.
- If our operative or contractor does not turn up to do the work by the last day of the time limit, you should let us know. We will immediately arrange another operative or contractor. A new time limit starts the first working day after you tell the council to arrange a replacement contractor. You can claim compensation if the second contractor does not do the repair within the new time limit.
- The following list has been prepared for guidance and should not be considered exhaustive.
- Further details can be found on our website: [Right to Repair regulations » East Suffolk Council](#)

Repair Type	Response Time (Working Days)
Total loss of electrical power	1
Partial loss of electrical power	3
Unsafe power, lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Blocked flue to open fire or boiler	1
Heating or hot water not working	1
Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling house) toilet pan	1
Toilet not flushing (where there is no other toilet in the house)	1

Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

7.4. Right to Buy

- Tenants who have made an application to buy their home are entitled to claim compensation if the sale has not completed within our statutory timescales, as a result of our inaction.
- Tenants will need to:
 - Issue a “Notice of Delay” to officers giving one month in which to resolve the delay.
 - A further “Operative Notice of Delay” must then be issued by the tenant if the delay is not resolved within a month.
- To calculate the amount of compensation we will deduct the sum of the weekly rent amount multiplied by the delay period and then deduct this from the final sale price. For instance, if the rent is £84.60 a week and there has been an 8-week delay, we would take $£84.60 \times 8 = £676.80$ off the final purchase price.

8. Discretionary Payments

8.1. Repairs

- We know how important it is to tenant’s that we help them to maintain their home and fix their repairs as quickly as possible. When considering paying discretionary compensation we will/consider:
 - Each claim for compensation is on an individual basis, taking into account all relevant known circumstances and supporting evidence or documentation supplied. Where evidence is requested and is not supplied, claims may not be considered.
 - Offset against arrears, service charges or other debts owed to the Council unless reimbursement is being made for loss and damage or costs reasonably incurred,

where it will take the form of a financial payment to allow for the financial disadvantage of the individual to be corrected.

9. Financial Compensation

- 9.1. For details of compensation limits and amounts please see Appendix A of this document.
- 9.2. The cost of any compensation paid in respect of the Housing Service will be met from the Housing Revenue Account.
- 9.3. This policy sets out our approach to dealing with requests for compensation and reimbursement from our tenants and leaseholders. You should consult your tenancy agreement/lease for further information on your rights and responsibilities, ask our advice, or seek independent help.
- 9.4. Unless expressly stated, any payment under this policy is without admission of liability and shall be in full and final settlement of the claim against the council.
- 9.5. This policy sets out our approach to dealing with requests for compensation and reimbursement from our tenants and leaseholders. You should consult your tenancy agreement/lease for further information on your rights and responsibilities, ask our advice, or seek independent help.

10. Appeals

- 10.1. Tenants who wish to challenge a decision regarding compensation may do so through East Suffolk Council's Customer Feedback Policy. If the tenant remains dissatisfied, they may escalate the matter to the Housing Ombudsman or seek independent advice.

11. Roles and Responsibilities, including monitoring and reporting

- 11.1. The Head of Housing and The Strategic Lead for Housing Services are responsible for ensuring that this policy is adhered to.
- 11.2. The Compensation will be paid at the discretion of the appropriate manager in accordance with this policy and officer approval limits. All compensation claims will be discussed and documented by managers to ensure the service learns from complaints. (All personal data will be anonymised).

12. Policy Review

- 12.1. We will review this policy every year, or sooner if there are any changes to legislative, regulatory, best practice or operational issues.
- 12.2. Next review due: July 2026

13. Version Control

Version:	Date:	Author:	Rationale:
1.0	September 2025	Rebecca Ward, Housing Policy and Regulation Officer	New Policy

Appendix A

1. Discretionary (ex gratia) Payments

1.1. Further to section 9 of this policy, the following information explains what limits we place on discretionary financial compensation. Some amounts are calculations set to pre-established figures whereas others will be assessed based on the severity of the event, the level of responsibility ESC had in the incident and the personal circumstances of the tenant.

1.2. Methodology for consideration of ex-gratia payments for miscellaneous items (anything not specifically covered elsewhere in this policy).

Level of ESC Responsibility	Impact			
	No Impact	Low Impact	Medium Impact	High Impact
None	£0	£0	£0	£0
Partial	£0	£30	£50	£100
Full	£30-£50	£50-£100	£100-£200	£200-£1000

1.3. There may be exceptional circumstances where the above limits need to be exceeded. This will be at the discretion of senior management (Director level or above), based upon assessment of individual circumstances and appropriate supporting evidence.

1.4. With reference to the above table, the terms are defined as follows:

1.5. Low Impact

- Where the complainant has just cause but has suffered minimal or no inconvenience or distress as a result of the compensation event.
- The circumstances are such that although the manager accepts the service has not achieved the expected standard, the impact is no greater than a reasonably tolerant person could be expected to accept, and the compensation constitutes a goodwill gesture in recognition of the failure to perform.
- An example of this might be a moderate delay (1-2 weeks) in carrying out a routine repair (such as plastering or retiling), where the delay is not caused by circumstances outside of the Council's control (such as lockdown restrictions imposed by central government during the Covid-19 pandemic).

1.6. Medium Impact

- Where the compensation event is clearly an injustice to the complainant and the service has markedly failed to meet the required standards, and there is evidence of a moderate degree of inconvenience or distress.

- A repeated failure of the Local Authority to address the shortcoming, even of a low impact event, could also give rise to consideration of a medium impact level of compensation.
- An example of this might be multiple (three or more) visits over an extended period being required to rectify what should be a routine repair such as unblocking a toilet, where said toilet is the only one present within the property.

1.7. High Impact

- These relate to a serious failure in service standards. This could include the severity of an event, a persistent failure over a long period, or an unacceptable number of attempts to resolve and address the complaint. The claimant will have suffered a considerable degree of inconvenience or distress as a result. High impact could also apply where, due to actions (or lack of action) by the Local Authority, the complainant has reasonably incurred expenses that are directly related to the compensation.
- An example of this might be failure to act promptly to address an uncontrollable leak, resulting in significant and avoidable damage being caused to the property and resident's belongings, and disruption from the household needing to be temporarily decanted when this would not have proven necessary had the matter been dealt with at an earlier juncture.

2. Loss of Amenities

2.1. Tenants may be eligible for compensation where disrepair has caused significant disruption, distress, or damage, and the landlord has failed to meet its legal obligations to carry out timely repairs. Compensation is typically calculated as a percentage of the rent paid during the period the property was affected, with the severity and duration of the disrepair determining the level awarded.

3. Temporary heating

3.1. In some circumstances it may not be possible to carry out a repair to heating systems during the first visit due to the availability of spare parts, or the system is beyond economical repair. In such circumstances we will provide tenants with temporary heaters. Tenants will be compensated for the daily use of each heater provided, at the rate linked to the energy price cap at the time. An example of this is set out below.

3.2. Based on 6 hours per day at maximum output using the average rate of 27.03p/kWh for a unit of electricity (<https://www.ofgem.gov.uk/energy-price-cap>) Based on the understanding that heaters with a thermostat will automatically turn off when required room temperature is reached.

Power Rating	Per hour	Per day	Per week
2000W (2kW)	54p	£3.24	£22.70

	2000W	12kWh	84kWh
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3.3. In all cases, the personal circumstances of the tenant and their household will be taken into account to ensure they are not disadvantaged due to disability, medical needs, pregnancy, or the presence of children.

4. Distress, time and trouble

4.1. We may decide that through our actions or inaction, we have caused a tenant to experience stress, upset or inconvenience and as such may look to compensate them for this. We do not compensate for loss of earnings but may consider for example that if a customer had to take time off work, that this was an inconvenience.

4.2. If a good will gesture is offered managers will aim to tailor it to the individual and base each offer on the circumstances of the case.

5. Use of a dehumidifier

5.1. Where a de-humidifier is provided to dry out a property following a leak or flood, we will provide compensation towards the increased electrical costs at the rate of £11.76 per affected room, per day.

5.2. Based on 24 hours per day at maximum output using the average rate of 27.03p/kWh for a unit of electricity (<https://www.ofgem.gov.uk/energy-price-cap>)

Power Rating	Per hour	Per day	Per week
250W (0.25kW)	7p	£1.68	£11.76
	0.25kWh	6kWh	42kWh

5.3. In all cases, the personal circumstances of the tenant and their household will be taken into account to ensure they are not disadvantaged due to disability, medical needs, pregnancy, or the presence of children.

6. Loss of electricity and/or lighting

6.1. Where a loss of lighting affects one or more rooms, but not the entire property, compensation will be paid after the first full week from when the resident notifies the Council of the fault. This will be calculated at the rate of £5.00 (subject to review) per week, rounded up to the nearest full week, or £10.00 (subject to review) per week in the case of vulnerable customers.

6.2. Where a customer experiences a loss of electrical supply, or loss of lighting with respect to the entire property, compensation will be paid after the first two consecutive working days after the resident notifies the Council of the fault. This will be calculated at the rate of £5.00 per day or £10.00 per day in the case of vulnerable customers.

7. Loss of cooking facilities

7.1. Where a tenant experiences a total loss of cooking facilities (no functioning main cooker point or microwave oven or air fryer) the Council will offer payment to offset the cost of purchasing food elsewhere. Payments will be calculated as follows:

	Per Adult	Per Child (Age 12 and under)
Full Day	£15	£10
Partial Day	£10	£5

7.2. Where a tenant has no working cooker point but has access to alternative cooking facilities, including but not limited to a microwave, air fryer or slow cooker they will not be entitled to compensation until after the third day of the non-working cooker point.

8. Gesture of goodwill

8.1. We reserve the right to choose, sometimes even without acceptance of fault, to offer a gesture of goodwill. This can take the form of a physical, token or financial gesture. Such gestures of goodwill will be considered on a case-by-case basis but should not normally constitute more than a value of £25.