



West Lancashire Borough Council

Housing Services

Goodwill & Discretionary Payment Policy 2023

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Service Area	Housing Services
Group / Persons consulted	Landlord Services Committee
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Introduction

1.0 Purpose of the Policy

West Lancashire Borough Council is committed to the services provided to all customers. We value feedback about our services and see this as an opportunity to learn, adapt and improve, so that our customers can have confidence in us to deliver a good standard of service.

As a landlord we are committed to providing good quality homes and as a listening organisation we are committed to involving tenants and customers and using feedback to shape our housing service.

This policy recognises that sometimes our services may not meet our standards, and where this happens we will acknowledge this and make every effort to put the situation right.

When we don't get it right, we want to make it as quick and easy as possible for customers of Housing Services to raise their concerns, so that we can resolve the issue in a timely way.

This policy outlines the principles and considerations we will make when assessing and responding to a complaint of service failure in relation to our Housing Services.

The policy will outline how in the Housing Service Officers will determine if a goodwill gesture and or a discretionary quantifiable payment will be considered as one of the solutions to redress the situation and put things right.

2.0 Aims and objectives of the policy.

The aim of this policy is to complement the consistent and effective use of the Council's Customer Feedback Policy.

This policy aims to:

- provide appropriate, fair, consistent, and proportionate solutions where an accepted service failure has caused inconvenience, loss or damage that would have otherwise not occurred.
- to support a review of each case on its own merits and for a common-sense approach to be taken when considering any potential inconvenience caused.
- to ensure that accepted service failures are addressed quickly and efficiently.
- to comply with Housing Ombudsman and Local Government and Social Care Ombudsman guidance and meet requirements of the Housing Regulatory standards.

These aims will be used to ensure a robust approach when implementing this policy.

This policy takes account of the guidance for remedies provided by the Housing Ombudsman, and it is intended to support Officers when assessing and agreeing redress/remedy in a fair and consistent way.

For example, this policy may apply where we have received complaint/feedback in relation to:

- Housing management e.g.- how we manage your tenancy rent collection, leasehold services.
- Property service e.g., repairs to the home, planned works and day to day repairs.
- Those in our Independent living services

3.0 Scope

The Councils Customer feedback policy defines a complaint as

"An expression of dissatisfaction, however made, about the standard of service, actions, or lack of action by the organisation, its own staff or those acting on its behalf, affecting an individual resident or group of residents.

Our Customer Feedback policy applies to all complaints received by the Housing Service. Usually, dissatisfaction with a service can reasonably be put right and have a quick resolution by:

- apologising for any accepted service failure
- providing the appropriate service e.g., carrying out an appointment if this has been missed.
- A commitment to improving processes and procedures.

This Policy is aimed at the provision of goodwill and discretionary payments and will be considered only for current and former Council tenants, Leaseholders, and customers of the Council's Housing Services.

The aim of the policy is to provide remedies and as best as possible to try to put the customer back in the position they would have been in had the issue not occurred.

This policy does not cover Housing service delivery where there are other prescribed remedies and does not provide redress where these can be met through statutory, regulatory, or contractual remedies or those that can be dealt with through the Councils Insurers (see appendix A below).

When the service provided is not delivered to the Council's expected standards and it is evident that the issue has caused distress and inconvenience, then we may make a goodwill gesture or discretionary payment, taking each case on its own merits.

4.0 Discretionary payments – quantifiable loss

Discretionary payments may be considered for a quantifiable loss, where a customer has experienced a measurable loss due to a failing on the Council's part, and where the issue has not been easily remedied. Examples may include:

Loss of Heating - The Council, where possible, will provide an alternative temporary form of heating. Where evidence is provided that the temporary form of heating is more expensive to use, the Council will cover for the additional fuel or utility costs related to this. Tenants will need to provide evidence of the increased costs, this can be either through bills or payment meter card receipts covering the period of usage.

Leak or flood -Where we provide a de-humidifier to dry out a property following a leak or a flood, the Council may pay for the running cost of the de-humidifier. This may be a monetary amount towards a top up prepayment card or estimated monetary amount, based on running costs and the amount of time the humidifier is in use. We may also cover the cost of increased water bills if additional charges have been incurred due to an agreed failure to repair a leak, that falls within the landlord's responsibility to repair.

Loss of room or facility – Reimbursement, in the form of a rent rebate, may be paid when a customer is not able to use a room(s) in their home or facility because of a repair issue that is the Council's responsibility, and which has not been addressed within a reasonable time of being put on notice, causing prolonged and unreasonable disruption. We will not consider discretionary payments where a fault or loss is caused by the customer's misuse, negligence, or damage.

Where we temporarily move a tenant out of their home (decant) into the Council's temporary accommodation, the tenant will only pay rent on one property. This does not cover alternative accommodation that is paid for at the tenants own choice.

Failure of amenity or service: Reimbursement, in the form of a service charge rent refund may be paid when a service that is charged for via a service charge, that is the responsibility of the Council, has gone wrong and the contractual deadline for completing the repair has passed. Discretionary payment will not be made if the loss is due to planned works, agreed in advance with the resident or the loss is caused by another organisation e.g., a utility supplier, or the residents own action or lack of action.

Damage to decoration or fixtures: Whilst carrying out repairs or improvements, there may be unavoidable damage to customers decorations or fixtures. We will try to identify and discuss the risk of any potential damage that may occur before starting any work and will discuss options to minimise the damage with the tenant. Where it is accepted by the Council that decorations or fixtures are damaged because of works carried out by the Council or their contractor/agent, the tenant may be offered the choice to allow the Council or their agent to rectify the damage or be awarded a "paint pack" or an allowance based on the costs we would have incurred to carry out the work.

Consideration for quantifiable payments will be discretionary and each case based on its own facts. Quantifiable redress can be used to offset any debts owing to the Council or be paid to the rent account.

We may also consider making a goodwill gesture (redress payment) in recognition of all or part of the loss that has reasonably been incurred.

5.0 Goodwill gestures

We will always apologise when we get it wrong, and at this time may consider it appropriate to offer a gesture of goodwill.

Our goodwill gestures may include practical actions such as

- Undertaking repairs/redecoration/replacements which would otherwise be the tenant's responsibility or are not provided as part of the tenancy agreement or a standard repair obligation.

Examples of situations where we may make a discretionary goodwill gesture payment include:

- poor complaint handling
- delays in providing a service e.g., delays in undertaking a repair after being put on notice.
- temporary loss of amenities due to a failure of the Council's part.
- failure to meet target response times to a complaint.
- loss of use of part of the property due to a failure by the Council.
- unreasonable time taken to resolve a situation unless the delay is due to factors beyond the Council's control
- Where it is agreed that the Council has taken an unreasonable amount of time to resolve the issues raised and it is agreed that the complainant has spent an unreasonable amount of time and effort and/or expense in pursuing the matter

When reviewing a case we will consider any distress, frustration, inconvenience, or anxiety experience by the customer especially, if the matter has been complex and taken a long time to resolve.

- We will not pay redress for loss of earnings due to service failure or for bringing a complaint. However, we may offer a goodwill payment where appropriate in recognition of the time and trouble the tenant may have taken to get the issue resolved.
- Each individual case will be assessed based on the length of time taken to close the complaint to the satisfaction of the complainant, the severity of the issues involved and the vulnerability of the tenant.
- A guide to the appropriate level of goodwill discretionary payments are set out in the table below:

Level of Impact	Goodwill Gesture - Inconvenience caused	Redress	Authorisation level
	General minor accepted service failure, causing some inconvenience.	£25 -£50 maximum shopping vouchers	Team Leader
	Accepted Service failure which has adversely affected and inconvenienced or caused hardship to the tenant, or the problem has not been resolved within a reasonable timescale, taking into account factors beyond the Council's control.	£100 to £200	Service Manager
	Serious accepted service failure which has caused severe stress, inconvenience, prolonged disruption, and long-term impact on the tenant.	£200 - £350	Head of Service

6.0 Awarding payments.

In all circumstances where a discretionary payment or a goodwill gesture is paid, it will be made without prejudice and confirmed in writing. It will be offered in full and final settlement of the matter/complaint and acceptance will be required in writing using the Council's corresponding proforma.

Goodwill gestures will usually be by credit by bank transfer or in shopping vouchers, or at the request of the customer can be credited to the rent account.

Any money owed to the Council including rent arrears, court costs, rechargeable repairs etc may be deducted from any payments if the payment is for a quantifiable loss.

Any payment will be subject to fraud checks and fraudulent claims will result in recovery action or further potential enforcement action. Where there has been serious service failure the Housing Ombudsman or Local Government & Social Care Ombudsman may recommend a redress payment is paid by the Council to a tenant (or family) should the issue escalate to them.

7.0 Monitoring

All discretionary payments and goodwill gestures will be monitored quarterly and reported annually to Landlord Services Committee. All payments will be documented and evidenced and retained in line with the Councils data retention policy.

8.0 Review

This document will be reviewed and updated every 3 years or sooner if there are significant legislative changes or amendments to the Housing Ombudsman's complaint handling code and associated guidance.

(Appendix A)**Items that will not be considered under the Goodwill and discretionary Payment policy****Home loss/ disturbance payments**

Any payments will be covered by our Decant Policy in accordance with the Land Compensation Act 1973 and the Home Loss Payments (Prescribed Amounts) (England) Regulations 2023. Home loss payments may be made to tenants or owner-occupiers who have lived in their property for a minimum of 12 months and are required to move home permanently. This may be for example because of redevelopment or demolition of their home. Home loss payment is only payable where a displacement (move) is compulsory.

Disturbance payments may be made to secure tenants who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for reasonable moving costs. Disturbance payments cover 'reasonable expenses' incurred by the entitled person during moving and will be paid in accordance with the provisions of the Land and Compensation Act 1973

Tenant Improvements

If a secure tenancy is ending and improvements were completed by the tenant to the property after 1 April 1994 they may be entitled to compensation for those improvements/alterations. The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in "The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994" and can only be claimed at the end of the tenancy.

Right to repair

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, covers specific small, urgent repairs, known as 'Qualifying Repairs' which cost less than £250 and which, if not carried out within a short prescribed period of time, are likely to jeopardise the health and safety of the tenant. If repairs are not carried out within that time a tenant may be entitled to compensation.

Disrepair claim

- **Cases where the Council are in receipt of a Letter of Claim under the Pre-Action Protocol for Housing Conditions Claims (England)**

Insurance claims**Personal injury claims**