



# Compensation Policy.

A guide to the statutory and non-statutory compensation available to tenants.

**Belle Isle Tenant Management Organisation**

Aberfield Gate, Belle Isle, Leeds LS10 3QH

General Enquiries: 0113 378 2188 | Emergency: 0113 376 0410

## **All council tenants are entitled to compensation under legislation that covers:**

### **1. Right to Repair**

### **2. Right to Compensation for Improvements**

### **3. Home Loss and Disturbance Payments**

In addition to this BITMO as a tenant lead, customer driven organisation aims to work with tenants to create a safer stronger Belle Isle.

We aim to provide the best services possible, but we recognise that there are times when we do not get it right, and our customers suffer as a result.

When this occurs, we will consider a compensation or goodwill payment.

Goodwill gestures are discretionary and are not automatic, even where mistakes have been acknowledged. If we have made a mistake, we aim, as far as possible, to put the customer back in the position that they were before the failure occurred.

Claims for personal injury and damage to customers belongings are only accepted where there is evidence that BITMO were negligent in their actions.

Financial loss payments are made only where financial loss is clearly evidenced and where the tenant has taken all reasonable steps to limit the loss.



## 1. The Right to Repair

The Right to Repair gives tenants the right to claim compensation if small, urgent repairs that are likely to jeopardise their health and safety are not carried out twice within the specified timescales (usually 1 – 3 days). The nature of the repairs, the timescales for completion and the level of compensation are all specified by legislation. Eligible repairs include (but are not limited to):

- Only toilet not flushing
- Detached banister or handrail
- Loss of electricity, gas or water supply (when it is BITMO's fault)
- Leaking roof

## 2. The Right to Compensation for Improvements

Tenants may make improvements to their homes that may have added to the value of their property. Eligible "improvements" are listed in the legislation and include (but are not limited to):

- New bathroom or kitchen fittings
- Insulation of pipes, water tanks, loft, cavity wall
- Double glazing

The tenant must have sought BITMO's approval before making the improvement with the provision of 3 estimates from bona fide contractors. The claim for compensation must be made within 14 days of the end of the tenancy. The amount of compensation is not the same as the original amount paid for the work. Compensation is calculated based on:

- The value of the original BITMO supplied fitting removed (if relevant)
- The value of the new fixture installed
- The lifespan of the new fixture.

### 3. Home Loss and Disturbance Payments

**Home Loss payments** are made in recognition of the personal distress and inconvenience suffered by tenants who are required to move permanently from their homes. In order to qualify The tenant must have lived in the property for one year or more

**Disturbance payments** compensate for reasonable expenses incurred by moving home, either because of a permanent displacement (due to redevelopment) or a temporary displacement (due to refurbishment). There is no minimum period of tenure before a tenant is entitled to a disturbance payment.

### Circumstances in which we will NOT pay compensation

#### Active household contents insurance policy

We will not pay compensation in the circumstances when a household contents insurance policy would operate to compensate the householder for loss. For example where there is a leak, blockage flood or a fire that causes damage. This would be covered by an insurance policy if the tenant had one in place.

#### DIY repairs

We will not pay compensation where a tenant undertakes to carry out repair work themselves. In circumstances where they have requested that we carry out the work and we have failed to do so, we will only consider a request for compensation where the tenant has made a complaint through our complaints policy about our inaction, and has given us the opportunity to rectify the situation.

# Non-statutory compensation



## Circumstances in which we WILL pay compensation

We will pay compensation where the tenant has made a complaint about service failure, and the complaint is upheld, and there is clear evidence of financial loss to the tenant as a result of the service failure.

We will pay compensation where the cause of the loss is the negligence of BITMO, and the insurance policy that the tenant has in place carries an excess amount that should be paid by the policy holder.

## Goodwill gestures

We will consider goodwill gestures based on the estimated loss and inconvenience caused to the customer for which BITMO has been directly responsible. The following table gives some service areas for which we may consider making payments together with guidance for assessment and suggested levels of compensation. The suggested levels aim to ensure that payments are both consistent and fair, but considerations will always be made on a case-by-case basis and are subject to staff discretion.

# Reasons for Compensation



Reason	Conditions & Actions
Loss of amenities	<p>If BITMO's failure to complete a repair at the time of a new letting means that heating and hot water cannot be commissioned at tenancy commencement through no fault of the tenant, a rent free period can be considered until the property is habitable.</p>
Water supply	<p>When a tenant has a total loss of water supply as a result of failure or omission on the part of BITMO and the loss of supply continues for 2 consecutive days or more. BITMO will not pay if the problem is due to the water supplier.</p> <p><b>Compensation:</b> £5/day for total loss of water up to a maximum value of £50.</p>
Rooms	<p>Loss of the use of part of a property for a period beyond the time advised for the completion of the repair work. Only to be paid when the room is unusable due to on-going works (or failure to carry out a repair) and the tenant has not been moved to another property. Common reasons for a room becoming unusable include:</p> <ul style="list-style-type: none"><li>● No electricity in the room at all</li><li>● Severe damp</li><li>● Unsafe floor</li><li>● Collapsed or unsafe ceiling</li></ul> <p><b>Compensation:</b> Compensation is offered for the period beyond the notified repair date, as a proportion of the weekly rent:</p> <ul style="list-style-type: none"><li>● Kitchen 20%</li><li>● Bathroom (no toilet available) 30%</li><li>● Bathroom (but another toilet available) 10%</li><li>● Main living room 20%</li><li>● Bedroom (1 or more) 15%</li></ul>

# Reasons for Compensation (continued)



Reason	Conditions & Actions
Damage to property	<p>The tenant claims their belongings were damaged or lost because of BITMO's action / inaction. The tenant must be visited as soon as possible after the alleged loss occurred to assess the damage incurred. Damaged goods must be available to view. The case should be referred to BITMO's insurers immediately if it is a complex case that may also involve a tenant's health and/or the damage is likely to be more than £500. It is for BITMO's insurance company to assess liability. However, if the damage is small and it is clear that BITMO did cause the damage/loss, an appropriate offer below the value of £500 can be made. The payment must be paid as a "without prejudice" discretionary payment and signed documentation must be obtained from the tenant before the payment is made. Note: Claims against contractors will be referred to the contractor for resolution – BITMO may choose to pay the customer and seek reimbursement from the contractor.</p>
Personal injury	<p>Any claim of personal injury / impact on health MUST be handled by our insurance company. Personal injury claims MUST NOT be handled under the compensation or complaints policies and procedures. All such claims must be passed on to Finance who will pass on the details to our insurers.</p>
Other	<p>When the customer has not had a quantifiable loss but has suffered from distress, anxiety, frustration, inconvenience, time and trouble, etc. as a result of BITMO's service failure or omission.</p> <p><b>Compensation:</b> A small token such as a bunch of flowers or box of chocolates or a food shopping voucher up to the value of £10. For events that have resulted in distress over an extended period, consider payments of up to £10/month to a maximum of £50.</p>

**please request a claim form via the contact details  
on the back cover of this leaflet.**



## Building a better future for Belle Isle.

For more information and support, contact us by:

### Telephone Enquiry

(including repairs and all BITMO services):

**0800 389 5503**

**0113 378 2188**

Out of hours emergency service:

**0113 376 0410**

### Email

**[bitmo.enquiries@belleisletmo.co.uk](mailto:bitmo.enquiries@belleisletmo.co.uk)**

Working in partnership with:



## Belle Isle Tenant Management Organisation

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Registered with the Financial Conduct Authority: Number 29817R