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	<ul style="list-style-type: none"><li>• Compensation for improvements is set out in the Improvements Permission and Compensation Policy</li></ul>	
2.	<b>For what will we compensate people?</b>	
2.1.	It has to be emphasised that the Co-op's answer to the question "can you give me some compensation?" will usually be "No". This is because we feel it is much more important to spend our small supply of repairs money on the houses and flats and not on compensating the tenants.	
2.2.	Where there is a likelihood of a successful legal claim being actually made against the Co-op, and that Claim would involve a judgement for compensatory damages. The Co-op may choose (with or without legal advice) that payment of compensation would be cheaper and less risky than taking the issue to court (unless a an issue of principle is involved) Legal advice will normally be sought in such circumstances, and where insurance cover is involved, we will usually obtain and act on the advice of our insurers.	
2.3.	Where it is felt that <ul style="list-style-type: none"><li>• the Co-operative or its contractors have caused financial loss, very severe inconvenience, or very severe distress to a tenant, <b>AND</b></li><li>• The loss,distress etc. has been directly caused by the Co-operative's or its contractors' failure to do something which it had a duty to do for the tenant, <b>AND</b></li><li>• That failure (or poor performance) was due to negligence. (This means that taking into account the surrounding circumstances, it would be reasonable to expect the Co-op to have done things substantially differently and this would have avoided the loss etc.)</li></ul>	
3.	<b>How much compensation do we pay?</b>	
3.1.	In cases where there is a liklihood of legal action we will make up our mind governed by legal advice and the advice of our insurers (if they are involved). The balance of risk will be considered and also the Co-op's idea of what is fair and just.	
3.2.	In other circumstances there will normally be a limit of £50 compensation which will be paid only in the most serious cases. Below is a rough guideline tarrif: <ul style="list-style-type: none"><li>• 1 or 2 missed appointments £0</li><li>• 3 or more missed appointments on one job or in one month £25</li><li>• No heating or hot water in winter for over 2 weeks £25</li><li>• Ditto per additional week (subject to £50 maximum) £5</li><li>• No useable bath as above</li><li>• Loss of use of a room for over 3 weeks see below</li></ul> Time runs from the next working day after the repair was first <u>reported</u> . Proof of whether a tenant was available to allow access to a flat where there is a dispute between the contractor and the tenant will be decided on balance of probabilities. To calculate room loss payments take the number of unusable rooms,divide by the total number of rooms in the house/flat (this includes all rooms), and	

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	<p>multiply by the weekly rent. This starts accumulating after the 4<sup>th</sup> week of it being unusable.</p> <p>Where 2 or more of the above tariff apply, the overriding maximum will normally still be only £50 for any claim by any tenant.</p> <p>If provable loss of valuable property has resulted from the Co-op's negligent action or omission, then the Co-op will normally compensate to the full amount of the value of the property less its depreciation through age etc.</p> <p>The Committee may award more than the maximum in exceptional circumstances, and entirely within their discretion. This maximum may be updated with inflation.</p>	
<b>4.</b>	<b>How do you claim?</b>	
4.I.	Write a letter to the manager, housing officer, maintenance officer or the HM&M giving details of what has happened, why you think that things could have been done better, and what distress or loss you have been caused. You should get a reply to your letter. If you wish the matter to be put to the HM&M, It will be considered at the next meeting along with a reply which has been sent to you. You are advised to be present at that meeting to put your case, but you do not have to be present. You will then be informed of the decision of the HM&M.	
<b>5.</b>	<b>What if I disagree with the decision or the amount that I am offered?</b>	
5.I.	You may appeal against the decision of the HM&M to the Committee. The facts of the case will be taken as presented and decided by the HM&M. The committee may, on appeal, increase or reduce an award made by the HM&M.	
<b>6.</b>	<b>Miscellaneous</b>	
6.I.	The compensation policy should be brought to the attention of our contractors, and they should be advised that they will be expected to meet compensation claims which are caused by their negligence or poor performance. A clause referring to this should be inserted in our maintenance contracts.	
6.2.	The Co-op will, wherever possible, attempt to recharge contractors for money paid to tenants as compensation for poor performance, where the poor performance was partly or mainly the fault of the contractor. It must be decided whether it is worth pursuing if the contractor is refusing to pay. Persistent refusal to pay compensation may be grounds for removal from the contractors list. It must be realised that work for the Co-operative will ideally be "low margin" work for a contractor, and that too many payments of compensation could render work uneconomic.	
6.3.	If anyone is awarded compensation by the Co-op, that money will be used to reduce rent arrears or any other debt owed by the tenant to the Co-operative before it is paid direct to the Tenant.	

	<h1 style="text-align: center;">Brockley Tenants' Co-operative Ltd.</h1> <h2 style="text-align: center;">Compensation Policy</h2>	Approved 21/7/03 For Revision 2006
<b>I.</b>	<b>General Principles of Compensation</b>	
I.1.	<p>The Co-op is forbidden by law (with certain specified exceptions) from giving money or valuable goods to its members, committee members or employees unless it has a legal obligation to do so (or the benefit given is a mere token). (Schedule I to the 1996 Housing Act, and Housing Corporation determinations and guidance, currently Payments and Benefits, General Determination 2000 and described in Good Practice Note "Maintaing Standards of Probity" Sept. 2002). Compensation can therefore only be awarded where there is likely to be a legal right to claim compensation.</p>	
I.2.	<ul style="list-style-type: none"> <li>• The Co-op aims to set high standards of service to its tenant members, and continuously to improve these standards.</li> <li>• We recognise that our tenant/members can suffer distress and severe inconvenience where we fail to provide a good service.</li> <li>• We are encouraged by the Housing Corporation to have a policy for compensating tenants who suffer as a result of our poor performance</li> </ul>	
I.3.	<ul style="list-style-type: none"> <li>• There are some very limited legal rights of tenants for compensation for some types of urgent repair work which has not been done within time limits.</li> <li>• There are contractual rights to compensation for breach of tenancy agreement which may allow inconvenience and distress to be claimed as a damages</li> <li>• The Co-op is a member of the Housing Association Ombudsman Scheme. Where a complaint has been fully investigated by our procedures, the Ombudsman may investigate and may award compensation.</li> </ul> <p>This policy does not seek to take away the right of any tenant to claim under these provisions..</p>	
I.4.	<p>The Co-operative operates on a a restricted budget. We would prefer to spend our money on improving properties for the tenant/members rather than paying out compensation.</p> <p>We wish to make compensation</p> <ul style="list-style-type: none"> <li>• Economical with funds</li> <li>• Fair, Proportionate and Consistent</li> <li>• Within the law and good practice</li> </ul>	
I.5.	<p>This policy is concerned with rights of compensation for Tenants and outside members of the public.</p> <ul style="list-style-type: none"> <li>• Compensation to staff is dealt with in the Staff Handbook.</li> <li>• Compensation claims by Contractors and Suppliers will be a matter of assessing risks, duties and any moral considerations and making a decision at the correct level for the claim.</li> </ul>	