

# Complaints and Remedy Policy 2024 - 2027

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## 1. Policy aims

1.1 Derby Homes aims to provide services that meet customer needs, both in terms of appropriateness and quality. If something goes wrong, we want to be able to resolve complaints at the earliest available opportunity and learn lessons to help improve our services.

1.2 We are committed to making the process of complaining as simple and straight forward as possible in line with the Housing Ombudsman's complaint handling code.

1.3 We want customers to be able to raise a complaint so we can respond, put things right in a fair and timely manner and learn from their complaint.

1.4 We do not view high volumes of complaints as a negative. We also analyse areas where there are low volumes of complaints to ensure individuals can complain.

1.5 We publicise this policy on our website, social media, Derby Homes News and other regular communications.

## 2. Statutory/Regulatory requirements

2.1 This policy is directly aligned with both the Housing Ombudsman and the Local Government and Social Care Ombudsman's Complaint Handling Codes.

2.2 This policy is also in line with relevant legislation and regulation such as:

- The Localism Act 2011,
- Housing Act 1996 (schedule 2),
- General Data Protection Act 2018,
- Equality Act 2010,
- The Regulator of Social Housing's Consumer Standards,
- Building Safety Act 2022.

### **Building Safety**

2.3 As part of the Building Safety Act 2022, we consider complaints from our high-rise property, Rivermead House, in accordance with the Ombudsman's ~~complaints handling code~~ Complaints Handling Code. We have an Accountable Person and a Principal Accountable Person at Derby Homes and Derby City Council specifically for this property as part of the Building Safety Act 2022.

2.4 We monitor complaints from Rivermead House within the complaints process to ensure we create a voice for residents and understand if there are any building safety concerns. If residents are not happy with how their complaint was handled specifically for building safety, Derby Homes will inform the

customer of how to contact the Building Safety Regulator. Further details of this are outlined in Section 11 of this Policy.

### 3. What is the difference between a complaint and a service request?

3.1A complaint is defined by the handling code as:

*“an expression of dissatisfaction, however made, about the standard of service, actions, or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.”*

A customer does not have to use the word ‘complaint’ for it to be treated as such. When a customer expresses dissatisfaction, we will consider utilising the Complaints Procedure.

3.2 When we are reviewing complaints that are related to concerns from residents regarding building safety, or how we have responded to these concerns, a relevant complaint could include:

- a) a building safety risk, or
- b) the performance by Derby Homes under regulations made under the Building Safety Act

3.3 There may be times when we are unaware of an issue, and it is the first time a customer has reported it to us. This is called a service request, which is defined as:

*“a request from a resident, to the landlord, requiring action to be taken to put something right.”*

This might be a first request for service, advice, or a missed appointment. It may be a request for us to explain a policy or decision. A service request is not a complaint, but we do record and monitor these. We will make it clear to the customer that their enquiry has been addressed as a service request and not a complaint, for clarity and to give them the opportunity to respond.

3.4 If a customer expresses dissatisfaction with the response to their service request, this will then enter the complaints process.

### 4. Who can make a complaint?

4.1 The policy applies to anyone who receives or requests a service from Derby Homes. This can include:

- current tenants
- leaseholders
- people making a housing application
- a former tenant
- a non-resident
- a number of people, such as a group complaint
- From an advocate on behalf of a customer with their permission.

4.2A complaint that is submitted through a third party or representative will be handled in line with the Derby Homes complaints policy.

4.3A group complaint is a complaint that has been submitted by residents from more than one property. A lead complainant will need to be established by the group making the complaint. Names and addresses of all members of the group complaint will be needed to show that permission has been gained, and they want to be part of the group making the complaint.

54.4 We will only communicate with the lead complainant. The lead complainant will then be able to share information with other residents and ~~individuals~~ individuals who are part of the group.

~~5.14.5~~ If it appears that the individuals involved are raising different issues, or the circumstances vary although the issue may be similar, it may be more appropriate to deal with matters as separate complaints.

## 5. How to make a complaint

5.1 Customers can contact Derby Homes to make a complaint in the most convenient way for them:

In person	Through talking to a member of staff.
By emailing:	housing.complaints@derbyhomes.org
By writing to:	The Complaints and Feedback Team, 839 London Rd, Derby, DE24 8UZ
By the website:	www.derbyhomes.org
By the online self-service portal:	www.my.derbyhomes.org
By telephone:	01332 888777
By social media:	Through any of our active social media accounts

If you raise a complaint through social media, we will send you a message to ask for more information ~~;~~ before considering the complaints process.

5.2 When reporting a complaint, we may ask you:

- What the problem is and what action you think should be taken to resolve it,

- If you need any assistance to raise your complaint,
- If you have any reasonable adjustments that you wish us to consider as part of this complaint,
- Your name, address, email and contact number,
- The best way to communicate with you.

## 6. Who handles the complaints process?

6.1 We aim to resolve complaints at the earliest opportunity. We recognise that every complaint is different and will require individual investigation. We will maintain our commitment to fairness, transparency and consistency during the process.

~~6~~ 6.2 We have a ~~core~~ dedicated Complaint and Feedback team responsible for handling complaints, who have the authority and autonomy to act ~~to~~ and resolve complaints quickly and fairly.

The team are responsible for the complaint handling process, including liaison with the relevant Ombudsman and reporting complaints to our relevant governing body (Derby City Council).

~~6.1 The team report on complaint handling performance, which is detailed more in section 12. The team prioritise complaint handling and influence a culture of learning from complaints across the organisation.~~

~~6.2 The team oversee training on the importance of effective complaint handling across Derby Homes.~~

All complaints that are received, including complaints about contractors, are handled by Derby Homes' complaints team.

~~6.3 The team report on complaint handling performance, which is detailed more in section 12.~~

~~6.4 The team prioritise complaint handling and influence a culture of learning from complaints across the organisation.~~

~~7~~ 6.5 At each stage of the complaints process, the complaints team will:

- deal with complaints on their merits, act independently, and have an open mind;
- give the resident a fair chance to set out their position;
- take measures to address any actual or perceived conflict of interest; and consider all relevant information and evidence carefully.

6.6 There ~~are~~ may be times when complaints are not isolated to one service area. ~~There may be times, or~~ when several services ~~have been included and are~~ involved. The centralised complaints team will coordinate the gathering of specialist information from all departments involved.

~~6.7 Where~~ a concern ~~involvesrelates to~~ both Derby City Council and Derby Homes ~~teams. When this occursservices~~, the complaint will be handled by the ~~company fororganisation~~ which ~~is accountable for~~ the majority of the complaint ~~is accountable. Where. For example, where~~ there is a larger proportion of dissatisfaction with Derby City Council ~~services~~, the Council will coordinate the response. Where the majority of the complaint is ~~about services delivered by~~ Derby Homes, this will be handled in line with Derby Homes' complaints policy and investigated by Derby Homes' Complaints and Feedback team. The investigation will gather information from the affected customer and all services involved,~~in order~~ to resolve the complaint

## 7. The Complaints Process

~~7.1~~ Our complaints process has two stages, in line with the Complaint Handling Code 2024.

### Stage ~~4~~one complaints

~~7~~ ~~7.2~~ We aim to resolve all complaints at this stage. ~~Most stage 1 complaints can be resolved quickly with an explanation, apology or resolution provided to the customer.~~

~~8~~ ~~7.3~~ The timescales once a complaint has been made are:

<b>Acknowledgement</b>	5 working days
<b>Full response</b>	10 working days after the complaint <del>acknowledgment letter</del> has been <del>acknowledgedsent</del>
<del>Potential extension (with reasoning)</del> <b>Stage one extensions</b>	<del>No more than</del> 10 working days <del>without good reason</del>

7.4- Our complaints team will contact the customer to discuss the complaint to:

- ~~a.~~ clarify any aspects of the complaint they are unclear about,
- ~~b.~~ understand the outcomes the customer is seeking,
- ~~c.~~ give a customer the opportunity to tell us more information,
- ~~d.~~ confirm any elements Derby Homes are not responsible for and direct the customer to alternative routes for those elements, such as enquiries or appeals,
- ~~e.~~ ask if the customer has any support needs to help identify any reasonable adjustments that may be required.

f. Where we are unable to ~~make~~ contact ~~with~~ the customer, we will conduct a desk top review and investigate the complaint on the information available before sending a full response to the customer.

7.5 We will acknowledge the case in writing, outlining our understanding of the complaint and confirming the deadline for response. The customer is given the opportunity to contact us if we have misunderstood the complaint, or they have further information or evidence.

7.6 Where customers raise additional complaints during the investigation, these are incorporated into the stage 4one response if they are related, and the stage 4one response has not been issued. Where the stage 4one response has been issued, or the new issues are unrelated to the complaint already being investigated, or it would unreasonably delay the response, the new issues are logged as a new complaint.

7.7 The ~~Team~~ team will investigate our records, and work with relevant services to gather all the information to investigate the complaint.

7.8 Before the complaint response is sent to a customer, the Complaints Team will contact ~~the customer~~ them to discuss the outcome of their investigation. A full response will be sent to the customer after this conversation. Where we have been unable to talk to the customer, (for example if the customer expresses a preference not to be telephoned), a response letter will be sent.

7.9 We will confirm the following in writing at the completion of stage 4one:

~~a.~~ a. the complaint stage;

~~b.~~ b. the complaint definition;

~~c.~~ c. the decision on the complaint, including which aspects are upheld and not upheld; ~~;~~ If any aspect is upheld, then the complaint is recorded as upheld upon closure ~~;~~

~~b.~~ b. the reasons for any decisions made;

~~e.~~ e. the details of any remedy offered to put things right;

~~f.~~ f. details of any outstanding actions and a contact point for this, if applicable;

~~d.~~ d. ~~We address~~ all points raised in the complaint definition ~~and provide will be addressed, with~~ clear reasons given for any decisions made, referencing the relevant policy, law and good practice where appropriate ~~;~~

~~e.~~ e. details of how to escalate the matter to stage 2two if the customer is not satisfied with the response, and ~~;~~

~~f.~~ f. details of how to escalate the matter to the relevant Ombudsman Service if the customer remains dissatisfied or is seeking assistance or advice.

7.10 A complaint response is sent to customer when the answer to the complaint is known, not when the outstanding actions required to address the issue are

completed. Outstanding actions are tracked and actioned promptly, with appropriate updates provided to the customer by the relevant department.

7.11 If the customer is not satisfied with the response given at stage ~~4one~~, they can ask for this to be reviewed by escalating their complaint to the stage ~~2~~, ~~this is referred to as a stage 2 complaint~~two.

### Stage two complaints

7.12 Customers do not have to explain their reasons for requesting a stage two complaint, they just need to inform us that they remain dissatisfied. Derby Homes will make reasonable efforts to understand why the customer remains dissatisfied as part of the stage two complaint review.

7.13 Stage two is the final response from Derby Homes.

7.14 The person considering the complaint at stage two is never the same person that considered the complaint at stage ~~4one~~, to ensure impartiality.

7.15 The timescales once a complaint has been made are:

<b>Acknowledgement</b>	5 working days
<b>Full response</b>	20 working days after the complaint <u>acknowledgment letter</u> has been <u>acknowledged</u> sent
<del>Potential extension (with reasoning)</del> <b>Stage two extensions</b>	<u>No more than</u> 20 working days <u>without good reason</u>

7.16 On receipt of the escalation request, the investigating officer will contact the customer to discuss the stage two complaint to:

- clarify any aspects of the complaint they are unclear about,
- understand the outcomes the customer is seeking,
- give a customer the opportunity to tell us more information,
- confirm any elements Derby Homes are not responsible for and direct the customer to alternative routes for those elements, such as enquiries or appeals,
- ask if the customer has any support needs to help identify any reasonable adjustments that may be required.

7.17 The stage two complaint must be requested within 12 months of the stage ~~4one~~ resolution. Discretion may be applied where there is good reason to consider a complaint out of this timescale.

7.18 We will confirm the following in writing at the completion of stage two investigation:

- a. the complaint stage;
- b. the complaint definition;

- c. the decision on the complaint including which aspects are upheld and not upheld;
- e. the reasons for any decisions made;
- d. the details of any remedy offered to put things right;
- f. details of any outstanding actions and a contact point for this, if applicable;
- e. ~~We address~~ all points raised in the complaint definition ~~and provide will be~~ addressed, with clear reasons given for any decisions made, referencing the relevant policy, law and good practice where appropriate,
- f. details of how to escalate the matter to the relevant Ombudsman Service if the customer remains dissatisfied or is seeking assistance or advice.

7.19 A complaint response is sent to a customer when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions are tracked and actioned promptly with appropriate updates provided to the customer by the relevant department.

## Extensions

7.20 Derby Homes will decide whether an extension to ~~complaints~~ a complaint's timescales is needed when considering the complexity of the complaint. We will ~~then~~ inform and agree with the customer the expected timescale for response in line with the table below. ~~Suitable~~ We will consider suitable intervals for keeping ~~them~~ the customer informed about their complaint in the interim ~~should be considered~~.

Stage <del>1</del> <u>one</u> extensions	No more than 10 <u>working</u> days without good reason
Stage <del>2</del> <u>two</u> extensions	No more than 20 <u>working</u> days without good reason

7.21 ~~For all~~ All extensions, ~~confirmation~~ will ~~also~~ be ~~sent~~ confirmed to customers in writing, including the reasons for the delay and the new, agreed ~~new~~ response date. ~~At this stage, the relevant ombudsman details are provided.~~

7.22 Any extensions are in line with the “comply or explain” principles set out in the Code and clearly communicated to the complainant.

## 8. Exclusions and timeframes

8.1 A complaint must be made within 12 months of the issue occurring, or the customer becoming aware of the issue. Discretion may be applied where there is good reason to consider a complaint out of this timescale.

8.2 If we decide not to accept a complaint, this will be explained to the customer along with contact details for the relevant Ombudsman. Each complaint is reviewed on its own merit.

8.3 There are ~~circumstances~~ in which a matter will not be considered as a complaint. These include:

- Anonymous complaints~~-~~<sub>1</sub>
- A report of Anti-Social Behaviour<sub>1</sub>
- A request for service, such as the first report of a repair issue, a request for information, or explanation of our policies (see section 3~~)~~<sub>1</sub>
- A complaint that has already been fully investigated in line with this policy~~-~~<sub>1</sub>
- Cases that have been, ~~or should be,~~ referred to the insurance company~~-~~<sub>1</sub>
  
- Concerns where legal action instructed by Derby Homes has commenced, such as ~~regarding Anti-Social Behaviour for a tenancy breach or anti-social behaviour,~~
- Concerns where legal action against Derby Homes has been filed ~~for~~ heard in court and ~~not~~ or settled<sub>1</sub>. *However, ~~prior to this~~ in instances of disrepair cases, both Derby Homes and customers have the right for their concerns to be considered within the complaints process, as part of the pre-action protocol*~~-~~<sub>1</sub>
- Complaints from people with whom we have no relationship or obligation to provide a service, or where the issue is not within the control or remit of the organisation<sub>1</sub>
- Personal injury claims<sub>1</sub>
  
- Disagreement with a decision for which there is a dedicated appeals process~~-~~<sub>1</sub>
- Where the issue occurred more ~~than~~<sub>1</sub> 12 months ago<sub>1</sub>

8.4 Requests from Members of Parliament and Councillors will be addressed as part of a separate policy. Where it is clear the request relates to a complaint, we will contact the customer and ask if they wish this to be considered as an official complaint alongside the enquiry.

## 9. Equity and diversity

9.1 We believe in treating everyone fairly and with respect. We value diversity and are committed to equitable access of our services. Our ~~2~~<sub>1</sub>-two-stage complaints process is in line with statutory regulation to maximise fairness and opportunity to give us feedback and promote learning.

9.2 This policy is aligned with the following Derby Homes policies:

- Equity, Diversity and Inclusion Strategy<sub>1</sub>
- Reasonable Adjustment Policy<sub>1</sub>
- Advocacy and Authority to Act Policy<sub>1</sub>

9.3 We take account of the complexity of the complaint and whether the customer is vulnerable or at risk when reviewing a complaint.

9.4 As part of our process, ~~we ask~~ at both stage ~~1~~one and stage ~~2~~two acknowledgments, we may ask if a customer has any support needs to help us identify any reasonable adjustments that may be required in the handling of the complaint. All complaints are then handled based on their individual need. We keep a record of any agreed reasonable adjustments and keep these under review during the complaints process. As part of this process, we may also ask you customers to complete an 'About YouYou' survey to ensure we are capturing you all of their support ~~-~~needs correctly.

## 10. Managing unacceptable behaviour

10.1 In a small number of cases, the actions of individuals may become unacceptable because they involve the abuse of our employees, attempts to circumvent our processes, or make excessive demands on resources.

10.2 Derby Homes reserves the right to manage and support a customer's contact in circumstances where their behaviour meets the definition of our Unacceptable Customer Behaviour Policy. This will be proportionate and in line with the Equality Act 2010.

## 11. Ombudsman services

11.1 Customers have the right to access Ombudsman services at any time during our complaints process. ~~The Ombudsmen~~An Ombudsman can provide advice and guidance to support the early and local resolution of a case at any point in proceedings. We promote access to the Ombudsman services at every stage of our complaints process. ~~Ombudsmen may formally consider a complaint once it has exhausted the landlord's Complaint Process.~~

11.2 Ombudsmen may formally consider a complaint once it has exhausted the landlord's complaint process. When things go wrong, they can make orders and recommendations to put things right or to improve service failure.~~The ombudsmen~~ Their services are free, independent, and impartial.

11.3 Different Ombudsmen oversee different types of complaints, so it's important to check which ~~ombudsman~~Ombudsman is right for a complaint. Detailed information can be found on ~~the our~~ website ~~below~~ or we have written a summary for each ~~ombudsman~~Ombudsman below.

### The Housing Ombudsman

11.34 The Housing Ombudsman considers complaints about housing associations and local housing authorities. ~~This can include leaseholder services, moving to a property, rent and service charges, occupancy rights, property conditions, tenant behaviour, estate management, complaint handling and compensation. They look at complaints from social housing residents about their landlords' actions and provision of housing management.~~

The contact details for the Housing Ombudsman service are:

<b>Online complaint form:</b>	www.housing-ombudsman.org.uk/residents/make-a-complaint/
<b>Phone:</b>	0300 111 3000
<b>Email:</b>	info@housing-ombudsman.org.uk
<b>Postal address:</b>	Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET

~~11.4 The Housing Ombudsman Service is set up by law to look at complaints about housing organisations. The service is free, independent, and impartial.~~

~~The Housing Ombudsman has the power to consider complaints and decide what is 'fair in all circumstances of the case'.~~

~~When things go wrong, they can make orders and recommendations to put things right or to improve service failure.~~

## Local Government and Social Care Ombudsman Service

11.5 The Local Government and Social Care Ombudsman considers complaints about local authorities' wider activities, for example in discharging their statutory duties in homelessness. This includes housing allocations, homelessness, general housing advice, housing benefit, housing improvement grants and adult social care.

~~11.6 If you have been through all stages of our complaints procedure and are still unhappy, you can ask the Local Government and Social Care Ombudsman to review your complaint.~~

~~When things go wrong, they can make orders and recommendations to put things right or to improve service failure. The service is free, independent, and impartial.~~

The contact details for the Local Government and Social Care Ombudsman are:

<b>Online complaint form:</b>	https://complaints.lgo.org.uk/complaint-form/
<b>Phone:</b>	0300 061 0614

<b>Postal address:</b>	Local Government and Social Care Ombudsman PO Box 4771 Coventry CV4 0EH
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## Building Safety Regulator

11.76 For customers that live in a high-rise building (such as Rivermead House) who remain dissatisfied with the services about building safety Derby Homes provide, contact can be made directly to the Building Safety Regulator at any time during our complaints process. This can include complaints about:

- ~~issues~~Issues in a high-rise residential building that could lead to fire spreading<sub>1</sub>
- ~~issues~~Issues in a high-rise residential building that could lead to part or all of the building collapsing<sub>1</sub>
- ~~issues~~Issues with fire safety or structural integrity in a high-rise residential building that is being designed, built or renovated<sub>1</sub>
- ~~people~~People and organisations the regulator oversees, for example building inspectors and people accountable for safety in a building<sub>1</sub>
- The Building Safety Regulator itself.

The details for the Building Safety Regulator are:

<b>Online complaint form:</b>	<a href="https://www.gov.uk/guidance/contact-the-building-safety-regulator">https://www.gov.uk/guidance/contact-the-building-safety-regulator</a>
<b>Phone:</b>	0300 790 6787
<b>Email:</b>	<a href="mailto:enquiries@hse.gov.uk">enquiries@hse.gov.uk</a>
<b>Postal address:</b>	The Building Safety Regulator, The Health and Safety Executive Redgrave Court Merton Road Bootle Liverpool L20 7HS

## 12. Monitoring and reporting complaints

12.1 In order to monitor our complaints we keep the following information:

- We keep a full record of the complaint,
- the outcomes at each stage. This includes the original complaint<sub>1</sub> and the date received,
- any extensions to timescales<sub>1</sub>
- all correspondence with the individual<sub>1</sub>
- correspondence with other parties<sub>1</sub> and

- any relevant supporting documentation such as reports or surveys.

12.2 Any outstanding repairs or promised actions which are discussed with the customer are documented on a tracker by the Complaints and Feedback team, and monitored and progressed by the relevant department. Customers are given regular updates as agreed with the department.

12.3 We have systems in place to ensure that a complaint can be remedied at any stage of our complaints process.

12.4 Complaints are recorded on our system as either 'Upheld' or 'Not upheld'.

12.5 A stage 2two complaint will be upheld if we recognise service failures which have not been recognised or adequately remedied at stage 4one. If no further failures in service are found at stage 2two (than those reasonably remedied and redressed at stage 1 (if applicableone)), then the stage 2two complaint will be not upheld ~~(whether or not the case was upheld at stage 1).~~

12.6 We will produce an annual complaints performance and service improvement report for scrutiny and challenge, which includes:

- a) the annual self-assessment against this Code to ensure our complaint handling policy remains in line with its requirements-i
- b) a qualitative and quantitative analysis of our complaint handling performance. This includes a summary of the types of complaints we have refused to accept;
- c) any findings of non-compliance with the Code;
- d) the service improvements made as a result of the learning from complaints;
- e) our performance in relation to Ombudsman's determinations; ~~and~~
- f) any other relevant reports or publications from the Ombudsman's Ombudsmen, and;
- g) Derby City Council's response to the annual report.

12.7 Our annual complaints performance and service improvement report is reported to Derby City Council, Derby Homes Board, Operational Committee and published to customers.

## 13. Learning from Complaints

13.1 Customer satisfaction is very important to us, and we use customer feedback, including leaning from complaints to shape improvements to our services.

13.2 Our annual report includes details of our complaints performance and how we have improved services in line with learning from complaints.

13.3 Derby Homes have a Lesson's Learned framework for learning from complaints. We look beyond the circumstances of the individual complaint and consider whether any service improvements should be made as a result of any learning. We use complaints as a source of intelligence to identify issues and introduce positive changes in service delivery.

13.4 We report back on wider learning and improvements from complaints in an annual report and more frequently through our governance framework such as Derby Homes' Board and Operational Committee.

13.5 A suitably senior executive oversees our complaint handling performance. They assess any themes or trends to identify potential systemic issues, serious risks or policies and procedures that require revision.

13.6 Within Derby Homes our ~~complaints policy~~Complaints Policy is overseen by:

- Derby City Council Strategic Partnership Board<sub>1</sub>
- Derby Homes Board<sub>1</sub>
- Operational Committee<sub>1</sub>
- Managing Director<sub>-1</sub>
- Finance Director and Company Secretary<sub>1</sub>
- Head of Quality and Consumer Regulation<sub>1</sub>

13.7 As part of this oversight, Derby Homes also has a Member Responsible for Complaints who is part of the Board.

~~13.8~~13.8 In addition to the Member Responsible, Derby Homes has a Board member position of a Complaints and Customer Services Champion. The Complaints~~complaints~~ process directly ~~related~~relates to our Strategic Objective~~first strategic objective~~:

*'Service that puts our customers first'.*

## 14. Remedy and redress

14.1 We are committed to providing a high-quality service,~~-~~ however there may be occasions when our service fails or falls below our standards. When this happens, we look at each case individually to identify what action is needed to put it right. We carry out a fair and impartial assessment which seeks to resolve the complaint. As part of the investigation, we will provide fair and proportionate remedies which are appropriate to the circumstances of the complaint. This policy is aligned with the Housing Ombudsman guidance on appropriate remedies.

14.2 ~~Remedies~~Remedy and redress can be agreed without the customer submitting a complaint; however this ~~will~~may be logged formally in the complaints process to accurately monitor dissatisfaction.

14.3 This policy provides a framework for considering the most appropriate remedies and redress; however discretion can be used considering the individual circumstances of a particular case.

14.4 Questions that may help us to decide ~~what is~~ an appropriate remedy ~~to a complaint~~ includes (but are not limited to) the following:

- What is the customer seeking as a resolution to their complaint?
- Has the customer been adversely affected by Derby Homes actions or omissions? If so, how and over what period ~~of time~~?
- Does the customer or their ~~family~~household have any attributes which meant that they were more adversely affected?
- Were there any other circumstances which meant that the ~~circumstances~~nature of the complaint ~~were~~was more detrimental to ~~this particular~~the customer?
- Is it possible to restore the customer to the position they would have been in? ~~before the issue giving rise to the complaint?~~ If not, what ~~remedies are needed~~could we do to put matters right for the customer?
- Is there an actual, quantifiable financial loss ~~— for?~~ For example, has the customer incurred costs ~~as a result~~because of what happened, or not received payments that they should have?
- What remedy would be proportionate, appropriate and reasonable in the circumstances of the case?

## What is a remedy?

14.5 A remedy is ~~the means by which~~how we put things right after something has gone wrong. There are ~~a number of~~several measures that can be considered to put things right for the complainant, which may include:

- Making an apology and giving an explanation,
- Taking action~~Financial~~action,
- Financial redress if the complainant has suffered a clear and definable financial loss or out of pocket expenses.

14.6 The remedies that we ~~set out~~propose should, as far as possible, put a customer back in the position they would have been in had the issue that had been identified not occurred. Where this is not possible, we will consider whether another remedy is appropriate.

This section sets out more details of these types of remedies.

## Apology and explanation

14.7 In some circumstances an apology is all that is required. An apology can be made in writing or in person to the customer. The most appropriate form and method of communicating an apology will depend on the circumstances of the case. An apology should:

- acknowledge what went wrong or service failure<sub>1</sub>
- accept responsibility for it<sub>1</sub>
- explain clearly why it happened<sub>1</sub>
- ~~express~~ express sincere regret<sub>1</sub>

where appropriate, include assurances that the same issue should not occur again and set out what steps have been taken to ensure this<sub>1</sub>.

- ~~Take~~ Identify where any learning will inform future service delivery to avoid an issue happening again (see section 13)).

We utilise the Housing Ombudsman's 'Apologies ~~Guidance~~Guidance' for best practice:

~~<https://www.housing-ombudsman.org.uk/centre-for-learning/key-topics/our-orders/apologies-guidance/>~~<https://www.housing-ombudsman.org.uk/centre-for-learning/key-topics/our-orders/apologies-guidance/>

If there is no service failure identified, we may still apologise for the situation without accepting fault, as recognition of the impact a customer has felt, depending on the circumstances.

## Taking action

14.8 We always consider whether there is some practical action which would provide all or part of a suitable remedy. The action identified may require that we:

- ~~Carry out the service or repair required quickly and efficiently~~<sub>1</sub>
- Reconsider or change a decision<sub>1</sub>
- ~~Amend a record~~or add, make a correction or addendum<sub>1</sub>
- Change our practice, policy or procedure as part of lesson's learned<sub>1</sub>
- Take individual or group employee action, training or development (although we may not divulge full details of ~~employee action~~this to the complainant, for data protection reasons))<sub>1</sub>
- Perform ~~for~~ do not perform any contractual or other obligations existing between us and the customer<sub>1</sub>
- Exercise ~~for~~ do not exercise any rights existing between us and the customer<sub>1</sub>
- Undertake ~~for~~ refrain from undertaking works, for example to repair a property<sub>1</sub>

- ~~take~~Take such other reasonable steps to put things right as are within our legal powers, and are reflective of the impact on the customer.

14.9 In some cases, such as complex ongoing works, we ~~cannot~~may be unable to specify exactly what actions should happen and give specific timescales for ~~these, as these~~them. These actions will depend on the unknown outcome to preceding actions. In such circumstances, we would set out a remedy that we will arrange for a further inspection or seek specialist advice within a specified timeframe and then set out a schedule of works and any further communications.

## Financial redress

14.10 Sometimes there is a need for additional measures to be considered to put things right. In some circumstances, it may be appropriate to consider a redress payment to cover loss, inconvenience and impact, or to reflect Derby Homes' apologies.

14.11 We categorise financial redress into three different categoriestypes, depending on the circumstances of the complaint:

- actual quantifiable financial loss,
- unquantifiable financial loss,
- other financial redress / goodwill gestures.

14.12 Factors we may take into account when deciding the overall amount include the duration and the severity of the event, and actions by the customer or Derby Homes which either mitigated or contributed to actual financial loss.

14.13 Our calculations are based on what we consider to be fair in the particular circumstances of the case.

14.14 In some cases, it is relatively straight-forward to quantify the amount of financial redress that would be fair in the circumstances. But some of the cases we deal with are more complex and financial redress cannot be easily quantified in this way.

14.15 Redress is not a remedy for the complainant to gain financially.

14.16 In our outcome letter, we will provide a summary of how we have decided the financial redress figure, so that it is clear about the basis on which we have proposed the remedy.

14.17 A financial redress may be paid if it has been identified that a customer has suffered financial loss due to the unacceptable or unreasonable actions, or inaction, of Derby Homes.

## Quantifiable financial loss

14.18 We consider if there has been an actual, evidenced financial loss incurred as a direct result of the complaint we have identified in an investigation. Circumstances in which we may decide that quantifiable financial loss could include:

- Cleaning bills<sub>1</sub>
- Carpet / flooring<sub>1</sub>
- Utilities consumption directly impacted by a delay to repair or service failure,
- Takeaway food / ready meals due to loss of cooking facilities for an unreasonable period of time<sub>1</sub>
- Evidenced damage to property or possessions for which we take full liability and do not meet the threshold for Derby Homes to direct to our own insurer. In these circumstances we will investigate the cost to replace, and consider the market value taking into account the age and condition of the item (prior to damage).

### Unquantifiable financial loss

14.19 Whilst it is generally reasonable to ask a customer to provide evidence of the costs they have incurred, there may be occasions where no such evidence is available.

14.20 Where we are satisfied that, on the balance of probabilities, a customer has incurred costs but has not been able to evidence this and it is not possible to provide a reasonable estimate, we may consider paying an amount in recognition of the fact that the customer has incurred costs that would not have arisen, had the failure not occurred.

14.21 In the circumstances of evidence of costs not being provided, we would nevertheless require evidence of the damages.

## Other financial redress / goodwill gestures

14.22 Other financial redress may be paid, separate to financial loss for actual damages. This is in circumstances where this is sought by the customer, for the personal inconvenience they have suffered as a consequence of identified and agreed service failures. Examples of instances where this may be considered include:

- Unreasonable delay to complete a repair or resolve a situation.
- Missed appointments or unreasonable additional visits to complete a repair.
- Poor complaint handling.
- Failure to provide a service that has been charged for.
- Temporary loss of facility for an extended period of time.
- Failure to meet target response times.
- Loss of use of part of the property.
- Failure to follow policy and procedure.
- Misinformation or misdirection which has in turn caused other impact.

14.23 We may consult the Right to Repair guide where applicable and other such trusted publications for guidance.

14.24 Where a customer reports that part of their property has been unusable or uninhabitable which Derby Homes were aware of for a prolonged period of time but did not explore the option of a temporary move, and this is agreed beyond reasonable doubt, we may consider redress for loss of use of a room if sought.

The table below indicates the maximum percentage figures for the period of time in question. Partial percentage may be applied in instances of partial loss. Please note that this is applicable to the proportion of rent a customer directly pays. If multiple rooms are affected, then a maximum cap of 100% is imposed.

Room	Maximum % of rent
Kitchen	25%
Bathroom, in a property with no second bathroom / ensuite	25%
1 Habited Bedroom in a property with no uninhabited spare	20%
Living / dining room	10%

14.25 We may consider awarding £10.00 for a missed appointment. A missed appointment applies if we fail to attend an appointment and have not notified the customer by:

- 8AM that day for morning appointments.
- 12noon that day for afternoon appointments.

14.26 Occasionally in exceptional circumstances a payment in recognition of detrimental impact may be considered. These are in circumstances whereby the customer has demonstrated the deeper impact of Derby Homes' failures, and these have not otherwise been satisfactorily remedied via the other remedy options within this policy. Our framework for suggested ranges of payment levels that investigating officers we may take into consideration when deciding what remedy should be made can be found in the table below.

⋮

<b>Remedy or redress value</b>	<b>Impact caused</b>	<b>Authorisation Level</b>
£50 to £100	Failures which have resulted in distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.	Complaints Manager / team
£100 to £600	Serious failures which have adversely affected the resident, but for which there is no permanent impact.	Complaints Manager / team
£600 to £1000	Significant impact or prolonged service failure or loss of facilities resulting in disruption, inconvenience, damage or physical and / or emotional impact.	Complaints Manager
£1000 +	Severe long-term impact. A single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident.  Consideration will be given as to whether the matter would be best directed via a legal or insurance route.	Senior Management Team

## How Payments are made

14.27 It is the Ombudsman's position that compensation awarded by Derby Homes should be treated separately from any existing financial arrangement between us and the customer and should not be offset against any arrears.

14.28 Where a payment is to be made to a customer, this will be paid directly to the customer where they have provided bank details, unless the customer expressly requests this be directed to their rent account. If the customer does not provide bank details within 1 month of the closed complaint, then the financial redress will be issued against the rent account.

## Ombudsman orders and recommendations

14.2729 Where redress is sought and considered applicable, we will always seek for our remedies to be commensurate with best practice, and in line with applicable Ombudsman guidance.

14.2830 In such instances whereby an Ombudsman considers and reaches conclusion to a complaint which has exhausted our process, we will fully consider any findings whereby our remedies are found to be reasonable, or unreasonable. Where additional redress is ordered and this is not disputed, this will be offered to the customer within the deadline set by the Ombudsman.

## Exceptions to financial redress

14.4831 There are circumstances where we will either not consider offering payment through the complaints process, or that may impact the level of payment offered. These include (but are not limited to):

- Where the fault is not caused by Derby Homes or our contractors<sup>-1</sup>
- A service or item that Derby Homes is not responsible for<sup>1</sup>
- Circumstances beyond Derby Homes' control<sup>1</sup>
- Where an incident was caused by customer negligence, their visitors or household, or their failure to comply with the terms of their agreement<sup>1</sup>
- Where a customer has unreasonably prevented or delayed resolution of the issue, or failed to take reasonable mitigating action<sup>-1</sup>
- Where a claim could be made on the complainant's home contents or building insurance, but the complainant has either chosen not to make such a claim, is unhappy with the outcome of a claim, or has no insurance. We would not reimburse the customer's excess level on an insurance claim. Where liability, or the level of liability is disputed, an insurer would be best placed to attribute liability<sup>-1</sup>
- Loss of earnings<sup>1</sup>
- Where there is, or has been, a payment ordered by a court or tribunal<sup>-1</sup>
- If damaged items or goods have been stored inappropriately, such as a loft or garden area<sup>-1</sup>
- Personal injury claims<sup>1</sup>
- Requests for costs incurred during / due to any period that a customer is decanted (temporarily moved) from their home. This is covered under the Decant Policy<sup>1</sup>
- Requests for home loss payments or compensation for improvements<sup>1</sup>
- Where there is an alternative means to resolve a claim such as a legal claim or tribunal, and / or a legal claim has been made<sup>1</sup>
- Legal fees<sup>1</sup>