



Arawak Walton Housing Association

Complaints, Concerns & Compensation Policy

Approved by	Board of Management
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Statement of Values	We aim high We value our people

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1. Introduction

- 1.1. The Association recognises that complaints systems and redress* can make an important contribution to the improvement of its services. We actively encourage feedback to identify any areas for improvement.
- 1.2. The purpose of the Complaints, Concerns & Compensation Policy (hereafter referred to as “the Policy”) is to establish:
 - 1.2.1. principles for the effective handling of complaints and concerns**
 - 1.2.2. a model for dealing with complaints and concerns which delivers Value for Money.

*Redress: appropriate redress can take many forms; this includes an explanation and an apology, remedial action, on occasion financial compensation, or a combination of these. Redress should seek to put the complainant back in the position they would have been in if nothing had gone wrong. Where this is not possible - as will often be the case - the remedy should fairly reflect the harm the complainant has suffered.

**Hereafter whenever reference is made to a “concern” or “complaint” it refers to both “concern and complaint”.

2. Statutory Basis and Scope of the Policy and Guidance

2.1. The Policy complies with The Regulator of Social Housing Tenant Involvement & Empowerment Standard (issued July 2017) which specifically states that registered providers shall:

- provide choices, information and communication that is appropriate to the diverse needs of their tenants
- have an approach to complaints that is clear, simple and accessible that ensures that complaints are resolved promptly, politely and fairly.

2.2 The Policy has been created in line with the Housing Ombudsman’s Complaint Handling Code.

2.3 The Policy applies to all tenants including people living in our properties, advocates authorised to act on behalf of a tenant or group of tenants, private residents and others neighbouring our properties.

3. Responsibility

- a It is the responsibility of the Board to approve the Policy.

- b It is the responsibility of the Operations Director to review and implement the Policy. The Policy is monitored through regular reporting.
- c Directors and Senior Managers Team are responsible for promoting the value of feedback and considering recognition incentives.
- d It is the responsibility of the Chief Executive (or Director in their absence) to investigate and respond to Stage Two complaints, ensuring that their review of the case is independent and thorough.
- e Customer Services Manager is responsible for ensuring that the Policy is followed and is accountable for Stage One complaints.
- f With support from the Corporate Services Team the Customer Services Manager is responsible for coordinating the feedback process. They will ensure that all written guidance is kept up to date and report on performance. Lessons learned from complaints will be communicated to colleagues (and tenants where appropriate) and all opportunities for continuous improvement of our services identified.
- g The Customer Services Manager is responsible for logging all communication accurately and following this Policy, taking responsibility for updating any guidance, scripting and work instructions as needed.
- h All colleagues are responsible for following this Policy and aiming to resolve issues for tenants before they become a complaint.

4. Definition

4.1. A complaint is:

- an expression of dissatisfaction or concern
- either written or spoken or made by any other communication method
- made by one or more members of the public*
- about the Association's action or lack of action or
- about the standard of service provided which requires a response

*'member of the public' is defined as anyone in receipt of a service by the Association or, indeed, denied a service to which they are entitled - this can be an individual or a group of people. The member of the public may, if they wish, designate a representative to manage the complaint on their behalf.

5.1. Policy

5.1Aims & Objectives

- 5.1.1 We will offer a range of ways for our tenants to provide feedback to us. We will set out clear service standards for responding to complaints and provide guidance on any next steps of what to do should they remain dissatisfied
- 5.1.2 We will ensure that the complaints process is clear, simple and accessible and we investigate and respond to complaints promptly and in line with our Complaints, Concerns and Compensation procedure.

- 5.1.3 We will take a transparent and accountable approach to receive feedback and consider using customer insight to improve our services.
- 5.1.4 We will update our tenants on our performance via newsletters, website, and tenant quality panel meetings highlighting how we use our feedback to improve our services. We will also include this in our Tenants Annual Report.

Throughout this policy, for example in 5.2.9, we state we will respond in writing, however our aim is to respond in the most appropriate format for an individual including large print, Braille, translation, easy read and other accessible formats and we will make reasonable adjustment at all stages of the process.

Definitions of Feedback

- 5.1.5 **Complaint (expression of dissatisfaction, as defined in the Housing Ombudsman's Complaint Handling Code):** 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. The word complaint does not have to be used for it to be treated as such. A complaint that is submitted via a third party or representative must still be handled in line with the landlord's complaints policy.
- 5.1.6 **Resolved at point of contact expression of dissatisfaction (early resolution):** When there has been an expression of dissatisfaction received and action can be agreed with the person raising the dissatisfaction immediately and to their satisfaction, without progressing through the complaints process.
- 5.1.7 **Compliment (positive feedback):** An expression of satisfaction with the standard of service received from us, one of our employees or contractors.
- 5.1.8 **Anonymous feedback:** Feedback provided to us where the identity of the person is not disclosed. The person's anonymity does not prevent us from recording the feedback provided or carrying out any investigations that may be required.
- 5.1.9 **Comments:** This is where a tenant provides general comments or suggestions about the service we provide. When comments are not an expression of dissatisfaction or a compliment, but there may be learning to take from it, we will record these on our systems and the relevant departments will be made aware.

5.2 Expressions of Dissatisfaction (EOD)

- 5.2.1 EODs can be provided to us verbally, in writing, by email, by telephone, via webchat, via our website or via social media. All EODs will be recorded and managed following the Complaints, Concerns & Compensation procedure.
- 5.2.2 Tenants have the opportunity to have a representative deal with their complaint on their behalf, and to be represented or accompanied at any meeting with the landlord where this is reasonable.
- 5.2.3 Should a group of tenants wish to raise the same complaint through a petition or group communication, one member of the tenant group should be selected as the designated lead contact. It will then be the responsibility of the lead

contact to provide the other members of the group with any updates or responses the group provides.

- 5.2.4 Our EOD process will involve two stages.
- 5.2.5 Should a dissatisfaction be raised with us, we will aim to resolve the matter in the initial contact where possible. We will confirm with the tenant that the matter has been resolved to their satisfaction and record this feedback as EODs, resolved at the point of contact.
- 5.2.6 Tenants can seek early resolution, advice and support from the Housing Ombudsman Service at any time to help resolve an issue or complaint with their landlord. They can also formally refer an unresolved complaint to the Housing Ombudsman that has already been through our process.
- 5.2.7 Any complaints received via social media will follow our Complaints, Concerns & Compensation procedure. There may be instances where confirmed identification is sought before an EOD can be recorded.
- 5.2.8 All complaints information will be handled sensitively and in accordance with relevant data protection requirements. Where a tenant posts a specific complaint publicly on our social media pages, we will direct the complainant to an alternative contact method such as email or telephone to ensure privacy and confidentiality.

If a tenant posts personal or sensitive details on a public post, for example, an address, contact number, or names another individual, this will be removed to protect the individual's privacy and confidentiality. Any information the tenant provides through social media will only be used for the purpose it was provided for.

Stage One

- 5.2.9 We will record and acknowledge receipt of a complaint within 5 working days and aim to respond in writing to the tenant within 10 working days from acknowledgement. We will aim to respond as quickly as possible.
- 5.2.10 It may be that some complaints remain open for a longer period while we investigate, however, we will contact the tenant within the original 10 working day timescale to agree a new timescale for response. If an agreement cannot be made with the tenant, then they will be advised that they have the right to refer to the Housing Ombudsman.
- 5.2.11 We will aim to resolve a complaint to the tenant's satisfaction; however, we will advise the tenant of the next stage of our complaints process if we cannot do this.

Stage Two

- 5.2.12 Should a tenant remain dissatisfied after Stage One has been completed, they can request that their complaint progress to the next stage of the process. The Chief Executive (or Director in their absence) carrying out the review will not have had any involvement in the outcome of the Stage One process and will carry out an independent investigation.
- 5.2.13 A request to progress an EOD to Stage Two must be made within 6 months from the date that the Stage One response was provided/dated.

5.2.14 Should the EOD progress to Stage Two, we will acknowledge the case has been escalated for review within 5 working days of receipt.

5.2.15 We will aim to provide a full written response within 20 working days from the date of acknowledgement. However, there may be instances when investigations take longer than expected and an extension is required. Should this be the case, the tenant will be updated on this within the 20 working day timescale and advised of a new date to expect a complete response.

6. Exclusions

6.1. Not accepted under Stage One or Stage Two of this policy

The following matters will not follow this Policy:

- Matters for which we have a more specific policy in place, including complaints regarding anti-social behaviour, neighbour nuisance or all forms of discrimination.
- When a tenant makes contact to inform us that something requires our attention, this is a request for service and is not (automatically) a complaint. However, it may progress to a complaint if we discover that the problem had arisen due to inaction or poor service on our part.
- If the complaint relates to any formal legal proceedings that have commenced- this is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court. However, should a complaint include any matters that will not be addressed as part of the legal proceedings, a course of action will be agreed upon between the Operations Director and any other relevant colleagues as to the approach to take and communicated to the tenant.
- Parties whose services are not commissioned or endorsed by us.
- Historical matters that occurred over twelve months before the tenant raised the complaint/dissatisfaction for the first time or when a request to progress a complaint to Stage 2 has not been made within six months of a Stage One response having been provided.
- Matters that have already been considered under this Policy and that have completed our complaints process.

6.2 If we decide not to accept a complaint or progress a complaint to Stage Two of our process, a detailed explanation will be provided to the tenant setting out the reasons why the matter is not suitable for our complaints process and include their right to take that decision to the Ombudsman.

7. Housing Ombudsman

7.1A tenant can contact the Housing Ombudsman at any time throughout the complaints process and can refer their complaint to them should they remain dissatisfied once the complaints process has been completed.

7.2 Should we receive any communications from an MP/Councillor or the Housing Ombudsman concerning a current or completed EOD, we will respond to them directly within 10 working days or by the specified timescales given to us by the MP/Councillor or by the Housing Ombudsman, whichever is soonest.

7.3 The nature of the complaint will determine which Ombudsman the complainant should contact.

The Housing Ombudsman Service is contactable via:

Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET
Tel: 0300 111 3000 (Monday to Friday 9:15 to 17:00).
Email: info@housing-ombudsman.org.uk
Website: www.housing-ombudsman.org.uk

The Local Government and Social Care Ombudsman (LGSCO) is contactable via:

The Local Government and Social Care Ombudsman
PO Box 4771
Coventry
CV4 0EH
Tel: 0300 061 0614
Website: www.lgo.org.uk, <http://www.lgo.org.uk/make-a-complaint>

7.4 Where a complaint is upheld, we will:

- 7.4.1 Apologise where appropriate.
- 7.4.2 Take practical action to put things right.
- 7.4.3 Consider compensation/goodwill/reimbursement in some instances. See Appendix 1.
- 7.4.4 Review where we can make service improvements to prevent further complaints of a similar nature.

7.5 Where a complaint is not upheld, we will:

- 7.5.1 Ensure that the response contains a statement of regret for inconvenience or distress experienced where appropriate.
- 7.5.2 Be clear in providing reasons why the complaint/dissatisfaction was not upheld.
- 7.5.3 Review EODs that were not upheld and look at what actions can be taken/implemented from a lessons learned point of view.

7.6 Support and mediation

- 7.6.1 It is essential to consider that complainants who are behaving inappropriately or unacceptably may have support needs and we should discuss with them a referral to an appropriate agency

- 7.6.2 Mediation may help deal with complaints and we should consider the possibility of its use when appropriate
- 7.6.3 Where appropriate, it is recommended that tenants with identified support needs have an Advocate to assist them through the complaints process.

7.7 MP/Councillor Communication

- 7.7.1 Where there is no report of dissatisfaction in MP/Councillor communication, we will record and acknowledge receipt of the enquiry within 5 working days and aim to respond with them directly within 10 working days from acknowledgement. We will aim to provide a response as quickly as possible.

7.8 Unacceptable Behaviour

- 7.8.1 In exceptional cases, we may decide that a person or group of people makes vexatious or habitual complaints. Colleagues will refer to the Unacceptable Behaviour Procedure for guidance on proceeding with any dissatisfaction that falls under this category. We will consider this procedure as a last resort and after all reasonable measures have been taken to resolve the complaint, considering the tenant's circumstances.

7.9 Reasonable adjustments

- 7.9.1 We will make reasonable adjustments where required, dependent on the individual needs of the tenant. This will be with their agreement and may include, for example:
- Allowing more time than we would usually for someone to provide information that we need.
 - Provision of information in appropriate alternative formats (eg large print, Braille, coloured paper etc).
 - Use of email or telephone in preference to hard copy letters.
 - Communication through a representative or intermediary.

7.10 Compensation, goodwill, and reimbursement payments

- 7.10.1 We will consider suitable redress under the following circumstances and at our discretion (see Appendix 1 for further guidance):
- 7.10.1.1 Loss of amenity for which we are responsible for providing.
- 7.10.1.2 Where we have accepted that the level of service provided has not met required standards.
- 7.10.1.3 Where it has been proven that our colleagues or contractors have caused damage to property/belongings.

7.11 Compliments (positive feedback)

- 7.11.1 Compliments can be given verbally, in writing, email, telephone, social media, or via the website. All compliments will be recorded.
- 7.11.2 Compliments or positive feedback will be passed on to the relevant employee(s) via their line manager.

If the line manager feels that additional recognition should be provided for the compliment received, they may escalate it to the Operations Director to consider appropriate reward and recognition.

8 Implementation

8.1 Training

8.1.1 All employees will receive training on managing feedback as and when appropriate in addition to general refresher training.

8.2 Monitoring and reporting

8.2.1 The Customer Services Manager (or equivalent post) will ensure the monitoring and coordination of all complaints and feedback covered in this Policy.

8.2.2 Analysis and reporting will be undertaken and presented to the relevant Board at least annually, including lessons learned.

8.2.3 Our tenant quality panel will review complaints and feedback to help identify any lessons learned or possible service improvements.

8.2.4 Tenants will be provided with general information about complaints and lessons learnt via the website, social media, tenant newsletters.

8.2.5 We will provide an annual report to our tenants and Board on feedback received and our learning from this.

8.2.6 We will complete and publish a self-assessment against the Ombudsman's Complaint Handling Code annually.

8.3 Policy and procedure references

- Complaints, Concerns & Compensation Procedure
- ASB Policy/Procedure
- Allocations Policy
- Equality, Diversity, and Inclusion Policy
- Customer Charter
- Housing Ombudsman Complaints Handling Code
- Unacceptable Behaviour Procedure
- GDPR Data Protection Policy

9 Consultation

9.1 Consultation for this Policy has been taken with involved tenants and colleagues.

10 Review

10.1 We will review this Policy at least every three years or when there is a change to legislation or the relevant regulatory requirements. It will also be reviewed where there is a significant change to how we manage our feedback process.

11 EDI Impact Assessment

11.1 An Equality Impact Assessment was carried out in January 2024. The findings have been included in this Policy.

Appendix 1 - Compensation Goodwill & Reimbursement Guidance

Where tenants wish to claim compensation or reimbursement, they should do so within 28 days of the incident(s). In some extenuating circumstances, we may consider redress outside of this timescale. However, we will not normally consider a compensation claim made after six months of the incident(s).

Should the offer be accepted, the tenant must confirm their acceptance within 28 days from the date of the offer. Any acceptance made after this time will be paid at the discretion of the Operations Director.

Our policy for compensation will not include service failures which are:

1. Relating to insurance claims such as personal injury/illness.
2. Relating to the right to repair
3. Subject to a tribunal or legal proceedings (including disrepair cases) or orders made by the Housing Ombudsman service or courts.
4. Relating to the right to reimbursement for improvements made to properties.
5. Relating to issues already compensated through Match Funding payments.
6. Relating to issues already compensated through home loss/disturbance, i.e., decant payments.
7. Any loss or damage as a result of the actions of a tenant, including:
 - Failure to report repairs promptly and/or failure to allow access to undertake works/inspections or keep appointments.
 - The loss or damage arises from an alteration or repair which the tenant has arranged or carried out themselves.
8. Loss or damage due to the result of acts of negligence by a third party, including the loss or damage is due to acts of negligence by a third party, for example, a visitor or contractor who is not acting on behalf (or instruction) of Arawak Walton HA.
9. The loss or damage results from the routine failure of a building's component, fixture, or fittings where AWAHA has not been negligent.
10. Service failure results from extreme or unforeseen conditions (such as weather conditions or a pandemic) where we have taken all reasonable steps to restore services or facilities under the prevailing conditions.

Types of payment offers

Compensation - When there has been service failure, and the tenant is offered payment, for example, loss of facilities or inconvenience. If a tenant has arrears on their rent/service charge account, the amount offered will be credited to their account to help clear any arrears. Should the amount cover more than the arrears, we will pay them the surplus amount by either cheque or BACS payment upon receipt of the completed acceptance form.

Re-imbusement - When there has been a failure in service and AWAHA has offered to make payment for costs that the tenant has incurred. Receipts or evidence will be requested, along with the completed acceptance form, before we pay reimbursement by cheque or BACS payment.

Level of Impact	Inconvenience Caused	Amount Payable	Authorisation Level
Low	Tenant or household member is caused mild inconvenience as a direct result of AWhA actions or failure to act	Up to £100 by cheque/BACS; flowers; or services to the equivalent e.g. rent-free accommodation to express our regret/apology.	Any Ops Manager
Medium	Service failure on more than one occasion in succession and/or failure to remedy the problem within a reasonable timescale.	£101 - £500	Customer Services Manager
High	Serious or prolonged poor service or situation where the actions of AWhA cause severe stress, disruption, inconvenience, loss of income or incur costs to the tenant.	Above £500	Operations Director, Finance Director, Chief Executive.