



Golden Lane Housing

Golden Lane Housing Limited

Compensation Policy

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Version	Author	Amendments	Approved By	Approval Date	Review Date
1	Director of Housing and Tenant Experience	Original Document	Housing and Property Committee	September 2021	September 2023
2	Head of Tenant Experience	New policy template and inclusion of Housing Management criteria under section 6.	Housing and Property Committee	February 2026	February 2028

1. Purpose

The purpose of this policy is to set out the circumstances where a discretionary goodwill payment may be considered.

- 1.1 Golden Lane Housing (GLH) is committed to delivering high quality services that consistently meet our service standards.
- 1.2 We recognise that occasionally the level of service provided may result in inconvenience or loss to our customers.
- 1.3 This policy provides for these circumstances and defines where GLH will make an apology and/or consider making a discretionary payment of compensation or a goodwill gesture without accepting liability for any loss
- 1.4 This payment is not a substitute for statutory compensation. A situation where GLH has a statutory duty to make a payment will be dealt with specifically in other policies.
- 1.5 Circumstances when discretionary goodwill payments will be considered:
 - Loss of amenity which GLH is responsible for providing a service
 - Where GLH has delivered a substandard service
 - The repair or provision of a shared facility between GLH tenants or leaseholders and other occupiers
- 1.6 The policy will not make considerations for payment for service failures which are:
 - The fault of a third party such as utility companies e.g. water
 - Insurance claims
 - Subject to tribunal or legal proceedings.
 - Caused because of customer actions such as failure to report issues, following work carried out themselves, failure to provide access to the property.
 - Historical matters that occurred over 12 months before the customer made Golden Lane Housing aware.
- 1.7 The policy will not apply where a customer has made a claim for compensation through the courts or the Housing Ombudsman service. In such cases, GLH where appropriate, will make a compensation payment as recommended by the Courts or Ombudsman.

2. Scope

This policy applies to all Golden Lane Housing Limited (GLH's) customers -tenants, neighbours, landlords and partners. This includes tenants in rented accommodation, leaseholders and shared ownership, as well as applicants for housing.

3. Definitions

Working Day - A day that is not a public holiday, a Saturday or a Sunday.

Statutory right – A right and protection for our customers which is defined by law.

Goodwill payment - an expression of goodwill aimed at resolving a complaint, where GLH does not accept liability for any financial loss to the complainant as a result of the matter complained about.

Discretionary payment – a payment that GLH chooses to make and is not obliged to make.

4. Link to the Risk Management Framework

The following risks are addressed in this policy, based on the current GLH taxonomy:

Level 2 Risk	Level 3 Risk
Regulatory Compliance	Failure to effectively implement regulatory change.
Tenant Engagement	Failure to engage effectively with tenants and deliver effective services demonstrating transparency and accountability.

5. Roles and Responsibilities

In addition to overall policy ownership and management, the following roles and responsibilities apply:

Role	Responsible For
Heads of Service	Ensuring staff are familiar with this policy and implement the policy correctly.
Heads of Service	As budget holders, are responsible for approving compensation in line with this policy and against the correct budget codes.
Heads of Service	Supporting with complaints within their department which require a decision around compensation.
Complaint Handlers	Implementing this policy, assisting with payments appropriately in conjunction with linked policies and procedures.
Complaint Handlers	Providing feedback and learnings following complaints that require compensation to improve service.

Members of the Housing and Property Committee	To approve the policy
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6. Content

6.1 General Principals:

Where customers wish to claim a compensation payment they must do so within 28 days of the incident. Golden Lane Housing will not consider compensation requests made after six months of the incident, although will review any exceptional circumstances.

GLH will operate a general compensation policy that will apply on a discretionary basis.

Compensation is not automatic and it will not apply where the service failure or mistake has not caused any problems or where it can be easily remedied.

GLH will consider the following when reviewing a compensation request:

- Time taken to resolve the issue.
- The level of inconvenience, disturbance, stress or annoyance suffered as a result of poor service/poor handling of a situation.
- The extent to which GLH has been directly responsible.
- If the customer has a statutory right.
- If the customer has suffered a loss, based on action not within their control but something which GLH should have had some control of.
- If there is a perceived fault with the GLH service or lack of service where we had a duty to act.

6.2 Where compensation will not be paid

6.2.1 Housing Management

Compensation will not be paid if GLH need to exercise tenancy management powers, including possession action, enforcement of tenancy conditions, rent setting, or service charge decisions. This could include;

- Decisions made reasonably and in line with legislation and policy, even where a resident disagrees with the outcome
- Matters determined by a court or tribunal
- Loss of earnings, legal costs, or speculative losses
- Issues where the tenant or their legal representative has contributed to the situation through their own actions or failure to engage

6.2.2 Building defects.

Compensation will not be paid when the property is still under the building contractor's defects period and any claim for compensation should be passed to the development department who will take the lead in negotiating an acceptable solution with the building contractors.

Compensation will not be paid or promised to anyone claiming defective premises, unless the issue has first been reported to the GLH insurers and those insurers consent to the payment being made. If the insurers do not consent, compensation may still be made by the relevant Operations or Executive Director or in some cases the Chief Executive, in the knowledge that in respect of that particular case, GLH may have lost its insured status.

6.2.3 Loss or damage to personal property / personal injury.

At no time should employees accept liability for any accident occurring on GLH property or in the carrying out of GLH business. Compensation will not be paid anyone suffering personal injury through this policy. All personal injury claims must be reported to and managed by GLH's insurers managed by them.

6.3 Where GLH will consider a discretionary payment

6.3.1 Housing Management

Compensation may be awarded where we have failed to deliver tenancy management services to an acceptable standard, including (but not limited to):

- Unreasonable delay or error in tenancy sign-up, or a variation of tenancy
- Failure to provide accurate or timely tenancy-related information
- Failure to act on agreed tenancy management actions within stated timescales as outlined in our service standards
- Incorrect tenancy records leading to avoidable distress or inconvenience
- Failure to follow our own tenancy management policies or procedures
- Poor complaint handling related to tenancy management matters

6.3.2 Poor service

There may be occasions where the customer suffers some distress or disproportionate inconvenience because GLH failed to provide the quality of service consistent with our service standards or local offers. In these cases something more than an apology may be deemed necessary and such gestures as a bunch of flowers, voucher or other service may be appropriate.

6.3.3 The repair or provision of a shared facility.

GLH will consider and may accept a share of the responsibility for the repair or provision of essential shared facilities such as rainwater pipes; driveways; chimney stack, drainage, roof flashing, roof coverings or outbuildings where GLH tenants or leaseholders, share this facility with owner occupiers or with non GLH tenants or leaseholders. The main factor in the decision would be if the lack of repair/provision of this shared facility would adversely affect the GLH owned property.

6.3.4 Loss of an amenity or service.

In cases of loss of a utility such as; gas, electric, water or sanitation, when GLH are responsible for the provision of these utilities or the loss of this utility is as a result of repairs we are carrying out we will consider offering compensation.

This also applies for failure to provide a service when a charge is made for this service.

The loss of the use of part of a property, when this loss is a result of work being carried out by GLH and the tenant has not been offered alternative accommodation, may also be compensated.

As a guide, the level of compensation may be calculated on the number of rooms unavailable as a proportion of the net rent but in any case, the amount offered will always be reasonable and proportionate to the inconvenience suffered.

6.3.5 Disaster.

Where residents have been denied complete access to their home due to some natural or other disaster, which is not the fault of the association or the tenant, the association will consider making a goodwill payment that can be made as quickly as possible.

Any such payment should be authorised by the Director of Service and would be intended to reflect the sympathy that the association feels for the situation in which the residents find themselves rather than an apology for any wrong doing by the association.

This payment would be for their immediate needs and may be additional to the provision of alternative accommodation which the association may also endeavour to provide (depending, for example, on whether some other statutory authority or insurer already carries that responsibility).

Any goodwill gesture payment would not be intended to substitute for an insurance claim which the household may make at a later stage and would be outside those payments which are recoverable under the tenants or the organisation's insurance policies.

6.3.6 Levels of Compensation Guidance

Level of Impact	Inconvenienced Caused	Amount Payable Total per complaint	Authorisation Level
Low	Mild inconvenience is caused. GLH may have caused disappointment The service failure may not have affected the outcome for the tenant.	Up to £50	Complaint Officer or Manager
Medium	Service failure on more than one occasion.	£51-£100	Manager

	<p>Short duration of inconvenience.</p> <p>Failure to remedy the problem within a reasonable timescale.</p> <p>A situation which has caused inconvenience, loss of confidence, distress etc.</p>		
High	<p>Prolonged and numerous service failures.</p> <p>A high level of inconvenience or disruption.</p> <p>Where the customer has incurred costs.</p> <p>Where GLH have failed to make changes to address ongoing issues.</p>	£101-£500	Head of Service
Very High	<p>Where escalated issues have still not been resolved.</p> <p>Issues have been outstanding for a significant period of time.</p> <p>Where a Serious or dangerous situation has been caused by GLH.</p> <p>Where GLH actions have impacted a customer and have caused an unacceptable level of stress, disruption, inconvenience.</p>	Above £500	Executive

6.4 Where tenants may have a statutory right to payment.

6.4.1 Removal to facilitate works

Where a tenant is required to move in order, for example, to facilitate major works to be undertaken to their property, GLH will offer assistance in line with the relevant statutes. Please refer to the GLH Decant Policy.

6.4.2 Home Loss Payments

In some cases, tenants may qualify for a Home Loss payment. Home Loss payments are payable where:

The move is a permanent one and;

- The move is necessitated by the redevelopment or demolition of the property (not simply major repairs) and;
- The tenant has lived in the property as their only or principal home for a minimum of 12 months immediately before the move.

7. Regulatory Context

This policy aligns to the below regulations:

- The Housing Ombudsman's Complaint Handling Code
- The Consumer Standards
- Home Loss Payments

8. Related Policies

This policy should be read in conjunction with the following:

- GLH Complaints Policy
- GLH Decant Policy

9. Linked Standards and Procedures

The following documents support the implementation of this policy:

- GLH Complaints Procedure

10. Oversight and Reporting

Compensation information is reported within the complaints performance report, shared quarterly with our Housing and Property Committee.

11. Policy Non-Compliance

The provisions of this policy are Rules where compliance is mandatory and any exceptions or waivers may only be authorised by the Policy Owner, with escalation to Executive or Board Committees if required. Unauthorised breaches must be recorded as a Policy Non-Compliance within 4Risk and reported as such to Risk & Audit Committee on a case by case basis.

It is the responsibility of all staff to ensure any policy non-compliance issues are raised in a timely manner to the Policy Owner in order that corrective action may be taken. Where a provision of this Policy is explicitly expressed as a Guideline, non-compliance does not need to be recorded.

12. Ownership & Regular Review

This policy is owned by the Director of Housing and Tenant Experience. It is reviewed and renewed every two years by Housing and Property Committee.

Interim policy reviews will occur in the event of a material change in business strategy, the GLH Plan, operating environment or at the direction of the Executive or Board.

The policy may be subject to further thematic targeted reviews on a risk-based approach through Heads of Service monitoring or Internal Audit reviews.

13. Link to GLH Plan

This policy supports the delivery of our goal to deliver a Quality Tenant Experience.