

Document Title	Compensation Under Right to Repair and Under the Right to Improve Policy
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## ORBIT POLICY

### Compensation under the Right to Repair, and under the Right to Improve.

#### **SCOPE:**

This policy sets out the grounds and basis upon which compensation may be awarded to residents under the Right to Repair, for service failure in respect of delivery of the maintenance service and compensation for qualifying improvements under the Right to Improve. It does not cover other types of service failure.

#### **1. 'The Right to Repair':**

- 1.1 This section of the policy applies in full to residents in rented properties. It only applies to residents in shared ownership or other leasehold properties, insofar as the qualifying repair is one for which Orbit has responsibility under the lease.
- 1.2 Residents of rented properties have a contractual 'Right to Repair'. This is a right to have certain qualifying repairs carried out by Orbit and to be compensated by a fixed amount if these are not done within the stated timescale.
- 1.3 To qualify for compensation under the Right to Repair the customer must have properly reported the repair in the normal way and have advised Orbit that it was not completed by the due date. We will then issue a further order for the work. If it is still not completed by the second due date, compensation is payable.
- 1.4 We will publish the list of qualifying repairs and the amount payable under the 'Right to Repair'

- 1.5 Compensation under the Right to Repair will not be made automatically. Residents are advised to contact Orbit if they feel they have a claim.
- 1.6 Residents may choose to claim compensation on the grounds of a failure to deliver the repairs service rather than under the Right to Repair.
- 1.7 Compensation will not be payable where the repair is the responsibility of a third party e.g. a water company or highways authority

## **2. Compensation for Qualifying Improvements**

- 2.1 This section of the policy applies only to residents in rented properties. It does not apply to residents in shared ownership or other leasehold properties, which are governed by the terms of the lease.
- 2.2 Residents have the right to carry out certain improvements to their property provided that they first obtain specific written permission from Orbit.
- 2.3 Compensation may be paid towards the cost of qualifying improvements at the end of the tenancy, depending upon the length of time since the improvement was carried out.
- 2.4 When permission to carry out an improvement is requested we will supply detailed information on the circumstances in which compensation will be paid and how it will be calculated. This information will also be generally published and available on request.
- 2.5 Compensation in respect of Qualifying Improvements will not be paid automatically. Residents must make a claim for the compensation when they give notice to terminate their tenancy. Payment will be made when the property is vacated.

## **3. Consideration of Claims**

- 3.1 When considering a customer's claim we undertake to
  - act fairly at all times.
  - look at all claims on their individual merits.
  - listen carefully and give due attention to the customer's point of view.
  - respond quickly and politely.
  - always aim to reach an agreement with which the customer is satisfied.

- 3.2 Payment of compensation will be made promptly once a decision has been reached. Where there is an outstanding debt owed to Orbit the compensation payment will be used to clear the debt either in full or in part, unless this would cause genuine hardship or in other exceptional circumstances. The 'hardship' exception will not apply to compensation for improvements.
- 3.3 We will ask for a signed acceptance of the compensation as full and final settlement, before any payment will be made.
- 3.4 Claims for compensation for improvements must be made at the point of giving notice of the termination of the tenancy. All other claims must be made within three months of the incident date.

## **EQUALITY AND DIVERSITY**

Orbit policies are developed in line with our **Equality and Diversity policy** approach.

## **COMPLAINTS**

Anyone is able to make a complaint about the service they have received and this is managed under our **Complaints Policy**.

## **PRIVACY STATEMENT**

Orbit are collecting information ('personal data') so that we can manage and support our relationship with our customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customers' data, and how customers can exercise their rights, please see our full Privacy Policy on our website at [www.orbit.org.uk/privacy-policy/](http://www.orbit.org.uk/privacy-policy/).

## **Monitoring and Accountability**

Orbit will monitor the effectiveness of this policy and recommend policy changes to improve service delivery.

## **Customer First**

This policy helps support our aim of fully satisfying our agreed customer requirements at the lowest internal costs. By having clear policies in place we are seeking to continually improve performance and ensure we meet service standards and targets.

## **Review**

Orbit will carry out a fundamental review of this policy every three years.