Remedy and Redress Policy
2026 – 2029

Policy Control

Policy reference	QR010
Department	Customer Experience / Complaints
Author	Simon Cooke
Owner	Paul Cole
Version	1.0
Reason for revision	Creation of a standalone Remedy and Redress Policy. Replaces the Remedy section of the Complaints and Remedy Policy 2024–2027.
Status	Final
Intended recipients	Staff, tenants, leaseholders, public
Training and dissemination	Internal communication, website, customer news.
To be read in conjunction with (other policies)	Complaints Policy
Has equalities impact assessment been considered? If not, state why. (Attach to policy as an appendix)	Yes for the original complaints and remedy policy version 1.0 February 2024.
Has a DPIA been completed? (Attach to policy as an appendix)	No. The policy does not introduce new processing of personal data beyond existing complaints and service management processes.
Meeting approved Date of meeting	Derby Homes Board 30 July 2026
Implementation Date	31 July 2026
Review period	3 years or upon updates to Ombudsman code or guidance.
Next review date	July 2029

Purpose

This policy sets out Derby Homes' approach to remedy, financial redress and compensation where damage, service failure or other matters have impacted a customer.

The policy provides a framework for considering remedies which are fair, proportionate and appropriate to the circumstances of each case.

This policy aligns with Derby Homes' Complaints Policy, and with the Housing Ombudsman's:

- Compensation Guidance
- Remedies Guidance
- Dispute Resolution Principles
- Complaint Handling Code

Contents

1. Policy aims

1.1 Derby Homes is committed to providing high-quality services to customers. However, there may be occasions where our service falls below expected standards.

1.2 Where service failure or damages occur, Derby Homes will consider what action is appropriate to put matters right.

1.3 Derby Homes will seek to provide remedies that are fair, proportionate, reasonable, consistent and reflective of the individual circumstances of the case.

1.4 The purpose of remedy and redress is not to punish Derby Homes or provide financial gain to the customer. The aim is, wherever possible, to restore the customer to the position they would have been in had the service failure or issue not occurred.

1.5 Derby Homes recognises that customers can be impacted differently by similar service failures. We will therefore consider the individual circumstances of the household, including vulnerability, health considerations, caring responsibilities and the cumulative impact of failures.

1.6 Remedy and redress may also be considered outside of the formal complaints process, as service requests in appropriate circumstances. This may include situations where:
Derby Homes identifies an issue and proactively seeks to put matters right promptly,
a customer experiences inconvenience, loss or impact during service delivery,
a service adjustment is considered appropriate,
the matter can be resolved quickly through service recovery without requiring a formal complaint investigation.

1.7 In such circumstances, Derby Homes will ensure:

the customer agrees that the matter can be dealt with outside of the formal complaints process,
the customer understands they may still raise a formal complaint if dissatisfied,
any agreed remedy or payment is clearly explained and recorded,
appropriate learning outcomes are still identified where relevant,

This policy does not replace any legal rights a customer may have.

2. Scope

2.1 This policy sets out the framework Derby Homes will use when considering remedy, redress and discretionary compensation arising from service delivery, service failure, damages, complaints and customer impact.

2.2 The policy applies to remedies considered through:
the formal complaints process,
service recovery or service request processes,
other circumstances where Derby Homes considers it appropriate to put matters right.

2.3 This policy covers both financial and non-financial remedies and should be read alongside the Complaints Policy, Housing Ombudsman guidance and other relevant Derby Homes policies and procedures.

2.4 Derby Homes will consider each case on its own circumstances, taking account of the impact on the customer and the principles of fairness, proportionality and reasonableness.

3. Principles of remedy and redress

3.1 Derby Homes' approach is guided by the Housing Ombudsman's Dispute Resolution Principles:

Be Fair
We will consider each case individually and ensure any remedy is fair and proportionate.
Put Things Right
We will consider what actions are required to resolve the issue and remedy the impact caused.
Learn from Outcomes
We will identify learning and opportunities for service improvement.

3.2 Remedies should reflect both:
the extent of the service failure, and
the impact on the customer.

3.3 Compensation will not be appropriate in every case. Derby Homes will always consider whether practical actions, early resolution, service recovery or other remedies may provide a more suitable outcome.

3.4 The existence of a remedy or goodwill payment does not automatically mean Derby Homes accepts fault, or service failure in every circumstance.

3.5 The remedies that we 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.

4. Considering an appropriate remedy

4.1 Derby Homes will assess each case individually.

4.2 Questions which may assist in determining an appropriate remedy include:

- What outcome is the customer seeking?
- Has the customer experienced avoidable distress, inconvenience, time and trouble, or financial loss?
- Over what period did the issue occur?
- Did the customer or household have vulnerabilities or circumstances which increased the impact?
- Was there a cumulative impact from repeated failures?
- Is it possible to restore the customer to the position they would otherwise have been in?
- Is there evidence of actual financial loss?
- What remedy would be fair, reasonable and proportionate?
- What practical actions can Derby Homes take to put matters right?
- What learning or service improvements should be identified?

4.3 Derby Homes may also consider whether the actions of either party mitigated or contributed to the overall impact.

5. Types of remedy

5.1 Remedies may include one or more of the following:

- apology and explanation,
- practical action,
- quantifiable financial loss,
- unquantifiable financial loss,
- other redress and discretionary compensation,
- policy or process review,
- learning actions.

5.2 Derby Homes will seek, wherever possible, to provide remedies at the earliest opportunity.

6. Apology and explanation

6.1 In some circumstances, an apology and explanation may be an appropriate remedy.
6.2 An apology may be provided verbally or in writing depending on the circumstances of the case.

6.3 An apology should:

- acknowledge what went wrong,
- accept responsibility where appropriate,
- explain what happened,
- recognise the impact on the customer,
- express sincere regret,
- explain what Derby Homes will do to prevent recurrence.

6.4 Derby Homes will utilise the Housing Ombudsman's Apologies Guidance as best practice.

6.5 In some circumstances, Derby Homes may apologise for the customer's experience or distress without accepting fault.

7. Practical action

7.1 Derby Homes will always consider whether practical action can provide all or part of an appropriate remedy.

7.2 Practical action may include:

- completing outstanding repairs or services,
- prioritising works,
- correcting records,
- reviewing decisions,
- improving communication arrangements,
- arranging inspections or specialist assessments,
- providing temporary measures whilst works are ongoing,
- undertaking additional monitoring,
- taking other reasonable steps within Derby Homes' powers.

7.3 In complex cases, Derby Homes may initially commit to further inspections, surveys or specialist advice before a final action plan can be confirmed.

8. Quantifiable financial loss

8.1 Derby Homes may consider reimbursement where a customer has experienced actual financial loss directly resulting from Derby Homes' actions, omissions, service failure or maladministration.

8.2 Customers will normally be expected to provide evidence of losses incurred.

8.3 Examples may include:

- additional heating or utility costs,
- cleaning costs,
- laundry costs,
- alternative food costs where reasonable cooking facilities were unavailable for an unreasonable period,
- replacement or repair costs for damaged belongings,
- decorating costs where make-good works were not completed appropriately,
- travel costs reasonably incurred,
- rent overpayments or incorrect charges.
- Derby Homes may consider market value, age, condition and depreciation when considering damaged possessions.

8.5 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.

8.6 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.

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

8.8 Where liability or negligence is disputed, Derby Homes may advise a customer to refer the matter to their insurers. If a customer does not have applicable insurance, this would not alter this position as Derby Homes would not accept liability in the absence of a customers’ insurance policy.

9. Unquantifiable financial loss

9.1 Other financial redress may be considered separate to financial loss for actual damages or out of pocket expenses.

9.2 This may apply where a customer has experienced personal inconvenience, distress, disruption, time and trouble, or other non-financial impact as a consequence of Derby Homes’ actions, omissions, service failure or unreasonable delay.

9.3 Examples of circumstances where unquantifiable financial redress may be considered include:

- unreasonable delay in completing repairs or resolving issues,
- missed appointments or repeated visits to complete works,

- poor complaint handling,
- failure to provide a service that has been charged for,
- temporary loss of facilities for an unreasonable period,
- failure to meet published response times,
- loss of use of part of the property,
- failure to follow policy or procedure,
- misinformation or misdirection which has caused additional inconvenience or impact,
- avoidable distress, inconvenience, frustration or customer effort.

9.4 Derby Homes may consider Housing Ombudsman guidance, Right to Repair guidance and other relevant sector guidance when determining appropriate levels of discretionary compensation.

9.5 In some circumstances, Derby Homes may consider compensation where part of a property has become unusable or uninhabitable for a prolonged period and Derby Homes failed to take appropriate action within a reasonable timeframe, including consideration of temporary accommodation where appropriate.

9.6 The table below provides guidance on maximum compensation levels that may be considered in relation to loss of use of rooms or facilities.

Room or facility	**Maximum percentage of rent**
Kitchen	30%
Bathroom where there is no 2nd bathroom or WC	30%
Bathroom where there is a 2nd WC available	20%
One occupied bedroom where there is no spare bedroom available	20%
Living room	20%

9.7 Partial percentages may be applied where only partial loss of use occurred. Consideration will also be given as to whether alternative facilities were available or offered to the customer.

9.8 A maximum combined cap of 100% applies.

9.9 Derby Homes may also consider discretionary payments for missed appointments where avoidable inconvenience has been caused. A missed appointment may apply where Derby Homes or its contractor fails to attend and appropriate notice was not provided. Derby Homes may consider payments of £15 for missed appointments, although discretion may be applied depending on the individual circumstances and cumulative impact.

9.10 Appropriate notice is up to 8am for a morning appointment, or by midday for an afternoon appointment.

9.11 Derby Homes may also consider discretionary compensation where customers experience loss of services arising from Derby Homes' actions, omissions or unreasonable delay.

9.12 Compensation will normally only be considered after the applicable repair response timeframe has expired.

9.13 Derby Homes may consider the following guideline amounts:

Circumstance	**Maximum figure**
Complete loss of heating and hot water	£15 per day
Loss of either heating or hot water only	£8 per day
Loss of all power	£10 per day
Loss of lighting	£10 per week

9.14 Partial payment may be applied where only partial loss has occurred.

9.15 When considering any payment from the above, Derby Homes may take into account:

the time of year and external temperatures,
household vulnerabilities,
whether temporary heating or alternative measures were provided,
whether the loss was complete or partial,
whether part of the property remained usable,
cumulative impact and duration,
any delays outside Derby Homes' control.

9.16 Compensation for loss of heating may not apply where Derby Homes provided suitable alternative heating within a reasonable timeframe.

9.17 Where the loss of service substantially impaired use of part of the property, Derby Homes may instead consider compensation under the loss of use provisions.

10. Other financial redress / goodwill gestures

10.1 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. Derby Homes will consider:

- severity of impact,
- duration of the issue,
- vulnerability,
- cumulative impact,
- whether reasonable steps were taken to mitigate losses,
- proportionality and fairness.

10.2 The following ranges provide guidance only and are not prescriptive. Derby Homes may consider the Housing Ombudsman's remedies guidance and the individual circumstances of each case when determining appropriate compensation.

Redress range	Impact	Authorisation level
Up to £100	Failures which have resulted in distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved.	Complaints Team
£100 to £600	Serious failures which have adversely affected the resident, but for which there is no permanent impact.	Complaints Manager
£600 to £1,000	Significant impact or prolonged service failure or loss of facilities resulting in disruption, inconvenience, damage or physical and / or emotional impact.	Complaints Manager
£1,000+	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

10.4 Derby Homes will consider whether matters would be more appropriately dealt with through insurance or legal processes where appropriate.

10.5 Derby Homes recognises that poor complaint handling can itself cause inconvenience, frustration, delay and loss of confidence. Where complaint handling failures are identified, Derby Homes may offer an apology, and learning actions. Minor failures with limited impact may warrant an apology alone, whilst low impact failures causing avoidable time and trouble, inconvenience or delay may attract compensation of up to £50. More serious or prolonged complaint handling failures may attract higher levels of compensation, in line with the Housing Ombudsman's compensation guidance.

10.6 Compensation is not intended to provide financial gain to the customer and will be considered on a fair and proportionate basis.

11. How payments are made

11.1 Derby Homes will normally make compensation payments directly to the customer.

Derby Homes supports the Housing Ombudsman's position that compensation should generally be treated separately from rent arrears or other financial arrangements.

Compensation will not normally be offset against arrears unless the customer requests this, or there are other exceptional circumstances.

11.4 Customers will normally be asked to provide bank details for payment.

11.5 Upon receipt of the bank details, payments are processed and should be completed within 3 weeks.

11.6 Where bank details are not provided within one month of the complaint closure, Derby Homes may apply compensation to the rent account.

12. Ombudsman orders and recommendations

12.1 Derby Homes will seek to ensure remedies are aligned with Housing Ombudsman guidance and sector best practice.

12.2 Where the Housing Ombudsman issues orders or recommendations following investigation, Derby Homes will comply within the required timescales unless there are grounds for review.

12.3 Derby Homes will use Ombudsman findings and learning to improve services and reduce repeat failures.

13. Exceptions to financial redress

13.1 There are circumstances where Derby Homes may not consider compensation, or where compensation may be reduced. These may include:

- Consequential losses, such as loss of earnings,
- matters outside Derby Homes' responsibility,
- circumstances beyond Derby Homes' control,
- damage or loss caused by customer actions, negligence or breach of tenancy,
- unreasonable refusal of access,

- failure by the customer to mitigate losses,
- issues more appropriately dealt with via insurance claims,
- legal claims or tribunal proceedings,
- personal injury claims,
- home loss payments or statutory disturbance payments,
- costs already covered through alternative policies,
- legal costs.

13.2 Whilst the matters above would not normally attract direct compensation or reimbursement, Derby Homes may nevertheless take account of the wider impact these circumstances had on the customer when considering any discretionary compensation or impact payment arising from identified service failure.

13.3 Derby Homes may direct customers to insurers, legal routes or other appropriate processes where relevant.

14. Monitoring, learning and continuous improvement

14.1 Derby Homes will monitor remedy and compensation outcomes to identify trends, recurring failures and opportunities for improvement.

14.2 Learning identified through complaints and remedies will be shared with relevant service areas.

14.3 Derby Homes will periodically review compensation levels, guidance and practices to ensure continued alignment with Housing Ombudsman expectations and sector best practice.