



Remedies Policy

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Remedies Policy

1. Our policy statement

- 1.1 Sparrow Shared Ownership (Sparrow) aims to deliver consistent and high-quality services. To demonstrate our commitment to this we will acknowledge when things go wrong and take responsibility for putting things right at an early stage. If the standard of service falls below acceptable levels a remedy is our way of putting things right.
- 1.2 We will adopt a consistent and evidence-based approach when considering any complaint and when deciding the appropriate remedy. We will assess each case on its own merits, consider the individual needs of the customer and how they were affected.
- 1.3 Remedies can take many forms such as rectifying the mistake/service failure, a goodwill gesture where appropriate, and occasionally a discretionary compensation payment.
- 1.4 When deciding suitable remedies, we will consider the following:
 - Amount of time and difficulty the customer spent trying to resolve the issue
 - Distress to the customer and/or others if appropriate
 - Risk of harm and actual harm to the customer and/or others if appropriate
 - Previous responses to the customer and any other attempts to address the issue
 - Administrative costs such as travel, cost of phone calls, out of pocket expenses.
- 1.5 In cases where a compensation payment has been selected as an appropriate remedy and the customer already owes money to Sparrow, we will first credit the account with compensation amount and pay the remainder to the customer.
- 1.6 We look at areas of repeated service failures to gain insight so we can learn and continually improve the services we offer.
- 1.7 We have the best interests of customers and staff at heart, and we expect our customers to behave in a reasonable manner whilst we work with you to resolve your complaint. Whilst we understand that service failure can cause frustration, we have a zero-tolerance approach to rude or unreasonable communications and may close your complaint, or apply restrictions to your complaint, in these circumstances.
- 1.8 We have developed this policy in line with the [The Complaint Handling Code | Housing Ombudsman Service](#); you can contact the [Housing Ombudsman Service](#) at any point throughout the complaints process. As such this policy aims to:
 - Provide customers with clarity on the circumstances where compensation will be paid
 - Make sure we are fair and consistent when calculating compensation
 - Help customers to understand the process for claiming compensation.

1.9. This policy has been developed in line with any best practice guidance issued by the Housing Ombudsman Service, including any temporary guidance on the management of complaints due to unforeseen events, and:

- [Tenant Involvement and Empowerment Standard - GOV.UK](#)
- [Equality Act 2010](#)
- [Localism Act 2011](#)

2. The scope of this policy

2.1. This policy applies to services that Sparrow provide and can be applied during any stage of the complaints process or through the course of our usual service delivery.

2.2. Some of our services are delivered by others on our behalf. If our partners or suppliers are asked to respond to a complaint at Stage One, they will consider any suitable remedies in line with their own policies and procedures.

2.3. Compensation payments are made when you have experienced a delay or have incurred additional costs because of a service failure on our part or if we have failed to carry out a service within our guidelines. For example:

- Temporary loss of amenities including heating, hot water, mains water and power within our control
- Inability to use part of a property
- Failure to meet agreed standards of service
- Poor complaint handling
- Failure to provide a service that has been charged for.

2.4. Our remedies policy is not intended to cover:

- Time off work
- Loss of earnings/ work while repairs are carried out
- Legal fees
- Professional fees
- Payments that could be settled by insurance claims
- Personal injury claims
- Circumstances not in our control ie flooding from extreme weather.

2.5. This policy covers financial loss and discretionary payments. Statutory compensation payments are not covered in this policy.

- Statutory compensation payments are the right to repair, right to compensation for tenants' improvements, and home loss and disturbance allowances which are covered under the Land Compensation Act. These payments are all covered under

legislation which provides clear criteria under which they are paid and the amounts that are payable

- 2.6. Where a customer is taking legal action against Sparrow which involves a compensation claim the case will be managed by our Legal Team and not considered under this policy.
- 2.7. Residents are expected to take out adequate home contents insurance for their furniture, decoration, and personal possessions to insure them against accidental damage, loss, fire or water damage, burglary and so on. This policy is not intended to replace or compensate for a resident's lack of home contents insurance.
 - Where damage has been caused directly because of our actions or oversight, or those of contractors acting on our behalf, consideration will be given to reimbursement without the need for customers to make a claim at further inconvenience and cost to themselves.

3. Remedies Approach

Compensation

- 3.1. Compensation will normally only be awarded once a complaint investigation has been completed. In most circumstances, we will deduct any arrears or money owed to Sparrow from the compensation, prior to it being paid to you.
- 3.2. Two types of compensation are considered under this policy:
 - Quantifiable loss payments – where you can demonstrate actual loss as a result of our actions or inactions, or those of a third party working on our behalf
 - Discretionary payments – goodwill payments may be made where there has been a failure of service which has caused delay, distress, or inconvenience.
- 3.3. We will not consider a claim of compensation where:
 - The loss or damage was caused by you, a member of your household, or a visitor to your property. This includes failure to report a repair promptly, or to keep an appointment
 - The fault was unforeseeable and/or caused by a third party, or Sparrow had no control over it – an example includes water leaking from a neighbouring property (unless we had already been alerted to this and had not resolved it promptly)
 - Personal possessions are lost, stolen, or damaged through no fault of Sparrow or its contractors
 - Service failure or damage that is the result of extreme or unforeseen conditions, such as the weather

- Loss of supply of gas, electricity, or water that is outside of Sparrows' control, such as a failure by the utility provider.

Quantifiable Loss Payments

3.4. If a complaint investigation evidences that you are out of pocket as a direct result of Sparrows' actions or inactions, then we will consider compensation to offset the losses.

- This could include, but is not limited to:
 - Increased utility bills due to disrepair
 - Having to pay for alternative accommodation or takeaway food
 - Carrying out your own repairs where it is proven that we have failed to meet our obligations
 - Replacement of lost or damaged possessions.
- We will not cover costs if you have:
 - Not notified us of the issue
 - Not given us reasonable time to rectify the issue
 - Refused us access to the property
 - Refused our offer to rectify the issue.

3.5. You will need to provide evidence of the costs you have incurred, such as receipts, a paid invoice, or bill, within eight weeks of the request.

Discretionary Compensation

3.6. There are some circumstances where we will consider discretionary compensation. These

include:

- Missed appointments: if a Sparrow employee, or contractor working on our behalf, fails to attend a scheduled appointment, a payment of £10 will be payable. This cannot be claimed if you are given reasonable notice in advance that the appointment is cancelled. If a new appointment is made and missed, a further £15 will be made. Any further missed appointments for the same job will be payable at £20 per missed appointment, up to a total value of £100. To qualify for a missed appointment payment, you must have been available to allow access during the appointment time and have agreed the appointment in advance.
- Loss of heating and hot water: between 1 October and 30 April inclusive, if you are without heating for longer than three working days, we will provide compensation of £5 per day from the second working day after the fault was reported up to and including the day the issue is resolved. This may be used to cover the cost of using any temporary heating that Sparrow provide, which will be arranged on a case-by-case basis according to household needs. If you are without hot water for longer than five working days, we will provide compensation of £5 per day from the second working day after the fault was reported up to and including the day the issue is resolved.
- Payment for services: if we have failed to deliver a significant service paid for through fixed service charges, we will consider the charge for the service, the disruption caused and how long the service was unavailable. In exceptional circumstances, material errors in fixed charges may be addressed during the year. For variable service charges, service failures will be credited and carried forward in the accounts or reimbursed to you after reconciliation of the year-end service charge accounts.
- All other discretionary compensation payments: each case will be considered on an individual basis and consider all known circumstances and supporting evidence. We will work on evidence and facts and will generally not make any compensation awards based on the belief of what might have happened. All reports of loss or inconvenience will be investigated. Factors that will be considered when the level of compensation is reviewed include:
 - Whether you have contributed to the failure in service, for example, failing to allow access to your property.
 - The level of stress or distress caused, including the severity of the distress and the length of time involved.
 - The amount of inconvenience (time and trouble) you have experienced, and how much effort was required by you to resolve the problem.

3.7. When assessing levels of compensation, we will review the level of Sparrows' responsibility for the loss and inconvenience, alongside the impact on you. This is defined as:

- Low Impact (£0-£10) – your complaint has been upheld, but there has not been significant inconvenience or distress caused. The impact has been no more than a reasonable person could be expected to accept, and the compensation Remedies Policy 6 acknowledges Sparrows' responsibility.

- Medium impact (£10-£250) – inconvenience and/or distress has clearly been caused as a result of a failure in service. A repeated failure of a low impact event could lead to it being increased to a medium impact.
- High impact (£250-£500) – a serious failure in service has taken place. This could either be due to the severity of the event, or a persistent failure has occurred over a prolonged period of time, or an unacceptable number of attempts to resolve the complaint have failed.

Paying Compensation

- 3.8. If you owe us rent, service charge, or other debt, any agreed compensation will be applied to your account. If your account is up to date, we will pay this directly to you. If we are reimbursing you for loss or damage to goods, or other costs incurred, proof of expenditure must be provided, in the form of receipts or paid invoices.
- 3.9. Forms of compensation may include:
 - Adjustment to your rent account, or service charges, if you're in arrears
 - Flowers or other gifts
 - Vouchers
 - Monetary compensation.

3.10. All payments made a subject to our financial processes and approvals.

4. Exclusions

- 4.1. Statutory payments are not covered within this policy. This includes the Right to Repair, Right to Compensation for tenants' improvements, and Home Loss and Disturbance Allowances which are covered under the Land Compensation Act. Legislation is in place to cover these payments, which provides clear criteria under which they are paid, and the amounts that are payable.
- 4.2. There are some instances where this policy does not apply. These include:
 - Issues that are, or have been, subject to legal proceedings
 - Liability issues that are subject to an insurance claim
 - Any claim that should be covered by a home contents insurance policy, including damage through flood or fire to your belongings, such as floor coverings
 - Claims for liability/ personal injury
 - Claims for loss of income
 - Complaints and compensation requests raised after six months from the issue arising
 - Complaints and compensation requests that have already been considered.

- 4.3. Compensation payments will not be paid for loss of communal services or facilities.
- 4.4. Cases will be considered on their individual merits, and this policy encourages the need for discretion and common sense to be applied. Where individual circumstances apply, we may deal with a compensation request different. Any discretion will be applied fairly and appropriately.

5. Equality and diversity

- 5.1. Sparrow is committed to make sure all services are accessible to all our residents. Our staff will be trained to communicate appropriately with you, and they have the relevant information and access to translation services to make sure they fully understand you.
- 5.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 5.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print. Our website also has accessibility tools allowing you to personalise each web page to make it easier to read and to download content as audio files.

6. Delivery of this policy

- 6.1. This policy Complaints Policy cy should be read alongside:
 - Complaints Policy
 - Emergency Accommodation, Permanent and Temporary Moves Policy
- 6.2. The effective delivery of this policy including training, guidance and support required by request we will provide translations of all our documents, policies and procedures in

8. Policy review

- 7.1. We will review this policy at least every three years to make sure it remains relevant and accurate unless:
 - Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice

- We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.



Sparrow
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