Compensation for Customers

Tarka Housing

A member of Westward Housing Group

If you, or someone you know, would like this 'Compensation for Customers' leaflet on cd or audio tape, in large print, in Braille, or translated into another language, please contact our Communications Team on **01237 428080** or email info@tarkahousing.org.uk

إذا كنت تود أنت أو شخص ما تعرفه الحصول على كراسة **"تعويضات للزبائن"** على شريط سمعي، أو بحرف مطبعية كبيرة، أو بلغة "برايل" الخاصة بالمكفوفين أو مترجمة إلى لغة أخرى، فالرجاء الاتصال هاتفياً بمدير اتصالاتنا على الرقم 01237 428080 أو عبر البريد الإلكتروني على العنوان التالي:
info@tarkahousing.org.uk

یہ دستاویز بعنوان **' کم پن سیشن فار کسٹمرز '** اگر آپ کو یا آپ کے کسی واقف کار کوسننے والی ٹیپ، بڑے حروف کی چھپائی ، بریل یا کسی دیگر زبان میں ترجمہ کی شکل میں درکار ہو توبرائےمہربانی ہماری کمیونی کیشنس مینیجر سے فون نمبر 01237 428080 پر رابطہ کریں یا اُنہیں اس پتے پر ای میل بھیجیں: info@tarkahousing.org.uk

Si vous, ou quelqu'un que vous connaissez, souhaitez obtenir la documentation *Indemnisation des clients* en cassette audio, en gros caractères, en braille ou traduite dans une autre langue, veuillez contacter notre responsable des communications par téléphone au 01237 428080 ou par courriel à info@tarkahousing.org.uk

如果你或你認識的人需要這份《客戶理賠（*Compensation for customers*）》單張的磁帶、大字體版本、盲文文本、或其他語言的翻譯本，請與我們的公關經理（Communications Manager）聯絡。電話：01237 428080。電郵：info@tarkahousing.org.uk

Tarka Housing may pay compensation where:

- There has been a service failure, as follows:
  - failure to meet our customer service standards or to provide services, as set out in this leaflet
  - failure to comply with our complaints policy and procedure
  - loss of amenity, as set out in this leaflet
- You qualify for compensation under Tenant Services Authority guidelines for the 'Right to Repair' or for improvements you have carried out to your home
- If you lose your home, in certain circumstances
- If you have temporarily moved out of your home, in certain circumstances

Compensation for service failure:

In the event of a failure in our services, we may make a discretionary payment.

Each case will be considered on its merits, bearing in mind:

- the extent to which Tarka is to blame for the loss or service failure
- the degree of distress, inconvenience or loss suffered
- the extent to which Tarka could have taken action to prevent the loss or service failure.

Payment will not be made where responsibility for the loss of service lies entirely with a third party: for example, no electricity due to a fault which is the responsibility of the electricity supply company.

Payment may be made as follows:

Failure to meet service standard time scales for dealing with phone calls and messages, responding to letters, emails and faxes.

Payment of £5.00 per incident.

Failure of member of staff or contractor to keep an appointment.

Where an appointment is broken; that is, not met on a specific morning or afternoon basis, without reasonable notice being given. Payment of £10.00.This does not include circumstances where a different member of staff / contractor substitutes for another.

Grounds maintenance, estate cleaning, and caretaking

Where the service is entirely unavailable for more than two service cycles, the service charge may be waived at the daily rate, for every day or part day in excess of two service cycles, in which the service is not provided.

Lifts and communal TV aerials

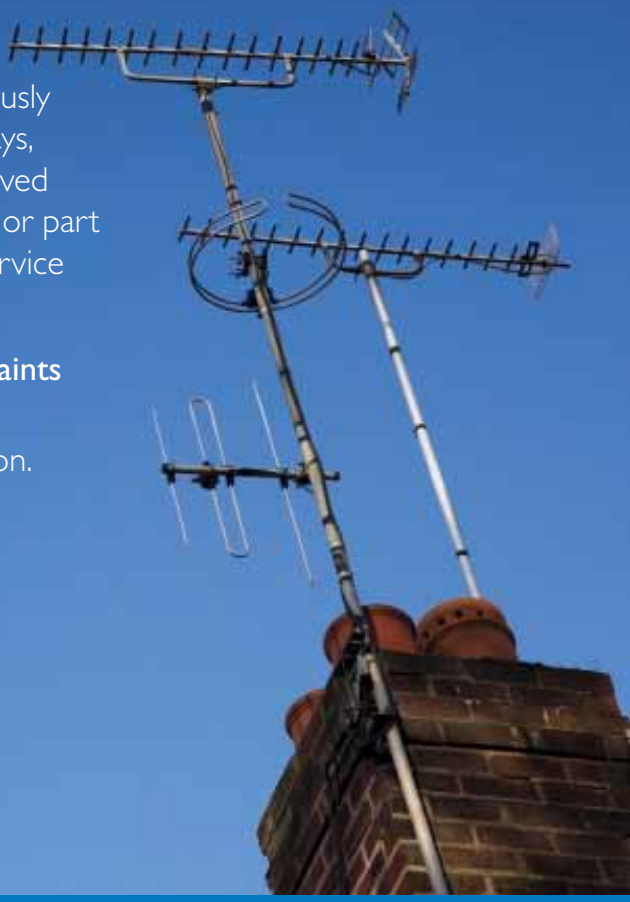
Where the service is continuously unavailable for more than 48 hours, the service charge may be waived at the daily rate, for every day or part day in excess of 48 hours, in respect of which the service is not provided.

Door entry systems

Where the service is continuously unavailable for more than 7 days, the service charge may be waived at the daily rate, for every day or part day in excess of 7 days that service is not provided.

Failure to comply with complaints policy and procedure

Payment of £10.00 per occasion.



Loss of amenity

Compensation payments will be considered in the event of maintenance work being delayed or remaining incomplete for more than 24 hours, and where reasonable alternative facilities are not made available. Daily payments quoted are for each day of delay after scheduled completion.

No heating	£10.00 a day
No hot water	£5.00 a day
No cooking facilities	£10.00 a day
No lighting	£5.00 a day
No electrical power in all plug sockets	£5.00 a day

MAXIMUM PAYMENT

Any payment made for service failure will normally be limited to a maximum of £50 per resident for any individual claim.

INSURANCE CLAIMS

If a loss appears to be covered by Tarka's insurance, no discretionary payments will normally be made before an insurance claim has been made.

Compensation will not generally be paid for a loss which would normally be covered by a household insurance policy. All residents are encouraged to take out household insurance, details of an easily obtainable, keenly priced policy are available from Tarka.

Right to repair

Compensation for failure to carry out repairs may be payable where we fail to complete repairs costing less than £200.00, within the following timescales:

Emergency repairs	within 24 hours
Urgent and priority repairs	within 5 working days

Before claiming compensation, you must notify us of the delay in the repair being carried out. We then have a further opportunity to get the work done.

For further details, see our leaflet 'Repairing, maintaining and improving your home'.

This compensation is not payable if you fail to give access to Tarka to complete the repair on time.

Compensation for improvements

In the event of you ending your tenancy, you may be able to claim compensation for any improvements you have carried out, which you are leaving in your home. To be able to make a claim, you must have applied for, and obtained permission to carry out the improvements from Tarka. Contact us for further details of the conditions which apply.

Any compensation will be paid based upon the residual value of the following items. This valuation will be based upon the projected life of the improvement, as shown below.

Improvement	Projected life of improvement (years)
Bath or shower	12
Wash hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards: bathroom or kitchen	10
Work surfaces: kitchen	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation for pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing: external doors and windows	8
Double glazing, other external window replacement, secondary glazing	20
Rewiring, provision of power and lighting, other electrical fittings, smoke detectors	15
Items improving security, excluding burglar alarms	10

Compensation for loss of your home, or temporarily not having your home:

Home Loss and Disturbance Payments

These payments may be either mandatory (payable by law), or paid at the discretion of Tarka. Home Loss Payments are made to compensate for the distress and inconvenience caused by the loss of a home. Disturbance Payments are made to cover the actual costs of removal, including removal expenses, reconnections, altering or replacing soft furnishings and floor coverings.

Mandatory Home Loss and Disturbance Payments

A mandatory payment may be payable in the event of a resident being displaced from their home whenTarka carry out improvements or redevelopment. In this event, we will fully explain any payment to which you may be entitled.The level of Home Loss Payments is set out in law, and is periodically revised. Disturbance Payments reflect the actual costs incurred as a result of displacement.

Discretionary Home Loss and Disturbance Payments

If a displaced resident is not entitled to a mandatory payment, Tarka may make a discretionary payment, not exceeding the maximum amounts set out for mandatory payments.

Discretionary Disturbance Payments for temporary moves

These payments may be made where a resident is required to move byTarka in order to enable major repairs, alterations or improvements to be carried out. Such payments may not be made where the reason for the work is due to external factors such as suspected criminal activity, flood or storm damage, or breach of tenancy conditions.

Any payment will be based upon the actual costs incurred in removal, excluding the alteration or replacement of soft furnishings or floor coverings, and including storage costs of any furniture or effects which cannot be kept in the temporary accommodation.

Assistance with claims

Tarka will help any resident who is entitled to make a claim.

Exceptional hardship or circumstances

In cases of exceptional hardship or circumstances, compensation may be paid in excess of, and beyond the circumstances, set out in this leaflet.

Payments

Any debt owed by a resident to us will normally be deducted from any discretionary payment.

Payments in compensation for service failure will normally be credited to your rent or service charge account.Other payments will normally be made by crossed cheque.

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Tenant Services Authority (TSA), the Regulator of Social Housing No. L4508
An exempt charity, registered under Industrial & Provident Soc.Act 1965 No. 30101R
A member of the National Housing Federation.

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