

New
Revision



Customer Directorate

Complaints and Compensation Policy Statement

Version 1.0

Policy Statement Owner:	Director of Customer Experience
Date Published:	August 2019
Next Review Date:	August 2022
Policy signed off by:	Customer and Property operations management teams
Policy and Compliance Business Partner:	Strategic Policy Manager
Regulatory Code/Legislation and National Standards	See Section 4
Risk Category (A,B,C):	A
Publicising the Policy statement	<p>This procedure and all associated documents will be publicised in the Complaints and Compensation toolkit. Any changes in the procedures will be notified to our staff and other applicable stakeholders using a variety of communication tools including:</p> <ul style="list-style-type: none">• Manager and team briefings; and• Specialist training for relevant staff

Customer Purpose

Hyde provides products and services to thousands of customers each year. There are times when we get things wrong for customers and do not meet the standards we aim to achieve.

This policy statement is an important declaration to our customers that we are open to receive complaints about our service. It sets out how we will investigate complaints and our aim to resolve things with a customer whenever we can.

We recognise complaints can tell us a lot about how our service can be improved and we commit to understand and act on both the overall headlines about complaints and the learning from individual cases.

Complaints and Compensation Policy Statement

1 Policy Statement Scope and Aims

- 1.1 This Policy Statement sets out The Hyde Group's approach to managing complaints and in what circumstances compensation will be paid.
- 1.2 This policy applies to registered providers of Hyde and:
 - Brent Council tenants, up to stage 1 only
 - Commercial leaseholders and sub-leaseholders, up to stage 1 only
- 1.3 This policy does not apply to customers of the following subsidiaries of Hyde:
 - Islington PFI. These properties are managed in accordance with Islington LBC policies
 - Brent Co-Efficient. These properties are managed in accordance with the terms of the PFI contract
- 1.4 Hyde's approach to home loss and disturbance payments is set out within the Decant and Home Loss & Disturbance Payment Policy.
- 1.5 Hyde's approach to compensation for tenants' improvements is described in Hyde's Tenants' Improvements Policy.
- 1.6 Hyde's approach to insurance claims is described in Hyde's Insurance Policy.
- 1.7 Hyde's approach to service charge disputes is contained in Hyde's Service Charge Policy.

2 Policy Statement

- 2.1 The Hyde Group (or 'Hyde') is committed to providing a good service to all customers. We recognise sometimes people will have cause for dissatisfaction with our service and will wish to make a complaint.

- 2.2 We will investigate complaints in a confidential and respectful manner, keeping the customer fully informed throughout the process.
- 2.3 Wherever possible we will seek to resolve complaints informally to achieve a swift and satisfactory outcome for the customer without the need for a formal complaint.
- 2.4 We take learning from complaints seriously and will ensure that lessons learnt from complaint investigations are used to inform service improvements.
- 2.5 In certain circumstances we may consider paying compensation as part of a complaint resolution. Each claim will be considered on a case by case basis using the principles described in this policy and Hyde's compensation procedure.

3 Policy Objectives

- 3.1 By publishing this policy statement, we aim to ensure we deliver against the policy objectives.
- 3.2 All staff and managers are responsible for ensuring they work to the policy objectives:

No.	Policy Key Objectives
1.	Deal with customer complaints swiftly and fairly
2.	Provide a resolution focused service
3.	Raise overall levels of customer satisfaction
4.	Ensure compliance with our statutory and regulatory obligations

4 Regulatory Code and Legal Framework

- 4.1 This section highlights the regulatory codes and legislation applicable to this policy.
- 4.2 The Localism Act 2011 created a mechanism for 'designated persons' to consider complaints that have proceeded through social landlords' complaints procedure without resolution rather than being escalated directly to the Housing Ombudsman.
- 4.3 The Tenant Involvement and Empowerment Standard of the Regulatory framework for social housing in England requires that landlords have a clear, simple and accessible approach which ensures complaints are resolved promptly, politely and fairly.
- 4.4 The Secure Tenants of Housing Authorities (Right to Repair) Regulations 1994 entitles secure tenants of local housing authorities to have qualifying repairs carried out at their landlord's expense and receive compensation from their landlord if qualifying repairs are not carried out within a prescribed period.

5 Definitions

- 5.1 We define a complaint as an expression of dissatisfaction about a service provided by any part or representative of Hyde.
- 5.2 A distinction is made between a request for a service and a complaint about a service. This document relates to complaints about services. Service requests are only treated as a complaint if we have failed to deal appropriately with the initial request.

- 5.3 Requests for service that are commonly confused with a complaint can include requests to review a service charge, insurance claims or a report of anti-social behaviour. We will always pay close attention to what a customer wishes us to do and explain carefully if we are not able to agree.
- 5.4 We define compensation as a payment, either obligatory or discretionary, in recognition of loss suffered by a customer. There is no automatic trigger for a compensation payment and each case will be considered on its merits.

6 Who can complain?

- 6.1 The following people can log a complaint in accordance with this policy and where appropriate escalate it through both stages of our complaints procedure:
- Any Hyde resident
 - Anyone who is in receipt of a service or is affected by a service that is provided by Hyde
 - Anyone who may potentially receive a service from Hyde, for example someone who is applying for a service
- 6.2 Complaints from those who do not meet the criteria above are only considered at Stage 1 of our procedure.
- 6.3 Complaints made by Brent Council tenants whose tenancy is managed by Hyde are managed in accordance with Hyde's Complaints process up to Stage 1. If the customer wishes to escalate their complaint to Stage 2 the complaint shall be referred to Brent Council and from this point shall be managed in accordance with Brent Council's Complaints Policy.
- 6.4 Customers are welcome to make a complaint via an advocate. An advocate could be a friend, relative, or an advocacy service such as the Citizens Advice Bureau. Where a complaint is made via an advocate we will obtain the customer's written consent. Where correspondence is received on behalf of a customer from a Councillor, MP, or Advocacy Service consent will be assumed.
- 6.5 We may decline to investigate a complaint about a specific incident or service failure that occurred over 6 months prior to the complaint being made. We encourage complainants to ensure a complaint is lodged within a reasonable period. Discretion will be used, particularly if there is evidence of a long-standing or continuing problem.
- 6.6 We are not able to investigate complaints about services, organisations and individuals for which Hyde is not responsible.

7 Making a complaint

- 7.1 We will make sure our customers can easily make a complaint without restriction.
- 7.2 Complaints can be made by telephone, letter, e-mail, face to face, visiting an office, using a complaint form via our website and on social media. If a complaint is raised via social media, residents should do this in line with the principles contained in the resident's social media charter.
- 7.3 In the resolution of a complaint we will always attempt to speak to the customer in person, unless they have requested an alternative method of communication.

- 7.4 Making a complaint will not have an adverse effect on any other services that a customer receives from us.
- 7.5 We seek to prevent customers from being discouraged from complaining because English is not their first language; have poor literacy or communication skills; or they have a disability that makes communication difficult. Provision is made for these customers in accordance with our Communicating in Accessible Formats Policy.

8 Complaint stages

- 8.1 When a customer first contacts us with an expression of dissatisfaction, we will always try to put things right within 48 hours to quickly resolve the issue. This service recovery attempt sits with our operational teams and is not part of our formal complaint process.
- 8.2 There are two stages to our complaint process:

Stage 1 (Full Investigation): These are complaints that require investigation or cases where we have not been able to achieve a swift service recovery resolution. Stage 1 complaints are responded to by an investigating manager from the team providing the service to which the complaint relates. We aim to respond to Stage 1 complaints as soon as is reasonably possible and not later than twenty working days (four weeks). If the customer is not satisfied with our response at Stage 1, a manager more senior than the person who made the response will review the case to determine if it warrants a review at stage 2 of our process. We will consider any request for a complaint to be escalated to Stage 2.

Stage 2 (Senior Management Review): A Head of Service or a Director will review the Stage 1 response, with an aim to respond at Stage 2 as soon as possible and not later than twenty working days from the complaint escalation date from Stage 1. This is the final stage of our complaints process. At its conclusion, the customer will be advised of the options open to them should they remain dissatisfied, including referring their complaint to the Housing Ombudsman Service

9 Communication and timescales

- 9.1 We will always try to provide a prompt response to a customer with a complaint. At the outset of an investigation a Resolution Officer will contact the customer to discuss the case and to agree arrangements for providing updates and preferred method of communication.
- 9.2 In most cases, we expect to provide a full response to a complaint investigation within 20 working days. Customers can expect to receive regular updates from a named person.
- 9.3 We reserve the right to take a reasonable amount of additional time to investigate a complaint at each stage where the issues are complex.
- 9.4 If we are unable to provide a full response within the target timescale we will advise the customer additional time is required and ask how frequently they would like us to provide updates. If the target of 20 working days is reached without an update for the customer about the deadline, at this point the complaint will be escalated to Stage 2 of the procedure.
- 9.5 We will work with the customer to ensure they are satisfied with the resolution of their complaint. Once the complaint has been resolved and all follow-on actions have been completed, the complaint will be closed. However, this will not prevent the complainant

from reopening or escalating their complaint at a later stage if the problem has re-occurred up to a maximum of 6 months after the complaint was closed. After this time, it will be dealt with as a new complaint.

10 Taking a complaint to the Housing Ombudsman

- 10.1 If the customer has exhausted our complaints process, they can approach the Housing Ombudsman for consideration of their complaint. Prior to approaching the Housing Ombudsman, the customer will need to approach a designated person. A designated person is a person who can refer a complaint to the Housing Ombudsman on behalf of a complainant, in accordance with the Localism Act 2011.
- 10.2 A designated person can be an MP, a local Councillor or a designated tenant panel.
- 10.3 A designated person can review a complaint themselves or refer the complaint directly to the Housing Ombudsman Service. Alternatively, once eight weeks has passed from the complaint closure date a complainant may approach the Housing Ombudsman directly.

11 Compensation payments

- 11.1 Compensation payments may be paid at the discretion of service managers and senior managers.
- 11.2 Compensation payments may be offered where:
- We have failed to deliver a service to the advertised standard
 - In recognition of the time and trouble taken by the customer to make their complaint
 - In recognition of distress and inconvenience experienced by the customer
 - To reflect where a customer has suffered a loss because of a service failure by us
- 11.3 We do not pay compensation for loss of earnings.
- 11.4 Compensation payments to our customers are used to offset rent or other arrears in the first instance. Reimbursements, such as for a replacement product, are paid regardless of arrears on a rent account.

12 Monitoring, Review & Evaluation

- 12.1 All complaints and expressions of dissatisfaction are recorded. We monitor the number of complaints and the service areas to which they relate. Customer satisfaction with complaint handling and outcome are monitored using satisfaction surveys run by a professional, independent 3rd party supplier.
- 12.3 Lessons learnt from complaint investigations and service improvements are recorded, monitored and reported to senior management by the Corporate Complaints Manager.
- 12.4 We will work closely with our involved residents to monitor the quality, outcomes and learning opportunities from our complaints process.
- 12.5 Quarterly opportunities will be provided for sharing information and shaping service improvement plans. This may be through Voice of the Customer panels, service review by Hydewide Residents Eye (HRE), reports to Hydewide Residents Voice or by any other method agreed with our involved residents.
- 12.6 The Complaints and Compensation Policy and connected procedures will be reviewed as a minimum every three years or in response to future regulatory changes.

21 Diversity and Inclusion

- 21.1 Hyde will treat all customers with fairness and respect. We recognise that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of age, sex and sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.
- 21.2 All customers will have access to this document either through the customer website www.hyde-housing.co.uk or on request.
- 21.3 This document and any related leaflet may be translated or interpreted or provided in accessible formats such as large print or Braille according to customers' needs. Further information can be found in our Accessible Communications Policy, which is available on www.hyde-housing.co.uk or on request to their local provider.
- 21.4 Diversity and inclusion training is mandatory for all staff.

22 Publicising the Policy

- 22.1 We publicise our policy on complaints and compensation to customers, staff and other stakeholders in several ways, including:
- Resident Handbook
 - Resident website
 - Policy briefings and training

23 Associated Policy Guidance Documents and Procedures

Policy Guidance Documents
<ul style="list-style-type: none">• Complaints procedure• Compensation procedure• Tenancy Sustainment Policy• Insurance Policy• Communicating in Accessible Formats Policy• Service Charge Policy• Decant and Home Loss & Disturbance Payment Policy• Anti-social Behaviour Policy

Version History

Version no.	1.0	Effective date:	August 2019
Full/partial review/new policy:	New policy		
Summary of changes:	Adoption of 2-stage process		
Staff consultation:	Policy and compliance Customer, Property, Finance, Development and Legal teams		