Compensation Policy

HOU-POL-04

June 2026

torus

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SUMMARY			
Compensation Policy			
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ASSOCIATED DOCUMENTS			
Torus Complaint Policy Torus Repairs and Maintenance Policy Torus Decant Process Torus Housing Management Policy Torus Tenancy Management Policy			

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1. EXECUTIVE SUMMARY

Torus is committed to delivering high-quality services and resolving complaints in a timely, fair and transparent manner. This policy outlines the approach Torus will take to provide reasonable redress, including compensation for mandatory, quantifiable losses and discretionary compensation for service failures arising through service requests or complaints. Torus recognise that there are occasions when a service failure may occur and this policy ensures a fair and proportionate approach, meeting statutory and regulatory requirements. Each customer's circumstances will be considered individually to take into account their individual needs and the impact, with discretion applied while maintaining consistency.

2. INTRODUCTION

2.1 This policy applies to all Torus customers, including tenants, leaseholders, shared owners and service users. It does not apply to members of the public without a contractual relationship, personal injury claims or subtenants of leaseholders. Compensation may be mandatory or discretionary and is intended to remedy loss or detriment. The aim is to restore a customer to the position they would have been in had the failure not occurred. Torus may also provide non-financial remedies such as apologies, practical actions, or goodwill gestures.

2.2 Customers are responsible for arranging their own contents insurance.

3. POLICY STATEMENT

3.1 This policy applies to all Torus customers, including tenants, leaseholders, shared owners, and service users. It does not extend to members of the public where no contractual relationship exists with Torus, nor does it cover personal injury claims or sub-tenants of leaseholders.

3.2 Customers are expected to arrange their own household contents insurance in accordance with the terms of their occupancy agreement, such as a tenancy or lease.

3.3 Compensation may be awarded on either a mandatory or discretionary basis to recognise a loss or negative impact experienced by a customer. In some instances, compensation is governed by legal requirements or contractual obligations, including those set out within tenancy or lease agreements.

3.4 The objective of providing redress is to, as far as reasonably possible, return the customer to the position they would have been in had the service failure not occurred. Each case will be considered individually, and Torus will explore a range of remedies beyond financial compensation where appropriate.

3.5 Alternative forms of redress may be applied either instead of, or alongside, compensation. These may include offering a sincere apology, carrying out practical actions such as repairs or redecoration (even where these would normally fall under the customer's responsibility), or providing goodwill gestures such as small tokens of apology i.e. flowers or a gift voucher.

3.6 Torus recognises that financial compensation is appropriate in certain circumstances and will ensure that any award is fair and proportionate. The level of compensation will reflect factors such as the duration of the issue and the severity or impact of the service failure.

3.7 Where a customer has been negatively affected as a result of an action or omission by Torus, we may consider remedies for situations including:

- inconvenience, distress, or disadvantage
- unnecessary time and effort
- loss of amenities
- loss of use of part of the home
- financial loss

3.8 The appropriate resolution will depend on the specific circumstances of each case and may involve one or more of the following:

- acknowledging the failure, providing an apology, and explaining what went wrong and how it will be addressed
- reviewing and, where appropriate, revising decisions
- completing repairs or taking other corrective actions
- making changes to policies, procedures, or working practices

3.9 This policy applies to all Torus colleagues responsible for managing and responding to customer complaints.

4. DEFINITIONS

4.1 Torus recognises several types of compensation and remedies, which may be applied depending on the circumstances of each case. Mandatory compensation is required by law or regulation. Quantifiable compensation covers measurable financial losses. Discretionary compensation is assessed individually based on the level of service failure, impact and the customer’s circumstances.

4.2 **Mandatory Compensation**

Mandatory compensation refers to payments that Torus is legally required to make under legislation or regulatory frameworks. This includes, but is not limited to, statutory home loss payments and disturbance payments.

4.3 **Quantifiable Compensation**

Quantifiable compensation may be awarded at Torus’ discretion to reimburse customers for direct and measurable financial losses incurred as a result of a service failure. Examples may include increased utility costs, expenses for alternative accommodation, takeaway food costs, or cleaning services.

4.4 **Discretionary Compensation**

Discretionary compensation may be offered where appropriate and will be assessed individually. Consideration will be given to factors such as time, effort, inconvenience, and distress experienced by the customer. Torus will ensure that any award is fair, proportionate, and consistent.

When a service failure occurs, colleagues are empowered to take appropriate steps to resolve the issue. Non-financial remedies will be considered in the first instance where appropriate, and compensation will not be offered in every circumstance. Any financial awards will align with the guidance offered by the Housing Ombudsman Service.

4.5 **Time**

Refers to the amount of time a customer has spent attempting to resolve an issue, including contact with Torus or its contractors, and any time taken away from usual day-to-day activities.

4.6 **Trouble**

Refers to the additional effort, difficulty, or impact experienced by the customer because of the issue.

4.7 **Inconvenience**

Refers to the disruption caused to a customer’s daily life or routine, including any associated costs or impacts on wellbeing.

4.8 **Home Loss Payment**
A home loss payment is a one-off statutory payment made to customers who are required to permanently move from their main residence. Eligibility arises where a customer is displaced due to compulsory purchase or other qualifying circumstances set out in Section 29 of the Land Compensation Act 1973.

4.9 **Home Loss Payment Regulations**
The value of home loss payments in England is determined by legislation, specifically the Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 (as amended). These amounts are typically reviewed on a periodic basis.

5. IMPLEMENTATION

5.1 The Service Lead for Complaints and Customer Voice is the responsible Policy Author. The Policy Owner is the Director of Housing (Customer). Complaint handlers are responsible for managing compensation within their complaint and any member of staff can apply this policy in line with the agreed limits.

5.2 Partners delivering services on behalf of Torus must meet agreed service standards, report issues promptly, cooperate with complaint investigations, and provide accurate information. Where failures occur due to partner actions, they may be required to contribute to or cover compensation costs. Partners must act professionally, treat residents with respect, and support service improvement.

5.3 Torus will ensure that any offer of compensation is assessed and paid in a manner that is fair, transparent and proportionate. This will be achieved by always treating customers with respect, dignity and empathy. Where Torus has failed to meet its service standards or where errors have occurred, this will be acknowledged, an appropriate apology will be provided and ownership will be taken to resolve the issue.

5.4 Torus will manage and resolve customer complaints in a consistent, fair and transparent manner. Where service failures occur, Torus will take prompt action to put matters right as quickly as possible and this may include the consideration and award of compensation where appropriate.

5.5 Each case will be assessed individually, taking into account the full details and complexities of the complaint in order to determine the most appropriate level of redress. Consideration will be given to the customer's experience including stress, anxiety, frustration, uncertainty and inconvenience caused. Assessment will also include the severity and impact of the service failure, the duration of the issue, the number of people affected and their individual circumstances.

5.6 Torus will ensure compliance with the Housing Ombudsman Service Complaint Handling Code 2024 and alignment with the Housing Ombudsman's Guidance on Remedies.

5.7 Torus will fully comply with any order issued by the Housing Ombudsman Service to pay compensation in cases of service failure or maladministration.

5.8 There are three types of compensation that Torus will consider.

5.9 **Mandatory Compensation Payments**

Mandatory compensation includes payments that Torus is required to make in accordance with legislation, regulation or Housing Ombudsman determinations. These include Home Loss and Disturbance payments managed in line with the Customer Relocation Policy and any other required payments determined by legislation or the Housing Ombudsman. Torus will ensure all mandatory compensation is paid in accordance with these requirements.

5.10 Quantifiable Loss Compensation Payments

Where a customer has experienced a measurable financial loss and Torus or its contractors are at fault, compensation will be considered. Examples include increased heating costs due to failure to complete repairs within agreed timescales, costs for alternative accommodation or takeaway food where it has been agreed Torus cannot facilitate a temporary move, costs for cleaning or carrying out repairs where obligations have not been met, damage to personal belongings, damage to internal decorations where "make good" works have been inadequate, and reimbursement of costs due to damage caused by Torus staff or contractors.

Customers will normally be advised to claim for damage to belongings through contents insurance, however Torus may support the customer, pay any policy excess or consider compensation where damage has resulted directly from Torus or contractor actions.

In order for compensation to be considered, Torus must be satisfied that the costs were reasonably incurred and evidence must be provided such as receipts, photographs or other documentation. Claims must be submitted within 12 months of the loss occurring. Where appropriate, compensation will reflect fair wear and tear and will not be based on a new for old replacement.

5.10.1 Discretionary Compensation Payments

Where a service failure has resulted in delay, distress or inconvenience, Torus may consider awarding discretionary compensation. This may apply in cases of poor complaint handling, delays in providing services such as repairs, failure to deliver services that have been charged for, temporary loss of amenities such as gas, electricity or water where Torus is responsible, loss of use of part of a property, failure to follow policies or procedures, or unreasonable delays in resolving issues.
Each case will be considered individually and outcomes may vary depending on specific circumstances. Complaint handlers will assess factors such as the duration of the issue, severity of the service failure and the impact on the customer.

Impact may be categorised as minor disruption where there are minimal effect and short duration, moderate disruption where there is noticeable inconvenience or financial loss or repeated low level issues, and severe disruption where there is significant financial, physical or emotional impact.

5.10.2 Factors to be considered

When determining the level of discretionary compensation, Torus will consider whether the customer has been adversely affected by actions or omissions, how and over what period this impact occurred, the level of distress, inconvenience, time and effort involved, and whether any vulnerabilities or disabilities increased the impact.

Consideration will also be given to whether the customer can be restored to their original position, what outcome the customer is seeking, whether there is evidence of financial loss, whether any actions or inactions of the customer or a third party contributed to the issue, whether the customer mitigated or contributed to the impact, and what remedy would be fair, reasonable and proportionate.

In addition to compensation, Torus may take further steps to resolve issues such as carrying out repairs or redecoration or offering goodwill gestures.

5.11 Torus will follow Housing Ombudsman guidance when calculating compensation.

5.11.1 Minor or mild impact includes situations where a service failure was not addressed at first contact, but the issue was resolved quickly with limited impact. Compensation typically ranges from £50 to £100 and will consider distress, inconvenience, time and effort, disappointment and delays.

5.11.2 Moderate impact includes cases where the customer experienced greater or prolonged impact and the issue was not resolved promptly. Compensation typically ranges from £100 to £600.

5.11.3 Severe impact applies where the service failure has caused significant physical, emotional or financial impact or continued over a long period. Compensation typically ranges from £600 to £1000.

5.11.4 Severe long term impact applies where there has been a significant failure or repeated failures with lasting detrimental effects and where Torus' response may have worsened the situation or damaged trust. Compensation will typically be £1000 or more.

5.11.5 Where complaint handling has failed, compensation may be applied as follows. Minor failure up to £50 for short delays or minor communication issues. Moderate failure up to £100 for longer or repeated minor delays. Significant failure up to £250 where there has been major delay, repeated minor, moderate or severe delays, failure to consider customer circumstances or serious errors such as misleading advice or failure to address the complaint.

5.12 Complaint handlers have the discretion to award compensation where a service failure has caused detriment. All payments must align with this policy and any amount above standard limits must be approved by a Service Lead, Head of Service or Director in accordance with Operational Standing Orders. Compensation payments do not constitute an admission of liability and decisions will be based on evidence and the balance of probability.

5.13 Exclusions

Compensation will not normally be considered where issues are caused by third parties, where claims should be made through insurance or where damage results from customer actions. In cases where matters are subject to legal proceedings. Where issues are due to circumstances outside Torus control such as severe weather or where work requested is not Torus responsibility. In cases of delay where access has not been provided, where customers have been kept informed about delays, where advance notice of service disruption has been given or where customers have delayed resolution or where it relates to planned works unless delays are unreasonable. In cases where there is no supporting evidence, where items have been replaced before inspection, for personal injury claims or for loss of earnings or rental income.

5.14 Paying Compensation

Where compensation is awarded, Torus will make payment to the customer's bank account within 28 days of receiving bank details. If the customer does not have a bank account, payment can be made by crediting the rent or service charge account or through offering vouchers as an alternative.

If a debt is owned to Torus discretionary compensation will normally be offset against this debt. This includes current or former tenant arrears, service charges and/or any sub account arrears. Mandatory and quantifiable compensation (including compensation ordered by the Housing Ombudsman Service) will be paid directly even where there is a debt.

6. CONSULTATION

Consultation has taken place with Torus Tenant Voice Customer Resolution Panel, Customer Resolution Teams and Housing teams, Finance Team, Group Leadership Team and Torus' Landlords Operations Committee.

6.1 Torus' Tenant Voice Customer Resolution Panel Meeting reviewed this policy in June 2026.

6.2 Torus' Landlord Operations Committee (LOC) reviewed this policy in July 2026.

6.3 Torus consulted with all parties to ensure that this was fair and reasonable and that the policy reflects current Housing Ombudsman Guidance issued in February 2026.

7. INCLUSION

Torus are committed to creating an inclusive environment where every individual is valued, respected, and empowered. We embrace diversity and recognise that inclusion drives creativity, innovation, and business excellence.

Discrimination, harassment, and bias have no place in our organisation. We strive to promote a culture of respect, understanding, and equal opportunity for all.

Under the Equality Act 2010, Torus may be considered as exercising a public function in the provision of its services. Torus will aim to be compliant with all aspects of Equality, Diversity and Inclusion legislation.

Torus approach will ensure Inclusion is embedded in service delivery, policies and procedures.

- Equality is the fair and unbiased treatment of others.
- Diversity refers to the presence of people who, as a group have a wide range of characteristics, seen and unseen.
- Inclusion is where people's differences are valued.

An Inclusive Torus has fair policies and practises in place and enables a diverse range of people to come together effectively.

8. MONITORING AND REVIEW

8.1 Compensation payments will be monitored on a regular basis through Torus's Customer Resolution Team and management accounts reported through various governance groups, committees and Board.

8.2 The Compensation Policy will be reviewed on a biannual basis, unless amendments are required earlier.

Appendix A Compensation Amounts (Remedies Guidance)

When considering a complaint and associated compensation, Torus will investigate and consider someone's time, trouble and inconvenience. Torus will look at this by considering the impact of the service failure on the customer as detailed in the Compensation Policy (Calculating Compensation). In addition, the other categories/amounts summarised below will also be taken into consideration.

Category / Topic	Stage 1	Stage 2
Failure to log and acknowledge a complaint on time	£50.00	£50.00
Failure to respond to a complaint in the required timeframe	£100.00	£100.00
Missed Appointments where Torus colleagues or contractors fail to attend an agreed appointment or the appointment is cancelled by us giving the customer less than 24 hours' notice (per appointment).	£15.00	£15.00
Where there are multiple missed appointments in relation to the same repair, the flat payment will be increased to £20 with respect to the 2nd and subsequent missed appointment. As an example, if there are three missed appointments in relation to the same repair, the total compensation payable will be £15 plus £20 plus £20 equalling £55.	£20.00	£20.00
Water Supply – Torus Fault		
Where Torus fails to provide adequate notice, restore the water supply within our repair's timeframe and/or fails to deliver bottled water to vulnerable customers, compensation will be paid at £10 a day until the supply is re-instated.		

Loss of use of whole home
If the whole home is rendered uninhabitable, we will refund rent for each day the customer is unable to live there while repairs are undertaken.
Loss of kitchen / access to cooking facilities
• Loss of Kitchen = 30% of the weekly rent after 24 hours • No access to cooking facilities = £15 per day per person
Loss of use of any bedroom or living room
• Main Room = 20% of weekly rent after 48 hours • Subsequent Rooms = 10% of weekly rent after 48 hours
Total loss of washing/bathing facilities
• Loss of Bathroom (no WC) = 30% of weekly rent after 48 hours • Loss of Bathroom (separate WC available) = 20% of weekly rent after 48 hours
Loss of amenities
Winter (Oct–Mar): Full £15/day, Partial £8/day Summer (Apr–Sep): £5/day (hot water only)
Increased utility costs
• Temporary heater = £7.50 per day • Dehumidifier = £7.50 per day
Making good decorations or belongings
£50–£100 per room (subject to evidence and inspection)
Wrong advice given
• Low Impact £50 • Significant Impact £100