

Procedure for Dealing with Complaints, Compliments & Suggestions in accordance with the Policy adopted by the four Rural Housing Associations.

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	<p>SECTION 1 Complaints Procedure</p>
<p>1.1</p> <p>1.1.1</p> <p>1.1.2</p> <p>1.1.3</p>	<p>Receiving and identifying a complaint</p> <p>A complaint can be made to any member of staff/contractor. We will receive the complaint in whatever way that the customer chooses to make it. It is not necessary for the complaint to be put in writing.</p> <p>If a matter can be put right quite simply, at the initial contact, and the customer does not want it to be formally investigated, then this does not have to go through the formal complaints procedure, but should still be logged on the Complaints Database so that trends can be monitored and lessons learnt actioned by the relevant Operational Manager.</p> <p>When a customer makes a complaint, we should try and put it right; if it is not possible we should offer the opportunity to put the complaint through the formal procedure and what this entails should be explained to them.</p> <p>Initially dealing with and acknowledging a complaint</p> <p>The policy is a staged process. Customers will have the opportunity to progress to the next stage if the issue is not resolved to their satisfaction. The stages are:</p> <ul style="list-style-type: none"> • Informal Stage - to be dealt with and resolved to the customer satisfaction by an appropriate member of staff (in practice this could be any member of staff and logged onto Complaints Manager). • Formal Stage 1 – receipt to be acknowledged within 3 working days. Complaint to be emailed to the Customer & Business Support Manager. Full investigation and response received by complainant within 10 days of the acknowledgement letter, if this is not possible a letter advising of revised timetable will be send. • Formal Stage 2 – If a complainant remains dissatisfied, an Appeal needs to be received within 20 days of receipt of the formal response letter. The complaint will be referred to a Complaints Appeal Panel to consider the complaint. This panel will normally comprise two Board Members (one of which will be a Resident Involvement Board Member if possible) and the Company Secretary or an Operational Manager. The complainant will be invited to attend and bring a friend or representative or other advocate to the meeting. <p>The outcome of the hearing will be communicated to the complainant in writing within 5 working days of the panel meeting. If the customer requires an alternative communication method, this will be accommodated although confirmation in writing will also be sent.</p>

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	<p>The complainant will be informed in writing of their right to appeal.</p> <ul style="list-style-type: none"> • Formal Stage 3 – which is a requirement of the Localism Act 2011, which means the resident has the right to appeal to a designated person tier prior to the Ombudsman. The Association does not currently have a recognised tenant panel; therefore the resident can refer the complaint to their local Councillor or MP of their choice. The Association will provide advice and/or information regarding this if required. • Formal Stage 4 - Appeal to the Housing Ombudsman Service. <p>1.1.4 Complaints about neighbour nuisance should be dealt with in accordance with the Anti Social Behaviour Policy.</p> <p>If however, the complaint relates to the process or our failure to deal with the issue raised, this would be dealt with under this Policy.</p> <p>1.1.5 Complaints relating to the recruitment and selection of employees should be dealt with in accordance with the Recruitment and Selection Policy.</p> <p>1.1.6 When receiving complaints you must at all times behave in a manner that takes account of the need to :</p> <ul style="list-style-type: none"> • be polite; • listen to the points being made by the customer; • not interrupt or defend the points being made; • give clear information on what will happen next; • not make promises other than that the complaint will be fully investigated. The only exception to this is where an immediate resolution can be offered by referring to a manager or colleagues there and then. <p>1.1.7 However, where a customer becomes abusive or threatening, colleagues have the right to terminate the interview/telephone conversation after they have given the customer a warning about there behaviour and intention to do this.</p> <p>1.1.8 A complaint will not usually be considered where more than four months has elapsed between the cause of the complaint and it being brought to the attention of the Association.</p> <p>1.1.9 If at any stage it is considered that a complaint is being pursued unreasonably by the complainant, the Association may choose not to handle the complaint. Such decisions should be referred to the relevant manager. The complainant must be notified in writing of the reasons for this decision. Section 4 relates to unreasonable and vexatious complaints.</p>
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	<p>SECTION 1 Complaints Procedure</p>
1.1.10	<p>The customer will be able to make their complaint at the first point of contact with us. Therefore the person receiving the complaint (in whatever form) should:</p> <ul style="list-style-type: none"> • Try and resolve the complaint to the customer's satisfaction. • If this is not possible, pass to CCT to log the complaint onto Complaint Manager and acknowledge the formal complaint. • Allocate the complaint to the Customer & Business Support Manager; this will automate an email prompt and workitem into the worklist to investigate in liaison with the necessary departments/parties. <p>A reference number will be allocated from the database, which should then be attached to all correspondence.</p>
1.2	<p>Staff recommendations</p>
1.2.1	<p>Some customers never complain, no matter how bad a service failure may be. The policy therefore allows staff members to make recommendations for compensation if they think circumstances warrant it. Staff may present a case to their manager, without the customer making an official complaint. This should be recorded on the complaints database as an informal complaint.</p>
1.3	<p>Guidance on investigating the complaint – Formal Stage 1</p>
1.3.1	<p>Instant resolution</p> <p>If the customer's complaint can be resolved (either by the initial officer, or via a colleague) at this stage, then do so. However the complaint should still be logged on Complaints Manager so the Operational Manager can evaluate the information to see if there are any trends and actions to improve the service delivery.</p>
1.3.2	<p>Initiating the formal investigation</p> <p>On receipt of the complaint email and/or documents, the investigating officer will liaise with the relevant Manager/Officer. Using the Issue-Action Model, a meeting will take place with the relevant Officers/Manager to look at the problem, the cause, identify the solution and priorities the actions. This is to ensure the problem is sorted out locally and quickly.</p> <p>The Officer/Manager needs to ensure that they take ownership and deal with all the issues/actions identified at the meeting.</p> <p>The Customer & Business Support Manager (Investigating Officer) should:</p>

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- check to see whether the complainant has complained previously;
- check files
- obtain all evidence
- discuss with relevant members of staff
- establish the sequence of events.
- Facilitate the Issue/Action assessment
- update the database at all relevant stages
- make recommendations
- agreed any lessons learnt
- prepare full response

Note: It is the responsibility of the operational manager to agree and approve the full response to the complainant.

The person investigating the complaint should consider whether the issue raised by the complainant may hide other underlying issues that may be a cause of dissatisfaction.

General guidance and points to remember when conducting an investigation

Always engage the customer – remember a complaint is usually made out of a sense of injustice. Make sure they know we recognise this. Use phone calls and visits to achieve this. Personal contact can be far more effective than written correspondence, or simply making internal checks on what we think has been done.

Where appropriate seek independent advice, bring a new member of staff in, or get a second opinion if there is a question over technical advice, use mediation services or have accounts audited.

A note should be kept of the actions taken on Complaints Manager, including the date and time. In the case of phone calls or visits this should include times when the customer is out. If we are to effectively learn from the information complaints give us, then it is vital everything is recorded during an investigation and indeed throughout the whole process.

Decide if the nature of the complaint is such that the Insurance Brokers need to be advised of the case.

Seek to establish all the facts surrounding the matter of complaint and at all times treat such information in a confidential manner. Adopt an independent and open-minded approach to the complaint and investigate it thoroughly and fairly.

Keep accurate records of each process and development in the investigation

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<p>1.4</p>	<p>to allow a full and informative report to be compiled, on which the response to the customer can be based.</p> <p>If at any stage it becomes apparent to the investigating officer that the investigation is of such a detailed nature, or there is another valid reason why the 10 working day target cannot be reasonably achieved, then the customer must be kept informed in writing and given a revised deadline.</p> <p>Investigating a complaint against a member of staff</p> <p>Initially liaise with the HR dept as they may need direct involvement in such a case.</p> <p>If a member of staff is the subject of the complaint, the individual should be told in a personal interview with their line manager about this and they should be given the chance to comment. The line manager (who will in these cases most certainly be the investigation officer) must address any defensive fears the staff member may have, by being supportive but at the same time remaining open minded.</p> <p>Such a complaint must be investigated quickly and the staff member kept fully informed of any developments. At no stage must the investigating officer allow this process to replace the Associations grievance procedures.</p> <p>If a Manager needs to take any disciplinary action and as a result the investigation will take longer than the prescribed 10 working days then this should be done, and the customer must be kept informed about progress in the complaint investigation.</p>
<p>1.5</p>	<p>On completion of the Formal Stage 1 investigation</p> <p><i>Every effort should be made to resolve the complaint at Formal Stage 1</i></p> <p>The investigation must be able to offer an “outcome” at the end of the investigation, rather than an opinion. One or more of the following solutions might be used to answer the complaint appropriately but this list is not exclusive:</p> <p>If the complaint is upheld.</p> <ul style="list-style-type: none"> • Consider what form of redress/outcome is most appropriate. This could be for example: <ul style="list-style-type: none"> ➤ A detailed explanation and apology that acknowledges a mistake on our part has been made, together with an assurance that action has been taken to prevent the same happening again - where

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	<p>possible details of the action taken should be given;</p> <ul style="list-style-type: none"> ➤ Gesture (flowers, gift voucher etc) ➤ Compensation – financial if appropriate ➤ Consider policy change implications ➤ Consider training implications ➤ Consider mediation services. As well as using mediation as an outcome to the complaint, it can also be used during the course of the investigation, particularly if the complaint is complicated, or if the customer is unwilling to discuss the problem. Prior approval for the costs would be required before offering the service to the customer. <ul style="list-style-type: none"> • The relevant Operational Manager should put right any errors or omissions by the Association as quickly as possible <p>If the complaint is not upheld.</p> <ul style="list-style-type: none"> • The complainant should be given the reasons and explanation - perhaps of policy, procedure etc., - BUT this must not be presented as an excuse. <p>Notify the complainant of the outcome in writing – in all cases the letter will be approved by the Operational Manager and signed by the Customer & Business Support Manager.</p> <p>Such letters must thank the complainant, address the matter constructively and offer reasoned explanations for our decision.</p> <p>Where possible, complaints will be responded to within 10 working days of the acknowledgement letter target. Where this is not possible, a letter will be sent to the complainant advising how long the investigation is likely to take, together with a brief explanation for the delay.</p> <p>In all cases, the complainant will be advised of a right to appeal if they are not satisfied with the outcome. Any appeal should be made within 20 days.</p> <p>Update Complaint Manager with all relevant information.</p> <p>During the course of the investigation, the responsibility of actions and/or proposed resolutions should remain within the relevant departments and not the responsibility of the investigating officer. The investigating officer will oversee the actions are completed in line with the complaint.</p>
<p>1.6</p>	<p>Investigating the Complaint – Formal Stage 2</p> <p>If the applicant appeals against the decision, it should be referred immediately to the appropriate Operational Manager.</p>

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	<p>The complainant has a right to have their complaint heard by an Appeals Panel. The Panel will consist of two Board Member (one of which should be a Resident Involvement Board Member if available) and one Operational Manager/Company Secretary (who has not been involved in the complaint)</p> <p>The complainant should make the appeal within 20 days of receiving the details of the outcome of formal stage 1. The complainant should state why they are not happy with formal stage 1 and how they want the matter to be resolved.</p> <p>Any appeal should be acknowledged within 3 working days by the Directorate Secretary. They will also liaise with Board Members and staff to set up a convenient date and time for the Hearing and confirm this to all parties.</p> <p>The Customer & Business Support Manager, with approval from the Operational Manager will prepare a summary of the case and background information which will be given to the Panel at least 7 days before the hearing.</p> <p>The final decision by the Panel should be confirmed in writing and should include details of the Housing Ombudsman Service.</p> <p>Complaints Manager should be updated accordingly.</p>
<p>1.7</p>	<p>Learning From Complaints</p> <p>It is important that we consider complaints as an opportunity for improvement rather than a threat. The monitoring section of this procedure guide sets out some of the ways in which this will happen, however, all staff dealing with complaints should seek to identify lessons that can be learned from individual complaints and should draw these to the attention of their line manager.</p>
<p>1.8</p>	<p>Housing Ombudsman</p> <p>Any complainant who is still dissatisfied can take their complaint to the Housing Ombudsman Service.</p> <p>The contact details for the Housing Ombudsman Service are:</p> <p>Housing Ombudsman Service Exchange Tower, Harbour Exchange Square, London, E14 9GE</p> <p>Tel: 020 7421 3800 Fax: 020 7831 1942 Lo-call 0845 7125 973</p>

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	<p>Minicom: 020 7404 7092 Email: info@housing-ombudsman.org.uk Website: www.ihos.org.uk</p> <p>The Customer & Business Support Manager, in conjunction with the Operational Manager will liaise with the Housing Ombudsman and provide the necessary documentation.</p> <p>Once informed that a complainant has taken this course of action, then the Complaint Manager should be updated.</p>
1.9	<p>Compliments</p> <p>Compliments received from customers will be recorded on the Compliments Spreadsheet and reviewed quarterly at Manager Meetings.</p>
1.10	<p>Customer Suggestions</p> <p>Suggestions should be logged on the central database and forwarded to the relevant manager, who is responsible for ensuring that the suggestion is considered and the relevant managers should update the database accordingly and acknowledged with 10 working days of receipt.</p>

	SECTION 2 Training and Monitoring
2	Training
2.1	<p>All relevant staff will be provided with guidance and training on how to handle complaints through Team Meetings. Training should be included in the induction process by the relevant manager. If additional training is required, this should be identified at iMap stage and incorporated into the Annual Training Programme</p> <p>All Staff are empowered to resolve complaints at the initial point of contact wherever possible.</p>
2.2	Monitoring complaints
2.2.1	All complaints received should be logged; this will enable the Association to report on whether there are any issues facing particular groups of customers.
2.2.2	<p>Outcomes of the monitoring will be fed back into future policy/procedures and/or considered for training purposes. The following mechanisms will facilitate this:</p> <ul style="list-style-type: none"> • Complaints will be reported quarterly at the Managers Meeting and annually to the Board of Management. Reports should give an overview of the nature and seriousness of complaints and the lessons learned along with how quickly they are dealt with. • Quarterly, the Managers should consider all the complaints and compliments (including appeals and their outcomes) made in the last 3 months and determine whether there are any patterns of service failure that need to be addressed, or common complaints that indicate customer dissatisfaction with a particular area of policy. • All lessons learnt from complaints are logged on a separate report. The actions and monitoring of these are the responsibility of the Operational Manager.
2.2.3	The Complaints Policy and Procedure will be reviewed every three years taking account of customer feedback.

	<p>SECTION 3 Discretionary Compensation Payments This should be read in conjunction with the Compensation Policy and Repairs Policy</p>
<p>3.1</p> <p>3.1.1</p>	<p>Insurance Claims</p> <p>The Association has liability insurance, which will pay if a customer suffers loss or injury due to our negligence. When dealing with any request for discretionary compensation, care must be taken not to compromise any potential insurance case. Where personal injury is involved, the case must be referred to the insurers immediately.</p>
<p>3.2</p> <p>3.2.1</p> <p>3.2.2</p>	<p>When compensation may be paid</p> <p>Where we have failed to meet minimum service standards or a customer has experienced financial or other loss, or</p> <p>When payment of compensation is considered appropriate to resolve an official complaint.</p>
<p>3.3</p> <p>3.3.1</p>	<p>When compensation will not be paid.</p> <p>In all cases compensation will not normally be paid if:</p> <ul style="list-style-type: none"> • Customers owe money to the Association (such as rent arrears). Any compensation will first be used to discharge the debt, with any balance then being paid to the complainant. • Loss or damage is the customer's own fault, including the failure to report repairs or keep appointments; • The loss or damage arises from an alteration or repair which the customer has arranged or carried out; • The loss or damage is the fault of another tenant or neighbouring occupier; • The loss or damage is due to acts or negligence by a third party for example a contractor who is not acting on our behalf; • We have acted reasonably and complied with our legal and contractual liabilities in carrying out a repair in accordance with our published targets; • We have made reasonable alternative arrangements to cover for interrupted service, for example provided alternative heating; • The failure to provide the service is beyond our control, for example interruptions in gas or electricity supply; • The problem should have been covered by the customer's own contents insurance.

	<p>SECTION 3 Discretionary Compensation Payments This should be read in conjunction with the Compensation Policy and Repairs Policy</p>
<p>3.4</p>	<p>Payments which may be made without recourse to the official complaints procedure</p>
<p>3.4.1</p>	<p>In many cases, the service failure will be highlighted when official complaints are received. However, for paragraphs 3.4.1 – 3.4.4 below, it will not always be necessary for a customer to make a formal complaint in order to receive compensation.</p>
<p>3.4.2</p>	<p>Service Charges</p> <p>Where the level of service drops below a reasonable standard, offering compensation demonstrates recognition of the inconvenience a customer has suffered and will help to minimise dissatisfaction.</p>
<p>3.4.3</p>	<p>If a service is provided by the Association it should be:</p> <ul style="list-style-type: none"> • At a reasonable cost • To a reasonable standard. <p>(Landlord and Tenant Act 1985)</p>
<p>3.4.4</p>	<p>It follows that if we fail to provide a service, then we should consider the tenants receiving some form of compensation. This could be in the form of:</p> <ul style="list-style-type: none"> • A written apology and a token gesture (such as flowers/gift token), <p>or, if the loss is more serious</p> <ul style="list-style-type: none"> • Monetary compensation, equivalent to: the weekly cost of that element in the service charge times the number of weeks the service has been missing. Any such payment would be for the inconvenience suffered as a result of not receiving that service and not a rent refund, so should be paid regardless of whether they are claiming housing benefit.
<p>3.4.5</p>	<p>Managers investigating complaints will consider paying compensation when:</p> <ul style="list-style-type: none"> • a service is not provided for more than four weeks (in the case of services which are only provided monthly, such as some forms of landscaping, the relevant period will be four weeks after the contractor should have called (i.e. possibly eight weeks since the contractor did call) and • no alternative service provision has been made and • the amount payable will be £10 or more per tenant.
<p>3.4.6</p>	<p>We will not pay compensation if we have provided alternative or part time service or cover or if the failure is beyond our control. For example interruptions in gas or electricity supply.</p>

	<p>SECTION 3 Discretionary Compensation Payments This should be read in conjunction with the Compensation Policy and Repairs Policy</p>
3.5	Temporary loss of facilities while in occupation
3.5.1	<p>If a room in a customer's home is totally unusable as a result of repairs or improvements we are responsible for, then compensation will be considered for the inconvenience suffered. Any payments made should be calculated as a percentage of the weekly rent, net of service charge and applied from the day the customer reported the loss of the amenity/room, or the day the contractor started on site in the case of improvements, to the day the job is complete.</p> <p>NB the loss of some amenities, such as the heating supply, is covered under the right to repair provisions and should not be considered here.</p>
3.5.2	No compensation is payable under this heading if the customer has been offered a decant and has refused.
3.6	Defects
3.6.1	New properties are covered by a defects liability period during which time the original contractor is responsible for making good any defects. Compensation claims during this period related to repairs will be referred to the original contractor and pursued by procurement. (i.e., if the original contractor does not do the work, we can arrange for someone else to do it, and deduct the cost from money retained from the original contractor).
3.7	Compensation and redress to resolve an official complaint
3.7.1	<p>How to claim If a customer feels they should be eligible for compensation they can complete a compensation claim form.</p>
3.7.2	Each case will be judged on its merits and take into consideration such matters as personal financial loss, disadvantage, stress, related medical conditions, disability etc. Also consider whether complainant has added to, or exacerbated the problem through neglect or other oversight
3.7.3	<p>Appeals</p> <p>Once a complaint is determined, all customers have the right to appeal against any offer of compensation before payment is made.</p>

	<p>SECTION 3 Discretionary Compensation Payments This should be read in conjunction with the Compensation Policy and Repairs Policy</p>
3.8	Reasons for claiming
3.8.1	<p>In addition to those matters detailed above, failing to provide a reasonable service may include, for example:</p> <p>Operational matters, such as</p> <ul style="list-style-type: none"> • failure to respond to a letter, • losing documents • missing a pre-arranged appointment (being up to an hour late is not considered a missed appointment). • loss or damage to personal property
3.8.2	<p>In most cases these service failures may cause inconvenience or annoyance but will not result in financial loss to the customer. A letter of apology or a token gesture such as flowers or small gift token will show that we acknowledge the problems caused. However, token gestures should not be made in situation where the customer has suffered serious loss or inconvenience, as it will seem as if the Association is belittling the problem.</p>
3.8.3	<p>Financial compensation should only be considered if the customer makes a formal complaint and claim for compensation. Claimants must themselves demonstrate that they have experienced a financial loss, been disadvantaged, suffered stress, and/or a major inconvenience.</p>
3.8.4	<p>If the service failure is the fault of a contractor, the Development & Maintenance Manager should consider and discuss the deduction of any compensation paid from the invoice.</p>
3.9	Loss or damage to personal property
3.9.1	<p>Residents are encouraged at all times to take out home contents insurance for their personal belongings, furniture and furnishings. The Association will not normally pay for the replacement of damaged goods/belongings.</p>
3.9.2	<p>Compensation may be paid in the following circumstances;</p>
3.9.3	<p>If a customer's decorations or furniture are damaged in the process of carrying out a repair then we will either make good the damage, pay financial compensation or offer decorating vouchers if appropriate, instead of doing the work. Redecoration or compensation payments will be based on what needs to be done to restore the room to the condition it was in before the damage occurred.</p>

	<p>SECTION 3 Discretionary Compensation Payments This should be read in conjunction with the Compensation Policy and Repairs Policy</p>
3.9.4	<p>Payments for loss or damage to personal property can only be considered through the complaints procedure, and only after careful consideration of the insurance implications. This is because there is great potential for dispute as to the items damaged, the responsibility for this and the value.</p>
3.9.5	<p>If the Association agrees to pay compensation for damaged goods, the amount paid will be based on their age and condition and not their replacement value. Compensation should be calculated by taking the original cost of the item and depreciating it over the life of the item by 15% per year.</p>
3.9.6	<p>Similarly, take consideration of whether an item (eg an antique) may have increased in value. In such a case the complainant will need to obtain a reputable third party valuation.</p>
3.9.7	<p>To claim, the customer needs to provide us with details of the damaged item, the age and value at the time of purchase and supporting receipts/proof of ownership if possible.</p>
3.9.8	<p>Claimant must themselves demonstrate that they have experienced a loss and/or been disadvantaged. Where appropriate, the claimants must provide reasonable proof of ownership of the items/goods that they are claiming for.</p>
3.9.9	<p>Where damage is caused by a contractor carrying out work on the Association's behalf we will liaise with the contractor with a view to the contractor paying the appropriate compensation directly to the customer.</p>

	<p>SECTION 4 Criteria for Determining Unreasonable or Vexatious Complainants</p> <p>The following procedure sets out how we will decide whether a complaint is considered to be vexatious and, if it is, how we will deal with it.</p>
4.1	<p>Features of an unreasonable or vexatious complainant relates to the nature of a complainants contact with the Association, either through the frequency or nature of the contact which hinders the consideration of the complaint or others' complaints. Complainants (and/or anyone acting on their behalf) may be deemed to be vexatious where the Association considers that previous or current contact with them shows that they meet at least <i>one</i> of the following criteria.</p> <p>Where complainants:</p> <ol style="list-style-type: none"> 1. Persist in pursuing a complaint where the Association's complaints process has been fully and properly implemented and exhausted; 2. Makes repeated complaints about the same subject (with minor differences) and does not accept the outcome; 3. Seek an unrealistic outcome and persists in their attempts to achieve the desired outcome; 4. Have insufficient or no grounds for the complaint and making the complaint only to annoy or for any other reason not made obvious; 5. Contact from the complainant that is frequent, lengthy and overly complicated; 6. Excessive demands on the resources available whilst a complaint is being considered. For example, excessive telephone calls; constant emails; complex letters demanding immediate responses; 7. Introduces trivial or irrelevant information as part of the complaint and/or whilst the complaint is being investigated and expect this to be taken into account; 8. Persistently change the substance of a complaint or continually raise new issues or seek to prolong contact by continually raising further concerns or questions whilst the complaint is being addressed. 9. Are repeatedly unwilling to accept documented evidence given as being factual or deny receipt of an adequate response in spite of correspondence specifically answering their questions. 10. Repeatedly do not clearly identify the precise issues which they wish to be investigated, despite the reasonable efforts of the Association to help them specify their concerns; 11. Have threatened or used physical violence towards employees at any time. 12. Have harassed or been verbally abusive on more than one occasion towards employees dealing with the complaint. 13. Make repetitive complaints and allegations which ignore the replies which Officers have supplied in previous correspondence. 14. Refuses to accept the outcome of the complaint process, repeatedly arguing the point, complaining about the outcome, and/or denying that an adequate response has been given; 15. Make what appear to be groundless complaints about the staff dealing with the complaints, and seek to have them dismissed or replaced;

4.2	<p data-bbox="380 180 1029 216">Options for Dealing with Vexatious Complainants</p> <p data-bbox="380 249 1406 348">The options below can be used singularly or in combination depending on the circumstances of the case and whether the complaint process is on going or completed.</p> <ol data-bbox="380 386 1406 1310" style="list-style-type: none"> <li data-bbox="380 386 1406 758">1) Notify the complainant, in writing, that the Association has responded fully to the points raised and has tried to resolve the complaint but there is nothing more to add and continuing contact on the matter will serve no useful purpose. The complainant will also be notified in writing that the correspondence is at an end, advising the complainant that they are being treated as a vexatious complainant and as such the Association does not intend to engage in further correspondence dealing with the complaint. We will therefore consider our internal complaints procedure to have been exhausted. The complainant will need to be advised of the option to refer their complaint to Stage 3 (external appeal) of the formal complaints procedure or Independent Housing Ombudsman. <li data-bbox="380 764 1406 898">2) A letter to the complainant setting out responsibilities for the parties involved if the Association is to continue processing the complaint. If terms are contravened, consideration will then be given to implementing other action as indicated below. <li data-bbox="380 905 1406 1068">3) Decline contact with the complainant, either in person, by telephone, by letter, by email, on social media or any combination of these, provided that one form of contact is maintained. This may also mean that only one named officer will be nominated to maintain contact (and a named deputy in their absence). The complainant will be notified of this person. <li data-bbox="380 1075 1406 1173">4) Inform the complainant that in extreme circumstances the Association will seek legal advice on vexatious complaints with consideration given to legal remedies to address the complainant's vexatious. <li data-bbox="380 1180 1406 1310">5) Temporarily suspend all contact with the complainant, in connection with the issues relating to the complaint being considered vexatious, while seeking advice or guidance from its solicitor or other relevant agencies, such as the Housing Ombudsman Service.
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Compensation Guidelines

Compensation will be considered:

- If there is a service failure
 - Failure of Service Promises of a small nature:-
Written apology; flowers; voucher up to the value of £20
 - Failure of Service Promises of a serious nature:-
Decision referred to Company Secretary
- If the resident has incurred costs due to a service failure
 - Evidence of costs incurred to be supplied by the resident for reimbursement.

Repairs – (Repairs Policy)

- Missed appointments £10 voucher
- If we fail to complete the work on time (within published timescale), we will issue a second order to the Contractor. If the work is still not completed, residents are entitled to claim compensation. This will be a fixed sum of £10 for not carrying out the work on time, together with £2 per day for every day the repair remains outstanding. The maximum amount payable for any repair will be £50.
- Should the Association need to inspect the repair before ordering the works, compensation will not be payable if the Surveyor has not been able to gain access to the property. Furthermore, compensation will not be payable if the approved Maintenance Contractor has not been able to gain access.
- Compensation will not apply to jobs that are likely to cost more than £200, because these repairs often take longer to organise and complete.
- Replacement of residents' effects damaged as a result of the failure of an item which the Association has an obligation to repair:

The Maintenance Surveyor is responsible for investigating and assessing any claim made by a resident, that his/her effects have been damaged by the failure of an item which the Association has an obligation to repair, e.g. faulty plumbing causing damage to carpet.

If, in the judgement of the Maintenance Surveyor the resident's claim is justified, an assessment will be undertaken to establish whether or not the damage is covered by the Association's Insurance Policy. Where the claim is covered the Maintenance Surveyor will be responsible for processing the insurance claim accordingly.

If, in the judgement of the Maintenance Surveyor, the resident's claim is justified, but it is not an insurance claim, the Maintenance Surveyor will recommend that reimbursement be made.

The Maintenance Manager is authorised to approve payment to the resident to a maximum of £200. Should a claim be made in excess of this figure, the Maintenance Manager will provide a report for authorisation by the Director.

Where, in the judgement of the Maintenance Manager, the claim is not justified, the resident will be advised accordingly.

Should the resident remain dissatisfied, the matter will be dealt with according to the Residents Complaints Procedure.

- Where claims arise as a result of a dispute regarding contractor negligence or conduct, the resident should, in the first instance, report this to the Association's Maintenance Surveyor or the Customer Care Team. This will then be investigated in line with the Association's Complaints Policy and Procedures. This may involve the contractor reporting the dispute to their public liability insurers, who may investigate further. If any offer of payment or compensation is made, this payment will be between the contractors, the contractor's insurers and the resident.

The Association will not be liable for any such claims or payments. The Association will act as an intermediary, and, as such, will request and forward information to the relevant parties as necessary.

In all cases, for a claim for reimbursement to be considered, receipts must be made available to the Association and/or the Association's insurers.

Compensation regarding internal decorations

The Association's policy is for our contractors to touch up areas that have been disturbed (for example, holes in walls where fixings have been removed). However, this only extends to the immediate area of the work and does not extend to substantial areas surrounding the work. Due to the difficulties in obtaining an exact colour match, the Association may offer decorating vouchers to allow the resident to touch up areas or repaint, after work has taken place. However, the Association does not undertake internal decorations.

