



We aim to provide excellent standards of service to our customers. We recognise that in some instances we may not always meet our customers' expectations and may, on occasion, fail to meet our own standards of service delivery.

In some circumstances, and in line with good practice, customers should be compensated appropriately. Any monetary payments or gestures of goodwill should aim to compensate for any inconvenience, frustration or loss caused by the actions of Muir Group or its contractors.

How can I make a claim for compensation?

Compensation claims can be made in the following ways:

- Contacting us by telephone or in person at any of our offices
- Contacting us by email at - info@muir.org.uk
- Contact can be made through our website – www.muir.org.uk
- Contacting our Customer Services Team on 01928 728000
- Requesting a home visit from a member of staff
- Writing to us, or by filling in this pre-paid Compensation Factsheet and returning it to a member of staff or to one of our offices
- Getting someone else to contact Muir Group on your behalf by telephone, in person, through our website or by filling in this Factsheet

In what circumstances can I make a claim for compensation?

Compensation for service failure or falling short of expected service levels

Occasionally, you may experience a failure in service delivery. This failure may have caused you distress and inconvenience and may have resulted in you being 'out of pocket'. Where you claim that this is the case, and it is justified, we will apologise, either verbally or in writing.

A one-off compensatory gesture may be made in addition to any other compensation you may be entitled to under the compensation policy. This gesture may take the form of a

bunch of flowers, vouchers, or a small payment appropriate to the particular issue and the level and degree of service failure.

Details of the levels of service that we are committed to providing you with are published on our website, in our residents' handbook, and on the Factsheets relating to individual service areas, for example repairs or anti-social behaviour.

Examples of service failures include:

- Missed appointments from our staff or contractors
- Loss of a vital service, such as heating
- Our failure to deal with a repair, resulting in unsatisfactory living conditions
- Our failure to deal with a nuisance complaint, causing distress
- Our failure to deal with a complaint, causing distress

Compensation for Relocation

We have legal, moral and regulatory obligations to make compensatory payments to residents who have to move out of their home (either permanently or temporarily) as a result of major repairs and improvements.

Payments under these categories will be made in accordance with Housing Corporation guidelines. The Housing Corporation is the government agency that funds new affordable homes and regulates housing associations in England. You can get further information about the Housing Corporation by visiting their website www.housingcorp.gov.uk, or by telephoning them on 0845 230 7000. We may also sometimes have to assist with forced relocation for example due to fire or flood.

Permanent Home Loss & Disturbance Allowance

We will make "Home Loss" payments to you where:-

- The move is a permanent one
- The move is the consequence of improvement or redevelopment. Repairs, including major repairs, do not justify payment
- You must have been in occupation of the building, or a substantial part of it, as your only main residence
- You have a legal right to occupy your home, i.e. as a tenant or sub-tenant.

Normally the conditions listed above would need to have been met by you for a period of one year ending with the date that you have to leave the property. The amount to be paid under the Home Loss Scheme is determined by Government regulations. Joint tenants will only receive one payment between them, not individual payments.

Disturbance Payments

Where you are entitled to a Statutory Home Loss payment, we will also make a disturbance payment. Disturbance payments are also available if you are required to move out of a property for a period of time to allow essential maintenance or improvement works.

The amount of the disturbance payment will cover your reasonable costs in moving to another property, please see list below:

- Removal expenses
- Disconnection and reconnection of appliances and services
- Alterations to carpets and curtains or replacements, whichever is cheaper, where the existing carpets and curtains do not fit in the new property
- Redecoration
- Re-direction of mail for up to 3 months
- Temporary rent or board costs where alternative accommodation cannot be found
- Discretionary compensation amount for sundry expenses relating to the move

Staying put during 'Work In Progress'

If you ask to remain in your home whilst work is carried out, a 'loss of room allowance' is available for rooms which are unusable as a result of the work. Each room is allocated a percentage of the weekly rent, and the compensation is calculated on a weekly basis. For example if your living room is unusable for one week, we would reduce the rent by 25%.

Right to Compensation for Improvements

If you have made certain improvements to your home since April 1994, you may be entitled to compensation when you move out of your property. To receive compensation, you must fulfill the following conditions:

- You had our written permission and agreed costs with us before carrying out any improvements.
- The improvements must be of a standard deemed satisfactory by us
- The work must be regarded as a "qualifying improvement" by us.

Full details of improvements which qualify can be found in our Compensation Policy, which is available on request from our Customer Services Team on 01928 728000, or from any office or member of staff.

You must make a claim, providing sufficient information about the works carried out and proof of the costs, within the period 28 days before, and 14 days after, the end of the tenancy. You can only claim if you are leaving the property empty with no-one else living there when you move out.

Compensation Formula

Compensation will not normally be the full amount paid for the work, but is worked out by using a compensation formula taking into account the cost, how long items are expected to last, and how long since you carried out the improvement. We may also vary the amount paid if the cost or standard of the improvements are in excess of those that Muir Group would have carried out, or if the work has deteriorated more or less than would normally be expected in the time period since it was carried out.

The minimum amount that can be claimed under this policy is £50 and the maximum is £3,000

For more detailed details of the formula for calculating how much you might be entitled to, please see our Compensation Policy.

We will not pay compensation where:

- You are buying your property through the Right to Buy Scheme
- The tenancy has been ended through a possession claim based on a breach of your tenancy obligations

Right to Repair Compensation

We will comply with the Right to Repair provision as laid down by Housing Corporation guidelines and will pay compensation to you where we fail to carry out qualifying repairs within the correct timescale. If you wish to be compensated under the provisions of the legislation you must contact us to confirm that you are exercising your Right to Repair on final completion of the repair by us.

Please note only works costing less than £250 qualify for compensation.

When you inform us that an emergency or an urgent repair has not been attended to, we will issue a second repair notice giving a revised date to you of when the work will be completed. Examples of qualifying repairs are given below.

If the work is not done by the revised date, you are entitled to a compensation payment of £10, increased by £2 per day (up to a maximum of £50) for every day the repair remains outstanding after the end of this second period.

This right does not apply if you have failed to provide access for an inspection or for our contractors to carry out the repair, assuming that appropriate notice of required access has been given. Neither is compensation payable if we have made safe the problem but need to return to complete the repair.

Qualifying Repairs

Total electrical failure	Blocked flue to boiler	No gas or gas leak
Burst pipes or major water leaks	Total electrical failure	No hot water
Making a property secure (where the fault lies with Muir Group)	Blocked foul drains / WC	No heating

Urgent repairs

Defective WC flushing mechanism	Defective heating appliance	Running overflow
Blocked sink, bath or wash basin	Leaking tap, pipe or cistern	Leaking roofs and gutters
Defective locks and glazing	Rotten timber to floor or stairs	Mechanical extractor fans
Defective power socket, lighting or electrical fitting	Ill-fitting doors and windows	Inoperative door entry phones

Please note: receipt of a claim form from Muir Group does not imply acceptance of liability. All claims will be dealt with in line with our compensation policy, which is available from our Customer Service Team 01928 728000, or at any of our offices.

If I have rent arrears or outstanding recharges, will I still be paid compensation?

Where compensation is payable and you are in rent arrears or have another outstanding debt to us, e.g. rechargeable repair, we reserve the right to deduct the amount of compensation from the outstanding debt.

What information do I need to give Muir Group to make a claim?

All costs claimed must be reasonable and receipts, quotes or other evidence will need to be provided by you.

Right to appeal

Once a decision has been made against a compensation claim, you have the right to appeal the decision, which will be dealt with in line with our complaints procedure.

Do you need help to read this? Please contact us

Tel: 01928 728000 or Textphone: 01928 728066



Arabic

التعويض

هل تحتاج إلى مساعدة لقراءة هذا؟ يرجى منك الاتصال بنا

Portuguese

Indemnização

Necessita de ajuda para ler isto?
Entre em contacto conosco

Bengali

ক্ষতিপূরণ

ইহা পড়তে আপনার কি সাহায্যের দরকার? দয়া করে আমাদের সাথে যোগাযোগ করুন

Punjabi

ਮੁਆਵਜ਼ਾ

ਕੀ ਖਿਹਤੁ ਸਮਝਣ ਲਈ ਤੁਹਾਨੂੰ ਮਦਦ ਦੀ ਲੋੜ ਹੈ? ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ ਗੱਲ ਕਰੋ।

Chinese

补偿

閱讀本文時，您是否需要協助？請與我們聯繫

Somali

Magdhow

Ma u baahan tahay in lagaa kaalmeeyo akhrinta feylkan? Fadlan nala soo xiriir.

Gujarati

વળતર

શું તમને આ વાંચવામાં મદદની જરૂર છે? કૃપા કરી અમારો સંપર્ક સાધો

Urdu

معاوضہ

س کو پڑھنے میں کیا آپ کو مدد کی ضرورت ہے؟ برائے مہربانی ہم سے رابطہ کریں۔

Polish

Rekompensata

Potrzebujesz pomocy, aby to przeczytać?
Skontaktuj się z nami.

Welsh

lawndal

Os arnoch chi angen cymorth i ddarllen hyn?
Cysylltwch â ni

This document is available in large print & Braille on request.

Muir Group Housing Association Limited

Registered and Head Office

Old Government House, Dee Hills Park, Chester,
Cheshire CH3 5AR
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Area Offices

Blackpool

3 Chatburn Close, Blackpool, Lancashire FY3 7FD
Telephone: 01253 390449 Facsimile: 01244 404020

Bumley

Second Floor, Lodge House, Lodge Square, Cow Lane,
Bumley, Lancashire BB11 1NW
Telephone: 01282 446500 Facsimile: 01244 404021

Glebe Green

28 Vauxhall Way, Glebe Green, Winsford CW7 1NG
Telephone: 01606 554026 Facsimile: 01244 404023

Helsby

Oakmere House, Mere's Edge, Chester Road, Helsby,
Cheshire WA6 0DJ
Telephone: 01928 728000 Facsimile: 01244 404026

Huntingdon

Stable Court, Ferrars Road, Huntingdon, Cambridgeshire
PE29 3DH
Telephone: 01480 453234 Facsimile: 01244 404025

Customer Services Team: 01928 728000 Email: info@muir.org.uk

www.muir.org.uk

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I would like to make a claim for compensation:

Details of claim

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Name:

Address:

Telephone:

Email:

RESPONSE SERVICE No.
NAT8690

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Customer Service Manager
Muir Group Housing Association Ltd
Mere's Edge
Chester Road
Helsby
FRODSHAM
WA6 0ZY

