

Habitare Homes Limited: Complaints Policy

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Policy Owner:	Board
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Approved by:	Board

1 | Introduction

- 1.1. At Habitare Homes Limited (**Habitare Homes**) we are committed to high standards of customer service. However, there may be occasions when we do not meet the high standards we set for ourselves. We welcome feedback and we also take any form of complaint seriously. We will try wherever possible to resolve a complaint to the customer's satisfaction.
- 1.2. We reserve the right to use discretion when applying the policy and may deal with a complaint differently where individual circumstances merit it. Any discretion will be applied fairly and appropriately. Complaints will be progressed as far as possible to maximise the opportunity to resolve a dispute.
- 1.3. This policy will be jointly implemented with our Managing Agents.
- 1.4. Where a Managing Agent is engaged to manage properties on behalf of Habitare Homes;
 - The Managing Agent will apply all aspects of the Complaints Policy on our behalf, and ensure their staff are trained on the policy;
 - The Managing Agents will consult Habitare Homes on all significant activities undertaken in fulfilment of the policy where required; and
 - The words "staff", "we" and "us" in this policy refers to the staff of the Managing Agent with regard to all operational matters.

2 | Scope

- 2.1. This policy applies to all residents of Habitare Homes who have a legal relationship with us i.e. are an applicant, tenant, leaseholder, or licensee.

3 | Legislation or Regulation

- 3.1. Habitare Homes will operate its Complaints Policy in compliance with the Housing Regulator's Standards as set out in "The Regulatory Framework for Social Housing in England from April 2012" as updated in 2015 and 2018 and associated guidance documents.
- 3.2. This policy has been developed in line with the 2020 Housing Ombudsman Service's Complaint Handling Code, Equality Act 2010 and Tenant and Involvement Empowerment Standards
- 3.3. We will comply with collection, storage, access to, provision and disclosure of complaint data in accordance with the Data Protection Act 2018 and our Data Protection Policy

4 | Definitions

- 4.1. Service request: A service request is a request from a resident requiring action to be taken to put something right. Service requests will be recorded, monitored and reviewed regularly. A complaint will be raised when a resident raises dissatisfaction with the response to their service request.
- 4.2. Complaint: We use the Housing Ombudsman definition and define a complaint as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents. An expression of dissatisfaction does not need to include the word complaint to be handled in line with this policy. We treat multiple complaints from the same complainant as a single complaint.
- 4.3. Complainant: Anybody with a legal relationship to us (i.e. applicant, tenant, leaseholder or licensee) can make a complaint about the service we or anyone working for us (including e.g. managing agents or contractors) provide.

- 4.4. Complaints Officer: As per the Housing Ombudsman Code, Habitare Homes has a dedicated “Complaints Officer”, whose role may or may not be dedicated to complaints handling. The Complaints Officer, will:
- Act sensitively and fairly;
 - Be trained to receive complaints and deal with distressed and upset residents;
 - Have access to staff at all levels to facilitate quick resolution of complaints; and
 - Have the authority and autonomy to act to resolve disputes quickly and fairly.
- 4.5. Housing Ombudsman Service: a service provided to all residents of registered providers of social housing which can assist residents throughout the life of a complaint and also be used if complaints should be escalated.

5 | Exclusions

- 5.1. Where the issue raised is excluded under this policy, we will confirm this in writing to you, with information about your next options.
- 5.2. The following are generally not considered as complaints and will be dealt with via alternative mechanisms:
- a. Repairs which are a resident’s responsibility – we can refer you to local trades bodies or e.g. Checkatrade to source a tradesperson;
 - b. Legal action – if we are involved in legal action with you then we are unable to handle complaints which your or our solicitors are dealing with at the same time;
 - c. Insurance claims – these are dealt with through our insurers;
 - d. Services which are not our responsibility – e.g. local authority decisions about nominations or housing benefit;
 - e. Service charge complaints – we manage these through our Rent and Service Charge Policy;

- f. Anti-social behaviour (ASB) – complaints regarding the behaviour of our residents should be reported direct to the housing manager for investigation under our ASB policy;
- g. Feedback about our policies and procedures – we will record this and use it for the purposes of continuous improvement when the policy or procedure is next reviewed;
- h. Anonymous complaints will be logged and passed to the relevant team for investigation;
- i. Unreasonable Behaviour – whereby the complaint has no serious purpose or value. It has little merit and investigating the complaint would be out of proportion to the matters or subject of the complaint.

6 | Policy Commitment

6.1. Informal - Quick resolution

- 6.1.1. When you first let us know that you are unhappy with our service, we will try to resolve the issue outside of our complaints process, for example, if you have had a missed appointment or we have failed to complete an outstanding repair then we will attempt to resolve the situation without delay.
- 6.1.2. The response is much quicker than a formal complaint as we will not normally carry out an investigation or send formal letters but will look to get the problem resolved as quickly as possible, typically within 2 working days.
- 6.1.3. We will give you a fair opportunity to set out our position and comment on any adverse findings before a final decision is made.
- 6.1.4. If further enquiries are needed to resolve the issue or if you request it, the issue will be logged as a formal complaint, and typically we will provide an acknowledgment of your complaint within 5 working days.

6.2. Formal Complaints

- 6.2.1. These are complaints which require some degree of investigation and / or follow-up and cannot therefore be resolved. You can complain about any services we have provided within six-months of the incident happening. We may accept older complaints at our discretion in extenuating circumstances for example if a complaint is delayed due to ill health.

- 6.2.2. We aim at resolving your complaint as quickly as possible. If you make a complaint and we follow our process, we are unable to accept another complaint about the same issue.
- 6.2.3. Anyone can make a complaint on your behalf. If a third party making a complaint on your behalf is not an MP, local councillor, or a person with power of attorney, we will require written permission from you before corresponding with them.
- 6.2.4. Making a complaint will not result in any adverse changes to the services that we provide you.

7 | Dealing with complaints

- 7.1. We have a 2 stage complaints resolution process.
- 7.2. Stage 1:
 - 7.2.1. If you are unhappy with a service, we have provided or we have been unable to resolve an issue to their satisfaction under our informal-quick resolution process you can raise a formal complaint.
 - 7.2.2. You can do this in a number of ways including online, by email, by phone or by post.
 - 7.2.3. We will endeavour to keep a record of all correspondence with the complainant. Where we are unable to meet the timescales set out in this process, we will provide the complainant good reason why this is the case.
 - 7.2.4. Hopefully we can resolve everything by email or phone, if not we are happy to meet with you face to face to seek to find a solution.
 - 7.2.5. If you refuse to engage with us to resolve the complaint in line with this complaints process, then we will have to close your complaint.
 - 7.2.6. We will investigate your complaint and aim to give you a full written response within 10 working days. Our response will explain the outcome of our investigation together with any actions that we agree with you to resolve the complaint. If we need more time to investigate your complaint, we will let you know and keep you regularly informed.
 - 7.2.7. We close complaints once we have sent you our written response and agreed actions with you (if appropriate) to resolve your issue. If you request a review, your complaint will stay open.

7.3. Stage 2

- 7.3.1. If you're unhappy with the decision in relation to your complaint you can ask for your complaint to be reviewed.
- 7.3.2. A request for a review should be made within a reasonable timeframe and as defined in the Managing Agent's complaints policy.
- 7.3.3. You must be clear about your reasons for remaining dissatisfied with our reply and specific about the outcome you would like from us in order to resolve your complaint.
- 7.3.4. If we do not hear from you within this timeframe, your complaint will be closed and not reopened.
- 7.3.5. If we do not agree to escalate your complaint to a review, then we will write to you to explain this and the reasons why. Your complaint will then be closed. For example, if the outcome of the complaint won't change or your requests have already been met.
- 7.3.6. If your case is escalated to a Stage 2 review, the complaint will be handled by an independent reviewer who has not involved in the original decision. If necessary, we may request advice from our legal team when reviewing your complaint. We will send you with a formal written response within 20 working days. In exceptional circumstances, the timescales for responding may need to be changed. If this is the case, we will agree a new timescale with you.

8 | External Review

8.1. Housing Ombudsman

8.1.1. At any stage during your complaint, you can approach the Housing Ombudsman for independent advice around your complaint. Once we have exhausted our internal complaints process, you can contact the Housing Ombudsman for further investigation should you remain unhappy.

8.1.2. Details of the Housing Ombudsman Service is available on their website:

<http://www.housing-ombudsman.org.uk>

8.1.3. In most cases the Housing Ombudsman Service will only accept your complaint if:

- a. You hold a legal relationship with Habitare (i.e. applicant, tenant, leaseholder or licensee);
- b. Are an advocate for an applicant, tenant, leaseholder or licensee;
- c. Live in one of our homes (and you give your consent);

AND

- d. You have followed both stages of Habitare Homes' complaints process i.e. you made a complaint and then asked us to review it.

8.2. Enquiries from Councillors and MPs

8.2.1. We aim to give Councillors and MPs a full response within 10 working days.

9 | Learning from complaints

- 9.1. We aim to learn from complaints and use this information to improve how we work. When something changes as a result of a complaint, we will inform our residents of what has been changed and also publish a regular update on our website about how we are using complaints to improve services.
- 9.2. We will publish our self- assessment against the Housing Ombudsman's Code annually on our website.
- 9.3. The board will receive quarterly reports about the volumes of complaints received, at which stage they were resolved, and any trends or themes within the complaints.

10 | Compensation

- 10.1. We will follow the Managing Agent's compensation policy.
- 10.2. Where we uphold a complaint, we may in some circumstances and where we consider it to be appropriate, offer a discretionary compensation payment.
- 10.3. The payment offered will be proportionate to the circumstances of the failure that led to the complaint and to any shortfalls in service the impact this has had. We specifically consider:

- a. actual, proven financial loss sustained as a direct result of the maladministration or service failure, and/or
- b. avoidable inconvenience, distress, detriment or other unfair impact of the maladministration or service failure.

10.4. We may also consider the following factors when deciding the overall amount:

- a. the duration of any avoidable distress or inconvenience
- b. the seriousness of any other unfair impact
- c. actions by the complainant which either mitigated or contributed to actual financial loss, distress, inconvenience or unfair impact
- d. the levels of compensation for similar cases we may have paid

11 | Equalities and Diversity

11.1. We adhere to the provisions of the Equality Act 2010. Habitare Homes does not discriminate against tenants or residents on account of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

11.2. This means we have processes in place to accommodate an individual's needs regarding access to an appropriate channel for raising a complaint.

12 | Monitoring and Performance

12.1. The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.

12.2. This policy will be reviewed every two years or when there is a change in circumstances, in work practices or the introduction of new legislation.

Our Managing Agents will be consulted when this policy is reviewed.

Version Control

Date	Amendment	Version
Oct 2021	New Policy	1.0
Sept 2022	Full review in line with Housing Ombudsman code of practice	2.0

