

1.0 Introduction

1.1 This document identifies the policies, standards and procedures to be followed by the Association's staff in the ways in which services are provided and how tenant/ customer or both should be treated.

1.2 Policy

The Association recognises that the majority of its tenants have language difficulties and are on very low incomes. NLMHA therefore believes in a strong customer care ethos and believes that this can best be demonstrated if it offers efficient, cost effective services, which takes into account the tenants circumstances and is relevant to their needs.

1.3 We Aim To Achieve This By

- a. Providing a customer oriented service which is value driven and puts customer first
- b. Providing a high standard of service within the Associations' resources
- c. Employing staff who are informed and helpful and who can access languages that tenants understand
- d. Setting and monitoring service standards and to take action to improve if necessary
- e. Being open to our customer's ideas
- f. Providing tenants with information about policies and services
- g. Advising tenants on how to access services
- h. Providing opportunities for tenants to influence decisions on the type and range of services offered
- i. Respecting their right to confidentiality
- j. Responding to complaints positively and quickly
- k. Putting right errors which come to light or are brought to the Association's attention

1.4 Background

1.4.1 There is an expectation from recipients of services that the Association should be responsive to their needs. The Association is committed to meeting their customer's expectation, getting it right first time, and if we don't, we try to put it right as quickly as possible. We will operate in a spirit of fairness and equality of opportunity for all our customers. We will act against discrimination of any form. We are also committed to the requirement of the Tenant Guarantee to define standards and to judge our performance against those standards.

1.5 The Office

The office is open from 9.30 a.m. to 5.30 p.m. Monday to Friday (excluding Public Holidays). Every effort will be made to ensure tenants will have an initial assessment interview by an officer within 10 minutes of visiting the office if they visit the office on a day when their Housing Officer is not on duty.

It is expected that officers will be courteous and helpful, and may be able to access an interpreter where necessary.

1.6 The Telephone

Telephone enquiries will be answered within five rings. The person answering will be courteous and helpful. If they are unable to help, a message will be taken and the relevant officer will contact the tenant within 24 hours. If it is known that the officer will be absent for longer, this will be explained without necessarily revealing the reason for the officer's absence. If the matter requires urgent attention, the telephone call or a message will be passed to any member of the housing team who will decide on the action they wish to be taken

1.7 Correspondence

Correspondence requiring a response will be acknowledged within 5 working days. A full response will be completed within 10 working days. The response will be in plain English, free of jargon and the officer dealing with the letter will sign the response in their own name and state the title of their post.

1.8 Translation Into Different Languages

We operate mainly in English, however we may be able to help in cases where the service of interpreters / translators is needed.

1.9 Accountability - Service Standards

The Association is committed to achieving high service standards in Housing Management. The guidelines set out in the Tenant Guarantee will be used by us as the basis for monitoring our performance in the delivery of services. The Association will seek the views of tenants regularly and the outcome will be reported to the Board of Management. These will be taken into account when decisions about services are being considered.

1.10 Consultation On Housing Management Services

The Association wishes to involve tenants in the management of their homes and will seek tenants' views about changes which will directly affect them and will seek their views about the services provided. The outcome of their responses will be considered when decisions about future services are made. NLMHA aims to keep tenants informed and publishes two newsletters each year which gives information about our activities. We positively encourage tenants to contribute to and write articles for the tenants' news letter.

1.11 Right To Information

The Association will conform to the requirement of the Tenant Guarantee to provide tenants and applicants with information about our policies and procedures on the main areas of housing management. A Tenant Information Pack is available to all tenants which provides information on a range of policies. Leaflets are available for applicants on the Association's Allocation and Complaints Policies Procedures.

1.12 Data Protection

The Data Protection Act 1998 gives members of the public a right to see any information about them which is held by the landlord in a computerised form. The Association is committed to this requirement and will inform tenants in writing if they intend to disclose personal data to an organisation for research the request. This is separate from the Association's obligation to assist the police and other statutory bodies with information in the performance of their duties. The Association will only provide that information which is, in its opinion, relevant to the investigation.

1.13 Access To Personal Files And Information

The Association is committed to extending the rights of tenants to

information held about them and will allow tenants access to their personal file and other manually maintained records about them, and will respond positively to tenant's requests for amendment to their records if the tenant believes information held about them is incorrect.

1.14 Complaint

It is recognised that despite the associations' standards, there may be occasions on which tenants are dissatisfied with the service because standards have not been met. The association will use its best endeavours to resolve complaints before tenants feel obliged to take legal action or take the matter to the Ombudsman service. When a complaint is received, the Housing Manager is responsible for undertaking an initial investigation to ascertain the facts of the case and to respond to the complainant within 10 working days. It is expected that the investigating officer will seek to resolve the problem to the satisfaction of the complainant if it is on the basis of poor service delivery. However, a positive outcome may not be possible if the complaint is about a policy decision. Policies will be reviewed regularly to ensure they remain relevant to the needs of the majority of tenants.

1.15 Confidentiality

The Association recognises the tenants' right to have information held about them kept in a confidential manner. The association accepts fully the responsibility set out in the Data Protection Act and Access to Personal Information Act and undertakes not to divulge information except in circumstances allowed for in the relevant Acts.

1.16 Compensation

It is recognised that there may be occasions on which the service provided does not meet the Association's service standards or obligations. When this happens, the Association may make a payment in compensation for the inconvenience suffered. This will not effect the tenant's statutory rights. Compensation may also be payable for the loss of the use of some or all of their home or for qualifying improvements to their home.

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2.1 Policy Statement

Review Date June 2005

It is the Association's policy to extend the rights given by the Data Protection Act, to tenants and applicants regarding personal information held on computer to include personal information held on tenant/house file, and other manually maintained records.

In extending this right to personal files the Association has stipulated:-

Information will only be disclosed to:

- a. Current Tenants
- b. Former Tenants (up to 2 years after tenancy termination)
- c. Transfer Applicants
- d. Requests to view personal information must be made in writing.
- e. Certain information will not be disclosed:
 - Information given by a third part (without their consent)
 - Information given in confidence by an agency
 - Information in connection with legal proceedings.

By adopting this policy the Association aims to ensure that: -

- a. Only accurate and relevant information is recorded on file
- b. Subjective comments are avoided
- c. Reports are clear and accurate, and that tenants/applicants concerns about information held about them are allayed

2.2 Introduction

Section 106 of the Housing Act 1985 gives secure tenants and applicants the right to inspect personal information which has been provided by them and is recorded on their application or tenant file. The Tenants Guarantee for Assured Tenants extends this further stating that within reason all personal information except for letters or reference from third parties should be made available to tenants. In response to the above requirements and in recognition of the benefits to be derived from an open style of management the Association has developed a "policy on Access to Personal Information".

2.3 What Information Can Tenants Have Access To?

2.3.1 The Data Protection Act specifies that the Association must on request provide tenants, applicants and any other individuals about whom we keep personal information, with copies of that information.

2.3.2 The Data Protection Act only applies to data held electronically and automatically processed, it does not cover information held on cards and files.

2.3.3 The Association's policy on "Access to Personal Information" extends the rights given to tenants and applicants in relation to computer held information to tenant/house files and to applicants' waiting list files.

2.4 To Whom Should Information Be Disclosed?

- a. Current Tenants
- b. Former Tenants who request information within 2 years of vacation.
- c. Waiting list applicant
- d. Transfer applicants

2.4.1 Exempt Information

2.4.1.1 Information from a third party unless the consent of that party has been obtained, e.g. complaints from neighbours.

2.4.1.2 Information which has been given in confidence to the Association by the tenant/applicant. In particular, where women and children are at risk of violence or abuse, or where the disclosure of the information may lead to physical/mental harm or victimisation.

2.4.1.3 Information which has been given in confidence to the Association by an agency, e.g. Social Services, Doctor, Solicitor.

2.4.1.4 Information in connection with legal proceedings being taken against the individual or any other person or information recommending that legal action be taken.

Notes: A tenant may specifically request that certain information, e.g. HIV disclosure is not put on their file. This right should be respected. If the information is needed by the Association, it should be kept in a confidential file, held by the Housing Manager.

2.5 Viewing Procedures

- 2.5.1 Tenants/applicants wishing to see personal information should write to their Housing Officer. They should specify what information they want access to and the reasons why.
- 2.5.2 We should be able to respond within 10 days for any request for information. The Housing Officer should discuss the request with the Housing Service Manager and in particular, review the reason why the information is being requested.
- 2.5.3 If approval to view the file is given by the Housing Services Manager, all items that are exempt from disclosure should be agreed upon and removed from the file. A list of the exempt items should be prepared.
- 2.5.4 The tenant/applicant should then be contacted and a date made with them to view the records in the presence of the Housing Officer at the office.
NB. Proof of identity will be required.
- 2.5.5 If documents have been removed from the file, the tenant/applicant should be told that the documents are exempt and shown a list of the items that has been removed. This list should not specify the names of third parties.

2.6 Altering Records

- 2.6.1 If individuals feel that information on their file is incorrect or needs amending, they should put their request in writing.
- 2.6.2 If the Housing Manager agrees with the request, a copy of the original document plus confirmation of amendment should be sent to the tenant and a copy placed on file.
- 2.6.3 Where the request is refused the Housing Manager should write to the tenant/applicant giving reasons for refusal to amend, but advising them that their disagreement with the comments has been noted and attached to the original document.

2.7 Request To See Personal Information From A Third Party

- a. If exempt information is requested to be seen, it must be explained that this cannot be divulged without the consent of the third party.
- b. Consent of the third party should be requested in writing, within 7 days of the request to see the information.

2.8 Implication Of Policy

Both the Data Protection Act and the Association's Access to personal information impose responsibilities upon staff to ensure:

- a. Only relevant and accurate information is recorded.
- b. All facts are recorded, e.g. visits, telephone calls not just selected details
- c. Subjective comments are avoided
- d. Reports should be clear and accurate
- e. Information from third parties should be recorded/filed in such a way that it can be removed as an exempt document.

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3.1 Introduction

It is the Association's policy to comply with the legislative requirements and the principles of the Data Protection Act 1998, in relation to the processing of personal data.

To ensure compliance with the Data Protection Act, the Association:

- a. Is registered with the Data Protection Registrar
- b. Regularly reviews internal procedures to ensure that personal data held on computer is:
 - Obtained fairly
 - Is held for specific purposes and only used for those purposes
 - Is as far as possible accurate and kept up to date
 - Is not kept longer than necessary
 - Is protected from unauthorised access
- c. Recognises that tenants, applicants and other individuals about whom personal information is held has the right to:
 - Have access to the information held about them
 - To receive compensation for damage suffered if information is inaccurate or information is lost or disclosed without consent
 - Have personal information corrected or erased
- d. Has developed procedures for dealing with:
 - Requests for access to personal information
 - Requests for personal information from tenants, applicants and third parties, and guidelines for giving out information
 - Imposes a responsibility on staff members to ensure that sensitive data is not on public display.

The Data Protection Act 1998 gives tenants, applicants and former tenants the right to see the personal information that we hold about them on our computer systems. The Act imposes responsibilities and liabilities on all staff who use computer systems, to ensure that the information recorded is correct and that details are only disclosed in approved circumstances. The Association is committed to the spirit and principles of the Data Protection Act and expects staff to apply the same standards to all manual records and information held throughout the organisation.

3.2 What Are Tenants Rights Under The Data Protection Act?

The Act gives tenants, applicants and other individuals that we hold personal information about, the right to:

- a. Have access to the information held about themselves
- b. To receive compensation for damage suffered because information is inaccurate

- c. Compensation for damage suffered because of loss of information or unauthorised disclosure of information
- d. To have personal information corrected or erased

3.3 What Information Should Tenants Have Access To?

Tenants should have access to all personal information held on computer. The majority of the housing management systems include personal information, thus tenants are entitled to access to:

- a. Lettings/Waiting List Records
- b. Tenant Masterfile Information
- c. Rent Accounting Records
- d. Rent Arrears Monitoring System
- e. Maintenance Repair Requests
- f. Housing Benefit Records

3.4 Dealing With Requests For Access To Personal Information

- a. When a tenant asks to see information held on computer about them it is most important that the persons identity is checked thoroughly (e.g. ask to see giro payment book, lettings reference number), because compensation is payable if information is wrongly disclosed.
- b. The requestee should be advised that they will receive a copy of all personal information held on the Association's computer within the next 10 days.
- c. Advise the requestee that requests for correction or deletion should be sent to the Housing Manager.
- d. The Housing Manager will ensure the amendment takes place and will organise for the data to be produced and a copy sent to the tenant.
- e. The Association does not make a charge for an initial request for information. It reserves the right to ask for a fee for subsequent enquiries.

3.5 Requests For Information

3.5.1 From the Public, Tenants or Applicants

- a. The Act makes it quite clear that personal details held on our computer system must **not** be supplied to any person without proof of identity.
- b. Telephone enquirers should be asked to quote their Application Reference Number or in the case of tenants their Tenant Reference Number (i.e. the number of their giro book/rent statement). The reference number will be taken as proof of identity of the person.
- c. Enquirers at reception must be able to provide their Application/Tenant Number or some other proof of identity, e.g. giro book.
- d. It is not acceptable to take names/addresses as proof of identity. The person requesting the information must be advised what proof of identity we require before we will disclose any information.

3.5.2 Dealing With Requests For Information From Agencies

- a. The Association is required to specify in its registration with the Data Protection Registrar the agencies to whom we will disclose information.
- b. The 'approved' agencies are:
 - e. Police
 - f. Local Authorities
 - g. Citizen Advice and Other Bureaux
 - h. Department of Social Security
 - i. Social Services
 - j. Doctors
 - k. Health Visitors
 - l. Probation Service
 - m. Law Centres

- c. Information cannot be disclosed to these agencies unless they have proof of identity.
- d. In addition to the Agencies listed in our registration, we also receive requests for information from other agencies. Information must not be disclosed to these agencies without the individual's written consent.

3.6 Giving Information To Approved Agencies

- a. Having established proof of identity, staff must then satisfy themselves that the request for information is reasonable.
- b. Any information disclosed must be accurate and factual, guessed answers or subjective comments should not be made.
- c. The type of information that can be disclosed is:
 - Tenancy Commencement Date/Termination Date
 - Address Details
- d. Where the request is from the Housing Benefit Department or DSS details of the rental charge and arrears figure can be given if it is required to process a claim. In all other situations the tenant's permission should be sought before divulging rent details.
- e. Requests for information in connection with the Council Tax must be given so that the Local Authority can identify the person liable for Council Tax.
- f. Requests from Police for information should be referred to the Housing Officer/Manager to deal with. The Association wishes to co-operate with the Police in the prevention and detection of crime, but in doing so does not want to breach tenant confidentiality.

In an emergency any staff member is authorised to give the Police, address details and next of kin information.
- g. Requests for information from Social Services/Probation Service, etc., are best handled through written correspondence. In this way the person asking for the information is required to state exactly what information is required and the reasons why. If there is any element of doubt about providing information the request should

be discussed with the Housing Manager.

NB. The Data Protection Act affects all organisations and therefore Agencies requesting information must equally be aware that there cannot be the same free exchange of data as before the Act.

3.7 Confidentiality/Security

It is the responsibility of individual members of staff to ensure that sensitive data is not on public display.

3.8 Definition Used In The Data Protection Act

3.8.1 Data: Information in a form in which it can be processed by computer.

3.8.2 Personal Data: Information about a living individual, including expressions of opinions about him or her, but excluding any indication of the intentions to the Data User in respect of that individual.

3.8.3 Data User: An organisation or individual which controls the contents and use of a collection of personal data processed, or intended to be processed, automatically.

3.8.4 Computer Bureau: Any organisation or individual who processes personal data for Data Users, or allow Data Users to process personal data on his or her computer equipment.

3.8.5 Data Subject An individual to whom data relates.

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4.0 Introduction

4.1 North London Muslim Housing Association aims to achieve the highest standards in service delivery and as part of this objective NLMHA ensures confidentiality of information.

4.2 The Association has comprehensive procedures to ensure confidentiality of information.

4.3 These ensure that information is held only with the clients consent. The

only exceptions to this will be clearly explained to all affected parties. For example, information may be disclosed to the Housing Corporation for funding purposes about agencies with whom the Association is working to provide Corporation funded projects.

4.4 Tenants have the right to see and discuss details held upon request.

4.5 The Association's Complaints Procedure is also available to any relevant party to resolve any outstanding complaints.

4.6 Procedures - Scope And Purpose

4.6.1 The principle of this policy is to protect and promote the rights and interests of the individual. NLMHA is committed to maintaining high standards of confidentiality in all aspects of its work. This includes records and information pertaining to employees, tenants, prospective tenants and properties. Breaches of confidentiality may jeopardise the well being of staff and tenants and consequently will be subject to disciplinary proceedings.

4.6.2 The purpose of this policy is to give guidelines on maintaining confidentiality in all aspects of NLMHA's work and circumstances where disclosures may be necessary and the procedure for doing so.

4.7 Disclosure

4.7.1 In all but defined cases, (e.g. disciplinary procedures), the ultimate reference point for deciding who should be informed of a piece of confidential information is the individual to whom it applies. It is important, however, that where consent is given that it is informed consent. For this to be the case it is necessary to tell the person concerned why there is a need to disclose information and to whom. The person also should be told of the likely consequences of their agreeing or not agreeing to this. (In some instances, for example, non disclosure could mean that the person's need for a service could not be identified). Once consent has been obtained, it is the responsibility of the person passing on any information to ensure that this is only done in terms agreed originally.

4.7.2 Disclosure of confidential information may require written authorisation by the individual concerned. This should be dated and specify to whom disclosure is authorised, e.g. if you are requesting information from one person's G.P.

4.7.3 Information About Tenants

4.7.3.1 To other organisations

- a. Information should only be given to other agencies with the tenant's permission. However, some agencies may require full details including criminal record if the tenant is being referred to them. Tenants should be told of the exact criteria and information requirements of these organisations.
- b. Certain types of sensitive information (e.g. if a tenant is HIV positive, or AIDS) *Must not* be passed on without the tenants permission.

4.7.3.2 To DSS/HB/Community Charge

- a. Information will often be requested by DSS/HB/Community Charge over the phone and pressure is often put on workers to provide information to "speed up" a claim.
- b. NLMHA will make clear to the tenants what sort of information may be required (e.g. date of moving in, services provided).

4.7.3.3 Information About Staff

- a. A request for employee's home address and telephone number will always be referred to the individual concerned before any information is disclosed. Staff should never divulge a colleague's personal circumstances, including their address, future work place, etc. to anyone without permission of the worker.

4.7.3.4 Information Within NLMHA

This section gives guidance on when staff are discussing tenants amongst themselves / discussing a tenant with another agency on the telephone / when tenants visit NLMHA:

- a. Make sure any discussions happens in an appropriate place, e.g. not in an office where other staff are working, where people are coming in and out of the place.
- b. Do not gossip about tenants with other tenants, staff or members of your Management Committee.
- c. Do not discuss personal facts about one tenant with another tenant, or in the presence of another tenant.

- d. Do not write derogatory comments about tenants in their files (or anywhere else).
- e. Do not leave information lying around, replace it in the appropriate place (locked filing cabinets).

4.7.4 Record Keeping

4.7.4.1 This policy covers all records held by NLMHA concerning staff, tenants' properties, committee members and potential tenants.

4.7.4.2 Personnel Records

- a. All staff will be given a copy of the confidentiality policy as part of their induction. The implications of the policy for their work will be explained.
- b. Access to files will depend NLMHA's structure but this Policy should make clear the following:
 - who has access to files and procedure for gaining access;
 - how the information is stored, e.g. locked cabinet.
- c. Application forms, interview records, medical information and monitoring forms are confidential to NLMHA.
- d. Equal Opportunity Monitoring forms will be detached from application forms on receipt and kept separate from application forms.
- e. References: When seeking references whether information is sought in confidence and whether personnel files are 'open.'
- f. Probation Reviews: as in (b) this section will depend on NLMHA's policies but should make clear who receives information on the review.
- g. Breaches of confidentiality by staff will normally be treated within the remit of NLMHA's Disciplinary Procedure.

4.7.4.3 Tenants

- a. A copy of this Policy is available on request and an appropriate

housing staff can explain where tenants find difficulties this includes consequences of breaches of confidentiality by them or other tenants.

- b. A file of notes concerning each tenant will be kept by NLMHA staff. The information recorded will be factual and not speculative.
- c. This information should be kept in a filing cabinet, which is kept locked. All files must be returned to the cabinet after use.
- d. If a tenant asks to see their file, the relevant staff member should organise this and answer any questions about and explain what has been written.
- e. All tenants are protected under the Data Protection Act 1998.
- f. Tenants are expected to respect the rights of other tenants to confidentiality and privacy particularly as regards personal information known about another tenant.
- g. Tenants are expected to respect the rights of staff to confidentiality.
- h. Staff will only disclose personal information about tenants to other bodies with written consent from the tenant (See section on Disclosure).
- i. Information will be kept for six years once a tenant has left NLMHA. It will then be destroyed.
- j. Unsuccessful applicants: we may wish to monitor all applications and want to keep information about applicants. We recommend that only the most relevant information is kept, e.g. race, sex, sexuality, and the rest is destroyed.
- k. Unsolicited Information: NLMHA has to be clear about what information we need in the first place about our tenants. Anything else should be returned and not kept within NLMHA.

4.7.4.4 Board Of Management

- a. New Management Board members will be sent a copy of the Confidentiality Policy and asked to take responsibility for

implementing it.

- b. All Board papers of a confidential nature will be marked "Private and Confidential.
- c. Reference to properties at Board meetings will be done in reference to an identification code and not by address.
- d. Tenants will not normally be referred to by name, nor their personal details discussed either at Board meeting or in mailings.
- e. Arrears reports will be made in terms of property numbers only. Specific tenants or addresses will only be mentioned where there is a legal requirement.

4.8 Partnerships With Housing Agencies, Local Authorities And Health Authorities

4.8.1 NLMHA will be working in partnership with other bodies, e.g. Housing Agencies, Local Authorities to provide housing

- a. All partnership agencies will be given a copy of the Confidentiality Policy and the requirements of it on their organisations explained.
- b. It will be agreed at the outset which staff in the partner association will have access to information and in which circumstances.
- c. Management agreements will state that breaches of confidentiality by either party will be treated as a breach of the agreement.

4.8.2 Training

4.8.2.1 It is essential that all individuals involved are made aware of the need and reasons for maintaining confidentiality. Within the staff team and management board there will need to be training sessions in order for people to understand the procedures and

- a. the potential consequences of breaches of confidentiality and
- b. the potential effects of disclosure for themselves and other residents.

This training should be a standard part of the induction procedures for staff and committee members.

4.8.2.2 Breaches Of Confidentiality

- 4.8.2.2.1 Any breaches of confidentiality will normally be dealt within the remit of NLMHA's Grievance and Disciplinary Procedure.

DRAFT	Complaints Policy And Procedures
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Complaints Policy And Procedures

5.0 Introduction

- 5.1 It is important that we are told if we fail to deliver the service we commit to provide, so that we can take necessary steps to improve our service. It is our policy to respond to complaints and try to resolve any dispute within the set time frame. We record the number of complaints we receive to help us review and improve our services. In addition to tenants rights under the terms of their tenancies/leases, and the Housing Corporation's Charter for residents, we aim to provide a high quality service to all of our residents. Our complaint procedure is intended to for those times where tenants feel we have failed to deliver what we promise. For example, tenants' complaints may be about a service that was not delivered in the agreed time, being given the wrong information, not keeping to our word or rude or unhelpful staff. The procedure should also be used if you are appealing against an allocation decision.

5.2 Who Can Complain And How To Complain?

- 5.2.1 Our tenants first and foremost but we will consider complaints by people

living in neighbouring properties if they are affected by NLMHA in some way. The complaints must relate to a matter that has occurred within the last 12 month unless the matter has only just come to light.

5.2.2 It is important that these steps outlined below are followed. The procedure has been designed to ensure that complaints are dealt with as quickly as possible by directing tenants to the people who can help.

5.3 Procedure And Complaint Steps

5.3.1 Step 1: Discuss the matter with a member of staff

If a tenant is unhappy with any aspect of our service then he/she can speak to a staff member in the section which handles the matter.

5.3.2 Step 2: Writing to the manager

If the matter is not resolved satisfactorily, a formal complaint can be sent to the manager. To do this you should complete our form which is designed to collect all the necessary details or write a letter. We will record the complaint and sent a letter within 5 working days to acknowledge the complaint and giving the name of the manager dealing with the case. Within 10 working days we will write giving details of how we intend to deal with the matter. If we are unable to send a full reply in this time we will write to the complainant to explain what is happening ad when he/she can expect a fully reply.

5.3.3 Step 3: Appeal to the Chief Executive

If following the manager's reply the complainant is still not satisfied, he/she can appeal to the Chief Executive in writing. You will receive a written reply from the Chief Executive within 10 working days. For NLMHA permanent tenants there is a further step if they are not happy with the decision of the chief executive. The issue can be referred to the Chair.

5.3.4 Others who may help

5.3.5 Independent Housing Ombudsman

The Ombudsman will only consider cases if all the above stages have been exhausted.

Address: Independent Housing Ombudsman, Norman House
105-109 Strand, London WC2R 0AA

Te: 0207 836 3630 Fax: 0207 836 3900

Email: ombudsman@ihos.org.uk

5.3.6 Local Councillor or Member of Parliament

5.3.7 Mediation or arbitration

In special circumstance we may consider using Imams or local community group leaders as mediators/arbitrators to resolve a dispute between NLMHA and a tenant.

5.3.8 Complaint or Appeal Report Form

The Administrator/Receptionist will complete the complaints form page 23 and 24 and pass it to the Housing Manager.

5.3.8 The same procedure will be adopted as above except where a complaint is received via the telephone. In these instances, full details should be taken and the matter investigated in the normal way.

5.4.3 Monitoring

5.4.3.1 All complaints in relation to housing service delivery will be monitored by the Housing Manager and records will be kept by the Administrator/Receptionist.
Copies of complaints and responses to them should always be passed to the Chief Executive.

5.4.3.2 A summary report of the complaints received and action taken will be presented to the Board of Management on a regular basis as part of the Performance Indicators. There will also be an annual summary report of complaints and the outcomes considered by the Board for inclusion in the response to the Housing Corporation Performance Audit Reports.



Complaint Or Appeal Report Form

Please be assured that we treat all complaints in confidence.
We cannot however deal with anonymous complaints.

Your Name _____

Your Address _____

Telephone Day _____ Eve _____

What do you think NLMHA did wrong or failed to do?

If you have suffered harm, loss, damage or inconvenience, please give details.

What do you think NLMHA should do now?

Have you taken any action so far or complained to anybody else?
Is so please give details of who you spoke to and what happened.

Signed _____

Date _____

To help us ensure we are providing services fairly to all groups of people, it is important for us to monitor the ethnic origin and gender of those people making a complaint or appeal. Please tick the relevant boxes below:

Are you: Male Female

How would you describe your ethnic origin? Please tick on box from each column:

Asian	<input type="checkbox"/>	Black	<input type="checkbox"/>
Caribbean	<input type="checkbox"/>	White	<input type="checkbox"/>

- | | | | |
|------------------|--------------------------|-------|--------------------------|
| African | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| South-East Asian | <input type="checkbox"/> | Mixed | <input type="checkbox"/> |
| British/European | <input type="checkbox"/> | | |
| Irish | <input type="checkbox"/> | | |
| Other | <input type="checkbox"/> | | |
| Combination | <input type="checkbox"/> | | |
| Refused | <input type="checkbox"/> | | |

Please send this form to the Administrator, North London Muslim Housing Association Ltd, 62 Cazenove Rd, Stoke Newington, London N16 6BJ. You may continue on a separate sheet if necessary. If you have any documents to support your complaint, please send copies with this form.

DRAFT	Compensation Policy
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6.0 Introduction

- 6.1.1 The "Compensation and Rent Reductions Policy" covers the issue of reimbursing costs or expenses when a contractor fails to turn up. The frequency of contractors failing to turn up has been monitored through the repairs feedback forms and no such incidents were reported during the 3 month period monitored. However it is possible that telephone complaints of this nature have been made.
- 6.1.2 One of the problems in dealing with such complaints is proving that a contractor failed to turn up. Equally we need to look at what happens if the reverse situation occurs and the contractor says they visited and could not gain access. In these circumstances we do not charge the tenant. The emphasis should be on ensuring the appointment system works rather than compensating when it apparently fails.
- 6.1.3 Where tenants incur costs or expenses, such as the cost of alternative childcare or loss of earnings, as a result of a contractor failing to turn up no automatic reimbursement is made.
- 6.1.4 However, a tenant who has waited in for a contractor who does not show up can complain to housing officers or contact the maintenance section, which may send a different contractor. If the second contractor did not turn up, the association will pay the affected tenant £10. The same amount added into tenants rent if they missed an appointment with a contractor.

6.2 Paying Removal Expenses

6.2.1 The "Homeloss, Disturbance and Removal Expenses Policy" covers the issue of paying statutory and non statutory payments when a tenant has to move for major works to be carried out to their home. When a tenant has statutory entitlement to Homeloss or disturbance this will be paid. Where there is no statutory entitlement to disturbance payments (to cover removal expenses) tenants will be reimbursed as if they had statutory entitlement. The policy also ensures that tenants will be treated equally whether the work is externally funded or not. Where the work is externally funded Housing Corporation allowances cover the expenses, in other cases these costs will be met by NLMHA. The policy sets out the items and amounts that will be reimbursed.

6.2.2 Where tenants are requested to move so that NLMHA can carry out repairs or improvements tenants will be reimbursed reasonable removal expenses. In some circumstances tenants will also qualify for statutory Homeloss payments.

6.3 Compensation And Rent Reductions

6.3.1 This section explains how NLMHA responds and the payments or rent reductions which will be made in circumstances where:

- a. There is a reduction in service or loss of use of rooms or amenities.
- b. Loss or damage occurs affecting tenants due to an act or omission by NLMHA or our agents or contractors.
- c. Homes are rendered partially or totally unoccupiable for some reason.

6.3.2 For guidance on the payment of expenses when the Association requires a tenant to move to carry out major works to their property, refer to the policy and procedure on Homeloss, Disturbance and Removal Expenses.

6.3.3 Tenants should always be encouraged to take out comprehensive household insurance. Besides protecting their own property, this will enable them to make good loss or damage in circumstances where NLMHA is not liable to pay compensation. In such cases they should make a claim against their own policy.

6.4 Compensation And Rent Reductions Policy

6.4.1 Rent is paid for the use of dwellings and the provision of services. All properties have to have repairs and improvements carried out from time to time and there will always be some inconvenience. Sometimes it will be

appropriate to grant a rent reduction, pay expenses or compensation. This policy applies to all the Association's housing.

6.4.2 As a housing association, NLMHA endeavours to keep rent as low as possible and limited funds are available to recompense tenants. Whilst there are huge variations in the types of problems and the disruption that tenants can face and their ability or willingness to put up with them, the Association's approach is designed to treat all tenants in a fair and consistent way.

6.4.3 If a tenant loses the use of part or all of their home or their amenities, a rent reduction will be granted, as outlined in Section 5. Contractors are expected to behave courteously towards tenants and to take every care whilst in tenants' homes.

If NLMHA or our agents or contractors cause damage to property or possessions, the Maintenance Department will ensure that the damage is made good or the Association will provide compensation to tenants. If a tenant suffers inconvenience, a claim for compensation can be made and payments may be made according to the severity of the circumstances, as outlined in Paragraph 5.0 below.

6.4.4 Every effort is made to arrange appointments which are convenient for tenants. Contractors are required to contact the tenant or NLMHA if they are unable to call at the agreed time. Any alleged failure to keep an appointment will be investigated and any contractor who persistently breaks appointments will not be used in the future.

6.4.5 If a tenant is dissatisfied with the way a claim for rent reduction or compensation has been dealt with they may use the complaints procedure.

6.5 Additional Discretionary Compensation

6.5.1 There is a difference between compensation where there has been a reduction in service or to meet the loss or expenses in specific circumstances, and compensation in a legal sense where it is alleged that the Association its agents have been negligent in some way. The response to the latter will always be discretionary depending on the circumstances. The Association will only consider claims for compensation in cases where the Association, or its agents, can be shown to have been negligent in some way and the tenant has as a result suffered damage or loss.

6.5.2 Where appropriate, officers will recoup any compensation payments through NLMHA's insurers or, where contractors' negligence is the cause, directly from the contractors.

6.6 Loss Of Use Of Accommodation Or Reductions In Amenities.

6.6.1 A rent reduction is granted in the following circumstances:

6.6.2 Reduced Amenities

6.6.2.1 If a part of a dwelling or some or all of the amenities are out of action for a significant length of time, a rent reduction will be given according to the guidelines set out in Paragraph 5.0 below.

6.6.3 Home Rendered Unoccupiable

6.6.3.1 If a tenant's home is rendered unoccupiable (e.g. due to a failure outside the building such as a burst pipe in the flat above) and a temporary move has to be made a 100% rent reduction will be made while the home is unoccupiable.

6.6.4 Major Disruption during Major Environmental Building Works

6.6.4.1 Scheme improvements can be generally disruptive over quite a long period of time. Every effort is made to ensure that inconvenience is minimised. A rent reduction will be granted only where a tenant's home is specifically affected.

6.7 Guidelines For Reductions For Loss Of Amenities

6.7.1 These guidelines represent the maximum rent reduction that will be offered in normal circumstances. In exceptional circumstances a higher amount may be authorised. The maximum is for total loss of use, reduced in proportion to the degree of loss or disruption.

6.7.2 No reduction is payable in circumstances where NLMHA has no control, such as with water, gas or electricity suppliers, or where it arises as a result of negligence by the tenant or their failure to conform with the terms of the tenancy.

6.7.3 Time scale

6.7.3.1 Rent reductions are not made until at least one week has elapsed from the date that the Association was notified of the defect. Where rent reductions are not already being made prior to the works starting, a

reduction will be made where the works last more than a week.

6.7.4 Loss of Use of Part of a Home

6.7.4.1 The maximum rent reduction shall be:

- a. 50% of the net rent for bathrooms/WCs
- b. 50% of the net rent for kitchens.

6.7.4.2 Bedrooms and living rooms: a reduction equivalent to the proportion of the number of unusable rooms to the total number of habitable rooms. For example, the loss of the use of one bedroom in a two bedroom flat would give a maximum rent reduction of a third.

6.7.5 Loss of Facilities

6.7.5.1 The maximum rent reduction shall be:

- a. 20% for heating between October and April or the full heating service charge where this applies.
- b. 10% for hot water or the full hot water charge where this applies.

6.7.5.2 As an alternative the cost of running alternative supplies for heating or hot water will be paid over and above the normal running cost.

6.7.6 Temporary Accommodation

6.7.6.1 If a tenant's home has been rendered unfit for occupation, in addition to the rent reduction, assistance will be provided with temporary accommodation.

6.7.6.2 In an emergency where tenants have to be re-housed immediately, the local authority is normally responsible for providing temporary accommodation. Where this is in a hotel or bed and breakfast, this should be on the basis of one room per family of up to two adults and two children. Where the local authority offers a lower standard than this, the Association will pay for additional rooms on the same basis for larger families (up to four people per room). In addition, the Association will also provide a meals allowance, which will also be available to tenants who opt to stay with friends or relatives.

6.7.7 Appeals

6.7.7.1 Tenants who wish to appeal against any decision made with regards compensation or rent reduction should write to the Housing Manager in the first instance. This will be dealt with according to the Complaints Procedure with final appeal to the Board of Management who can grant up to £250.

6.7.7.2 Any tenant who feels that NLMHA has failed to deal fairly with them has the right to appeal to the Housing Corporation/Housing Association Tenants Ombudsman or to take legal action.

6.8 Homeloss, Disturbance And Removal Expenses Policy

6.8.1 This section describes the circumstances where tenants may be entitled to Homeloss, Disturbance or Expenses payments when they are required to move by NLMHA in order for major works to be carried out to their homes. The types of payment are explained and the procedure details how tenants can make a claim, how entitlement is assessed and how payments are made.

6.8.2 Homeloss, Disturbance and Removal Expenses Policy

6.8.1.1 Wherever possible, NLMHA carries out works with tenants remaining in occupation, and where eligible grant rent reductions (see Compensation Policy above). Occasionally this is not possible as the works are too extensive, and we have to ask tenants to move whilst the works to their home take place. It must be absolutely necessary for the tenant to move.

6.8.1.2 If we have required a tenant to move, they may be entitled to payments from NLMHA, depending on the type of work that is being carried out. There are two statutory payments that tenants can claim and which we will pay if they are statutorily entitled – Loss of home and disturbance. These are generally payable when improvement or redevelopment work is taking place. Where there is no statutory entitlement but tenants have to move in order for NLMHA to carry out repairs it is our policy to pay removal expense payments in line with our disturbance payments.

6.8.1.3 Tenants can claim: removal costs, disconnection and reconnection charges (telephone, washing machine, cooker, shower); refitting or replacing carpets and curtains; removal and refilling of fixtures and fillings; mail redirection; storage costs. Costs will either be paid directly by NLMHA, or by tenants who will then be reimbursed.

6.8.2 Types of Payment

6.8.2.1 Homeloss and Disturbance

- a. These are payments that tenants are statutorily entitled to when redevelopment or re-improvements (but not repairs) are carried out obliging tenants to move out of their property.
- b. Homeloss compensates for the permanent loss of the home when re-improvement or redevelopment is being carried out.

If a tenant makes a temporary move from a home that is being totally redeveloped they are still entitled to a Homeloss payment as the building they will return to can be seen as a totally new home. A tenant who moves out temporarily then decides not to return cannot retrospectively claim a Homeloss payment.

To qualify a tenant must have lived in the property for one year. A lump sum payment of £1,500 is then made. Joint tenants are entitled to one payment which they must share between them. Homeloss payments can be set against a tenant's arrears so rent accounts should be checked before payments are made.

Rules about entitlement are laid down in the Planning and Competition Act 1991 and as per Housing Corporation circular HC30/93.

Disturbance repays the actual cost of removal and relocation when a property is being redeveloped or re-improved and should cover:

"The reasonable costs which can be shown to flow from and be incurred as a direct consequence of the necessity to remove from the old house and set up in the new."

- c. The move must be permanent to qualify for a statutory payment but a temporary move from a building that is being totally redeveloped will still be counted as permanent as the building the tenant will return to can be seen as a totally new home.

Interest is payable on any amounts the tenant has spent, from when they made the payment to the day the landlord repays the expenses.

Rules about entitlement are laid down in the Land Compensation Act 1973 and as per Housing Corporation circular HC30/93. Where someone qualifies for a statutory Home Loss payment, they will automatically qualify for statutory Disturbance.

6.8.3 Removal Expenses

6.8.3.1 These are payments made to tenants when there is no statutory entitlement to disturbance payments. Expenses cover the costs of moving home at the landlord's request when repairs are being carried out.

They are paid in line with disturbance payments to ensure tenants are treated equally, regardless of the reason for moving.

6.8.4 Summary: Eligibility for the Various Payments

Cause of Move	Permanent Decant	Temporary Decant
Redevelopment	Homeloss	Homeloss
Disturbance	Disturbance	
Re-Improvement Disturbance	Homeloss	Expenses
Major Repairs	Expenses	Expenses