

New

Revision



Customer Operations

Complaints Policy Statement

Version 14.0

1 Policy scope and aims

- 1.1 The Complaints Policy Statement sets out the Hyde Group's approach to managing customer complaints and in what circumstances compensation may be payable.
- 1.2 The terms 'you' and 'your' in this policy mean the customer. The terms 'we' 'our' and 'us' mean 'The Hyde Group' or 'Hyde.'
- 1.3 We provide products and services to tens of thousands of customers each year. There are times when we get things wrong and circumstances mean that we don't meet the standards we aim to achieve.
- 1.4 We're open to receiving complaints about our service. This policy sets out how we will investigate complaints and our aim to resolve things promptly, fairly and politely, saying sorry when we have got things wrong.
- 1.5 Complaints can tell us a lot about how our service can be improved and we commit to understand and act on both the overall headlines about complaints and the learning from individual cases, sharing with our customers how well we're doing in relation to these commitments.
- 1.6 This policy applies to registered providers of Hyde including Tower Hamlets Community Housing (THCH) customers and:
 - Customers living in properties owned by third party companies managed by Hyde
 - Brent Council tenants, up to Stage 1 only.
 - People and organisations not receiving a service from Hyde, such as former tenants, a neighbour of a Hyde resident or organisations that are affected by Hyde's operations, contractors, other tenants or service users, commercial or sub commercial leaseholders.
- 1.7 This policy does not apply to customers of the following subsidiaries of Hyde:
 - Islington PFI. These properties are managed following Islington LBC policies
 - Brent Co-Efficient. These properties are managed following the terms of the PFI contract.
- 1.8 Hyde is committed to ensuring that our working practices and services meet the needs of all our customers including those with disabilities or those with temporary or short-term conditions who might otherwise be disadvantaged. In meeting this key objective, we will make reasonable adjustments to our services where we can. These may include alterations

to premises, amendments to policies and procedures or provision of alternative means of communication methods to suit individual needs. In all instances we will seek to ensure that our services can be accessed by all customers with disabilities, as well as those who do not.

1.9 Hyde acknowledges its duties under the Equality Act 2010 (the Act). Whilst the Act does not define what is a 'reasonable adjustment,' the Equality and Human Rights Commission recommends consideration of the following factors in determining what is 'reasonable':

- How effective the adjustment will be in avoiding the disadvantage the customer would otherwise experience
- The practicality of the adjustments
- The extent of any disruption the adjustments might cause
- The financial and other costs of making the adjustment
- The amount of resources already in place
- The availability of financial support or other assistance

1.10 Where Hyde is notified of a condition or situation disadvantaging a customer, or other household member, we will seek to make reasonable adjustments to our service delivery. Hyde will review each case based on the facts presented and in full consideration of Hyde's Vulnerability Policy and Aids and Adaptations Procedure. Hyde will not make assumptions about customer requirements for reasonable adjustments or what those adjustments might be. Hyde will endeavour to agree and deliver adjustments in a reasonable and mutually agreeable timescale. However, in specific circumstances there may be a delay whilst specialist advice is obtained. Where this is the case Hyde will keep customer updated on progress.

2 Policy statement

- 2.1 We are committed to providing a good service to all our customers. We recognise sometimes customers will be dissatisfied with our service and will want to make a complaint. See 'Definitions' in Section 5.
- 2.2 We will investigate complaints in a confidential and respectful manner, agreeing with the customer how they will be kept informed throughout the process.
- 2.3 Wherever possible we will seek to resolve complaints swiftly to achieve a satisfactory outcome for the customer. See 'Making a complaint' in Section 8.
- 2.4 We take learning from complaints seriously and will ensure that lessons learnt from complaint investigations are used to inform service improvements.
- 2.5 In some circumstances, it may be appropriate to offer compensation as part of a complaint response. Compensation offers will be considered on a case-by-case basis using the principles described in this policy and our Compensation Procedure.

3 Policy objectives

- 3.1 By publishing this policy, we aim to ensure that we deliver against the policy objectives.
- 3.2 All colleagues are responsible for ensuring they work to the policy objectives:

No.	Policy Key Objectives
1	Deal with customer complaints promptly, politely and fairly

No.	Policy Key Objectives
2	Provide a complaints handling approach focused on putting things right for customers
3	Raise complaints handling satisfaction levels and overall levels of customer satisfaction
4	Drive service improvements by recognising complaints as vital customer feedback

4 Regulatory code and legal framework

- 4.1 As a subscribing landlord member of the Housing Ombudsman Scheme, we are required to comply with the Housing Ombudsman’s Complaint Handling Code. This policy and its associated procedure are written to support our compliance with the Code. We publish the Housing Ombudsman Code on our complaints page on our website and the outcome of our self-assessment against the Code.
- 4.2 The Transparency, Influence and Accountability Standard of the Regulatory framework for social housing in England states registered providers must ensure complaints are addressed fairly, effectively, and promptly. Registered providers must ensure their approach to handling complaints is simple, accessible and publicised; and must provide accessible information to tenants about:
- How tenants can make a complaint about their registered provider
 - The registered provider’s complaints policy and complaints handling process
 - What tenants can do if they are dissatisfied with the outcome of a complaint or how a complaint was handled, and
 - The type of complaints received and how they have learnt from complaints to continuously improve services.
- 4.3 The Secure Tenants of Housing Authorities (Right to Repair) Regulations 1994 entitles secure tenants of local housing authorities to have qualifying repairs carried out at their landlord’s expense and receive compensation from their landlord if qualifying repairs are not carried out within a prescribed period.
- 4.4 The most important legislation and national standards/guidance that currently govern registered provider policy and practice are:

Housing Ombudsman’s Complaint Handling Code (Effective from 1 April 2024)
Social Housing (Regulation) Act 2023
Regulator of Social Housing’s Transparency, Influence and Accountability Standard (Effective from 1 April 2024)
Building Safety Act 2022 (Section 93)
Secure Tenants of Housing Authorities (Right to Repair) Regulations 1994
Housing Act 1985, 1988, 1996 (Schedule 2)
Equality Act 2010
Data Protection Act 2018 (DPA 2018)
The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

5 Definitions

Complaints

5.1 We use the Housing Ombudsman’s definition of a complaint as:

‘An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by Hyde, our staff, or those acting on our behalf, affecting an individual resident or group of residents.’

5.2 Whenever a resident expresses dissatisfaction which meets the definition of a complaint, we will give them the choice as to whether they wish to make a complaint. We will accept a complaint unless there is a fair and valid reason not to.

5.3 A customer does not have to use the word “complaint” for it to be treated as such.

5.4 We define a ‘service request’ as a request from a customer for the first time asking us to take action to provide a service or put something right. An example might be to carry out a repair, to provide a rent or service charge statement, or provide information about our services or organisation.

5.5 We will always investigate and pay close attention to what a customer wishes us to do and explain carefully if we are not able to agree.

6 What we will not accept as a complaint

6.1 If we decide not to accept a complaint, an explanation will be provided to the customer setting out the reasons why the matter is not suitable for the complaints process. Customers will be referred to our website for further support and advice on the steps that they can take including contact details for the Housing Ombudsman Service.

6.2 There are examples of exclusions from this policy where we may not consider a complaint. These examples may include but are limited to the examples set out in the table below, together with the evidence we would use to make sure our decision is reasonable:

No.	Exclusion example	Evidence considered
1	Enquiries about the level of rent or service charge or the amount of rent or service charges increase will not be treated as a complaint unless the customer is unhappy with the information provided in response to a service charge enquiry raised and responded to by the team.	If a customer is unhappy with how we handled the first request for information about the level of rent or service charge increases or where we have not responded within our 90-day service level agreement.
2	Where matters have already been considered under the complaints policy.	We would satisfy ourselves a complete and fair response had already been provided.
3	We may decline to investigate a complaint about a specific incident or service failure that occurred over 12 months prior to the complaint being made. Discretion will be used, particularly if there is evidence of a long-	Complaints will be considered on their own merits

No.	Exclusion example	Evidence considered
	standing or continuing problem. Complaints should be relevant to a current and recent issue.	
4	A complaint about the conduct and behaviour of another customer, such as a neighbour dispute. This would be dealt with under our Housing Management policies.	We would rely on the evidence of report made to demonstrate this is best dealt with under our separate policy and procedure for the management of Anti-Social Behaviour. If a customer is unhappy with our service, we would rely on evidence of a delay or poor communication before accepting as a complaint.
5	We may decline to investigate a complaint where it is being pursued in an unreasonable or unfair manner including frivolous or vexatious (including fraudulent) complaints.	Where action is being taken under our Unacceptable Behaviour Policy or Fair Use of Services Policy we may decline to investigate a complaint. This will be subject to any valid aspects of the complaint having been addressed in the first instance, any decision not to investigate the complaint will be considered on a case-by-case basis. Any restriction placed on contact due to unreasonable behaviour will be proportionate and demonstrate regard to the provisions of the Equality Act 2010.
6	Where legal action is in progress, as the legal action supersedes the complaint.	We would rely on evidence to show where matters are or have been subject to legal proceedings, the customer has or had the opportunity to raise the subject matter of the complaint as part of those proceedings.
7	Insurance claims, as these will be dealt with separately under our Insurance Policy and procedures.	We will ensure a complaint receives a response and decision, but where there is a personal injury or a legal claim, we will advise the customer of their rights to make a claim and how to progress this.
9	Hyde's policies and procedures	We would rely on evidence that supports non-compliance with our policy and procedures. We will not accept complaints relating to our policies where it is appropriate best practice. For example, fencing or re-housing etc.
10	Where matters relate to Hyde's governance structures.	We will decline to investigate matters which relate to the processes and

No.	Exclusion example	Evidence considered
		decisions concerning Hyde's governance structures.

6.3 We do not take a blanket approach to excluding any complaints and decisions will be taken based on each individual case. We take decisions that we believe are fair and reasonable and clearly explained to the customer.

7 Who can complain?

7.1 We accept complaints from anyone who is affected by a service we provide, or a decision taken by us:

- Any Hyde resident
- Anyone who receives a service from Hyde or has applied for a service from Hyde.
- A representative of any of the people above who is authorised by them to make a complaint on their behalf which has been agreed by us.

7.2 Complaints made by Brent Council tenants whose tenancy is managed by Hyde are managed in accordance with Hyde's Complaints process up to Stage 1. If the customer wishes to escalate their complaint to Stage 2 the complaint will be referred to Brent Council and from this point on will be managed in accordance with Brent Council's Complaints Policy.

7.3 We are not able to investigate complaints about services, organisations and individuals for which Hyde is not responsible.

Complaints made by an advocate or third party

7.4 Our customers are free to choose their own representative; however, we reserve the right to refuse to recognise a representative if we believe it is not in the best interests of the customer or if we have concerns with regards to the representative's approach. See our Third-Party Consent Procedure.

7.5 A third-party representative can be appointed by:

- Holding legally recognised rights and/or responsibilities for the resident i.e. lasting power of attorney (LPA) for financial decisions; or
- Written authorisation from the customer using the Consent to Share form

7.6 Where a complaint is made via an advocate or third party and there is no consent to share in place, we will obtain the customers written consent using the Consent to Share form, and it is our decision whether to accept the advocate or third-party.

7.7 Where we've refused to accept the chosen advocate or third party, we will write to the resident to confirm our reasons why within 5 working days of receiving the complaint.

7.8 We will not refuse consent unreasonably but may consider refusal based on reasons which may include:

- Where the nominated third-party or advocate has demonstrated unreasonable behaviour towards Hyde, it's employee's or contractors.
- Where the nominated third-party or advocate is a non-recognised Hyde tenant or resident association.
- Where there are concerns for the safeguarding of the customer based on the actions of the third party.

7.9 Where correspondence is received on behalf of customer from a Councillor, MP or Advocacy service, consent will be assumed.

Complaints relating to staff or trade

7.10 Where a complaint is made relating to one or more members of staff or trade, we will investigate this in line with our Complaints Policy.

7.11 The relevant line manager will usually handle the complaint. Complaints can be escalated to Stage 2 of our policy if the customer remains dissatisfied with the response provided.

7.12 We will need to make the relevant member(s) of staff aware of the complaint in order to conduct an investigation.

7.13 Should any action be taken against a member of staff, this will be in accordance with the relevant policy or procedure, and we may not disclose the full details of this in line with the Advisory, Conciliation and Arbitration Service (ACAS) guidelines and data protection laws.

Complaints relating to disrepair

7.14 We will continue to seek to resolve complaints with customers pursuing pre-action protocol for Housing Condition Claims in line with the [Housing Ombudsman's Service October 2021 guidance](#).

Complaints about structural or fire building safety in a higher-risk building

7.15 A complaint will be accepted as a building safety complaint under Section 93 of the Building Safety Act 2022 if the issue(s) raised in the complaint is about:

- Structural failure and spread of fire (building safety risks)
- Non-compliance with the accountable person duties under the Building Safety Act 2022.

7.16 Anyone can make a complaint about how we manage fire and structural safety in a higher risk building under Section 93 of the Building Safety Act 2022. This includes a customer or anyone visiting or working in the building (e.g. Contractors, postman)

7.17 These complaints will be managed under our usual complaint process.

7.18 If the customer is not satisfied with our final response, they may also approach the Building Safety Regulator. With permission from the customer, we may also refer the complaint to the regulator ourselves.

Complaints received via social media

7.19 Complaints received through our social media channels will be dealt with in the same way as any other complaint, but we will carry out additional checks to make sure we're speaking to the right person. To ensure confidentiality we will only discuss personal information via private messages.

Complaints about Data Protection

7.20 If a complaint relates to a data protection issue, the same process applies in terms of the stages and timeframes for responding. The Stage 2 complaint may be reviewed by the Group Data Protection Officer and, where the customer is still not satisfied, they will be directed to the Information Commissioner's Office.

Group complaints from customers and tenant/resident associations (TRAs)

- 7.21 We accept group complaints, which will be dealt with following the normal complaints process. We require a nominated lead representative with signed authority from the remainder of the group for that person to act on their behalf.
- 7.22 Group complaints will need to include the following:
- A minimum of two signatures from two separate households,
 - A clear and concise statement covering the subject; the issues which led to the creation of the complaint; the actions we are requested to take,
 - Contact details for the lead contact,
 - The name, address, postcode, and signature of every individual supporting the complaint; and
 - The date the complaint is submitted.
- 7.23 These will be treated as a single complaint with all correspondence addressed to the lead representative.
- 7.24 An acknowledgement will be sent to the lead contact within 5 working days with a complaint reference number and the name of the Complaints Officer.
- 7.25 If the lead is not identified in the letter, we will contact the first signatory to identify the lead contact.
- 7.26 The complaint will be referred to a Complaints Officer who will:
- Co-ordinate the process
 - Carry out the investigation
 - Conduct research
 - Prepare the response
 - Discuss findings with the lead contact (where necessary)
- 7.27 A response will be sent to the lead contact.

8 Making a complaint

- 8.1 We will make sure our customers can easily make a complaint without restrictions.
- 8.2 Complaints can be made in person, by telephone, by letter, face-to-face, online using the customer portal on My Account, via a member of staff or third-party organisation acting on our behalf and on social media. If a complaint is raised via social media, customers should do this in line with our social media community guidelines.
- 8.3 As part of Hyde's approach, we will always attempt to speak to the customer in person, unless they have requested an alternative method of communication. If we are unable to speak to the customer and the details made are not clear, we will continue with the investigation based on the information and the complaint definition we have.
- 8.4 Making a complaint will not have an adverse effect on any other services that a customer receives from us.
- 8.5 We seek to remove barriers that prevent customers from complaining because English is not their first language; have poor literacy or communication skills; or they have a disability that makes communication difficult. Provision is made for these customers in accordance with our Communicating in Accessible Formats Policy and Procedure.

- 8.6 Where we consider that the actions of a customer or their representative are unacceptable, we may decide to restrict or change access to our service. See our Unacceptable Behaviour Policy.
- 8.7 We will ensure that relevant staff are trained on the importance of handling complaints in an effective, fair and reasonable way.
- 8.8 All staff will review the complaint on its own merit. They will act independently and have an open mind. They will give the customer a fair opportunity to set out their position, take measure to address any actual or perceived conflicts of interest, and consider all the relevant information and evidence carefully.
- 8.9 We will keep appropriate records of the complaint and the outcomes of each stage of the complaint, including correspondence with the customer and other parties, and any relevant supporting documentation such as reports and surveys.

9 Complaint stages, timescales and communication

- 9.1 There are two stages to our complaint process: Stage 1 response and Stage 2 review.
- 9.2 We aim to provide our service to the following timescales:

Complaints stage	Timescale
A complaint at Stage 1 or Stage 2 will be logged, defined and acknowledged within 5 working days.	5 working days
Stage 1 response following formal acknowledgement	10 working days
Stage 2 review and formal acknowledgement from a Complaints Officer	5 working days
Stage 2 response following formal acknowledgement	20 working days

- 9.3 **Stage 1 complaint investigation:** All complaints logged are opened at Stage 1 of our procedure.
- 9.4 When we receive a complaint, we'll assign a reference number and a named Complaints Officer.
- 9.5 Stage 1 complaint cases are managed by a Complaints Officer who will work with colleagues to resolve problems swiftly and to provide our response to the complaint. Our Complaints Officer will act as the advocate for the customer: they'll work together to understand the complaint and how the customer wishes us to put things right; they'll provide any updates, and the final decision will come from them.
- 9.6 We will investigate all elements of the complaint and are unlikely to consider anything new that is raised later – particularly after sending our Stage 1 decision. We will treat this as a separate complaint.
- 9.7 The Complaints Officer will provide a formal acknowledgement to the customer clearly identifying the complaint definition and the outcome the customer is seeking within 5 working days. If there are parts of the complaint which we are not responsible for, we will let the customer know and where possible signpost the customer to alternative help and support.
- 9.8 As part of the acknowledgement the customer may be asked to clarify aspects of the complaint if they are not clear and provide evidence to support the investigation. If we have been unable to ascertain the full complaint issue, when we send the complaint

acknowledgement in writing to the customer, we will include the complaint definition, so the customer can contact us to clarify the complaint.

- 9.9 Where additional, related, issues come to light during the initial investigation process, we will add these to the original complaint, unless this would reasonably delay our Stage 1 response. If we cannot add these to the original complaint, we will log them as a new complaint under the policy.
- 9.10 We aim where possible, to respond to Stage 1 complaint cases within 10 working days (2 weeks) after sending the acknowledgement of the complaint. In some cases, it may not be possible to provide a response in this timescale.
- 9.11 In exceptional circumstances where a complaint response goes beyond the expected timescales set out above, we will agree with the customer suitable intervals for updating them on their complaint. We will provide a clear explanation as to the reasons why to the customer, which will include a clear timeframe for when the response will be provided. This should not exceed a further 10 working days without good reasons. If the customer is unhappy with the decision to extend the timescales, they have the right to contact the Housing Ombudsman Service.
- 9.12 Within the response to the complaint, we will address all the points that are raised, and provide clear reasons for any decisions, referencing the relevant policy, law and/or good practice. We'll write in plain language and include:
- The complaint stage
 - How we've defined the complaint,
 - The decision on the complaint
 - The reasons for our decision
 - The details of any remedied offered to put things right
 - Details of any outstanding actions
 - Details of how to escalate the complaint
- 9.13 Our complaint response can include follow-on actions. We'll commit to these agreed actions being carried out within a reasonable period beyond the 10 days we set out to provide our decision. These commitments will be scheduled in the most helpful way which gives a reasonable amount of time for successful completion. Proposed actions, timescales and responsible people will be set out in our complaint response.
- 9.14 If the customer is not satisfied with our response at Stage 1, the complaint can be escalated to Stage 2.
- 9.15 **Stage 2 complaint (escalation):** If the customer is not satisfied with our response at Stage 1, they can ask for their complaint to be escalated to Stage 2 of our process. Requests for escalation can be made on any element of the complaint finding which includes the level of compensation.
- 9.16 Complaints will be escalated on request if a customer remains unhappy with either all or part of the complaint. We will seek to understand why a customer remains unhappy, as part of our Stage 2 response.
- 9.17 If a complaint is raised to Stage 2 the case will be considered by a Complaints Officer not involved in the Stage 1 investigation and will include the involvement of the Head of Service who will review the response prior to sending to the customer.

- 9.18 The Stage 2 complaint is the final stage of our complaints process. We'll give customers our decision on the review of their complaint within 20 working days (four weeks). In exceptional circumstances, where a complaint response goes beyond the expected timescales set out above, we will agree with the customer suitable intervals for updating them on their complaint and provide a date for the decision and the reason for the delay. This should not exceed a further 20 working days without good reasons. If the customer is unhappy with the decision to extend the timescales, they have the right to contact the Housing Ombudsman Service.
- 9.19 When we give our decision about a complaint, we'll offer an opportunity for the customer to comment on the findings and set out their position. In most cases, this will be in a dialogue with the Complaints Officer prior to the decision letter being issued.
- 9.20 A complaint response will include our review of what has happened, our decision about the complaint and details of next steps. In many cases, the next steps will include commitments to actions which will happen in the period ahead. This may include follow-on repairs, separate investigations or customer meetings, which may require a reasonable amount of time to be completed. These commitments, which fall outside our complaints response times, will be managed separately to the complaint process by the investigating manager(s). If we fail to deliver against these commitments, the complaint will be reopened and escalated.

10 Other sources of support

- 10.1 Depending on the reason for the complaint, the customer may be able to escalate their complaint to a relevant regulatory body.

Housing Ombudsman Service

- 10.2 The Housing Ombudsman Service investigates complaints and resolves disputes involving customers of social landlords. Their service is free, impartial and independent.
- 10.3 A complaint can be raised with the Housing Ombudsman Service at any stage of the process for an independent review of their case.
- 10.4 The Housing Ombudsman service can be contacted in the following ways
- Online: [Contact us | Housing Ombudsman Service](#)
 - Telephone: 0300 111 3000
 - Email: info@housingombudsman.org.uk
 - In writing to: Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 OET

Building Safety Regulator

- 10.5 The Building Safety Regulator in England is part of the Health & Safety Executive (HSE) and was established under the Building Safety Act 2022 to:
- Regulate higher-risk buildings
 - Raise safety standards of all buildings
 - Help professionals in design, construction, and building control, to improve their competence.
- 10.6. Customers can complain to the Building Safety Regulator about the following things:
- Issues in a high-rise residential building that could lead to fire spreading
 - Issues in a high-rise residential building that could lead to part or all of the building collapsing

- Issues with fire safety or structural integrity in a high-rise residential building that is being designed, built or renovated.
- People and organisation we regulate, for example building inspectors and people accountable for safety in buildings.
- The Building Safety Regulator itself.

10.7 The Building Safety Regulator can be contacted in the following ways:

- Online: [Contact the Building Safety Regulator - GOV.UK](#)
- Telephone: 0300 790 6787

First Tier Tribunal (Property Chamber)

10.8 Customers can access support with residential property disputes relating to:

- Rent increases
- Leasehold disputes, including the reasonableness of service charges
- Leasehold enfranchisement

10.9 Contact details vary depending on geography. Full details by county can be found at: [First-tier Tribunal \(Property Chamber\) - GOV.UK](#)

11 Putting things right

11.1 Where something has gone wrong, we will acknowledge this. We will share the actions already taken, and or those we intend to take, to put things right. This may include:

- Apologising
- Acknowledging where things have gone wrong
- Providing an explanation, assistance or reasons
- Taking action to correct the issue that caused the complaint
- Reconsidering or changing a decision
- Amending a record or adding a correction or addendum
- Providing compensation if deemed appropriate
- Changing policies, procedures or practices

11.2 Any remedy that we offer will reflect the impact on the customer because of any fault identified, including any out-of-pocket expenses in line with our Compensation Policy.

11.3 Where we offer a remedy, we will clearly set out what will happen and by when, in agreement with the customer where appropriate. Our Complaints Commitment Officer tracks the completion of remedies.

11.4 Any remedy made is owned by the service area responsible for delivering the remedy within specific timescales and we will always identify who the point of contact is to our customers.

12 Learning and improvement

12.1 We do not view high volumes of complaints as a negative, as they can be indicative of a well-publicised and accessible complaints process. We will proactively monitor complaint volumes to ensure our complaints process is accessible.

12.2 We'll aim to look beyond the circumstance of individual complaints and consider where service improvements can be made as a result of any learning from complaints.

- 12.3 We'll use learning from complaints to introduce positive changes in service delivery which will be shared through our customer annual report.
- 12.4 Learning and Improvements will be reviewed at our fortnightly case review group and tracked through to completion.
- 12.5 Complaints are monitored and reported on extensively, from individual one-to-one meetings, team meetings, monthly complaints report at senior management meetings through to our Board and Committee meetings.
- 12.6 We will produce an annual complaints performance and improvement report which will be reviewed by our Board. The report will contain a qualitative and quantitative analysis of our complaint handling performance, a summary of any excluded complaints, any Housing Ombudsman findings of non-compliance and recommendations for improvements.

13 Compensation payments

- 13.1 Compensation payments may be paid at the discretion of the Complaints Officer and the service area, in line with this policy and reflecting the circumstances of each case. The Complaints Officer will support the investigating manager with policy guidance. Compensation will not be offered in instances where our ability to resolve the dispute has been made more difficult by unreasonable barriers e.g. refused entry for a booked appointment.
- 13.2 Compensation payments may be offered where:
- We have failed to deliver a service to the advertised standard
 - In recognition of the time and trouble taken by the customer to make their complaint
 - In recognition of distress and inconvenience experienced by the customer
 - To reflect where a customer has suffered a loss because of a service failure by us
- 13.3 We do not pay compensation for loss of earnings.
- 13.4 Compensation payments to our customers are used to offset rent or other arrears in the first instance. Reimbursements, such as for a replacement product, or where a customer has incurred additional expense, are paid regardless of arrears on a rent account.

14 Learning from complaints

- 14.1 Learning from complaints is fundamental to the service we deliver; we use the complaints we receive as an insight into how we are delivering to identify issues and bring about positive change.
- 14.2 Our Quality and Improvement Officer works with operational teams to improve processes.
- 14.3 The Head of Customer Experience leads on feeding through themes and trends as part of the monthly report to senior managers.
- 14.4 Recurrent themes and trends are discussed at our fortnightly case review group chaired by the Chief Operating Officer. Where changes are agreed, the service area lead will take ownership for delivering these which are tracked through to completion.
- 14.5 Where relevant we share learning, themes and outcomes of determinations made by the Housing Ombudsman with our customer scrutiny panel to identify other areas of focus, these feed through into the case review group or to the relevant Head of Service.

14.6 We hold regular monthly sessions with the Complaints Officers to identify lessons learnt and identify next best steps to take forward.

15 Involvement of customers within our complaint handling approach

15.1 We welcome the involvement of customers in how we handle complaints and recognise this is an important way to help us improve services. We will:

- Report regularly to our formal customer involvement groups on our complaint's performance
- Publish complaints performance annually on our website
- Support customer scrutiny of our complaints service as part of our Customer Involvement strategy
- Review lessons learnt from complaints with customers on a regular basis
- Ask a random sample of customers for feedback once their complaint has been closed.

16 Monitoring, review and evaluation

16.1 All complaints are recorded. We monitor the number of complaints and the service areas to which they relate. Customer satisfaction with complaint handling and outcomes are monitored using satisfaction surveys run by an independent third-party supplier.

16.2 Lessons learnt from complaint investigations and service improvements are recorded, monitored and reported to senior management.

16.3 We work closely with our customer volunteers to monitor the quality, outcomes and learning opportunities from our complaints process.

16.4 The Complaints Policy and connected procedures will be reviewed as a minimum every three years or in response to future regulatory changes or significant changes in Hyde's operating environment. To support compliance with the Housing Ombudsman's statutory Complaint Handling Code we must also assess against the Code and assure policies and practices comply with the Code at least annually.

16.5 Policies and procedures may also be subject to an internal STAR self-assessment.

17 Zero tolerance towards threats of violence or aggression

17.1 Hyde will ensure any threats of violence and or aggression towards our colleagues and contractors are met with zero tolerance. We will not tolerate any threats, abuse, aggression, discriminatory behaviour, or violence towards our colleagues and contractors. If a person behaves in this way towards those working for or on behalf of Hyde, we will take immediate action, which may also include a legal remedy. Perpetrators may be:

- Reported to the police
- Limited to specific channels for communicating with us
- Banned from attending Hyde premises, or
- Have services temporarily withdrawn while we put measures in place to protect colleagues and contractors

18 Diversity and inclusion

18.1 Hyde aims to treat all customers with fairness and respect. We recognise that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the

grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

18.2 This policy and any related documents may be translated or interpreted; or provided in accessible formats, as necessary. Further information can be found in Hyde's Communicating in Accessible Formats Policy Statement and Staff User Guide.

18.3 Diversity and inclusion training is mandatory for all staff.

19 The policy

19.1 We publicise our policy and information about the Housing Ombudsman Service on our website. We also provide contact details for the Housing Ombudsman; information on our performance against the Housing Ombudsman Code; and our recent annual self-assessment on our performance against the Housing Ombudsman Code. We also report on complaints to customers, staff and other stakeholders in several other ways, including:

- Online residents' handbook
- Residents' website
- Policy briefings and training
- Within routine communications

20 Associated policies and procedures

Complaints Procedure	Data Protection Policy Statement and Procedure
Compensation Procedure	Rent Setting Policy Statement and procedures
Communicating in Accessible Formats Policy and Procedure	Neighbourhood Management Policy Statement and Procedure
Vulnerability Policy Statement	Reasonable Adjustments Procedure
Anti-social Behaviour Policy and Procedure	Repairs Policy Statement and procedures
Customer Involvement Policy Statement and procedures	Service Charge Policy Statement
Aids & Adaptations Procedure	Service Charge Inquiry Policy Statement
Allocations & Lettings Policy Statement	Stock Investment Policy Statement and procedures
Decant and Home Loss & Disturbance Payment Policy Guidance and Procedure	Tenancy Management Policy Statement and procedures
Fair Use of Services Policy Statement and Procedure	Third Party Consent Procedure
Home Ownership Policy Statement and procedures	Unacceptable Behaviour Policy Statement and Procedure
Income Policy Statement and procedures	Insurance Policy and procedures

Policy Details

Directorate:	Customer Operations
Date Published:	January 2026
Next Review Date:	January 2029 (Annual self-assessment with the HOS Code)
Policy signed off by:	Hyde Leadership Team (HLT)
Policy Risk Rating:	A
Regulatory Code/Legislation and National Standards:	See Section 4
Publicising the Policy:	<p>This policy and its associated procedure are published for customers on our website and provided to individual customers in digital or printed versions on request. We will promote our complaints handling approach using opportunities within our regular communications.</p> <p>For employees, this policy and all associated documents and guidance are available on our intranet in the Complaints and Compensation Toolkit. This toolkit is promoted in several ways including:</p> <ul style="list-style-type: none"> • Manager and team briefings; and • Specialist training for relevant staff (e.g. Housing Ombudsman Service 'Principles of dispute resolution' online learning)

Version History

Version no.	14.0	Effective date:	January 2026
Full/partial review/new policy:	Partial review		
Summary of changes:	<p>January 2026 v14.0 – Section 1 – Policy scope and aims para. 1.6 updated to include THCH customers following request from HOS 'Duty to Monitor' team.</p> <p>September 2025 v13.0 – Updated to include additional recommendation from HOS 'Duty to Monitor' team.</p> <p>Section 6 – What we will not accept as a complaint - 6.2 – Exclusion table no. 5 (complaints being pursued in an unreasonable or unfair manner) clarified that 'any decision not to investigate the complaint will be considered on a case-by-case basis.' and 'Any restriction placed on contact due to unreasonable behaviour will be proportionate and demonstrate regard to the provisions of the Equality Act 2010.'</p> <p>August 2025 v12.0 – Updated to include additional recommendations from HOS 'Duty to Monitor' team.</p> <p>Section 6 – What we will not accept as a complaint - 6.2 – Exclusion table no. 5 (complaints being pursued in an unreasonable manner) clarified that 'This will be subject</p>		

Version no.	14.0	Effective date:	January 2026
		<p>to any valid aspects of the complaint having been addressed in the first instance' and added references to new Fair Use of Services Policy; Section 9 - Complaint stages, timescales and communication – 9.18 reinstated 'This should not exceed a further 20 working days without good reasons.'; Section 20 – Associated policies and procedures – Added new Fair Use of Services Policy Statement and Procedure and Reasonable Adjustments Procedure.</p> <p>June 2025 v11.0 – Updated to include recommendations from HOS 'Duty to Monitor' team. Section 9 - Complaint stages, timescales and communication – 'In exceptional circumstances where a complaint response goes beyond the expected timescales set out above, we will agree with the customer suitable intervals for updating them on their complaint.' added to 9.11 and '10 days' changed to '10 working days' to be consistent in the use of working days in the policy; 9.18 – 'In exceptional circumstances, we may take up to a further 20 working days to conclude the review. If this is likely, we will tell the customer as soon as possible and give a date for the decision and the reason for the delay.' changed to 'In exceptional circumstances, where a complaint response goes beyond the expected timescales set out above, we will agree with the customer suitable intervals for updating them on their complaint and provide a date for the decision and the reason for the delay.'</p> <p>May 2025 v10.0 – Updated to include additional recommendations from the HOS following the Paragraph 49 report. Section 6 – What we will not accept as a complaint – 6.1 added including contact details for the HOS'; 6.2 – Table No. 1 – Exclusion example re. enquires about rent and service charges changed to 'unless the customer is unhappy with the information provided in response to a service charge enquiry raised and responded to by the team.'; Section 8 – Making a complaint – 8.2 removed 'e-mail'; Section 9 – Complaint stages, timescales and communication – Added 'If the customer is unhappy with the decision to extend the timescales, they have the right to contact the Housing Ombudsman Service.' to 9.11 and 9.18; Policy Details – Updated directorate and policy owner to Customer Operations and Customer Operations Director.</p>	

Version no.	14.0	Effective date:	January 2026
	<p>February 2025 v9.0 – Updated to incorporate recommendations and findings from the HOS’s Paragraph 49 report and sector best practice,</p> <p>November 2024 v8.0 – Minor updates made. Section 9 – Complaints timescales, stages and communication – Strikeout removed from 9.20 - We may take up to a further 20 working days to conclude the review; Section 13 - Involvement of customers within our complaint handling approach – Bullet point 2 – Complaints performance will be published annually on our website.</p> <p>June 2024 v7.0 – Minor changes/additions made following self-assessment against the HOS Complaint’s Handling Code. Section 6 – Exclusions from this policy – Exclusions table no. 4 changed from ‘over 6 months’ to ‘over 12 months’; Section 9 – Complaints stages, timescales and communications – timescales in 9.2 updated and changed from bullet points to a table; New Section 12 – Learning from complaints added setting out how learning from complaints will be reported, reviewed and shared.</p> <p>May 2024 v6.0 – Section 4 – Regulatory code and legal framework - updated to reference RSH’s new Transparency, Influence and Accountability Standard; Section 5 – Definitions – expanded definition of service requests and examples of what would and wouldn’t be a service request; and Section 17 – Associated policies and procedures - updated to reference relevant Hyde policies and procedures.</p> <p>March 2023 v5.0 – Section 5 – Definitions – Definition of a service request and complaint aligned with Complaints Procedure; Section 6 – Exclusions from this policy – Table reordered and more detail added to clarify exclusion examples and evidence considered; Section 9 - Complaint stages, timescales and communication – ‘Complaints Handler’ changed to ‘Complaints Officer’; and Section 12 - Involvement of customers within our complaint handling approach added.</p> <p>January 2023 v4.0 – Removal of all reference to an informal complaint process, (which we closed in August 2022) to comply with the Housing Ombudsman Code (with effect from 1 October 2022)</p>		
Staff consultation:	Customer, Property, Finance, Development, Legal Services, Risk & Assurance, Policy & Compliance		
Resident consultation:	We regularly update our customer groups about our complaint handling approach. We have briefed about		

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			our obligations under the Housing Ombudsman Code, compliance with which underpins this policy. We implemented a new Customer Relationship Management system in early 2023 and our customers were involved in user acceptance training of this.
Policy signed off by:			Hyde Leadership Team (HLT)
Date published:			January 2026
Policy Statement Author:			Head of Customer Experience
Policy & Compliance Business Partner:			Policy & Compliance Advisor
Operational Policy Owner:			Head of Customer Experience
Policy Owner:			Customer Operations Director