



Tenant Led Improvement and Alterations Policy

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Contents

Section	Title	Page(s)
1.0	Introduction	2
2.0	Purpose	2
3.0	Principles	2
4.0	Definitions	3
5.0	Scope	3
6.0	Contribution to Plan A	3
7.0	Legislative and regulatory framework	4
8.0	Policy Statements	4-13
9.0	Roles and responsibilities	14
10.0	Related policies and procedures	15
11.0	Monitoring and review arrangements	15

1.0 Introduction

- 1.1 The Tenancy Agreement (assured non-shorthold) enables tenants to make certain alterations and improvements to their homes provided they obtain written permission from us prior to commencing any works. Tenants also have the right to claim compensation for those meeting the eligibility criteria outlined in paragraph 8.11.

We will ensure that this overall policy:

- Is fair, equitable and easily accessible.
- Is well publicised.
- Is simple to understand and accessible in various languages.
- Clearly states our approach to delivering its repairs service.
- Reflects best practice.

2.0 Purpose

- 2.1 The purpose of this policy is to ensure that all requests for alterations, improvements and compensation are treated fairly and consistently.

3.0 Principles

- 3.1 This policy reflects our corporate values of trust, respect, innovation and working together. We are committed to ensuring that tenant requests to make alterations or improvements to their homes are dealt with in a respectful, fair, transparent and consistent way.

4.0 Definitions

4.1 The key terms used in this policy are defined below.

Alteration	Is where the tenant: <ul style="list-style-type: none">• Alters, removes or replaces any of the existing building fabric, its grounds or boundaries.• Replaces one of our fixtures or fittings with one of their own which is of similar quality or standard as the original, e.g. kitchen units.
Improvement	Is where the tenant: <ul style="list-style-type: none">• Replaces one of our fixtures or fittings with one of their own which is of a higher quality or standard.• Installs an item where there is none at present, e.g. a shower.• Extends the floor area of the property in any way, e.g. by adding a conservatory or a porch.• any addition to or alteration in landlord's fixtures and fittings,• any addition or alteration connected with the provision of services to the property,• the carrying out of external decoration.

5.0 Scope

5.1 This policy applies to the tenants of all social housing rental accommodation and low-cost home ownership properties classified as rent-to-buy. The policy does not cover low-cost home ownership properties classified as shared ownership or leasehold properties.

5.2 This policy applies to all employees and where required to contractors delivering relevant services on our behalf.

6.0 Contribution to Plan A

6.1 The effective implementation of this policy will support the following objectives of the Providing Quality Sustainable Homes Strategy:

- Objective 20: Maintain homes to a standard which exceeds the needs and expectations of our tenants.
- Objective 21: Provide homes that are safe, exceed the needs and meet the aspirations of our tenants.

7.0 Legislative and regulatory framework

7.1 The legislation relevant to this policy is the Housing Act 1985 sections 97, 98, 99, 99A, 99B, 100 and 101. The Act states that secure tenants are required to obtain their landlord's consent prior to making any improvement to their property but that this consent should not be unreasonably withheld.

8.0 Policy statements

8.1 Consent for tenant led improvements and alterations will not be unreasonably withheld. Some examples of the types of works that will be considered under this policy include, but are not limited to:

- Installing a kitchen
- Installing a bathroom
- Installing wood or laminate flooring
- Installing space or water heating
- Satellite dishes and aerials
- Structural works
- Building of extensions e.g. conservatory
- Building or removing a structure in a garden including shed, greenhouse, wall or fencing
- Planting or felling a tree in the garden
- Installing a driveway or pavement crossing
- Decorating the outside of the property.
- Installing photovoltaic or solar panels.
- Installing an air source or ground source heat pumps.
- Boarding out loft for storage
- Installing electric vehicle charging points

8.1.1 In certain circumstances the consent given may be conditional and we undertake that any conditions attached will be reasonable.

8.1.2 A failure by a tenant to satisfy a reasonable condition imposed by us as the landlord when consent was given to an improvement which the tenant proposes to make, or has made, could be treated as a breach by the tenant of an obligation of their tenancy.

8.2 In certain circumstances we may not grant consent for improvements and alterations typically where:

- a) they may make the property less safe for occupiers,
- b) cause us to incur expenditure which we would be unlikely to incur if the improvement were not made
- c) reduce the value of the property on the open market, the rent which we would be able to charge on letting the property or significantly reduce demand for the property.

Some examples of the type of work that would not be granted permission for include, but are not limited to:

- Wood/multi fuel stoves in properties or in any outbuilding or shed.
- Gas fires.
- Gas boilers.
- Any appliance that would require us to carry out regular safety / legislative led inspections. This includes works that would increase our compliance burden and responsibility or would lead to additional administration or further costs being incurred in performing those statutory checks.
- Loft conversions
- Painting kitchen units or external composite doors
- Removal of adaptations
- Planting in open spaces or communal gardens

8.3 Our responsibilities

8.3.1 It is our policy to be fair and consistent in considering requests made by tenants to carry out alterations and improvements to their homes. When making decisions we will consider any potential impact on neighbouring homes to protect our interest in the property. We will endeavour to provide an initial response to all requests received from tenants within two working days.

8.3.2 All approvals including any conditions will be confirmed in writing and recorded in CX. Where possible any refusals are advised at first point of contact by the Customer Services Team and are recorded in CX. If a tenant applies for consent for an improvement or alteration and is refused, a written statement explaining the reason why consent was refused in accordance with the Housing Act 1985 section 98 will be provided.

8.3.3 We will only authorise alterations/improvements once:

- All relevant and appropriate approvals/permissions have been obtained by the tenant e.g. planning, building consent, listed building consent, etc.
- Any rent arrears or other debts owed to us is cleared.

8.3.4 For approval to be granted and acceptance of any works as satisfactory, we may require:

- timescales for completing the works,
- access to the property within 14 days of completion of the works, failure to allow access to inspect completed works will null and void the approval,
- a statement of quality of materials that will be used,
- that works must be carried out by a competent / qualified person,
- a copy of all relevant certification including but not limited to gas, electrical and structural certification,
- Building Control and planning certificates, where required.

8.3.5 In the event permission is refused we will not be liable for reimbursing tenants for any charges/fees incurred.

8.3.6 We will not be liable for any loss or damage due to any alterations carried out by the tenant with or without written permission.

8.3.7 We will not pay towards the cost of carrying out the improvements or for any professional fees and permissions or for the costs of any remedial works required as a result of the alteration or improvement, unauthorised or sub-standard works.

8.3.8 At the end of a secure tenancy, we will consider all requests for compensation made by tenants who carried out eligible improvements to their homes with written consent in accordance with the Housing Act 1985 Section 99A and B. To be eligible for compensation tenants must produce invoices/receipts for all goods and labour costs relating to the compensation being claimed.

8.3.9 Rent will not be altered as a result of an improvement by a tenant in accordance with the Housing Act 1985 Section 101.

8.3.10 Tenants will be recharged for any repairs we carry out if the repairs relate to, or arise from, alterations or improvements under terms of the Tenant Recharge Policy.

- 8.3.11 In some circumstances, permission will only be given subject to the full reinstatement of the alteration or improvement back to its original condition on termination of the tenancy. For example, the erection of a conservatory.
- 8.3.12 We may give retrospective consent subject to the works being in accordance with this policy, retrospective permission cannot be applied for within a tenancy termination notice period.
- 8.3.13 Tenants will be advised that they must contact the Compliance Team prior to works commencing for asbestos information and to discuss any health and safety implications.
- 8.3.14 We will advise tenants that some alterations might be eligible for grant funding, and they should investigate this before carrying out the works.

8.4 Tenants' Responsibilities

- 8.4.1 Tenants are responsible for requesting permission from us and obtaining consent in writing for any alteration or improvement.
- 8.4.2 Tenants are responsible for ensuring that any other permission, approvals or licences are obtained and copies given to us before beginning any works, including but not limited to:
- Building regulations
 - Planning (including conservation areas)
 - Listed building permissions.
 - Gas, electric or water companies
 - Consent to prune or fell a tree.
- 8.4.3 Tenants are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions.
- 8.4.4 Tenants are responsible for paying any fees or charges that arise from seeking the appropriate permissions.
- 8.4.5 Agreed alterations to the property must be completed in a reasonable time which will be detailed in the consent email or letter, to an acceptable standard of workmanship and in accordance with other conditions contained in the written permission.
- 8.4.6 All electrical work must be installed by an industry recognised registered electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671).

- 8.4.7 All works relating to the removal or relocating of a gas appliance must be carried out by a 'Gas Safe' registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998 and manufacturer's instructions and recommendations. A copy of the gas safety record will be required by us.
- 8.4.8 All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006.
- 8.4.9 All plumbing works must be carried out by a suitably qualified and competent plumber.
- 8.4.10 For major works tenants may be required to submit relevant paperwork including:
- Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body and insured to carry out the required work).
 - Confirmation in writing from the planning authorities planning permission is or is not necessary and that it has been obtained where necessary prior to work commencing.
 - Drawings and notes for structural work, prepared by a qualified surveyor or engineer.
 - Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors etc.
- 8.4.11 If a tenant intends to restore or reinstate an existing fixture on termination of their tenancy, the tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate.
- 8.4.12 Tenants are responsible for finding alternative accommodation, at their own expense, if they need to move out of their property during or as a result of any works. (Note It is a stipulation of tenancy agreement that tenants must occupy their home as their only or principal home).
- 8.4.13 If we carry out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying any recharges until we take ownership of the alteration or improvement.

8.5 Refusing consent

8.5.1 Requests may be reasonably refused if the works would be likely to:

- A. make the property, or any other premises, less safe for occupiers,
 - B. cause us to incur expenditure which we would be unlikely to incur if the improvement were not made,
 - C. reduce the price which the property would fetch if sold on the open market or the rent which we would be able to charge on letting,
 - D. increase our compliance responsibilities such as solid fuel heat producing appliances,
 - E. reduce the living space,
 - F. breach planning, building or conservation area regulations,
 - G. not comply with relevant regulations, health and safety obligations etc.,
 - H. Affect any work planned by us e.g. under Decent Homes programme,
 - I. reduce the SAP rating of the property and or makes the property less carbon efficient,
 - J. appear unsightly or out of keeping with the character of the development or surroundings,
 - K. cause an ongoing source of nuisance to neighbours,
 - L. restrict access to service points such as stopcocks and meter boxes,
 - M. cause potential structural, shading or access issues to existing or future solar photo voltaic installations,
- Or if the following conditions apply:
- N. The rent account is in arrears,
 - O. It is within the 12 month defect liability period of a new build,
 - P. May, in our opinion, result in a restricted ability to let the property to a new incoming tenant in the future.

8.6 Responsibility for future maintenance

- 8.6.1 Tenants are responsible for repairs relating to the alteration or improvements that are carried out until a 12 month period has elapsed from the date of installation. We will not be responsible for the future maintenance of tenants' alterations such as conservatories. Tenants will be expected to remove these and reinstate the property upon the termination of their tenancy.
- 8.6.2 We will not be responsible for maintaining sundry items that have been installed by tenants e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being tenants' fixtures.
- 8.6.3 At the end of their tenancy, tenants will not be permitted to remove fixtures that are an essential feature of the property such as kitchen/ bathroom fittings or installations e.g. wiring and radiators.
- 8.6.4 At the end of a tenancy where a tenant is required to reinstate the property to its original condition. Failure to do so will result in us charging the tenant for the removal of the alteration and making good.

8.7 Appeals

- 8.7.1 If a tenant is dissatisfied with a condition set or a decision made by us they can appeal. Appeals will be determined by the Asset Manager or the Head of Property Services within 10 working days.

8.8 Unauthorised alterations or improvements

- 8.8.1 It is a tenancy condition that consent must be obtained in writing before a tenant commences any improvement. If a tenant carries out an improvement without obtaining written permission, we may give retrospective permission¹ subject to the tenant making a written application within 28 days of being instructed to do so.
- 8.8.2 Further action will be taken by us if:
 - the improvement has already been carried out and the tenant refuses to make an application.
 - the tenant is refused permission on application and does not reinstate the property to its original condition.
 - the quality of workmanship or the materials used are below an acceptable standard, as defined by us or our representatives.
 - evidence/certification is not provided that the alterations have been carried out by a competent person.

¹Section 98(30) of the Housing Act 1985 makes provision for retrospective applications

8.9 Legal action

8.9.1 If tenants fail to comply with this policy we reserve the right to take appropriate action including but not limited to:

- applying to the courts for a possession order/injunctive relief,
- ordering the removal of an improvement that is a breach of the tenancy conditions,
- seeking damages for any costs incurred,
- reinstating works as a chargeable item either during or after the tenancy ends,
- having the alteration checked and the cost recharged to the tenant if the required certification is not provided.

8.10 Removal of an improvement

8.10.1 We reserve the right to reinstate the property to its original condition if the improvement is unsafe, does not meet our lettable standard or is causing damage to the structure of the property, or any adjoining property. We will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant/former tenant responsible under the recharge policy.

8.10.2 If appropriate, we will advise tenants that if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.

8.10.3 Further works carried out by us to rectify any issues as a result of unauthorised alterations will be recharged.

8.11 Compensation for Tenants' Improvements

8.11.1 When their tenancy ends, tenants may have a right to compensation for improvements that they have carried out in accordance with the Housing Act 1985 Section 99 A and B. A summary of the scheme is as follows:

- We must have granted permission for the improvement. Retrospective permissions will be eligible unless the tenant has submitted a notice to quit. Compensation is only paid for eligible improvements when the tenancy ends.
- The tenant must be an assured tenant at the time of the claim.
- Tenants who exercise the right to buy/acquire are not eligible, as tenants' own improvements are taken into account when carrying out the valuation.
- Tenants who lose their tenancy under a court order are not eligible.
- Claims can be made up to 28 days before the tenancy ends or 14 days after the tenancy end date. All claims must be made in writing.

- Invoices are required for materials and labour. The tenants' own labour costs are not eligible. There is no compensation for planning, building control or professional fees.
- There is a lower limit of £50 and an upper limit of £5,000 for any one improvement.
- Any payment due under this scheme will be offset against any arrears, including former tenant and sundry account debts.
- Tenants who are required to remove the improvement at the end of their tenancy and reinstate the original or return the area to its original state are not eligible to receive compensation.

8.11.2 The following table lists the improvements that tenants can make to their homes at their own cost for which compensation can be claimed at the end of the tenancy. The list also states their average life. A reduction in compensation will also be made where the improvement is considered to be below the expected condition for its age.

Improvement	Expected Life in Years
Bath or shower	12
Wash hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboard in bathroom or kitchen	10
Work surfaces for food preparation	10
Water heating	12
Thermostatic radiator valves	7
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other window replacement of secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the property, but excluding burglar alarms	10
Photovoltaic panels	10
Air Source Heat pump	10

8.11.3 Calculation of Compensation

The amount of compensation payable for an eligible improvement is calculated according to the following formula² which takes into account wear and tear and depreciation:

$C \times [1 - (Y/N)]$ where:

C = the cost of the improvement.

Y = the age of the improvement in whole years, rounded up.

N = the notional life of the improvement.

C will be discounted to reflect the condition of the improvement, should the condition of this be less than expected for the age of the improvement. This will also reflect any essential repairs that are required to bring the improvement up to a fair and reasonable standard for its age.

8.12 Complaints and feedback

8.12.1 Customers can provide feedback about the services they have received in respect of this policy. If a customer is dissatisfied with the service they have received from us, they can make a complaint to us in line with our Complaints, Compliments and Feedback Policy.

We define a complaint as:

'Any expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, our own employees, or those acting on our behalf, affecting a resident or group of residents.'

9.0 Roles and responsibilities

9.1 Roles and responsibilities under this policy are outlined below.

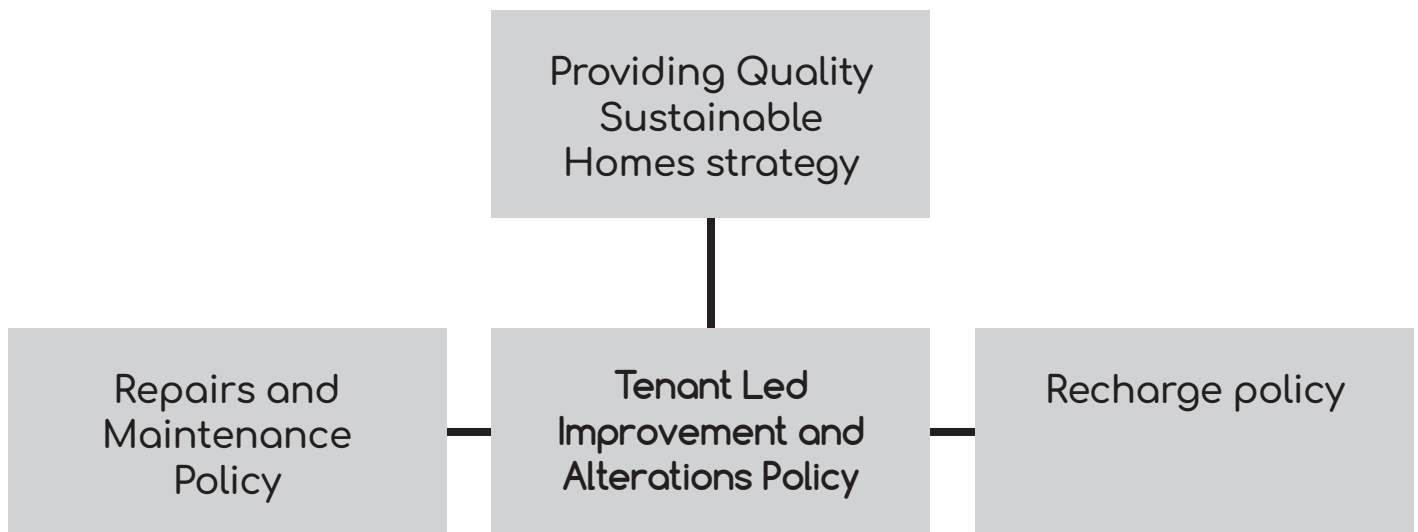
Finance and Investment Committee	The committee is responsible for reviewing and approving the policy every three years (or sooner if there is a change in legislation or regulation).
Executive Management Team (EMT)	Has oversight over compliance with this policy via assurance reports on policy monitoring and compliance.
Executive Director of Finance and Investment	Is responsible for the effective delivery of this policy.
Head of Property Services	Has operational responsibility for the delivery of this policy.
Asset Manager	Is responsible for determining appeals made in relation to this policy. In the absence of the Asset Manager the Head of Property Services may also determine appeals.

9.2 This policy will be communicated to employees via the Intranet and communicated to customers via our website and in other formats where needed. Those who have responsibilities under this policy will be required to formally accept and confirm understanding of the policy and will confirm understanding following appropriate training, advice, and/or guidance.

²Formula based on Regulation 4, No. 613 of The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994

10.0 Related strategies and policies

10.1 This policy should be read in conjunction with the key related documents shown in the graphic below:



11.0 Monitoring and review arrangements

11.1 Assurance on compliance with this policy will be gained via a range of methods, as set out in the following table:

Type of assurance	Key source	Frequency
Management assurance	CX data dashboard	CX data dashboard
Corporate Oversight	F&IC Property Services Progress Review	F&IC Property Services Progress Review
Independent assurance	Internal audit	Internal audit

11.2 This policy will be reviewed every 3 years, unless there is significant development that would require a more urgent review e.g. new legislation or regulation.