



Property Management

Property Alterations and Improvements

Scope:	This policy applies to Circle 33 Housing Trust, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association
Effective Date:	July 2008
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Signed Off:	Group Policy Forum, 4 th July 2008
Author:	Abi Patience, Policy Officer
Policy Owned by:	Policy and Planning
KLOE:	Stock Investment and Asset Management
QAF (Supported Housing):	N/A
Statute:	Housing Act 1985 c.68 Leasehold Reform, Housing and Urban Development Act 1993 The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 no. 613
Regulatory Code:	3.5

Property Alterations and Improvements Policy

1 Scope

- 1.1 This policy applies to all assured and secure general needs and supported housing residents of:
- Circle 33 Housing Trust
 - Mole Valley Housing Association
 - Old Ford Housing Association
 - Roddons Housing Association
 - Russet Homes
 - South Anglia Housing
 - Wherry Housing Association
- 1.2 It covers the situation where a resident wishes to make an alteration or improvement to their property. [Repairs](#) and [Cyclical and Planned Maintenance](#) are covered in separate policies.
- 1.3 Residents with assured shorthold tenancies have more limited rights than those with assured or secure tenancies. However they can still apply for permission to carry out improvements.

2 Policy Statement

- 2.1 The Housing Act 1985 gives the right to Secure tenants to carry out improvements subject to their landlord's consent. Circle Anglia also grants this right to Assured tenants through the tenancy agreement.
- 2.2 The tenancy agreement gives a right to residents to make improvements to their home but only under certain circumstances. The current wording in the current Circle Anglia assured and secure tenancy agreements is as follows:

“To make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to or alterations to the Landlord's installations, fixtures and fittings provided the Tenant has first obtained the

Landlord's written consent and all other necessary approvals".

- 2.3 Other tenancy agreements in use within the group may have different wording for this clause, and so it is recommended that the tenancy agreement is checked for every request.
- 2.4 Starter tenants do not have the right to make improvements during the first 12 months (or any extension period in addition to the 12 months) of their tenancy.

3 Policy

- 3.1 Residents do not need permission from their landlord for minor repairs that do not affect the structure of the property or fittings within it. These may include things such as:
- Unblocking a drain
 - Replacing light bulbs
 - Replacing a toilet seat
 - Replacing a tap washer
- 3.2 For any other type of improvement residents must obtain written permission to carry out improvements in advance of carrying out the work, and comply with any conditions that are set by the landlord.
- 3.3 Works that would constitute an alteration or improvement include:
- putting up wall units, or replacing a kitchen or bathroom
 - decorating the outside of the property
 - any changes to external walls including garden walls, and any extensions
 - other external improvements such as laying a patio or creating off road parking
 - putting up a TV aerial or satellite dish (where applicable)
 - installing central heating or making any significant changes to the central heating
 - knocking down any walls, or altering the internal configuration of a property, including replacing a fireplace
 - alterations or improvements to internal walls including plastering, rendering and drylining

- adding loft or cavity wall insulation, or external insulation
 - replacement of external doors or windows
 - adding an intruder alarm system
 - installing laminate flooring
- 3.4 Residents must contact their landlord before putting up a satellite dish, because in some situations planning permission will be needed, and in others satellite dishes will not be allowed. We will not withhold permission unreasonably. Residents will be responsible for applying for planning permission.
- 3.5 Where buildings are in conservation areas or count as historic buildings themselves there may be restrictions on the alterations and improvements that can be made. Information on this can be obtained from the local council.
- 3.6 We will only refuse permission with reasonable cause. These reasons may include:
- Where the alterations will negatively affect the lettable and/or value of the property
 - Where the works will affect the structural integrity of the building or will affect another building, or in some other way impact on the safety of the resident
 - Where an unsuitable contractor is to be used or there are clear health and safety hazards
 - Where planning permission hasn't been obtained or the work is unauthorised
 - Where the alterations may have a negative affect on neighbours
 - Where the alteration or improvement is not suitable for the property type e.g. in a shared scheme or block of flats
- 3.7 Our policy is that we will refuse permission for residents to install wooden or laminate flooring in their properties if it is on a first or higher floor in a building where there are other properties below.

Alterations carried out without our permission

- 3.8 We reserve the right to require residents to put right any works which have been carried out without our written permission, as this is a breach of the tenancy agreement.

- 3.9 Where the work has not caused damage to the property and does not pose a health and safety risk RSLs may decide not to require the resident to undo the work.
- 3.10 Details of the alteration must be recorded against the property on our records, including the Codeman database.

4 Resident responsibilities

- 4.1 Residents are responsible
- to ensure that anyone carrying out work in their home is suitably qualified and competent to carry out the work,
 - for health and safety considerations relating to the work, and
 - to ensure that any damage caused by the works is put right.
- 4.2 Some improvement work will need building regulations approval. Residents will need to discuss this with their local council and ensure that the work is properly certified. A copy of the certificate should be sent to the landlord.
- 4.3 Work involving Party Walls must in all cases be referred to the landlord.

Gas and Electrical Safety

- 4.4 There are particular safety issues around works affecting gas and electrical installations. Residents carrying out improvement work which affect or may affect gas or electrical installations must ensure that appropriate safety measures are taken.
- 4.5 Anyone carrying out work on gas installations must be registered with CORGI. Once works have been completed a gas safety certificate must be issued, and a copy passed to the relevant RSL.
- 4.6 Anyone carrying out work on electrical installations must be a “competent person”. i.e. an approved domestic installer in accordance with Part B of the electrical regulations, registered with the NICEIC. Once works have been completed an electrical safety certificate must be issued, and a copy passed to the relevant RSL.

Asbestos

- 4.7 Residents must be aware of the risks of Asbestos when carrying out authorised works. Circle Anglia has an [Asbestos policy](#) and management

plan, and Approved Asbestos Consultants. There is also a [customer leaflet](#) about Asbestos available in all reception areas.

- 4.8 We insist that asbestos must only be removed, sealed or repaired by contractors with an appropriate licence.
- 4.9 If they have any concerns that there may be asbestos in their property residents can request that our Asbestos register is checked before they start work, and obtain expert advice from the RSL Property Services department.

Ongoing Repairs

- 4.10 Circle Anglia will not maintain any fixtures and fittings that are in excess of the original repair obligations at the property such as fitted wardrobes, cupboards or showers.
- 4.11 We will repair items in accordance with the statutory repair obligations and we may maintain installations such as central heating provided the contractor has been approved by us and only normal maintenance is required.

5 Compensation for Qualifying Improvements

- 5.1 At the end of their tenancy residents who have made qualifying improvements may be able to claim compensation from the relevant RSL.

Qualification criteria

- 5.2 Residents will not be entitled to compensation where:
- The claim is less than £50
 - The property has been purchased under the Right to Buy (RTB)
 - The work is not up to an acceptable standard, particularly where it has not been undertaken by a suitably qualified person (this will be verified by post inspection of the work by the RSL)
 - The tenancy is being assigned to another (see policy on Assignment to a potential successor)
 - A new tenancy is started at the property by the resident, or
 - The tenancy was ended by a Possession Order

5.3 If the resident who made the improvement does not claim compensation, then the following may also claim it:

- anyone who has become a joint resident with the improving resident
- a person succeeding to the tenancy on the death of the improving resident
- assignees who would have qualified to succeed to the tenancy if the improving resident had died
- a spouse or former spouse, cohabitee to whom the tenancy was assigned or transferred by a court order following a relationship breakdown.

5.4 The claim must be made in writing within the period starting 28 days before and ending 14 days after the tenancy ends.

Qualifying Improvements

5.5 Qualifying improvements are set out in Statutory Instrument 1994 No. 613 as being the following items:

- Bath or shower, wash hand basin, or toilet
- Kitchen sink, or work surfaces for food preparation
- Storage cupboards in bathroom or kitchen
- Space or water heating, including thermostatic radiator valves
- Insulation to pipes, water tank or cylinder
- Loft or cavity wall insulation
- Draught proofing of external doors or windows
- Double glazing or other external window replacement or secondary glazing
- Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)
- Any object which improves the security of the dwelling (excluding burglar alarms)

5.6 We will only pay compensation if there is evidence that we gave permission for the work to be done.

Amount of Compensation

5.7 Compensation will be subject to written evidence being obtained and based on a formula set out in [SI 1994 \(No. 613\)](#) which considers:

- the improvement costs (which must be considered reasonable and subject to three written estimates), less the value of any grants obtained under Part VIII of the Local Government and Housing Act 1989 or the Home Energy Efficiency Grants Regulations 1992
- the notional life of the improvement
- the number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed

5.8 The maximum amount that can be claimed is £3,000.

Other compensation at the discretion of the RSL

5.9 RSLs may also compensate for other improvements which aren't mentioned in SI 1994 (No. 613) at their own discretion where they are deemed to have added to the value and/or lettable of the property. Examples of these improvements could be:

- External insulation
- Alterations which improve the environmental impact of the property, including for example solar panels / ground heat pumps etc.
- Property extensions or conservatories

Disagreement

5.10 If residents disagree with the sum they are being offered, they can write to us within 28 days of receiving our notification. We will review our decision.

5.11 If they disagree with our reviewed decision they can follow our complaints procedure.

6 Service Standards

6.1 We will acknowledge all requests for permission to carry out an alteration or improvement in writing within 10 calendar days. Where possible this letter will also include a decision on whether or not the alteration can go ahead.

6.2 If further time is needed to consider the request, the decision will be given to the resident in writing within 21 days of the original request.

6.3 We will not withhold consent unreasonably nor impose unreasonable conditions.

7 Monitoring

7.1 We will record all correspondence and decisions about property alterations and improvements on Orchard (or equivalent system).

7.2 We will record any improvements to a property on Codeman.

8 Equality and Diversity

8.1 It is essential to recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly.

8.2 All customers will have access to this document upon request or from our website www.circleanglia.org/customers

8.3 This document and accompanying leaflet can be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.

8.4 Equality and Diversity training is mandatory for all staff.

9 Publicising the Policy

9.1 Circle Anglia publicises its policies and procedures on Property Alterations and Improvements to residents and staff in a number of ways:

- Resident Handbook
- Resident Newsletter
- Resident Website
- CIRANO
- Policy Briefings and
- Training

Glossary

Term	Definition
Qualifying improvement	Improvement works carried out by residents that are eligible for compensation under the Housing Act 1985 and the Leasehold Reform, Housing and Urban Development Act 1993

Related Documents

Document	Link
Connected Policies:	Repairs
	Cyclical and Planned Maintenance
	Asbestos
	Safety of Heating Installations
Forms and Letters:	Electrical Safety
	Information Sheet
Leaflets:	n/a

Version history

Version no.	1	Date effective:	November 2006
Full / partial review?	n/a		
Brief summary of changes:	n/a		
Consultation:	Staff, SMPRG, OF HS, OF TML, GPF		
Signed off by:	Group Policy Forum, 23 rd October 2006		
Author:	Jason Christensen		

Version no.	2	Date effective:	July 2008
Full / partial review?	Full		
Brief summary of changes:	Integration of new partners, Resident's responsibilities		
Consultation:	<ul style="list-style-type: none"> ▪ AMS Health and Safety manager ▪ Central Asset Management team ▪ Circle 33 Property team ▪ Development ▪ Heads of Continuous Improvement ▪ Mole Valley staff via Glynis Gatenby ▪ Old Ford Property team ▪ Roddons Property team ▪ Russet staff via Lesley Hardwick ▪ South Anglia Property team ▪ Support Initiatives ▪ Wherry Property team 		
Legal:	Eversheds were consulted on: <ul style="list-style-type: none"> ▪ Wooden flooring ▪ Rights of assigning tenants and their assignees ▪ Reasonable reasons for refusal ▪ Compensation for non-legislative items 		
Signed off by:	Group Policy Forum, 4 th July 2008		
Author:	Abi Patience, Policy Officer		

Version no.	3	Date effective:	
Full / partial review?			
Brief summary of changes:			

Consultation:	
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