



## **Alterations and Improvements Policy**

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## **1. Introduction**

This policy outlines the broad principles that will be used by Partick Housing Association (PHA) in the management of alterations and improvements, taking account of statutory and regulatory requirements.

## **2. Legislative & regulatory framework**

PHA will comply with the law and any relevant guidance from the Scottish Housing Regulator (SHR). Specifically this policy should be read in conjunction with the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001.

If PHA gives landlord's consent to tenants for alterations or improvements to their home, this is done without prejudice. Tenants will require to comply with any statutory or regulatory requirements in relation to planning consents and building warrants – further advice can be provided by the relevant local authority. In addition tenants will require to ensure that any works are carried out by a competent contractor, who complies with all relevant building regulations, etc.

## **3. Aims & objectives**

The Alterations & Improvement Policy aims to ensure that the Association appropriately records and monitors any alterations or improvements within our housing stock in accordance with legislation and good practice guidelines.

The main objectives of this policy include:

- ensuring that systems are established to enable the Association to comply with its duty in relation to alterations and improvements to dwellings;
- establishing an effective monitoring system;
- having systems in place, which ensure that processes are carried out efficiently, effectively and economically for both Association and customer;
- ensuring that audit trails exist within the Association's property databases; and
- reviewing policies, procedures and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation.

## **4. General principles**

If a tenant submits a request to alter or improve their home, PHA will not refuse permission unreasonably.

### **4.1 Permitted alterations**

Appendix 1A sets out the types of alteration that PHA may permit along with the conditions that would require to be complied with. Appendix 1B summarises those alterations that are not permitted.

These are common alterations, but these lists are not exhaustive. Where a tenant seeks permission for an alteration or improvement that is not listed, PHA will apply a test of reasonableness based upon the relevant circumstances of the case.

#### **4.2 Granting in principle permission**

If permission is granted in principle, PHA will tell the tenant in writing and this will include any conditions that apply and must be adhered to. The tenant may then proceed with the agreed alterations or improvements, but must notify the Association that works have been completed so that these can be checked.

If a tenant is unhappy with the conditions attached to the Association's permission or needs clarification, they should contact the Association before proceeding. If the tenant remains dissatisfied, they can appeal using the complaints procedure.

#### **4.3 Granting formal permission**

Where the Association has granted in principle permission, the tenant must have all associated works completed and provide written confirmation to the Association within 12 weeks of the date that in principle permission was granted.

If works have been completed to the Association's satisfaction then a letter will be sent to the tenant confirming that formal permission has been granted. However this permission will be granted without prejudice and the tenant will require to comply fully with any statutory or regulatory requirements in relation to planning consents and building warrants.

#### **4.4 Refusing or withdrawing permission**

If permission is refused, the Association will tell the tenant in writing and this will include the reason for refusal. If the tenant is unhappy with the Association's refusal to give permission, they can appeal using the complaints procedure.

If in principle permission has been granted but works have not been completed to the Association's satisfaction then written confirmation will be sent advising that any in principle permission has been withdrawn.

If a tenant fails to confirm that works have been completed within 12 weeks of the date that in principle permission was granted, the Association will withdraw this permission. The tenant will be notified in writing where this occurs and will need to reapply if they wish to take forward alterations or improvements at a future date.

The Association may withdraw permission for alterations or improvements at any time if they cause nuisance to neighbours or affect the structural integrity of the property.

If a tenant is unhappy with the Association's refusal or withdrawal of permission, they can appeal using the complaints procedure.

## **4.5 Rechargeable repairs**

If an occupied or void property has had unauthorised alterations or improvements carried out by the tenant, the provisions of the Rechargeable Repairs Policy may apply.

## **4.6 Right to Compensation for Improvements**

If a property becomes void that has had authorised alterations or improvements carried out by the tenant, the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001 may apply (see Appendix 2).

## **5. Corporate fit**

### **5.1. Linkages to other policies**

PHA's Alterations & Improvements Policy is consistent with a number of other key documents, including:

- Scottish Secure Tenancy Agreement;
- Housing Maintenance Policy;
- Rechargeable Repairs Policy;
- Estate Management Policy;
- Asset Management Strategy;
- Health & Safety Policy;
- Risk Management Policy; and
- Comments, Compliments & Complaints Policy.

### **5.2. Equalities**

PHA's Alterations & Improvements Policy complies with our Equality Policy to ensure equality of treatment for all tenants without discrimination or prejudice. At all times PHA will therefore consider all tenants, regardless of sex, faith or religion, race, ethnic origin, sexual orientation, mental or physical health, disability or marital status.

### **5.3. Confidentiality**

PHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under the Data Protection Act 1998.

### **5.4. Business Plan & Risk Management**

PHA's Business Plan reflects that housing maintenance and asset management are key landlord responsibilities, and effectively managing alterations and improvements is part of this. We seek to mitigate against business risk through managing our housing maintenance service and asset management functions in an efficient, effective and economic manner.

## 5.5. The Board

The Board will monitor the implementation of this policy to ensure that it is properly operated, that there is appropriate officer involvement in the processes used in managing the process, and that there is effective scrutiny of the Alterations & Improvements Policy.

The Board will ensure that the Alterations & Improvements Policy is meeting its intended objectives and that appropriate monitoring and reporting of activities takes place. In implementing the Policy certain functions are the responsibility of the Board or nominated committee, although staff have delegated authority to undertake many tasks. Examples of key functions / tasks are summarised below.

<b>Function / task</b>	<b>Responsibility</b>
Alterations & Improvements Policy – review, amendment & approval	Operations Director and Property Services Manager are responsible for reviewing, amending and approving the Alterations & Improvements Policy.
Alterations & Improvements Procedures – development, monitoring & review	Operations Director and Property Services Manager are responsible for developing, monitoring and reviewing operational procedures which reflect the principles set out within the Alterations & Improvements Policy.

## 6. Miscellaneous

### 6.1 Alternative formats

On request, the Association will provide translations of our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc, and these can be obtained by contacting the Association's offices. The Association is a member of the Happy to Translate scheme.

### 6.2 Next Review

We will review the Alterations & Improvements Policy every three years or sooner if required by statutory, regulatory or best practice requirements.

PHA will publicise its Alterations & Improvements Policy through our, website, and newsletters.

## Appendix 1A

### Alterations that are permitted

Alteration	Conditions that must be complied with
Shower	Must be installed by a competent electrician. 10mm cable and copper piping must be used and a copy of the electrical installation certificate supplied.
Driveway	If fence line is opened, gates must be installed to match the existing perimeter fence. Planning permission must be granted in writing from local authority to drop kerb. Sub base must consist of at least 150mm compacted hard-core, 50mm compacted sand with concrete slabs to a minimum requirement of 50mm.
Fencing	Maximum height of 1.8m in rear gardens and 1m in front gardens. Written agreement from neighbour required. Must be within own boundary line.
Kitchens	Full details of manufacturer's specification and installer must be provided so that the Association can make an informed decision on the quality of kitchen, availability of spare parts, etc. The kitchen must be of a safe regular design and comply with Scottish Housing Quality Standard requirements and have a minimum of 1 cubic metre of storage space.
TV Aerial	When fixed to a bracket within the loft space.
Wall-mounted televisions	Must be adequately fixed by a competent tradesman using a TV bracket recommended by the manufacturer.
Loft insulation	Full details must be provided of installer / company carrying out the installation, with the depth being to a minimum requirement of 270mm in depth.
Cavity wall insulation	Full details must be provided of installer / company carrying out the installation.
Security / burglar alarm	Full details must be provided of installer / company carrying out the installation.
Close circuit television (CCTV)	Full details must be provided of installer / company carrying out the installation. Camera to be recording own property only and be installed in relation to CCTV data protection guidelines.

Satellite dish	When attached to purpose erected pole in garden.
Key safe / door entry system / temporary ramp / stair lift	Where requested by the Integrated Health and Social Care Partnership for households with particular needs.
Tiled floors and walls	Houses, bungalows and ground floor flats, except where the property is still under a defects liability period. The Association will not be liable for any damage or requirement to uplift or remove to allow repairs or major works.
External taps	Internal pipework must be insulated and fitted with a balofix valve to isolate the external water supply.
Slabbing	Slabbing works must have a minimum of 100mm hard core to support the slabbed area and be free from any trip hazards. The slabbed area must also be maintained by the current tenant.
Fitted wardrobes	No structural changes allowed and room must be reinstated to original layout if tenancy ends.
Internal doors	Fire doors must be replaced with doors of equal or approved fire rating. Any glazed doors must have regulation safety glass.
Windows & external doors	Specification must be approved by the Association. Must be like for like. No structural changes to the fabric of the building or canopies over doors.

**Alterations that are not permitted**

- Any structural alterations to dwelling or relocation of internal partitions
- Any non-structural alterations to partition walls, doorways or archways
- Laminate or wooden flooring in flats which are not ground floor
- Removal of level access or wet-floor shower rooms for bath
- Relocation of radiators or installation of fireplaces / gas fires etc.
- Ceiling fans
- Any alterations to loft spaces
- 'Velux' windows
- Solar panels
- Satellite dish or flag poles where attached to building or fencing
- Patio doors
- Conservatories
- Decking
- Garages
- Removal of grassed areas or garden ground to lay stones, unless part of agreed measure to remedy problematic land drainage

### Right to Compensation for Improvements

#### What is the right to compensation for improvements?

Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation from their landlord for improvements which they have made to their home on or after 30 September 2002. For a tenant to qualify for this compensation:

- the landlord must have approved the improvement; and
- the tenancy must have ended.

A tenant can apply for compensation when they know that their tenancy is coming to an end. They should let their landlord know about this as early as possible.

If a tenant was a secure tenant and had carried out improvement to their home before 30 September 2002, they will continue to have rights to compensation but under the old scheme and this will need to be considered separately.

#### Who gets compensation?

Scottish secure tenants and short Scottish secure tenants may be able to get compensation for any approved improvements to their house or flat.

If the tenancy has ended because the tenant has died, or in other special circumstances, compensation can still be claimed. If a tenant has succeeded to the tenancy, any entitlement to compensation will need to be discussed and clarified by the landlord.

Tenants will not receive compensation if they buy their house or flat under the Right to Buy scheme. And they will not receive compensation if their home is being repossessed by the landlord or if they have been given a new tenancy for their existing home with the same landlord.

#### Is permission needed to make improvements?

Tenants must get written permission from their landlord before they make any improvements. If the landlord refuses permission, the tenant has the right to appeal to the Sheriff Court. But compensation can only be paid if the landlord has agreed to the improvements.

## **What type of improvements can tenants get compensation for?**

Tenants can get compensation for certain improvements which were started on or after 30 September 2002. These include installing, replacing or fitting:

- a bath or shower;
- cavity wall insulation;
- sound insulation;
- double glazing, replacing external windows or fitting secondary glazing;
- draught-proofing external doors or windows;
- pipes, water tanks or cylinders;
- a kitchen sink;
- loft insulation;
- rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors);
- security measures other than burglar alarms;
- space or water heating;
- storage cupboards in a bathroom or kitchen;
- thermostatic radiator valves;
- a wash-hand basin;
- a toilet;
- a work surface for preparing food; and
- mechanical ventilation in bathrooms and kitchens.

Decorating the inside of the property does not qualify for compensation.

## **How do tenants get compensation?**

Tenants must make a claim in writing to their landlord within the period starting 28 days before and ending 21 days after their tenancy comes to an end. If in doubt, tenants should ask their landlord how to claim.

The landlord needs to know:

- the tenant's name and address;
- what improvements they have made;
- how much each improvement cost; and
- the date the improvements were started and finished.

The landlord will want to inspect the improvements.

## **How much can they get?**

Tenants can receive up to £4,000 for each improvement. But they will not receive any compensation for an improvement if the amount of compensation would be less than £100.

## **How do landlords work out compensation?**

The landlord will start with the cost of the improvements and may ask the tenant to provide proof of the amount that they have spent. Tenants should keep a copy of bills in a safe place and may want to send copies to their landlord when the work has been done.

If a tenant has had financial help such as a grant to help make their improvements, the landlord will take the amount of this grant from the cost of the improvements.

The value of any improvement falls as the improvement gets older and as the tenant gets use of it. The compensation paid will take the age of the improvement into account.

The landlord may also reduce the compensation if they believe that the tenant paid too much for the improvement or if the quality is higher than it would have been if the landlord had done it.

The landlord may also increase or reduce the compensation depending upon the condition of the improvement when the tenancy ends.

The landlord can also take any money that the tenant owes from the compensation that they are entitled to (for example, for unpaid rent).

## **What can tenants claim compensation for?**

Tenants can claim compensation for:

- the cost of materials (but not appliances such as cookers or fridges); and
- labour costs (but not a tenant's own labour).

The tenant will need to give the landlord an invoice to show how much the improvements cost. If the tenant has not got an invoice, they should tell the landlord straight away and give a rough idea of the total cost.

## **What if a tenant doesn't agree with the landlord's decision on a claim?**

Tenants can ask the landlord to reconsider their decision within 28 days of receiving it. The decision must be reviewed by an independent valuer or surveyor of the landlord's choice, or any members, committee members or board members who were not involved in making the original decision.