



Tenants Alterations and Improvements Policy

Version:	1
Issue Date:	9th June 2015
Review Date:	June 2019
Author:	T Nash
Authorised:	Board

1. Policy Aims and Objectives

- 1.1 The aim of this policy is to establish the application and approval process for tenants wishing to carry out alterations or improvements to their homes at their own expense.
- 1.2 This policy further identifies the procedure followed where it is discovered that alterations have been carried out at properties without the knowledge and express written approval of Lyng Community Association.
- 1.3 The objective of this policy is to ensure that the Associations properties are well maintained and all alterations / improvements are carried out safely, legally and to a high quality whilst making provision for tenants to make changes to their hoes according to their needs.

2. Definitions

2.1 The definition of an 'alteration' is where a tenant:

- changes, removes or replaces any of the existing fabric of the building, its grounds or boundaries;
- replaces an Association fixture or fitting with one of their own which is of similar quality or standard as the original, e.g. kitchen units or internal doors;
- permanently removes an existing Association fixture or fitting.

2.2 An 'improvement' is where the tenant: -

- replaces an Association fixture or fitting with one of their own which is clearly of a higher standard or quality;
- installs an item where there is none at present, e.g. a new shower;
- extends the floor area of the property in any way, e.g. by adding a conservatory or a porch.

3. Information

- 3.1 The Association will ensure that it publishes and makes readily available clear, comprehensive information about its procedures for applying for permission to carry out an alteration or improvement, and about the standards and conditions relating to specific categories of work.
- 3.2 In accordance with the Associations Equality and Diversity Policy this policy will be made available in alternative formats and other languages upon request.

4. Applying for Permission

- 4.1 Tenants are made aware that they must apply in writing to the Association for permission to carry out any and all alterations or improvements. This information is included in the tenant handbook and reiterated verbally during the sign up process.
- 4.2 The Association will reply in writing to a request within 14 calendar days of receiving it, or, if the request is complicated and requires additional time to assess, the Association will send an interim reply within the 14 day period.

5. Granting Permission

- 5.1 Written permission for alterations and improvements will normally be granted subject to the following conditions:
- The Association is in receipt of a written request for permission detailing the works to be carried out, where in the property and by whom.
 - Where either Planning Consent or any other statutory approvals are required, the tenant will be responsible for obtaining these and for providing the Association with the original copies before any work is carried out.
 - Where required, the tenant must provide the Association with the original copy of the Completion Certificate after the work has been inspected and approved by a member of the local Council's Building Control staff.
 - Where work on gas and/or electricity supplies is involved, the originals of the safety inspection certificates issued on completion of the work will be provided to us.
 - The work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by the Association.
 - Any damage caused to other parts of the property during or as a result of the work will be made good at the tenant's expense.
 - The alteration or improvement will be regularly maintained to a high standard by the tenant and will not result in unreasonable additional maintenance expenditure by the Association.
 - The Association reserves the right to require the tenant to reinstate the property to its original condition at any time during the remainder of their tenancy, if the terms and conditions of the original permission are not being complied with.
 - The tenant may be required by the Association to reinstate the property to its original condition when they terminate their tenancy, unless the Association agrees that the alteration or improvement should remain.
- 5.2 Depending on the type of work proposed, additional conditions or restrictions may be applied to ensure that the works are carried out to the required

standard and / or to limit the environmental impact on adjacent properties or areas.

6. Refusing Permission

6.1 The Association will refuse permission for an alteration or improvement where:

- the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property **and/or**
- the proposal will breach planning and/or building regulations, **and/or**
- the likely environmental impact of the proposal is considered to be detrimental to the surrounding area.

6.2 Where permission is refused the tenant may submit revised proposals for consideration.

6.3 The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to the Association's permission.

6.4 Appeals will be considered by the Board or a specially convened Sub-Committee on their behalf, depending on the timing of the appeal.

7. Compensation For Improvements

7.1 Where appropriate, the Association will comply with the requirement to make payment of compensation for improvements that qualify and where the Association has agreed that the improvement may be left at the end of the tenancy.

7.2 The amount of compensation to be paid will be calculated in accordance with current statutory guidance.

7.3 For further details refer to the Compensation for Tenant Improvements Policy.

8. Failure to Apply for Permission or Failure to Meet Standards

8.1 Any tenant who does not apply for the Association's permission before carrying out an alteration or improvement will have to do so retrospectively, once it becomes known that the work has been carried out.

8.2 The exception to this general rule will be where it is recognised at the time staff become aware of the work that permission will not be granted, e.g. because of one of the reasons listed in section 5. In such cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to the Associations standards and specifications and using appropriately qualified contractors.

Tenant

- 8.3 A tenant who has been refused permission but who proceeds to carry out the work regardless will have to reinstate the property to its original condition as specified above.
- 8.4 A tenant who has been granted written permission but whose work does not meet the Association's standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original conditions as specified in para 8.2.
- 8.5 In each of the cases in paras. 8.1 – 8.4 the Association will grant the tenant a reasonable time within which to comply with its instructions. Failure to do so will result in the Association arranging for any work required to be carried out, with the tenant being liable for all the costs the Association incurs.

6.5 In serious cases where the Association believes the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk the Association will arrange as a matter of urgency for appropriate contractors to carry out any work required. The tenant will be liable for all the costs the Association incurs.

6.6 Where necessary the Association will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that the Association has issued the required warnings to the tenant before legal action is implemented.

7.0 IMPLEMENTATION AND REVIEW

7.1 The Maintenance Officer is responsible for ensuring that this policy and the procedures that support it are implemented as required by staff.

7.2 The General Manager will ensure that the Board reviews this policy at least every three years.

1.2 This policy is supported by the following policy
"Compensation for Tenants Improvements "