

ALTERATIONS AND IMPROVEMENTS POLICY

NOVEMBER 2025



LANARKSHIRE
HOUSING ASSOCIATION LTD



LANARKSHIRE
HOUSING ASSOCIATION LTD

191 Brandon Street
Motherwell ML1 1RS
Tel: (01698) 269119
Fax: (01698) 275202

ALTERATIONS AND IMPROVEMENTS POLICY

(*Note Lanarkshire Housing Association hereinafter referred to as LHA)

1.0 PURPOSE

- 1.1 The principal aim of this policy is to support tenants' rights to carry out alterations and improvements to their dwellings, whilst also ensuring that LHA's housing stock is preserved in a good state of repair.

2.0 COMPLIANCE WITH REGULATORY STANDARDS

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

3.0 DEFINITIONS

- 3.1 An 'alteration' is where a tenant wishes to:

- Alter or remove the existing fabric of the property or any part of the outside of their home or garden area.
- Replace a fixture or fitting with one of a similar quality.

- 3.2 An 'improvement' is where a tenant wishes to:

- Alter or replace a fixture or fitting with one that is of a higher quality.
- Install an item where there is none at present.

4.0 EXPECTED OUTCOMES

4.1 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; and
- Reviewing policies, procedures and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation.

5.0 INFORMING AND INVOLVING STAKEHOLDERS

5.1 We will promote our Alterations and Improvements Policy through our newsletter, website and tenant handbook.

5.2 LHA's Tenancy Agreement (Section 5.20) and Tenants Handbook outline that tenants should apply for its consent prior to carrying out any alterations or improvements.

5.3 LHA will ensure that it makes clear and comprehensive additional information readily available to tenants about this policy within an Information Leaflet (**Appendix 1**).

6.0 LEGISLATION AND BEST PRACTICE

6.1 We will comply with all relevant legislation and associated regulations, including:

- Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001.
- Scottish Secure Tenancy Agreement

7.0 GENERAL PRINCIPLES

7.1 Permitted Alterations

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

Appendix 2 sets out the types of alteration that LHA may permit along with the conditions that would require to be complied with.

Appendix 3 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, LHA will apply a test of reasonableness based upon the relevant circumstances of the case.

7.2 Granting in principle permission

If permission is granted in principle, LHA 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 4**).

7.7 Tenants who do not Apply

A tenant who does not apply for the Association's consent before carrying out an alteration or improvement will normally be required to do so retrospectively, once it becomes known that the work has been carried out.

Where it is found that alterations or improvements have been carried out without LHA's consent, the Association reserves the right; at any time during the remainder of the tenancy; to require the tenant to undo the work and reinstate the property to its original condition. This will be required within a specified timescale, at the tenant's own expense, and if it is not done LHA will take the necessary steps to arrange and complete the works, with the tenant liable for all costs incurred.

8.0 COMPLAINTS

LHA values complaints and we endeavour to use the learning from complaints to help us improve our services.

Any complaint arising from our implementation of this policy, will be addressed through our complaints handling process. A copy of our Complaints Policy is available on our website: <https://lanarkshireha.com/>

9.0 REVIEW

LHA undertakes to review this policy regularly, at least every three years, with regards to:

- Applicable legislation, rules, regulations, and guidance;
- Changes in the organisation;
- Continued best practice.

INFORMATION FOR TENANTS ON ALTERATIONS & IMPROVEMENTS

We understand that you will wish to make the house your home and we are happy to allow various alterations and improvements, providing they are carried out safely and with no adverse effect. The following information will hopefully answer any questions you may have.

WHAT DO YOU MEAN BY AN ALTERATION OR IMPROVEMENT?

This is any work you wish to undertake in the house, other than simple internal decoration using wallpaper and paint. Examples might include:

Internal

- Installation of an over bath shower
- Replacement of fixtures or fittings such as kitchen units or internal doors
- Tiling floors or walls
- Fitting laminate flooring

External

- Fitting of a security alarm/CCTV/external tap
- Laying garden slabs

If you are unsure about any work and it is not on this list, please contact our Maintenance Section for advice.

WHAT DO I HAVE TO DO BEFORE STARTING WORK?

It is a condition of your tenancy that you must apply for and receive our written consent **before** starting any work, by completing our specific application form and forwarding it to our Maintenance Section.

WHAT INFORMATION DO I NEED TO PROVIDE WITH MY APPLICATION?

This will depend on what you are planning to do, but generally we need full details of the work. For significant work we may also need a technical specification, scale plans, statutory consents and details of who will be carrying it out.

DO I NEED TO CONTACT ANYONE ELSE?

This will again depend on the type of work and you may need to apply for statutory consents such as Planning Consent or Building Warrant before starting. You are responsible for checking if these permissions are required and if they are, you must apply to the Council and pay any associated fees.

When you apply for **our** permission, you will have to tell us if any statutory consents are required and if so, whether you have already applied for and received them. We will then need to see the consent before we agree to the work starting.

WHAT HAPPENS AFTER I SEND IN MY APPLICATION FORM?

We will consider your proposal and if needed, contact you to obtain additional information or clarify any issues. Where you have applied to us using the specific application form, we will acknowledge receipt within 5 working days and if the proposed work is acceptable, will normally grant permission within 28 days. If the proposal is complex or you have not provided sufficient information, we may take longer but will keep you advised.

WILL YOU ATTACH ANY CONDITIONS TO THE APPROVAL?

For some types of work we will need to set conditions. For example, works require to be undertaken by qualified or registered trades. You must use a Gas Safe registered contractor if you wish to install gas appliances and any electrical work needs to be carried out by qualified electricians. Once finished, these contractors must give you signed safety certificates covering the work they have done and you will need to let us see these.

A further condition is that you will be responsible for any damage caused as a result of the work and you will need to properly maintain the alteration or improvement for the duration of your tenancy, as it must not result in us incurring any unreasonable additional maintenance cost.

It should also be noted that in the event of us requiring to carry out an essential repair, it may not be possible to match up finishes in laminate flooring or tiling where the product can no longer be obtained.

Following issue of your approval, we will confirm any specific conditions in writing, however, works must be completed within 3 months from the date of the approval or it will be cancelled and a new application required. You should therefore let us know if you are experiencing difficulties and we will consider extending the timescale.

WHAT HAPPENS ONCE THE WORK IS COMPLETED?

You need to tell us when works are completed, so that we can carry out an inspection. Although we do not accept any liability for the works: if we find it to be unsatisfactory, we will provide you with written details of what requires to be done, within a specified timescale.

Where any statutory consent is required, you must also provide us with the original copy of the Completion Certificates **after** the work has been inspected and approved by the Local Authority.

COMPENSATION FOR IMPROVEMENTS

You may be entitled to compensation for improvements after your tenancy has ended, where our consent was previously obtained and it has been agreed that the improvement may be left. The level of compensation will be calculated in accordance with statutory provisions as outlined in our Compensation Policy.

REFUSING CONSENT

Where permission is refused, we will advise you in writing of the reason and let you know if there is any scope for submitting revised proposals for our consideration.

If you are unhappy with a refusal decision or any conditions attached to the consent, you have the right to challenge it by referring the matter to our Complaints Handling Procedure. If our decision is still upheld, you have a further right to raise proceedings in the Sheriff Court.

Examples of works where we will normally **refuse** consent include:

- Erection of a satellite dish where a communal dish already exists
- Removal of level access or wet floor shower in bathrooms
- Relocation of radiators
- Alterations to partition walls or loft spaces

WHAT IF I DID NOT ASK FOR YOUR PERMISSION BEFORE CARRYING OUT WORK?

It is important that you request our permission first, as otherwise we may need to ask you to undo the work and reinstate the property to its original condition or we may do this ourselves and charge you for the cost. In certain circumstances we may allow you to make a retrospective application, but you will require to meet any conditions we set and consent could still be refused. To avoid any potential problem, it is much easier to seek our consent in advance.

We hope you have found this information helpful, however, if you need any further advice, please contact our Maintenance Section.

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.
Laminate or wooden flooring	Only permitted in houses, bungalows and ground floor flats. The Association will not be liable for any damage or requirement to uplift to allow repair/major repairs works
Shed	Must be erected on solid concrete or slabbed base. Must consist of Timber and be no larger than 8x4x6ft (LxWxH). And must be a minimum of 3m from any existing dwelling.
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.

Alteration	Conditions that must be complied with
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.
Dog kennels	Maximum size of 1m wide x 1.2m long x 1.2m high.
Satellite dish	When attached to purpose erected pole in garden.
Key safe / door entry system / temporary ramp / stair lift	Where requested by Social Work Department for households with particular needs.
Tiled floors	Houses, bungalows and ground floor flats. Except where the property is still under a defects liability period.
Tiled walls	Except where the property is still under a defects liability period.
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 or carports
- Removal of grassed areas or garden ground to lay stones, unless part of agreed measure to remedy problematic land drainage
- Wood burning appliances

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.

Lanarkshire Housing Association Limited Equality Impact Assessment Tool

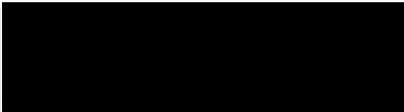
Name of the policy / proposal to be assessed	Alterations and Improvements Policy	Is this a new policy / proposal or a revision?	Policy Revision
Person(s) responsible for the assessment	Property Services Director		
1. Briefly describe the aims, objectives and purpose of the policy / proposal	The principal aim of this policy is to support tenants' rights to carry out alterations and improvements to their dwellings, whilst also ensuring that LHA's housing stock is preserved in a good state of repair.		
2. Who is intended to benefit from the policy / proposal? <i>(e.g. applicants, tenants, staff, contractors)</i>	Tenants, prospective tenants, committee, staff and contractors)		
3. What outcomes are wanted from this policy / proposal ? <i>(e.g. the benefits to customers)</i>	<ul style="list-style-type: none"> • 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; and • Reviewing policies, procedures and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation. 		

4. Which **protected characteristics** could be **affected** by the proposal? (*tick all that apply*)

- Age
 Disability
 Marriage & Civil Partnership
 Pregnancy/Maternity
 Race
 Religion or Belief
 Sex
 Gender Reassignment
 Sexual Orientation

5. If the policy / proposal is not relevant to any of the **protected characteristics** listed in part 4, state why and end the process here.

	Positive impact(s)	Negative impact(s)
<p>6. Describe the likely positive or negative impact(s) the policy / proposal could have on the groups identified in part 4</p>	<p>Allows these groups to undertake set / permitted alterations that may enable to stay in their homes longer (if they do not qualify for a medical adaptation).</p>	
<p>7. What actions are required to address the impacts arising from this assessment? (<i>This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts</i>).</p>	<p>Monitor the revision of the policy to ensure alterations are carried out in line with policy and procedures.</p> <p>Arrangements require to be in place e.g if we need to translate documents (we are already members of Happy to Translate)</p>	

Signed:  (Job title): Property Services Director

Date the Equality Impact Assessment was completed: 28 October 2025

Please attach the completed document as an appendix to your policy / proposal report