

POLICY ON TENANT ALTERATIONS & IMPROVEMENTS

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LANARKSHIRE
HOUSING ASSOCIATION LTD



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POLICY ON TENANT ALTERATIONS AND IMPROVEMENTS

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

1.0 INTRODUCTION AND AIMS OF THE POLICY

- 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.
- 1.2 The policy outlines how LHA will respond to tenants' requests to carry out alterations and improvements to their property at their own expense and how it will deal with situations where it is discovered that unauthorised alterations and improvements have been carried out.

2.0 DEFINITIONS

- 2.1 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
- 2.2 An 'improvement' is where a tenant wishes to:
 - Alter or replace a fixture or fitting with one that, in LHA's opinion, is of a higher quality
 - Install an item where there is none at present

3.0 PROVIDING INFORMATION TO TENANTS

- 3.1 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.
- 3.2 LHA will ensure that it makes clear and comprehensive additional information readily available to tenants about this policy within an Information Leaflet (**Appendix 1**).

4.0 APPLYING FOR PERMISSION

- 4.1 Written applications should be made on LHA's application form for proposed alterations and improvements (**Appendix 2**) and submitted to the Property Services Department.
- 4.2 Receipt will be acknowledged within 5 working days and decisions will be provided in writing within 28 days. If insufficient information has been provided or the request is complex and the timeframe cannot be met, the Association will write to the tenant within the 28-day period, advising of the reason for the delay and providing an anticipated timescale.

5.0 INFORMATION TO BE PROVIDED WITH THE APPLICATION

This will depend on the type of work proposed, but generally full details of the works, a technical specification, scale plans (where appropriate), information on statutory consents and the party who will be carrying out the works should be included with the completed application form. If LHA considers that there is insufficient information, it will write to the tenant requesting this within a specific timescale.

6.0 GRANTING PERMISSION

Where a tenant has applied to LHA using the appropriate application form, LHA will normally only grant permission to carry out an alteration or improvement, subject to the following conditions:

- 6.1 Works comply with the appropriate British Standard and are undertaken by qualified or registered trades.
- 6.2 Works shall not present any risks to Health and Safety.
- 6.3 All gas works to be carried out by Gas Safe registered contractors with the original safety certificate provided to LHA's satisfaction.
- 6.4 All electrical works to be carried out by NICEIC registered contractors, with the original safety certificate provided to LHA's satisfaction.
- 6.5 It is the tenant's responsibility to check and advise LHA whether Planning Consent, Building Warrant or any other statutory approval is required.
- 6.6 Where any statutory consents are required, the tenant will be responsible for making the application and paying all associated fees. The original Local Authority consent document must be produced prior to LHA agreeing to the work.
- 6.7 No work should commence until LHA has provided the tenant with written consent to the proposed alteration or improvement.
- 6.8 Where any statutory approval is required, the tenant will provide LHA with the original copy of any Completion Certificate after the work has been inspected and approved by the appropriate Local Authority.
- 6.9 Any damage considered by LHA to be caused to other parts of the property or external area, during or as a result of the work, will be made good at the expense of the tenant.
- 6.10 The alteration or improvement will be regularly maintained to a high standard by the tenant and must not result in any unreasonable additional maintenance expenditure by the Association.
- 6.11 The alteration/improvement must be completed within 3 months of the date permission was granted. If no work is carried out within this period, then the approval will automatically be cancelled, and a fresh application required. However, the 3-month period may be extended, on request, where tenants are experiencing difficulties in completing the work.

7.0 ON COMPLETION OF WORKS

Tenants will be required to notify LHA once the alteration or improvement has been completed, in order that LHA can inspect the works and satisfy itself that they have been carried out satisfactorily. If not, LHA will provide the tenant with full written details of what works require to be done, within a specified timescale. However, LHA accepts no liability for any works instructed by the tenant.

8.0 COMPENSATION FOR IMPROVEMENTS

LHA will comply with the Housing (Scotland) Act 2001 in relation to tenants' rights to compensation for improvements, where consent was previously obtained, and it has been agreed that the improvement may be left at the end of the tenancy. The level of compensation will be calculated in accordance with current statutory guidance and LHA's Compensation Policy.

9.0 REFUSING CONSENT

9.1 Although consent will not be unreasonably withheld, permission will not be granted for an alteration or improvement where:

- The proposed works are considered by LHA to be detrimental to the structure or long-term maintenance of the property or surrounding environment
- The proposal will breach any statutory obligation
- Any proposed work is considered, by LHA, as likely to hinder the future letting of the property

9.2 Where permission is refused, the Association will advise the tenant in writing and outline if there is any scope for submitting revised proposals for consideration.

9.3 Any tenant who is unhappy with a refusal decision or imposition of conditions, should be advised that they have the right to challenge it by referring the matter to LHA's Complaints Handling Procedure.

9.4 If the matter is dealt with through LHA's Complaints Handling Procedure and the refusal or imposition of conditions is still upheld, Schedule 5 of the Housing (Scotland) Act 2001 gives tenants a further right to raise proceedings in the Sheriff Court.

10.0 TENANTS WHO DO NOT APPLY, OR FAIL TO MEET THE SPECIFIED TERMS AND CONDITIONS OF THE CONSENT GRANTED

10.1 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.

10.2 Where it is found that alterations or improvements have been carried out without LHA's consent or that the terms and conditions of the permission have not been complied with, LHA 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.

11.0 IMPLEMENTATION AND REVIEW

This policy will be implemented by Property services staff and reviewed every 3 years.

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 Property Services Department 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 Property Services Department.

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 Property Services Department.



LANARKSHIRE HOUSING ASSOCIATION

APPLICATION FOR ALTERATIONS & IMPROVEMENTS

Please refer to the Information for Tenants on Alterations & Improvements prior to completion of this form and contact our Property Services Department if you require any further advice

PART A - APPLICATION

1. Your Full Name:

2. Address of property where alteration/improvement is to be carried out:

3. Daytime Tel. No:

4. Please provide full details of the works you wish to seek permission for:

(Please continue on a separate sheet of paper if required)

5. Please include **plans and specifications** (where appropriate)

Are plans or specifications attached?

YES

NO

6. Is planning permission (including additional constraints in Conservation Areas) or building warrant required for the proposed work?

YES

NO

7. If the answer to 6. above is yes, please state what approval(s) is/are required:

8. Have you applied for and received the consent(s) detailed in 7. above?

YES NO

IF YES, TICK IF ENCLOSED

9. Please state the name and address of the company/companies who will carry out the works:

(Note that all gas works must be carried out by Gas Safe registered contractors and electrical works by NICEIC registered contractors, with original safety certificates provided to the Association's satisfaction on completion)

PART B - CONSULTATION WITH NEIGHBOURS

10. Where the proposed works affect your neighbour(s) (eg you are applying to erect a dividing fence) you must obtain agreement from the tenant/joint tenant/owner affected. Confirmation of consent from the affected party must be given below:

PLEASE PRINT

Name _____

Address _____

TO BE COMPLETED BY THE AFFECTED PARTY

I confirm that I have no objections to the works outlined in Section 4 and 5.

Print Name _____

Signature _____

Date _____

PLEASE PRINT

Name _____

Address _____

TO BE COMPLETED BY THE AFFECTED PARTY

I confirm that I have no objections to the works outlined in Section 4 and 5.

Print Name _____

Signature _____

Date _____

PLEASE PRINT	TO BE COMPLETED BY THE AFFECTED PARTY
Name _____	I confirm that I have no objections to the works outlined in Section 4 and 5.
Address _____	Print Name _____
_____	Signature _____
_____	Date _____

PART C : REMOVAL OF ALTERATION ON TERMINATION OF TENANCY

11. Do you intend to remove the alteration or improvement on the termination of your tenancy?

YES NO

If you have answered 'Yes', please complete and sign the following statement.

I confirm that when I terminate my tenancy I will reinstate the property to its original condition. This will be done to the satisfaction of the Association and I will be responsible for making good any damage that occurs to the property in doing so.

Signature _____ Date _____

Signature _____ Date _____ (where joint tenancy)

If you answered 'NO' see section 12. below

PART D : RIGHT TO COMPENSATION FOR IMPROVEMENTS

12. If you receive permission for improvement works and you intend to leave this, you may be eligible for compensation when your tenancy comes to an end.

To qualify, you will require to provide the following information:

- ◆ What date was the work completed? _____
- ◆ What was the cost of works? _____

Please provide the relevant invoices TICK IF ATTACHED

(You must claim this compensation between 28 days before and 21 days after your tenancy comes to an end.)

PART E - DECLARATION

13. I confirm the following:

- I have read and will comply with the terms outlined in the **Information for Tenants on Alterations & Improvements leaflet** and will not start any works until I have received written consent from the Association
- All work will be carried out by a competent contractor and any gas or electrical works will be carried out by registered contractors with safety certificates provided on completion, to the Association's satisfaction.

Please tick to confirm

I declare that the information given on this form is correct.

Signature _____ Date _____

Signature _____ Date _____ (where joint tenancy)

Please return your completed form to:
Lanarkshire Housing Association 191 Brandon Street, Motherwell ML1 1RS
 Email address enquiries@lanarkshireha.com ☎ 01698 269119

OFFICIAL USE ONLY

Date application received:	
Date acknowledgement sent (to be within 5 working days):	
Date of pre-alteration inspection or state if not required:	
Is any statutory consent required and state which:	
If so, has evidence been provided that the required statutory consent was granted:	
Is LHA consenting to the proposed work:	YES/NO Delete as appropriate
Date approval letter issued to tenant:	
Are there any conditions attached to LHA's consent and if so state which:	

Date of post inspection or state if not required:	
Were works completed within 3 months:	<p style="text-align: center;">YES/NO Delete as appropriate</p>
<p>If no works carried out within 3 months consent lapses, unless an extension has been granted. Is any action required?</p>	<p style="text-align: center;">YES/NO Delete as appropriate</p> <p>If yes state what actions are required</p> <p>_____</p> <p>_____</p>
<p>If statutory consents were obtained, was a completion certificate provided by the council and presented to the Association:</p>	
<p>Were all LHA's consent conditions met satisfactorily:</p>	
<p>If gas or electric works were carried out, were satisfactory safety certificates provided:</p>	<p style="text-align: center;">YES/NO Delete as appropriate</p>
<p>Date case closed following work confirmed as satisfactory and all conditions met:</p>	
<p>Date of rejection letter (to advise of options outlined in policy):</p>	
<p>Is this alteration eligible for compensation: YES <input type="checkbox"/> NO <input type="checkbox"/></p>	
<p>If yes, has evidence of costs been provided: YES <input type="checkbox"/> NO <input type="checkbox"/></p>	
<p>Cost of Improvement works: _____</p> <p>(Note the actual reimbursement due will depend on the length of time since installation, in accordance with statutory guidance)</p>	
<p>Form completed by Senior Manager: _____</p> <p>Position: _____</p> <p>Signature _____ Date _____</p>	

NOTES

Lanarkshire Housing Association Limited processes personal data to assist in its legitimate aims and those of certain third parties. The Association's principal aims are to provide, manage and maintain social housing and low cost home ownership. Secondary aims will include property management services for owner occupiers and commercial leaseholders, and associated functions will include administering enquiries and complaints, the prevention and detection of fraud or other criminal acts and the recovery of debts.

This information may be disclosed to other bodies in certain circumstances. For example, there may be disclosures to contractors (to attend a property), to the police (to assist in their investigations), to the Local Authority (to assist them in the administration of housing benefit/council tax) or to the Scottish Housing Regulator (for purposes of inspection and regulation).

Further details can be found by consulting the Scottish Information Commissioner's website (www.itspublicknowledge.info).

By providing us with this information you automatically give your consent for the purposes specified.

