

# Alterations & Improvements Policy

Customer Focus

Respect

Communication

Integrity



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## **1.0 Introduction**

- 1.1 This policy describes the Association's arrangements for responding to requests from tenants to carry out alterations or improvements to their property at their own expense, and for managing situations where it is discovered that unauthorised alterations or improvements have been carried out.

## **2.0 General Aims of the Policy**

- 2.1 This policy focuses on the procedures, including application and consent requirements to assist tenants who wish to carry out alterations and improvements which are in general not deemed to be the responsibility of Cloch Housing Association as the Landlord.
- 2.2 The Association's policy will comply with the Housing (Scotland) Act 2001, and The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

## **3.0 Definitions**

- 3.1 Alterations and improvements are where a tenant, at their own cost wishes to carry out internal or external works to their home. Examples of an alteration includes:
- the replacement of electrical fittings such as lighting
  - renewal of the kitchen or bathroom
  - erecting a structure such as a shed, or fencing
  - Fixing a satellite to the building
  - Installing laminate or tiled flooring
- 3.2 Medical Adaptations – The term relates to the types of works carried out within and around the home as per a medical assessment (CL1) from the Council's Occupational Therapist or a competent medical practitioner. The types of work are generally:
- Installation of wet floor shower areas
  - Installation of over bath showers
  - Supply and fitting of handrails
  - External ramps.
- 3.3 The cost for these works is currently grant funded by the Scottish Government and carried out by the Association upon receipt of a CL1 as detailed above. This process is detailed separately within or Adaptations Policy.

## **4.0 Applications Requests**

- 4.1 When Cloch receives a request from a tenant for permission to carry out alterations or improvements to their home the Association will provide the tenant with an Alterations/ Improvement form requesting that it is completed and returned. The Association will not refuse permission unreasonably.

- 4.2 Requests can be received in person at the office, by e-mail, telephone, website or portal.
- 4.3 If we do not respond to the request within 28 days, we are taken to have agreed to the request.

## **5.0 Assessment and Decision**

- 5.1 In order to consider the application it may be necessary to request that an inspection is also carried out by the Property Services Officer. In the response the Association will advise the tenant if we agree to the proposed alterations and if so, whether we attach any conditions, these include ensuring the tenant has received any necessary approvals (eg planning permission or building warrant).
- 5.2 If the Association refuses permission, we will inform the tenant in writing, explaining our reasons for refusal. The timescale for responding will be within 28 days of receipt of the written application.
- 5.3 The tenant will have a right to appeal against the refusal or any attached conditions. This will be dealt with through our complaints handling procedure.

## **6.0 Consent**

- 6.1 The Association must be satisfied that any proposed works will not adversely affect the property, neighbouring properties or tenants.
- 6.2 Any proposed works must meet all relevant standards in respect of materials, workmanship, and safety. Furthermore, the manufacturers' recommendations for installation and maintenance must be complied with and the work carried out by a competent person. Where applicable, as with gas for example, this will be by a recognised professional having membership of a relevant body, e.g. GAS SAFE.
- 6.3 All proposed works must comply with legislation and any standards relevant to the Association e.g. SHQS, EESSH, CDM 2015.
- 6.4 The completed works must not detract from the future letting potential of the property.
- 6.5 Approval to an application will be provided in writing, the Association will also inform the tenant whether the Right to Compensation for Improvements will apply and provide details of the scheme.
- 6.6 Tenants will be advised that they will be responsible for all ongoing repairs and maintenance costs associated with the alteration/improvement. Where a fixture or fitting installed by the tenant is later removed the tenant may be asked to reinstate the property to its original condition.
- 6.7 In the event that the Association discovers any unauthorised alterations a decision will be made whether to provide written retrospective consent, remove/reinstate the unauthorised works or require that the tenant removes or

reinstates the alteration. Any costs incurred by the Association for the making good of all unauthorised works may be re-charged to the tenant.

- 6.8 All completed works may be subject to a post inspection by a Property Services Officer to ensure compliance with the application and consent granted.

## **7.0 New Developments**

- 7.1 During the first year after handover for a new home, or major improvement to a property, this will be subject to one full years guarantee from the contractor. To ensure that the guarantee is not invalidated restrictions may be placed on the alterations to the property that tenants may wish to carry out.

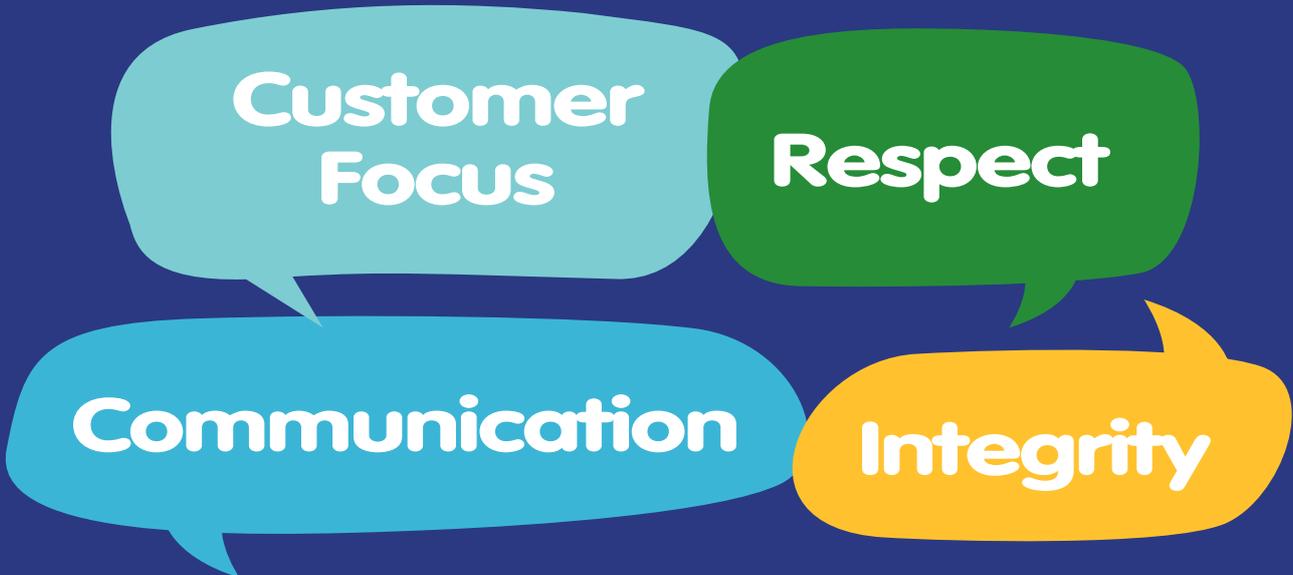
## **8.0 Compensation for Improvements**

- 8.1 Where a tenant has carried out alterations or improvements with permission, they may be entitled to compensation at the end of the tenancy as detailed within the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.
- 8.2 Only installations or replacement of an item listed in Appendix 1 are eligible for compensation. No other requests for compensation for tenant alterations or improvements will be considered by the Association.
- 8.3 The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 applies only to work done from 30/9/2002 onwards. If the works qualify and conditions are met the qualifying person is entitled to compensation when the tenancy ends. The Association has 28 days after its receipt to respond to the claim.
- 8.4 Mandatory Conditions:
- 8.4.1 The tenant must have the written consent of Cloch Housing Association for the improvement/alteration works undertaken
- 8.4.2 Deadline to apply- claims for compensation should be made in writing by the qualifying person within the period starting 28 days before and ending 21 days after the tenancy comes to an end.
- 8.4.3 All claims should be accompanied by receipts, invoices and any other documentation in support of their claim. Claims cannot be made for appliances or a tenants own labour in carrying out work.
- 8.4.4 No payment will be made for an improvement if the amount of compensation would be less than £100.
- 8.4.5 The Association will set off set any compensation payment against any debt owed by the qualifying person.

## Qualifying Improvements

## APPENDIX 1

Improvement	Notional Life (years)
Bath or Shower	12
Wash hand basin	12
Toilet	12
Kitchen Sink	10
Storage cupboard in bathroom or kitchen	10
Work surfaces for food preparation	10
Installation of mechanical ventilation in bathrooms or kitchens	7
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	20
Security measures, excluding burglar alarms systems	15
Sound insulation	20
Space or water heating	12



<b>CLOCH HOUSING ASSOCIATION LTD</b>	
<b>Policy Name</b>	Alterations & Improvements Policy
<b>Policy Category</b>	PS
<b>Policy Number</b>	078
<b>Date Adopted</b>	01/10/1997
<b>This Review</b>	25/02/2020
<b>Next Review</b>	February 2023
<b>Equalities Impact Assessment Required</b>	
<b>Link to other policies</b>	
<b>Consultation</b>	
<b>Need for Procedure</b>	