ALTERATIONS AND IMPROVEMENTS POLICY

POLICY IMPLEMENTATION CHECKLIST	
Policy Guardian:	PAUL MURPHY
Author:	ELAINE HYSLOP
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1.0 INTRODUCTION

The Co-operative fully supports a tenant's right to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenant wishing to make their property a comfortable and pleasant place for them to live for themselves or their families.

However, the Co-operative also recognises that we have a duty to ensure that all our properties are kept in a safe condition and to the highest possible standard. As such, the Co-operative accepts that it has a role in monitoring, approving and inspecting any alterations or improvements made by tenants to the property.

This Policy, therefore, is intended to clearly define our role and the responsibilities of tenants to give both parties guidance on the requirements placed on them.

2.0 AIMS AND OBJECTIVES

2.1 To establish clear policy and procedures for tenants and the Co-operative for granting permission to carry out alterations and improvements to our properties.

2.2 The primary aim of the policy is to ensure that any works carried out by tenants to their home are done so safely and do not constitute a risk to the household, visitors to the property or to other tenants.

2.3 By ensuring that tenants apply for permission prior to carrying out any alterations or improvements to the property, the Co-operative can make sure that any works are carried out to an acceptable standard, meet all safety regulations and requirements and will not present future problems for other tenants or the Co-operative.

2.4 The Alterations and Improvements Policy also sets out the conditions under which compensation will be paid to tenants at the end of their tenancy for the alterations or improvements they have made to their home, and the procedures for calculating any amounts due.

2.5 The Policy is intended to give guidance to staff on implementing the correct procedures and to tenants on the requirements that are placed on them. It also aims to ensure that, as far as possible, all applications to carry out any alterations or improvements are dealt with in a fair, equitable and consistent manner.

3.0 LEGAL REQUIREMENTS AND GOOD PRACTICE

The Housing (Scotland) Act 2001 states that any tenant wishing to make an alteration or improvement to their home must firstly obtain the Co-operative's approval. It further states that such permission must not be unreasonably withheld.

The obligation on tenants to apply for written permission before making any alterations or improvements to the property is re-iterated in Section 5.21 – 5.23 "Alterations and Improvements" and 10.2 " Permissions" of the Scottish Secure Tenancy Agreement.

The Housing (Scotland) Act 2001 and the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 detail the tenants' rights, at the end of their tenancy and under certain circumstances, to reimbursement or compensation for the improvements they have carried out.

The Co-operative also has regard to the Scottish Social Housing Charter as introduced by the 2010 Act and sets out the standards and outcomes that all social landlords are expected to meet in the delivery of their services. This policy takes specific account of Outcome 1 – Equalities "*every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services".*

4.0 DUTIES AND RESPONSIBILITIES

4.1 The Co-operative's Responsibility

We have a duty to ensure that all our properties are maintained in a safe and acceptable condition and, as such, have a responsibility to oversee any alterations, works and/or improvements made in the house by tenants. All applications will be treated in a consistent and fair manner.

4.2 The Tenant's Responsibility

Tenants must apply to the landlord for permission to carry out any works, other than interior decoration, to the property and written permission must be received from the Co-operative before any work is started.

Tenants must also inform the Co-operative once the works are completed and allow access for an inspection of the works.

It is the responsibility of applicants to apply for all statutory approvals such as Building Warrants, Planning Consent etc. and they must provide copies of all relevant documentation to the Co-operative both prior to carrying out the works and on completion.

5.0 ALTERATIONS AND IMPROVEMENTS PROCEDURE

5.1 In accordance with the Housing (Scotland) Act 2001, tenants must not proceed with any alteration or improvement works to the property until permission has been granted in writing by the Co-operative.

A tenant requesting to carry out an alterations or improvements (other than interior decoration) must be sent an information leaflet and an Application for Alterations and Improvements form which they are required to complete and return to the Co-operative (Appendix 1 & 2);

5.2 All applications received will be acknowledged within 3 working days and the tenant will be reminded not to start any works until they have received written permission from the Co-operative (Appendix 3);

5.3 A pre-inspection will be required before any work proceed by the Maintenance Assistant/Officer to fully discuss the proposed alterations request and what, if any, conditions will be applied. However, it must be emphasised that no work should commence until permission is granted in writing which will clearly detail any conditions.

5.4 The Co-operative must respond in writing within 28 days of receipt of a correctly completed application form of whether they can proceed or not.

This timescale may be delayed where, for example, further information is required, access for relevant inspections has not been provided or the matter requires to be referred for further consideration. In such instances, the applicant will be advised of the delay in writing and will be given a target date for a written decision.

If we do not respond within this time period it will be deemed that permission has been granted. This is in accordance with the Housing (Scotland) Act 2001) (Appendix 3).

5.5 A post inspection is required upon completion of the works to ensure the work has been carried out to a standard acceptable to the Co-operative.

5.6 If the work is not carried out to the standard required, the tenant will have to bring the job up to the required standard or remove the work and reinstate the property to its original condition at their own cost and be given a specified timescale to do this.

5.7 If an application to carry out an alteration or improvement is refused the reasons for refusal will be given in writing and the tenant advised of their right of appeal.

5.8 Upon completion of the works the Maintenance Assistant/Officer will log the details of the completed alteration/improvement on the maintenance database and on SharePoint.

6.0 GRANTING PERMISSION

Permission will normally be granted subject to the following conditions:-

- The Co-operative is satisfied any proposed alterations or improvements will meet relevant standards, legislation, safety requirements. In addition, the quality of materials and workmanship must be to a high standard (although the Co-operative will accept no responsibility for supervising the work).
- The Co-operative shall not incur any increased maintenance costs resulting from the improvements.
- The work will not detract from the future letting of the property.
- Appropriate Building Warrants, Planning Consent etc. have been received.

- The tenant agrees at the Co-operative's discretion to re-instate the property to its original condition should their tenancy be terminated. If the tenant fails to carry out the re-instatement the Co-operative may have the appropriate works carried out and seek reimbursement of any costs incurred from the tenant.

- Replacement parts and ongoing maintenance resulting from the alterations is at the tenant's own expense.

- Should the Co-operative identify during the inspection that the alterations are not meeting the required standards the tenant must have the necessary remedial carried out to the satisfaction of the Co-operative at their own costs.

- If works are carried out to electrical services the tenant agrees to obtain an electrical safety test certificate for submission to the Co-operative.

- If works are carried out on gas services the tenant agrees to obtain a gas safety inspection certificate for submission to the Co-operative and that the works are carried out by a registered Gas Safety Engineer.

- Should any nuisance to neighbours be deemed to be caused or exacerbated by any alterations or improvements carried out, e.g. the installation of laminate flooring, the tenant may subsequently need to remove it.

- In certain circumstances the Co-operative may agree to outgoing tenants assigning responsibility for alterations they have carried out to incoming tenant by mutual agreement. The incoming tenant shall then be responsible for the alterations as detailed within this Policy.

- The Co-operative will also advise of any conditions or standards that must be observed and of any safety checks and certificates that must be provided once the works are complete. The applicant will be advised that failure to adhere to these conditions may result in the Co-operative withdrawing its consent to the works being carried out.

7.0 REFUSING PERMISSION

In considering applications to carry out improvements and alterations, the Co-operative will not unreasonably withhold consent. In general, permission will only be refused on grounds that take into account:-

- The safety of the occupiers and visitors to the house and other adjacent premises.
- Any resulting expenditure for the Co-operative.
- Any effect on the value of the house, the future rental value or the property's suitability for future letting.
- Unreasonably onerous future maintenance responsibilities for the Co-operative.
- Any effect on the general aesthetics and look of the building and surrounding area.
- Any effect of the work on the amount of accommodation space provided (e.g. reducing a 4 apartment to a 3 apartment by making two bedrooms into one) and on the future use of the property.
- Any likely inconvenience to other residents.

Where it is assessed that the proposed alteration or improvement is likely to have a detrimental effect on any one of these factors, permission may be reasonably withheld.

7.1 External Structures

Applications to erect external structures such as sheds, garages, pigeon hut etc within a shared back garden or courtyard will normally be refused on the following grounds:

- Common areas are shared by all the residents and not one area of space is to be dedicated to any one single household or for the exclusive use of one household.
- The limited space available in shared back courtyards is likely to prevent every resident from exercising their right to erect a garage, shed or other similar structure.
- The appearance and residents' enjoyment of the shared area is likely to be impeded by the erection of a number of such structures.

7.2 Notification of Refusal

Refusal of an application will be notified in writing, giving the grounds for refusing permission.

8.0 WITHDRAWAL OF PERMISSION

8.1 Timescales for Completion

Under normal circumstances proposed works should be carried out within 3 months of permission being granted. All relevant electrical or gas safety certification must be passed to the Co-operative along with the Notification of Completion form.

If the proposed alteration/improvement is not carried out within this period, the Co-operative's permission for the works will be deemed to have been withdrawn and the application cancelled.

At the discretion of the Co-operative, this 3 month period may be extended where the applicant is experiencing difficulties in completing the works. Extensions must be applied for and approved in writing by the Co-operative.

8.2 Changes to Proposed Works

The works carried out must be in accordance with those proposed on the application form. Any variations to the original works must be approved by the Co-operative, in writing.

If works carried out are not in line with those on the application form, the Co-operative's permission may be withdrawn and the application cancelled. The tenant may then be required to re-instate the property to its original condition.

9.0 SAFETY CHECKS AND CERTIFICATES

Where the proposed alteration/improvement requires any electrical, gas or plumbing works, the Co-operative must be satisfied that the works carried out meet all relevant safety regulations and are carried out to an acceptable standard. This is to ensure the safety of the resident in the property and adjacent premises as well as maintain the stock to the highest possible standard.

Final approval of the alteration/improvement will not be given until the Co-operative is provided with all relevant safety certificates.

10.0 REPAIR AND MAINTENANCE RESPONSIBILITIES

The Co-operative will not normally take any responsibility or accept any liability for the repair and maintenance of any components of alterations/improvements carried out by tenants for the duration of that tenancy. Where the Co-operative agrees to maintain any element of the works, this must be stipulated in writing.

11.0 TERMINATION OF TENANCY

11.1 Removal of Alteration/Improvement

As part of the application to carry out an alteration/improvement, the applicant will generally be asked to intimate if they intend to remove any component of the alteration/improvement in the event that they subsequently end their tenancy with the Co-operative.

Where the Co-operative believes it would be left with unreasonably onerous maintenance costs then the applicant will be advised that the component must be removed at the end of their tenancy.

Where the resident is to remove all or part of the alteration/ improvement, they will be obliged to re-instate the property to a standard acceptable to the Co-operative and replace all the fixtures and fittings.

11.2 Leaving the Alteration/Improvement

Where the alteration/improvement is to be left by the vacating resident, all components of the alteration/improvement must be left safe and in fully working order and in a condition that meets the Co-operative's re-let standards. Where required, the resident must meet the cost of an electrical or gas safety check of the components. If they fail to do so, the alteration/improvement will either be brought up to standard or removed by the Co-operative and the former resident recharged the full costs incurred.

11.3 New Tenants

Where an alteration/improvement is left (with the agreement of the Co-operative) the Co-operative will take on responsibility for the maintenance of any component it has authorised the previous tenant to install.

Where a non-standard component of the alteration/improvement requires to be replaced then the Co-operative will normally use standard fixings and/or fittings.

12.0 RIGHT TO COMPENSATION FOR IMPROVEMENTS

To be eligible for compensation the tenant must provide receipts for work completed at the time of application and granting permission.

Compensation payments will be made on a depreciation basis, in accordance with the Right to Compensation for Improvement Summary Policy and guidelines.

13.0 RIGHT TO APPEAL

We cannot refuse a request to carry out an alteration or improvement unless there are reasonable grounds for doing so.

If we refuse permission or impose a condition on the proposed work, we will write to the tenant explaining why this decision has been made.

Where a tenant is dissatisfied with our decision the tenant may appeal this decision through our Complaints Handling Procedure.

14.0 DATA PROTECTION

The Co-operative will process information and data contained within the application in accordance with its policies and procedures relating to the General Data Protection Regulations.

Information regarding how data will be used and the basis for processing data is provided in the Co-operative's Fair Processing Notice.

15.0 EQUALITY AND DIVERSITY

This policy complies with the Co-operatives policies on Equality and Diversity.

16.0 POLICY REVIEW

This Policy will be reviewed on a 3 yearly basis or earlier if the legislation changes to ensure that its aims are being met.