



## **POLICY ON TENANT ALTERATIONS AND IMPROVEMENTS**

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## **1. Background**

The aim of this policy statement is to set out the Association's approach to situations where a tenant wishes to carry out alteration or improvement works to their house or its immediate environs.

## **2. Legal Position**

As landlord, and owner, of properties, the Association has many legal responsibilities including the requirement that the properties are maintained in a safe condition. It is therefore essential for the Association to ensure that any action, proposed or taken, by a tenant does not impinge upon these responsibilities.

## **3. Notification by Tenants**

Prior to proceeding with any works, the tenant must apply to the Association, on the prescribed form, for permission to carry out the proposed alteration / improvement, see Appendix 1.

All applications must be accompanied by sufficient detailed information, including drawings and specifications showing the works proposed, together with copies of any approvals obtained from other external Authorities, for example Building Warrant or Planning permission.

The Association shall assess each application, efficiently and fairly, and approval of applications shall not be unreasonably withheld. Approval may be granted with conditions, including conditions regarding the standard of work.

## **4. Approvals by other Authorities**

It shall be the sole responsibility of the tenant to obtain the approval of any other Authority that is required, for example Planning, Building Control or Highways, and for the "Serving of

Notices” on adjoining proprietors. Under no circumstances shall the Association carry out these functions.

## **5. Processing of Applications**

We will issue a response to an application within one month of receipt of the written application. If we refuse to grant permission, our reasons will be listed in the response.

If we do not issue a reply within one month of receipt of the written application we are taken to have agreed to the request.

Tenants who are unhappy about a refusal to grant permission, or the granting of a conditional permission, have the right appeal, through application to the Sheriff.

## **6. Permitted Works**

The Association does not intend to be restrictive in the type of work permitted and accordingly no prescriptive list will be issued. However, only certain work will be considered to qualify for a Compensatory Payment at the end of the tenancy, see Appendix 2.

All applications shall be considered on their merits with emphasis on the following points:

- (a) Do the proposals impinge on the legal responsibilities of the Association as owner and landlord?
- (b) Do the proposals require approval from another Authority, for example Building Control, and if so has approval been obtained?
- (c) Are the proposed materials of suitable standard?
- (d) What longer term maintenance implications / responsibilities do the proposals have for the Association?

## **7. Inspection of Works**

The tenant shall advise the Association as soon as the works have been completed. The Association will arrange to inspect the works in order to ensure that they have been completed in accordance with the permission granted, and that the standard of materials and workmanship are acceptable.

The tenant shall be responsible for ensuring that, if the work or any part thereof, have not been completed in line with the permission granted, they are brought up to an acceptable standard, and will bear all costs involved in remedying.

## **8. Unauthorised Works**

The Association will consider retrospective applications, should any tenant have carried out alteration or improvement works without seeking and being granted permission by the Association.

However, should retrospective permission not be granted due to failure to satisfy considerations at Clause 5 a, b, c and d, then the tenant shall be responsible for all remedial or reinstatement work at their own expense.

If, after notification, the tenant fails to proceed to remedy or remove the unauthorised work, within a reasonable period, then the Association reserves the right to have the remedial or reinstatement work carried out by its own contractor and to recover all relevant costs from the tenant.

## **9. Rent Levels**

Any alteration and improvement works carried out by the tenant will not be taken into account in determining rent levels, during the current tenancy.

## **10. Compensation for Improvements**

The Association shall operate a scheme to award compensation for improvements at the end of a tenancy. Details of the scheme are given in Policy statement on Compensation for Improvements.

The Association maintains the right to make discretionary payment, outwith the terms of the Policy on Compensation for Improvements.

## **11. Complaints Procedure**

The Association recognises that despite its best intentions they will not get everything right first time and that from time to time problems may arise.

The Association has adopted a complaints policy which ensures that each complaint is fully investigated and a satisfactory solution achieved as soon as possible.

Should a complainant remain dissatisfied they have the right to have their complaint considered by the Committee of Management and ultimately if they are still dissatisfied to refer the matter to the Housing Association Ombudsman.

Details of the Complaints Policy are available on request from the Association.