



Name of Policy: Alterations & Improvements (Ref: TS/01)

Purpose of Policy: This Policy outlines how the Association manages requests from tenants to carry out alterations & improvements.

Policy Monitoring Details	
Department:	Technical Services
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Status:	Association/Group
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Regulatory Outcomes being achieved:	Scottish Social Housing Charter Outcome 4 Quality of Housing Housing (Scotland) Act 2010, Tenants' right to carry out alterations and improvements
Tenant Consultation Required:	No
Equalities Impact Assessment	Initial

Content List:

- 1.0 Introduction**
- 2.0 Unauthorised Work**
- 3.0 Legal Position**
- 4.0 Notification to tenants**
- 5.0 Approvals by other Authorities**
- 6.0 Processing Applications**
- 7.0 Permitted Works**
- 8.0 Inspection of Work**
- 9.0 Rent**
- 10.0 Compensation for Improvements**

11.0 Complaints

12.0 Management Reporting

1. Introduction

- 1.1 This policy aims to set out the Association's approach where a tenant requests permission to carry out alteration or improvement works to their home or immediate environment.
- 1.2 This policy does not cover owners as, with the abolition of feu superiority, permission from the factor is no longer required for alterations and improvements.
- 1.3 It is essential to encourage all tenants to request permission for alteration and improvements to their homes to ensure: -
- The Association maintains records of such alterations
 - Inspections are carried out to determine suitability of proposed works
 - The works enhance the property
 - The works are carried out to an acceptable standard
 - The works are carried out by a reputable, competent person or contractor
 - Any building warrants or other statutory permissions are gained
 - That no additional costs are borne for re-instatement at a future void date
 - The work does not affect their neighbours
 - Future processing of alterations in line with Alteration & Improvement compensation scheme
- 1.4 All tenants, by means of the Association's web site & newsletters, are encouraged to seek permission to undertake alterations prior to commencement of work.

2. Unauthorised Work

- 2.1 Manor Estates will consider retrospective applications if prior permission has not been sought.
- 2.2 Retrospective applications will be assessed in line with processing applications and permitted works. If the assessment fails to authorise the work the tenant shall be notified of the corrective action required to complete or remove the work at their own expense.
- 2.3 If the tenant does not comply with 8.2, Manor Estates will proceed to remove or remedy the unauthorised work and the cost of doing so will be recovered from the tenant.
- 2.4 At the end of the tenancy, properties should be in good order and safe condition throughout. They should be free from unauthorised alterations. In line with the **Policy on Tenants Alterations and Improvements** permission should have been sought and granted for any alterations to the property. If permission was granted on condition that the property to be reinstated on tenancy termination then it must be reinstated to its

original condition. Where the property falls below this standard the outgoing tenant will be recharged the cost of reinstatement.

2.5 Examples of unauthorised alterations: -

Internally

- Removal of structural timbers in roof space
- Any attic space alterations (possible roof light fitted)
- Partitions in rooms that have been constructed to section off a larger room
- Partitions that have been removed to make a room larger
- Stair handrails/banister rails removed
- Over-bath shower where no tiling or panelling fitted or shower screen
- Glazed internal doors – typically, 15 paned glass doors fitted instead of standard ply faced doors
- Internal doors removed to form “open plan layout” – in particular door removed at kitchen
- Cupboard doors removed
- Timber panels or timber boarding fitted to walls or ceilings
- Polystyrene ceiling tiles or coving to ceilings (tiles are usually square)
- Laminate flooring
- Application of “Artex” finishing to ceilings or walls

Externally

- Fencing removed around property
- Cars parked in front garden areas
- Extensions or external cupboards closed in to form part of property
- Roof formed between property and external shed/building.
- Garden shed or outbuilding within 1 metre of external wall of property

3. Legal Position

3.1 Manor Estates as landlord and owner of the properties has many legal responsibilities, including a requirement that the properties are maintained in a safe condition.

3.2 It is essential that the Manor Estates ensures that any action proposed or taken by the tenant does not impinge upon these responsibilities.

4. Notification by Tenants

4.1 All tenants, prior to proceeding with works must seek permission on the Alteration & Improvement prescribed form.

4.2 Applications must be accompanied by sufficient detailed information, including drawings and specifications detailing the proposed work together with copies of any approvals obtained from external authorities (such as Building Warrant or Planning Permission).

4.3 Each application will be assessed fairly and effectively and approval of applications will

not be unreasonably withheld. Approval may be granted with conditions including: -

- Standard of work
- Certification supplied in respect of work affecting the electrical or gas installation
- Future maintenance
- Removal of item at tenancy end

5. Approvals by Authorities

5.1 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 should Manor Estates carry out these functions.

6. Processing Applications

6.1 Manor Estates will respond to any written application within 28 days of receipt, detailing conditions attached to any consent. A property inspection may be arranged at this point subject to the nature of the alteration being proposed. Failure to reply within the specified timescale provides deemed consent.

6.2 If Manor Estates refuses permission, the reason for refusal will be clearly explained.

6.3 Tenants who are unhappy about a refusal to grant permission, or the granting of a conditional permission, have the right to utilise the Associations formal complaints process or petition the Sheriff Court

6.4 Householders should proceed with works within a reasonable timescale, notifying the Association when works have been completed

6.5 A Technical Inspection will occur will inspect the agreed works within 28 days of notification being received that works have been completed. The Association reserves the right to require or undertake at the tenants expense, remedial works where alterations do not comply with the original consent or where there exist detrimental impacts to the Associations or neighbouring property.

6.6 Manor Estates will advise all tenants proceeding with works of any Asbestos Content Material that has been identified in their home in accordance with the Asbestos Management Policy and Asbestos Register. A specific inspection will occur where alterations involve surface breakages.

7. Permitted Works

7.1 Manor Estates will not 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 as detailed in the

Compensation for Improvements Policy.

7.2 Applications will be considered on their merits with emphasis on the following: -

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

8. Inspection of Work

8.1 The tenant will have after approval, a 12 week period to complete the works.

8.2 Manor Estates will ensure the work complies with the permissions granted and standard of work and materials are to an acceptable standard.

9. Rent

9.1 Approved alteration and improvements undertaken will not be considered in determining the rent level for the property during the current tenancy.

10. Compensation for Improvements

10.1 Manor Estates will operate a scheme to compensate tenants for approved alterations and improvements at the end of their tenancy. These are detailed under the Compensation for Improvements Policy.

11. Complaints

11.1 All complaints will be dealt with through Manor Estates Complaints Policy or by the Sheriff Court as at 5.3.

12. Management Reporting

12.1 For each financial year, Manor Estates will hold information on: -

- Number of applications received
- Types of applications received
- Number of applications approved
- Number of applications refused
- Number of appeals to Sheriff Officer

12.2 A summary report on the operation of the Alteration & Improvement scheme will be reported to the Board each year.