



**HAVEBURY HOUSING PARTNERSHIP**

**POLICY**

**PROPERTY IMPROVEMENTS AND  
ALTERATIONS POLICY**

Controlling Authority - Director of Operations  
Policy Number HS  
Issue No. 2  
Status - FINAL  
Date - July 2016  
Review Date - July 2019  
Equality & Diversity Impact Assessment carried out - February  
2013 Impact - Low

## THE HAVEBURY HOUSING PARTNERSHIP

### PROPERTY ALTERATIONS AND IMPROVEMENTS POLICY

#### 1. PURPOSE

- 1.1 The purpose of the Havebury Housing Partnership's (hereafter known as Havebury) Property Alterations and Improvements policy is to provide a clear and effective guide for tenants to apply for permission to carry out their own repairs, alterations and improvements to the property and to ensure efficiency, fairness and consistency in the service.
- 1.2 To set out the process for compensation for improvements.
- 1.3 Ensure compliance with the various statutory and regulatory controls and requirements including:
- Housing Acts
  - Health & Safety at Work Acts
  - Building Regulations
  - Fire Regulations
  - Gas Regulations
  - Water Supply By-Laws
  - General Civil Laws
- 1.4 To clarify both our tenants' and Havebury's responsibilities in respect of improvements and alterations.

#### 2. SCOPE

- 2.1 The policy applies to all tenants of Havebury
- 2.2 It covers the situation where a tenant wishes to make an alteration or improvement to their property. The requested alteration or improvement will be arranged by the tenant and carried out at their own expense.
- 2.3 Tenants with assured shorthold tenancies have more limited rights than those with assured or secure tenancies. However they can still apply for permission to carry out improvements.
- 2.4 An alteration is where the tenant:
- i. Alters, removes or replaces any of the existing fabric of the building, its grounds, gardens or boundaries.
  - ii. Replaces a Havebury fixture or fitting with one of their own which is of similar quality or standard as the original, e.g. kitchen units or internal doors.
  - iii. Permanently removes an existing Havebury fixture or fitting.

- 2.5 An improvement is where the tenant:
- i. Replaces a Havebury fixture or fitting with one of their own which is clearly of a higher standard or quality.
  - ii. Installs an item where there is none at present, e.g. a new level access shower, or stair lift.

### **3. RESPONSIBILITIES**

- 3.1 The Operational Board, having formally adopted the Property Improvements and alterations policy for Havebury, accept responsibility for monitoring its effectiveness.
- 3.2 Day to day responsibility lies with the Director of Operations who will be the nominated 'controlling authority'.
- 3.3 Issue Control: Management of duly authorised policies, procedures, work instruction or amendments will be the responsibility of the Director of Operations and Management Team who will ensure that they are circulated to appropriate individuals and are kept updated with current versions.

### **4. METHOD**

- 4.1 The tenancy agreement gives a right to tenants to make improvements to their home but only under certain circumstances. The wording in the current assured tenancy agreement is:

You can make improvements to your home as long as we give you permission. If you fail to seek our permission this will be a breach of the terms and conditions of your tenancy and we will be entitled to recharge you for our costs of restoring or putting your home back to its original condition.

- 4.2 The tenant is responsible for obtaining the necessary planning permission and meeting building control regulations, providing copies to Havebury before work commences.
- 4.3 The tenant must obtain written permission to carry out alterations or improvements in advance of carrying out the work, and comply with any conditions that are set by Havebury.
- 4.4 Work must be carried out by a suitably competent contractor/tradesperson. Proof of Gas Safe registration for gas works and NICEIC registration for electrical work is required.
- 4.5 Where buildings are in conservation areas or count as historic buildings themselves there may be restrictions on the alterations and improvements that can be made. Tenants will be responsible for carrying out the required checks with the local council.

- 4.6 All alterations and improvements to be recorded on property files including the Asset Management database where appropriate.
- 4.7 Works that would constitute an alteration or improvement and that would require Havebury's permission include:
- Putting up wall units, or replacing a kitchen or bathroom
  - Installing central heating or making any significant changes to the central heating or other heating appliance.
  - Knocking down any walls, or altering the internal configuration of a property, including replacing a fireplace
  - Alterations or improvements to internal walls including plastering, coving, rendering, dry lining and tiling
  - Installing electrical sockets/fittings, bath fixtures, showers, water meters
  - Removing walls, floors, heating fittings, fixtures/fittings, doors, electrical fittings
  - Replacing internal doors (need to be correct standard especially if glass panelled, due to health and safety)
  - Putting up sheds, garages, greenhouses, conservatories, porches
  - Putting up TV aerial, satellite dish, CCTV
  - Any changes to external walls including garden walls, and any extensions
  - Installing outdoor taps, fishponds
  - Other external improvements such as laying a patio or creating off road parking
  - Removing fences/hedges/ trees, outhouses
  - Adding loft insulation or cavity wall insulation, or external insulation
  - Replacement of external doors or windows
  - Adding an intruder alarm system
  - Installing laminate flooring, see 4.9
  - Loft conversion or loft boarding or loft access
  - Installation of a stair lift.
- 4.8 Work will not normally be permitted in the loft spaces of properties due to health and safety reasons and the need for Havebury to have access to maintain the property and its systems. Where consent is given then a full list of conditions will be attached to the consent which, for example, will include the following:
- Loft conversions to be carried out only by fully qualified specialist company
  - Loft boarding carried out by tenants is permitted for storage and not intended to create additional living space
  - Avoid compressing insulation; build up joists
  - Weight implications for joists/joints to be planned for
  - Existing services must remain accessible
  - Where boiler flue is present in the loft space, the boiler to be isolated during the works
  - Havebury must be allowed access for any repair or maintenance work in the loft, e.g. rewiring, insulation, heating. Tenant is responsible for taking up boarding to allow access and re-laying afterwards, at their own expense.
  - No roof timbers to be cut without a structural engineer's report
  - No lighting to be installed without NICEIC certification
  - Additional smoke alarm to be fitted in the loft by tenant

- Tenant to monitor property for condensation due to changes in air movement
- Tenant to be aware of risk of falling through the ceiling. Any resulting damage to be rectified at tenant's expense and Havebury can accept no responsibility for accidents

- 4.9 Permission for laminate or wooden flooring will be on the strict condition that Havebury be allowed to carry out any repair or maintenance work in the floor space under flooring and that the tenant is responsible for taking up the flooring to allow access and re-laying afterwards, at their own expense. And see 5.2
- 4.10 Tenants must contact Havebury before putting up a satellite dish because in some situations planning permission will be needed. In other areas satellite dishes are not allowed at all. Havebury will not withhold permission unreasonably. Tenants are responsible for applying for planning permission.
- 4.11 Starter tenants do not have the right to make improvements during the first 12 months (or any extension period in addition to the 12 months) of their tenancy. However, Havebury will permit certain improvements or alterations at their discretion which make the property more suitable for the Starter tenant's particular living arrangements, for example installing a satellite dish; putting up a shed or improving fencing for privacy or to control a dog. The Starter tenant must follow standard procedure, requesting and obtaining permission before proceeding and completed work must meet suitable standards at inspection.

## **5. REFUSAL OF PERMISSION**

- 5.1 Havebury will only refuse permission with reasonable cause. These reasons may include:
- i. Where the alterations will negatively affect the let-ability and/or value of the property
  - ii. Where the works will affect the structural integrity of the building or will affect another building, or in some other way impact on the safety of the tenant
  - iii. Where an unsuitable contractor is to be used or there are clear health and safety hazards
  - iv. Where necessary permissions (such as planning) have not been obtained or the work is unauthorised
  - v. where the alterations may have a negative effect on neighbours
  - vi. Where the alteration or improvement is not suitable for the property type
  - vii. Where the improvement or alteration cannot easily be reversed at the end of the tenancy

viii. Where action is being taken in respect of rent arrears.

- 5.2 Havebury will refuse permission for tenants to install wooden or laminate flooring in properties, such as flats and maisonettes, if in a building where there are other properties below.
- 5.3 Permission will not be given for Artexing (or other textured finish) of internal walls due to the difficulty in restoring the walls to a standard finish.
- 5.4 Permission will not be given for redecoration work or rendering on external walls because the standard of work, colour choice and finished appearance of Havebury stock is prescribed. Where applicable, tenants are given a choice for the external appearance of their homes during maintenance programmes.
- 5.4 Havebury will refuse permission to Starter tenants to make major improvements or alterations. Starter tenants are not permitted to make improvements or alterations which would qualify for compensation.
- 5.5 No alterations, including landscaping, should be carried out on new build properties within the first year defects period.

## **6. ALTERATIONS CARRIED OUT WITHOUT PERMISSION**

- 6.1 Havebury reserves the right to require tenants to put right any works which have been carried out without our written permission, as this is a breach of the tenancy agreement. Should, in exceptional circumstances, it be necessary for Havebury to undertake any work associated with unauthorised alterations or improvements, then these would be considered to be rechargeable.
- 6.2 Where the work has not caused damage to the property and does not pose a health and safety risk, Havebury may decide to grant retrospective permission.
- 6.3 Details of the alteration must be recorded against the property on Havebury records, including the Asset Management database where appropriate.

## **7. TENANT RESPONSIBILITIES**

- 7.1 Tenants are responsible:
  - i. To ensure that anyone carrying out work in their home is suitably qualified and competent to carry out the work
  - ii. For health and safety considerations relating to the work including the CDM Regulations 2015
  - iii. To ensure that any damage caused by the works is put right
- 7.2 Some improvement work will need building regulations approval. Tenants will need to discuss this with their local council and ensure that the work is properly certified. A copy of the certificate must be sent to Havebury.
- 7.3 Work involving Party Walls must in all cases be referred to Havebury.

## **Gas and Electrical Safety**

- 7.4 There are particular safety issues around works affecting gas and electrical installations. Tenants carrying out improvement work which may affect gas or electrical installations must ensure that the appropriate safety measures are taken.
- 7.5 Any person or contractor carrying out work on, or close to gas installations must be a registered Gas Safe engineer. On completion of the works a gas safety certificate must be issued, and a copy passed to Havebury.
- 7.6 Anyone carrying out work on electrical installations must be a "competent person", i.e. an approved domestic installer in accordance with Part P of the electrical regulations, registered with the NICEIC. On completion of the works an electrical safety certificate must be issued and a copy passed to Havebury.

## **Asbestos**

- 7.7 Tenants must be aware of the risks of asbestos when carrying out authorised works. Havebury has an Asbestos policy and procedure and asbestos surveys for properties. There is also a customer leaflet "Asbestos in the Home" available.
- 7.8 Havebury insists that asbestos must only be removed, sealed or repaired by contractors with an appropriate licence. If asbestos is removed, Havebury must be supplied with details of the approved contractor and be provided with copies of consignment notes.
- 7.9 If tenants have any concerns that there may be asbestos in their property they can request that the asbestos register is checked before they start work and obtain expert advice from the Asbestos Co-ordinator.

## **Ongoing Repairs**

- 7.10 Havebury will not normally maintain any fixtures and fittings that have been installed by a tenant, or have been formally gifted to a tenant. Where we are requested to repair a fixture or fitting that has not been installed by Havebury, this will be limited to our statutory repair obligations. We reserve the right to remove a non-standard fitting and replace with our own specification where a tenant has failed to maintain it.
- 7.11 Havebury may check and maintain certain systems that have been installed by the tenant where this is necessary to maintain the tenant's health and safety. Havebury has the right to inspect any fitting, fixture or system for safety reasons and will provide such advice or take appropriate action to maintain the safety of a property.
- 7.12 Havebury will recharge a tenant where it is required to repair, replace or remove any fixture, fitting or system that has been fitted by the tenant or has been gifted to the tenant, which in its opinion has not been maintained properly or is unsafe.

## 8. COMPENSATION FOR QUALIFYING IMPROVEMENTS

8.1 At the end of their tenancy, tenants who have made qualifying improvements may be able to claim compensation from Havebury.

8.2 Compensation is payable where a tenant has undertaken work to a property they are vacating, they obtained permission for the work and have retained the original receipts.

### Qualification criteria

8.3 Tenants will not be entitled to compensation where:

- The claim is less than £50
- The property has been purchased under the Right to Buy (RTB)
- The work is not up to an acceptable standard, particularly where it has not been undertaken by a suitably qualified person (this will be verified by post inspection of the work by Havebury)
- The tenancy is being assigned to another, including by Mutual Exchange (see policy on assignment)
- A new tenancy is started at the property by the tenant
- The tenancy was ended by a Possession Order

8.4 If the tenant who made the improvement does not claim compensation, then the following may also claim it:

- Anyone who has become a joint tenant with the improving tenant
- A person succeeding to the tenancy on the death of the improving tenant
- The estate of the improving tenant or at Havebury's discretion (family member, power of attorney) on the death of the improving tenant
- Assignees who would have qualified to succeed to the tenancy if the improving tenant had died
- A spouse or former spouse, cohabitee to whom the tenancy was assigned or transferred by a court order following a relationship breakdown

### Qualifying improvements

8.5 Qualifying improvements are set out in Statutory Instrument 1994 No 613.

Qualifying Improvement	Notional Life (Years)
Bath or shower	12
Wash hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Space or water heating	12
Thermostatic radiator valves	7
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8



Qualifying Improvement	Notional Life (Years)
Double glazing or other external window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling house, but excluding burglar alarms	10

8.6 Havebury will only pay compensation if there is evidence that we gave permission for the work to be done and where a tenancy ends in the manner set out in regulations.

#### **Amount of compensation**

- 8.7 Compensation will be subject to written evidence being obtained and based on a formula set out in Statutory Instrument 1994 No 613 which considers:
- The improvement costs (which must be considered reasonable and subject to three written estimates) less the value of any grants obtained under Part VIII of the Local Government and Housing Act 1989 or the Home Energy Efficiency Grants Regulations 1992.
  - The notional life of the improvement
  - The number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed

8.8 The maximum amount that can be claimed is £3,000.

#### **Other compensation at Havebury's discretion**

- 8.9 Havebury may also compensate for other improvements which are not mentioned in SI 1994 No 613 at their own absolute discretion where they are deemed to have added to the value and/or let-ability of the property. Examples of these improvements could be:
- External insulation
  - Alterations which improve the environmental impact of the property, including for example solar panels/ground heat pumps etc
  - Property extensions or conservatories

#### **Disagreement**

8.10 If tenants disagree with the sum they are being offered, they can write to Havebury within 28 days of receiving our notification. We will review our decision.

8.11 If tenants disagree with the reviewed decision they can follow our complaints procedure.

### **9. Service Standards**

9.1 Havebury will acknowledge all requests for permissions to carry out an alteration or improvement in writing within 5 working days from receipt of request.

- 9.2 Permissions are based on inspection of the property and discussion with the tenant concerning the proposed works. If further time is needed to consider the request or seek advice, the tenant will be advised accordingly and within 20 working days.
- 9.3 Havebury will work with tenants to seek a satisfactory outcome to their request. Where a request is denied, the tenant will be fully informed why permission could not be granted.
- 9.4 Havebury will not withhold consent unreasonably nor impose unreasonable conditions.

## **10. MONITORING**

- 10.1 All requests for improvements and alterations are fully logged, with outcomes.
- 10.2 All correspondence, other documents and records of decisions about property alterations and improvements are recorded on property records.
- 10.3 All improvements and alterations are fully recorded on the asset management database where appropriate and also held on file.