

Department: Tenant Services

Policy: Alterations and Improvements

Code: M01

Approval:

Last Reviewed: March 2019

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Cross Reference:

- Housing (Scotland) Act 2001
- Scottish Secure Tenants.(Compensation for Improvements) (Scotland) Regulations 2002
- Forth Housing Association.Scottish Secure Tenancy Agreement
- Forth Housing Association. Tenancy Procedures



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FORTH HOUSING ASSOCIATION LIMITED

ALTERATIONS AND IMPROVEMENTS POLICY

1. Introduction

As a Tenant of Forth Housing Association you have the right to make improvements to your home but you must request permission prior to the improvement being made.

2.0 Alterations and Improvements

2.1 Internal

2.1.1 Under the Housing (Scotland) Act 2001, The Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 tenants have the right to undertake alterations and improvements to their home. (Refer to Appendix One).

2.1.2 Furthermore, where a tenant has carried out certain *qualifying works* with the consent of the landlord, and met all *qualifying conditions*, they, or other *qualifying persons*, are entitled to be compensated for these works when the tenancy ends.

2.2 External

2.2.1 Tenants may request permission to carry out alterations and improvements to the outside of their home and garden. For example; garden shed or satellite dish or planting. Restrictions and conditions will apply where tenants are applying to carry out alterations to a communal garden.

2.2.2 No permission will be granted for the erection of fencing or hedges to the front of properties.

2.2.3 No payment will be made for alterations\improvements carried out to the outside of a property.

3 Landlord's Consent

3.1 Tenants wishing to carry out any alterations/improvements to their home must seek the consent of the Association by completing an Alteration and Improvements Application form (Appendix Two) before any works are undertaken.

- 3.2 We will advise tenants within 28 days of receipt of their application
- Whether permission is granted.
 - Refused, including the reasons for refusal
 - of any conditions imposed, and,
- 3.3 If we fail to reply in writing within 28 days of receipt of an application, consent will be considered to have been granted to the tenant.
- 3.4 Tenants shall normally have 3 months to complete approved alterations /improvements. However this time-scale may be extended by mutual agreement.

4. Works completed without Landlord's consent

- 4.1 It is acknowledged that tenants undertake alterations\improvements without the written consent of the Association.
- 4.2 In such cases no compensation will be paid for these works.
- 4.3 Where a staff members notes alterations\improvements undertaken without the Association's consent retrospective permission may be granted. However this will not impact on 4.2

5 Qualifying Works/Persons

- 5.1 *Qualifying Works.* Consist of any installation or replacement of any item detailed in <http://www.gov.scot/Publications/2002/09/15486/11219>
- 5.2 *Qualifying Persons are;*
- the tenant who undertook the work
 - a joint tenant of the Association which existed at the time the works were carried out
 - a tenant who succeeded to the tenancy on the death of the tenant who carried out the work
 - the personal representatives of a deceased tenant. This would normally be the deceased solicitor or executor

6 Compensation and Payment

- 6.1 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.
- 6.2 All claims should be accompanied by receipts, invoices and any other documentation in support of the claim.
- 6.3 Compensation for improvement works will be calculated on the cost of the works depreciated over the notional life of the improvement as defined in Appendix One. There will be a linear depreciation over the period of the notional life of the improvement.

- 6.4 However, in cases where the
- cost of the improvement work was excessive.
 - improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life of the improvement
 - improvement work undertaken is of a lower standard than that which would have been completed by the Association.

We may deduct an appropriate sum from the amount of compensation calculated.

- 6.5 A maximum payment of £4000 will be paid for each qualifying improvement, but no payment will be made for an improvement if the amount of compensation would be less than £100.
- 6.6 We will offset any debt owed to Forth by the qualifying person against the compensation payment.
- 6.7 We are not required to make payment in respect of qualifying improvement works where;
- a) the compensation which would otherwise be payable is less than £100.00
 - b) the tenancy ends because;
 - i. An order for the recovery of possession was made on any grounds specified in Part 1 of Schedule 2 to the Housing (Scotland) 2001 Act;
 - ii. The property was disposed of under section 14 of the Housing (Scotland) 1987 Act;
 - iii. The property was disposed of under section 65 of the Housing (Scotland) 2001 Act; or
 - iv. The qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by Forth Housing Association.

- 6.8 Where improvements/alterations works have been carried out without our written consent no compensation will be paid.

7 Qualifying Conditions

- 7.1 The tenant must have our written consent for the improvement/alteration works to be undertaken.
- 7.2 The tenant must have all appropriate Building Warrants and planning consent for any approved works.
- 7.3 All works carried out must be in accordance with those approved by the Association.

- 7.4 Where a Tenant carries out an improvement/alteration to their home which would otherwise be our responsibility we will take-over the maintenance if the Tenant has adhered to the Alterations and Improvements Policy
- 7.5 All proposed work must comply with legislation and any standard that the Association has to comply with e.g. SHQS, EESSH
- 7.6 If an alteration includes for any electrical work or works involving gas, the tenants must satisfy the Association that the person/s carrying out the alteration on their behalf, must have the relevant registration of a professional bodies. E.g. Select/Niceic for electricians and Gas Safe for gas engineers.

8 Right of Appeal

8.1 Where a tenant is dissatisfied with our decision to refuse permission to carry out alterations/improvement works, or impose a condition on the proposed works, the tenant may in the first instance appeal this decision through the Association's Complaints policy.

8.2 A written appeal should be lodged within 28 days of our decision. This should be addressed to

Tenant Services Manager
Forth Housing Association
Kildean Business & Enterprise Hub
146 Drip Road
Stirling
FK8 1RW

8.3 Should the tenant remain unhappy with our decision they may ultimately raise proceedings by summary application to the Sheriff Court

9 Review Period

9.1 Management Committee will review this policy at least every 3 years, and Staff are responsible for ensuring that they meet legal and good practice requirements.

QUALIFYING IMPROVEMENT WORK AND NOTIONAL LIFE

<u>Item</u>	<u>Notional life in years</u>
Bath or shower	12
Cavity wall insulation	20
Sound insulation	20
Double glazing or other external window replacement or secondary glazing	20
Draught proofing of external doors and windows	8
Insulation of pipes, water tank or cylinder	10
Insulation of mechanical ventilation in bathrooms and kitchens	7
Kitchen sink	10
Loft insulation	20
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	15
Security measures other than burglar alarm systems	10
Space or water heating	12
Storage cupboards in bathroom or kitchen	10
Thermostatic radiator valves	7
Wash hand basin	12
Water closet	12
Works Surfaces for preparing food	10

Appendix Two

FORTH HOUSING ASSOCIATION LTD

ALTERATION AND IMPROVEMENT

APPLICATION FORM

Name

Address.....

.....

.....

Telephone Number.....

FOR USE BY FORTH HOUSING

	Date	Actioned/Initials
Application sent.		
Application received.		
Tenant informed of decision.		
Works completion date		
Post Inspection.		
Closure Letter.		
<u>Comments by member of staff</u> <i>(if any)</i>		

Proposed Alteration/Improvement

(Please provide a brief description of the location and proposed works to be undertaken)

Location.....

Description of Works.....

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.....

Materials to be Used.....

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(Please detail who will undertake this work)

Name

Address

.....

.....

Telephone Number.....

Please provide a sketch of the **existing** location where you propose to carry out the Alteration/Improvement.

Please provide a sketch of the location showing the **proposed** alteration/Improvement

1 CALCULATION OF COMPENSATION PAYMENT

1.1. The amount of compensation will be based on the following calculation

Cost of works (less any grant funding) x (1 – age of works in years)

Notional life of works

1.2 However, in cases where the;

- cost of the improvement work was excessive,
- improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life of the improvement,
- Improvement work undertaken is of a higher quality than that which would have been completed by the Association.

Forth Housing Association may deduct an appropriate sum from the amount of compensation calculated.