

Department. Tenant Services

Policy Alterations and Improvements

Code: M01

Approval:

Last Reviewed February 2024

Next Review Date: February 2027

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



This document can be made available in alternative languages or formats (such as large print, audio etc). Please contact staff as required.

Policy Summary

This policy has been developed to show how Forth Housing Association manage Alteration Applications requests from tenants.

Equalities

No equalities issues have been identified in the Equalities Impact Assessment Screening Questions and there is therefore no requirement to do a full Equality Impact Assessment.

Privacy

Data Protection legislation applies to customer records which will be managed accordingly. There is no requirement to do a full Privacy Impact Assessment.

Policy Owner

Name: Head of Tenant Services

Date of Next Review: February 2027

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 Principles

The purpose of this policy is to provide tenants with guidance in relation to carrying out alterations and improvements in their homes.

3.0 Aims and Objectives

1. To establish clear policy and procedure for tenants, staff and committee alike and criteria for granting permission to carry out alterations and improvements to properties owned by the Association.
2. To ensure equality of opportunity in the handling of requests to carry out alterations and improvements.
3. To be satisfied that all work is carried out by competent and suitably qualified tradespersons and any statutory permission is obtained (where appropriate).
4. To ensure any work carried out by tenants does not detrimentally affect the property, or cause undue nuisance or annoyance to other residents within the area.
5. To make sure any alterations or improvements will not incur undue maintenance for the Association nor detract from the future letting of the property.
6. To make tenants fully aware of their responsibilities in regard to the upkeep of any alterations and improvements they have made and reinstatement of any fixtures and fittings belonging to the Association (where appropriate)
7. To ensure tenants are aware of the procedures for applying for and receiving compensation for improvements where eligible.

4.0 Policy Framework

4.1 Internal

- 4.1.1 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).

4.1.2 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.

4.2 External

4.2.1 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.

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

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

4.3 **Landlord's Consent**

4.3.1 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. Alternatively, Tenants can complete the Alterations and Improvements Application on the My Forth Account.

4.3.2 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,

4.3.3 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.

4.3.4 Tenants shall normally have 3 months to complete approved alterations /improvements. However this time-scale may be extended by mutual agreement.

The Association will not normally take responsibility or accept liability for the repair and maintenance of any components installed or of alterations / improvements undertaken by tenants for the duration of that tenancy. Where the Association agrees to maintain any element of the works, this must be stipulated in writing. Where a component of the alteration/improvement requires to be replaced and is deemed to be the Association's responsibility, then the Association's standard fixings and/or fittings will normally be used (e.g. a standard light fitting rather than a bespoke one).

Removal of Alteration/Improvement, as part of the application to carry out an alteration / improvement, the applicant will generally be asked to intimate whether they intend to remove any component of the alteration/improvement in the event that they subsequently end their tenancy with the Association or sell-on their share in the property. Where the Association 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 Association and replace all the fixtures and fittings prior to terminating their tenancy. Where this is not done the Association will reinstate the property and recharge the cost of any works to the former tenant.

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 Association'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 Association and the former resident recharged the full costs incurred.

4.3.5 Completion of Alteration and Improvements

On completion of the alteration or improvement the tenant must notify the association to allow a post inspection to be carried out to satisfy that the works have been carried out in accordance with the application and permission.

The tenant must provide all certification and receipted invoices to be held by the association to allow any claim for compensation to be assessed at a future date.

4.4. Works completed without Landlord's consent

4.4.1 It is acknowledged that tenants undertake alterations\improvements without the written consent of the Association.

4.4.2 In such cases no compensation will be paid for these works.

4.4.3 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

4.5 Qualifying Works/Persons

4.5.1 *Qualifying Works.* Consist of any installation or replacement of any item detailed in <http://www.gov.scot/Publications/2002/09/15486/11219>

4.5.2 *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.

4.6 Compensation and Payment

4.6.1 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.

We will aim to respond with a decision on a claim for compensation within 28 days however, if we are not able to provide a decision within this timescale, we will write and advise of the revised time limits while providing updates on progress.

4.6.2 All claims should be accompanied by safety certificates, paid receipts, invoices and any other documentation in support of the claim.

4.6.3 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.

The amount of compensation will be based on the following calculation

$$\frac{\text{Cost of works (less any grant funding)} \times (\text{Notional life (N) – age of works in years (Y)})}{\text{Notional life of Works (N)}}$$

For example, if a qualifying improvement with:

C = £2,000 cost of improvement

N = 12 year notional life

Y = Completed 7 years ago

$$\begin{aligned} & 2,000 \times \frac{(12 - 7)}{12} \\ & = 2,000 \times 5/12 \\ & = \text{£}840.00 \end{aligned}$$

4.6.4 However, in cases we may deduct an appropriate sum from the amount of compensation calculated where

- the cost of the improvement work was excessive.
- the improvement has deteriorated at a rate greater than that provided for in the notional life of the improvement
- the improvement work undertaken is of a lower / higher standard than that which would have been completed by the Association
- the cost of the tenant's own labour is included

- any grants received by the tenant towards the cost of the improvement
- VAT paid.
- the cost of any professional fees paid.
- the cost of obtaining planning consent or consent under building regulations perhaps

4.6.5 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.

It is assumed that, in the case of a joint tenant, the right to compensation will be resolved between those who jointly qualify for compensation, at the time they join or leave the joint tenancy. If one joint tenant cannot be traced when compensation falls to be paid, the full amount of compensation will be paid to the remaining joint tenants. It is for the missing tenant to recover his/her share from those to whom it was paid.

4.6.6 We will offset any debt owed to Forth by the qualifying person against the compensation payment.

4.6.7 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.

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

4.7 Qualifying Conditions

4.7.1 The tenant must have our written consent for the improvement/alteration works to be undertaken.

4.7.2 The tenant must have all appropriate Building Warrants and planning consent for any approved works.

4.7.3 All works carried out must be in accordance with those approved by the

Association.

- 4.7.4 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
- 4.7.5 All proposed work must comply with legislation and any standard that the Association has to comply with e.g. SHQS, EESSH
- 4.7.6 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.
- 4.7.7 As a courtesy, the tenant must advise neighbours within the locality regarding any possible disruption in relation to potential noise, foot / vehicle access or parking, this list is not exhaustive.
- 4.7.8 Once alterations works have been completed, an inspection will be carried out by Forth Senior Property Officer, copies of all completion & safety certificates to be provided along with invoices and receipted invoices providing the confirmation of paid cost of improvement.

5.0 Monitoring of the Policy

- 5.1 The Management Committee will review this policy at least every 3 years and staff are responsible for ensuring that it meets legal and good practice requirements.

6 Right of Appeal

- 6.1 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. A review will be carried out by members of the Management Committee who may seek the advice of an independent valuer or surveyor appointed for this purpose
- 6.2 A written appeal should be lodged within 28 days of our decision. This should be addressed to

Management Committee Chair
Forth Housing Association
Kildean Business & Enterprise Hub
146 Drip Road
Stirling
FK8 1RW

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

7.0 Equalities

- 7.1 Equality and diversity underpin all our activities and services. When delivering

our services, we never discriminate on the basis of sex or marital status, race, disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions such as religious beliefs or political opinions. Full details of our Equalities Policy can be found on our website www.forthha.org.uk or can be obtained from our office.

8.0 Data Protection - Privacy

- 8.1 We recognise the importance of data protection legislation, including the General Data Protection Regulation, in protecting the rights of individuals in relation to personal information that we may handle, use and disclose about them, whether on computer or in paper format. We will ensure that our practices in the handling, use and disclosure of personal information as part of the processes and procedures outlined in this policy comply fully with data protection legislation. More information is available from our Data Protection Officer

9.0 Availability

- 9.1 This policy is available on our website and can be made available in a number of other languages and other formats on request.

10 Review

- 10.1 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.

Appendix One

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 2 - Equality Impact Assessment Screening Questions

Forth Housing Association Ltd – Alterations and Improvements Policy

Will the implementation of this policy have an impact on any of the following protected characteristics?

- | | | |
|-----------------------------------|------------------------------|--|
| 1. Age | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Disability | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Gender reassignment | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Marriage and Civil Partnership | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5. Pregnancy and Maternity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 6. Race | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Religion or belief | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 8. Sex | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 9. Sexual orientation | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If you have answered 'Yes' to any of these points, please complete a full Equality Impact Assessment. If you have answered 'No', you need take no further action in completing an Equality Impact Assessment

Appendix 3 - Privacy Impact Assessment Screening Questions

Forth Housing Association – Alterations and Improvements Policy

1. A substantial change to an existing policy, process or system that involves personal information
Yes No
2. A new collection of personal information
Yes No
- 3.. A new way of collecting personal information (for example collecting it online)
Yes No
4. A change in the way personal information is stored or secured
Yes No
5. A change to how sensitive information is managed
Yes No
6. Transferring personal information outside the EEA or using a third-party contractor
Yes No
7. A decision to keep personal information for longer than you have previously
Yes No
8. A new use or disclosure of personal information you already hold
Yes No
9. A change of policy that results in people having less access to information you hold about them
Yes No
10. Surveillance, tracking or monitoring of movements, behaviour or communications
Yes No
11. Changes to your premises involving private spaces where clients or customers may disclose their personal information (reception areas, for example)
Yes No

If you have answered 'Yes' to any of these points, please complete a full Privacy Impact Assessment. If you have answered 'No', you need take no further action in completing a Privacy Impact Assessment.