



TENANTS ALTERATIONS AND IMPROVEMENTS

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TENANTS' ALTERATIONS AND IMPROVEMENTS

1. Introduction

This policy describes our arrangements for responding to requests from tenants to carry out alterations or improvements to their property at their own expense, and for dealing with situations where it is discovered that unauthorised alterations or improvements have been carried out.

This policy complies with Performance Standard AS2.1 and will be supported by the following procedures:

- Tenant Alterations and Improvements
- Compensation for Tenants Improvements

This policy also recognises the general implications of the Scottish Social Housing Charter in terms of the Outcome Indicators.

2. Definitions

An 'alteration' is where the tenant:

- (a) alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries;
- (b) replaces an Association 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;
- (c) permanently removes an existing Association fixture or fitting.

An 'improvement' is where the tenant:

- (d) replaces an Association fixture or fitting with one of their own which is clearly of a higher standard or quality;
- (e) installs an item where there is none at present, e.g. a new level access shower;

3. Application

Section 5 of the Tenancy Agreement and the Tenants Handbook advise tenants that they must apply in writing to the Association for permission to carry out an alteration or improvement.

We will comply with the requirements of the Housing (Scotland) Act 2001 and ensure that we reply in writing to a request within 28 calendar days of receiving it, or, if the request is complicated and requires additional time to assess, that we send an interim reply within the 28-day statutory period.

4. Granting permission

In accordance with the Tenancy Agreement Angus will consider tenant applications to make alterations or improvements to the property. Consent to allow the tenant to carry

out such work will not be unreasonably refused. However, approval of applications will be subject to the following conditions:-

- i) Proposed works require to be carried out in a satisfactory manner and to Angus Housing Association's standard.
- ii) All electrical works require to be carried out by an NICEIC registered electrician and relevant certification copied to the Association.
- iii) All gas installations /alterations to be carried out by a Gas Safe registered contractor and relevant documentation forwarded to the Association.
- iv) At the termination of the tenancy the house will be reinstated to its original condition, at the outgoing tenant's expense, should this be requested by the Association.
- v) Any damage to the property caused by the works, or carrying out of them, will be the Tenant's responsibility to make good.
- vi) Where either planning or a Building Warrant are required, the Association will require copies of this documentation before works can start.
- vii) The work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by us.
- viii) The Association will have the right to request a copy of the Tenant's contractor's Public Liability Insurance prior to any work proceeding.

Depending on the type of work proposed, additional conditions or restrictions may be applied to ensure that the works are carried out to the required standard and/or to limit the environmental impact on adjacent properties or areas.

It is important that no verbal permission is given to the tenant ahead of issuing formal paperwork. Although the intentions may well be genuine and helpful, this can lead to situations where advice and information is interpreted inaccurately, leading to disputes.

5. Types of Improvements: (not exhaustive)

5.1 Laminate Flooring

We are aware that laminate flooring remains one of the most popular items that tenants request permission for. It should be understood however, that under no circumstances will we permit laminate flooring within first floor flats, maisonettes or the like, from first floor level and above.

5.2 Amtico/Karndean Flooring

Any requests from Tenants to install or lay Amtico/ Karndean or similar adhesive based floor coverings shall be rejected. These coverings, whilst perhaps aesthetically appealing, are not easily lifted to permit maintenance or repair work, either during tenancy period or at relet.

5.3 Showers and new bathroom installations

Any new showers or sanitary ware must be installed in accordance with Angus Housing Association's specifications and conditions, by a competent person.

A copy will be forwarded to the applicant with the application form or letter of authorisation whichever is appropriate at the time.

Copies of electrical compliance certificates must be forward to the Association.

5.4 Fences

If any tenants wishes to replace fencing, this must generally match within the rest of the estate. The height of the fencing must be in line with existing, or if at the front of the houses in line with planning guidelines. Timbers must be fully treated any fencing must not impede the Association's ability to carry out ongoing maintenance of the estate and the properties.

5.5 Gas Cookers

Tenants who wish to install a new gas cooker, must observe the gas safety regulations and ensure that the installation is carried out by a Gas Safe Contractor. A restraining device must be fitted and in flatted accommodation the burners must have flame suspension.

Ideally, the gas supply pipe to the cooker should be 750mm above the floor level and bayonet connections should be installed vertically.

If the house does not currently have a gas supply or meter, the tenant will be responsible for arranging installation at their own cost

The Association will be responsible for the annual testing of the gas supply pipework to the cooker thereafter.

5.6 Satellite TV

Tenants requesting to fit any Satellite dishes must ensure that they be fixed securely onto the secondary elements of the main structure of building e.g. timber fascia boards, brick walls or specific pads on gables (where available).. They must be located at a suitable position on the rear or gable of the building. Under no circumstance will locating the satellite dish on the front elevation of the building be allowed.

Tenants must ensure that any cables from the dish must enter the building adjacent to the dish and will not be run across any of the external wall finishes or over roofs. At no time is it acceptable to drill the timber window frame to provide a cable route for entry into the building.

The tenants' installer must contact the Association before starting the work and meet the Maintenance Officer, on site, to agree the final position of the dish and the point of entry of the cables. The installer must submit details of their Public Liability Insurance at this meeting.

It will be the responsibility of the tenant to ensure that on termination of your tenancy the satellite dish is removed and damage to the building fabric made good unless otherwise agreed with the Association. Failure to do so may incur a recharge from the Association.

5.7 Sheds

There are various criteria that tenants must satisfy if they wish to erect a shed in their own garden.

The Association appreciates that tenant's garden sizes will vary across different estates. For instance new build schemes in Dundee will normally have huge gardens around 140 square metres. The size of the shed will depend on the dimensions of the garden and will follow the undernoted criteria:-

- a. Garden less than 30 m² – shed no larger than 8' x 6'
- b. Garden greater than 30 m² – shed no larger than 12' x 8'
- c. Any flats with communal garden – no shed permitted, (however this will be subject to terms of any title deeds)
- d. If in doubt about our garden size, please do not hesitate in checking this with your Maintenance Officer.

Shed(s) must be located away from any existing boundary fencing, (at least 1 metre), to allow our contractors to carry out any maintenance painterwork to the fencing. However, the shed must be stained/painted to match the existing fence.

It is important that the tenant understand that they will be expected to remove a shed at the end of their tenancy unless the Association agrees otherwise in advance of the termination date.

Tenants must also ensure that any other necessary permission has been obtained and copies provided to the Association, (i.e. Building Warrant, Planning Permission and Scottish Water if applicable).

6. Refusing permission

We will refuse permission for an alteration or improvement where:

- (a) the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property,
- (b) the proposal will breach planning and/or building regulations,

(c) the likely environmental impact of the proposal is considered to be detrimental to the surrounding area,

Where permission is refused the tenant may submit revised proposals for consideration. The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to our permission. Appeals will be considered in accordance with the Associations Complaints Procedure. Where the Committee upholds the refusal, the tenant will have the right to appeal to the Sheriff Court.

The tenant will have six months from the date of the approved application to arrange an inspection of the work. If the tenant has not contacted the Association within 6 months of the date of the approval, the Association has the right to consider the application as unauthorised and require the tenant to remove the alteration and bring the property back to its original condition at the tenant's expense

7. Responsibility

Angus Housing Association will accept responsibility for the future maintenance and repair of work undertaken by the tenant, only if the work complies with section 4 above.

The alteration or improvement will be maintained by the Association after the initial warranty period or one year (whichever is greater), provided it will not result in unreasonable additional maintenance expenditure by us.

We reserve the right to require the tenant to reinstate the property to its original condition at any time during the remainder of their tenancy, if the terms and conditions of the original permission are not being complied with.

8. Unauthorised Alterations

It is not uncommon for tenants to carry out work within their homes without communicating with the Association. Circumstances and consequences include:

- (a) A tenant who has not applied for our permission before carrying out an alteration or improvement, will normally have to do so retrospectively, once it becomes known that the work has been carried out. The exception to this general rule will be, where it is recognised at the time staff become aware of the work, that permission will not be granted, e.g. because of one of the reasons listed in para. 5 above.
- (b) A tenant who has been refused permission but who proceeds to carry out the work anyway will have to reinstate the property to its original condition as specified above.
- (c) A tenant who has been given permission, but whose work does not meet our standards or conditions, will be required to carry out further work within a reasonable but specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original conditions as specified in para. 4 above. Timescales will be dependent on the nature of the

alteration or improvement and will be at the discretion of the Maintenance Officer.

- (d) Where unauthorised alterations or improvements have been undertaken and Planning Permission or a Building Warrant is required, then the association will insist that the tenant makes a retrospective application and provides the Association with copies of the relevant documentation. Failure to comply could result in Angus Housing Association bringing the property back to its original condition and recharging the tenant for the work undertaken.

In each of the cases in paras.(a) – (d) above we will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in the Association arranging for any work required to be carried out, with the tenant being liable for all the costs incurred

Any unauthorised alteration which constitutes an immediate danger or potential safety hazard, and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk will be rectified immediately by the Association, with the cost of the work recovered from the tenant.

In such cases, the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.

Where necessary, we will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that we have issued the required warnings etc. to the tenant, before legal action is implemented.

9. Information

We will ensure that we publish and make readily available clear, comprehensive information about our procedures for applying for permission to carry out an alteration or improvement, and about our standards and conditions relating to specific categories of work. In particular, the Association will raise awareness of this policy at the start of tenancy as part of the sign up process.

10. Procedures

The Association will ensure that robust procedures are developed to enforce this policy and that staff are trained to enforce the policy effectively

11. Compensation for Improvements

Where appropriate, we will comply with the Housing (Scotland) Act 2001 and consider payment of compensation for improvements that qualify, where we have agreed that the improvement may be left at the end of the tenancy.

The amount of compensation to be paid will be calculated in accordance with current statutory guidance.

12. Implementation of Policy and Policy review

This Policy will be reviewed on the following basis

- (i) Comprehensive planned reviews will be undertaken after 3 years.
- (ii) An interim review will be undertaken to comply with any new legislation or to address a specific issue.