

# Home Improvement Policy

<b>1.0</b>	<b>SCOPE</b>
	<b>Purpose</b>
1.1.	This document sets out whg's policy towards the rights of tenants to carry out alterations and improvements to their home as per legislation and the relevant tenancy agreements.
1.2.	This Policy applies to tenants where their tenancy agreement allows them to request consent or complete alterations and improvements in their home.
1.3.	The Policy does not apply to leaseholders, shared ownership, leaseholders or customers who hold a market rent tenancy.
	<b>Legal and regulatory framework</b>
1.4.	Both the tenancy agreement and The Housing Act 1985 Section 97 to 101 set out the rights of tenants to carry out alterations and improvements to their home, specifically for: <ul style="list-style-type: none"> <li>• Getting consent</li> <li>• The provision of required conditions for consent where appropriate</li> <li>• The power for the landlord to compensate for improvements</li> <li>• Who qualifies for compensation</li> </ul>
1.5.	Consent will not be given where the improvement is deemed a breach of the obligations of the tenancy and the customer cannot satisfy conditions of the tenancy, through making the proposed improvement. This is in accordance with the Housing Act 1985 Section 99 Conditional consent for improvements (4).
1.6.	The right to carry out improvements and the statutory rights of both customers and landlords is laid out within the Tenancy Standard of the Regulator of Social Housing (RSH). The RSH states that registered providers: <p>"1.2.2: shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation."</p>
1.7.	The Home Standard of the RSH states that: <p>1.1 Quality of accommodation</p> <p>Registered Providers shall:</p> <p>(a) ensure that tenants' homes meet the standard set out in section 5 of the Government's Decent Homes Guidance one and continue to maintain their homes to at least this standard.</p>

	(b) meet the standards of design and quality that applied when a home was built, and where required as a condition of the publicly funded financial assistance, if these standards are higher than the Decent Homes Standard.
1.8.	Consent will not be unreasonably withheld and will be given in accordance with gas, fire and building regulations where appropriate, that will include reference to: <ul style="list-style-type: none"> <li>Regulatory Reform (Fire Safety) Order 2005 which requires us to responsibly manage our buildings/assets and to carry out fire risk assessments to develop safe systems of working and is specific to flatted accommodation.</li> <li>Housing Health and Safety Rating System (HHSRS) requires us to ensure we manage risk relating to health and safety identified in our homes.</li> <li>The Homes (Fitness for Human Habitation) Act 2018 requires us to ensure our homes are provided and maintained in a state of fitness for human habitation and connected purposes.</li> </ul>
1.9.	For adaptations and equipment, or any alteration required due to recommendation from an occupational therapist assessment, refer to the Aids and Adaptations Policy.
<b>2.0</b>	<b>POLICY STATEMENT</b>
	<b>Definition</b>
2.1.	The definition of an improvement made by a customer to their home is noted in legislation as: <p>“...any alteration in, or addition to, a dwelling-house, and includes:</p> <ul style="list-style-type: none"> <li>(a) Any addition to or alteration in landlord’s fixtures and fittings,</li> <li>(b) Any addition or alteration connected with the provision of services to the dwelling-house,</li> <li>(c) The erection of a wireless or television aerial, and;</li> <li>(d) The carrying out of external decoration.</li> </ul>
	<b>Scope of Improvements for Consent</b>
2.2.	Planned improvements that customers would like to complete and that <b>do not require consent</b> from whg are set out in appendix 1.
2.3.	Improvements that <b>require consent</b> from whg surveyors in all cases without exception are set out in appendix 2.
2.4.	Improvements that <b>will not be allowed</b> are set out in appendix 3.

	<b>Getting Consent</b>
2.5.	<p>Customers who have the right to alter or improve their home must request whg's consent in writing, stating and/or providing evidence that:</p> <ul style="list-style-type: none"> <li>• Planning consent is obtained where needed and evidenced.</li> <li>• The tradesperson has, and provides, relevant certificates, qualifications and warranty, including adequate public liability certificates, in line with building regulations and British Standards.</li> <li>• The tradesperson carries out the work in a tradesperson like manner and is suitably qualified.</li> <li>• Relevant building and planning certificates must be provided.</li> <li>• Access must be given for inspection on request.</li> <li>• A copy of the specification for work, stating materials to be used, with costs where required – see appendix 2.</li> </ul>
2.6.	whg will not unreasonably withhold consent and we will ensure the customer has every opportunity to provide the relevant documents and/or meet the requirements to get consent from our building surveying team.
2.7.	All customer requests for consent will be considered as required. Agreement or refusal of requests will be communicated to the customer following consideration of the outcome.
	<b>Refusal Reasons</b>
2.8.	<p>The reasons we will refuse consent includes but is not exhaustive of:</p> <ul style="list-style-type: none"> <li>• The alteration or improvement is one where we will refuse consent – see appendix 3.</li> <li>• The improvement will make the property or any other premises less safe for occupiers to live in.</li> <li>• The improvement may cause unnecessary increase in costs for us.</li> <li>• The improvement may affect the price of sale or rent in the future.</li> <li>• The relevant information has not been provided i.e. building regulations, noted in section 2.5 above.</li> <li>• The improvement may affect defects liability on new build properties.</li> <li>• The proposed tradesmen are insufficiently qualified to complete the work.</li> <li>• The materials are inferior to the existing fixtures and fittings and they inhibit sound transference to neighbouring properties, especially in flatted accommodation.</li> <li>• There may be objections from neighbours for the proposed works.</li> <li>• Maintenance costs for us increase.</li> <li>• Any other requirement that is necessary for the health and safety of our customers, visitors, colleagues or contractors who occupy the property and that maintains the standard of our asset.</li> <li>• The request applies to a communal area or space.</li> </ul>

2.9.	We will confirm the reason for refusing consent in writing, stating what is needed to get consent, unless the alteration or improvement is one where consent will not be given – see appendix 3.
	<b>Retrospective Consent</b>
2.10.	If the requirements of the Policy are met, we may issue retrospective consent where we discover improvements that have been completed without consent.
2.11.	Where consent is not given, the customer will be informed of remedial work that is required to achieve consent and a timescale in which to complete it.
2.12.	We will inspect all works completed where retrospective consent is required or requested.
2.13.	If the customer is unable or refuses to complete the work, we will complete the work to our operating standard and recharge the customer for the costs.
2.14.	Whether consent is given or refused, a standard fee of £50 plus VAT for a subsequent inspection required will be included in the charge costs.
	<b>Leaving the home</b>
2.15.	Before a customer leaves the home, and it is found that there are improvements or alterations that have been made without consent, we will inspect the property to: <ul style="list-style-type: none"> <li>• Require the customer to return the property to its former state before leaving; or</li> <li>• Consider completing the work to return the property to its former state and recharge the full costs and expenses to the outgoing customer – see section 2.10 below.</li> </ul>
	<b>Compensation for Improvements</b>
2.16.	We may consider offering customers compensation for the costs of improvements made during the occupancy of their home, after the tenancy ends, only where they have had consent to carry out an improvement or alteration.
2.17.	Compensation may be paid to the tenant, successors of a tenancy, or a joint tenant who was present during the improvement and has lived in the home at the end of the joint tenancy/tenancy.
2.18.	If there was no consent requested or granted for the improvement, compensation will not be paid.

2.19.	Any debts owed to us will be offset prior to final payment of compensation, which will be calculated using the depreciation formula / which will be calculated up to a limit of £3000, noted below.
2.20.	The cost of the improvement, multiplied by the number of years' notional life left, divided by the notional life.
2.21.	For example: a new kitchen costing £5,000 fitted 6 years ago. <ul style="list-style-type: none"> <li>The notional life for a kitchen is 10 years, so there would be 4 years' notional life left. We would work out the compensation to be paid like this:</li> <li><math>(£5,000 \text{ (cost)} \div 10 \text{ (notional life for a kitchen)}) \times 4 \text{ (notional life left)} = £2,000</math></li> </ul>
2.22.	There is an upper limit of £3,000 compensation for any one improvement. We will not pay any compensation if the amount payable is less than £50.
2.23.	Customers must submit a request for compensation no earlier than 28 days before the tenancy ends and no later than 14 days after their tenancy ends.
	<b>Rechargeable Repairs</b>
2.24.	We may recharge the customer for carrying out alterations or improvements in the home where: <ul style="list-style-type: none"> <li>The customer is leaving and did not have consent to carry out the work, and is unable to revert the property to its former state; and/or</li> <li>Retrospective permission has been refused for the improvement or alteration they wish to leave behind; and/or,</li> <li>The alteration or improvement is a risk to health and safety, where we are required to complete the work urgently; and,</li> <li>No access is given to complete inspection and/or works that were pre-arranged. This will be considered as a tenancy breach where no access occurs.</li> </ul>
2.25.	In cases of a joint tenancy, we may recharge the remaining joint tenant if they would have benefited from receiving compensation for the improvement had consent been given.
2.26.	All rechargeable repairs will be managed in accordance with the Recharge Policy.
	<b>Breach of Tenancy Agreement</b>
2.27.	The following will be considered as wilful damage and a breach of tenancy, in accordance with the tenancy agreement:

	<ul style="list-style-type: none"> <li>• Consent has been reasonably refused, and the alteration or improvement has been completed; and/or</li> <li>• The customer has not put the property back to it's former state after retrospective permission has been refused, within given timescales; and/or</li> <li>• Access has been refused for us to complete repairs where any consent was refused.</li> </ul>
2.28.	Non-payment of rechargeable repairs may prevent customers accessing other products, on agreed terms, until the charges are paid in full.
	<b>Tenancy Management - DIY, Wilful Damage and No Access</b>
2.29.	Where there is evidence of wilful damage from do-it-yourself repairs without consent noted in Appendices 1-3, and there is a health and safety issue, we will consider legal remedies to gain access to the property to mitigate any risks, if the risk is to life and limb.
2.30.	Where there is evidence of wilful damage and processes for not unreasonably withholding consent have been exhausted, we may consider legal remedies to repair the damage.
2.31.	If there is no access given by the customer, we may consider legal proceedings to gain action to complete repairs for wilful damage, dependent on the nature and severity of the work required.
<b>3.0</b>	<b>PERFORMANCE MEASURES</b>
3.1.	We aim to complete requests for consent within 42 calendar days of submission of all relevant documents required.
<b>4.0</b>	<b>EQUALITY AND DIVERSITY</b>
4.1	This policy considers the needs of all occupants and shows no evidence of potential for discrimination and all appropriate opportunities to eliminate discrimination, advance equality and foster good relations between groups are taken.
<b>5.0</b>	<b>TRAINING AND DISSEMINATION</b>
5.1.	Current processes ensure the delivery of all Home Maintenance services outlined in the policy are disseminated to appropriate colleagues. We also incorporate policy awareness and training within induction sessions with new starters.

<b>6.0</b>	<b>MONITOR AND REVIEW</b>
6.1	This Policy will be monitored by the Director of Home Maintenance Services and reviewed every three years by the Policy Group and approved by the Customer Service Oversight Committee, unless an earlier review is required due to legislation or regulation change.
<b>7.0</b>	<b>ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES</b>
7.1	<p>Documents, policies and procedures associated with this Policy are:</p> <ul style="list-style-type: none"> <li>• Relevant Tenancy Agreements</li> <li>• Housing Act 1985 Section 97-100</li> <li>• Regulator of Social Housing, Home and Tenancy Standard</li> <li>• Relative terms of the Housing Act 1988</li> <li>• Aids (Equipment) and Adaptations Policy</li> <li>• Recharge Policy</li> <li>• Empty Property (Void lettable standard)</li> <li>• Homes (Fitness For Human Habitation) Act 2018</li> <li>• Repairs and Maintenance Policy</li> <li>• Regulatory Reform (Fire Safety) Order 2005</li> <li>• Housing Health and Safety Rating System (HHSRS)</li> <li>• Building Safety Act 2022</li> </ul>

<b>Document author</b>	Home Maintenance Projects Manager
<b>Document owner</b>	Director of Home Maintenance Service
<b>Legal advice</b>	None
<b>Consultation</b>	Yes, due to the impact on customers.
<b>Approved by</b>	Policy Group 24 March 2023 CSOC May 2023
<b>Review Date</b>	May 2026
<b>Corporate Plan aim</b>	<ul style="list-style-type: none"> <li>• Deliver high quality homes and services for our customers</li> </ul>
<b>Equality Assessment</b>	N/A
<b>Key changes made</b>	<ul style="list-style-type: none"> <li>• Added section 4, 'Equality and Diversity'</li> <li>• Added section 5, 'Training and Dissemination'</li> <li>• Following complaint data review, strengthening of wording on internal decoration to stop people painting their kitchen cabinets etc.</li> </ul>

**Appendix 1 – Improvements that do not require consent from us (except where the property is new build and in defects liability period – they are not allowed)**

<b>Internal</b>	<b>External</b>
Dishwasher/washing machine installation where space exists for one and no alterations are needed to plumb one in	Cable TV/telephone/internet – only underground or using existing cable allowed
Internal non glass door	Ground anchor (used to secure a bike/caravan or similar)
Kitchen door set in house (not a flat) – should be a fire door but is not mandatory	Key safe – care reasons
Smart meters	
Mixer taps	
Water meters	
Window restrictors to the ground floor	
Internal decoration and liability for redecoration as a result of natural settlement. ** this excludes fixtures and fittings, for example, kitchen units and tiled areas	
Picture/shelf/mirror hanging	
Fitted wardrobes	
Curtain rails	



## Appendix 2 – Improvements that require consent from us in all cases

Internal	External
Bathroom upgrades – including electrical fittings	Canopies*
Dishwasher space where space exists but alterations are needed to plumb in	Driveways**
Electric Fire	Electrical Fittings (e.g. lights/CCTV)*
Electric fittings (lights, sockets, burglar alarms, wired smoke alarms, CCTV, any other electrical fitting)	Outside tap
Hearth	Mobility scooter storage*
Kitchen door set (including frame) in a flat (must be a fire door)	New fencing (where no fencing currently or used to exist)*
Kitchen up grades – including electrical fittings	Patios doors and areas*
Laminate floor in any room within the dwelling	Porches**
Showers including electrical fittings	Replace existing fencing with a different type/height (not like for like)**
Loft conversions and insulation***	Satellite dishes (if not in conservation areas and the dish not currently anywhere on a building, and complies with planning requirements**
Extensions to heating systems – radiators only subject to agreement	Sheds – erect in wood (or similar non-permanent structure) Sheds – brick built – demolish only
Insulation (excluding lofts) subject to review	Additional lock to front or back door
	External decoration

\*indicates that 3 quotes are required before making a decision

\*\*requires 3 quotes and planning permission - see <https://www.planningportal.co.uk/> for all planning permission requirements

\*\*\*subject to requirements of the Aids and Adaptations Policy

### **Appendix 3 - Improvements that will be refused in all cases and never allowed**

<b>Internal</b>	<b>External</b>
Dishwasher/washing machine installation where no space exists	Conservatories
Gas central heating installation	Extensions
Gas cooker where no gas pipe exists in the kitchen	External doors
Glazed internal door set	Front door lock – replace thumb turn with internal key lock (only where medical requirement exists i.e. child with medical issues)
Decorating of fixtures and fittings, for example, kitchen units and tiled areas	Metal security gates/grills
Kitchen unit adjustment for non-fitting fridge/freezer where the removal of kitchen units is necessary	Ponds
Knock down/erect internal walls	Satellite dish for a flat in a block containing four or more flats see planning portal above
Laminate on the 1 <sup>st</sup> floor or above for flats	Shed – erect a brick built (or similar permanent structure)
Upgrades to central heating system	Structural s
Loft conversions any flatbed accommodation	Cat flaps
Wood burners or any coal/wood fire that requires chimney/flue cleaning, or an additional flue installation	
Structural changes to walls, floors, ceilings, joists ***	
Any 'lean-to', or similar type structure that is attached the outer fabric of the building	

\*\*\*subject to requirements of the Aids and Adaptations Policy

