



TENANT ALTERATIONS and IMPROVEMENTS POLICY

1.0 INTRODUCTION

- 1.1 It is policy of Almond Housing Association Limited (AHA Ltd.) that if a tenant wishes to carry out an alteration or an improvement to their property then they must, as specified in their Tenancy Agreement, obtain approval in writing before starting any work.
- 1.2 In granting permission, AHA Ltd. will require the tenant to comply with all current statutory regulations and codes of practice etc., together with any standards and specific conditions that we may wish to apply.
- 1.3 In compliance with current statutory regulations, tenants who are giving up their tenancy may be compensated for improvements they have made, subject to certain conditions.
- 1.4 This policy is supported by the following procedures:
 - Tenants Alterations & Improvements
 - Compensation for Improvements

By following current procedures we will ensure that we deal with each application in a systematic, standard and reasonable manner.

2.0 RESPONSIBILITIES

2.1 Board of Management

- To ensure that there is in place a policy on tenant alterations and improvements that complies with current regulations, guidance and good practice.

2.2 Management

- Chief Executive: To ensure that the policy is communicated to all employees and applied consistently.
- Head of Asset Management: To implement the policy and procedures on a day-to-day basis, advising the Board, other Heads of Section and all employees as required on specific matters.

2.3 Employees

- To ensure they have read and understood the policy and procedures, and to implement them as required in the course of their work.

3.0 DEFINITIONS

3.1 An 'alteration' is where the tenant either:

- alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries;
- replaces an AHA Ltd. fixture or fitting with one of their own which in our opinion is approximately of similar quality or standard as the original, e.g. kitchen units or internal doors;
- removes an existing AHA Ltd. fixture or fitting.

3.2 An 'improvement' is where the tenant either:

- replaces an AHA Ltd. fixture or fitting with one of their own which in our opinion is of a higher quality or standard, or
- installs an item where there is none at present, e.g. a new shower;
- extends the floor area of the property in any way, e.g. by adding a conservatory or a porch.

4.0 INFORMATION AND CONSULTATION

4.1 AHA Ltd. will ensure that clear, comprehensive information about the procedures for applying for permission to carry out an alteration or improvement, and about the standards and conditions relating to specific categories of work, is published and made readily available.

4.2 In accordance with AHA Ltd's Equality and Diversity Policy, this information may be made available in alternative forms and in other languages as required.

4.3 AHA Ltd. will consult with tenants and/or their representatives on the content of this policy and the supporting procedures, as well as on the content of the individual information leaflets, guidance notes and standards sheets involved in alterations and improvements.

5.0 GRANTING OR REFUSING PERMISSION

5.1 AHA Ltd. will grant permission for an alteration or improvement subject to certain conditions, including:

- 1) all other necessary approvals (e.g. planning permission or building warrant) will have to be obtained by the tenant and original copies provided before work commences;
- 2) where building warrant is required, the original of the completion certificate will have to be provided after the work has been inspected by a member of Building Control staff;
- 3) all works will have to be carried out to AHA Ltd's current standards, which include a high standard of workmanship;
- 4) where work on gas and/or electricity supplies is involved, the originals of the necessary safety inspection certificates issued on completion of the work will have to be provided;
- 5) any damage caused to AHA Ltd. property as a result of the alteration or improvement will have to be made good at the tenant's expense;
- 6) the alteration or improvement will be maintained to a high standard by the tenant;
- 7) that AHA Ltd. reserves the right to require the tenant to reinstate the property to its existing condition at any time during the tenancy, if the terms and conditions of the original permission are not being complied with.

- 5.2 Depending on the work to be carried out, 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.
- 5.3 AHA Ltd. will refuse permission for an alteration or improvement where:
- 1) the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property; **and/or**
 - 2) the proposal will breach planning or building regulations; **and/or**
 - 3) the likely environmental impact of the proposal is considered to be detrimental to the surrounding area; **and/or**
 - 4) the proposal conflicts with AHA Ltd's sustainability policy.
- 5.4 Where permission has been refused the tenant may submit revised proposals for consideration.

6.0 TENANTS WHO DO NOT APPLY, OR FAIL TO MEET STANDARDS

- 6.1 A tenant who does not apply for written permission before carrying out an alteration or improvement will normally be required to do so retrospectively, once this becomes known.
- The exception will be where it is recognised at the time staff become aware of the alteration that permission will not be granted, even if the tenant does apply retrospectively. In these cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to AHA Ltd's standards and specifications and using appropriately qualified Contractors.
- 6.2 A tenant who has been refused permission as detailed in para. 5.3 but who carries out the work anyway will be required to reinstate the property to its original condition.
- 6.3 A tenant who has been given permission but whose work does not meet AHA Ltd's standards will be required to carry out any further work required, failing which the tenant will be required to reinstate the property to its original condition as specified in para. 6.1 above.
- 6.4 In all of the above cases in paras. 6.1 – 6.3 the tenant will be given a reasonable time within which to comply with AHA Ltd's instructions. Failure to do so will result in AHA Ltd. arranging for any work required to be carried out, with the tenant being held liable for the full costs of reinstating the property to its original condition, or the costs of correcting any defects or damage resulting from the work they have carried out.
- 6.5 In serious cases where AHA Ltd. believes the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or members of the public are at risk, AHA Ltd. will arrange as a matter of urgency for tradesmen to carry out the work. The costs of the works and any other associated costs will be charged to the tenant.
- 6.6 Where necessary AHA Ltd. will take legal action to achieve the required safety standards. It will also be made clear to the tenant that failure to pay any reasonable costs (see para. 6.4) will result in legal action being taken for breach of tenancy conditions.

7.0 APPEALS

7.1 A tenant who has been refused permission to carry out an alteration or improvement, or who is unhappy about any restrictions that have been applied, will have the right to appeal against the decision. Full details are contained in the procedures.

8.0 REVIEW

8.1 The Head of Asset Management will ensure that the Board of Management reviews this policy at least every five years.

FIRST APPROVED IN	APRIL 1999
CURRENT VERSION 3.0 APPROVED IN	APRIL 2013
NEXT REVIEW DUE BY	APRIL 2018