

# HFI Policy

## Tenants' alterations and improvements

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Date Approved: May 2008  
Review date: May 2011

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### **1.0 Introduction**

- 1.1 HFI acknowledges that secure tenants have a legal right to make alterations and improvements to their homes provided that they obtain written permission before they carry out any works. The objective of this policy is to ensure that all requests for improvements or alterations are treated fairly and consistently

### **2.0 Scope**

- 2.1 Secure HFI tenants are covered by this policy, and the related procedure, which outlines:
- how HFI will consider tenant requests to make alterations or improvements to their homes,
  - tenants' responsibilities for seeking all relevant permissions
  - what action HFI will take when alteration work is done without its permission, and
  - how HFI will consider compensation claims at the end of a tenancy for improvements that were approved.

### **2.2 Related documents/procedures**

Satellite dish procedure  
Aids & adaptations procedure  
Mobility scheme  
Recharge policy

### **3.0 Legal Framework**

- 3.1 The main areas of law that are relevant to this policy are:

- the Housing Act 1985 that gives tenants the right to carry out approved alterations and improvements to their homes,
- item 8 of HFI's Conditions of Tenancy which outlines tenants' responsibilities, and
- the Leasehold Reform, Housing and Urban Development Act 1993 which outlines the right to be compensated for certain improvements at the end of a tenancy provided the improvements were started on or after 1 April 1994. Prior to this date a discretionary compensation scheme was in operation.

#### **4.0 Definition of improvement**

4.1 "Improvements\*" are defined as "alterations in, or additions to, a property" including additions or alterations to HFI/the Council's fixtures and fittings, alterations to the services to the property, and the carrying out of external decorations.

4.2 \* wireless or television aerials are covered by a separate policy.

#### **5.0 Types of works**

5.1 Examples of works that would be assessed under this policy include:

- Installing replacement windows or doors.
- Structural works
- Building of extensions or buildings e.g. conservatory
- Building or removing a structure in your garden including shed, greenhouse, wall or fencing.
- Adding, altering or removing any gas, electrical or water services.
- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Felling a tree in the garden.
- Installing a driveway or pavement crossing
- Decorating the outside of the property.

5.2 Please **note** that permission to lay laminate flooring is usually refused unless it is on the ground floor. Permission to lay ceramic flooring is refused unless laid in a kitchen or bathroom that is not above a living room or bedroom.

#### **6.0 Policy**

##### **6.1 HFI responsibilities**

6.1.1 It is HFI's policy to be fair and consistent in considering requests made by tenants to carry out improvements and alterations to their homes. When making decisions HFI will consider any potential concerns for neighbouring homes and also protect its own interest in the property.

- 6.1.2 All decisions will be confirmed in writing.
- 6.1.3 HFI will consider all applications once:
- all appropriate approvals/permissions have been obtained from the relevant department e.g. planning, building consent, listed buildings etc
  - clearance of any rent arrears or other debts owed to, or collected by, HFI on behalf of the council.
- 6.1.4 HFI will not unreasonably withhold consent when tenants make requests to carry out improvements. If consent is unreasonably withheld, it should be treated as being given.
- 6.1.5 HFI will not attach unreasonable conditions to any written permissions. Reasonable conditions include:
- Timescales for completing the requested works e.g. in accordance with guidance provided by the planning department
  - Allowing access to the property within a specified number of days of completing the works
  - Quality of materials that must be used
  - Works must be carried out by a suitably qualified person/contractor
  - Complying with relevant regulations for carrying out works
- 6.1.6 In the event that permission is refused, HFI is not liable for reimbursing tenants for any charges/fees incurred
- 6.1.7 HFI is not liable for any loss or damage of any alterations carried out by the tenant with or without written permission.
- 6.1.8 HFI will not assist with payment towards the cost of carrying out the improvement
- 6.1.9 At the end of their tenancy, HFI will consider all claims for compensation made by tenants who carried out improvements to their homes with our written consent.
- 6.1.10 Rent will not be altered as a result of an improvement; however, certain improvements could have an effect on the value of the property
- 6.1.11 HFI aims to deal with claims for improvement compensation within 28 days of notice being given/claim being received
- 6.1.12 Tenants will be recharged for any repairs that HFI have to carry out if the repairs relate to, or arise from, alterations or improvements
- 6.1.13 HFI will endeavour to make decisions within reasonable timescales.
- 6.1.14 HFI may give retrospective consent in accordance with Section 98(3) of the Housing Act 1985 (see item 6.6.1)

6.1.15 Permission is not considered as given until HFI receives signed and dated copies of relevant letters or documents.

## **6.2 Tenants' responsibilities**

6.2.1 Tenants are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. Tenants can use the application form to make a request.

6.2.2 Tenants are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works. Including:

- Building regulations
- Planning (including conservation areas)
- Listed building permissions
- Gas, electricity or water companies
- Consent to prune or fell a tree

6.2.3 Tenants are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions

6.2.4 Tenants are responsible for paying any fees or charges that arise from seeking the appropriate permissions

6.2.5 Agreed alterations to the property must be completed in a reasonable time, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission.

6.2.6 All electrical work carried out at the premises, with the exception of minor works set out in the electrical Regulation, January 2005, must be installed by a competent electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671).

6.2.7 All works relating to the installation, removal or relocating of a gas appliance must be carried out by a CORGI registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998.

6.2.8 All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006.

6.2.9 All plumbing works must be carried out by a suitably qualified and competent plumber.

6.2.10 For some works, tenants may be required to submit relevant paperwork\* including:

- Three estimates stating the reason for choosing a particular estimate
- Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body, insured to carry out the required work and VAT registered.
- Confirmation in writing from the planning authorities on whether or not planning permission is necessary and that it has been obtained where necessary
- Written proof that approval has been obtained where necessary from the local authority specifications for installations (e.g. central heating)
- Drawings and notes for structural work, prepared by a qualified surveyor or engineer
- Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors etc.

\* A TQO will advise tenants of any further requirements when their application is being considered.

6.2.10 If a tenant intends to restore or reinstate an existing fixture on the termination of their tenancy, the tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate.

6.2.11 Tenants are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works.

6.2.12 Tenants are responsible for repairs relating to the alteration or improvement that they carried out.

6.2.13 If HFI carry out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying for any recharges.

### **6.3 Refusing consent**

6.3.1 Permissions will be refused if the intended work:

- Makes the property unsafe
- Increases HFI's maintenance costs
- Reduces the living space
- Breaches planning, building or conservation area regulations
- Does not comply with relevant regulations, health and safety etc
- Affects any work planned by HFI eg under Decent Homes programme
- Reduces the value of the property
- Appears unsightly or out of keeping with the character of the development or surroundings

- Is likely to be a source of problems to neighbours
- May result in making the property difficult to let in the future
- Restricts access to service points such as stopcocks
- Involves erecting security grilles on doors or windows

6.3.2 **Important:** security grilles can pose a serious access and fire risk and are prohibited from use on HFI/council properties

## 6.4 Responsibility for future maintenance

6.4.1 HFI will not be responsible for maintaining items that have been installed by tenants e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being tenants' fixtures.

6.4.2 At the end of their tenancy, tenants will not be permitted to remove fixtures that are an essential feature of the structure or installations e.g. wiring.

6.4.3 At the end of their tenancy tenants may be instructed to reinstate the property to its original condition.

6.4.4 At any time during the process, tenants may seek advice from the District Valuer by telephoning Contact Islington on: 020 7527 2000.

## 6.5 Appeals

6.5.1 If a tenant is dissatisfied with a condition set or a decision made by the Technical Quality Assurance Team they can ask the Technical Quality Officer/Technical Quality Manager/Technical Quality Assurance Manager (in order of escalation) to reconsider their case. Tenants can also appeal to the County Court if they feel their right to make an improvement or alteration has been unreasonably refused by HFI or if the compensation offered by HFI is too low. In determining whether permission has been unreasonably withheld the court will have regard to the extent to which the improvement would be likely:

- To make the property, or any other premises less safe to occupiers
- To cause HFI/the Council to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the property would fetch if sold on the open market or the rent which HFI/the Council would be able to charge on letting the property.

## 6.6 Unauthorised alterations or improvements

6.6.1 It is a tenancy condition that consent must be obtained in writing before a tenant commences any improvement. If a tenant carries out an improvement without obtaining written permission, HFI may give retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

6.6.2 Further action will be taken if:

- The improvement has already been carried out and the tenant refuses to make an application
- The tenant is refused permission on application and does not reinstate the property to its original condition
- The quality of the workmanship or the materials used are below a required standard.

6.6.3 In these situations HFI may proceed with legal action

## **6.7 Legal action**

6.7.1 If tenants fail to comply with this policy HFI will take appropriate action including:

- applying to the courts
- ordering the removal of an improvement that is a breach of the tenancy conditions
- seeking damages for any costs incurred

## **6.8 Removal of an improvement**

6.8.1 HFI reserves the right to reinstate the property to its original condition if the improvement is unsafe or causing damage to the structure of the property, or any adjoining property. HFI will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant.

6.8.2 If appropriate, HFI will advise tenants that if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.

6.8.3 Further works carried out by HFI to rectify problems will be recharged

## **7.0 Compensation for Tenants' Improvements**

7.1 When their tenancy ends, most council tenants have a right to claim compensation for improvements that they have carried out. A summary of the scheme is as follows:

- The scheme compensates tenants who have carried out improvements on or after 1 April 1994 but leave before they have gained full benefit from their investment.
- HFI **must** have granted permission for the improvement, this includes retrospective consent.
- Compensation is only paid for eligible improvements (see item 7.2) when the tenancy ends.
- The tenant must be a secure tenant at the time of the claim.

- Tenants who exercise the right to buy are **not** eligible as tenants own improvements are taken into account when carrying out the valuation.
- Tenants who lose their tenancy under a court order are **not** eligible.
- Claims can be made up to 28 days before the tenancy ends or 14 days after the tenancy end date. All claims must be made in writing.
- Invoices are required for materials and labour. The tenants' own labour costs are **not** eligible. There is no compensation for planning or professional fees.
- There is a lower limit of £50.00 and an upper limit of £3,000 for compensation payable.
- Any payment due under this scheme can be offset [against any arrears, including former tenant and secondary account debts](#).
- Tenants who are able to remove the improvement at the end of their tenancy and reinstate the original or return the area to its original state are **not** eligible to receive compensation

## 7.2 List of eligible improvements

7.2.1 The following table lists the improvements that tenants can make to their homes at their own cost for which compensation can be claimed at the end of the tenancy. The list also states their average notional life. The improvements may only be made where they do not already exist; and they will not be eligible for compensation if they are carried out as part of HFI's decent homes programme of works.

7.2.2 Taken from the DCLG revised guidance: A Better Deal for Tenants (2007)

<b>Eligible improvement</b>	<b>Notional life</b>
Bath, shower, wash-hand basin, toilet	12 years
Kitchen sink and work surfaces for food preparation	10 years
Storage cupboards in bathroom or kitchen	10 years
Central heating, hot water boilers and other types of heating	12 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft and cavity wall insulation	20 years
Draught proofing external doors or windows	5 years
Double glazing or other external window replacement or secondary glazing	20 years
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15 years
Security measures (excluding burglar alarms)	10 years

### **7.3 Calculation of Compensation**

- 7.3.1 The amount of compensation payable for an eligible improvement is calculated according to the following formula which takes into account wear and tear and depreciation:

$C \times [1 - (Y/N)]$  where:

C = the cost of the improvement.

Y = the age of the improvement in whole years, rounded up.

N = the notional life of the improvement.

- 7.3.2 For example, kitchen cupboards installed 6 years ago at a cost of £1,000 have a notional life of 10 years. Therefore:

divide 6(Y) by 10(N) = 0.6

1 minus 0.6 = 0.4

Then multiply 1,000 by 0.4 = 400.

Therefore the tenant would be reimbursed with £400

### **8.0 Equality and Diversity**

- 8.1 HFI will implement this policy and the related procedure fairly and equally. This policy and the related procedure will undergo a thorough Equality Impact Assessment to identify areas of this service that potentially disadvantage any key groups of customers.
- 8.2 Applications from disabled households will be agreed wherever possible subject to planning and building control regulations etc. and providing the proposed alterations do not have an adverse affect on other residents.

### **9.0 Health and Safety**

- 9.1 When considering a request to make an alteration or improvement to a property the Technical Quality Assurance Team must take into account the health and safety implications of the proposed works. HFI will use the legal powers available to ensure unauthorised alterations that pose a risk to health and safety are corrected or removed as quickly as possible.

### **10.0 Review Period**

- 10.1 This policy and the related procedure will be reviewed every three years or as necessary to ensure they keep up to date with changes in legislation and best practice.