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Policy Name	Alterations and Improvements Policy
Policy Author	Deputy Director
Approved by Sub Committee	N/A
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West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.



HAPPY TO TRANSLATE

Registered with the Scottish Housing Regulator No. 203
Registered Charity No. SCO38737, VAT Registration No. 180223636
Registered society under the Co-operative and Community Benefit Societies Act 2014

1. Introduction

- 1.1 We recognise that tenants sometimes wish to make alterations or improvements to their homes. However, this cannot be done without the prior written approval of the Co-operative.

The Housing (Scotland) Act 2001 states that "*the tenant is not to carry out work, other than internal decoration, in relation to the house without the consent in writing of the landlord, which must not be reasonably withheld.*"

2. Tenancy Agreement

The clauses in the Scottish Secure Tenancy Agreement relating to Alterations and Improvements are as follows:

Clause 5.21 If you want to:

- alter, improve or enlarge the house, fittings or fixtures;
- add new fittings or fixtures (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house;

you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work.

Clause 5.22 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these regulations to make a discretionary payment.

Clause 5.23 If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during or at the end of your tenancy. If we do so, we are entitled to charge you for this work.

3. Policy Aims and Objectives

- 3.1 To be satisfied that all work is carried out by competent and suitably qualified tradespersons and any statutory permissions are obtained where required.
- 3.2 To ensure any alterations or improvements will not incur undue maintenance requirements for WWHC or detract from the future letting of the property.
- 3.3 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 WWHC where appropriate.

4. Permission

- 4.1 Tenants require WWHC's prior written permission and all other necessary local authority approvals, for example, planning permission or building warrants before carrying out any work.
- 4.2 WWHC will not unreasonably withhold our consent, but it will be conditional upon work being carried out to a standard specified by us. This can include reference to materials, workmanship, layout and so on.
- 4.3 WWHC must be satisfied that any proposed alterations will not adversely affect the property, neighbouring properties or tenants.
- 4.4 Applications should be submitted on the form at **Appendix 1**. Responses will normally be issued within 28 days.
- 4.5 WWHC will examine the improvements proposed, and will consent subject to an assessment of the quality of the work, once completed. Tenants will be required to provide receipts for completed work.
- 4.6 Permission will not normally be required to carry out internal decoration.

- 4.7 Certain alterations may be considered improvements. Compensation for such improvements may be considered, as detailed below.

5. Conditions

- 5.1 Any work will require to meet the specified standard in terms of materials, specification, safety and workmanship.
- 5.2 Unreasonable maintenance expenditure will not be involved. Subsequent maintenance must be reasonable. Replacement parts and ongoing maintenance is at the tenant's own expense.
- 5.3 Alterations must not detract from the future letting of the property.
- 5.4 Appropriate consents, building warrants or planning permissions must be in place prior to work commencing.
- 5.5 Work carried out must be in accordance with the consent given.
- 5.6 When a tenancy ends, the alteration (if safe) will either be left or the property reinstated which may be considered a re-chargeable repair.

6. New Build Properties

- 6.1 The following specifics for external areas within new build properties.

Permitted items:

- 6.2 Back Gardens
Erecting sheds; installing play equipment; installing decking; planting; installation of garden furniture. Fence height can be no higher than 6 feet.

Sheds and decking must meet permitted development requirements or planning permission will be required.

- 6.3 Front Gardens
Edgings (no higher than 25cm); planting

Fencing up to a maximum height of 1 meter may be permitted subject to complying with existing style and materials and to the specification of WWHC fencing installed in certain areas within the new build.

Hedges are not normally permitted.

- 6.4 Permission will not be granted for any alterations to new build properties during the defect liability period

7. Right to Compensation for Improvements

The Housing (Scotland) Act 2001 which came into effect on the 30th September 2002, gave all Scottish secure tenants the statutory right to apply for compensation for certain improvement they have carried out to their homes.

The Right to Compensation for Improvements applies to improvements completed on or after 30th September 2002. In relation to any qualifying improvements completed prior to that date, the former WWHC policy will apply.

8. Qualifying Improvements

Certain improvements may be eligible for compensation:

Improvement	Notional Life
Bath or Shower	12 Years
Cavity wall insulation	20 Years
Sound insulation	20 Years
Double glazing/external window replacement	20 Years
Draught proofing of external doors or windows	8 Years
Insulation of pipes, water tank or cylinder	10 Years
Kitchen sink renewal	10 Years
Loft insulation	20 Years
Rewiring/provision of power & lighting or other electrical fixtures including smoke detectors	20 Years

Security measures (not inc, burglar alarms)	15 Years
Space or water heating	12 Years
Storage cupboards (bathroom or kitchen)	10 Years
Thermostatic radiator valves	7 Years
Wash hand basin	12 Years
Watercloset	12 Years
Work surfaces in kitchen	10 Years

Decoration of the property does not qualify under the Right to Compensation for Improvements.

9. Compensation Conditions

- 9.1 In order to qualify for compensation, the tenant must have the written consent of WWHC prior to making the improvement.
- 9.2 Alterations made without WWHC's written consent will not qualify for compensation.
- 9.3 WWHC will not unreasonably withhold permission to carry out an alteration or improvement.
- 9.4 WWHC will examine improvements proposed, and will consent subject to an assessment of the quality of the work, once completed. Tenants will be required to provide receipts for completed work.
- 9.5 Compensation is payable only when the tenancy is ended. Claims must be in writing within the period starting 28 days before and ending 21 days after a tenancy comes to an end with the following information:
- name and address
 - what improvements have been made
 - how much each improvement cost
 - the date the improvements were started and finished

WWHC may require to inspect the improvements.

- 9.6 No compensation will be payable if the property is being repossessed.

9.7 WWHC will offset any monies owed in rent or rechargeable repairs arrears against the compensation, thus reducing the award.

9.8 WWHC must be satisfied that the works are to an appropriate standard before progressing the compensation.

10. Compensation Calculation

10.1 The minimum amount of compensation which can be applied for is £100, with the maximum amount being £4,000.

10.2 WWHC will use the formula outlined in the legislation as follows:

$$C \times 1 - (Y / N)$$

C – the initial cost of the improvement

N – the notional life

Y – the number of years since the improvement was completed (part of year shall be counted as one year)

10.3 The amount calculated by the formula outlined above the amount will normally be paid.

However, this may be altered to reflect the following:

- the cost of the improvement work is considered excessive (reduced)
- the improvement has deteriorated at a greater rate greater than that provided for in the notional life (reduced)
- the improvement effected by the work is of a higher standard than the notional guidelines (increased)

10.4 Compensation will be calculated on the cost of the work to the tenant. It will exclude:

- Any costs attributed to the tenant's own labour
- Any grants received by the tenant towards the cost of the improvement
- The cost of any professional fees paid
- The cost of obtaining planning consent or consent under building regulations

11. Complaints and Appeals

If the tenant is dissatisfied with the compensation calculation, he/she may apply to have this reviewed by the Management Committee. The Management Committee may seek the advice of an independent valuer or surveyor appointed for this purpose.

12. Equalities

We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

13. Review

This policy will be reviewed 3 yearly or sooner if required by legislative or regulatory changes.

Alterations and Improvements

Appendix 1

Application Form

1	Name	
2	Address	
3	Telephone number	
4	Proposed start and end dates	
5	Firms or trades to be employed. Copies of public liability insurances held by any one you employ to do the work to be provided.	
6	Room(s) affected	
7	External area	
8	Description of work (include plans, specifications, materials, quotes)	
9	If the alteration will involve altering or removing existing fittings please give a brief description.	

10	<p>Does the proposed work require Planning Permission and/or a Building Warrant? (You must provide copies of these documents if required prior to any work being carried out)</p>

We may ask you for detailed drawings or sketches if the work is structural or complex.

I understand and accept that no work should be carried out unless and until written permission has been received from West Whitlawburn Housing Co-operative

Tenant(s) Signature:

Date:
