

# ALTERATIONS & IMPROVEMENTS POLICY & PROCEDURES

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Cross Reference:

- Housing (Scotland) Act 2001
- Scottish Secure Tenants  
(Compensation for Improvements) (Scotland)  
Regulations 2002
- 'Raising Standards in Housing'  
A Good Practice Guidance Manual  
Scottish Federation of Housing Associations
- Forth Housing Association  
Scottish Secure Tenancy Agreement
- Forth Housing Association  
End of Tenancy Procedures

## ALTERATIONS & IMPROVEMENTS POLICY AND PROCEDURES

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# FORTH HOUSING ASSOCIATION LIMITED

## ALTERATIONS AND IMPROVEMENTS POLICY & PROCEDURES

### Introduction

The purpose of this document is to set out Forth Housing Association's guiding principles regarding Tenants requests to alter and/or improve their home. The document seeks to set out clearly the Association policy on this matter and provide an explanation of the procedures which Tenants and the Association should adhere to, where responsibility and authority lies at an operational level, who has responsibility for each function and how the system will be administered.

### 1.0 Introduction

1.1 As a Landlord, Forth Housing Association will facilitate tenants' ability to enhance their quality of life, and enable them to enjoy the comfort and security of their homes. Consequently, Forth Housing Association aims to be as accommodating as possible in allowing tenants to make alterations/improvements to their homes.

### 2.0 Alterations and Improvements

2.1 Under the Housing (Scotland) Act 2001, The Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 tenants have the right to undertake alterations and improvements to their home. (Appendix Two). Furthermore, where a tenant has carried out certain *qualifying works* with the consent of the landlord, and met all *qualifying conditions*, they, or other *qualifying persons*, are entitled to be compensated for these works when the tenancy ends.

### 3.0 Qualifying Works/Persons

3.1 *Qualifying Works*. Consist of any installation or replacement of any item detailed in Appendix 1 which was started after the commencement of the Scottish Secure Tenancy on 30<sup>th</sup> September 2002.

3.2 *Qualifying Persons are*

- the tenant who undertook the work
- a joint tenant of the Association which existed at the time the works were carried out
- a tenant who succeeded to the tenancy on the death of the tenant who carried out the work
- the personal representatives of a deceased tenant. This would normally be the deceased solicitor or executor

### 4.0 Landlord's Consent

4.1 Tenants *wishing to carry out any alterations/improvements* must apply in writing to Forth Housing Association seeking permission prior to any works being undertaken.

4.2 *The Technical Services Assistant will send an application form (Appendix One) to the Tenant within three days of receiving their enquiry/written request.*

- 4.2.1 *The Technical Services Assistant shall date and initial the rear page of the application form on the date this is sent to the Tenant.*
- 4.2.2 *Upon receipt of the Tenant's application the Technical Services Assistant shall date and initial the back page.*
- 4.2.3 *Thereafter, within 5 working days, Technical Services Assistant shall check that the application form has been correctly filled in and that all relevant information has been included by the Tenant. Upon completion the Technical Services Assistant shall date and initial the application.*
- 4.2.4 *Where further information is required the Technical Services Assistant shall write to the Tenant requesting that the information be sent to the Association within 5 days of receipt of his letter. Upon completion the Technical Services Assistant shall date and initial the application.*
- 4.2.5 *Upon receipt of the additional information the Technical Services Assistant shall date and initial the application form and process the Tenant's request. The Technical Services Assistant shall liaise with the Technical Services Officer as and when required to successfully process a Tenant's request. Where necessary the Technical Services Officer shall process the Tenant's application.*
- 4.2.6 *When the Technical Services Assistant considers that an inspection of the property would be helpful in processing the Tenant's application this should be arranged within 5 working days of receipt of the Tenant's application. Upon completion the Technical Services Assistant shall date and initial the application form.*
- 4.2.7 Once all relevant information has been received by the Association consideration will be given to the Tenant's request. Subsequently, the Tenant will be advised by letter of the Association's decision. Upon completion the Technical Services Assistant shall date and initial the application form.
- 4.2.8 When the Association approves a Tenant's request three months will be given for the completion of the works. The Technical Services Assistant shall diary the completion date of this work. Should the Tenant fail to contact the Association to advise that the work is complete and ready for inspection by the completion date the Technical Services Assistant shall write to the Tenant, within 5 working days of the expiry of the completion date, to inform the Tenant that he will call to inspect the approved works.
- 4.2.9 Within 5 working days of the of the Post Inspection the Technical Services Assistant shall advise the Tenant in writing, of whether
- (a) The proposed works have been carried out to the Association's satisfaction.
  - (b) There are works/materials which require to be brought up to the standard specified within the Tenant's application form or conditions set out in the Association's letter of consent for the works to progress.
  - (c) The work requires to be reinstated to the original condition by the Tenant at no cost to the Association.
  - (d) The Association will either
    - i. Carry out remedial works to bring the alteration/improvement up to an acceptable standard.
    - ii. Reinstatement the alteration/improvement to its original condition

The Technical Services Assistant shall date and initial the application form.

#### 4.0 Landlord's Consent/cont

4.2.10 Where remedial works are require, a further Post Inspection shall be completed by the Technical Services Assistant and the Tenant advised as 4.2.9 above. However, should the tenant fail to contact the Technical Services Assistant, or, no access is made available for the inspection the Tenant will be informed in writing that they will be

- *Responsible for reinstating/bringing up to the required standard any works completed without the Association's consent*
- *Recharged any costs incurred by the Association in rectifying/reinstating the works undertaken.*
- *Responsible for the up keep and maintenance of the works which they carried out, and*
- *The Association will not be held responsible for any harm or injury caused to anyone within, or damage to the property resulting from works undertaken by the Tenant with out adhering to the Association's Alterations and Improvements Policy and Procedures.*

4.3 *Forth Housing Association will advise the tenant within one month of receipt of their application, provided that all relevant information is provided, as to whether permission is granted or refused; any conditions imposed; and in the case of refusal the reasons for refusal.*

4.4 In cases where Forth Housing Association refuses or places conditions on its consent for improvement works it will take account of:

- the age and condition of the property
- the cost of complying with the condition
- any guidance issued by Scottish Ministers

4.5 Should the Association fail to reply in writing within one month consent will be deemed to have been granted to the tenant.

#### 5.0 Compensation and Payment

5.1 Compensation for improvement works will be calculated on the cost of the works depreciated over the notional life of the improvement as defined in **Appendix Two**. There will be a linear depreciation over the period of the notional life of the improvement.

5.2 However, in cases where the;

- cost of the improvement work was excessive
- improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life of the improvement
- improvement work undertaken is of a higher quality than that which would have been completed by the Association

Forth Housing Association may deduct an appropriate sum from the amount of compensation calculated.

5.3 Alternatively, should the improvement have deteriorated at a rate lower than that provided for in the notional life for that improvement, the Association may increase the sum of compensation.

## 5.0 Compensation and Payment/cont.

- 5.4 Claims for compensation should be made in writing by the qualifying person within the period starting 28 days before and ending 21 days after, the tenancy comes to an end. All claims should be accompanied by receipts, invoices and any other documentation in support of their claim. This will be acknowledged in writing by the Technical Services Assistant within two working days of receipt of the qualifying persons claim.
- 5.5 The Technical Services Assistant shall liaise with the relevant Housing Officer and Finance Assistant to ensure that there is no debt owed to the Association by the qualifying person.
- 5.6 The Technical Services Officer shall advise the qualifying person by letter
- Whether they are entitled to compensation
  - Of any additional information required to calculate/substantiate the payment
  - The amount of compensation which the Association will pay (Appendix Three)
  - Of any debt owed to the Association which will be deducted from the payment
- 5.7 The Technical Services Officer shall e-mail the Finance Officer advising of the qualifying person and amount of compensation to be paid and requesting that a cheque be made out to this effect. Compensation will normally be paid to the qualifying person by cheque within 28 days or a period agreed between the qualifying person and Forth Housing Association.
- 5.8 A maximum payment of £4000 will be paid for each qualifying improvement, but no payment will be made for an improvement if the amount of compensation would be less than £100.
- 5.9 Forth Housing Association will set off against any compensation payment any debt owed to it by the qualifying person.
- 5.10 The Association is not required to make payment in respect of qualifying improvement works
- a) Where the compensation which would otherwise be payable is less than £100.00
  - b) Where the tenancy ends because:
    - i. An order for the recovery of possession was made on any grounds specified in Part 1 of Schedule 2 to the 2001 Act;
    - ii. The property was disposed of under section 14 of the 1987 Act;
    - iii. The property was disposed of under section 65 of the 2001 Act;
    - iv. The right to buy under Part II of the 2001 Act has been exercised; or
    - v. The qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by Forth Housing Association.
- 5.9 Where improvements/alterations works have been carried out without the written consent of Forth Housing Association no compensation will be paid.

## **6.0 Qualifying Conditions**

- 6.1 The tenant must have the written consent of Forth Housing Association for the improvement/alteration works undertaken
- 6.2 The tenant must have all appropriate Building Warrants and planning consent for any approved works.
- 6.3 All works carried out must be in accordance with those approved by Forth Housing Association.
- 6.4 The completed works must not detract from the future letting potential of the property.
- 6.5 Any proposed works should not place an unreasonable level of subsequent maintenance upon Forth Housing Association.
- 6.6 Any proposed works must meet all relevant standards in respect of materials, workmanship, and safety. Furthermore, the manufacturers' recommendations for installation and maintenance must be complied with and the work carried out by a competent person.
- 6.7 All works must be undertaken by a competent person and where applicable, as with gas for example, by a recognised professional having membership of a relevant body, e.g. CORGI.
- 6.8.0 Where a Tenant carries out an improvement/alteration to their home which would otherwise be Forth Housing Association's responsibility the Association will take-over the maintenance if the
- Tenant has adhered to the Alterations and Improvements Policy and Procedures
  - Association has approved their request, the quality of fittings/materials and the standard of work.
- 6.8.1 Where alterations/Improvements have been carried out to a property, either with or without the consent of the Association this will be recorded within the Property File Maintenance/ Note Pad on SDM by the Technical Services Assistant.

## **7.0 Right of Appeal**

- 7.1 Where a tenant is dissatisfied by Forth Housing Association's decision to refuse permission to carry out improvement works, or impose a condition on the proposed works, the tenant may in the first instance appeal this decision.
- 7.2 A written appeal should be lodged within 28 days of the Association's decision. This should be addressed to
- The Director  
Forth Housing Association  
2 Viewfield Place  
Stirling  
FK8 1NQ
- 7.3 Forth Housing Association may review their decision by
- appointing an independent valuer or surveyor who took no part in making the original decision

## **7.0 Right of Appeal/cont.**

- members of the Management Committee who were not present when original decision was made
- the full Management Committee reconsidering its decision.

7.4 The tenant is entitled to make personal representation, and may be accompanied by any representative of their choice, during the appeal process either in writing or orally or both.

7.5 Forth Housing Association will notify the tenant within 28 days of receiving their appeal of either their revised offer or confirmation of the original decision.

7.6 Should the tenant remain aggrieved by Forth Housing Association's decision they may ultimately raise proceedings by summary application to the Sheriff Court

7.7 The Court must, unless it considers that the refusal, or the condition imposed is reasonable, order Forth Housing Association to consent to the application or to withdraw the condition.

## **8.0 Data Protection**

8.1 When implementing the policies and procedures of Forth Housing Association all staff and committee members must adhere to and be aware of the requirements of the Association's approved Confidentiality Policy and the Data Protection Act 1998. In situations where there may be any doubt about the requirements of the Data Protection Act 1998 it is recommended that the Association seeks the views of its legal advisors.

## **9.0 Equal Opportunities**

9.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. Forth Housing Association seeks to avoid all such forms of discrimination by ensuring that there will be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion, social background, disability, marital status, responsibility for children or dependants, gender, age or sexual orientation.

## **10.0 Complaints**

10.1 The Association aims to ensure that the service provided to residents is of the highest quality. If this is not the case, a Complaints Policy and Procedure is established to allow all residents or affected parties to state their grievance. The Scottish Public Services Ombudsman is the final stage of this process.

## **11.0 Review Period**

- 111 This Policy/Procedure will be reviewed five years from the date of approval.
- 11.2 Consideration will also be given periodically to any changes in legislation, good practice or operational changes which may affect the content.

**FORTH HOUSING ASSOCIATION LTD**

**ALTERATION AND IMPROVEMENT**

**APPLICATION FORM**

**Name .....**

**Address.....**

.....

.....

**Telephone Number.....**

## OFFICE USE

	Date	Actioned/Initials
Application Sent to Tenant		
Application Received from Tenant		
Application Checked		
Additional information required?		
Additional information received?		
Visit Required?		
Tenant informed of decision.		
Post Inspection.		
Tenant advised of Post Inspection		
Closure Letter		
<u>Comments</u> <i>(if any)</i>		

**Proposed Alteration/Improvement**

(Please provide a brief description of the location and proposed works to be undertaken)

**Location**.....

**Description of Works**.....

.....  
.....  
.....  
.....  
.....  
.....  
.....

**Materials to be Used**.....

.....  
.....  
.....  
.....  
.....  
.....  
.....

(Please detail who will undertake this work)

Name/of Company.....

Address .....

.....

.....

Telephone Number.....

Please provide a sketch of the **existing** location where you propose to carry out the Alteration/Improvement.

Please provide a sketch of the location showing the proposed alteration/  
Improvement

## Appendix Two

### QUALIFYING IMPROVEMENT WORK AND NOTIONAL LIFE

<u>Item</u>	<u>Notional life in years</u>
Bath or shower	12
Cavity wall insulation	20
Sound insulation	20
Double glazing or other external window replacement or secondary glazing	20
Draught proofing of external doors and windows	8
Insulation of pipes, water tank or cylinder	10
Insulation of mechanical ventilation in bathrooms and kitchens	7
Kitchen sink	10
Loft insulation	20
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	15
Security measures other than burglar alarm systems	10
Space or water heating	12
Storage cupboards in bathroom or kitchen	10
Thermostatic radiator valves	7
Wash hand basin	12
Water closet	12
Work surfaces for food preparation	10

### CALCULATION OF COMPENSATION PAYMENT

$$C \times \left(1 - \frac{Y}{N}\right)$$

Where

C = the cost of the improvement work from which shall be deducted the amount of any grant made -

(i) Under Part XIII of the 1987 Act; and

(ii) Under the Home Energy Efficiency Scheme Regulations 1997

N = the notional life of the improvement effected by the work; and

Y = the number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends and for the purposes of this paragraph part of a year shall be counted as a year

However, in cases where the;

- cost of the improvement work was excessive
- improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life of the improvement
- improvement work undertaken is of a higher quality than that which would have been completed by the Association

Forth Housing Association may deduct an appropriate sum from the amount of compensation calculated.

Alternatively, should the improvement have deteriorated at a rate lower than that provided for in the notional life for that improvement, the Association may increase the sum of compensation.