

Maintenance Services Policies & Procedures



Alterations Policy

1.	Policy Objectives
1.1	At Watford Community Housing (WCH) we understand that customers may, over the length of their tenancy, wish to make alterations to their properties to increase enjoyment of their home.
1.2	The purpose of this Policy is to:- (i) provide a framework to allow customers to carry out reasonable alterations, and (ii) include details as to how permission should be applied for and managed at WCH.
1.3	We will ensure that this Policy is readily available to our customers via our website.
2.	Legislative and Regulatory Requirements
2.1	<u>Legislative</u>
2.1.1	Section 97 of the Housing Act 1985 (App 1) states that secure tenants cannot make any improvement (i.e. alteration or addition) to their home without the landlord's consent which shall not be unreasonably withheld. For non-secure tenants the right to make any alterations or improvements will be governed by the terms of their Tenancy Agreement (see section 2.2).
2.2	<u>Contractual (i.e. Tenancy Agreement)</u>
2.2.1	All of WCH's standard Tenancy Agreements include clauses on tenant alterations and improvements, which can all be found at Appendix 1. All WCH Tenancy Agreements state that tenants must first obtain our written consent for any type of alteration or improvement.
3.	Scope and Definitions
3.1	<u>Scope</u>
3.1.1	This Policy apply to the Neighbourhood Services, Customer Relations and Maintenance Services teams but must be followed by any member of staff asked to deal with a customer's alterations application as part of their duties.
3.1.2	This Policy applies to all WCH general needs tenants, leaseholders and shared owners. These groups are commonly referred to as ' customers ' throughout this Policy. It does not apply to WCH market rent tenants (who do not have the right to make alterations)

3.1.3	<p>nor to WCH general needs tenants within their starter period (who also do not have the right to make alterations under their tenancy).</p> <p>This Policy does not cover aids or adaptations to properties; there is a separate application process in place outlined under the Aids and Adaptations Policy. However, where we reject a customer's application for aids and adaptations we will advise them that can make an application for alteration themselves at their own cost alternatively.</p>
3.2	<p><u>Definitions</u></p>
3.2.1	<p>An 'alteration' is where the customer:-</p> <ul style="list-style-type: none"> • removes or alters any fixture or fitting associated with the property; • replaces a fixture or fitting with one of approximately similar quality; or • removes an existing fixture or fitting.
3.2.2	<p>An 'improvement' is where the customer:</p> <ul style="list-style-type: none"> • replaces a fixture or fitting with their own which is of a similar or higher standard; • installs an item where there is none currently; or • extends the floor area of the property in any way.
	<p>References to 'Alterations' should be deemed to include Improvements throughout this Policy.</p>
3.2.3	<p>Standard Alterations Application: an application for alterations which can be decided without specialist technical input. Examples include applications to erect a fence, or to upgrade the appearance of a kitchen or bathroom and internal non-structural fixtures and fittings.</p>
3.2.4	<p>Complex Alterations Application: an application for alterations which requires specialist technical input from the Head of Maintenance Services and in some cases the Surveying Manager before it can be fully assessed and decided. Examples include applications requiring structural alterations to the property such as changes in layout, electrical and plumbing, removal of load-bearing walls, alterations to the floor, beams or ceiling joists.</p>
4.	<p>Refusing Consent</p>
4.1	<p>We will always refuse permission for an Alteration or Improvement where the alteration(s):</p> <ul style="list-style-type: none"> • are detrimental to the structure and/or long term maintenance of the property; would breach planning and/or building regulations; and/or • would be detrimental the surrounding area or environment; • would make any property less safe for occupiers; • would incur additional cost or expense to WCH; • would reduce the market value of any WCH property.
4.2	<p>Alterations / improvements which will not receive permission from WCH include the following:-</p> <ul style="list-style-type: none"> • Gas boiler replacement; • Extensions; • Loft conversions; and • Construction of conservatories.
4.3	<p>Where permission is refused the customer may submit revised proposals for consideration at their own cost.</p>

4.4	<p>We may refuse an application due to tenancy issues. This may include but is not limited to:</p> <ul style="list-style-type: none"> • Rent arrears; • ASB cases where the applicant is the alleged perpetrator; and • A history of previous alterations being made without WCH consent.
5. Approval Conditions	
5.1	<p>When deciding an application for alterations, the following conditions must be met by the customer and/or by the relevant works : -</p> <ul style="list-style-type: none"> • The works are carried out entirely at the customer's expense (meeting all current and future associated costs including maintenance) and to a standard acceptable to WCH; • The customer uses suitably qualified and competent contractors for all works (eg 'Gas Safe' or NICEIC qualified) and produces relevant safety inspection certificates; • The customer obtains all relevant planning permissions and building regulations consents. Where these are required WCH consent will be conditional upon these being evidenced before works commence. Approval of applications for driveways and dropped kerbs will be given subject to Hertfordshire County Council approving the work; • The proposed alterations will not hinder the future letting of the property; • The works are not generally unsuitable for the property eg repositioning of a room or reducing the number of rooms; • The work does not pose any health and safety risks; • The customer agrees to all necessary inspections by WCH and any other relevant bodies during and on completion of the works; • The customer agrees, where required by WCH, to re-instate the property to its original condition at the end of their tenancy to WCH's satisfaction – this should be brought to their attention within their notice period; • The customer makes good any damage caused to any property as a result of the works; • The customer removes all debris and waste from the site during and on completion of the works and disposes of the same responsibly; and • Any other reasonable condition imposed by WCH in a given application
5.2	<p>All and any conditions set must be clearly outlined in the application decision letter at section 11 below.</p>
5.3	<p><u>CCTV Installation</u></p>
5.3.1	<p>Customers must apply for written permission to install any CCTV cameras in or around their property (including video doorbells) by making an application for alterations in the normal way. As with any application for alteration, the customer must meet the above criteria. However, they must also be made aware of the following in writing before we agree to the alteration:</p> <ul style="list-style-type: none"> - It will be the customer's responsibility to ensure that the CCTV system is installed correctly and appropriately maintained going forward; - The customer will be responsible for all of the information that is recorded by their system including the security of recordings taken, for not transmitting or sharing recordings with 3rd parties in breach of the law, and for not holding recordings for longer than is reasonably necessary in the circumstances;

5.3.2	<ul style="list-style-type: none"> - The customer must ensure the information is not used for any other purpose than legitimately protecting their property. <p>It must be noted that any customer with their own CCTV systems will be acting as a 'data controller' under the General Data Protection Regulation (GDPR) 2016. If any of the recording is outside of the boundary of the property, data protection law will apply and the customer will need to comply with all applicable GDPR requirements including those at 6.3.1 above. If the cameras only record within the boundary of their property, data protection law will not apply. However customers must still apply for WCH permission via the application form at Appendix 2.</p>
6. Alterations Without Consent	
6.1	A customer who does not apply for written permission from WCH before carrying out an alteration or improvement is in breach of their Tenancy Agreement and WCH may in these cases take action up to and including termination of tenancy under appropriate legal advice.
6.2	Reasonable administrative and/or legal costs will be charged to customers in these circumstances.
7. Complaints and Appeals	
7.1	Customers can make a complaint about the way an alterations application has been handled under our Customer Feedback Policy and Procedure. Any complaint would be acknowledged and dealt with from Stage 1 of the Procedure. Where a customer disputes WCH's decision itself, this will be treated as an appeal under this Policy rather than a complaint.
7.2	Appeal
7.2.1	If a customer believes we have unreasonably refused permission to make alterations or improvements, they have the right to appeal the decision. This should be done so in writing and addressed to the Head of Asset and Compliance as a manager not previously involved in the decision-making process. Reasons should be set out in detail, particularly where the customer believes the application has met the criteria at section 6 above.
8. Compensation	
8.1	There is a statutory compensation scheme for certain types of Improvements made by customers. These are broadly restricted to 'Decent Homes' type alterations.
8.2	Compensation is paid by WCH as landlord on a sliding scale, having regard to the original cost and remaining life of the particular element.
8.3	Customers should be advised when making their original application that proof of incurred costs should be retained, to support any later compensation claim submitted. Claims should be made directly to the Head of Asset and Compliance and will be considered in line with the current five year work programme. Further information on Tenant Compensation can be seen at Appendix 11 and within the Tenant Compensation Policy.
9. Monitoring Applications	
9.1	All applications will be recorded and monitored by the Customer Relations Team at each stage of the application process.

10.	Related documents
	<ul style="list-style-type: none"> • Planned Works Policy • Service Standards • Tenant Compensation Policy • Tenant Re-charge Policy • WCH Tenancy Agreement
11.	Appendices
	Appendix 2 – Alterations Application Form Appendix 11 - Tenant Compensation for Property Alterations
12.	Approval
	Approved by : EMT
	Date of approval : 5 November 2019
	Review date : November 2022
	Policy 'owner' Head of Maintenance Services