

ALTERATIONS AND IMPROVEMENT

Introduction

The tenant must first get the Associations written permission prior to carrying out any alterations to the property. The Association will not refuse permission unreasonably. The Association may grant permission with conditions including conditions regarding the standard of the work. When the tenant makes a request to the Association for permission to carry out alterations or improvements etc to the house, we will acknowledge receipt of the written request within 2 working days. Included within the acknowledgement receipt will be the Associations Alterations Request Form to assist residents in providing the information required to allow the application to be considered.

On the receipt of the Alteration form, the Association will respond within 10 working days. When the checking the Alteration form, permission is granted or refused and the tenant is notified in writing. In this reply the Association will inform the tenant if the Association agrees to the proposed alterations, etc and if so, whether the Association has attached any conditions. If the Association refuses the request we will let the tenant know in writing stating the reasons for refusal.

The Association will check and acknowledge applications, and conduct pre and post inspections, for checking the safety of an alteration. The Association will also check the technical specifications of the proposed work, inconvenience to other residents and ensure it will not impact on future lettings.

The Housing Scotland Act 2001 states if we do not reply within one month of the receipt of the tenant's written request, the tenant will take that we have agreed to their request.

In considering applications for improvements the Association shall not unreasonably withhold consent. Tenants will be required to provide full details of the proposed work including scale drawings and a specification of the work planned. Tenants must ensure the work:

- Meets Health & Safety regulations
- Meets current building regulations
- Has planning and building consents (if required)
- Is undertaken by a qualified tradesman

The tenant will require to notify the Association when work is completed so it can be inspected. No work should be carried out until permission is granted.

The tenant will require to agree that they will reinstate the property to its original condition if they leave unless the Association agrees to take over the responsibility for the alteration.

If the tenant is unhappy about our refusal they must follow the Association's Complaints Procedure.

If the tenant has made alterations or improvements with our permission, they may be entitled to compensation at the end of the tenancy under regulations governing such arrangements.

If they 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, their tenancy. If we do so, we are entitled to charge the tenant for this work.

Risk Management

The Association has considered the risks involved in failing to adhere to the procedures when dealing with tenant's alteration. Failure to meet the response times for dealing with alterations properly or in fact failure to respond or inspect alteration may detract from the value of the property or have health and safety implications due to poor workmanship.

With this in mind, Committee are fully aware of the requirements placed upon them in regards to the Associations Tenants Alteration Policy, which is backed with a clear procedure, which is followed by Staff and Committee whenever a tenant's alteration request is submitted.

Alteration Procedure

The procedure document is to provide staff with information and guidance on the operation to the Association's Alteration to Property Policy.

The procedure covers two aspects of Alterations to Property.

Permission to carry out an Alteration
Compensation for the Alteration

The procedures on permission apply to both sharing owners and tenants. The Compensation Scheme procedures will apply to tenants only and is paid at the end of tenancy.

Applying for Permission

Before any improvement to property can be carried out, request for permission must be made in writing to the Association. There is an alteration to property form to assist the resident in providing the information required.

On receipt of the alteration to property form the application is recorded and an acknowledgement letter is sent to the applicant. If further information is required the Maintenance Officer will issue a request for further information and a reminder that work should not be carried out until permission is granted.

Permission or refusal of the application should be issued out within 14 days of receipt of the form; unless there is outstanding information has been requested and awaited from the resident.

No work should be carried out until permission is granted and applicants will be notified of this condition.

There will however be occasions when a resident applies retrospectively for permission for an alteration. The application must be made in writing in the usual way and normal checking procedures will apply.

Checking the Application

The Maintenance Officer checks the following points and highlights any potential problems:

Where the Alteration is to be carried out?

How is the alteration to be carried out?

Will the alteration affect adjacent properties?

Is planning permission or a building warrant required for the works?

The Associations Maintenance Officer will be responsible for ensuring all post-inspections and pre-Inspection of alterations are carried out.

Examples of alterations where permission is not granted:

Removal of an Internal Partition Wall or Any alteration which would affect the internal layout of the property.

The Maintenance Officer will consider all aspects of the application and complete the recommendation on the form along with any conditions to be attached prior to granting permission.

Examples of technical considerations prior to granting permission:

- Will the alteration affect pipe runs to drains, sewers?
- Is there a shared rising main, where work would affect neighbours water supply?
- Are proposed new doors properly fire rated?
- Is proposed new internal glazing correct safety glass specification?
- Is fuse box capacity suitable for electrical alteration/installation?
- Any work to gas fittings/appliances or flues, etc. must be carried out by GAS SAFE registered tradesmen?
- Scottish Power/Water Board must be notified of changes.
- Control of noise levels in the interest of other residents.

The Maintenance Officer will check if the proposed alteration submitted by a tenant will qualify for reimbursement at the end of tenancy, and note the Notional Life on the form. Refer to paragraph on Notional Life.

Throughout the checking and permission process the Maintenance Officer will monitor the progress of the application to ensure that the Association meets the timescale requirements of 14 days.

GRANTING PERMISSION FOR THE ALTERATION

The Maintenance Officer will issue a letter to the resident granting permission for the alteration and stating any conditions attached to the permission and, for tenants indicating that the alteration is eligible for compensation at the end of tenancy. A copy of this letter will be filed with the individual house file for the address concerned.

REFUSAL FOR AN ALTERATION

The Maintenance Officer will recommend a refusal, stating the grounds for refusal on the application form, which is then passed to the Director for a final decision

Grounds For Refusal

- The grounds for refusal must be reasonable and take the following into account:
- The safety of the occupiers of the house or of other adjacent premises.
- Any likely expenditure for the Association
- Any effect on the value of the house or its suitability for future lettings.
- The likely effect of the work on the amount of accommodation provided by the house i.e. reducing a 4 apartment to a 3 apartment by making two bedrooms into one.
- The technical feasibility of the alteration.

The Director will approve the refusal of the application and sign the form returning it to the Maintenance Officer. The Maintenance Officer will send a letter refusing permission for the alteration, stating the reason and giving as much information as possible. A copy of this letter will be filed in the individual house file for the address concerned.

The application form, inspection forms, and letters etc will be filed in the house file.

Residents who have been refused permission can appeal in writing to the Management Committee.

POST INSPECTION OF THE ALTERATION

All alterations will be post inspected following completion of the works. The resident will be requested to notify the Association when the work is ready for inspection. The Maintenance Officer will monitor the forms held and contact the resident 2 months after permission was granted.

The following will be checked:

- The standard of work.
- That all statutory permission was obtained.
- That only approved works were carried out.

Following a satisfactory inspection, the Maintenance Officer will pass the form to the Maintenance assistant to enter details of the alteration onto the Associations computer data base as a permanent record of the alteration.

RIGHT TO COMPENSATION FOR IMPROVEMENTS

As a Scottish Secure Tenant, the tenant may be able to receive compensation from us for improvements, which were made with our permission after 30th September 2002.

Tenants may apply for compensation when the tenancy is coming to an end on the condition that:

Written permission to carry out the improvements was granted;
 Documentary evidence of the cost of the works e.g. bonified receipts are provided;
 and

The tenancy is being terminated

COMPENSATION FOR IMPROVEMENTS

Provided written permission to carry out the improvement was obtained from the Association and agreement was given, compensation can be claimed for the following installations.

| Component | Notional Life |
|--|----------------------|
| Bath or shower | 12 years |
| Wash hand basin | 12 years |
| Toilet | 12 years |
| Kitchen sink | 10 years |
| Storage cupboards in Bathroom or kitchen and Work surfaces for food Preparation | 10 years |
| Insulation of pipes, water Tank or cylinder | 10 years |
| Loft Insulation | 20 years |
| Cavity Wall insulation | 20 years |
| Draught proofing of External doors or windows | 8 years |
| Replacement double glazed Windows | 20 years |
| Re-wiring | 15 years |

The amount of compensation will depend on the length of time between the installation of the improvement and the end of tenancy. Each item of work included in the compensation scheme has a “Notional Life”, that is the lifespan of the component part.

There will however be occasions when a resident applies retrospectively for permission for an alteration. The application must be made in writing in the usual way and normal checking procedures will apply. If the improvement would qualify for compensation, the tenant would require to provide the receipt for the work. The Association will also consider the notional life of the component at the time of the alteration request was submitted i.e. if the alteration request was for the renewal of kitchen units, which was installed 5-years prior to the alteration request, these 5-years will be deducted from the notional life of the improvement.

There are some costs, which cannot be claimed. These are as follows:

- Tenants own DIY or labour costs
- Professional Fees such as Architect
- Planning Permission costs
- Consent costs under the Building Regulations

If an application for compensation is received after the expiry of the Notional Life of the improvement, the tenant will not be eligible for compensation.

The amount of compensation is discounted over the period of Notional Life, less any grant received to carry out the work, and taking into account the number of years Notional Life had left. The minimum contractual payment will be £100 and the maximum £3,000 for any one improvement. No compensation will be paid if the amount of compensation would be less than £100

If any remedial work is necessary the cost is deducted from the compensation claim.

HOW THE CLAIM IS MADE

The claim must be made in writing and can be made 28 days before the actual end of tenancy date or up to 21 days after the tenancy has ended.

The Association will endeavour to settle or refuse the claim within 28 days of the tenancy ending or receipt of the application should it be after the tenancy end date. If the house is purchased under “Right to Buy”, compensation cannot be claimed. Instead the value of the improvement will not be included in the valuation of the house if permission was granted.

Where a tenancy is ended because the Association has taken legal action for recovery of the premises, the tenant shall not receive compensation.

When a tenant dies and the executor ends the tenancy a claim for compensation can be made, with payment going to the deceased tenants estate. Any successor to a tenancy can claim compensation at the end of their tenancy.

Any former tenant debt owed to the Association will be credited with the compensation payment to reduce the balance owing to the Association.

COMPENSATION LEVELS

The levels of compensation for capital investment carried out by tenants will be on a sliding scale according to the remaining lifespan of the improvement and the condition of the improvement at the end of tenancy. The start base for the compensation calculation will be the original invoice for the cost of the works. If the tenant received a grant to help with the improvements, the amount of this grant is taken from the cost of the improvements.

The Association will start with the cost of the improvements provided at the point of the application for approval for the improvements. The Association is entitled to reduce the compensation if we believe the tenant paid too much for the improvement or the specification is higher than it would have been if the Association had done it. Any monies owed to the Association will be deducted from the compensation. (eg arrears or recoverable repairs)

Where a tenancy is ended because the Association has taken legal action for recovery of the tenancy, the tenant is not entitled to receive compensation.