



Alteration & Improvement Policy

Name of Policy	Alteration and Improvement Policy
Responsible Officer	Asset Management Officer
Date approved by Committee	November 2024
Date of next Review	November 2027
Section	Asset Management

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1. **Introduction**

The purpose of this policy is to set guidelines and establish a procedure for carrying out alterations/improvements to Association homes. The establishment of a clearly defined policy will enable the Association to regulate and control all applications to alter or improve houses.

2. **Background**

The Housing (Scotland) Act 2001 affords tenants the right to make alterations and/or improvements to their homes. Tenants may be entitled to receive compensation payments for the alteration/improvement at the end of their tenancy. Both the statutory right to carry out the work and to compensation are also contained within the Scottish secure tenancy agreement (SST), however, the tenant must seek the permission and consent of the Association prior to carrying out any works.

3. **Why do we need a Policy?**

The Association have to maintain accurate records on any alterations or improvements that have taken place in our properties and before permission is granted we have to satisfy ourselves that any alteration or improvement will not:

- 3.1 Contravene local planning regulations.
- 3.2 Contravene Building Control regulations.
- 3.3 Will not have an adverse effect on the aesthetic quality of the development.
- 3.4 Will not nullify the Contractors liability in relation to defects during the defects liability period (*new build*).
- 3.5 Will not nullify our Building Insurance.
- 3.6 Will not detract or reduce the physical amenities of the property.
- 3.7 Will not reduce the value of the property.
- 3.8 Will not unduly or unreasonably impact on neighbours.

4. **Applying for Permission**

A tenant wishing to carry out an alteration or improvement to the property will be required to apply for permission to do so. Permission will be applied by using the appropriate form (appendix (1)). All applications will be considered by the Asset Officer.

A decision on all applications must be processed within 28 days and the Association will reserve the right to ask for additional information where applicable. When such information is required, the start of the 28 day timescale will be the date the revised

information in relation to the application is received.

Permission to carry out alterations/improvements will not be unreasonably refused and where permission is refused the applicants will have the right of appeal to the Director.

5. **Checking the Work**

The tenant will be required to notify the Association on the completion of work which will be checked by the Asset Officer, or in certain circumstances a suitably qualified tradesperson. If the work is not completed in a professional manner or differs from the description of work as recorded in the application form the Association reserve the right to instruct the tenant to reinstate the property to the original condition or to instruct a contractor to complete the work to the required standard with the cost of any such work being charged to the tenant.

6. **Improvements Carried Out Without Permission Being Sought and Granted**

Where improvements or alterations are discovered to have been carried out without permission being applied for the Association will exercise the right to consider the following options.

- 6.1 Instruct tenant to reinstate property to the original condition and make good any defects.
- 6.2 Warn the tenant regarding their conduct and may grant permission retrospectively subject to all conditions being satisfied.
- 6.3 If a tenant is instructed to reinstate the property but refuses to do so the Association may instruct legal proceedings for breach of the tenancy conditions.
- 6.4 If the tenancy has ended, we may instruct works to return the property to its original condition and re-charge for these costs.

7. **Compensation**

Any tenant who carries out any improvements to their home will not be entitled to compensation until the end of the tenancy. In all such cases the improvements must be left intact on the termination of the tenancy or the property reinstated to the original condition. Compensation will be payable within 28 days of the end of the tenancy and in line with the Association's Right to Compensation for Improvement Policy.

8. **Equality and Diversity**

As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.

Kingsridge Cleddans Housing Association

**Request For Permission To Carry Out
Alterations Or Improvements To Property**

NAME

ADDRESS

DETAILS OF ALTERATION/IMPROVEMENT YOU WISH TO CARRY OUT.

(GIVE SKETCH DRAWINGS IF APPROPRIATE, INCLUDING WORK SPECIFICATION)



WHO WILL BE CARRYING OUT THE PROPOSED WORK? (PLEASE INDICATE ✓)

YOU

OR

QUALIFIED TRADESPERSON

➤ **NAME OF PERSON OR COMPANY CARRYING OUT THE WORK**

.....

DATE YOU PROPOSE TO START THE WORK

.....

.....

ESTIMATED COMPLETION DATE

.....

.....

COST OF WORK (please provide receipts)

.....

.....

SIGNED _____

Date _____

POST INSPECTED _____

Date _____