



<b>TECHNICAL</b>
<b>ALTERATIONS &amp; IMPROVEMENTS POLICY</b>
<b>September 2018</b>
<b>September 2023</b>

<b>Policy on :</b>	<b>Alterations and Improvements</b>
<b>Compliant with Charter :</b>	<p>5. Repairs, maintenance and improvements</p> <ul style="list-style-type: none"> <li>• Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.</li> </ul>
<b>Compliant with Tenant Participation Strategy:</b>	No consultation undertaken.
<b>Compliant with Equal Opportunities :</b>	Yes
<b>Compliant with Business Plan :</b>	Yes

<b>Date Approved :</b>	September 2018
<b>Date for Review :</b>	September 2023

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## 1.0 Introduction

1.1 This policy acknowledges the importance tenants place on being able to enhance the quality of their home, and their statutory and contractual rights to do so, with the consent of their landlord.

1.2 The document makes reference to the supporting procedure that sets out how the policy will be implemented at an operational level, who has responsibility for each function and how the system will be administered.

## 2.0 Definitions

2.1 Alterations and improvements are where a tenant wishes to, at their own expense; carry out work inside or outside their home. This could be to replace fixtures and fittings or put up a structure e.g. shed, or fencing or a satellite dish or put down laminate or tiled flooring.

2.2 Adaptation-this term covers the type of work carried out within and around the home to assist someone with an impairment to maximise their independence e.g. ramps for wheelchair users, replacing a bath with a shower, installing handrails etc.

2.2.1 Adaptation work is, currently, grant funded by the Scottish Government and carried out by the Association on receipt of a referral from the Council's Occupational Therapy department. This policy does not cover this type of work. If an alteration request is received that seems appropriate to be done as an Adaptation staff will explain the Social Work referral process to the tenant. But it is the tenants decision whether or not to pursue this avenue.

2.3 Defects Liability Period - the 12 month period after a building has been built or comprehensively rehabilitated during which time the contractor is liable for fixing any defects due to poor workmanship, faulty components etc. Work not carried out by the original contractor may invalidate the warranty.

2.4 EESSH- a Government standard on energy efficiency and carbon emissions that Associations will have to meet for their properties by 2020. Post 2020 further changes are expected to the standard with and a new deadline for compliance.

2.5 Statutory compensation-tenants i.e. 'qualifying persons' may be able to receive compensation from the Association for certain improvements i.e. 'qualifying work', made on or after 30 September 2002. See section 7.

2.6.1 'Qualifying wk' for statutory compensation -see Appendix 1 for details of work.

2.6.2 'Qualifying persons' are:

- the tenant who undertook the work
- a joint tenant 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 representatives e.g. solicitor or executor of a deceased tenant

### 3.0 Responsibility

3.1 The lead section in dealing with permission for alterations and improvements will be the Technical section that will assist tenants with advice and inspect work, liaise with both Housing Management over permissions, and the Finance section over any compensation payments. See the Association's **Alterations and Improvements Procedure**.

3.2 To ensure the Alterations and Improvements Policy is applied consistently and to ensure we provide a quality service for our customers the Association's staff and Board have clearly defined areas of responsibility.

The Technical Assistant (Services) is responsible for:

- Liaising with Technical Officers on identifying where permission should not be given or be withdrawn on Estate Management grounds

The Technical Officers are responsible for:

- Dealing with any request for permission
- Dealing with any resulting rechargeable repair
- Identifying where the granting of permission may create any precedent, or future planned maintenance difficulties
- Dealing with any removal of permission
- Liaising with tenants/signposting Social Work referrals
- Liaising with other sections
- Dealing with any request for compensation
- Updating the Attributes register on CX

The Housing Management section is responsible for:

- Identifying where permission would affect future lettable

The Finance section is responsible for:

- Processing compensation claims

The Technical Manager is responsible for:

- Ensuring compliance with the Alterations and Improvements Policy and Procedure
- Reviewing Policy and procedures

The Board is responsible for:

- Approving Policy
- Exercising control over the activities of the Association
- Hearing Appeals

## **4.0 Landlords Consent**

4.1 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 homes, if they have the written permission of the Association. If the works are qualifying and certain conditions are met the qualifying person is also entitled to compensation when the tenancy ends.

4.2 All applications for alterations/improvement must be made in writing.

4.3 The Association must process the application within one calendar month. If we do not respond in writing within 28 calendar days then, in accordance with our Scottish Secure Tenancy Agreement, permission can be taken to be granted.

4.4 The Association will therefore advise the tenant within 28 calendar days whether permission is granted or refused; any conditions imposed; and in the case of refusal the reasons for refusal.

4.5 The Association will not refuse permission unreasonably, see section 6. We may grant permission with conditions attached, see section 5.

4.6 When the Association approves a Tenant's request, three months will be given for the completion of the works. If not completed, permission will be withdrawn and the tenant will have to reapply.

4.7 On discovery of any unauthorised alterations a decision will be made by the Association whether to give retrospective consent, remove/reinstate unauthorised works or require the tenant to remove /reinstate any alterations. Any additional costs will be recharged to the tenant if appropriate. See our **Recharge Policy**

4.8 The Association may withdraw permission if the improvement or alteration subsequently results in any estate management or anti social problems directly related to it.

## **5.0 Permission Conditions & Standard of Work**

5.1 Any conditions attached to permission should take into account the age and condition of property, and the cost of complying with conditions. The test of the condition must be 'reasonableness'. Conditions should be applied consistently.

5.2 Association staff will offer advice/guidance on proposed works and carry out pre inspections as required. Post inspections are mandatory to ensure that an acceptable standard has been reached. See **Alteration and Improvement Procedures and Recharge Policy**.

5.3 The Association must be satisfied that any proposed alterations will not adversely affect the property, neighbouring properties or tenants.

5.4 The completed works must not detract from the future letting potential of the property.

5.5 All proposed work must comply with legislation and any standards that the Association has to meet e.g. SHQS, EESSH.

5.6 The tenant must have all appropriate Building Warrants and planning consent for any approved works.

5.7 All works carried out must be those approved by the Association. Changes to plans will require the tenant to put in another permission request.

5.8 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. Where applicable, as with gas for example, this will be by a recognised professional having membership of a relevant body, e.g. GAS SAFE

5.9 Any proposed works should not place an unreasonable level of subsequent maintenance upon the Association.

5.10 Where a Tenant carries out an improvement/alteration to their home which would otherwise be our responsibility the Association will take-over the maintenance if the Tenant has a) adhered to the Alterations and Improvements Policy and Procedures and b) the Association has approved their request, the quality of fittings/materials and the standard of work.

5.11 The Association reserves the right to make it a condition of any permission that the property is reinstated to its original condition on termination of tenancy. The reason why this should be the case should be recorded on our computer system in property 'Attributes'.

5.12 If a tenant wishes to reinstate his property/outside space to its condition prior to an authorised improvement/alteration, they must contact the Technical Section prior to taking any action. Their Technical Officer will discuss the proposed action and carry out a visit if this is felt to be required and /or the tenant wishes it. Whether the tenant has to make another application to carry out the alteration will depend on the complexity of the work e.g. removal of laminate would not need any permission.

## **6.0 Refusal of Permission & Right of Appeal**

6.1 If we are unable to get or the tenant is unable to provide information in a reasonable timescale to allow the Association to make a decision within in 28 days then the request will be refused on that basis.

6.2 We have to ensure that we do not allow tenants to do anything that would invalidate the contractor's obligations under the DLP. Consequently restrictions may be placed on the alterations or improvements to the property tenants may wish to carry out during this 12month period. If permission is refused in such a case, the tenant may be advised to re-apply after the expiry of the DLP.

6.3 Where tenants plan to self fund work normally classed as an adaptation and this will result in a material changes to the property, Technical will liaise with Housing Management. A joint decision will be made on whether to give permission. Improving the sustainability of a tenancy should be considered. Advice will be given to the tenant who may not realise that financial assistance may be available via a referral from Social Work.

6.4 The Association may impose conditions to suit local circumstances or particular activities. For example, where a programme exists to install central heating the Association may think it inappropriate to approve the installation of central heating by a tenant.

6.5 Tenants seeking permission to carry out measures under the Governments Green Deal will be refused as the Association would have to take on their payment liability if the property became void. In addition, as the costs are tied to the property and would transfer to the next tenant, this would create a burden on any new tenant and may reduce their ability to sustain their tenancy.

6.6 If the Association refuses permission tenants may, within 28 days of receiving notification of that decision, contact the Association and require it to be reviewed or reconsidered.

6.7 The statutory requirements for the review are that we can review the decision in any of the following ways:

- By appointing an independent valuer or surveyor who took no part in making the original decision
- By referring it to any or all of the Board who were not present when the original decision was made

6.8 The tenant is entitled to make written representation to the person(s) undertaking the review.

6.9 In addition the tenant, accompanied by any representative of their choice, may also make verbal representation to the person(s) undertaking the review.

6.10 The Association will notify the tenant within 20 working days of receiving their appeal of either their revised decision or confirmation of the original decision.

6.11 Should the tenant remain aggrieved by the Association's decision they may then raise proceedings by summary application to the Sheriff Court and the Association would follow the ruling of the Court.

## **7.0 Compensation**

7.1 Only installation or replacement of an item listed in Appendix 1 is eligible for compensation. No other requests for compensation for tenant alterations or improvements will be considered by the Association. We will issue a leaflet to anyone who requests to carry out qualifying work.

7.2 The Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 applies only to work done from 30/9/2002 onwards. If the works qualify and conditions are met the qualifying person is entitled to compensation when the tenancy ends. The Association has 28 days after its receipt to respond to the claim.

### **7.3 Mandatory Conditions**

7.3.1 The tenant must have the written consent of Paisley Housing Association for the improvement/alteration works undertaken

7.3.2 Deadline to apply- 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.

7.3.3 All claims should be accompanied by receipts, invoices and any other documentation in support of their claim. Claims cannot be made for appliances or a tenants own labour in carrying out work.

7.3.4 No payment will be made for an improvement if the amount of compensation would be less than £100.

7.3.5 The Association will set off against any compensation payment any debt owed to it by the qualifying person.

7.3.6 The Association is not required to make payment in respect of qualifying improvement works where the tenancy ends because:

- An order for the recovery of possession was made on any grounds specified in Part 1 of Schedule 2 to the 2001 Act;
- The property was disposed of under section 14 of the 1987 Act;
- The property was disposed of under section 65 of the 2001 Act; or
- The qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by the Association.

## 7.4 Calculation of compensation

7.4.1 Compensation for improvement works will be calculated on the cost of the works depreciated over the notional life of the improvement in accordance with the formula below. There will be a linear depreciation over the period of the notional life of the improvement.

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

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 with part of a year counted as a year

7.4.2 A maximum payment of £4000 will be paid for each qualifying improvement.

7.4.3 However, in cases where the cost of the improvement work was excessive **or** improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life of the improvement **or** improvement work undertaken is of a higher quality than that which would have been completed by the Association then we may deduct an appropriate sum from the amount of compensation calculated.

## 8.0 Information Provision & Retention

8.1 Tenants will be informed when signing for their tenancy of their rights and responsibilities in relation to alterations, improvements and compensation.

8.2 Our Tenants Handbook contains a section on alterations, improvements and compensation. If this document is discontinued information will be on our web site as a download.

8.3 Information is available on our web site and leaflets on the Right to Compensation for Improvements are available from our office.

8.4 Details of permissions granted will be held in the e-property file and, for monitoring purposes, on Attributes in our housing computer system

8.5 For qualifying work details of permissions granted and scanned receipts will be held in the e-property file and, for monitoring purposes, on Attributes in our housing computer system. See below re GDPR.

## **9.0 Data protection/GDPR**

9.1 When implementing the policies and procedures of Paisley Housing Association all staff and Board members must adhere to and be aware of the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679 (“the GDPR”);

9.2 In situations where there may be any doubt about the requirements of the above it is recommended that the Association seeks the views of its legal advisors.

9.3 The Technical section will retain information on alterations carried out to property. It will not retain personal information on the tenant involved beyond the end of a tenancy or the statutory period allowed to claim compensation for improvements at the end of a tenancy,

## **10.0 Equal Opportunities Statement**

10.1 This Policy complies with PHA’s Equal Opportunities Policy and takes account of the Equality Act (2010). PHA recognises its pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

10.2 The Association promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions. See our **Equalities and Diversity Policy**.

## **11.0 Complaints procedure**

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

## **12.0 Review**

12.1 This Policy will be reviewed five years from the date of approval.

12.2 Consideration will be given to any changes in legislation, good practice or operational changes which may affect the content.

## Appendix 1 QUALIFYING IMPROVEMENT WORK AND NOTIONAL LIFE

<b>Item</b>	<b>Notional life in years</b>
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

**PAISLEY HOUSING ASSOCIATION LTD  
ALTERATION AND IMPROVEMENT  
APPLICATION FORM**

**Name:**

**Address:**

**Flat position:**

**Postcode:**

**Telephone Number:**

**E-mail:**

**Give full details of WHAT you want to change or add and WHERE in your home or garden you plan to do the work**

I would like a Technical Officer to visit me to discuss my plans Yes/No

**You have to speak to the Council and check if planning permission or building consent is needed. If so, you need to get this in advance before any work starts.**

I/We have investigated if planning permission or building consent is needed.	
Yes- it is	No- it is not needed
If YES-send us a copy of the approval from the Council.	

Tell us WHO is going to carry out the work	
Yourself	Tradesman
Yes/No	Yes/No
Name of Company	
Its Address	
Its Telephone Number	

Signed .....Tenant      Date.....

Signed.....Joint Tenant      Date.....

<b>OFFICE USE</b>	<b>Date</b>	<b>Actioned/Initials</b>
Application Sent to Tenant		
Application Received from Tenant		
Application Checked		
Additional information required?		
Additional information received?		
Visit Required?		
Post Inspection/leaflet on compensation if applicable .		
Tenant advised of outcome of Post Inspection		
Closure Letter		
Attributes updated		
Only info as per GDPR retained-in property file		
<u>Comments</u> (if any)		

**PAISLEY HOUSING ASSOCIATION LTD  
COMPENSATION FOR IMPROVEMENT  
APPLICATION FORM**

Please note that this applies only to improvements covered by the statutory improvement scheme. The Association does not give compensation for any other work.

**Name:**

**Address of property being given up :**

**Flat position:**

**Postcode:**

**Telephone Number:**

**E-mail:**

**On what date does your tenancy end?**

**Note you can claim up to 28 days before this date. But you must have claimed within 21 days of the Tenancy ending.**

**Your new Address or Address that you want your payment sent to:**

**Flat position:**

**Postcode:**

**Telephone Number:**

**E-mail:**

**PLEASE NOTE : GDPR**

**After this application has been processed your information will not be retained by us.**

<b>Give details of the improvement (s) you are claiming for</b>	<b>Date work completed</b>	<b>Cost (£)</b>
<b>You cannot include the cost of your own labour-only a contractor's time. Include the cost of materials, but not of any appliances e.g. white goods if you have done improvements to your kitchen</b>		

**Did you receive any GRANTS for any of these improvements?**

**Yes /No**

**If yes please give details of what you received.**

Signed .....Tenant      Date.....

Signed.....Joint Tenant      Date.....

**PLEASE REMEMBER THAT YOU MUST ENCLOSE YOUR INVOICES  
AS PROOF OF THE COST OF THE IMPROVEMENT WORKS**

<b>OFFICE USE</b>	<b>Date</b>	<b>Actioned/Initials</b>
Application Sent to Tenant		
Application Received from Tenant		
Application Checked		
Invoice information received?		
Tenant informed of level of compensation		
Any outstanding debts		
Attributes updated		
GDPR- delete tenant info once application processed		
<u>Comments</u> (if any)		

Calculation of compensation and notes by TO