

# **TENANTS IMPROVEMENTS AND ALTERATIONS POLICY**

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## **APPENDICES**

- A** Application to carryout Improvements to your home
- B** Tenants Improvements & Alterations Process

**25. REVISION/REVIEW SHEET**

Issue	Brief Description of Reason for Change	Document Owner	Date Issued
0	Incorporating QCSF comments	Land & Facilities Manager	04-07-12
1	Tenant QCSF amendments	Land & Facilities Manager	20-02-15
2	EMT Amendments	Land & Facilities Manager	15-04-15
3	Opps Committee	Land & Facilities Manager	06-05-15

## **2.0 PURPOSE**

2.1 The purpose of this policy is to have clear management guidelines for dealing with tenants applications for improvements and to ensure that all requests for improvements or alterations are treated fairly and consistently.

## **3.0 INTRODUCTION**

3.1 CCG acknowledges that secure tenants have a legal right to make alterations and improvements to their homes provided that they obtain written permission before they carry out any works and that such works are carried out to an agreed standard.

3.2 All requests for improvements and alterations will be submitted on CCG's standard application form and forwarded for initial vetting to the Director of Customers and Communities. Consideration may be given to refusing the application at the initial stage if the tenant is in arrears of rent and/or involved in any neighbour disputes. Once an application passes this initial screening test it will then be forwarded immediately to the Assets & Investments - Land & Facilities Unit for technical scrutiny and final approval.

## **4.0 SUMMARY OF MAIN CHANGES UNDER THIS REVIEW**

4.1 Policy regarding historic loft conversions has been clarified.

4.2 Policy on vehicular hardstandings has been clarified.

4.3 Policy on the siting of caravans and boats added.

4.4 Policy regarding the installation of Solid and Multi-Fuel appliances clarified.

4.5 Policy on lean-to covered ways added.

4.6 Various minor amendments to the policy.

4.7 Amended application form and process map.

## **5.0 SCOPE**

5.1 CCG's secure tenants are covered by this policy, and the related procedure, which outlines:

- How CCG will consider tenant requests to make alterations or improvements to their homes.
- Tenants' responsibilities for seeking all relevant permissions.
- What action CCG will take when alteration work is done without its permission
- Rechargeable repairs for alterations carried out that are not suitable for the property.
- How CCG will consider compensation for improvements claims at the end of a tenancy for improvements that were approved.

5.2 The policy relates to tenants improvements, but the requirements of the policy will extend also to Preserved Right to Buy (PRTB) properties which require CCG's consent under restrictive covenants. In considering owners proposals under the covenants, consideration will be given to any potential concerns from neighbouring homes and the effect that owners improvements will have on CCG's retained housing stock in general.

### 5.3 Related Policies

- Adaptations Policy
- Rules of Investment
- Policy on Installation of Gas Fires by Tenants
- Allocations Policy
- Re-chargeable Repairs Policy
- Tenancy Agreement
- Standards Policy
- Control of Asbestos Policy
- Rent Arrears Policy
- Assignment of Tenancy an Mutual Exchange Policy

## 6.0 LEGAL FRAMEWORK

6.1 The main areas of law that are relevant to this policy are:

- The Housing Act 1985 that gives tenants the right to carry out approved alterations and improvements to their homes.
- CCG's Conditions of Tenancy which outlines tenants' responsibilities.
- The Leasehold Reform, Housing and Urban Development Act 1993 which outlines the right to be compensated for certain improvements at the end of a tenancy provided the improvements were started on or after 1 April 1994.

## 7.0 DEFINITION OF IMPROVEMENT

7.1 “Improvements” are defined as “alterations in, or additions to, a property” including additions or alterations to CCG’s fixtures and fittings, alterations to the services to the property, and the carrying out of external decorations.

### 7.2 Types of works

Examples of works that would be assessed under this policy include:

- Installing replacement windows or doors.
- Structural works, e.g. altering and removing internal partitions.
- Building of extensions or additions to the building.
- Building or removing a structure in tenant’s gardens including shed, greenhouse, wall or fencing.
- Installation of a heating system
- Adding, altering or removing any gas, electrical or water services.
- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Felling a tree in the garden.
- Installing a driveway or pavement crossing
- Decorating the outside of the property.
- Siting of caravans and boats

The above list is not exhaustive and any other improvements can be considered.

## 8. GENERAL RULES

8.1 **Flooring** - Permission to lay laminate flooring to first floor rooms will be refused where access to under floor services is required (except on medical grounds, e.g. asthma sufferers). Permission to lay ceramic flooring will be refused unless laid in a kitchen or bathroom that is not above a living room.

8.2 **Conservatories** - As a general rule the construction of conservatories or buildings predominantly made of glass will not be permitted. The reason for this is that such structures hinder the maintenance of the original buildings, create difficulties when accessing drains and become an inherited maintenance liability for CCG when the tenancy ends. Approval may be given for the erection of non-permanent conservatories provided they do not infringe on accessibility, and on condition that the tenant is

responsible for its removal at the end of the tenancy. Conservatories will not be eligible improvements under the compensation for improvements scheme.

- 8.3 **Garden sheds and greenhouses** are permitted, but will be limited to one shed per household and generally not exceed 3.0m x 2.4m x 2.5m high (10' x 8' x 8'3" high) in dimension and shall not be attached to any part of the dwelling and shall not interfere with neighbouring light, ventilation, access or washing. Larger sheds may be considered only if the size of the garden permits and appropriate planning consents has been obtained.
- 8.4 **Satellite Dishes and Aerials** may be fixed to walls or free standing poles not exceeding 2.4 m high, but should not interfere with neighbours light, ventilation, access or washing. Satellite dishes and aerials shall not be attached to any part of the roof structure or chimneys. Individual Satellite dishes and aerials will not be permitted to blocks of flats which are serviced by communal satellite and TV systems.
- 8.5 **Garden fences** shall not exceed 2.0m (6'0") high to the rear or side of properties and 1.0m (3'0") high to the front. Front is generally defined as any fencing that projects beyond the front building line. Fences abutting highways may be subject to highways and planning restrictions, therefore tenants will be required to produce evidence of any necessary Local Authority or National Parks consents.
- 8.6 **Front Garden Walls** will only be permitted on estates that are not open plan and the construction of the walls shall be in accordance with CCG's standard design details. Officers discretion shall be used on estates that were originally open plan, but have over the years become less so, also where security and or safety is a major issue.
- 8.7 **Cavity Wall Insulation** will not be permitted as a matter of policy due to a history of CCG properties becoming damp following the installation of this product.
- 8.8 **Meters** - Tenants do not generally require CCG's consent to install or make changes to water meters, gas meters or electric meters, unless such changes involves the re-location of the meters.
- 8.9 **Loft Conversions (Pre 2010)** – Tenants with loft conversions that have been in existence prior to April 2010 without the written approval of the Council will be allowed to continue to use the loft spaces for habitable purposes<sup>1</sup> only if they can demonstrate

<sup>1</sup> Definition of a habitable room as defined in the Building Regulations – “Any room used or intended to be used for sleeping, cooking, living or eating purpose”.

that the use of the space complies with current building regulations and fire safety standards. Tenant who cannot demonstrate compliance with current regulations will be informed not to use the loft spaces for habitable purposes in future and to remove any stairway access to these spaces.

- 8.10 Where pre 2010 loft conversions have been constructed by previous tenant's consideration may be given to CCG's housing maintenance unit in assisting existing tenants with the removal of the stairway and reinstatements.
- 8.11 Properties with purpose built lofts (e.g. 3 storey houses at Ffordd Castell, Maesgerichen) built as part of the original structure is excluded, subject to adequate fire safety considerations being in place. i.e. alarms and a protected means of escape in event of fire.
- 8.12 **Loft Conversions (Post April 2010)** - Will generally not be permitted in CCG's properties, but consideration may be given if professionally drawn plans are produced which demonstrate compliance with all current legislative requirements, e.g. structural, access, fire safety and energy efficiency measures and such plans have been approved by the Local Planning and Building Regulations Departments.
- 8.13 **Loft Conversions (Voids)** – When a property with a loft conversion becomes void, unless the conversion has met the current building regulations and fire safety standards it will be removed and the property will be reverted back to its original layout.
- 8.14 **Vehicular Hardstandings (New)** – Will only be permitted where there is sufficient space within the curtilage of the property to accommodate an average size family car. Hardstandings must be constructed in accordance with CCG's standard specification, as detailed below:
1. Hardstandings may be constructed of concrete, permeable tarmac, flagstones or gravel.
  2. A gravel sub-base to be constructed in consolidated layers to depth of 150mm.
  3. Surfaces to be permeable or free draining to soakaways.
  4. No surface water shall be permitted to drain on to the highway.
  5. Where hardstandings slope down to the highway a suitable drainage channel shall be constructed between the hardstanding and footway crossing.
  6. The sides of the hardstandings to be formed by concrete, stone or timber edging kerbs.
  7. Any opening to the boundary fencing and/or walls must be made good.

8. Where openings are made through brick / masonry walls suitable masonry pillars are to be provided.
  9. Where gates are to be installed they must open inward.
  10. Tenants will be responsible for obtaining a Section 184 (Highways Act 1980) agreement and the construction of the footway crossing must be undertaken by a Streetworks qualified contractor.
  11. The hardstanding shall not be used for parking heavy or commercial vehicles.
- 8.15 **Vehicular Hardstandings (Existing)** – Where tenants have constructed hardstandings without landlords consent retrospective permission may be given if it has been constructed to a reasonable standard and in line with CCG’s specification. Where hardstandings are of a poor quality and do not meet the general requirements of CCG’s specification tenants will be given the opportunity to bring the hardstandings up to the required standards within 60 days at their own expense. If the tenant refuses to bring the work up to the required standards within the required timescale, is unsightly or present a H&S risk then CCG may take action to remove the hardstanding and re-charge the tenant.
- 8.16 **Caravans & Boats** – Tenants will be allowed to park small touring caravans and small boats on trailers (up to 6m) length<sup>2</sup> within the curtilage of their home provided they are kept on suitably constructed hardstandings located min 2m away from the dwelling houses (for fire safety reasons) and that they don’t interfere with their neighbours quiet enjoyment of their home. The siting of static caravans, large boats and any prefabricated dwelling will not be permitted.
- 8.17 **Paving Slabs and Timber Patio Decking** will be permitted, on condition that if access is required to maintain / repair drains and/or underground services, the tenant will be responsible for re-laying the slabs / decking at their own expense.
- 8.18 **Kitchens & Bathrooms** installations will be approved provided they comply with the Welsh Housing Quality Standards and the quality of materials is of equal or better standard than is currently being provided by CCG under its current investment programmes.
- 8.19 **Structural Alterations** will be approved if the work improves the general layout of the property and that such alterations do not make the property difficult to re-let at the end of the tenancy.

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<sup>2</sup> *Boat dimension are relative to the length of the boat and not the trailer*

- 8.20 **Solid & Multi-Fuel Appliances (New)** – As a social housing provider CCG has to conform to very strict health and safety regulations and is obliged to service and test heating systems in all our tenants' homes each year. All of CCG's properties have heating installations that meet WHQS standards, therefore any applications from tenants to install solid fuel or multi-fuel burners will be refused in principle. On Refusal of the installation CCG will offer assistance to any tenants who find themselves suffering with fuel poverty.
- 8.21 **Solid & Multi Fuel Fire (Existing)** - Where tenants have already installed their own solid or multi-fuel fires, unless they have written consent from CCG after 2010 or Gwynedd Council previous to that they will be informed to stop using the fire and to remove it. Any solid fuel or multi fuel fire installed with prior consent will need to be added to CCG's solid fuel servicing & maintenance contract.
- 8.22 **Lean-To Covered Ways (Existing)**– The unauthorised installation of lean-to covered ways between houses and out buildings creates on-going maintenance difficulties for CCG. Tenants that receive improvement works to their properties will be requested to remove the unauthorised lean-to structures before these works commence. If tenants do not carry out this request then CCG will reserve the right to remove the structure themselves in order to facilitate this work.
- 8.23 **Lean-To Covered Ways (New Applications)** – Will only be permitted when the design and construction of the covered way does not interfere with the structural fabric of either the property or the outbuilding and will not interfere with any future upgrade or repair carried out by CCG. If approved the design and construction must achieve building regulation standards. CCG will retain the right to request the amendment or removal of the covered-way if found to impede with future improvements.
- 8.24 **Insurance Cover** - Tenants carrying out improvements and alterations to their homes (or their contractors) shall have suitable insurance cover (up to £2 million) in place to indemnify CCG against any claims, no matter how caused. Evidence of the insurance cover relating to the work shall be provided before consent to undertake the work can be given. Such cover will not be sought for minor DIY improvements.
- 8.25 **Discretionary Decisions** - The above policies are general guidelines to be used in the administration of the tenant improvement applications. Each application will be looked at on its merits and the policy allows some discretion for officers to make decisions outside the policy where there are exceptional circumstances, and subject to the Service Directors approval.

## 9.0 TENANTS RESPONSIBILITIES

- 9.1 Tenants are responsible for requesting permission in writing using CCG's standard application form and for obtaining consent in writing before beginning any works.
- 9.2 Tenants are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works. Including:
- Building Regulations
  - Planning (including conservation areas)
  - Listed building permissions
  - Gas, electricity or water companies
  - Consent to prune or fell a tree
  - Construction (Design and management) Regulations 2015
- 9.3 The new CDM 2015 regulations now apply to domestic premises. Any works lasting longer than 30 working days and have more than 20 workers working simultaneously at any point in the project, or works that exceed 500 person days will be notifiable under the CDM regulations. Domestic client duties will automatically transfer to the contractor in control of the construction phase, but CCG will have a responsibility to ensure that the contractor working on its property is competent. In the event that works do become notifiable tenants will only be allowed to employ contractors who have been vetted and approved by CCG's under its competent contractor scheme.
- 9.4 Tenants are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions.
- 9.5 Tenants are responsible for paying any fees or charges that arise from seeking the appropriate permissions.
- 9.6 Agreed alterations to the property must be completed in a reasonable time, by a competent contractor and to an appropriate standard of workmanship in accordance with other conditions contained in the written permission.
- 9.7 All electrical work carried out at the premises must be installed by a competent electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671). The tenant will supply CCG with a certificate of compliance. No electrical

installation work will be permitted within outbuildings unless both the outbuildings and the associated electrical installations meet current building regulations standards.

- 9.8 All works relating to the installation, removal or relocating of a gas appliance must be carried out by a Gas Safe registered engineer in accordance with the latest edition of the Gas Safety (Installation and Use) Regulations as stipulated in the “Installation of Gas Appliances by Tenants Policy”. The tenant will supply CCG with a certificate of compliance.
- 9.9 All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the latest edition of the Control of Asbestos Regulations (CAR). Prior to any work commencing, the tenant will supply CCG with the name of the reputable builder appointed to carry out the work and ensure that its operatives have recently carried out asbestos awareness training.
- 9.10 Where appropriate, tenants may seek information on the presence of asbestos from CCG, a copy of the asbestos report will be given on request. The tenant must supply CCG with a certificate of clearance for the removal of material containing asbestos by a specialist asbestos removal contractor.
- 9.11 All plumbing works must be carried out by a suitably qualified and competent plumber.
- 9.12 For some works, tenants may be required to submit relevant paperwork, including:
- Estimates stating the reason for choosing a particular estimate (for future compensation claims).
  - Details of the contractor chosen to carry out the work. (With exception to minor DIY improvements, any Contractors that are engaged by tenants to carry out works to their homes must be competent and suitably qualified, for example registered with an appropriate trade body, and insured to carry out the required work).
  - Confirmation in writing from the planning authorities on whether or not planning permission is necessary and that it has been obtained where necessary.
  - Written proof that approval has been obtained where necessary from the local authority specifications for installations (e.g. central heating)
  - Drawings and notes for structural work, prepared by a qualified architect, surveyor or engineer.
  - Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors etc.

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- 9.13 If a tenant intends to restore or reinstate an existing fixture on the termination of their tenancy, the tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate.
- 9.14 Tenants are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works.
- 9.15 Tenants are responsible for repairs relating to the alteration or improvement that they carried out, but not for repairs or improvements provided by previous tenants.
- 9.16 If CCG carries out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying for any recharges.
- 9.17 Failure to seek CCG's consent or to comply with conditions that are applied to an approval shall be a breach of the tenant's obligations under the tenancy agreement.

## **10. CCG RESPONSIBILITIES**

- 10.1 CCG's aim is to be fair and consistent in considering requests made by tenants to carry out improvements and alterations to their homes. When making decisions CCG will consider any potential concerns for neighbouring homes and also protect its own interest in the property.
- 10.2 Tenants will be required to complete a tenant's improvement application form and all decisions will be confirmed in writing.
- 10.3 CCG will formally consider all applications after:
- All appropriate statutory approvals / permissions have been obtained, e.g. planning, building consent, listed buildings etc.
  - Clearance of any rent arrears or other debts owed to, or collected by CCG.
- 10.4 At the request of the tenant CCG's officers will informally discuss ideas with them prior to them making any statutory applications and will provide advice, as necessary.
- 10.5 CCG will not unreasonably withhold consent when tenants make requests to carry out improvements. However, improvements must be appropriate to the type of property.

- 10.6 CCG will not attach unreasonable conditions to any written permissions. Reasonable conditions include:
- Giving timescales for completing the requested works.
  - Allowing access to the property within a specified number of days of completing the works.
  - Quality of materials that must be used.
  - Works must be carried out by a suitably qualified person/contractor.
  - Complying with relevant regulations and standards for carrying out works.
- 10.7 In the event that permission is refused, CCG will not be liable for reimbursing tenants for any charges/fees incurred.
- 10.8 CCG will not be liable for any loss or damage of any alterations carried out by the tenant, with or without written permission.
- 10.9 CCG will not assist with payment towards the cost of carrying out tenant improvements, except when carried out at the same time as WHQS improvements, are affordable in the context of the WHQS business plan and makes the property more desirable for re-letting at the end of the tenancy (refer to para 10.1) .
- 10.10 At the end of the tenancy, CCG will consider all eligible claims for compensation made by tenants who carried out improvements to their homes with written consent. A list of eligible improvements and the method of calculating the amount of compensation payable is described in more detail under section 17.
- 10.11 Rent will not be altered as a result of an improvement except if there is an addition of a bedroom which affects the standard rent for that property type. However, certain alterations could have an adverse effect on the value of the property, e.g. by reducing number of bedrooms and such alterations will not be approved.
- 10.12 CCG aims to deal with applications for improvement compensation within 28 days of notice being received. Such applications can only be made when the tenancy ends.
- 10.13 Tenants will be recharged for any repairs that CCG have to carry out if the repairs relate to, or arise from, the tenant's alterations or improvements.
- 10.14 CCG will endeavour to make decisions within reasonable timescales.

10.15 CCG may give retrospective consent in accordance with Section 98(3) of the Housing Act 1985.

## **11.0 REFUSING CONSENT**

11.1 Permissions will be refused if the intended work:

- Makes the property unsafe
- Increases CCG's maintenance costs
- Reduces the living space or number of bedrooms
- Breaches planning, building or conservation area regulations
- Does not comply with relevant regulations, health and safety etc
- Affects any work planned by CCG under the WHQS programme
- Compromises the WHQS minimum requirements standards
- Reduces the value of the property
- Appears unsightly or out of keeping with the character of the development or surroundings
- Is likely to be a source of problems to neighbours
- May result in making the property difficult to let in the future
- Restricts access to service points such as stopcocks

## **12.0 RESPONSIBILITY FOR FUTURE MAINTENANCE**

12.1 CCG will not be responsible for maintaining items that have been installed by tenants e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being tenants' fixtures.

12.2 At the end of their tenancy, tenants will not be permitted to remove fixtures that are an essential feature of the structure or installations e.g. wiring.

12.3 At the end of their tenancy, tenants may be instructed to reinstate the property to its original condition, especially if the alterations carried out are not suitable for the designated use of that property. For example, if the property is designated for family use, as opposed to being designated as an adapted property, then reinstatement of any adapted sanitary equipment may be necessary, e.g. if a level access shower has been installed it would be expected that the tenant re-installs the bath to its original condition at the end of the tenancy. However, if the property is designated as an "adapted property" and is to be re-let on this basis, then reinstatement would not be necessary.

12.4 Should tenants refuse to reinstate the properties back to their original situation at the end of the tenancy, or is unable to remedy the works themselves, CCG may undertake the works on the tenants behalf and re-charge in line with the Re-chargeable Repairs Policy.

### **13.0 TENANT IMPROVEMENTS AS PART OF WHQS WORKS**

13.1 Tenants who request additional improvements or adaptation at the same time as the WHQS investment works will need to discuss the extent of the works with the Delivery Managers responsible for the programme. Such improvements will only be supported if the work is affordable within the context of the WHQS business plan. Works that are not affordable may be undertaken on the tenant's behalf on a re-chargeable basis. If agreements cannot be reached Tenants may ask for their requests to be reviewed by the Land & Facilities Unit under the tenant improvement and alterations policy.

### **14.0 UNAUTHORISED ALTERATIONS & IMPROVEMENTS**

14.1 It is a tenancy condition that consent must be obtained in writing before a tenant commences any improvement. If a tenant carries out an improvement without obtaining written permission, CCG may give retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

14.2 Tenancy enforcement action will be taken if:

- The improvement has already been carried out and the tenant refuses to make an application.
- The tenant is refused permission on application and does not reinstate the property to its original condition .
- The qualities of the workmanship or the materials used are below a required standard, e.g. where work is incomplete, or of an amateurish standard or where inappropriate materials have been used.

14.3 In these situations CCG may undertake the work and re-charge the tenant, or alternatively legal action may need to be instigated.

14.4 Where an unauthorised alteration prevents CCG from implementing its WHQS improvement programme effectively, the tenant will be required to reinstate or complete the works to a satisfactory standard within 30 days of being notified by the WHQS teams.

Failure to respond within the time stipulated will lead to tenancy enforcement and / or legal action.

14.5 Any unauthorised tenant improvements carried out prior to 10<sup>th</sup> April 2010 will be deemed as permitted works and will be exempt from enforcement action.

## 15.0 REMOVAL OF AN IMPROVEMENT

15.1 CCG reserves the right to reinstate the property to its original condition if the alteration prevents the house being brought up to WHQS standards, is unsafe, or causing damage to the structure of the property, or adjoining property. CCG will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant.

15.2 If appropriate, CCG will advise tenants that if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.

15.3 Further works carried out by CCG to rectify problems will be recharged.

## 16.0 LEGAL ACTION

16.1 If tenants fail to comply with this policy CCG will take appropriate action including:

Applying to the Courts in respect of: -

- Ordering the removal of an improvement that is a breach of the tenancy conditions
- Seeking damages for any costs incurred
- Seek possession of the property

## 17.0 TENANTS COMPENSATION FOR IMPROVEMENTS

17.1 When the tenancy ends, CCG tenants have a right to claim compensation for improvements that they have carried out. A summary of the scheme is as follows:

- The scheme compensates tenants who have carried out improvements on or after 1 April 1994 but leave before they have gained full benefit from their investment.
- CCG **must** have granted permission for the improvement, this includes retrospective consent.

- Compensation is only paid for eligible improvements (see item 15.2) when the tenancy ends.
- The tenant must be a secure tenant at the time of the claim.
- Tenants who exercise the right to buy are **not** eligible as tenant's own improvements are taken into account when carrying out the valuation.
- Tenants who lose their tenancy under a court order are **not** eligible.
- Claims can be made up to 28 days before the tenancy ends or 14 days after the tenancy end date. All claims must be made in writing.
- Invoices are required for materials and labour. The tenants' own labour costs are **not** eligible. There is no compensation for planning or professional fees.
- There is a lower limit of £50.00 and an upper limit of £3,000 for compensation payable.
- Any payment due under this scheme can be offset against any arrears, including former tenant and secondary account debts.
- Tenants who are able to remove the improvement at the end of their tenancy and reinstate the original or return the area to its original state are **not** eligible to receive compensation.

## 17.2 List of eligible improvements

17.2.1 The following table lists the improvements that tenants can make to their homes at their own cost for which compensation can be claimed at the end of the tenancy. The list also states their average notional life. The improvements may only be made where they do not already exist; and they will not be eligible for compensation if they are carried out as part of the WHQS programme of works.

17.2.2 The following list is taken from the Department of Communities & Local Government revised guidance: A Better Deal for Tenants (2007).

Eligible improvement	Notional life
Bath, shower, wash-hand basin, toilet	12 years
Kitchen sink and work surfaces for food preparation	10 years
Storage cupboards in bathroom or kitchen	10 years
Central heating, hot water boilers and other types of heating	12 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft and cavity wall insulation	20 years
Draught proofing external doors or windows	5 years

Double glazing or other external window replacement or secondary glazing	20 years
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15 years
Security measures (excluding burglar alarms)	10 years

### 17.3 CALCULATION OF COMPENSATION

The amount of compensation payable is calculated according to the following formula, which takes into account wear and tear and depreciation.

$$C \times (1 - Y/N)$$

**C** = original cost of the improvement.

**Y** = number of complete years the improvement has been in place (with part of a year being rounded up to a complete year) starting on the date the improvement was completed and ending on the date the compensation is claimed.

**N** = the notional life of the improvement.

### 18.0 PROBATIONARY TENANCY RULE

18.1 Tenants do not have the right to improve their home unless and until their tenancy has become an assured (non-shorthold) tenancy. After that time they may make an application for improvements, alterations and additions to their home in accordance with the requirements of this policy document. As such applications for major improvement and alterations will be refused during the probationary tenancy period.

18.2 Officers discretion will be given to application from probationary tenants to allow them to undertake minor DIY improvements, such as erecting shelving, provision of washing facilities, erection of TV receiving equipment, disabled adaptations, or any improvement that are deemed essential for the tenants needs.

### 19.0 APPEALS

19.1 If a tenant is dissatisfied with a condition set or a decision made by the Land & Facilities Team they can ask for their case to be reconsidered under CCG's complaints and concerns policy.

19.2 Tenants can also appeal to the County Court if they feel their right to make an improvement or alteration has been unreasonably refused by CCG or if the compensation offered by CCG is too low.

19.3 In determining whether permission has been unreasonably withheld the court will have regard to the extent to which the improvement would be likely:

- To make the property, or any other premises less safe to occupiers
- To cause CCG to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the property would fetch if sold on the open market or the rent which CCG would be able to charge on letting the property.

## **20.0 RISK FACTORS**

20.1 Unauthorised tenant improvements may: -

- Incur additional maintenance costs for CCG
- Incur CCG in additional re-let costs when a property becomes void.
- Affect CCG's ability to complete WHQS improvements to a property on time.
- Affect the value of CCG assets.

## **21.0 EQUALITY AND DIVERSITY**

21.1 CCG recognises the needs of a diverse population and always acts within the scope of its own Equality and Diversity Policy. An Assessment of the impact on equalities has been carried out and shows that there is no potential for discrimination.

## **22.0 DEFINITIONS AND ACRONYMS**

- CCG – Cartrefi Cymunedol Gwynedd
- WHQS – Welsh Housing Quality Standards
- PRTB – Preserved Right to Buy
- QCSF – Quality Customer Services Forum
- CDM - Construction (Design and Management) Regulations 2015

## **23.0 REFERENCES**

- Housing Act 1985

- The Leasehold Reform and Urban Development Act 1993
- Tenants Right to Compensation for Improvements Regulations
- Control of Asbestos Regulations 2012
- Control of Asbestos Policy – CCG
- Construction (Design and Management) Regulations 2015

## 24. REVIEW

- 24.1 This procedure will be reviewed every 3 years, or in response to changes in legislation, regulatory guidance, good practice or changes in other relevant CCG policy.