

TENANT ALTERATIONS & IMPROVEMENTS POLICY

1.0 INTRODUCTION

- 1.1 This policy describes how we will respond to requests from tenants to carry out alterations or improvements to their homes.
- 1.2 Clauses 5.20 to 5.22 of our Tenancy Agreement and Section 8 of the Tenant Handbook detail a tenant's right to apply for permission to carry out an alteration or improvement. They also provide information on the right of a tenant to claim compensation for a 'qualifying improvement'.
- 1.3 If a tenant wishes to carry out work in their property they must apply in writing and obtain our permission in writing before starting any work.
- 1.4 This policy is supported by the following procedures:
 - PS24 Tenant alterations & Improvements
 - PS25 Compensation for Improvements

By following our procedures we will ensure that we deal with each application in a systematic, standard and reasonable manner.

- 1.5 This policy complies with Performance Standard AS2.1.

2.0 DEFINITIONS

- 2.1 An 'alteration' is where the tenant:
 - alters, removes or replaces any of the existing building fabric, its grounds or boundaries;
 - replaces a Prospect fixture or fitting with one of their own which is approximately of similar quality or standard as the original, e.g. kitchen units or internal doors;
 - removes without replacing an existing Prospect fixture or fitting.

2.2 An 'improvement' is where the tenant:

- replaces a Prospect fixture or fitting with one of their own which is a higher quality or standard;
- installs an item where there is none at present, e.g. a new shower;
- extends the floor area of the property in any way, e.g. by adding a conservatory or a porch.

3.0 INFORMATION

3.1 We will publish and make readily available clear, comprehensive information about our procedures for applying for permission to carry out an alteration or improvement, and about our standards and conditions relating to specific categories of work.

3.2 In accordance with our Equal Opportunities policy, this information will be made available in alternative forms and in other languages as required.

4.0 GRANTING OR REFUSING PERMISSION

Granting permission

4.1 We will grant permission for an alteration or improvement subject to certain conditions, including:

- a) all other approvals required, e.g. planning consent or building warrant, must be obtained by the tenant and original copies provided to Prospect before work starts;
- b) where a building warrant is required, the original of the completion certificate must be provided after the work has been inspected by a Building Control officer;
- c) all works must be carried out to a high standard of workmanship;
- d) any damage caused to Prospect property as a result of the work must be made good at the tenant's expense;
- e) where appropriate, the alteration or improvement will be regularly maintained to a high standard by the tenant;
- f) Prospect reserves the right to require the tenant to reinstate the property to its former condition at any time at any time.

4.2 Additional conditions or restrictions may be applied to ensure that the works are carried out to the required standard and/or to limit the aesthetic or environmental impact.

Refusing permission

4.3 We will refuse permission for an alteration or improvement where:

- a) the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property;
- b) the proposal will breach planning or building regulations;
- c) the likely aesthetic or environmental impact is considered to be detrimental.

4.4 Where permission has been refused the tenant may submit revised proposals at any time.

5.0 TENANTS WHO DO NOT APPLY, OR FAIL TO MEET STANDARDS

5.1 A tenant who does not apply for written permission before carrying out work will normally be required to do so retrospectively, once this becomes known.

The exception will be where it is recognised at the time staff become aware of the work that permission will not be granted, e.g. because of poor standards etc. In such cases the tenant will be required to reinstate the property at their own cost within a specified timescale, according to our standards and using appropriately qualified Contractors.

5.2 A tenant who has been refused permission as detailed in para. 4.3 above but who carries out the work anyway will be required to reinstate the property to its original condition as specified in para. 5.1 above.

5.3 A tenant who has been given permission but whose work does not meet our standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards etc., failing which the tenant will have to reinstate the property to its original condition as specified in para. 5.1 above.

5.4 In all of the cases in paras. 5.1 – 5.3, unless there is a serious safety issue – see para. 5.5 below - we will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in us arranging for the work to be carried out, with the tenant being liable for the full costs of reinstating the property, or the costs of correcting any defects or damage resulting from the work.

5.5 In serious cases where we believe the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or members of the public are at risk, we will arrange as a matter of urgency for the required work to be carried out. The costs of the work and any other associated costs will be charged to the tenant.

5.6 Full details of the action we will take are given in the ‘Tenant Alterations & Improvements’ procedure.

6.0 COMPLAINTS & APPEALS

6.1 A tenant who is not satisfied with how we have handled their application may submit a complaint in accordance with our Complaints policy and procedure.

6.2 A tenant may appeal against our decision at any stage of the process, as detailed in the ‘Tenant Alterations & Improvements’ procedure.

7.0 IMPLEMENTATION & REVIEW

7.1 The Property Services Manager is responsible for ensuring that this policy is implemented.

7.2 The Property Services Manager will ensure that this policy is reviewed at least every three years and that any amendments required are submitted to the Management Committee for approval.

Reviewed by the Management Committee on: 26 August 2009

Next review due by: August 2012

Signed Date
(Chairperson)