Tendring
District Council

ALTERATIONS AND IMPROVEMENTS POLICY

January 2025

ALTERATIONS AND IMPROVEMENTS POLICY Introduction

Tendring District Council recognises that secure tenants and its leaseholders have a legal right to make alterations and improvements to their homes provided they obtain written permission before any relevant works are carried out.

Tenants are encouraged to respect their homes and keep them in suitable conditions regardless of the length of their tenancy. Some tenants choose to carry out alterations and improvements in their home over and above the repairs needed. This policy sets out to create a standardised procedure for dealing with tenants and leaseholders requests for alterations and improvements both inside and outside of the home to ensure that all requests are treated fairly and consistently. **Purpose of policy**

The purpose of this policy is to:

- Set out the Council's approach to granting permission for tenant and leaseholder alterations and improvements;

- Ensure there are clear guidelines for staff, tenants and leaseholders;

- Ensure alterations and improvements are carried out appropriately, considering environmental impact as well as health and safety requirements: and

- Protect the Council's interest in its properties and safeguard it from anything that may devalue it or reduce its letting potential.

Scope

Secure tenants have a legal right to make alterations and improvements to their homes provided that they request written permission (and gain consent) before they carry out any works. Those tenants with an introductory or temporary non-secure tenancy do not have a legal right to make alterations or improvements. However, there are some circumstances where requests from tenants who have these types of tenancies may be granted permission.

Leaseholders are entitled to make alterations in accordance with the terms and conditions of their lease, provided that they obtain written permission (and gain consent, where it is stipulated in the lease) before they carry out any works.

Legal framework

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

- Section 97 of the Housing Act 1985 (as amended) states that secure tenants are required to obtain their landlord's consent prior to making any alterations or improvements to their property. This defines an improvement as 'any alteration in, or addition to a dwelling house' and includes:

- any addition or alteration to the landlords' fixtures and fittings;
- any addition or alteration connected with the provision of service to the dwelling house; • the erection of wireless or television aerials; and
- carrying out of external decoration.

  The required consent must not be unreasonably withheld and, if unreasonably withheld, shall be treated as having been given.

- The terms and conditions of the Council's Secure and Introductory Tenancy Agreement, which outlines the rights and responsibilities of tenants.

- The terms and conditions of the Council's leases which outline the rights and responsibilities of leaseholders.

- Section 99A of the Housing Act 1985 (as amended) outlines the right for tenants to be compensated for certain improvements at the end of a tenancy subject to specified eligibility criteria.

- The Town and Country Planning Act 1990 (as amended) regulates the development of land in England

- Building Regulations set out what kind of works needs approval and how that approval should be obtained and technical requirements that set the standards that should be achieved by the building work.

The Council's responsibilities

Tendring District Council will be fair and consistent in considering requests made by tenants and leaseholders to carry out alterations and improvements to their homes. When making any decisions, the Council will consider any potential concerns for neighbouring homes and will also protect its own interest in the property. All decisions will be confirmed in writing.

We will ensure that we publish and make readily available clear, comprehensive information about our procedures for applying for permission to carry out any alterations or improvements, as well as about our standards and conditions relating to specific categories of work.

Where required, all tenants and leaseholders should seek permission from the Council, as landlord or lessee, before seeking building control and planning consent. This is to ensure they are not put to unnecessary expense if they are refused permission by the Council in its capacity as landlord.

To enable the Council to consider the applications received, they should be accompanied by relevant details including plans, designs, information from third party providers and other necessary documents as necessary.

The Council cannot refuse reasonable requests for home improvements under the Housing Act 1985, Section 97(1). However, the Council is able to define occasions where alterations and improvements will be refused, usually due to rent arrears or anti-social behaviour. The effect of alterations and improvements on neighbours during works and following the completion of alterations or improvements must also be considered by the Council and applicant. Alterations and improvements carried out without prior permission will be reviewed on an individual basis in compliance with current relevant policies.

On receipt of an application, a check will be made as to whether the tenant or leaseholder requesting the permission has a clear rent account or service charge account to ensure that these financial obligations can be met and are not secondary. Tenants or leaseholders with rent or service charge arrears will be advised that these need to be cleared before permission for any alterations or improvements can be considered, except in exceptional circumstances, for example where the alteration or improvement is required to assist with everyday living.

Tenants who have breached their tenancy agreement and have had formal enforcement action commenced against them in relation to anti-social behaviour or nuisance may not have any applications considered unless the terms of the enforcement action have been complied with.

Reasonable conditions will be attached to any permission granted and these may include:

- A timescales for the completion of the works.

- Allowing access for an inspection to the property (within 21 calendar days) during or after completing the works

- A description of the quality of materials that must be used in accordance with agreed specifications

- That works must be carried out by a suitably qualified person or contractor

- Where requested, certificates, guarantees or warranties must be provided for example, GAS Safe registration details.

- Complying with ALL relevant regulations for carrying out the proposed works

Where permission is refused, the Council will not be liable for reimbursing tenants or leaseholders for any charges, fees or any other costs incurred in connection with the proposed alteration or improvement.

The Council will also not be liable for any loss or damage to any alterations or improvements carried out by the tenant or leaseholder with or without written permission from the Council.

Where any alterations or improvements are carried out by a leaseholder that affects the deeds of the property, the leaseholder will be responsible for any expenditure, including legal and land registry costs associated with regularising the deeds. Variation to the deed may include, for example, granting the Council access via the leaseholder's property for the maintenance of the building as a whole.

The Council will not assist with payment towards the cost of carrying out the alteration or improvement.

Rent will not be reduced or altered as a result of any improvement; even if the improvements has had an effect on the value of the property. However, in certain circumstances where, for example, the property has been extended, the rent level will be reviewed when the property becomes void.

Tenants and leaseholders will be recharged for any repairs that the Council has to carry out if the repairs relate to or arise from any alterations or improvements carried out.

Tenant and leaseholders responsibilities

Tenants and leaseholders are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. This should be done using the online form or a hard copy version, which is available on request.

Tenants and leaseholders will be responsible for clearing any debts owed to the Council in the form of rent arrears, service charge arrears or court costs prior to their request receiving consideration.

Tenants and leaseholders 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

Tenants and leaseholders are responsible for paying any fees or charges that arise from seeking the appropriate permissions.

Tenants and leaseholders 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 their tenancy or lease conditions.

All electrical work carried out at the premises must be undertaken by a competent electrician and must carry a certificate of compliance as per the applicable Electrical Regulations or any other regulations in force at the time of the request or as amended.

All works relating to the installation, removal or relocating of a gas appliance must be carried out by Gas SAFE registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998 (as amended).

All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006 (as amended).

All plumbing works must be carried out by a suitably qualified and competent plumber.

Approved alterations or improvements to the property must be completed in a reasonable timescale, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission. The consent itself will only be valid for a period of twelve months.

The above requirements are not exhaustive and tenants and leaseholders will be advised of the specific requirements that are attached to any consent granted when this is confirmed in writing.

If it is required, tenants and leaseholders are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works that they have permission to carry out at their own expense. Rent will be charged during any period where a tenant is required to move out.

If the Council carries out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying all recharges.

Types of works that will be considered

Examples of works that would be assessed and given consideration under this policy include, but are not limited to:

- Installing replacement windows or doors
- Building or removing a structure in a garden including a shed, greenhouse, gazebo, wall or fencing
- Adding, altering, moving (or removing) any gas, electrical or water services
- Adding or replacing kitchen units
- Replacing a bathroom suite or installing additional sanitary ware
- Installing a driveway or pavement crossing or greensward use

The above list is not exhaustive and is for guidance only. Each case will be assessed on its individual merits. Any permissions given will be subject to necessary building approval consent or other relevant consents being obtained and complied with.

Types of works that will not be considered

Permission will be refused if it is considered that the intended work:

- Makes the property unsafe
- Increases maintenance costs for the Council
- Increases fire risks for example replacing fire resistant front doors, cupboard doors or other doors in communal areas or installing security grilles on doors or windows
- Results in overcrowding
- Reduces living space
- Breaches planning, building or conservation area regulations
- Does not comply with relevant regulations, health and safety or other requirements
- Affects any work planned under a modernisation or improvement programme
- 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 annoyance or disturbance to neighbours
- May result in making the property difficult to let in the future or reduces its market value

- Restricts access to service points such as stopcocks or manholes

In line with the above, the following works would not normally be permitted:

- Erection of fencing on open plan areas
- Loft conversions
- Removal of internal wall(s) which would reduce the number of bedrooms or reception rooms offered by a property
- Erection of internal partitions
- Removal and non-replacement of any asset in a property, for example heating
- Rendering and decoration of external walls to property where these have not been previously painted
- Insulation works to UPVC doors or windows
- Installation of ponds in communal gardens or other shared areas
- Log burners, open fires or other solid heating appliance
- Pet flaps in fire doors or doors leading to communal areas
- Artex or other textured finish to internal walls
- Alterations or improvements to new build properties that have been gifted to the Council as part of the planning process during the initial period, as set out in applicable restrictive covenants
- CCTV or CCTV doorbells onto shared communal areas
- Stairlifts onto shared communal staircases

The above list is not exhaustive and every request will be considered on its individual merits once full details, plans and or drawings have been provided.

Tenants with Introductory and Temporary Non-Secure Tenancies

Tenants who have an Introductory or Temporary Non-Secure Tenancy do not have a legal right to carry out alterations or improvements to their property. However, the Council may grant permission, at its discretion, for certain minor alterations where it is considered unreasonable to refuse the request. Each request will be considered on its individual merits but examples of the types of request that might be approved include the installation of a satellite dish or erection of a shed in a private garden.

Responsibility for future maintenance

The Council will not be responsible for maintaining items that have been installed by tenants or leaseholders.

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

At the end of their tenancy, tenants may be instructed to reinstate the property to its original condition. The cost of this will be borne by the tenant.

Right to Buy

If an application for the Right to Buy is submitted and alterations or improvements have been completed without obtaining consent, then the retrospective consent process will be progressed. This may result in the tenant paying any relevant fee for any associated required permissions.

In accordance with Right to Buy legislation, any alterations or improvements carried out at a tenant's own expense will not be taken into account when the valuation of the property is determined by the valuer instructed by the Council.

Appeals

The Council's Housing Complaints Policy is available to any tenant or leaseholder who is dissatisfied with any aspect of the housing services we provide.

Further information can be obtained from the Council's Housing Complaints Policy.

Tenants can also appeal to the County Court (or the First-tier Tribunal (Property Chamber) in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by the Council or the statutory improvement compensation offered is too low.

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 the Council 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 realise if sold on the open market or the rent the Council would be able to charge on letting the property.

Unauthorised alterations or improvements

It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any applicable alteration or improvement. If a tenant or leaseholder carries out an alteration or improvement without obtaining written permission, the Council may grant retrospective permission subject to the tenant or leaseholder making a written application within 28 days of being instructed to do so.

The exception to this general rule will be where it is recognised, at the time staff become aware of the work, that permission would not be granted. In these cases, the tenant or leaseholder will be required to arrange and meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.

A tenant or leaseholder who has been refused permission but who proceeds to carry out the work anyway will be required to reinstate the property to its original condition as specified above.

A tenant or leaseholder 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, failing which the tenant will have to reinstate the property to its original condition.

In the above cases, the Council will give the tenant or leaseholder a reasonable timescale within which to comply with our instructions. Failure to do so will result in the Council arranging for any work required to be carried out, with the tenant or leaseholder being liable for all the costs incurred.

In serious cases where the Council believes the safety and integrity of the structure and/or the health and safety of the tenant or leaseholder, any household members, visitors or other members of the public are at risk, appropriate contractors will be instructed to carry out any work required.

The tenant or leaseholder will be liable for all the costs incurred.

Legal action

If a tenant or leaseholder fails to comply with any requirements, the Council will take appropriate action including, but not limited to:

- Formal injunctive action
- Ending a tenancy by applying to the courts or forfeiting of the lease
- Ordering the removal of an alteration or improvement that is a breach of the tenancy or lease conditions
- Seeking damages and recharges for any costs incurred

Removal of an alteration or improvement

The Council reserves the right to reinstate a property to its original condition if the alteration or improvement is unsafe or causing damage to the structure of the property or any adjoining property. Legal advice will be sought prior to taking this action. Any costs incurred in reinstating the property will be recharged to the tenant or leaseholder.

If appropriate, if the Council has to remove and dispose of any equipment or materials from a property, the tenant or leaseholder will be recharged for any costs incurred.

Further works carried out by the Council to rectify problems caused by alterations or improvements carried out by a tenant or leaseholder will also be recharged.

Compensation for tenants' improvements

In accordance with section 99A of the Housing Act 1985 (as amended), most secure Council tenants have a right to claim compensation for certain improvements that they have carried out when their tenancy ends. Compensation is payable for 'eligible' improvements carried out but where tenants leave the property before they have gained full benefit from their investment. In order to qualify for compensation, the alteration or improvement must have the Council's permission, including retrospective consent.

Compensation is only payable where the tenant meets the prescribed criteria and where the works meet the specified definition of 'eligible' improvements.

Where the specified criteria are met, the amount of compensation payable for an eligible improvement will be calculated in accordance with the formula specified in the regulations, which also takes into account wear and tear and depreciation.

Equality and diversity

The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminates discrimination, harassment, victimization and to advance equality of opportunity and foster good relations between people with differing characteristics. Whatever measure is used will be proportionate and reasonable for tackling the abuse and will never be used as a result of a protected characteristic.

The Council will implement this policy fairly and equally. Applications from households with disabled residents will be agreed, wherever possible subject to planning and building control regulations, and providing the proposed alterations do not have an adverse effect on other residents.

Further information can also be found in our Reasonable Adjustments Policy and Vulnerabilities Policy

Measuring performance

Performance will be measured by recording and monitoring the following:

- Number of applications received
- Number of applications approved (including by tenancy type)
- Number of applications refused (including by tenancy type)
- Number of complaints received and upheld

Review of policy

This policy will be reviewed every three years in consultation with tenant representatives, staff, other stakeholders, including the Portfolio Holder responsible for Housing, unless there are any reasons, such as legislative or regulatory which necessitate a review prior to this