

CORNWALL HOUSING

Tenant Permissions Policy

(previously referred to as consent & alterations policy)

Cornwall Housing
Treven Kernow

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Version 4.1



PART OF THE
CORSERV GROUP
A CORNWALL
COUNCIL COMPANY

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Strategy control sheet

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Legal influences on this strategy

- Tenancy Agreement and Conditions of Tenancy
- Secure Tenants of Local Authorities (Compensation for Improvements) Regulations, 1994
- NICEIC
- GSIUR
- Building Regulations
- Fire Regulatory Reform Act

Other documents linked to this strategy

1. Cornish Housing Standard
2. Standard Responsive Repairs Policy
3. Planned & Cyclical Maintenance Policy
4. Rechargeable Repairs Policy

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1.0 Purpose of this document

This policy covers the management of tenant requests to carry out alterations to their home. It also seeks to ensure all standards of workmanship are to the required level, and all health and safety requirements are met.

At Cornwall Housing Ltd (CHL), we want to give our tenants the opportunity to enjoy their home in the style and comfort of their choice. However, the Conditions of Tenancy require that permission must be requested before any alterations are carried out. Permission will not be unreasonably withheld subject to the guidance contained within this policy. The policy details the procedures that must be followed to ensure that the above requirements are adhered to.

We will ensure that no individual is discriminated against on grounds of sex, marital status, race, disability, age, sexual orientation, language, social origin or other personal attributes including beliefs or opinions (such as religious beliefs or political opinions). We will promote equality of opportunity by publishing information in different languages and other formats such as large print, audio and Braille, on request.

2. Our Objectives

- Achieving the Cornish Housing Standard and maintaining our homes
- Creating new homes
- Efficient use of resources
- Excellent housing services
- Good governance and tenant involvement

We aim to meet our objectives by providing a Tenants Permission Policy that is responsive, fair and which meets both our needs and the needs of our tenants.

We will: -

- provide a concise and timely response to requests to carry out alterations and improvements.
- ensure a smooth process from the receipt of the request to a decision, within the agreed timescales.
- inspect alterations and improvements as appropriate, to ensure the required standards are achieved, upon completion of works.
- seek to avoid costly remedial works to remedy any defects as a result of an alteration or improvement.
- seek to avoid making recharges on void properties; and
- seek to avoid mutual exchanges being deferred due to defective workmanship on alterations or improvements, or where permission has not been sought.

To achieve these aims, we will: -

- meet the high standards set out in this policy
- require the tenant to provide all necessary safety certificates when works are completed.
- be sensitive to individual needs and provide general housing advice if required; and
- enforce Conditions of Tenancy when necessary.

3. Permission granted

If permission is granted by CHL, the tenant will be responsible for the cost of any repairs required as a

result of faulty installation, poor workmanship or defective materials. The tenant will also be responsible for the maintenance of alterations or improvements that you have carried out, with the exception of fixed gas appliances.

Approvals granted must use quality materials, installed as per manufacturers specifications, and installed by a certified person (as applicable).

There are some instances when CHL will adopt and/or service the alteration or improvement on a health and safety basis, but any future replacements will be with our standard fittings and fixtures. e.g., gas fires. If you do not wish to have standard replacements, then your preferred option must be approved by us, and the cost of the replacement will be at your own expense.

4. Mutual exchanges

As part of a mutual exchange: On a mutual exchange, the incoming tenants may wish to take on full future responsibility for any alterations or improvements carried out by the outgoing tenant.

This includes maintenance costs and any removal or replacement. This may be agreed but remains at the discretion of the Housing Management Team. (See also Mutual Exchange Policy.)

5. Lapsed permissions

When permission has been granted, you will be expected to complete the alteration or improvement within six months of the approval being granted. If the works are not completed within that time, permission will be withdrawn, and you will have to reapply.

If it is likely that the works will take longer than six months to complete, you should advise us at the time of seeking permission. Consideration will then be given to extending the timescale.

6. Works carried out without Permission

If CHL finds unauthorised work has been carried out, and this is either undesirable and/or not to a suitable standard, CHL will notify the tenant that they are required to re-instate the property to the original condition prior to the unauthorised work, or up-grade any sub-standard work (as appropriate) within a period of one month.

If the tenant fails to re-instate the property or up-grade the works, then CHL will undertake the work and seek recompense from the tenant.

If the unauthorised work is found to be acceptable, retrospective permission will be granted upon the receipt of a completed Permission form.

7. Refusal of consent to alter or improve

CHL may withhold consent if it feels that the proposal is detrimental to the dwelling in that it will:

- a) Make the dwelling, or any other premises, less safe for occupiers or neighbours; or
- b) May cause CHL to incur expenditure which it would be unlikely to incur if the work was not carried out; or
- c) Reduce the value of the dwelling if sold on the open market, or the rent which CHL would be able to charge for letting the dwelling.

Requests that will **not** be granted consent include:

- Major structural changes such as the knocking down of walls inside the property or the total removal of chimneys
- Major structural works such as building of extensions and conservatories
- Installation of log burners; or any solid fuel appliances. This is due to health and safety reasons and the effect on the environment. The introduction of the Government's Clean Air Strategy stipulates the fuels that can be burnt, and we have no way of regulating this. Burning the wrong type of fuel is detrimental to the environment and is a major health and safety hazard which affects not only your own home, but those of your neighbours.
- Loft Conversions
- Roofing works of any type

If a request to carry out an alteration or improvement is refused and you wish to appeal, you should apply in writing, within 14 days, giving full details of changes required and why.

If the appeal is refused, you can follow the Cornwall Housing Ltd Complaints procedure.

8. Summary

- The alteration must be of suitable materials and must be kept in good order at all times.
- CHL will not be liable for future maintenance of the work/alteration.
- The work must be finished within the time approved and to our complete satisfaction. If not completed within the prescribed period, we reserve the right to finish the work and recover our expenses from you.
- Any damage to the property must be made good to our satisfaction.
- You must comply with any additional conditions that are given at the time of approval.
- If permanent approval is given, the work and fittings will become our property and must not be removed at the end of the tenancy.
- If temporary approval is given, the work and fittings must be removed at the end of the tenancy and the property restored to its original condition.
- You must comply with any additional conditions that are given at the time of approval.

Alternative formats

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If you would like this information on audio CD, audio tape, Braille, large print, any other format or interpreted in a language other than English, please contact: -

Mar mynnowgh hwi kavos an kedhlow ma war son-sidi, sonsnod, yn Braille, prynt bras, furvas aral po styrys yn taves dres Sowsnek, kesteveugh mar pleg:-

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