

ALTERATIONS TO HOMES POLICY



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1. BACKGROUND AND PURPOSE

- 1.1. The purpose of this policy is to ensure that Cornwall Housing Ltd (CHL) take a consistent approach in responding to requests from residents to make alterations to their homes.

2. OBJECTIVES

CHL acknowledges that residents may wish to make alterations improvements to their homes.

This policy aims to set out a clear framework for alterations that CHL can and cannot support. For the purposes of this policy, the word ‘alterations’ covers alterations, improvements and additions to a tenant or leaseholder’s property.

For tenants, there are lists of alterations that are permitted and those that are not permitted attached to this policy at appendix A and appendix B.

For leaseholders, permitted alterations which affect only the part of the building owned by the leaseholder will be determined by the provisions within the lease. For any proposed alteration which might affect any aspect of the wider building, the provisions set out in this policy apply.

For the purpose of this policy, the term ‘resident’ includes tenants and leaseholders.

3. POLICY STATEMENT

Consent for alterations

- 3.1 Appendix A lists the types of alterations that may be permitted, subject to written consent by CHL.

Appendix B lists the types of alterations that will not normally be permitted.

For the types of alterations listed at Appendix A, consent will usually be given. Subject to the conditions set out in the appendix and only where CHL is satisfied that the alteration will not have an adverse effect, such as to the structure of the property, neighbouring properties, garden, environment or future use of the home.

Residents (tenants and leaseholders where this policy applies) must obtain consent for proposed alterations in writing. It is the responsibility of the resident to apply for and gain this consent. Consent will be given by a member of the asset management team. CHL will respond to requests for consent within 20 working days.

CHL will give consent only where all necessary approvals, such as planning permission or building regulation approval, have been satisfactorily obtained and evidence supplied to show this. Gaining these approvals is the responsibility of the resident applying for permission for the alteration.

CHL consent will be given in writing and will include any conditions that must be complied with.

All written consents will be subject to satisfactory completion of the works. CHL will normally expect works to be completed within six months of the consent, unless otherwise agreed. The resident must notify CHL once the work is completed and allow access for an inspector to check the work.

If CHL is not satisfied with the standard of the completed work, steps will be taken to remedy this. This could include requiring the resident to carry out remedial works at their own expense or CHL carrying out the works and recharging the cost to the resident.

In some cases, the conditions set out in the written consent will specify that the tenant must remove and make good an alteration on termination of the tenancy. Where this is the case, the tenant must remove and make good the alteration before leaving the property at their own expense.

Remedies where alterations have been carried out without consent.

- 3.2 Residents are required to seek consent before making alterations and improvements to the properties in accordance with this policy and, for tenants, in accordance with their tenancy agreement. Failure to seek our consent is a breach of the tenancy.

If CHL find that a resident has carried out alterations or improvements without consent, CHL will take action to remedy the situation at the resident's cost.

- If the alteration is one that would not have received consent, the remedy may be a requirement to remove the alteration or reinstate and make good, either by CHL on a rechargeable basis to the resident, or by requiring the resident to carry out the work at their own expense.
- If the alteration is one that may have received consent, but CHL is not satisfied with the standard of the work, again the remedy may be that CHL will carry out the repair work to a satisfactory standard and recharge the cost to the resident or require the resident to

carry out the repair at their own expense.

- If the alteration is one that may have received consent and CHL is satisfied with the standard of the work and that all other necessary permissions have been granted, CHL will consider giving retrospective approval.

Where the consent included a requirement to remove and make good the alteration at the end of a tenancy and this work has not been carried out by the tenant before leaving the property, CHL will carry out the work and recharge the tenant's account with the cost.

Recording alterations made within our stock

- 3.3 CHL will appropriately record any alterations and improvements within our housing stock in accordance with legislation and good practice guidelines.

Full details of applications for alterations and consents given will also be saved on the tenancy or leasehold file.

Exceptional circumstances

- 3.4 CHL recognise that there may be exceptional circumstances which fall outside the provisions of this policy, for example, if a tenant is leaving a property through an emergency transfer because of violence, threat of violence or other event causing an immediate and serious risk.

The decision to approve an exception will be taken by two relevant Heads of Service or one Head of Service and one member of the wider management team.

Appeals

- 3.5 CHL will give or withhold consent for alterations within the terms of this policy.

If a resident believes a decision has been made which does not meet the terms of this policy, they may appeal the decision.

The appeal must be made within ten working days of receiving notice of the decision.

The appeal will be considered by a CHL manager independent of the original decision at the level of wider management team or above.

4. RIGHT TO MAKE IMPROVEMENTS

- 4.1 The resident may make improvements, alterations and additions to their home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings.

Provided the resident has first obtained CHL written consent and all other necessary approvals (for example, planning permission or building regulations approval). CHL shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard.

Failure to seek CHL consent, or to comply with CHL conditions shall be a breach of your obligations under this tenancy.

- 4.2 The resident is responsible for repairing and maintaining all improvements when you move; you must put the property back the way it was before you improved it. If you do not, CHL may charge you our reasonable costs in default.

5. LEGISLATION

In applying this policy, CHL will comply with relevant legislation and health and safety requirements. The principal sources are:

- The Leasehold Reform, Housing and Urban Development Act 1993
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument No.613
- Land Compensation Act 1991
- Landlord and Tenant Act 1985
- Housing Act 1985
- S99A and S99B Housing Act 1985 as amended
- Data Protection Act 2018 (GDPR 2018)

6. DATA PROTECTION

In applying this policy all personal data will be processed in line with the requirements of the Data Protection Act 2018 (GDPR 2018), CHL Data Protection Policy to ensure compliance at all times.

8. MONITORING AND REVIEW

CHL will monitor this policy to ensure it meets good practice and current legislation and will review it in accordance with our review timetable for all policies.

9. REFERENCE DOCUMENTS

Building Regulations and approved documents
CHL Asset management Strategy
CHL Repairs Policy

Appendix A

Alterations that may be permitted subject to approval

Alteration	Conditions that must be complied with	Comments
Close circuit television (CCTV/Video doorbells)	Full details must be provided of the CCTV installer / company carrying out the installation. Camera to be recording own property only and be installed in relation to CCTV data protection guidelines. Video doorbell camera installations arranged by residents are subject to written consent by CHL.	
Connecting gas cookers	This must connect to an existing point and must not involve moving or altering pipework. All gas works must be completed by an appropriately qualified Gas Safe Registered engineer/plumber. Copies of a complete certificate must be provided to CHL on completion of the work.	
Dog kennels	Maximum size of 1m wide x 1.2m long x 1.2m high. A maximum of two kennels per property.	
Driveway / Hardstanding	If fence line is opened, gates must be installed to match or be in keeping with the existing perimeter fence. Planning permission must be granted in writing from local authority to drop the kerb.	Gates to open inwards to avoid causing an obstruction to the public footpath.
Electrical works	All work on electrics must be carried out by a NICEIC or equivalent approved contractor. A completed test certificate must be submitted to CHL on completion of the work.	
EV Vehicle Charging Points	Permissions will be granted providing that the installation complies with the CHL EV Charging Point Guidance.	

External decorating	Only rendered surfaces may be granted permission for decoration. Colours must complement the surrounding area.	Properties which have been overclad with external wall insulation must not be decorated.
External taps	Internal pipework must be insulated and have a verifiable double check valve and isolation valve fitted.	Works to be completed by a contractor using WRAS approved materials.
Fencing / walls	Maximum height of 1.8m in rear gardens and 1m in front gardens. Must be within own boundary line, blockwork must be rendered and suitably capped. All gates must be inward opening.	An inspection will take place prior. to giving approval. If written agreement from the neighbouring property is provided, it may be decided, an inspection is not required. Permission will not be granted if any works or fixings are outside the boundary of the requester's property such as fixings to secure fence posts to an adjoining property.
Fitted wardrobes	No structural changes allowed, and room must be reinstated to original layout when tenancy ends.	The resident who installed the wardrobe is responsible for removal at the end of their tenancy, at their cost. However, if the new resident wishes to retain the wardrobe and CHL is satisfied that it is in good condition, it may remain in the property.
Garden decking	Garden decking may be approved subject to: <ul style="list-style-type: none"> • CHL being satisfied that the proposed decking will not cause any obstruction or similar hazard. • The tenant providing evidence that the decking will be properly and safely installed. • The tenant confirming that they will carry out required maintenance. • The decking does not cover more than 30% of the garden area. • The decking <u>must</u> be removed before the tenant moves out and the ground underneath returned to its previous condition, for example, returned to grass. 	Permission will not be granted if any works or fixings are outside the boundary of the requester's property such as fixings to secure fence posts to an adjoining property.

	<p>(This includes when a tenant is moving out through mutual exchange).</p> <p>Any remedial costs incurred by CHL will be recharged. Where a tenant installs decking, that tenant is responsible for ensuring the safety and maintenance of the decking, and as such takes on any liability in respect of the decking.</p>	
Internal doors	Fire doors must be replaced with doors of equal or approved fire rating. Any glazed doors must have regulation safety glass.	

Kitchens	Kitchens must be installed in compliance with CHL specification and must be left if tenancy ends. If a kitchen is removed at the end of the tenancy, we will recharge for reinstatement.	
Laminate or wooden flooring	Permitted only in houses, bungalows, and ground floor flats. CHL will not be liable for any damage or requirement to uplift to allow repair/major repairs works. The flooring must be removed when tenancy ends or removal cost will be recharged.	The resident who installed the flooring is responsible for removal at the end of their tenancy, at their cost. However, if the new resident wishes to retain the flooring and CHL is satisfied that it is in good condition, it may remain in the property.
Paving	Paving works must have a minimum of 100mm hard core to support the paved area and be free from any trip hazards (loose or uneven paving or coping stones). The paved area must also be maintained by the current tenant. Manholes and gullies must not be covered. Permission will not be given for paved areas which, in CHL's opinion, are out of proportion with the size of the garden as a whole.	The paving of complete gardens will be approved only if there is an explicit need for this.
Plumbing works	All work on plumbing installations must be carried out by a competent contractor.	Only WRAS approved plumbing materials can be used.
Ponds	Must be no larger than 2m x 1m x 0.7m deep. Irregular shaped ponds, i.e., kidney shaped or oval, should be within the dimensions stated at the largest points.	Pond must be filled in before tenancy ceases. If shared garden the pond must be fenced off and covered to prevent access by children or animals. If, in CHL's opinion, a risk still exists permission will not be given.

Satellite dish	For overclad properties, correct fixings must be used as specified. Any damage to cladding or wall will be recharged to tenant.	Not on blocks of flats or conservation areas. Not to be fitted on chimneys.
Security / burglar alarm	Full details must be provided of installer / company carrying out the installation.	Fitting on EWI must use correct fittings.
Sheds or summerhouses	Must be erected on solid concrete or paved base. Must consist of timber. Must be a minimum of 2m from any existing dwelling. Sheds can be erected only in rear gardens. The shed must be maintained in good order by the resident. If the shed is not maintained, it will be removed by CHL and any costs incurred recharged. Up to two sheds/summerhouses per property may be permitted, provided that together the two buildings are in proportion to the size of the garden and do not cause an obstruction or have any other adverse impact.	Maximum size no larger than 2.5m X 1.8m X 2.4m (LxWxH). No mains power to shed unless a disability need, and all work must be completed by an approved electrician.
Stair lifts	The tenant must remove and refix stairlifts at their own expense if this is required when CHL have to carry out repairs or other works to the property. Any works on the electrics must be carried out by a NICEIC approved contractor. A completed test certificate must be submitted to CHL on completion of the work. The stairlift must be regularly maintained and insured.	The stairlift will remain the property of the resident so CHL will not have any responsibility for any future repair and maintenance
Tiled floors	Permitted only in houses, bungalows and ground floor flats. Will not be permitted where the property is still under a defects liability period.	
Tiled walls	Will not be permitted where the property is still under a defects liability period.	
TV Aerial	When fixed to a bracket within the loft space.	Not on chimneys.
Cat Flaps	Only be permitted on Houses, bungalows or half house flats where there is no requirement for a fire door	Not on flats or properties with fire doors
Wall-mounted televisions	Must be adequately fixed by a competent tradesman using a TV bracket recommended by the manufacturer.	

Appendix B

Alterations that are **not** permitted

Any alterations to loft spaces.	
Any permanent spa/jacuzzi type leisure installation.	Temporary blow up/seasonal hot tubs must be maintained in accordance with the manufacturers recommendations plus current standards and guidance
Any non-structural alterations to partition walls, doorways or archways.	This includes larders and wardrobes.
Any structural alterations to dwelling or relocation of internal partitions.	No removal or adding of internal walls.
Any work that breaches building, fire or any other regulations.	
Any works that will affect the integrity of the building i.e., water/damp ingress.	
Cavity wall insulation of any kind.	
Conservatories.	
Extensions to the property will not be permitted even if the proposed extension is within local authority permitted development rights.	
External fittings to properties fitted with EWI (overcladding).	For example, external light fittings, post boxes, door numbers, brackets, water hose storage unit, washing lines.
External painting of brickwork and properties with external wall insulation.	
Fixings.	Permission will not be granted if any works or fixings are outside the boundary of the requester's property such as fixings to secure fence posts to an adjoining property.
Flag poles.	
Fire Doors: Permission will be refused for any works that will impact in the integrity of a fire door	
Garden decking covering more than 30% of the total area of the garden.	Any existing decking that has had previous approval must be removed at the end of the tenancy.
Permission to paint kitchen units, tiled surfaces or any fixture or fitting will not be granted.	
Laminate or wooden flooring in flats which are not ground floor.	
No asbestos removal works. This must be carried out by CHL's asbestos department.	This includes removal of hearth and surrounds if asbestos is present.

No gas works apart from a gas cooker which is the tenant's responsibility. This must be replacing an existing cooker and not involve moving or altering pipework.	No permission for gas fires.
Patio doors.	
Photovoltaic cells (Solar Panel) installed by any other installer other than CHL.	
Recessed light fittings.	
Removal of grassed areas or garden ground to lay stones/paving unless part of agreed measure to remedy problematic land drainage.	No large scale removal of grassed areas will be allowed.
Solid fuel appliances.	
Swimming pools.	With the exception of temporary surface pools. All landscaping must be returned to original condition when tenancy ends.
Underfloor heating.	
'Velux' windows.	

DIVERSITY & INCLUSION

We are committed to treating all people with fairness and respect. We aim to create an inclusive environment where people are treated with dignity, inequalities are challenged, and we anticipate and respond positively to different needs and circumstances to enable individuals to achieve their potential and foster good relations within the communities we serve. We want to be recognised as an organisation delivering fair, inclusive, accessible services and an employer and partner of choice.

When applying this policy, we act sensitively towards the diverse needs of individuals and to reduce discrimination and harassment by making reasonable adjustments such as:

- eliminating discrimination – by providing support to those who need it and information in accessible formats and languages on request.
- tailoring the policy to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community.
- advancing equality of opportunity – treating all tenants fairly
- fostering good relationships – listening to customers and responding appropriately
- compliant with all aspects of Equality & Diversity legislation, and specifically the Equality Act 2010.

Contact us:

Email: info@cornwallhousing.org.uk

Telephone: **0300 1234 161**

By letter: **Cornwall Housing, Chy Trevail, Beacon Technology Park, Bodmin, PL31 2FR**

www.cornwallhousing.org.uk

Alternative formats:

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 info@cornwallhousing.org.uk

