

TENANT ALTERATIONS, IMPROVEMENTS AND ADAPTATIONS POLICY

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Responsible Board: Ocean Housing Ltd
Responsible Executive: Managing Director of Ocean Housing Ltd

1.0 INTRODUCTION

- 1.1 Ocean Housing Ltd (OHL) recognises that tenants may wish to make various alterations, improvements, or adaptations to their homes and will consider fully all requests to do so.
- 1.2 OHL will allow tenants to make reasonable improvements, alterations or adaptations subject to them first obtaining OHL's written approval to their proposal and to tenants also obtaining all other necessary approvals (for example Planning Permission, Building Regulations consent, etc.). Tenants must also provide evidence of any necessary approvals to OHL in order for OHL to consider their request. In accordance with the terms of the Tenancy Agreement, under no circumstances must tenants commence work on any improvements, alterations or adaptations, before receipt of OHL's written approval.

2.0 WITHHOLDING OR QUALIFICATION OF CONSENT BY OHL

- 2.1 Where a tenant has rent arrears, OHL will reserve the right to withhold consent until the arrears are cleared other than in exceptional circumstances.
- 2.2 OHL will not unreasonably withhold its consent but may make its consent conditional upon the work being carried out to a standard acceptable to OHL, or by a class of persons competent to execute it (for example, in the case of gas installation work, by a contractor who is approved by Gas Safe or, in the case of electrical work, by a contractor who is on the Roll of the National Inspection Council for Electrical Installation Contracting).
- 2.3 Should OHL grant conditional consent it will advise the tenant in writing of the reason why the consent has been made conditional and of its justification for the condition(s). If the tenant considers that any such condition is unreasonable, they may appeal by following Ocean Group's complaints process.
- 2.4 When OHL grant conditional consent the tenant must comply with the condition(s), failure to do so will place the tenant in breach of his tenancy and may lead to action against the tenant to secure compliance.
- 2.5 OHL may withhold its 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
 - b) May cause OHL 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 OHL would be able to charge on letting the dwelling.
- 2.6 If OHL refuses to give its consent to any written application from a tenant to make an improvement, alteration or adaptation to a dwelling, OHL will give the tenant a written statement of the reason why consent was refused. The tenant will have the right to appeal through Ocean Group's complaints process.
- 2.7 A condition of any consent will be the notification by the tenant of commencement and completion dates.

3.0 TENANTS' FAILURE TO OBTAIN WRITTEN PERMISSION TO CARRY OUT ALTERATIONS AND IMPROVEMENTS

3.1 If OHL finds that unauthorised work has been carried out, and this is either undesirable and/or not to a suitable standard, OHL 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 OHL will undertake the work and seek recompense from the Tenant.

3.2 If the unauthorised work is found to be acceptable, retrospective permission will be granted.

4.0 TENANTS' RIGHT TO COMPENSATION FOR IMPROVEMENTS

4.1 Tenants of OHL are entitled to compensation in respect of qualifying improvements they have made to their dwelling, subject to the following conditions:-

- a) The work on the improvement was not commenced before 1 April 1994, and
- b) OHL has, or the former landlord (Restormel Borough Council) previously had, given written consent to the improvement and
- c) At the time of the tenancy coming to an end the tenancy is an assured tenancy.
- d) To qualify for compensation for the improvement when the tenancy comes to an end the person seeking compensation must be a tenant or joint tenant of the dwelling and must be:
 - i) The tenant who has made the improvement or
 - ii) A person who became a tenant jointly with the tenant who made the improvement or
 - iii) The successor to the tenancy upon the death of the tenant who made the improvement or
 - iv) A person to whom the tenancy was assigned by the tenant who made the improvement and who would have succeeded to the tenancy if the tenant had not died immediately before the assignment or
 - v) A person to whom the tenancy was assigned by the tenant who made the improvement as a result of a property adjustment order made by the court under the Matrimonial Causes Act 1973, Section 24, or
 - vi) A spouse or former spouse of the tenant who made the improvement, to whom the tenancy has been transferred by an order under provisions of the Matrimonial Homes Act 1983.

4.2 No tenant whose tenancy comes to an end as a result of a possession order being made on any of the grounds in Part (2) of Schedule 2 of the Housing Act 1988 shall be entitled to compensation for any improvements.

4.3 No tenant whose tenancy comes to an end because they have purchased their dwelling from OHL under its Preserved Right to Buy or the Right to Acquire provisions shall be entitled to Compensation for any improvements.

4.4 Compensation shall only be payable at the time a tenancy, or successor tenancy, or changed tenancy is terminated.

5.0 QUALIFYING IMPROVEMENTS

5.1 Only the following items qualify as improvements for which a qualifying tenant may be eligible for compensation:- (Note the "notional life" indicated against each will be used in the calculation of applicable compensation)

Notional life	
Installation of bath or shower	6 years
Installation of wash-hand basin	6 years
Installation of toilet	6 years
Installation of kitchen sink	6 years
Installation of storage cupboards in kitchen or bathroom	6 years
Installation of work surfaces for food preparation	6 years
Installation of space or water heating (Including solar panels or other 'green' heat sources)	12 years
Installation of thermostatic radiator valves	6 years
Insulation of pipes, cold water tank or hot water cylinder	10 years
Installation of loft insulation	20 years
Installation of cavity wall insulation	20 years
Installation of draught proofing to exterior doors or windows	6 years
Installation of double glazing or other window replacement or secondary glazing	20 years
Electrical re-wiring or the provision of power and lighting or other electrical fittings, including wired-in smoke detectors	15 years
Security measures, but NOT including burglar alarm systems	10 years

6.0 CALCULATION OF COMPENSATION

- 6.1 Calculation of the compensation the qualifying tenant is eligible to receive will be made by discounting the tenant's original costs for the work against the number of years of notional life that have elapsed since the improvement was completed, subject to these costs being reasonable. No compensation can be claimed in respect of the cost of professional fees (such as Architects) or the cost of obtaining Planning Permission or Building Regulations Consent. Similarly, no compensation can be claimed for the qualifying tenant's own labour in making the improvement.
- 6.2 Any grant or minor works assistance paid to the tenant under the Local Government and Housing Act 1989, the Housing Grants, Construction and Regeneration Act 1996 or assistance under the Home Energy Efficiency Scheme will be deducted from the original costs of the improvement in calculating the eligible costs.
- 6.3 The compensation payable will be calculated by deducting from the eligible cost of the improvement a sum corresponding to the number of complete years that have elapsed since the completion of the improvement (with part years being rounded-up) as against the notional life of the improvement.
- 6.4 For example a qualifying tenant who has installed central heating at his home at an eligible cost of £3,000 and who's tenancy ends 6 years after the work has been completed will receive £3,000 minus six-twelfths (where 6 is the number of years since the improvement was completed and 12 years is the notional life of the improvement), a total of £1,500 in compensation.
- 6.5 No compensation will be paid by OHL where the sum involved is calculated to be less than £50.
- 6.6 OHL will not pay more than £3,000 in compensation for any single improvement; however tenants making more than one improvement may receive in excess of this figure.

6.7 OHL may make adjustments to the amount of compensation payable where:-

- a) the cost of the improvement is considered by OHL to be excessive or
- b) the improvement is of a higher quality than OHL would normally expect to install or
- c) the improvement has deteriorated at a greater or lesser rate than provided for in the 'notional life' calculation.

7.0 SET-OFF OF COMPENSATION AGAINST OTHER DEBTS OHL IS OWED BY THE TENANT

7.1 OHL reserves the right to deduct any outstanding debt from the amount of compensation payable to a qualifying tenant for any improvement carried out.

8.0 APPEALS BY TENANTS

8.1 Any tenant who has applied for OHL's consent to undertake an improvement may appeal against:-

- a) OHL's refusal to grant consent for the works or
- b) OHL's decision that the improvement is judged to fall outside of the qualifying list of works eligible for compensation

8.2 The tenant may further appeal by following Ocean Group's complaints process.