

TENANT ALTERATIONS, IMPROVEMENTS AND ADAPTATIONS POLICY

EG/Board	August 2025	Responsible Board:	Ocean Housing Ltd
Approval:			
Next Review:	August 2028	Responsible Executive:	Managing Director of Ocean Housing Ltd

1.0 INTRODUCTION

- 1.1 We recognise that tenants may wish to make various alterations, improvements, or adaptations to their homes and we will fully consider all requests to do so.
- 1.2 Where a tenancy or lease agreement does not expressly prohibit alterations or additions, we will allow tenants to make reasonable improvements, alterations or adaptations subject to them first obtaining our written approval to their proposal and to tenants obtaining all necessary approvals (for example Planning Permission, Building Regulations consent, etc).
Tenants must provide:
- evidence of any necessary approvals to us for us to consider their request.
 - detailed information, including specifications, drawings, photographs or plans to support their application.
- In accordance with the terms of the Tenancy Agreement, tenants must not, under any circumstances, commence work on any improvements, alterations or adaptations, before receipt of our written approval.
- 1.3 Shared Ownership leases prohibit alterations or additions to the property. However, Ocean may give approval for some requests, such as landscaping works to gardens or works that will enable a tenant to sustain living in their property such as creating additional bedroom space.
- 1.4 The lease allows for certain works such as regular or routine maintenance and consent for those works is not needed. In all cases, the shared owner will be responsible for applying, obtaining and complying with any necessary Planning Permission and/or Building Control Regulations.

2.0 WITHHOLDING OR QUALIFICATION OF CONSENT BY OHL

- 2.1 Where a tenant is in rent arrears, we will reserve the right to withhold consent until the arrears are cleared other than in exceptional circumstances.
- 2.2 We will not unreasonably withhold consent but may conditionally consent upon the work being carried out to a standard acceptable to us, 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 (NICEIC)). In each case the tenant **must** provide us with any compliance certificates for all completed Gas and Electrical works. If these are not provided, we may recharge the tenant for completion of any safety checks.

- 2.3 Should we grant conditional consent we will advise the tenant in writing of the reason why the consent has been made conditional and the justification for the condition(s). If the tenant considers that any such condition is unreasonable, they may appeal by following our complaints process.
- 2.4 When we grant conditional consent, the tenant must comply with the condition(s). Failure to do so will place the tenant in breach of their tenancy and may lead to action against the tenant to secure compliance.
- 2.5 We may withhold consent if it feels that the proposal is detrimental to the dwelling in that it will:
- Make the dwelling, or any other premises, less safe for occupiers
 - May cause us to incur expenditure which would be unlikely to incur if the work was not carried out
 - Reduce the value of the dwelling if sold on the open market or the rent which we would be able to charge on letting the dwelling
- 2.6 If we refuse to give our consent to any written application from a tenant to make an improvement, alteration or adaptation to a dwelling, we will give the tenant a written statement of the reason why consent was refused. The tenant will have the right to appeal through our complaints process.
- 2.7 A condition of any consent will be the notification by the tenant of commencement and completion dates.
- 2.8 We reserve the right to carry out inspections both during works and on completion of works.

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

- 3.1 If we find that unauthorised work has been carried out, and this is either undesirable and/or not to a suitable standard, we will notify the tenant that they are required to reinstate the property to the original condition. If the tenant, upon termination of their tenancy, fails to reinstate the property or upgrade the works then we will undertake the work and recharge the tenant.
- 3.2 If the unauthorised work is found to be a health and safety hazard, we will reinstate to the original standard and recharge the tenant.
- 3.3 If the unauthorised work is found to be acceptable, retrospective permission may be granted.

4.0 TENANTS RIGHT TO COMPENSATION FOR IMPROVEMENTS

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

- The work on the improvement was not commenced before 1 April 1994, and
- Ocean Housing Ltd has (or the former landlord (Restormel Borough Council) previously had) given written consent to the improvement and
- At the time of the tenancy coming to an end the tenancy is an assured tenancy
- 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 either:
 - The tenant who has made the improvement
 - A person who became a tenant jointly with the tenant who made the improvement
 - The successor to the tenancy upon the death of the tenant who made the improvement
 - 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
 - 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 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 2004 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 us 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)

Installation Notional Life

Bath, shower, wash hand basin or toilet	6 years
Kitchen sink	6 years
Storage cupboards in kitchen or bathroom or work surfaces	6 years
Space or water heating (Including solar panels or other ‘green’ heat sources)	12 years
Thermostatic radiator valves	6 years
Pipes, cold water tank or hot water cylinder	10 years
Draught proofing to exterior doors or windows	6 years
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 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 and evidenced by receipts and/or invoices. 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 tenants 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 2004, the Housing Grants, Construction and Regeneration Act 2011 or assistance under any 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 their 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 us where the sum involved is calculated to be less than £50.
- 6.6 We 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 We may adjust the amount of compensation payable where:
 - a) the cost of the improvement is considered by us to be excessive or
 - b) the improvement is of a higher quality than we would normally expect to install or 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 We reserve 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 our consent to undertake an improvement may appeal against:
- a) our refusal to grant consent for the work or
 - b) our 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 our complaints process.