MOLENDINAR PARK HOUSING ASSOCIATION

ALTERATIONS AND IMPROVEMENTS POLICY

Adopted: 13 November 2018
Date of Review: November 2021

Molendinar Park Housing Association
3 Graham Square
Glasgow G31 1AD

Registered in Scotland 2400 R (S)
Registered Scottish Charity SC043725
Registered Property Factor PF 000125

POLICY

1. INTRODUCTION

The Association recognises that tenants may wish to carry out improvements and/or alterations to their homes. The Housing (Scotland) Act 2001 gives all tenants the right to receive compensation for alterations/improvements which they have carried out, subject to receiving written permission from the Association.

Any tenant ending their tenancy can apply to the Association for compensation.

2. REMIT OF POLICY

2.1 This policy document covers two aspects

- Permission to carry out the alteration and/or improvement
- Compensation for the improvement

The policy applies to tenants only, and compensation is paid at the end of a tenancy.

It is the Association's policy to support tenants who wish to carry out improvements as part of its overall policy of maintaining its properties to the highest standard. The main features of the improvement and alteration legislation are noted below.

3. LEGISLATION

3.1 The following legislation is relevant to this Policy

Housing (Scotland) Act 2001

Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002.

4. SCOTTISH SOCIAL HOUSING CHARTER 2017

4.1 This Policy aligns with the following Charter outcomes:

Outcome 1 – Equalities – Social landlords perform all aspects of their housing services so that: *every tenant and other customer has their individual needs recognised, is treated fairly and with respect; and receives fair access to housing and housing services*
Outcome 2 - Communication – Social landlords manages their business so that: *tenants and other customers find it easy to communicate with their*

landlord and get the information they need about their landlord; how and why it makes decisions and the services it provides
Outcome 11 – Tenancy sustainment – Social landlords ensure that: tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

5. DEFINITIONS

5.1 An 'alteration' is where the tenant either: alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries; replaces a fixture or fitting with one of their own which in our opinion is approximately of similar quality or standard as the original, e.g. kitchen units or internal doors; removes an existing fixture or fitting.

5.2 An 'improvement' is where the tenant either: replaces a fixture or fitting with one of their own which in our opinion is of a higher quality or standard, or installs an item where there is none at present, e.g. a new shower; extends the floor area of the property in any way, e.g. by adding a conservatory or a porch

6. PERMISSION TO CARRY OUT AN ALTERATION OR IMPROVEMENT

6.1 Applications to carry out alterations or improvements must be made in writing. The Association has detailed procedures for checking and acknowledging applications, for pre and post inspections, for checking the safety of the alteration, checking technical specifications of the proposed work and ensuring that it will not detract from the future use of the premises or inconvenience other residents. When the checking procedure has been completed permission is granted or refused and notified in writing to the applicant.

6.2 In considering applications for improvements the Association shall not unreasonably withhold consent. Tenants will be required to provide full details of the proposed work including scale drawings and a specification of the work planned.

6.3 Tenants must ensure the work:

- Meets Health and Safety regulations
- Has planning and building consents (where necessary)
- Is undertaken by qualified tradesmen
- Complies with the appropriate British Standard

6.4 The Association will endeavour to process any applications within 28 days of receipt.

7. REFUSING PERMISSION

7.1 We will refuse permission for an alteration or improvement where:

- the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property,
- and/or the proposal will breach planning and/or building regulations
- and/or the likely environmental impact of the proposal is considered to be detrimental to the surrounding area.

7.2 Where permission is refused the tenant may submit revised proposals for consideration.

7.3 The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to our permission. Appeals will be considered in accordance with the Association's Complaints Procedure. Where the Committee upholds the refusal, the tenant will have the right to appeal to the Sheriff Court.

8. TENANTS WHO FAIL TO COMPLY OR TO MEET STANDARDS

8.1 A tenant who does not apply for our permission before carrying out an alteration or improvement will normally have to do so retrospectively, once it becomes known that the work has been carried out. The exception to this general rule will be where it is recognised at the time staff become aware of the work, that permission will not be granted, e.g. because of one of the reasons listed above. In such cases the tenant will be required to 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.

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

8.3 A tenant who has been given permission but whose work does not meet the Association's 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 conditions as specified above.

8.4 In each of the cases above the Association will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in the Association arranging for any work required to be carried out, with the tenant being liable for all the costs the Association incurs.

8.5 In serious cases where the Association believes the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk the Association will arrange

as a matter of urgency for appropriate contractors to carry out any work required. The tenant will be liable for all the costs the Association incurs.
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8.6 Where necessary, the Association will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that the required warnings etc. have been issued to the tenant before legal action is implemented.

9. CLAIM FOR COMPENSATION

9.1 All claims for compensation can only be considered at the end of a tenancy and must be made in writing and contain sufficient information to enable the Association to reach a decision within the time frame allowed.

9.2 Any claim must be submitted within 28 days of notification of termination of tenancy or within 21 days after the date of termination.

9.3 The family of a tenant who dies may still be able to claim compensation providing they have copies of the bills for the work and can demonstrate permission was given.

9.4 There are some costs which cannot be claimed. These are as follows:

- Tenant's own DIY or labour costs
- Professional fees such as architects
- Consent costs under the Building Regulations

9.5 The amount of compensation will depend on the length of time between the installation of the improvement and the end of tenancy. Each item of work included in the compensation scheme has a "Notional Life", that is the number of years of expected use.

9.6 Notional life values and compensation equations are prescribed by statutory instrument in the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 and the Association will comply with these Regulations.

10. REVIEW

This Policy will be reviewed every three years, unless legislation, guidance or practice requires an earlier review.