



ALTERATIONS & IMPROVEMENTS POLICY & PROCEDURE

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1. Introduction

- 1.1 The Housing (Scotland) Act 2001 states that any tenant wishing to make an alteration or improvement to their property must firstly obtain the Association's approval. It further states that such permission must not be unreasonably withheld.
- 1.2 The Association fully supports a tenant's right to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenant wishing to avail themselves of this right.
- 1.3 The Act also allows for compensation to be paid at the end of a tenancy for certain alterations/improvements works and therefore clear guidance is needed to ensure this is effected properly.

(Cross Ref: The Right to Compensation for Improvements Policy)

2. Aims and Objectives

- 2.1 To establish clear policy and procedure for tenants, staff and committee alike and criteria for granting permission to carry out alterations and improvements to properties owned by the Association.
- 2.2 To ensure equality of opportunity in the handling of requests to carry out alterations and improvements.
- 2.3 To be satisfied that all work is carried out by competent and suitably qualified tradespersons and any statutory permission is obtained (where appropriate).
- 2.4 To ensure any work carried out by tenants does not detrimentally affect the property, or cause undue nuisance or annoyance to other residents within the area
- 2.5 To make sure any alterations or improvements will not incur undue maintenance for the Association nor detract from the future letting of the property.
- 2.6 To make tenants fully aware of their responsibilities in regard to the upkeep of any alterations and improvements they have made and reinstatement of any fixtures and fittings belonging to the Association (where appropriate)
- 2.7 To ensure tenants are aware of the procedures for applying for and receiving compensation for improvements where eligible.

3. Legislation and Good Practice

- 3.1 This policy has been drafted to take into account the following documents: -
 - i) Housing (Scotland) Act 2001
 - ii) The Scottish Secure Tenancy Agreement

- 3.2 The Association also has regard to the Scottish Social Housing Charter' as introduced by the 2010 Act and sets out the standards and outcomes that all social landlords are expected to meet in the delivery of their services. This policy takes specific account of outcome 1 as follows:-
Outcome 1 - Equalities: *"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"*

4. Delegation of Responsibility

- 4.1 The Property Services Assistants (PSAs) and/or Officers (PSOs) will be responsible for highlighting the policy and procedures associated with carrying out alterations or improvements, when signing up new tenants.
- 4.2 The Property Services Officers (PSOs) (Housing/Maintenance will provide the initial and ongoing contact with any tenant who enquires about carrying out alterations or improvements and the PSO (Maintenance) will be responsible for recording and processing the application forms and providing written confirmation of the outcome to the tenant.
- 4.3 The PSO Maintenance will visit the tenant's property where required, to discuss and assess proposed alterations or improvements, provide technical guidance and advise on the details of any conditions to be attached to the Association's approval, to the tenant, as well as the Property Services staff.
- 4.4 Any requests to carry out alterations or improvements that are of a non-standard nature will require approval of the Property Services Manager.

5. Process

- 5.1 Applications to carry out alterations or improvements (other than interior decoration) must be made in writing to the Association on a standard form available from the Association's offices, or in any other appropriate written form. (See Appendix 2)
- 5.2 All applications received will be acknowledged within 3 working days and the tenant advised in writing of what is required of them and of the Association. Tenants will also be reminded not to start any works until they have received written permission from the Association. (See Appendix 3)
- 5.3 The Association must advise the applicant in writing of whether they can proceed or not within 28 calendar days. If the Association does not respond within this time period it will be deemed that permission has been granted. This is in accordance with the Housing (Scotland) Act 2001. (Appendix 4)
- 5.4 Permission will normally be granted subject to the following conditions:-
- i) the Association is satisfied any proposed alterations or improvements will meet relevant standards of safety and workmanship (although the Association will accept no responsibility for supervising the work).
 - ii) unreasonable maintenance expenditure will not be involved.

- iii) the work will not detract from the future letting of the property.
- iv) appropriate building warrants, planning permissions etc. have been received
- v) any fixtures or fittings belonging to the Association that are being removed, are re-instated at the end of the tenancy, if the tenant intends to remove their own, or if requested to do so by the Association.
- vi) replacement parts and ongoing maintenance resulting from the alterations is at the tenant's own expense.
- vii) should any nuisance to neighbours be deemed to be caused or exacerbated by any alterations or improvements carried out, e.g. the installation of laminate flooring, the tenant may subsequently need to remove it.

5.5 A pre-inspection may be required before any work proceeds depending on the nature of the work and a post inspection may also be carried out, upon completion of the works. This will generally be carried out by the PSO Maintenance, or other member of the Property Services Staff, as appropriate.

5.6 If upon post inspection the work has not been carried out to a standard acceptable to the Association, the tenant will have to bring the job up to the required standard or remove the work and reinstate the property to its original condition.

5.7 If an application to carry out an alteration or improvement is refused the reasons for refusal will be given in writing and the tenant advised of their right of appeal.

6. Reimbursement

6.1 To be eligible for compensation the tenant must provide receipts for work done at the time of application and granting of permission.

6.2 Compensation payments will be made on a depreciation basis, in accordance with the Right to Compensation for Improvements Policy.

6.3 Tenants will be advised of the rules regarding compensation (where appropriate), at the time the permission for the work is granted.

(Cross Ref: The Right to Compensation for Improvements Policy)

7. Role of The Committee

7.1 The role of the committee will be limited to:-

- (i) considering and reviewing the policy
- (ii) dealing with complaints in accordance with the Complaints Policy

8. Confidentiality and Data Protection

- 8.1 The Association will ensure that we meet the requirements of the General Data Protection Regulations 2018. All information provided by customers in relation to this policy will be treated with the strictest of confidence and will not be disclosed to any third party without the express permission of the person concerned.
- 8.2 Under the Data Protection and Access to Information legislation, customers have the right to request access to information pertaining to them which is held by the Association. Requests for such access will be processed in line with the Association's relevant policy and procedures.

9. Policy Review

- 9.1 This Policy will be reviewed every three years, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards.

ALTERATIONS AND IMPROVEMENTS PROCEDURES

1. Upon receipt of an Alterations/Improvements Application, (Appendix 2) the PSO Maintenance will note the details on the Alterations/Improvements database.
2. The PSO Maintenance will acknowledge receipt of the application within 3 working days and attach a copy of the letter to the application form. (Appendix 3)
3. If the work is of a standard nature, (see undernoted list at Point 10), the PSO will determine whether an inspection visit is required and then issue the tenant with the relevant standard letter (Appendix 5) indicating approval with conditions. A copy of the letter will be attached to the application form.
4. If the work is of a non-standard nature, the PSO Maintenance will carry out a pre-inspection visit to clarify the proposals, before deciding whether to approve or not and what, if any, conditions should be applied to the approval, prior to notifying the tenant in writing.
5. Where an application is refused, the PSO will advise the tenant in writing of the reasons for refusal.
6. **All applications must be dealt with and the tenant informed of the outcome within 28 calendar days of their being received. Failure to do this will result in the alteration or improvement being deemed to have been granted.**
7. The PSO Maintenance will be responsible for recording all actions and comments on the database and record sheet, which will be held in the Alterations/Improvements Register until the application has been dealt with. Once the tenant has been notified of the decision, the application and all related correspondence will be filed in the tenant's house file (either in paper format or electronically, as appropriate).
8. Following completion of the works, the PSO Maintenance will carry out an inspection visit (where appropriate), to ensure the works have been carried out to a satisfactory standard.
9. Where the works are such that Compensation for Improvements may be applicable in future, the PSO Maintenance will advise the tenant of this in writing and that copies of invoices, planning permission and building warrant certificates where appropriate, must be provided, to enable eligibility for any future payment.
10. Certain works are most commonly requested and therefore attract a standard reply – (See Appendix 5 for standard approval letters with conditions)
 - (i) Installation of laminate flooring
 - (ii) Installation of satellite dish
 - (iii) Installation of burglar alarm
 - (iv) Erection of timber shed



**ALTERATIONS / IMPROVEMENTS
APPLICATION FORM**

1. Address of property to be altered / improved:

2. Full name(s) of tenant(s):

3. Daytime Contact Tel No:-

4. Details of proposed alterations / improvements:

(Please provide fullest details including plans, specification, details of materials, etc)

5. If you intend to remove any existing fixtures or fittings owned by the Association, please detail:-

6. To be eligible for the Right to Compensation for Improvements you must provide copies of all invoices for work and/or receipts for materials, etc. **(NB. This only relates to certain improvements as specified in the Housing (Scotland) Act 2001)**

Please give Estimated Cost of Works _____

7. If the proposed work requires Planning Permission and/or a Building Warrant, you must also provide copies of these documents as proof of permission having been granted, prior to any work being carried out.

Have you applied for Planning Permission? YES / NO

Have you applied for a Building Warrant? YES / NO

7. **DECLARATION**

I understand and accept that no work should be carried out unless and until written permission has been received from Calvay Housing Association Ltd.

Tenant(s) Signature: _____

Date: _____

Please return to:

**Calvay Housing Association
16 Calvay Road
Barlanark
GLASGOW G33 4RE**

Any queries, please contact:-

**Tel: 0141 771 7722
Email: enquiries@calvay.org.uk**

Date

Name
Address
Barlanark
Glasgow

Ref:G:\ALLDATA\MAINTCE\ALT - IMP\Adknowledgement Letter.doc

Dear

APPLICATION FOR ALTERATIONS / IMPROVEMENTS PERMISSION

I acknowledge receipt of your application for permission to carry out alterations or improvements to your property which was received on(Enter Date).

Please note that all Scottish Secure Tenants, who want to make alterations to their property, must get written permission from their landlord before carrying out any works. Landlords have one month in which to provide a written response and may grant permission with or without certain conditions being attached. Landlords must not withhold permission unreasonably, but if permission is refused, we must let you know our reasons for this. This is in accordance with the Housing (Scotland) Act 2001 and is also noted in your Tenancy Agreement in Clauses 5.23, 5.24 & 5.25 under Alterations & Improvements.

While we legally have a month to respond to you, we will always try to respond as soon as possible. However you must not start any works until you have received our written permission. I trust this clarifies the situation.

Yours sincerely

HOUSING (SCOTLAND) ACT 2001
SCHEDULE 5 SCOTTISH SECURE TENANCY: ALTERATIONS,
(Introduced by section 28)

SECTION 28 – LANDLORD’S CONSENT TO WORK

- (1) It is a term of every Scottish secure tenancy that the tenant is not to carry out work, other than interior decoration, in relation to the house without the consent in writing of the landlord, which must not be unreasonably withheld.
- (2) In this section and Part 1 of schedule 5, “work” means—
 - a) alteration, improvement or enlargement of the house or of any fittings or fixtures,
 - b) addition of new fittings or fixtures,
 - c) erection of a garage, shed or other structure,
 - d) but does not include repairs or maintenance of any of these.
- (3) The provisions of Part 1 of schedule 5 have effect as terms of every Scottish secure tenancy.
- (4) The Scottish Ministers may issue guidance to landlords as to the standards to which different descriptions of work should be carried out and as to the matters to which landlords should have regard in considering imposing conditions under paragraph 2(b) of schedule 5 as to the standard of work.

PART 1 OF SCHEDULE 5 - ALTERATIONS ETC. TO HOUSE

- (1) tenant under a Scottish secure tenancy who wishes to carry out work must make a written application to the landlord for the landlord’s consent, giving details of the proposed work.
- (2) the landlord may—
 - a) consent,
 - b) consent subject to such reasonable conditions as the landlord may impose, or
 - c) refuse consent, provided that it is not refused unreasonably.
- (3) The conditions which may be imposed under paragraph 2(b) include conditions as to the standard to which the work is to be carried out; and in considering whether to impose such a condition the landlord must have regard to—
 - a) the age and condition of the house,
 - b) the cost of complying with the condition, and
 - c) any guidance issued under section 28(4).

- (4) The landlord must intimate its consent or refusal, any conditions imposed and, in the case of refusal, the reasons for the refusal, to the tenant in writing within one month of receipt of the application.
- (5) If the landlord fails to comply with paragraph 4, it is to be taken to have consented to the application.
- (6) A tenant who is aggrieved by a refusal, or by any condition imposed under paragraph 2(b), may raise proceedings by summary application.
- (7) In such proceedings the court must, unless it considers that the refusal or, as the case may be, the condition is reasonable, order the landlord to consent to the application or to withdraw the condition.
- (8) In deciding whether a refusal or a condition is reasonable the court is to have regard in particular to—
 - a) the safety of occupiers of the house or of any other premises,
 - b) any expenditure which the landlord is likely to incur as a result of the work,
 - c) whether the work is likely to reduce the value of the house or of any premises of which it forms part, or to make the house or such premises less suitable for letting or for sale, and
 - d) any effect which the work is likely to have on the extent of the accommodation provided by the house.

Dear

APPLICATION TO INSTALL LAMINATE FLOORING

I refer to your application for permission to fit laminate flooring in (*list rooms specified*) which was received in this office on (*Insert date*). I now confirm that approval has been granted, subject to the undernoted conditions:-

- 1) You will be liable for any damage to under floor services, e.g. water, electricity or gas pipes, as a result of the installation.
- 2) Any doors that require to be adjusted to close as a result of the increased flooring height will be your responsibility.
- 3) Any required levelling of the existing floor to allow the installation to be carried out will be your responsibility.
- 4) Should the Association require access under the existing floorboards to carry out any repairs or maintenance to the property, it will be your responsibility to lift and relay the laminate flooring to allow such access, not the Association's.
- 5) The Association will not accept liability for any damage to your laminate flooring that has been lifted for access purposes.
- 6) If you end your tenancy at any time in the future you will generally be required to lift and remove the flooring prior to leaving the property, unless an alternative arrangement has been made with the Association and the incoming tenant, prior to your moving out.
- 7) All tenants must have respect for their neighbours as per their tenancy agreement. Should any noise nuisance to your neighbours be deemed to be caused or exacerbated by the laminate flooring, you may need to remove it.

I trust this clarifies the situation and appreciate your co-operation in this matter, but should you require any further information or discussion, please do not hesitate to contact me.

Yours sincerely

Dear

APPLICATION TO INSTALL SATELLITE DISH

I refer to your Application to install a satellite dish, which was received in this office on and now advise that approval to proceed has been granted, subject to the undernoted conditions:

- 1) The satellite dish must be situated in the garden area on a freestanding pole and not on the building wall or fence.
- 2) The installation must be carried out by a competent contractor to ensure the safe siting of the pole and dish.
- 3) You will be wholly responsible for the maintenance of the installation, not the Association.
- 4) If you end your tenancy at any time in the future, it will be your responsibility to have the dish removed and the pole (if appropriate) and ensure the affected garden area is returned to its original condition, prior to leaving the property.
- 5) You must advise the Association when you have carried out the installation, so that our Property Maintenance Officer can carry out an inspection visit to ensure the work has been completed to our satisfaction.

I trust this clarifies the situation and appreciate your co-operation in this matter. Should you require any further information or discussion in this regard then please do not hesitate to contact me.

Yours sincerely,

Dear

APPLICATION TO INSTALL A BURGLAR ALARM

I refer to your recent request to install a burglar alarm in your property and now confirm the situation in this regard. The Association would have no objections to this, subject to the undernoted conditions:-

- 1) No damage is caused to the internal or external walls
- 2) Any internal wiring must be clipped to the top of the skirting and door facings so that there is no damage to the property.
- 3) Any holes that require to be made to the external walls must be properly plugged.
- 4) The alarm box should not be fitted on the front elevation of the building, but on either the side or rear.
- 5) Any wiring required must be carried out by a qualified electrician.
- 6) Ongoing maintenance of the alarm will be your own responsibility and not that of the Association.

Please contact the Association to advise when you have completed the installation, so that the Maintenance Officer can call out and inspect the work, to ensure it is of a satisfactory standard. I trust this clarifies the situation, however, please do not hesitate to contact me should you require any further information.

Yours sincerely

Dear

REQUEST TO ERECT A GARDEN SHED

I refer to your recent request to erect a shed in your garden, which was received in this office on..... and now confirm the situation in this regard.

The Association would have no objections to this, subject to the undernoted conditions:-

1. The shed must be of a standard size and sited in the rear garden on a secure level base.
2. There must be a minimum clear distance of 1metre all round from fences, buildings, bin stores, etc. to allow litter clearing and grass cutting.
3. The shed must not interfere with any service installations, i.e. water, gas, drainage or electricity. Should access be required to such services and are found to be underneath the shed, you will be obligated to remove it immediately to allow excavation / inspection of any such services. The Association will not be liable for any reimbursement in this regard.
4. You will be responsible for the repair and maintenance of the shed.
5. If you end your tenancy, you will be required to remove the shed and return the affected garden area to a turf finish.

I trust this clarifies the position, however please do not hesitate to contact me should you wish any further discussion or clarification.

Yours sincerely