

Home Improvements Policy

Linked strategies	Live Safe, Live Proud
Version	1.0
Date approved by (State by whom and when)	EMT September 2024
Policy level	2
Agreed by Union (If applicable)	Not applicable
Date effective (Subject to staff consultation)	September 2024
Date of next review	September 2027
Policy Owner	Head of Property Investment, Sales and Lettings



1 Policy Statement

1.1 Greatwell Homes is committed to making our homes and neighbourhoods great places to live and we will achieve this by ensuring that our property portfolio meets the needs of and the standards our customers expect now and into the future. This policy supports the delivery of:

- Live Safe – providing homes where customers feel safe,
- Live Proud – shaping places that people are proud of,
- Live Green – making homes more energy efficient.

1.2 This policy sets out how we will support requests received from customers in relation to improvements that they would like to make to their home which fall outside the remit of standard repairs and maintenance that we should be completing as a compliant and effective social landlord.

1.3 This policy has been developed to in response to the relevant legislative framework including but not exhaustively the following:

- The Housing Acts 1985, 1996 and 2004
- The Landlord and Tenant Act 1985 (s11)
- The Leasehold Reform Act 1993 (s121 and 146)
- Gas Installation and Use Regulations 1998
- Environmental Protection Act 1990 (s79-82)
- Occupiers Liability Act 1957 & 1987
- Defective Premises Act 1972
- Right to Repair Regulations 1992
- The Regulatory Reform (Fire Safety) Order 2005
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.
- Fire Safety Act 2021
- Building Safety Act 2022

2 Scope

2.1 This policy applies to all customers that live in Greatwell Homes properties, so general needs, market rent, independent living, leaseholders and shared owners. It also applies to properties that we manage on behalf of others – Rentplus.

If there is any variance between this policy and individual leases or tenancy agreements, then these will be reviewed and actioned on a case-by-case basis.



- 2.2 This policy sets the framework around how we will facilitate permission requests to enable customers to make alterations or home improvements, whilst ensuring our properties are safe and compliant.
- 2.3 Retrospective approvals for home improvements or alterations undertaken by customers without our consent will be reviewed on a case-by-case basis. In these cases, a disclaimer letter detailing the tenant's obligations and Greatwell Homes' right to repair or recharge any costs will be issued. Changes may need to be reinstated to their original condition or made compliant with relevant regulatory requirements dependant on the works that have been undertaken

3 Definitions

3.1 Home improvements

Major works that are proposed to be undertaken by customers to their home. This includes both the internal (e.g. kitchen or bathroom renewals) and external areas (for e.g. driveway or fencing works) within the boundary of their home.

3.2 Alterations

Minor works undertaken in the home which could include light fitting and faceplate replacements or internal door renewals (where permitted).

4 Policy Principles

4.1 Through this policy, we will demonstrate compliance through:

- Giving customers permission to carry out improvements within their homes in line with legal and regulatory guidelines.
- Ensuring all customers are treated in a fair and equitable way.
- Ensuring no compromise in terms of Health and Safety due to the improvements being requested to be made.

4.2 The Asset Investment Policy sets out how we will maintain our housing stock. To ensure the effective use of our financial resources as well as ensuring we are meeting decent homes standards, the renewal of key building components is based on two criteria:

- **Age** - life cycles for key components based on average life expectancy and failure rates, set against Decent Homes Standards.
- **Condition** - assessed via Stock Condition Surveys completed in each property once every five years, then added to planned works programmes accordingly

4.3 Customers are unable to request permission in the following circumstances:



- In the first year of their tenancy,
- For new build properties only - where the property is still within the first year of the defects rectification period,
- Where they have mutually exchanged a property, throughout the whole term of their tenancy, although certain exceptions may apply which are to be reviewed on a case-by-case basis.

4.4 Customers replacing key components outside of lifecycles as listed in the Asset Investment Policy, will relinquish their right for maintenance and repair of these.

Once the original fitted key component is past its average lifecycle, a customer with their own fitted component will be eligible for renewal under a planned programme, although they would still be responsible for maintenance of their own fitted component until any replacement takes place.

4.5 Types of requests

4.5.1 Permission will be refused if the proposed work would:

- Involve structural change to the property, unless related to a Disabled Facilities Grant application.
- Make the property unsafe.
- Increase our maintenance costs, prevent, or affect any works planned by us.
- Reduce the living space.
- Require planning or building regulations approval, unless carried out under a Disabled Facilities Grant issued and managed by the Local Authority.
- Reduce the value of the property.

4.5.2

Whilst this list is not exhaustive, examples of improvements we wouldn't permit include:

- Layout change (addition or movement of walls) where the walls are structural or supporting walls. Changes to timber frame properties are not allowed.
- Change of use of rooms (e.g., relocating kitchen / bathroom).
- Extensions, conservatories, or lean-to structures.
- Replacement of complete window sets (glazing/frame).
- Replacement or removal of internal fire doors (e.g., kitchen or open plan lounge/kitchen) providing protection to the rest of the property from fire, is not allowed.
- Installation of security bars on windows/doors restricting fire escape.
- Installation of cat/dog flaps. These reduce the security of all homes and impair the integrity of fire doors in blocks of flats.
- Removal of chimney breasts.



- 4.5.3
- Remove landlord's fixtures that are an essential feature of the structure or installations e.g., wiring and pipework.
 - Loft conversions

Customers can undertake the following if given prior permission and agree to provide suitable certification (where required):

- Kitchens and bathrooms
- External doors to individual dwellings (excluding flats) and French doors if no wider than the existing installation to be replaced.
- Minor electrical alterations are allowed, e.g., light fittings, surface plates, additional light or socket installations. Recessed downlighters are not allowed.
- Internal non-fire door renewals.
- Taps.
- External alterations such as the addition of a dropped kerb or front and rear fencing

Noting that permitted improvements made to a property must remain in the property if the customer leaves.

4.6 Granting consent

4.6.1 Customers must obtain written consent from us (and have all other necessary approvals) before making improvements to their homes. Permission for improvements must be requested by the customer in writing.

4.6.2 Consent granted is for improvements as submitted – any changes in terms of design need to be resubmitted for permission to be granted.

4.6.3 We will not grant permission for property improvements where customers have any arrears on account.

4.7 If consent is granted, customers must be able to provide the following for home improvements and alterations when requested:

- Person/contractor chosen to carry out the work was suitably qualified or experienced e.g., registered with trade bodies.
- Invoices showing costs incurred. Proof that approval has been obtained where necessary from the local authority building control or planning departments, or any statutory utility provider.
- Plans/illustrations for improvement or alteration works.

4.8 Customer appeals when permission denied



4.8.1 We recognise that not all customers will accept the decision when permission for a home improvement or alteration is denied. In these cases, an appeal can be referred onto the relevant operational manager for review and a final decision to be made.

4.8.2 If following review, a customer still remains unhappy with the outcome, this will be processed in line with our Customer Complaints Policy.

4.9 **Right to compensation for improvements**

Where we have given our permission for improvements to be undertaken, customers could be entitled to compensation at the end of their tenancy. This comes under the Secure Tenants of Local Authorities Regulations 1994.

The amount of compensation owed is calculated in line with The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994. This calculation considers how the cost of the improvement and the expected lifetime the improvement has left. The calculation is as follows:

$$C \times \left(1 - \frac{Y}{N}\right)$$

C = The cost of the improvement, which shall exclude the amount of any grant or minor works assistance under Part VIII of the Local Government and Housing Act 1989(6) or the Home Energy Efficiency Grants Regulations 1992(7) paid in respect of the improvement.

N = The notional life of the improvement.

Y = The number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed.

When a customer's tenancy comes to an end, they may make contact to claim compensation. For a compensation claim to be considered, the customer must apply in writing within the period starting 28 days before and ending 14 days after their tenancy comes to an end. The claim will need to include certain information, for example, a letter of consent from us, receipted invoices, copies of building certificates, and planning permission if required

5 **Implications for Customers and Staff**

5.1 A privacy impact assessment (PIA) has been undertaken for the service area and is available upon request.



This policy has been developed in consultation with our involved customers.

5.2 Equality Impact Assessment

An EIA has been completed and is available on request. The outcome of the assessment has identified that no major change is needed as no particular groups are positively or adversely affected.

6 Performance Management

6.1 Performance in terms of responding and resolving customer permission requests will be subject to a new OPI as follows:

Percentage of permission requests completed within the target response time.

Targets will be reviewed and agreed annually to ensure we are monitoring the efficiency and effectiveness of the service.

7 Responsibility and Decision Making

7.1 The table below illustrates the structure for responsibility and decision making in relation to this policy.

Person Responsible	Scope
Heads of Service: Property Investment, Sales and Lettings Housing & Support Services Property Services & Compliance Customer Experience	<ul style="list-style-type: none">Responsible for the effective delivery of dealing with process around permission requests and ensuring consistency in approach.
Operational Managers: Property Investment Asset Compliance Housing Services Repairs & Maintenance Customer Experience	<ul style="list-style-type: none">Responsible for ensuring that allocated requests within their services area are dealt with efficiency and effectively.
All Staff	<ul style="list-style-type: none">Responsible for processing requests and dealing with customers in line with this policy.

8 Review



8.1 This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner, updates or recommendations for changes will be presented to EMT.

Associated Policies	Associated Procedures
Asset Investment Policy	
Repairs and Maintenance Policy	
Void Management Policy	Void Procedure Manual
Health and Safety Policy	
Garage Policy	Garage Procedure
Neighbourhood Management Policy	
Environmental Policy	
Customer Complaints Policy	

