

Alterations and Improvements Policy

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1. Introduction

This policy outlines the broad principles that will be used by Clyde Valley Housing Association (CVHA) in the management of alterations and improvements, taking account of statutory and regulatory requirements.

2. Legislative and regulatory framework

CVHA will comply with the law and any relevant guidance from the Scottish Housing Regulator. Specifically, this policy should be read in conjunction with the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2006.

If CVHA gives landlord's consent to tenants for alterations or improvements to their home, this is done without prejudice. Tenants will require to comply with any statutory or regulatory requirements in relation to planning consents and building warrants - further advice can be provided by the relevant local authority. In addition, tenants will require to ensure that any works are carried out by a competent contractor, who complies with all relevant building regulations, etc.

3. Statement of Objectives

The Alterations and Improvement Policy aims to ensure that the Association appropriately records and monitors any alterations or improvements within our housing stock in accordance with legislation and good practice guidelines. The main objectives of this policy include:

- Ensuring that systems are established to enable the Association to comply with its duty in relation to alterations and improvements to dwellings.
- Establishing an effective monitoring system.
- Having systems in place, which ensure that processes are carried out efficiently, effectively, and economically for both Association and customer.
- Ensuring that audit trails exist within the Association's property databases and MRI Management System; and
- Reviewing policies, procedures, and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation.

4. General principles

4.1 Permitted alterations

If a tenant submits a request to alter or improve their home, CVHA will not refuse permission unreasonably.

[Appendix 1](#) sets out the types of alteration that CVHA may permit along with the conditions that would require to be complied with. [Appendix 2](#) summarises those alterations that are not permitted.

These are common alterations, but these lists are not exhaustive. Where a tenant seeks permission for an alteration or improvement that is not listed, CVHA will apply a test of reasonableness based upon the relevant circumstances of the case.

4.2 Granting in principle permission

If permission is granted in principle, CVHA will tell the tenant in writing, and this will include any conditions that apply and must be adhered to. The tenant may then proceed with the agreed alterations or improvements but must notify the Association that works

have been completed so that these can be checked.

If a tenant is unhappy with the conditions attached to the Association's permission or needs clarification, they should contact the Association before proceeding. If the tenant remains dissatisfied, they can appeal using the complaints procedure.

4.3 Granting formal permission

Where the Association has granted in principle permission, the tenant must have all associated works completed and provide written confirmation to the Association within 12 weeks of the date that in principle permission was granted.

If works have been completed to the Association's satisfaction, then a letter will be sent to the tenant confirming that formal permission has been granted. However, this permission will be granted without prejudice and the tenant will require to comply fully with any statutory or regulatory requirements in relation to planning consents and building warrants.

4.4 Refusing or withdrawing permission

If permission is refused, the Association will tell the tenant in writing, and this will include the reason for refusal. If the tenant is unhappy with the Association's refusal to give permission, they can appeal using the complaints procedure.

If in principle permission has been granted but works have not been completed to the standards originally approved, permission has been withdrawn.

If a tenant fails to confirm that works have been completed within 12 weeks of the date that in principle permission was granted, the Association will withdraw this permission. The tenant will be notified in writing where this occurs and will need to reapply if they wish to take forward alterations or improvements at a future date.

The Association may withdraw permission for alterations or improvements at any time if they cause nuisance to neighbours or affect the structural integrity of the property.

If a tenant is unhappy with the Association's refusal or withdrawal of permission, they can appeal using the complaints procedure.

4.5 Rechargeable repairs

If an occupied or void property has had unauthorised alterations or improvements carried out by the tenant, the provisions of the Rechargeable Repairs Policy may apply.

4.6 Right to Compensation for Improvements

If a property becomes void that has had authorised alterations or improvements carried out by the tenant, the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001 may apply (see Appendix 3).

5. Corporate fit

5.1 Linkages to other policies

CVHA's Alterations and Improvements Policy is consistent with a number of other key documents, including:

- Scottish Secure Tenancy Agreement.
- Rechargeable Repairs Policy.
- Estate Management Policy.
- Asset Management Strategy.
- Health and Safety Policy.
- Risk Management Strategy.
- Customer Care Policy.
- Complaints Policy.

5.2 Equalities, Diversity and Inclusion

At Clyde Valley we value people and their diversity and strive to be inclusive. We respect others, regardless of personal differences and we listen to people to understand their needs and tailor our service accordingly. We will strive to promote equal access to our service for all members of the community and provide fair and equal treatment, promoting human rights in line with our Equality, Diversity and Inclusion Strategy and Policy.

5.3 Confidentiality

CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence in terms of all applicable data protection legislation and in line with CVHA's Openness and Confidentiality Statement.

5.4 Business Plan and Risk Management

CVHA's Business Plan reflects that housing maintenance and asset management are key landlord responsibilities, and effectively managing alterations and improvements is part of this. We seek to mitigate against business risk through managing our housing maintenance service and asset management functions in an efficient, effective, and economic manner.

5.5 Lead Officer

The Director of Property & Development will have overall responsibility for this policy, and it will be delivered by the Repairs Manager.

Function / task	Responsibility
Alterations and Improvements Policy - review, amendment, and approval	Board
Alterations and Improvements Procedures - development, monitoring, and review	Director of Property and Development and Repairs Manager responsible for developing, monitoring, and reviewing operational procedures which reflect the principles set out within the Alterations and Improvements Policy.

Appendix 1 - Alterations and Improvements Policy Alterations that are permitted

Alteration	Conditions that must be complied with
Shower	Must be installed by a competent electrician. 10mm cable and copper piping must be used and a copy of the electrical installation certificate supplied.
Laminate or wooden Flooring	Only permitted in houses, bungalows, and ground floor flats. The Association will not be liable for any damage or requirement to uplift to allow repair/major repairs works.
Shed	Must be erected on solid concrete or slabbed base. Must consist of Timber and be no larger than 2.44x1.8x1.8m (LxWxH) and must be a minimum of 3m from any existing dwelling.
Driveway	If fence line is opened, gates must be installed to match the existing perimeter fence. Planning permission must be granted in writing from local authority to drop kerb. Subbase must consist of at least 150mm compacted hard-core, 50mm compacted sand with concrete slabs to a minimum requirement of 50mm.
Fencing	Maximum height of 1.8m in rear gardens and 1m in front gardens. Written agreement from neighbour required. Must be within own boundary line.
Kitchens	Full details of manufacturer's specification and installer must be provided so that the Association can make an informed decision on the quality of kitchen, availability of spare parts, etc. The kitchen must be of a safe regular design and comply with Scottish Housing Quality Standard requirements and have a minimum of 1 cubic metre of storage space.
TV Aerial	When fixed to a bracket within the loft space.
Wall-mounted Televisions	Must be adequately fixed by a competent tradesman using a TV bracket recommended by the manufacturer.
Loft insulation	Full details must be provided of installer/ company carrying out the installation, with the depth being to a minimum requirement of 270mm in depth.
Cavity wall insulation	Full details must be provided of installer / company carrying out the installation.
Ring Doorbells	When installed owner must be advised that they follow ICO guidance
Security/ burglar Alarm	Full details must be provided of installer / company carrying out the installation.
Close circuit television (CCTV)	Full details must be provided of installer / company carrying out the installation. Camera to be recording own property only and be installed in relation to CCTV data protection guidelines.

Alteration	Conditions that must be complied with
Dog kennels	Maximum size of 1m wide x 1.2m long x 1.2m high.
Satellite dish	When attached to purpose erected pole in garden.
Key safe/door entry system/temporary ramp/stair lift	Where requested by Social Work Department for households with particular needs.
Tiled floors	Houses, bungalows, and ground floor flats. Except where the property is still under a defects liability period.
Tiled walls	Except where the property is still under a defects liability period.
External taps	Internal pipework must be insulated and fitted with a balofix valve to isolate the external water supply.
Slabbing	Slabbing works must have a minimum of 100mm hard core to support the slabbed area and be free from any trip hazards. The slabbed area must also be maintained by the current tenant.
Fitted wardrobes	No structural changes allowed, and room must be reinstated to original layout if tenancy ends.
Internal doors	Fire doors must be replaced with doors of equal or approved fire rating. Any glazed doors must have regulation safety glass.
Windows and external doors	Specification must be approved by the Association. Must be like for like. No structural changes to the fabric of the building or canopies over doors.

Appendix 2 - Alterations and Improvements Policy Alterations that are not permitted

- Any structural alterations to dwelling or relocation of internal partitions
- Any non-structural alterations to partition walls, doorways, or archways
- Home extensions
- Laminate or wooden flooring in flats which are not ground floor
- Removal of level access or wet-floor shower rooms for bath (this may be authorised on a case by case basis - dependent on house type and age of adaptation).
- Relocation of radiators or installation of fireplaces / gas fires etc.
- Ceiling fans
- Any alterations to loft spaces
- 'Velux' windows
- Solar panels
- Satellite dish or flag poles where attached to building or fencing
- Patio doors
- Conservatories
- Decking
- Garages or carports
- Removal of grassed areas or garden ground to lay stones, unless part of agreed measure to remedy problematic land drainage
- Wood burning appliances

Appendix 3 - Right to Compensation for Improvements

What is the right to compensation for improvements?

Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation from their landlord for improvements which they have made to their home on or after 30 September 2002. For a tenant to qualify for this compensation:

- the landlord must have approved the improvement; and
- the tenancy must have ended.

A tenant can apply for compensation when they know that their tenancy is coming to an end. They should let their landlord know about this as early as possible.

If a tenant was a secure tenant and had carried out improvement to their home before 30 September 2002, they will continue to have rights to compensation but under the old scheme and this will need to be considered separately.

Who gets compensation?

Scottish secure tenants and short Scottish secure tenants may be able to get compensation for any approved improvements to their house or flat.

If the tenancy has ended because the tenant has died, or in other special circumstances, compensation can still be claimed. If a tenant has succeeded to the tenancy, any entitlement to compensation will need to be discussed and clarified by the landlord.

Is permission needed to make improvements?

Tenants must get written permission from their landlord before they make any improvements. If the landlord refuses permission, the tenant has the right to appeal to the Sheriff Court. But compensation can only be paid if the landlord has agreed to the improvements.

What type of improvements can tenants get compensation for?

Tenants can get compensation for certain improvements which were started on or after 30 September 2002. These include installing, replacing, or fitting:

- bath or shower.
- cavity wall and sound insulation.
- double glazing/other window replacement/secondary glazing.
- draught proofing of external doors and windows.
- insulation of pipes and loft.
- water tanks or cylinders.
- kitchen sink.
- rewiring.
- Worktops
- space or water heating.
- storage cupboards in bathroom or kitchen.
- Thermostatic radiators or valves.
- wash hand basin.
- water closet (WC); and
- work surface for food preparation

- Security measures including burglar alarm systems
- Installation of mechanical ventilation in bathroom.

Decorating the inside of the property does not qualify for compensation.

How do tenants get compensation?

Tenants must make a claim in writing to their landlord within the period starting 28 days before and ending 21 days after their tenancy comes to an end. If in doubt, tenants should ask their landlord how to claim.

The landlord needs to know:

- the tenant's name and address.
- what improvements they have made.
- how much each improvement cost; and
- The date the improvements were started and finished.

The landlord will want to inspect the improvements.

How much can they get?

Tenants can receive up to £4,000 for each improvement. But they will not receive any compensation for an improvement if the amount of compensation would be less than £100.

How do landlords work out compensation?

The landlord will start with the cost of the improvements and may ask the tenant to provide proof of the amount that they have spent. Tenants should keep a copy of bills in a safe place and may want to send copies to their landlord when the work has been done.

If a tenant has had financial help such as a grant to help make their improvements, the landlord will take the amount of this grant from the cost of the improvements.

The value of any improvement falls as the improvement gets older and as the tenant gets use of it. The compensation paid will take the age of the improvement into account.

The landlord may also reduce the compensation if they believe that the tenant paid too much for the improvement or if the quality is higher than it would have been if the landlord had done it.

The landlord may also increase or reduce the compensation depending upon the condition of the improvement when the tenancy ends.

The landlord can also take any money that the tenant owes from the compensation that they are entitled to (for example, for unpaid rent).

What can tenants claim compensation for?

Tenants can claim compensation for:

- the cost of materials (but not appliances such as cookers or fridges); and
- Labour costs (but not a tenant's own labour).

The tenant will need to give the landlord an invoice to show how much the improvements cost. If the tenant has not got an invoice, they should tell the landlord straight away and give a rough idea of the total cost.

What if a tenant doesn't agree with the landlord's decision on a claim?

Tenants can ask the landlord to reconsider their decision within 28 days of receiving it. The decision must be reviewed by an independent valuer or surveyor of the landlord's choice, or any members, committee members or board members who were not involved in making the original decision.

Policy Change History

Version No:	Substantive Change	Author of Change	Approval	Date	Website
1.0	Formatting sorted; new front page & version history applied.	A Cavinue		11/07/23	Y
2.0	<ul style="list-style-type: none"> • EDI statement added. • Job titles updated. • Types of improvements that tenants can get compensation for have been added. • Inclusion of ring doorbells. 	R Pollock	Board	26/08/24	Y