



# Resident **Alterations** and **Improvements** Procedure

# Resident Alterations and Improvements Procedure

## 1.0 Introduction

Enfield Council Housing encourages residents (secure tenants and leaseholders) to take pride in their home by making small scale improvements and alterations, where they wish to. This policy outlines:

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## 2.0 Scope

2.1 Secure tenants have a legal right to make alterations and improvements to their homes provided that they obtain written permission (and gain consent) before they carry out any works. Introductory tenants are not entitled to make alterations or improvements under this policy.

2.2 Leaseholders are entitled to make alterations in accordance with the terms and conditions of their lease, provided that they obtain written permission (and gain consent, where it is stipulated in the lease) **before** they carry out any works. For specific or more complex leaseholder enquiries, please seek guidance from the Home Ownership Team.

## 3.0 Legal framework

The main areas of law that are relevant to this procedure are:

- The Housing Act 1985 specifies that it should be a term of a secure tenants' tenancy that they obtain consent from their landlord for any improvements
- The terms and conditions of the Tenancy Agreement which outlines tenants' rights and responsibilities, and
- Leaseholder's rights to make alterations are governed by the terms of

their lease

- The Housing Act 1985 which outlines the right to be compensated for certain improvements at the end of a tenancy provided the improvements were started on or after 1 April 1994. Prior to this date a discretionary compensation scheme was in operation.
- Planning Applications
- Building Regulations - The legislative framework of the 'Building Regulations' is principally made up of the Building Regulations 2010 and The Building (Approved Inspectors) Regulations 2010. Building Regulations cover procedural regulations that set out what kind of work needs Building Regulations approval and how that approval should be obtained and technical requirements that set the standards that should be achieved by the building work.

#### 4.0 Definition of improvement

4.1 “Improvements” are defined as “alterations in, or additions to, a property” including additions or alterations to the landlord’s fixtures and fittings, alterations to the services to the property, alterations or improvements which change the original floor plan of the dwelling, and the carrying out of external decorations.

4.2 Satellite dishes, wireless or television aerials are covered by a separate policy.

#### 5.0 Types of works that will not be considered

5.1 **Enfield Council Housing will NOT normally consider or give approval for structural alterations** (e.g., removing or altering walls, closing or opening up new openings for windows and/or doors, removal of chimney breasts, extensions to flats such as loft conversions of the communal roof void or ground floor extensions, conservatories, porches, etc.), **or changing the use of rooms, for example, changing a living room into a bedroom, kitchen into bedroom or switching bathroom/kitchen configurations or moving services.** All requests will be considered on an individual basis, but only after full scheme details, plans and/or drawings have been provided and where any necessary building approval consent or other relevant consents have been provided.

#### 6.0 Types of works that will be considered

6.1 Examples of works that would be assessed and given consideration under this policy include, but are not limited to:

- Installing replacement windows or doors
- Building or removing a structure in your garden including a shed, greenhouse, gazebo, wall or fencing.
- Adding, altering, moving (or removing) any gas, electrical or water services.
- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Felling of a tree in the garden (e.g. where it is a hazard). This might require planning consent.
- Installing a driveway or pavement crossing or greensward use
- Decorating the outside of the property
- Erection of fences, gates or boundary walls

**For the health and safety of all residents, UNDER NO CIRCUMSTANCES should residents undertake any structural alterations or changes to services without the prior written consent of Enfield Council Housing.**

At all-time works should only be undertaken by appropriately qualified and professionally accredited tradespeople.

**The above list is not exhaustive and is for guidance only. Each case will be assessed on its individual merits.**

- 6.2 **NOTE:** Permission to lay hard flooring e.g., laminate flooring or tiles will be refused unless it is on the ground floor. Permission to lay ceramic flooring will be refused unless laid in a kitchen or bathroom.

## **7.0 Enfield Council Housing responsibilities**

- 7.1 Officers are to be fair and consistent in considering requests made by tenants to carry out improvements and alterations to their homes. When making decisions, Enfield Council Housing will consider any potential concerns for neighbouring homes and also protect its own interest in the property. All decisions will be confirmed in writing by a Neighbourhood Officer.
- 7.2 Enfield Council Housing requires residents to seek permission **before** seeking building control and planning consent. Otherwise, an applicant could be to put unnecessary expense if they are refused permission by the landlord.
- 7.3 Clearance of any rent arrears or other debts owed to, or collected by Enfield Council.
- 7.4 Enfield Council Housing will attach reasonable conditions to any consent given. This may include:
- **An estimate of timescales** for completed works e.g., in accordance with guidance provided by the Planning Department.
  - **Allowing access** for an inspection to the property (within 21 calendar days) after completing the works
  - Allowing access for an inspection to the A description of the quality of materials that must be used in accordance with agreed specifications
  - Works must be carried out by a suitably qualified person/contractor.
  - Where requested by Enfield Council Housing certificates/guarantees or warranties must be provided e.g. FENSA certificate, GAS Safe registration details, etc.
  - Complying with ALL relevant regulations for carrying out the proposed works (See 8.2 below)
- 7.5 Where permission is refused Enfield Council Housing **will not** be liable for reimbursing residents for any charges/fees or for any other costs incurred.
- 7.6 Enfield Council Housing **will not** be liable for any loss or damage to any alterations carried out by the tenant with or without written permission/consent from Enfield Council Housing.

- 7.7 Any alterations carried out by a leaseholder that affects the deeds of the property, the leaseholder will be responsible for any expenditure, including legal and land registry costs associated with regularizing the deeds. Variation to the deed may include, for example, granting the Council access via the leaseholder's property for the maintenance of the building as a whole.

Enfield Council Housing **will not** assist with payment towards the cost of carrying out the improvement.

- 7.8 Rent **will not** be reduced or altered as a result of any improvement; even if the improvements has had an effect on the value of the property \*
- 7.9 Residents will be recharged for any repairs that Enfield Council Housing has to carry out if the repairs relate to, or arise from, alterations or improvements.
- 7.10 Permission is not considered given until Enfield Council Housing receives signed and dated copies of all relevant scheme details, plans, designs, consents, letters or other necessary documents to make a decision.
- 7.11 At the end of a tenancy, we will consider claims for the outstanding value of any improvement made by residents who carried out improvements to their homes with our written consent (Right to Improve policy deals with specific improvements only – see S 15 and 16 below).

## **8.0 Residents' responsibilities**

- 8.1 Residents are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. Residents can use the application form to make a request. See end of document.
- 8.2 Residents are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works including:
- Building regulations
  - Planning (including conservation areas)
  - Listed building permissions
  - Gas, electricity or water companies
  - Consent to prune or fell a tree, where necessary
- 8.3 Residents are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions and void any consent given.
- 8.4 Residents are responsible for paying any fees or charges that arise from seeking the appropriate permissions.
- 8.5 Approved alterations to the property must be completed in a reasonable timescale, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission.
- 8.6 All electrical work carried out at the premises, set out in the Electrical Regulation, January 2005, must be undertaken by a competent electrician and must carry a certificate of compliance as per the Electrical Regulations (BS7671) or any other regulations in force at the time of the request or as amended.
- 8.7 All works relating to the installation, removal or relocating of a gas appliance must be carried out by Gas SAFE registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 8.8 All work on asbestos containing materials must be carried out by a suitably

- competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006 (as amended).
- 8.9 All plumbing works must be carried out by a suitably qualified and competent plumber.
- 8.10 For certain works, residents may be required to submit relevant paperwork including:
- Specification for the full work that is planned
  - Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body, insured to carry out the required work and VAT registered). Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors, FENSA certificates etc.

The above list is not exhaustive. Residents will be advised of any further requirements when their application is being considered.

- 8.11 Residents are responsible for finding alternative accommodation, at their own expense if they have to move out of their property during any works. Rent will be charged during any period where a tenant is required to move out.
- 8.12 If Enfield Council Housing carries out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying for any and/or all recharges.

## **9.0 Refusing permission**

- 9.1 Permissions will be refused if it is considered that the intended work:
- Makes the property unsafe
  - Increases maintenance costs for the Council
  - Increases fire risks e.g., replacing fire resistant front doors, cupboard doors or other doors (e.g., hallway doors) in communal areas
  - Results in overcrowding
  - Reduces living space
  - Breaches planning, building or conservation area regulations
  - Does not comply with relevant regulations, health and safety, etc.
  - Reduces living space
  - Breaches planning, building or conservation area regulations
  - Affects any work planned under a modernisation or improvement programme
  - Reduces the value of an Enfield Council Housing property
  - Appears unsightly or out of keeping with the character of the development or surroundings
  - Is likely to be a source of annoyance or disturbance to neighbours
  - May result in making the property difficult to let in the future
  - Restricts access to service points such as stopcocks
  - Involves erecting security grilles on doors or windows
  - Is to a property or block that has been identified for proposed regeneration
  - Is not in accordance with the principles set out in this document

The above list is not exhaustive and every request will be considered

individually.

9.2 **IMPORTANT NOTE:** Security grilles pose a serious access risk (especially in the case of fire) and are prohibited from use on all Enfield Council Housing properties

## 10.0 Responsibility for future maintenance

10.1 Enfield Council Housing will not be responsible for maintaining items that have been installed by residents.

10.2 At the end of their tenancy, residents will not be permitted to remove fixtures that are an essential feature of the structure or installations.

10.3 At the end of their tenancy, residents may be instructed to reinstate the property to its original condition. The cost of this will be borne by the tenant. \*

## 11.0 Appeals

11.0 If a tenant is dissatisfied with a condition set or a decision made by Enfield Council Housing, they **MUST** follow Enfield Council's published complaints procedure.

11.1 Residents can also appeal to the County Court (or the Leasehold Valuation Tribunal in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by Enfield Council Housing or the statutory improvement compensation offered is too low\*. In determining whether permission has been unreasonably withheld, the County Court will have regard to the extent to which the improvement would be likely:

- To make the property, or any other premises less safe to occupiers
- To cause Enfield Council to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the property would realise if sold on the open market or the rent the Council would be able to charge on letting the property.

## 12.0 Unauthorised alterations or improvements

12.1 It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any improvement. If a resident carries out an improvement without obtaining written permission. Enfield Council Housing may grant retrospective permission subject to the resident making a written application within 28 days of being instructed to do so.

12.2 Further action may be taken if:

- The improvement has already been carried out and the tenant refuses to make an application
- The tenant is refused permission on application and does not reinstate the property to its original condition
- The quality of the workmanship or the materials used are below the required standard.

12.3 In these situations Enfield Council Housing may start legal action.

### 13.0. Legal action

13.1 If residents fail to comply with our requirements, Enfield Council Housing will take appropriate action including, but not limited to:

- Formal injunctive action
- Ending a tenancy by applying to the courts or forfeiting of the lease
- Ordering the removal of an improvement that is a breach of the tenancy or lease conditions
- seeking damages and recharges for any costs incurred

### 14.0 Removal of an improvement

14.1 Enfield Council Housing reserves the right to reinstate the property to its original condition if the improvement is unsafe or causing damage to the structure of the property, or any adjoining property. Enfield Council Housing will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant or leaseholder

14.2 If appropriate, if Enfield Council Housing has to remove and dispose of any equipment or materials from a property, the tenant or leaseholder will be recharged for any costs incurred.

14.3 Further works carried out by Enfield Council Housing to rectify problems caused by residents' or leaseholder improvements will be recharged to tenants or leaseholders.

### 15.0 Compensation for tenants' improvements \*

15.1 When their tenancy ends, most council tenants have a right to claim compensation for certain improvements that they have carried out. A summary of the scheme is as follows:

- The scheme compensates tenants who have carried out improvements on or after 1 April 1994 but leave before they have gained full benefit from their investment.
- Enfield Council Housing **must** have granted permission for the improvement, this includes retrospective consent.
- Compensation is only paid for eligible improvements (see item 7.2) when the tenancy ends.
- The tenant must be a secure tenant at the time of the claim.
- Tenants who exercise the right to buy are **not** eligible as tenants own improvements are taken into account when carrying out the valuation.
- Tenants who lose their tenancy under a court order are **not** eligible.
- Claims can be made up to 28 calendar days before the tenancy ends or 14 calendar days after the tenancy end date. All claims must be made in writing.
- Invoices are required for materials and labour. The tenants' own labour costs are **not** eligible. There is no compensation for planning or professional fees.
- There is a lower limit of £50.00 and an upper limit of £3,000 for

compensation payable.

- Any payment due under this scheme can be offset against any arrears, including former tenant and secondary account debts.
- Tenants who are able to remove the improvement at the end of their tenancy and reinstate the original or return the area to its original state are **not** eligible to receive compensation

\*does not apply to leaseholders

## 16.0 List of eligible improvements (Sections 16 and 17 below does not apply to leaseholders)

- 16.1. The following table lists the improvements that tenants can make to their homes at their own cost for which compensation can be claimed at the end of the tenancy. The list also states their average notional life. The improvements may only be made where they do not already exist; and they will not be eligible for compensation if they are carried out as part a scheduled programme of works carried out by Enfield Council Housing.

Eligible Improvements	Notional Life
Note: <b>Notional life</b> is taken from the DCLG revised guidance: A Better Deal for Tenants (2007) <b>Eligible improvement</b>	
Bath, shower, wash-hand basin, toilet	12 years
Kitchen sink and work surfaces for food preparation	10 years
Storage cupboards in bathroom or kitchen	10 years
Central heating, hot water boilers and other types of heating	12 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft and cavity wall insulation	20 years
Draught proofing external doors or windows	5 years
Double glazing or other external window replacement or secondary	20 years
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15 years
Security measures (excluding burglar alarms)	10 years

## 17.0 Calculation of improvement compensation

- 17.1. The amount of compensation payable for an eligible improvement is calculated according to the following formula which takes into account wear and tear and depreciation:

$C \times [1 - (Y/N)]$  where:

C = the cost of the improvement.

Y = the age of the improvement in whole years, rounded up. N = the notional life of the improvement.

For example, kitchen cupboards installed 6 years ago at a cost of £1,000 have a notional life of 10 years. Therefore:

divide 6(Y) by 10(N) = 0.6 1 minus 0.6 = 0.4

Then multiply 1,000 by 0.4 = 400.

Therefore the tenant would be reimbursed with £400

## **18.0 Equality and diversity**

- 18.1 Enfield Council Housing will implement this policy fairly and equally and in accordance with the Equality Act 2010 (as amended).
- 18.2 Applications from households with disabled residents will be agreed wherever possible subject to planning and building control regulations and providing the proposed alterations do not have an adverse effect on other residents.

## **19.0 Safeguarding**

- 19.1 The Council's housing service will work with Adult Social Care and Children's Social Care to meet the aims of the Council's safeguarding strategies. Council Housing will ensure that staff understand safeguarding issues and are trained to recognise the signs and symptoms of abuse and know how to report their concerns to the appropriate department.
- 19.2 All staff working on behalf of the Council's housing management service, whether permanent or temporary, directly employed by the Council or a contractor, are expected to be vigilant for signs of abuse when visiting tenants in their home and report their concerns in accordance with agreed procedures.

## **20.0 Health and safety**

- 20.1. When considering a request to make an alteration or improvement to a property the Technical Officers must take into account the health and safety implications of the proposed works. Enfield Council Housing will use the legal powers available to ensure unauthorised alterations that pose a risk to health and safety are reinstated or removed as quickly as possible.

## Application form (page 1 of 4)

## Appendix 1:

### RESIDENT IMPROVEMENT OR ALTERATION WORKS

**Before completing this form, you should read the Terms and Conditions of resident alterations which are attached below and Enfield Council Housing Alterations and Improvements Policy in full.**

1. Resident(s)/ Applicant(s) Name	
2. Address	
3. Telephone Number	
4. E-mail address	

<b>5. Summary of Proposed Work and Address (if different from above):</b>	
6. Is Planning Permission required for the work or any part of the work?	YES/ NO
<b>Do not apply for this until after landlord permission has been granted</b>	

<p>7. If YES, has planning permission been granted?</p> <p><b>Do not apply for this until after landlord permission has been granted</b></p>	<p>YES/ NO</p> <p>(Please attach any relevant documentation you may have)</p>
<p>8. Is Building Control approval required for the work? (You MUST rely on your own enquiries)</p> <p><b>Do not apply for this until after landlord permission has been granted</b></p>	<p>YES/ NO</p>
<p>9. If YES, has Building Control approval been granted?</p>	<p>YES/ NO</p> <p>(Please attach any relevant documentation you may have)</p>
<p>10. Is any other type of approval or permission required?</p>	<p>YES / NO (if yes, please state type of permission required and from whom)</p>
<p>11. Start Date (or estimate) for proposed work:</p>	
<p>12. How long do you estimate the work will take?</p>	
<p>13. Finish date for proposed work:</p>	
<p>14. Specification of work</p>	<p>YES / NO</p>
<p>15. Drawings attached</p>	<p>YES / NO</p>
<p>16. Name and Address of Contractors carrying out work (please complete giving details for each contractor)</p>	

**Council Housing – Resident Alterations and Improvements**

17. Estimated cost of total work	£
18. Does the contractor have relevant insurance?	YES / NO
19. Is a guarantee or warranty provided?	

If you intend to use more than 2 contractors, please copy relevant section (above) and complete contractor section (section 16 above) for every other contractor.

**The application form must be returned to your Neighbourhood Officer/Housing Manager together with a signed copy of the undertaking (see below)**

## Standard conditions for resident alterations

Enfield Council Housing will allow residents to undertake improvements to their property, provided the guidelines and conditions outlined below are strictly adhered to. Before completing an application form you must read Enfield Council Housing Policy on resident alterations very carefully and agree to be bound by it.

### **General conditions and guidelines**

1. Before the Enfield Council Housing can grant permission for works you propose to carry out, an application form must be completed and forwarded together with any plans, drawings, schedules of work and a signed copy of these conditions. You must obtain written approval from Enfield Council Housing prior to commencing any improvement works and keep all guarantees/warranties, and forward these or copies to Enfield Council Housing on completion of works.
2. Unless otherwise agreed, in writing by Enfield Council Housing, the total cost of the work and related expenses are to be met by you as the tenant of the property.
3. You must advise your Neighbourhood Officer when works are due to commence and when works are completed in order that Enfield Council Housing may inspect the works. You **MUST** provide access for us to inspect the works within 21 calendar days of completion of the works or when otherwise requested by Enfield Council Housing.
4. Any Contractors you employ must be suitably qualified and members of their respective trade organisation and hold a current Public Liability insurance policy. The manufacturer or contractor should provide a guarantee for some improvements.
5. You must ensure that the appropriate statutory authorities are involved where necessary:
  - Where planning permission or building regulation approval is required before undertaking some works, the approval/certificate must be sent to Enfield Council Housing before we can give our written permission for the work to be carried out.
  - Notices may need to be served on the gas, electricity and water and sewerage companies. If required, Enfield Council Housing will need to see proof of these notices before giving consent for works to go ahead. Any conditions required by these statutory or responsible authorities **MUST** be met.
6. In carrying out the works, you will be required to ensure:
  - a) That if there are common parts to the building, they must be protected and clear of obstruction. After the works have been completed, common parts should be cleaned and free from dust;
  - b) That any damage caused during the works are notified and put right at your expense. You will be liable for any claims of damage from a third party
  - c) You should notify all neighbours likely to be affected by the works and take all possible steps to minimise inconvenience, noise and nuisance to them. In particular no work should be undertaken during the hours of 10pm and 8 a.m. Noisy operations which may disturb others should only be undertaken between the hours of 9am – 5 pm Monday to Friday and Saturday mornings.
  - d) Where works necessitate the interruption of services to neighbours, i.e. temporary disconnection of gas, water and electricity, mutually satisfactory arrangements must be made with them beforehand and notified to Enfield Council Housing in writing;
  - e) Access is available for Enfield Council Housing to inspect works both before commencement and after completion of works. To encourage applications, no fee is payable for any inspections or re-inspections. Should conditions not be met

and/or the works are not progressing in a satisfactory manner, Enfield Council Housing reserves the right to order the works be stopped.

7. In making any application to carry out an alteration, you are required to sign or acknowledge the copy of these conditions and return it to Enfield Council Housing.
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## UNDERTAKING

I have read Enfield Council Housing' resident alterations policy. I fully understand the policy. I will abide by the conditions stated above and the terms and conditions in my tenancy or lease agreement.

Signed .....

Date .....

Name of Resident (s) .....

*A signed or approved copy of these Standard Conditions for Residents' Alterations must be returned to Enfield Council Housing together with a completed copy of the Application Form.*

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