



<b>Policy title:</b>	Customer Home Alterations Policy		
<b>Scope:</b>	Aspire Housing		
<b>Policy owner &amp; job title:</b>	Head of Assets and Sustainability		
<b>Approver:</b>	Senior Management Team		
<b>Date:</b>	May 2023	<b>Review Due Date:</b>	May 2025

#### **Policy summary:**

- This policy covers all works and alterations, and potential works and alterations, which Assured Tenants in accommodation owned by Aspire Housing may wish to undertake in the future or have undertaken in the past. In this policy reference to 'Assured Tenants' includes 'Assured Shorthold Tenants'.
- This policy ensures compliance with Aspire's obligations under the Housing Act 1988 as amended by the Housing Act 1996.

#### **Associated Policies & Procedures:**

Adaptations Policy

Repairs, Maintenance and Investment Policy

Customer Home Alterations Procedure

## **1. POLICY STATEMENT**

### **Background**

Aspire offers customers the opportunity to carry out alterations or improvements in and to their own homes alongside the planned and reactive maintenance delivered. In general, customers must obtain written consent before making any alterations or additions to their property.

## Considering Applications for Customer Home Alterations

All assured and shorthold assured tenancy customers are eligible to complete a customer home alterations application through the customer portal or by contacting the customer services team. All applications will be considered to meet Aspire Housing's People First Approach.

Alterations will generally only be accepted from customers who have been in their current property for over 12 months. The exception to this are;

- for customers who have transferred from within our stock, where although they may not have been in the property for over 12 months applications will be accepted; and
- requests for minor alterations where discretion will be given on accepting applications.

In considering applications to make alterations to the property, where the right to improve is granted in the tenancy, it is Aspire Housing's policy not to permit alterations that:

- have potential health and safety implications
- negatively affect the letability or value of the property
- affect the basic structural integrity of the building or adjoining building(s)
- are out of keeping or inconsistent with the rest of the property
- will be unduly expensive to maintain
- involve an unsuitable contractor in carrying out the alterations
- do not have the necessary third party permissions obtained for the work
- result in a breach of covenant which has been imposed on a property or development scheme
- alter the extent of the property demised.

If tenancy enforcement action is ongoing we will consider whether any application for alterations would be appropriate and have the discretion to not accept applications in certain circumstances.

If the property is within a defect period no alterations will be permitted, internally or externally, with the exception of erection of a satellite dish, shed or fencing, which will be considered for approval alongside restrictions imposed on the development scheme.

Types of alterations that may be considered for approval are (this list is not exhaustive):

- Erecting a garage or shed

- Fitting a new bathroom or kitchen
- Fitting a satellite dish
- Fitting an aerial
- Installing electric fire sockets, a shower or any electrical works (subject to obtaining relevant certification where applicable)
- Plumbing
- Decorating the exterior of your property
- Replacing internal and external doors (subject to evidence of compliance with fire safety requirements)
- Replacing or altering window panes
- Installation of CCTV cameras
- Hard surfacing to garden or driveway
- Installation of fencing, raising of existing fence height or removal of hedges to replace with fencing
- Installation of mixer shower or internal taps
- Installation of EV car chargers
- Installation of media walls
- External lighting
- **Any alteration where refusal of consent to the alteration would place Aspire Housing in breach of the Equality Act 2010.**

Types of alterations that are not permitted (the list is not exhaustive):

- Installation of a gas fire
- Installation of a wood burning stove
- Replacement of full window sets
- Cat flaps in doors
- Loft conversions
- Splitting or opening up rooms
- Conservatories
- Soundproofing
- Solar panels
- Loft boarding
- Ponds
- Greenhouses
- Structural works.

### **Customer Responsibilities**

Where works are approved for upgrade, the customer will be responsible for maintenance of these components through their lifetime. Aspire Housing accepts no responsibility for any damage caused during or arising from the work. This is subject to Aspire Housing's repairing responsibilities under section 11 of the Landlord and Tenant Act 1985, which apply as a matter of law.

Major works which require additional approvals, such as planning permission or building regulation approval, will be the customers responsibility. This includes a dropped kerb approval. The relevant approval(s) must be obtained ahead of commencing the works and evidence of the approval(s) must be provided to us.

It is the customers responsibility to design and specify the proposed alteration.

Work must be carried out by a suitably qualified person and work may be inspected throughout the process. At the end of the project the customer must provide all completion certificates.

### **Compensation and Recharges**

Through the Housing Act 1985, secure tenants were given the right to improve their homes and later, as the Housing Act 1985 was amended by the Leasehold Reform, Housing and Urban Development Act 1993, to receive compensation in certain circumstances when they vacated their homes. No similar right was ever granted by statute to Assured Tenants.

Housing Associations, including Private Registered Providers, often gave a contractual entitlement within Tenancy Agreements to tenants to allow them to improve their homes and receive compensation when they left the property, that were the same as or similar to the rights given to secure tenants by statute. This was to demonstrate that tenants would not be unfairly disadvantaged when considering an Assured Tenancy compared to a Secure Tenancy.

Aspire Housing has now removed this type of contractual right from its Tenancy Agreements for all new Tenants. The right remains in place for all existing customers where expressly permitted in the Tenancy Agreement.

Where a customer has a contractual right to receive compensation for any improvements made, Aspire will pay compensation in line with the policy and procedure that was in place at the time the works were approved and carried out. It is a requirement that customers have evidence of Aspire's approval for the work to be carried out and of the cost of the work through paid invoices or receipts.

### **Processing Applications**

Upon receipt of all application information, including supporting documents such as specification information, a decision will be reached within 28 days. If this timescale cannot be met then the customer will be informed and an extension agreed.

Approved works must be completed within 6 months of approval given: request for time extensions will be considered and granted on a case by case basis.

If a customer wished to appeal a refused alteration request, this must be done within 28 days in writing. An appeal will be dealt with by a manager who was not directly involved in the initial decision process.

An appeal decision is final and cannot be escalated through our customer feedback process for re-consideration, although aspects of the process and/or decision may legitimately be the subject of a formal complaint through the customer feedback process, as appropriate.

### **Alterations made without permission**

Where we have identified that a customer has made alterations or improvements to the home without permission, the customer will be required to obtain retrospective permission if they want the improvement to remain (subject to the terms of the tenancy agreement).

An inspection of the existing works will be carried out, where necessary, and evidence collected from the customer in relation to the work completed, in line with what we request if permission was being sought prior to works starting. Full consideration will then be given and changes may be requested in order for retrospective consent to be given.

If the customer is unable to provide detailed information on the work completed an assessment will be made on whether it is practical and safe for the improvement to remain or if it needs to be returned to its original condition.

Where unauthorised alterations have been carried out to properties involved in a mutual exchange process, the application will be suspended until resolution is reached, whether that be retrospective consent or removal of the unauthorised works.

Where retrospective consent is refused the customer will be required to reinstate the home to its original condition at their cost (subject to the terms of the tenancy agreement). A caution for breach of tenancy will be issued and the customer given reasonable timescales to comply with the instruction. If the alteration is a health and safety issue, immediate action may be taken by Aspire and the costs recharged to the customer.

## 2. EQUALITY & DIVERSITY

This policy has been considered against our Equality and Diversity Policy and provisions have been made within the Adaptations Policy and this Customer Home Alterations Policy as required.

Where a customer is applying to improve their home to help alleviate a disability, Aspire Housing will support the customer in line with the terms of this policy.

An equality impact assessment has also been carried out against this policy. Where people have specific needs to access the policy, or progress a matter via the policy, reasonable support would be given. By way of example, this may include the provision of the policy in alternate forms e.g. braille, large print or audio versions and ensuring that the process followed was reasonably adapted to reflect the needs of the individual.

## 3. RESPONSIBILITIES OF EMPLOYEE

All employees are required to be aware of the provisions of the policy and to administer Aspire's policy in accordance with the associated procedures. This includes making the Locality Team aware of alterations which may have been completed without permission.

### Asset and Sustainability Team

- To process all applications in line with the timelines set out within the policy
- To ensure all application decisions are recorded on central systems together with evidence of reasons or the decision
- Carry out the necessary due diligence of requests received with the relevant level of technical review
- Carry out post inspections of works as deemed necessary
- Assess improvements made without permission and make recommendations on removal/make good as appropriate.

### Locality Team

- Manage cases through to resolution where alterations have been made without permission and retrospective consent is required but will not be given.

## RESPONSIBILITY OF ASPIRE

Aspire is required to comply with all relevant legislation and any subsequent legislation or regulations. Aspire is also responsible for creating and managing an administrative process to deal with all applications from its customers to make improvements, all procedures will comply with Aspire's obligations under the Housing Act 1988, as amended by the Housing Act 1996.