



# Tenant Alteration and Improvement Policy

2021



**We speak your language**

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**Polish**

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**CONTROL SHEET FOR [policy title here]**

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## **1. Introduction**

Bolsover District Council recognised that tenants have a right to carry out improvements to their Council owned homes. This policy sets out how we deal with requests to carry out alterations or improvements.

## **2. Scope**

This Policy sets out Bolsover District Councils approach to tenants' rights to make alterations and improvements in their homes.

This policy applies to all secure tenants of Bolsover District Council, including sheltered housing tenants.

This policy does not apply to non-secure tenants as they are not permitted to make alterations to their property.

This policy does not apply to leaseholders or those who live in former council properties that have been sold under the right to buy, with the exception of Section 4(g).

## **3. Principles**

The Council recognises that:

- Tenants have a right to make alterations and improve their council homes, if they have gained written consent from the Council.
- Any improvements to the home need to be of a standard that is acceptable to the Council, and in line with legal and regulatory guidelines
- Clear guidance is needed on what we will (and will not accept), any conditions that we will apply and what will happen to the improvement at the end of the tenancy.
- The need to advise tenants on their statutory right to compensation and when this applies.

## **4. Granting Permission**

It is a condition of a tenancy that tenants seek permission from the Council, as their landlord, before starting any alterations or improvements.

Any request to carry out improvements or alterations should be made in writing. The Council approved application form is attached at Appendix 1. The tenant should show the type and extent of the improvement or alteration, and if they employ a contractor details of that contractor, along with estimated cost.

Permission is not needed for minor issues such as internal redecoration. There are some improvements and alterations that do not require express permission however you are expected to notify the Council. A list of automatic permissions is enclosed in Appendix 2. This is not intended to be an exhaustive list, and Officers will need to exercise discretion within this guidance.

If there is sufficient information contained within the request to make a decision, and the request is simple, a response may be made in writing. However, in most cases a site visit will be needed to clarify the request.

If the permission is granted the tenant will be informed in writing that this has been accepted. However, in most cases this will be conditional on the improvement or alteration meeting certain standards. In particular the response from the Council will make it clear that:

- The work is carried out to a standard that is acceptable to the Council
- The Council will not bear any of the costs of the improvement
- The tenant will ensure that all debris is removed from site and disposed of in a responsible manner. The tenant is responsible for ensuring that any other permissions are granted this includes planning permission, building regulations approval, permission from the County Council for dropped kerbs and any other permission that may be needed for the type of property, location and the extent of proposed works.
- Some properties that are in conservation areas (e.g. New Bolsover) may need specific permissions. The tenant is responsible for obtaining these.
- That if, in the opinion of the Council, the improvement causes damage to the property, the tenant is fully liable for rectifying the damage.

The response will also make it clear if there are other conditions that the improvement or alteration must meet. These include, but are not limited to:

- Using a qualified contractor (this will always apply if the work involves anything to do with either the electrical or gas supply)
- If there are any restrictions on the size or location of the improvement (for example all sheds must be at least 1 metre away from any boundary and 3 metre from the property).
- Any standards of construction that must be applied.
- If there is any restriction as to the use of the improvement (for example a garage for the use of a private motor vehicle only).

The response will also make it clear what will happen at the end of the tenancy. Either the improvement will be left in the property and the Council will assume responsibility for future maintenance (this may be subject to a final check at the end of the tenancy) – or, the tenant will be expected to remove the improvement and make good any damage this causes.

The response will also set a timescale for the completion of works, and make it clear that there will be an inspection of the works upon completion.

The tenant will also be informed if the repair falls under the tenant improvements scheme (see below).

The tenant should not commence work, or make arrangements with contractors until the Council has given written permission for works.

There are some improvements where the tenant will always be required to make good at the end of the tenancy. A failure to do so would give rise to recharges against the tenant and will be recovered in accordance with the Rechargeable Repairs Policy. Examples of these types of improvements are shown below;

- Greenhouses
- Glazed or partially glazed internal doors.
- Light fittings and any other non-standard electrical fittings
- Kitchens with 'built in' appliances.
- Satellite TV aerials (including fixing holes)

(NOTE: this is not an exhaustive list)

## 5. Refusing Permission

The Council may on occasion refuse permission for improvements. Examples of alterations or improvement where permission **will not** be granted are shown below;

Examples of alterations or improvement where permission **will not** be granted is show below;

- Installations of Satellite systems within sheltered housing schemes.
- Installation of log burner
- Installation of a conservatory
- Request to reduce the size or number of bedrooms in the property.
- Installation of a gas cylinder in areas where mains gas is available.
- Where the improvement would have a detrimental impact on shared facilities (for example car parking on a communal grassed area).
- Installation of French doors or patio doors to rooms designated as bedrooms

The Council will not accept improvements where, in the opinion of the Council, the proposal:

- is to the detriment of the property (for example removal of internal walls);
- would make the property more difficult to let;
- reduces the overall value of the property; or
- where there will be any additional cost to the Council and/or long term maintenance of the property
- reduces the number of bedrooms in the property (except if this is an adaptation agreed by the council to suit serious medical needs), or
- Would cause excessive nuisance to neighbours
- Would breach planning/building regulations or any other relevant legislation
- The environmental impact of the property is considered to be detrimental to the surrounding area

If a tenant is refused permission they will be informed in writing within 20 working days of the receipt of application. The tenant may submit revised proposals for consideration.

### Retrospective Permission

If a tenant has not applied for permission to carry out alterations or improvements they must request retrospective permission. Any request will be expected to meet the same standards as a new request. No allowance is made for the fact that work has already been completed.

If the work involves any changes to the electrical or gas systems in the property a safety check will always be carried out. The tenant will be charged for this safety check in accordance with the Rechargeable Repairs Policy.

If permission is not granted, or rescinded the tenant will be given a reasonable period of time, normally 28 days, for them to remove the work and to make good. This timescale may be extended with the agreement of the Operational Repairs Manager or the Strategic Repairs Manager. If the work is not completed the Council will consider appropriate enforcement action against the tenant, for which they will be liable for the costs. Costs may consist of various elements as follows;

- The costs of the repair (including time and materials, based on BDC Minor Work Contract Rates applicable at the current time)
- The costs of any call out fee if out of hours or an emergency
- The cost of any specialised reports and or contractors needed
- VAT if applicable
- A 20% admin charge (up to a maximum of £500)
- Legal costs incurred should a money judgement be obtained.

## **6. Completion of Works**

The tenant will be required to provide the Council with confirmation that the work has been completed, in accordance with granted permissions. A form is provided at the time permission is granted for the tenant to complete and return. All improvements will be inspected on completion.

If the improvement does not meet the required standard the tenant will be given 28 days (or less if the improvement is unsafe or dangerous) to put this right, or will be required to remove the improvement and to make good.

If the tenant refuses or is unable to carry out this work, the Council will carry this out and recharge the tenant and/or take other legal action, for which they will be liable for the costs

If the works meet the required standard the tenant will be informed in writing with 20 working days of receipt of application.

It should be noted that permission granted for 12 months. If the work is not commenced within this time frame the permission lapses and a new application would need to be made.

## **7. Compensation for Improvements**

In some cases tenants are entitled to compensation for repairs they have carried out, to their home at their own expense This compensation is only available should the tenant leave the property, and takes into account depreciation, and wear and tear, but not when there is a mutual exchange. This is a statutory scheme in accordance with s99A of the 1985 Housing Act. This only applies to improvements carried out since 1 April 1994.

The following table lists the improvements tenants can make to their home at their own expense, for which compensation may be considered at the end of the Tenancy. The list states the average associated normal life.

QUALIFYING IMPROVEMENT	NOTIONAL LIFE IN YEARS.
Bath or shower	12
Wash hand basin	12
Toilet	12
Kitchen sink	10
Kitchen or bathroom cupboards	10
Work surfaces in kitchens	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes. Water tank	10
Loft insulation	20
Cavity wall insulation	20
Draught-proofing - external doors/windows	8
Double-glazing or external window replacement	20
Rewiring or provision of power and other electrical fittings (eg smoke detectors)	15
Any object which improves security, excluding burglar alarms	10

This only applies to 'qualifying improvements' where the tenant has the written permission from the Council

Only the tenant can qualify for this compensation.

Calculating compensation

The amount of compensation owed to a tenant is calculated in line with the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994. The compensation is calculated by using the basic cost of the improvement (the tenant will need to supply receipts) and relating that to the notional life of the fitting. The allowance is calculated by multiplying the costs of the improvement by the by the number of actual years that the fitting had been in place, divided by the notional life. No allowance will be made for the tenants own time or labour when installing the improvement.

**Compensation = Cost × (1-(Years since installation/Nominal Life))**

**Worked example**

Compensation for a kitchen sink that has been in the property for 2 years and cost £200.

$£200 \times (1 - 2/10) = £160$  in compensation payable.

The maximum amount payable under the scheme is £3,000.

The amounts may be adjusted for a number of reasons:

- If the tenant has any housing related debt with the Council
- If there is excessive wear and tear to the improvement.
- the cost of the improvement work is considered excessive
- the improvement effected by the work is of a higher quality than it would have been had the Council effected it

Any claim must be submitted within 14 days after the tenancy end date.

There are situations when compensation would not be paid, for example:

- If the amount is less than £50.
- If the tenancy is ended because the Council obtained a possession order against the tenant
- If the tenant has bought the property under the Right to Buy scheme.
- If the property has been sold under its general powers of land disposal.
- If a tenant stays in the dwelling concerned and starts a new tenancy as a result of, say a relationship breakdown etc.

## **8. Appeals**

If the tenant is unhappy with either the refusal of their request or the conditions that are imposed, they may appeal to the Housing Repairs Team. Appeals should be in writing setting out reasons why they object. Documentary evidence to support the appeal/dispute should be provided where possible.

A decision will be taken by the Operational Repairs Manager, and Housing Enforcement Manager and will be confirmed in writing.

If the tenant is not satisfied with the outcome of the appeal or dispute, their complaint will be entered into the Council's Complaints Procedure

As the Compensation scheme is a statutory scheme there can be no appeal except where the Council has adjusted the compensation payable. These appeals will be considered by the Head of Housing.

## **9. Leaseholders**

This policy primarily applies to Council tenants, and not leaseholders. Leaseholders should consult their lease agreement and the leaseholders handbook for information on carrying out improvements to leaseholder properties. Leaseholder should be aware that no alterations should be carried out to the external fabric of the building without the express permission in writing from the Council. Requests should be made in writing to the Housing Department.

## **10. Responsibility for Implementation**

The responsibility for administration, inspections, deciding conditions and communication with Tenants is with the Housing Repairs Team, with Housing Management consultation.

The responsibility for considering compensation at the end of the tenancy lies with the Housing Repairs Team.

The Repairs Management staff are responsible for monitoring compliance.

NOTE: This policy should be read in conjunction with the Tenant Rechargeable Repairs policy.

## 11. Appendices

### Appendix 1

Application form

#### BOLSOVER DISTRICT COUNCIL

#### Housing Services

### Application for permission to carry out work to a Council Property

Please use this form to apply for permission to carry out alterations/improvements to your Council house or flat. There are some alterations and improvements that will not need express permission. Please check the Tenants Alteration and Improvement Policy, appendix 1 or contact the repairs team on 01246 242424 prior to completing this form.

This form should be completed if you are seeking to undertake things like:

- Altering, improving, or enlarging the house, or its fixtures or fittings;
- Adding new fixtures or fittings, for example kitchens or bathrooms; central heating or other fixed heaters, double glazing or any kind of external aerial or satellite dish; putting in new light fittings;
- Putting up a garden building, for eg garage, shed( if larger than 6ft x 4ft) greenhouse (if larger than 6ft x 4ft) or other structure;
- Decorating the outside of the house;
- Laying/forming a new driveway;
- Laying wooden or laminate flooring.
- Any electrical works

***The Council will not refuse permission unreasonably, but we may apply some conditions regarding the standard of work and who does it – see below. We may also want to come out and speak to you about it or to have a look at where you want to put your shed, for instance.***

You may be entitled to some compensation for certain improvements at the end of your tenancy – for details please see:

<http://webarchive.nationalarchives.gov.uk/20120919132719/http://www.communities.gov.uk/documents/housing/pdf/138337.pdf>

Your Name(s)
Your Address
Telephone number:
E-mail address:

Please give details of the alteration or improvement you wish to carry out. Please give us as much information as you can, including photographs, plans, drawings or brochures. Please give the size of any shed or outbuilding and the distance from the house/property boundary. If the work requires anything to do with the electrical or gas supply please provide details of the qualified contractor you will be using. Please also tell us what materials you will be using:

Approximate cost of works:

Name of contractor, if appropriate:

**General:**

- Bolsover District Council must not incur any costs relating to this work;
- You are responsible for obtaining any Building Regulations or Planning Permission that may be required. The Council will require copies of these documents **prior** to commencement of the works.;
- You must ensure that any works do not cause nuisance or disruption to neighbours or impede any public footpath;
- You must ensure that you do not disturb any services that maybe underground – if you need advice on this, please ask us;
- You must not cause any damage to existing fences, gates or pathways etc.;
- The works should be carried out to a standard acceptable to Bolsover District Council – the Council may inspect the finished work;
- You will be responsible for repairing any damage to the existing fabric and fitments of the property caused by the alteration work. If the Council has to repair any such damage, you will be recharged the cost of this work.
- You are advised to retain all receipts and invoices for the alterations as you may qualify at a future date for financial recompense under the Compensation for Improvement scheme – see above;

**Sheds and garages:**

- If you are erecting a shed, it must be no larger than 2400mm x 1800mm (8ft x 6ft) and must not block daylight to the neighbours garden or windows. There must be at least 1000mm clearance/ access around the shed for any works/ inspections; they must also be sited 3000mm from the rear of the property; Sheds and garages must be made of materials approved by Bolsover District Council and must be maintained properly e.g. by regular painting. If you are erecting a garage, you will be responsible for the necessary alterations to fences, gates, etc. and you must obtain written consent from Derbyshire County Council for pavement crossings and dropped kerbs. Gates should be in keeping with existing fencing; Garages and sheds must not be used for the running of businesses or garaging of commercial vehicles unless written permission has been granted by the Council;
- If you wish to install an electric supply to a garage, shed, outbuilding, etc., you must obtain the Council's written permission and the work must be undertaken by a qualified electrician. You will be required to provide an Electrical Safety Certificate once the work is complete.

**Other alterations:**

- You must ensure that the installation of an outdoor tap does not affect the property's plumbing and can be isolated in the winter months. You will be responsible for its on-going maintenance and any damage that it may cause if defective;
- You must ensure any satellite dish is installed by a qualified person using the appropriate fixings and it must not cause any damage to the property; this is particularly important if your home has had external wall insulation and render installed recently – please ask for advice.
- Please be aware some properties have external insulation so need longer fixings bolts to prevent damage. This also applies when fixing Christmas decorations to the walls. If permission is granted for erection, when fixings are removed the holes must be filled to prevent water ingress;
- Any minor electrical works must have a Minor Works Certificate meeting BS7671.

**Laminate flooring:**

- Please note that even if we give permission, you lay laminate flooring at your own risk. If we need to take it up to effect a repair, you will be responsible for the cost of re-laying it – we will not do this for you.

***Please be aware that you will be required to re-instate the existing fabric and fittings at the end of your tenancy – for instance, if you take a shed with you, any base or hard-standing must also be removed. If we have to carry out this work, we will recharge you the cost of it.***

I have read the conditions above and if the Council grants permission, I agree to abide by these conditions.

Signed..... (Tenant)

Date .....

Signed..... (Joint tenant)

Date .....

Housing Maintenance Officer notes:

Housing Maintenance Officer .....

Date of Inspection (if required) .....

## List of automatic permissions

Permission is not needed for minor issues, although tenants are required to notify the Council of any alterations or improvements. Whilst this is not an exhaustive list, the following gives examples of where consent would be automatic.

- A water meter, gas or electric meter can be fitted so long as there is no costs to the Council and no damage to the property
- A smart meter can be fitted so long as there is no costs to the Council and no damage to the property
- Internal doors – we could do this but would need to say no glazed internal doors about replacing at the end of the tenancy and fire doors etc these would require inspection as prone to DIY poor standard of install.
- Satellite TV, although you will need to check if any Planning Permissions are needed, this is often dependent on size and location. You must ensure any satellite dish is installed by a qualified person using the appropriate fixings and it must not cause any damage to the property; this is particularly important if your home has had external wall insulation and render installed recently – please ask for advice.
- Outside tap, you must be able to isolate in the winter months and you will be responsible for its on-going maintenance and any damage that it may cause if defective;
- Security lights and battery operated door bells, so long as they do not affect the structure. Please note any electrical fittings need to be certified.
- Key safe, so long as doesn't affect the structure of the building
- A Shed no larger than 6ftx4ft which is 1 metre from the boundary line and 3 metre from the property. If any electrics installed a certificate will need to be provided.

## Appendix 3

### Examples of where charges may be made

Examples of when tenant will be charged for permission.	Examples of where no charge will be made
a. Gas or electricity installations where permission has not been granted (or conditions not followed)	i. Adaptations to suit disability or ill-health (except a or b)
b. Installations where the Council need to obtain certifications to verify standards	ii. Alterations which, in the opinion of the council, improve the property, and permission is granted prior to work (except b, e,)
c. Any alterations where the tenant is requesting retrospective permission where a visit is needed.	iii. Permission to supply gas to a property where there is no current supply. Where permission is granted (except b,e)
d. At the end of a tenancy where a tenants is seeking to leave an installation with either no permission or the original permission was conditional on removal	iv. Most internal installations such as replacement of doors, kitchens, bathroom suites etc where permission is granted prior to start of work (except b,d,e)
e. Where the council incur additional costs in providing permission (for example if a structural inspection is needed)	v. Simple external alterations such as installation of shed or fencing where prior permission is granted.
f. When the tenant wants to complete a mutual exchange which requires an electrical safety check.	
g. Installations such as satellite dishes, CB aerals or external CCTV systems which need fitting to an external wall (permission will not be granted for fitting to a chimney).	