



Alterations and Improvements Policy

1. Introduction

- 1.1 One of our key corporate objectives is to keep homes safe, secure and affordable for our customers. To meet this objective, Irwell Valley Homes (IVH) aims to provide an accessible, reliable, and efficient alterations and improvements policy that meets our customers’ needs.
- 1.2 This Alterations and Improvements Policy sets out our obligations and commitments to customers, as well as our customers obligations in altering and improving their home.

2. Policy

- 2.1 At IVH, we believe that customers living in our properties should feel like they are living in their homes – not just a rented property. This will have positive benefits for the customers, our properties and the neighbourhoods they live in. We recognise that this means that some customers may want to make cosmetic alterations or improvements to their homes. This policy, therefore, ensures that appropriate and consistent consideration is given when customers request permission to make alterations and/or improvements.
- 2.2 A full list of types of alterations and improvements covered by this policy is identified in the procedure (see appendix 1), although in general, we would consider an alteration or improvement to be any works above and beyond decorative, internally or externally to an IVH our property.
- 2.3 Consent must be gained prior to any alterations or improvements are made. All alterations or improvements will be made at the customers’ own expense, using suitably qualified/accredited contractors where appropriate.
- 2.4 Customers are not permitted to improve their home without prior consent from IVH, although consent will not unreasonably be withheld. IVH will respond to any requests to make improvements - giving reasons if rejecting the request and if agreeing, any reasonable conditions being imposed.
- 2.5 If an alteration or improvement has been approved and subsequently made to a property, the customer may be entitled to claim for compensation in the event that they terminate their tenancy. Details on the calculation of any compensation payments is noted in the associated procedure document.

3. Responsibility

- 3.1 The Homes Team and Neighbourhood Management Team are responsible for the effective implementation of this policy.

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4. Performance Indicators/ targets/ standards

- 4.1 The Head of Repairs & Estates Maintenance and Head of Communities will monitor performance in terms of quality of communication, response times and relevant information being held on file.

5. Policy Reviews

- 5.1 This policy will be reviewed every 3 years – unless legislation, business or sector developments require otherwise – to ensure that it continues to meet the stated objectives and take account of good practice developments.

6. Current Legislation

- 6.1 This policy follows the requirements of the following pieces of legislation:
- The Housing Act 1985 (Part IV) – Permits secure tenants to carry out improvements.
 - The Right to Repair Regulations 1994 (for secure tenants of Local Housing Authorities).
 - The Statutory Instrument 1994 No 613, the Secure Tenants of Local Authorities (Compensation for Improvements). Regulations 1994 – Sets out a list of suggested improvements for associations to include and the formula for calculating compensation and the list of qualifying improvements with indicated notional life.
 - The Regulatory Reform (Fire Safety) Order 2005.

7. Equality and Diversity Implications

- 7.1 Irwell Valley Homes is committed to treating people with honesty, dignity, respect, and trust. This applies to colleagues, customers potential customers, contractors, and Board Members. At IVH:
- **Equality** is about ensuring that every individual has an opportunity to make the most of their lives and talents.
 - **Diversity** is recognising difference and responding positively to those differences.
 - **Inclusion** is about creating an environment where our services and employment opportunities are accessible to all.
- 7.2 IVH will be mindful of the Equality Act 2010 in all its actions and will consider all the protected characteristics of the Act which are: Race, Sex, Gender Reassignment, Disability, Sexual Orientation, Religion or Belief, Age, Marriage/Civil Partnership and Pregnancy and Maternity explicitly. Further to the protected characteristics, IVH will be mindful of socio-economic disadvantage and will do everything in its power to minimise this and other forms of disadvantage.
- 7.3 When applying this policy, we will use data we hold about the diverse needs of customers to make appropriate service adjustments. We will ask customers how the repair is impacting their safety and security to assess if the repair is having a disproportionate effect due to protected characteristic(s) e.g. physical disabilities or mental ill health, pregnancy, age, experiencing domestic abuse or hate crime, and needs to be completed quickly.

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- 7.4 We will ensure customers have a wide range of choices in terms of accessing the service, the format and media used to communicate information about the service.

8. Cross Reference Documents

- IVH Repairs Policy
- IVH Lettable Standard
- IVH Compensation Policy
- IVH Asset Management Strategy
- IVH EDI Policy

Procedure

1.0 Rights and Responsibilities

The Housing Act 1985 (Part IV) gives the customer the right to carry out alterations to their home subject to certain conditions.

All work involving alterations to the property shall be at the customer's own expense.

The customer must:

- Obtain any statutory consent prior to the commencement of any works.
- Obtain written permission from IVH before carrying out any alterations, adaptations, improvements or changes to the structure and/or the heating system, electrical system or any external decorations of the property.
- Obtain written permission before carrying out any textured finishes or other unusual decorative work that could be classed as cosmetic or that may affect future tenancies.
- Pay any reasonable costs incurred by IVH when rectifying any unsatisfactory or unauthorised alterations.
- Leaseholders may be charged reasonable costs to cover the administration of an application.
- Leaseholders must commission any approved works themselves. Dependant on the works carried out, IVH reserve the right to post-inspect the work upon completion.

2.0 Types of Alterations and Improvements

The following types of alterations and improvements are envisaged as being covered under this procedure. This list is intended to be indicative and is not exhaustive.

Minor (Cosmetic - Reviewed by a Community Co-ordinator):

- Erecting a shed.
- Installing decking, fencing or a gate.
- Laying of laminated flooring. (See tenancy agreements, not permitted in flats).
- Replacing internal doors.
- External painting.

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Major (Reviewed by a Property Inspector):

- Fencing/Gates.
- Replacement kitchen or bathroom.
- Removal of internal walls or any works to rearrange internal layout.
- Electrical alterations.
- Plumbing and Heating alterations.
- Replacement of externally facing doors and windows.

3.0 Procedure

3.1 Receipt of Request

Requests will be received by the Customer Service Support Team (CSST) or alternatively directly to the Community Co-ordinator (CC). The relevant CSST/CC colleague will then ensure it is processed in accordance with the procedure.

3.2 Review Process

Once the approval request has been received via the 'approval request form', the request will be reviewed by the CC and can be declined immediately for the following reasons:

- *If the alteration is likely to reduce the value of the property.*
- *If the alteration is likely to make the property less desirable for letting in the future.*
- *If the alteration is likely to have a negative effect on the neighbours or neighbourhood.*
- *If the alteration effects the extent of the accommodation provided by the property, such as loft or cellar conversions.*
- *If alteration work is prohibited by the lease.*

Where more technical works are involved, the request will be passed to a Property Inspector. Where the below work is requested by a tenant, this would be declined immediately (leaseholders' applications would be considered on an individual basis):

- *Structural alterations such as removing dividing walls, partitions to bedrooms, loft conversions and fitting patio doors.*
- *Works that may lead to the safety of occupiers in the property, or any properties in the locality, to be deemed to be at risk.*
- *Installation of gas fires and log or multi-fuel burners.*
- *Expenses are likely to be incurred by IVH or any future resident, either at present or in the future, including service and maintenance*
- *Cat flaps to external doors will be refused, as they are a fire safety and security hazard.*

If the application is to be refused, the CC (for cosmetic or lettable changes) or the Property Inspector (for structural/technical changes) will inform the applicant in writing of the reasons; this will conclude the application. This decision must also be recorded in the QL workflow and document saved against the customers tenancy file on SharePoint for future reference.

The CC can approve changes, that would not affect the future lettable of the property or that do not involve physical interference with the structure. For all other alteration requests, technical assistance will be provided by the Property Inspectors.

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3.3 Technical Assessment

Gas & Electrical Works

For any requests to make alterations to gas appliances, these should be passed to the Gas & Electrical Manager for advice and guidance. The manager will advise as to whether permission can be granted or not and as to whether an inspection is required before approval is given.

Structural Works

The vast majority of structural alterations should be automatically declined. Any that do require assessing, for example due to minor/major adaptations set out in a OH Report, will be assessed and verified by a Property Inspector.

Fire Safety Related Works

Anything that may have an impact of the safety of the building, any neighbouring buildings or the occupants will be reviewed by the Fire Safety Manager. It is the responsibility of the Property Inspector and/or the CC to raise the query with the Fire Safety Manager.

3.4 Formal Response

The CC or Property Inspector (dependant on the nature of the request) will write to the customer with the outcome of their application within 28 days of the application being received. The decision will contain the reasons for any refusal, and conditions if permission is granted.

If the customer does not agree with the decision or conditions, they may appeal in writing giving their reasons. This will be reviewed by a Communities Manager or Homes Team Manager (as appropriate). The outcome of this will be responded to within 20 working days in writing and recorded on QL. All documentation should be saved against the customers tenancy file on SharePoint to enable future reference to be made.

No further appeals will be considered.

4.0 Standard Conditions

Tenants must be made aware via the “Residents Agreement Form” which sets out the Permissions, terms of acceptance and standard conditions that IVH applies to alterations work, as set out below;

- The standard of workmanship must be acceptable to the IVH employee overseeing the request.
- If appropriate, all neighbours have been consulted and do not object to the work.

Examples when neighbours should be consulted include:

- *Where access to the neighbours’ property will be affected.*
- *Where the neighbour’s view will be obstructed.*
- *Where natural light will be obscured.*
- *Where the work would have a negative impact on the character of the property.*
- *Where the work may have a negative impact on the value of the neighbours’ property.*

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- *Where the alteration may create a nuisance or annoyance to neighbours.*

Evidence that the neighbours have been consulted and do not object must be provided to the CC or Property Inspector prior to approval being given.

- IVH will cover costs for any initial asbestos surveys if required, before works are permitted to commence. IVH reserve the right to charge customers, for any asbestos removal works required, before works are permitted to commence.
- The customer will be responsible for all costs involved inclusive of ongoing service and maintenance.
- All appropriate safety regulations and legislation must be adhered to.
- The work must be carried out by a competent tradesperson who is adequately qualified and appropriately insured.
- The customer will be responsible for any ongoing maintenance costs associated with the works carried out. Irwell Valley will take the decision when the property becomes vacant, as to whether to leave in situ and take ownership or remove.
- If appropriate, Planning Permission and/or a Building Control approval must be obtained before work starts. Confirmation and evidence that Planning Consent or a Building Warrant has been granted must be provided to the Property Inspector in advance of the work commencing.
- All installation of gas appliances, or any work to gas pipes must be carried out by a Gas Safe registered Contractor. Upon completion, relevant gas certification must be completed and provided to the Gas Manager for review.
- Any electrical alterations should be undertaken by a competent and suitably qualified person or contractor. Upon completion, a minor electrical installation certificate must be completed and provided to the Electrical Supervisors for reviewing and uploading to our compliance management system. It is the responsibility of the Property Inspector or the CC to ensure this documentation is provided to the Compliance team.
- IVH will retain ownership of any fixtures or fittings, and they must not be removed without the Irwell Valley's permission.
- The work must be completed within 6 months of the original approval date. In the event that work is not completed within 6 months, a new application will be required.

IVH reserves the right to restore the property to its original condition if the improvements or alterations are not finished to an acceptable standard, or if any of the other criteria have not been met. The customer will be responsible for paying any costs associated with this work.

5.0 Unsatisfactory Work

Where work is unsatisfactory, the Property Inspector should decide whether the alterations are dangerous. Where work undertaken are considered dangerous or may lead to further deterioration of the property, it may be necessary to carry out emergency repairs:

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The customer will be notified, any such repairs should then be ordered in the normal manner and the customer should be recharged accordingly.

The leaseholder will be notified, any such repairs should be rectified in accordance with the lease.

Where alterations are unsatisfactory but do not require urgent attention, the customer should be advised to complete the necessary work within a specific time period. Failure to do so may constitute a breach of the tenancy/lease agreement and legal advice may be sought.

Only once the work is to a satisfactory standard and has been post-inspected, should the work be signed off.

6.0 Alterations Carried Out Without Permission

If information is received or it is noted that a customer has carried out alterations to their home without prior permission, a visit should be made to the property by the TMO. It may also be necessary to invite a Property Inspector to this meeting if the alteration is structural or affects the fabric of the property. *Please refer to Section 3.0 if clarity is required around responsibilities.*

Where the work undertaken is satisfactory and permission would have been given under the formal procedure, retrospective permission will be considered, together with a warning about future action. This will be saved on SharePoint against the property and/or customer file, along with notes on QL

Leaseholders may incur an admin fee for the inspection and retrospective approval (lease dependant).

If the work undertaken is not considered satisfactory by IVH colleagues, as per our Repairs Standards, the customer should be advised that the property must be reinstated to the original condition or brought to a satisfactory standard. Failure to do so will mean that IVH may take action for breach of tenancy/lease, if applicable.

Where work undertaken is considered dangerous or may lead to further deterioration of the property, it may be necessary to carry out emergency repairs. Any such repairs should then be ordered in the normal manner and in accordance with the lease if a leased property, and the customer will be recharged.

A written explanation will be provided to the customer as soon as reasonably practical following the identification of any issues. This will be sent by the Property Inspector.

7.0 Leasehold & Shared Ownership Properties

Leases vary on what works can be carried out inside the leaseholders' property.

Each application alteration work inside the property must be sufficiently detailed for the application to be considered.

Leaseholders should be advised that there is an admin fee for processing adaptation requests and admin fees (detailed in the Leasehold Policy) should be paid in advance.

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The Leasehold Officer should confirm whether the lease allows the adaptation request to the Inspector. The Inspector should advise whether the adaptation proposal is acceptable.

All costs relating to the application, inspection and post inspection should be met by the leaseholder.

Where the lease allows it, should adaptation work carried out by a leaseholder need remedying, IVH will remedy and charge the leaseholder in accordance with the lease

Costs for adaptations in leaseholder properties are payable by the individual leaseholder, adaptations to communal areas may be rechargeable as service charges.

8.0 Right to Compensation for Improvements

This is a right for tenants to claim compensation for certain improvements which they have made to their home at their own cost. It is a right to compensation (in certain circumstances) not a right to improve. Compensation is payable only at the end of the tenancy and takes into account depreciation, and wear and tear.

To make an application for compensation, IVH must be advised of the details of the improvement work undertaken. Checks will be made to ensure that IVH have received written permission to carry out the work and procedures have been followed.

If the customer is dissatisfied with our decision, they may appeal in writing, setting out their reasons of dissatisfaction. This will be reviewed by a manager and a written decision will be sent to the customer. This should be stored on QL/SharePoint for future reference.

8.1 When you leave the property and only where these rights are included in your tenancy agreement, you may be entitled to compensation for some improvements you have made, but only for work we have given prior written consent for.

The value of compensation is subject to depreciation and takes account of the life expectancy above, divided by the value on the agreed invoice.

Consideration of any repairs required, would also be made and deducted from any costs owed.

Below are our standard life cycle assumptions which we will use to consider any compensation request.

- Bathroom - life cycle 30 years
- Kitchen - life cycle 20 years
- Central heating - life cycle 30 years
- Boiler - life cycle 15 years
- Windows and doors - life cycle 30 years
- Rewiring - life cycle 30 years (no part rewires considered)

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A typical example is noted below:

With IVH approval, a bathroom was installed with cost of materials £2,000. That cost has been evidenced (e.g. receipt and/or invoice with clear breakdown) prior to work commencing. Work has been post-inspected to the satisfaction of an IVH colleague.

If the customer leaves after 3 years and property is post-inspected by an IVH colleague who agrees the standard of installation is acceptable and in line with age. IVH therefore agree to pay 27/30th's of the original material cost:

$$£2000 \times (27/30) = £1,800$$

8.2 When a claim for compensation for improvement works is received, the tenancy agreement will first be checked for eligibility.

The following will also be checked:

- *The improvement must have been carried out after 1 December 1994.*
- *Work must be carried out must have been approved by IVH upon installation.*
- *You must claim before your tenancy ends, although any payment will only be made once your tenancy has ended.*
- *Any rent arrears, rechargeable repairs or legal costs that you owe, will be taken out of any compensation payment.*
- *If your tenancy is ended by a court order, there will be no entitlement to compensation.*
- *Once fitted to the property, the improvements become Landlords fixtures and fittings and should not be removed without written permission. If this does occur, we will recharge the cost of replacing the item and making good any damage caused.*

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