

TENANT PROPERTY IMPROVEMENTS & ALTERATIONS POLICY

Responsible Officer

Director of Property & New Business

Aim of the Policy

The aim of this policy is to set out how we manage existing tenant property alterations and tenant requests to carry out new improvements to their homes. The aim is to also ensure that all requests for consent and existing tenant alterations are considered and dealt with in a fair and consistent manner.

Policy Scope

This policy covers:

- Tenant Property Improvements Consent
- Existing Tenant Property Alterations
- Repairs & Maintenance of Tenant Property Improvements and Alterations

This policy outlines how we will deal with and respond to tenant improvement requests and existing tenant improvements or alterations when identified.

Definitions

A tenant improvement or alteration is defined as:

- A tenant alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries.
- A tenant replaces Phoenix fixtures or fittings with one of their own.
- A tenant permanently removes an existing Phoenix fixture or fitting.

An improvement or alteration includes but is not limited to any of the following:

- Conservatories & Extensions
- Porches
- Lean-tos
- Driveways
- Landscaping
- Aerial/satellite installations
- Wall removals/installations (internal & external)
- Kitchen or bathroom replacement
- Doors (internal & external doors) and window renewals
- Insulation of walls, ceilings or other fabric of the building
- Fencing

Policy Statement

Phoenix Community Housing will usually aim to support tenants in making improvements to their home, where feasible. Improvements and alterations must always be in line with building, health and safety and other relevant regulations such as planning permission, conservation status and tree preservation orders. **Our consent must be given in writing before any improvements and alterations are made.**

The Policy

Tenant Improvement Consent

Tenant Responsibilities

If you would like to carry out your own improvements to your property, you must first gain written consent from us prior to carrying out any works.

Only tenants with an Assured Tenancy have the right to carry out improvement works to their homes with prior written consent from us.

Tenants with a Licence to Occupy or any form of Assured Shorthold Tenancy are not permitted to carry out property improvements or alterations.

No further requests for tenant improvements should be made from the date any tenants apply for the Right to Buy or Right to Acquire until their application is closed and they do not proceed to buy the property.

You can initially request consent by contacting Phoenix, however, you will be required to complete a Tenant Property Improvement & Alteration Application Form.

You are responsible for obtaining any Building Regulations Approval or Planning Permission that may be required as part of the improvement or alteration. Sufficient evidence of this must be provided to us before starting any works.

Phoenix Responsibilities

We will acknowledge requests for consent within 7 working days of receiving the application from you and notify you of our decision within 28 working days. In more complicated cases, this may take longer to notify you of our decision. We will provide you with regular progress updates regarding your application.

Where required, we may carry out an inspection to the property prior to the commencement of any works.

If we grant consent, you will be required to let us know when the work has been completed so that we can carry out an inspection to ensure the improvements or alterations have been completed to an acceptable standard.

If our surveyor deems the works have not been completed to an acceptable standard, we may ask you to carry out remedial works, or we will carry out remedial works and recharge you the cost. This

may include the repair or removal of the alteration, or returning the property to its original condition.

We will also require copies of any planning or other necessary approvals prior to granting our approval to the completed work.

Where we do not give our consent, you must not proceed with carrying out improvement or alteration works. Alterations made without our prior consent may be removed by us and the property returned to its original condition. We may recharge you for the cost of returning the property back to its original condition.

Reasons we may not give our consent include but are not limited to:

- The property alteration will affect the structural condition of the property or surrounding properties.
- The property alteration poses health and safety risks.
- The property alteration will prevent Phoenix from carrying out necessary major works without added complication.
- No planning permission was granted to carry out the alteration works.
- The property alteration is not of sufficient quality.
- The property alteration will affect access to drains and water mains.
- The property alteration does not comply with other Phoenix policies, for example the Conversion of Green Spaces to Parking Policy.
- Where action is being taken in respect of rent arrears (or possession proceedings are taking place) or other breaches of tenancy. This includes where the improvement or alteration will cause nuisance or adversely affect others enjoyment of their property.

Existing Tenant Property Alterations

Where an existing tenant alteration is identified, we will review and investigate this to ensure it meets building control regulations and our quality standards. We may also carry out inspections of existing alterations where necessary.

We will take responsibility for existing tenant alterations if they were completed prior to 3 December 2007 and there is no evidence of historic consent or if the works were complete before the current tenant's occupancy (except in the event of a mutual exchange, which will be reviewed on a case by case basis). We will manage and maintain the alteration in line with our Repairs and Asset Management policies and procedures which may include the removal of the alteration.

If after investigation, it is confirmed that the existing alteration was installed by the current tenant without our consent, we will ask the tenant to provide any necessary evidence in relation to the alteration work. This may include but is not limited to; evidence of planning permission, consent to carry out the alteration and health and safety information.

You may also be required to complete a retrospective application for existing property alterations, where prior consent was not given by us.

If you cannot provide the evidence or information requested by us, we will assess whether the alteration can remain in place, or if the property should be returned to its original condition.

This applies to all tenants including tenants who have applied for Right to Buy or Right to Acquire and have a live application.

Repairs and Maintenance of Tenant Property Improvements and Alterations

You are responsible for the ongoing repairs and maintenance of your own property improvements and alterations.

If your improvement or alteration causes any damage to the property, neighbouring properties, communal areas or Phoenix services, we will carry out repairs to fix the damage and recharge you for the cost of the work.

We have the right to carry out immediate remedial work if a tenant alteration poses an urgent health and safety risk. This may include the repair or removal of the alteration or returning the property to its original condition.

You may be responsible for the cost of any health and safety work that must be carried out by us because of the presence of your property alteration.

You may also be responsible for additional costs associated with major works to the property, where the additional cost of the works is due to the presence of your property alteration.

Right to Compensation for Tenant Improvements

At the end of your tenancy, you may have the right to claim compensation through our Compensation Policy for improvements you have carried out to your home, provided that we gave our consent prior to the works being carried out and approval to the completed works.

Not all improvements carried out by tenants are eligible for compensation. Qualifying improvements are works that add to the rental value of the property.

Equality and Diversity

We understand that our tenants may have different/additional needs and we want to ensure everybody is treated fairly, free from direct or indirect discrimination. We will ensure that every tenant improvement request is reviewed and considered on a case by case basis and we will take into account any different/additional requirements you might have when we make our decision.

Legislation

- Defective Premises Act 1972
- Land Compensation Act 1973 (as amended)
- Housing Act 1985, 1988, 1996, 1998, 2004
- Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Town and Country Planning Act 1990
- Workplace (Health, Safety and Welfare) Regulations 1992
- Right to Repair Regulations 1994
- Provisions and Use of Work Equipment Regulations 1998
- Gas Safe Installation and Use Regulations 1998
- The Management of Health & Safety at Work Regulations 1999
- The Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- The Building and Control Regulations 2010
- Equality Act 2010
- Localism Act 2011
- The Control of Asbestos Regulation 2012
- HSG 264 Asbestos: The Survey Guide
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
- The Construction (Design and Management) Regulations 2015
- Homes (Fitness for Human Habitation) Act 2018
- Data Protection Act 2018

Reference to other documents and associated policies and procedures

Including:

- Health & Safety Statement of Intent
- Group Electrical Safety Policy
- Group Gas Safety Policy
- Group Asbestos Management Policy
- Group Legionella Management Policy
- Repairs Policy
- Resident Recharge Policy
- **Tenant Improvement & Alteration Application Form (being developed)**
- **Tenant Improvement & Alteration Guidance (being developed)**
- Tenancy Agreement
- Right to Buy Policy
- Right to Acquire Policy
- Equality & Diversity Charter
- Phoenix Standards
- Compensation Policy, Procedure & Guidance
- Conversion of Green Spaces to Parking Policy

Definitions

Term/acronym	Description
Tenant, You, Your	A person who occupies land or property rented from a landlord.
Phoenix, We, Us	Phoenix Community Housing.
Tenant Improvement/ Alteration	When a tenant alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries, replaces Phoenix fixtures or fittings with one of their own or permanently removes an existing Phoenix fixture or fitting.

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