

Home Alterations Policy

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1. Our purpose

We're proud to be able to support tens of thousands of people across England by providing affordable housing and care to help people live independently.

Everything starts at home, and we are privileged to be able to do work which makes a real difference to the lives of people in our communities. Everything we do is about people – whether that's providing a good quality, safe home or providing care which helps someone to live an independent life.

We live and breathe this social purpose.

2. Overview

This policy sets out how GreenSquareAccord (GSA) will manage your requests to carry out improvements or alterations within your home in line with legal and regulatory guidelines. It provides guidance on which alterations or improvements will be allowed, under what circumstances, and how requests will be processed. This provides a framework so we can ensure all your requests are dealt with fairly and clearly.

3. Aims and Objectives

For our customers and future customers

We recognise lifestyles and needs can change, and we aim to support you and your family to remain in your home so far as is practicable. Our aim is to deal in a fair, reasonable and clear

way with your requests for an alteration or improvement, with understanding for your circumstances.

For our communities

We aim to ensure that any alteration or improvement that you wish to carry out does not constitute a risk to your household, to visitors to the property or to other residents. We also need to ensure that the structural integrity of the property is maintained, and it there is no detrimental impact on your neighbours' homes.

For our colleagues

Our colleagues need clear guidelines for monitoring, reviewing, approving and inspecting any alterations or improvements made by our customers. This policy is intended to clearly define our role and the responsibilities of our customers, and to give guidance to both on the requirements placed on them. It also helps to ensure that we treat customers consistently.

For our stakeholders

This policy is intended to assure our stakeholders that any alteration or improvement works carried out by our customers are completed to an acceptable standard, meet all safety regulations and requirements and we are all clear on future maintenance obligations. It is also a sign of our commitment to protect the long-term value and usability of our social housing assets when considering applications for alterations.

4. Scope of Policy and Exclusions

- This policy applies to customers who have a Secure, Assured, or Assured Shorthold Tenancy Agreement with us. It may also apply to Shared Owners and Leaseholders depending on the terms of their individual lease, so these applications will need to be considered on a case-by-case basis.
- We may not give permission for alterations or improvements if you are in breach of your lease or Tenancy Agreement; for example, if you are in rent or service charge arrears. However, we will consider each application on a case by case basis and may still give permission if you have particular needs that will be assisted by the alteration*.
- Customers with Starter tenancies may not make any alterations or improvements to their homes during the first 12 months of the tenancy or during any extension period*.

5. Roles, Responsibilities and Duties

Executive Board

Responsible for ensuring that a policy is in place and is in line with relevant legislation; also for delegating responsibilities to deliver the policy as appropriate.

Director of Property

Responsible for the regular review and monitoring of this policy and for making appropriate resources available for its delivery.

Head of Service and Departmental Managers

Responsible for oversight of the operational delivery of this policy, seeking assurance that appropriate permissions are consistently sought, reviewed, and filed, and that post-work quality assurance checks are carried out.

Operational Colleagues

- Responsible for following the process for alterations and improvements and delivering a customer-led service, suggesting ways to improve and enhance the customer experience.
- Responsible for undertaking relevant training as defined by their line managers, to ensure they have the knowledge and understanding to deliver this service.
- Responsible for effectively managing and resolving any complaints and concerns.
- Responsible for recording information in a timely and accurate way having regard to data protection legislation and our Data Protection Policy and Procedures, and in line with the customer contact service standard.

Our Customers

- Responsible for seeking permission from us prior to initiating any alterations or improvements.
- Responsible for carrying out and funding relevant alterations or improvements, demonstrating compliance with all necessary legislation, trade standards, guidelines and applications for planning permission or Building Regulations approval where necessary, and any undertaking any subsequent repairs.

6. Impact Assessments and Key Considerations

- Our Corporate Strategy aims to increase our customer satisfaction levels and sustain tenancies; these aims will be supported by facilitating you to make alterations or improvements to your homes where required.
- An assessment has been completed and the outcome of the evaluation is that this policy has no significant negative impact on any group of customers who have a protected characteristic. This will continue to be assessed as part of this Policy's scheduled reviews.
- All our customers have fair access to our locality tenancy services and we will provide translation services where required.

7. Definitions

Alteration	Improvement
Remove or alter any fixture or fitting associated with the property, or replace with like-for-like	Replace a fixture or fitting with one of a higher standard
	Install a fixture or fitting where there is none currently
External decorations, installing or removing garden structures or carrying out garden landscaping	Extend the floor area of the property in any way (e.g. adding a conservatory or porch)

8. Our Policy

Policy Statement

We will consider, and not unreasonably refuse, any applications made to carry out alterations or improvements to your home, as long as the changes do not adversely affect the property or neighbouring properties.

Policy Outline

The alterations or improvements must:

- Be safe and legal
- Be carried out by a competent person(s)
- Be to a high standard using good quality materials
- Receive all necessary external permissions (for example, planning permission, building control)
- Follow any requirements that we make when granting permission

We will not withhold consent for an alteration or improvement unless:

- The work would have a detrimental impact on the property, including compromising the safety of the property
- The work would stop us meeting our repairing or other legal responsibilities
- The works and/or materials would cause a nuisance to neighbours or other customers

Non-Permitted work

Permission will normally be refused if the intended work does any of the following (though we will discuss this with you if the change is required to assist you with your particular needs):

- Involves a structural change to the premises (e.g. removing/replacing internal and external supporting walls; replacement of floors or ceilings; removal of floor joists or staircases)
- Materially increases our maintenance costs or may require specialist services in order to maintain
- Reduces the living space
- Breaches planning, building or conservation area regulations
- Reduces the value of the property
- Adversely affects the thermal efficiency of the property
- Encloses parts of external communal areas
- Involves the removal of landlord's fixtures that are an essential feature of the structure or installations for example, the boiler, wiring infrastructure and pipework.
- Layout change (addition or movement of walls)
- Change of use of rooms (for example, relocating kitchen / bathroom)
- Anything that would compromise fire safety measures, such as replacement or removal of internal fire doors, installation of security bars on windows or doors, installation of cat or dog flaps in a fire door

Policy Requirements

Applications

- Before undertaking any alteration or improvement works, you (or a representative acting on your behalf such as a builder or surveyor) must ask our permission. Your application must be accompanied by sufficient detailed information, including drawings, specifications showing the works proposed and details of who is going to carry out the work (if permission is given). You can contact our Surveying team before making your application if you need any further detail about the information we will need to make a decision.
- We will consider each application within one month and permission shall not be unreasonably withheld - though there may be conditions attached, including regarding the standard of work.
- We reserve the right to decline permission for any alteration or improvement which we feel is not in keeping with the property, the neighbourhood, or the aims of GSA.
- Where requests for extensive alterations or improvements are made, we may need to meet with you to help us make a decision. We may feel it is necessary to appoint a third-party consultant to oversee and monitor extensive work programmes. These costs would need to be covered by you as part of the conditions we attach to providing permission.
- You should not begin any work until you have received permission from us in writing. We will provide this written response within one month of the written application. If we refuse permission, we will explain why. If you are not satisfied with the response, we will ask you to use our complaints process.

Carrying out the alterations

- Alterations or improvements must be undertaken by competent and qualified personnel who comply with all necessary legislation throughout the project.
- You must provide us with copies of contractor references, compliance and public liability insurance certificates prior to any work commencing, if required. We will also request copies of approvals obtained from other external Authorities, for example Building Warrant or Planning permission. All applicable planning or Health and Safety documentation must be provided before work can begin.
- You must inform us as soon as the works have been completed. We will inspect to check they have been completed in accordance with the permission granted, and that the standard of materials and workmanship are acceptable.
- You must provide us with copies of any Building Regulations Certificates and safety certificates (including GAS SAFE certification where gas works have been carried out, NICEIC electrical test certificates for electrical works and FENSA or CERTASS certificates for any new PVC-u doors or windows) within 28 days of completion of the works.
- You are responsible for ensuring that, if the works have not been completed in line with the permission granted, they are brought up to an acceptable standard, and you will bear all associated costs.

Asbestos

We believe the health and safety of our customers is always paramount. When considering an application for alterations or improvements, it may be appropriate for an asbestos survey to be carried out before works get underway. If so, we will arrange and fund the survey and any remedial work that may be identified as part of that. However, we will not cover the costs of 'making good' if the disturbance was due to the proposed alterations or improvements. We will not be responsible for any delay in work because of undertaking a survey or removal of asbestos containing materials.

Ongoing Maintenance

- Any repairs and maintenance required to the alteration or as a direct result of the alteration or improvement will be your responsibility.
- You may need to cover any additional costs that we incur at a later date that have been caused by the alteration or improvement, for example, the cost of any additional scaffold to carry out maintenance. We will always let you know likely additional costs beforehand and will discuss this with you before giving permission for the alteration or improvement.

Retrospective applications

We will consider retrospective applications, if you have carried out alterations or improvements without permission. However, should permission not be granted, then you are responsible for all remedial or reinstatement work at your own expense. Alternatively, we will carry out the reinstatement work and recover costs from you.

Ending the tenancy (including mutual exchange)

- We may ask you to remove an alteration or improvement and reinstate the property to its previous condition at the end of your tenancy because we do not wish to take responsibility for maintenance costs. We will discuss this with you when you apply for permission.
- When your tenancy ends, you may have a right to claim compensation for improvements if we granted permission for them. The compensation available, and details how to claim, are set out in the Tenancy Alterations Procedure.
- We do not pay compensation when the tenancy ends because the Right to Buy / Acquire has been exercised (as the alteration or improvement will have been included in the valuation) or if the tenancy was lost under a court order.

9. Monitoring and Reporting

There is a dedicated email address for you to send your alteration or improvement requests tenant.alteration@greensquareaccord.co.uk. This inbox is monitored daily by the Surveying & Programme Management Administration Team and overseen for quality and timeliness of responses by the Head of Property Services.

The fundamental principle of data quality and recording is that data should be right first time, which means that the responsibility is held at the point at which it is collected and recorded. All colleagues are responsible and accountable for the quality of data they collate and record.

We will hold all correspondence, documents and certificates either provided by the customer or that we have sent out in relation to a specific request. This includes where we have not given permission.

10. Quality Assurance

We will undertake an inspection of all alteration or improvement works that you undertake. In the event of any damage being caused to either your property or to an adjoining property as a direct result of the works undertaken, we will request that remedial works are carried out at your expense in a mutually agreed time period. If you are not willing to carry out this work, we will reserve the right to either carry out the work ourselves, or instruct a contractor to carry them out and seek to recover the costs incurred from you.

11. Communication, Training and Implementation

- Line managers will ensure this policy and any team responsibilities are communicated as appropriate and reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies.
- Colleagues who will be involved in the delivery of this service will be asked to confirm they have received and understood the details of this policy.
- Where policy reviews, audits or performance indicate the need for whole-scale change, then a fit-for-purpose implementation project plan will be produced and delivered.
- All colleagues will receive adequate training in the use of policies, documentation, systems and records required as part of their role. Induction, supervision and appraisal processes will be used to monitor colleague's understanding and compliance with expectations.
- Where data anomalies indicate, changes are needed to training programmes, changes will be made to reduce the risk of recurrence and ensure expected standards are clear.

12. Legal and regulatory framework

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

- Section C Part 10 of the GSA Tenancy Agreement states: *You may make certain improvements, alterations and additions to your home...provided that:*
 - a) *you first obtain our written permission; and*
 - b) *you obtain any other necessary consents and approvals (for example, planning permission and building regulations approval)**If you do not get prior permission for alterations or improvements you may be recharged for any rectification costs.*
- 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

13. Information Sharing and Confidentiality

We will provide information as required in line with relevant law and regulation.

We collect information (personal data) to enable us to:

- ◆ manage and support our relationship with you to comply with legal obligations
- ◆ improve our services
- ◆ achieve our legitimate business aims

We are committed to complying with data protection legislation when handling your data.

You have rights including access to your data and to object to the way it is processed. For more information on how and why we process your data and how you can exercise your rights please view our full Privacy Policy on our website at [Privacy notice – GreenSquareAccord](#).