



**Customer Home Improvements Policy**

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## 1. Policy Statement

- 1.1. believe housing appreciates the importance of customers feeling that their house is their home. As such, we will assess, and support customers to make improvements which encourage customers to take a pride in their home and neighbourhood.
- 1.2. Integral to this is that we consider all improvement requests in line with the tenancy agreement, relevant legal and regulatory requirements, best practice and the values and aims of believe.
- 1.3. This policy statement outlines our overall approach to customer home improvements and ensures that staff and customers are aware and understand why requests are both approved or declined.

## 2. Policy Aims

- 2.1. The key aims of the policy are to:
  - Ensure all customers live in a safe and comfortable home.
  - Provide clear information for customers in relation to improvements and how to apply for permission.
  - Clearly define customers responsibilities for carrying out improvements
  - Provide guidance as to why permission for an improvement can be or has been refused
  - Identify what action we will take when an improvement has been undertaken without approval
  - Provide clear guidance on a customer's right to compensation for an improvement at the end of the tenancy
  - Set out how customers can appeal against decisions made by us on their applications.

## 3. Scope

- 3.1. This policy covers improvements arranged by the customer and carried out at their own expense.
- 3.2. Customers must be aware that they must not make any changes to their home or garden including the removal of fixtures and fittings without checking and where appropriate, making a request to believe. Failure to do so may result in a customer

recharge, a request to return the home back to its former state at the customers expense, or a potential breach of tenancy.

- 3.3. The right to carry out improvements other than minor works, only applies once a tenancy has converted to a non-shorthold; however, we reserve the right to use our discretion and consider the circumstances of all requests.
- 3.4. The policy and procedure will also cover what action we will take when an alteration or improvement has been completed without permission, and how we will compensate customers at the end of the tenancy for permitted qualifying improvements.

#### 4. Customer Home Improvements

- 4.1. Improvements are considered to be changes to, removals or replacements of any of the existing building fixtures, grounds or garden.
- 4.2. In most cases improvements can be considered to be either minor or major. Examples of which may be:

Minor	Major
Laying laminate, wood or tiled flooring	Replacing a front door
Changing a fence to one of the same height and location.	Changing kitchen layouts or replacing kitchens.
Putting up a shed	Installing an electric or thermostatic shower.
Installing a security alarm	Fitting additional electric sockets
Changing wall tiles to kitchen or bathroom	Installing off-street parking
Installing a sky dish	Fixed external animal enclosures

- 4.3. We will not unreasonably withhold permission and if we are not able to approve a request, we will clearly explain our reasons why. Permission may be refused for a number of reasons but most commonly we will refuse requests which:
  - Devalue the home
  - Make a home unsafe
  - Have been refused by other partners, such as the planning authority or fire brigade.
  - The home is newly built and still within defects liability period or under warranty.

- The proposed work will reduce the energy efficiency of the home or increase carbon emissions.
- The works will cause enduring disturbance to neighbours, such as laminate flooring in a above ground floor flat.
- The work will result in additional cost to believe.
- The contractor you are proposing to use does not hold the right credentials, for example being Gas Safe Registered.

4.4. We will not consider requests for improvements from customers who are in arrears, have outstanding rechargeable repairs or are under review for a breach of tenancy. Customers must reapply once the arrears are cleared, or the breach is rectified.

## 5. Compensation for qualifying home improvements

5.1. We recognise that certain improvements carried out by customers may offset works which would normally be carried out by believe.

5.2. Customers have the right to compensation for making qualifying improvements, **Appendix 1**, providing they obtained written permission before doing the work. If the improvement qualifies, we'll pay compensation at the end of tenancy, deducting any money which might be owed us for either arrears or rechargeable repairs.

5.3. If a customer buys their home under Right to Buy or Right to Acquire, we will reduce the valuation to take account of improvements made. We will only consider improvements we have given permission for.

5.4. Making a home improvement will not affect the rent charged.

## 6. Our Requirements

6.1. If the proposed works are minor improvements, we will provide a list of our requirements to complete the works and our written permission.

6.2. We will provide all relevant health and safety and asbestos information required to enable customers to safely carry out the requested work.

6.3. We do not charge for advising and assessing requests for minor home improvements. We will provide detailed information on our website, customer portal, via email and over the phone.

6.4. If the proposed works are major improvements, we will, where appropriate, ask customers to:

- Obtain all necessary approvals, such as planning permission and building regulation/control, **before** applying for permission with us.
- Provide a full set of professionally drawn plans.
- Specify the materials to be used.
- Use professional contractors and give us the name of the company to be appointed.
- Give an indication of when the work will start.
- Provide relevant requested compliance or regulatory documentation when required.
- Allow access to our staff at the appropriate times, to review the works either before, during or after completion.

6.5. We will charge a fee of £60 to assess requests for all major improvements. This is to ensure that works are carried out safely and will not cause issues to the structure of the building, infringe on neighbouring homes or cause nuisance to neighbours.

6.6. If we are required to assess a home before approving a request the fee will be non-refundable and will apply even if we are unable to provide permission for the improvement or another authority such as the planning department refuses permission.

6.7. There are improvements which we will not approve for health and safety reasons or as they may damage the integrity of other elements in the home which believe have installed. These can be found in Appendix 2

## 7. Customer Responsibilities

7.1. Customers must seek permission for improvements before carrying out works.

7.2. Customers who complete home improvements without following the policy, must seek retrospective permission; fees will still be chargeable for major alterations. We will assess all retrospective applications in the same way as a new request.

7.3. Customers are responsible for putting the property back to its original condition if any improvement:

- Was made without our written permission
- Does not meet our reasonable requirements

- Is specific to the occupier and they are moving out e.g. children’s playhouses
- Poses a risk to the health or safety of our staff, contractors, or customers.

Where a customer does not reinstate the property to its original condition, we will apply the rechargeable repairs policy.

7.4. Any improvement made by a customer becomes their responsibility unless we provide written agreement to take this over.

## 8. Monitoring and review

8.1. This policy statement will be reviewed periodically and at least every two years to ensure it captures any.

- Changes in relevant legislation.
- A significant incident
- Any issues raised about the policy statement by an independent organisation.

## 9. Roles and responsibilities

Roles	Responsibilities
The Director of Assets and Compliance	<ul style="list-style-type: none"> <li>• will have overall responsibility for the implementation of this policy.</li> </ul>
Major Works Manager and Strategic Asset Manager	<ul style="list-style-type: none"> <li>• will ensure that the policy and associated procedures are understood and embedded within operational delivery and that all staff are aware of their responsibilities and adequately trained to carry them out.</li> </ul>
Neighbourhood and Lettings Managers	<ul style="list-style-type: none"> <li>• will ensure that customers are aware of their responsibilities and this policy</li> </ul>
Employees	<ul style="list-style-type: none"> <li>• follow the policy guidelines and its approach to customer home improvements.</li> </ul>

## **10. Links to other policies and procedures**

10.1. This policy should also be read in conjunction with:

- Customer Improvements Procedure
- Repairs and Maintenance Policy
- Health and Safety Policy
- Gas, Solid Fuel and Electrical Policy
- Recharge Policy
- Asbestos Management Policy
- Income Management and Rent Arrears Policy
- Tenancy Management Policy
- Complaints, Compensation and Compliments Policy



## Appendix 1

### Compensation for a qualifying home improvement

#### When can a claim for compensation be made?

We will consider claims for compensation for home improvements at the **end** of tenancy where:

- It's a qualifying home improvement
- written permission was sought **before** making the improvement.
- We have signed off the work by inspecting the completed work and received all appropriate certificates and/or warranties.

We will only consider compensation upon vacating a home. There is no entitlement to compensation for granting a new tenancy at the same property; for example, creating a joint tenancy.

There is no entitlement to compensation if we end the tenancy (for example, if we take possession action).

Compensation can be claimed for more than one improvement.

#### Table of qualifying improvements and standard life of component (in years):

Qualifying Improvement made by customer	Standard life of item (in years)
Kitchen	20
Bathroom	30
Gas Boiler	15
Air Source Heat Pump	20
Loft or cavity wall insulation	20
External Door	30
Windows	30

## How do we calculate compensation?

We calculate compensation as follows:

- Work out the customer cost of the installation and the cost to believe to have carried out the same works. This will be held in our schedule of rates in our asset management system.
- Compensation will be calculated on the lower amount.
- Work out the annual cost; for example, the cost of the improvement, divided by the standard life.
- Multiply the annual cost by the number of full years since the improvement was carried out (round up part-years)
- Deduct this figure from the initial cost.

If funding was obtained to carry out the work, we will deduct this from the cost of the improvement.

### Example:

- You fit a kitchen which is costed to believe at £2,600
- The estimated life (see above) of a kitchen is 20 years
- The improvement is discounted at £130 a year ( $\text{£}2,600/20 \text{ years} = \text{£}130 \text{ a year}$ )
- Compensation claimed 9 years after improvement
- $9 \text{ years} \times \text{£}130.00 = \text{£}1,170$
- Compensation will be  $\text{£}2,600 \text{ (cost)} - \text{£}1,170 = \text{£}1,430$

There is an upper limit of £3000 compensation for each improvement. We apply them after we have calculated the compensation.

We're unable to pay compensation for the cost of:

- Professional fees
- Planning/building consents
- Customers own labour costs.

We will check your rent account and deduct any arrears from any compensation payment.

### How to make a claim?

At least four weeks before the end of tenancy, customers must provide the following details:

- Improvements made
- Copy of our written permission
- Proof of purchase/installation costs/final bill or invoice
- Proof of the dates the improvements were started or finished

Where eligible, we will arrange payment **after** the tenancy ends.

## Appendix 2:

Works we do not give our permission to do;

- Ponds
- Log Burners, Oil or Solid Fuel Appliances (including portable such as Calor Gas Fires)
- Use of Loft space – including loft ladders, storage, or conversions.
- The creation of an additional bedroom
- Removal of internal walls and ceilings
- Internal cladding or panelling to walls or ceilings
- Glass Greenhouses
- Installation of Range Cookers
- Cat/Animal Flaps
- Installation of a gas fire
- Replacing guttering
- Removal or the handrail or spindles to stairs
- Removal of Chimney Breast
- Conservatories
- Fire Pits/ Chimineas
- Fixed Hot Tubs
- Painting of External Doors
- Painting or wrapping kitchen units
- Painting or wrapping of tiles
- Any amendment to, or replacements of Fire Doors