Name of Policy: Alterations & Improvements (Ref: PS/13)

Purpose of Policy: This Policy outlines how the Association manages requests from tenants to carry out alterations & improvements.

Policy Monitoring Details	
Department:	Property Services
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Status:	Association/Group
Date Approved by Board / SMT:	May 2024
Updated:	
Planned Review Date:	May 2029
Regulatory Outcomes being achieved:	Scottish Social Housing Charter Outcome 4 Quality of Housing Housing (Scotland) Act 2010, Tenants' right to carry out alterations and improvements
Tenant Consultation Required:	No
Equalities Impact Assessment	Initial
HRA Implications	Article 8 Right to Respect for Private Life, Family Life and the Home Article 14 Prohibition of Discrimination
Adherence with Association Values	This policy supports all the Association's values.

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1. Introduction	
1.1	This policy aims to set out the Association's approach where a tenant requests permission to carry out alteration or improvement works to their home or immediate environment.
1.2	This policy does not cover owners as, with the abolition of feu superiority, permission from the factor is no longer required for alterations and improvements.
1.3	It is essential to encourage all tenants to request permission for alteration and improvements to their homes to ensure: • The Association maintains records of such alterations • Inspections are carried out to determine the suitability of proposed works • The works enhance the property

	• The works are carried out to an acceptable standard • The works are carried out by a reputable, competent person or contractor • Any building warrants or other statutory permissions are gained • That no additional costs are borne for reinstatement at a future void date • The work does not affect their neighbours • Future processing of alterations in line with Alteration & Improvement compensation scheme
1.4	All tenants are encouraged to seek permission to undertake alterations before the commencement of work through regular articles on the Association's website & newsletters.

2. Legal Position	
2.1	Manor Estates as landlord and owner of the properties has many legal responsibilities, including a requirement that the properties are maintained in a safe condition.
2.2	It is essential that the Manor Estates ensures that any action proposed or taken by the tenant does not impinge upon these responsibilities.

3. Notification by Tenants	
3.1	Before proceeding with works all tenants must seek permission in writing, on the prescribed Alteration & Improvement form.
3.2	Applications must be accompanied by sufficient detailed information, including drawings and specifications detailing the proposed work together with copies of any approvals obtained from external authorities (such as Building Warrant or Planning Permission).
3.3	Each application will be assessed fairly and effectively, and approval of applications will not be unreasonably withheld. Approval may be granted with conditions including: • Standard of work • Compliance with current statutory regulations and codes of practice • Certification to be supplied in respect of work affecting the electrical or gas installation • • Future maintenance • Removal of item at tenancy end Depending on the type of work proposed additional conditions or restrictions may be applied to ensure that the works are carried out to the required standards and / or limit the environmental impact on adjacent properties.

4. Approvals by other Authorities	
4.1	It shall be the sole responsibility of the tenant to obtain the approval of any other Authority that is required, for example, Planning, Building Control or Highways, and for the "Serving of Notices" on adjoining proprietors. Manor Estates will not carry out these functions under any circumstance.
4.2	Permission will only be granted for any Alteration or Improvement that require a Building Warrant or Planning Permission on the condition that the plans have been approved by the relevant Local Authority and a copy received by Manor Estates.

5. Processing Applications	
5.1	In line with the Housing (Scotland) Act 2001 Manor Estates will respond to any written application within 28 days of receipt, detailing conditions attached to any consent. A property inspection may be arranged at this point subject to the nature of the alteration being proposed. If the application request is for a more complex alteration such as formation of an additional room or entrance way, we may require additional time to assess the application and will send an interim reply within the 28 day period, outlining the next stages of assessing the application and an approximate timetable for releasing the decision.
5.2	Failure of the Association to reply within the specified timescale provides deemed consent.
5.3	If Manor Estates refuses permission, the reason for refusal will be clearly explained.
5.4	Tenants who are unhappy about a refusal to grant permission, or the granting of a conditional permission, have the right to utilise the Association's formal complaints process or petition the Sheriff Court.
5.5	The tenant will have a 12 week period after approval to complete the works. The tenant should notify the Repairs team if works are going to be delayed. Re-application will be necessary for works commencing beyond this period.
5.6	The tenant should notify the Association on completion of the works to arrange an inspection.
5.7	Manor Estates will advise all tenants applying for permission to undertake works of any Asbestos Content Material that has been identified in their home in accordance with the PS20 **Asbestos Management Policy** and Asbestos Register. A specific inspection will be required where the proposed alterations involve surface breakages.

6. Permitted Works	
6.1	Manor Estates will not be restrictive in the type of work permitted and accordingly no prescriptive list will be issued.
6.2	Applications will be considered on their merits with emphasis on the following: • Do the proposals impinge on the legal responsibilities of the Association as owner and landlord? • Do the proposals require approval from another Authority, for example Building Control, and if so, has approval been obtained? • Are the proposed materials of suitable standard? • What longer term maintenance implications / responsibilities do the proposals have for the Association?
6.3	Only certain work will be considered to qualify for a Compensatory Payment at the end of the tenancy as detailed in the PS 16 **Compensation for Improvements Policy,** refer clause 10.1.

7. Unauthorised Work	
7.1	Manor Estates will consider retrospective applications if prior permission has not been sought.
7.2	Retrospective applications will be assessed in line with processing applications and permitted works. If the assessment fails to authorise the work the tenant shall be notified of the corrective action required to complete or remove the work at their own expense.
7.3	If the tenant does not comply with 9.2, Manor Estates will proceed to remove or remedy the unauthorised work and the cost of doing so will be recovered from the tenant.
7.4	At the end of the tenancy, properties should be in good order and safe condition throughout. They should be free from unauthorised alterations. Permission should have been sought and granted for any alterations to the property in line with Policy PS13 **Alterations and Improvements**. If permission was granted on condition that the property be reinstated on tenancy termination, then it must be reinstated to its original condition. Where the property falls below this standard the outgoing tenant will be recharged the cost of reinstatement.
7.5	Examples of unauthorised alterations: Internally • Removal of structural timbers in roof space • Any attic space alterations (possible roof light fitted) • Partitions in rooms that have been constructed to section off a larger room.

	• Partitions that have been removed to make a room larger. • Stair handrails/banister rails removed. • Over-bath shower where no tiling or panelling fitted or shower screen • Glazed internal doors – typically, 15 paned glass doors fitted instead of standard ply-faced doors. • Internal doors removed to form “open plan layout” – in particular, door removed at the kitchen • Cupboard doors removed. • Timber panels or timber boarding fitted to walls or ceilings. • Polystyrene ceiling tiles or coving to ceilings (tiles are usually square) • Laminate flooring. • Application of “Artex” finishing to ceilings or walls Externally • Fencing removed around the property. • Cars parked in front garden areas. • Extensions or external cupboards closed in to form part of the property. • Roof formed between property and external shed/building. • Garden shed or outbuilding within 1 metre of the external wall of the property. •

8. Inspection of Work	
8.1	A Technical Inspector will attend to inspect the completed works within 28 days of completion notification being received.
8.2	Manor Estates will ensure the work complies with the permissions granted and standard of work and materials are to an acceptable standard.
8.3	Where alterations do not comply with the original consent or where there is damage or detrimental impacts to the property or neighbouring property as a result of the alteration carried out, the Association reserves the right to require or undertake remedial works at the tenant's expense.

9. Rent and Tenancy Conditions	
9.1	Approved alteration and improvements undertaken by the tenant will not be considered in determining the rent level for the property during their current tenancy.
9.2	In line with clause 7 if permission was granted on condition that the property be reinstated on tenancy termination, then it must be reinstated to its original condition. Where the property falls below this standard the outgoing tenant will be recharged the cost of reinstatement.

10. Compensation for Improvements

10.1	Manor Estates will operate a scheme to compensate tenants for approved alterations and improvements at the end of their tenancy. These are detailed under the PS 16 **Compensation for Improvements Policy**.

11. Complaints	
11.1	All complaints will be dealt with through Manor Estates G03 **Complaints Policy** or by petition to the Sheriff Court.

12. Monitoring and Reporting	
12.1	For each financial year, Manor Estates will hold information on: - • Number of applications received • Types of applications received • Number of applications approved • Number of applications refused • Number of appeals to Sheriff Officer
12.2	A summary report on the operation of the Alteration & Improvement scheme will be reported to the SMT and Board in May each year.

13. Policy Review	
13.1	This policy will be reviewed on a 5 year cycle. Operational and legislative changes will be considered with the annual summary report.

14. Publicising this Policy	
14.1	All tenants will made aware of this Policy through: ▪ Information discussed at tenancy sign-up ▪ Tenant newsletter ▪ Association website
14.2	This Policy can be made available in alternative formats and languages on request.

15. Other Relevant or Related Policies	
15.1	PS 16 Compensation for Improvements PS 20 Asbestos Management Policy G 03 Complaints Policy