



Tenant Alteration Policy

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1. INTRODUCTION

- 1.1 Craigdale Housing Association (CHA) accepts that from time to time tenants may wish to alter the property they live in, this may be due to a change in their circumstances, medical conditions or simply to change or enhance the property they live in. Permission will not be withheld unreasonably however CHA has a duty to ensure that by carrying out such works the tenant will not damage either the structure or fabric of the property or any adjoining property. We must also ensure that appropriately qualified Tradesmen carry out work to a high standard in order to protect the Associations property.

2. REGULATORY REQUIREMENTS

2.1 Scottish Social Housing Charter

The Scottish Government, through the Social Housing Charter (2017), sets the outcomes it expects Landlords to achieve for their residents. This policy complies with the following charter outcomes:

Charter Outcome 1 – Equalities: ‘every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services’.

Charter Outcome 2 – Communication: ‘tenants and other customers find it easy to communicate with their landlords and get the information they need about their landlord, how and why it makes decisions and the services it provides’.

Charter Outcome 3 – Participation: ‘tenants and other customers find it easy to participate in and influence their landlord’s decisions at a level they feel comfortable with.

Charter Outcome 11 - Tenancy Sustainment: ‘tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations’.

Charter Outcome 13 – Value for Money: ‘tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay’.

2.2 Regulatory Standards

The Scottish Housing Regulator (SHR) have seven Regulatory Standards (2019), which all Scottish registered social landlords must meet. This policy is aligned to Standards 1, 2, 3 and 5 of the SHR’s Regulation Framework.

- Standard 1 - The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.

- Standard 2 - The RSL is open about and accountable for what it does. It understands and Takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.
- Standard 3 - The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- Standard 5 – The RSL conducts its affairs with honesty and integrity.

3. LEGAL FRAMEWORK

- 3.1 This policy is in accordance with the Housing (Scotland) Act 2001 and the Scottish Secure Tenancy Agreement used by CHA.

4. ALTERATION PERMISSION

- 4.1 Section 5 of the Scottish Secure Tenancy Agreement advises tenants that they must apply in writing to CHA for permission to carry out an alteration or improvement.
- 4.2 CHA will comply with the requirements of the Housing (Scotland) Act 2001 and ensure that we reply in writing to a request within 28 calendar days of receiving it, or, if the request is complicated and requires additional time to assess, that we send an interim reply within the 38 day statutory period.

5. GRANTING PERMISSION

- 5.1 Where a tenant applies in writing we will normally grant permission subject to the following conditions:
- Where either Planning Consent, a Building Warrant and/or any other statutory approvals are required, the tenant will be responsible for obtaining these and for providing CHA with the original copies before any work is carried out.
 - Where work on gas and/or electricity supplies is involved, the original of the safety inspection certificate issued on completion of the work will be provided to CHA.
 - The work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by CHA.
 - Any damage caused to other parts of the property during or as a result of the work will be made good at the tenant's expense.

- We reserve the right to require the tenant to reinstate the property to its original condition at any time during the remainder of their tenancy, if the terms and conditions of the original permission are not being complied with.
- The tenant may be required by CHA to reinstate the property to its original condition when they terminate their tenancy, unless we agree that the alteration or improvement should remain.

5.2 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 to limit the environmental impact on adjacent properties or areas.

6. REFUSING PERMISSION

6.1 We will refuse permission for an alteration or improvement where:

- The proposed works are considered to be detrimental to the structure and/or long-term maintenance of the property
- The proposal will breach planning and /or building regulations
- The likely environmental impact of the proposal is considered to be detrimental to the surrounding area.

6.2 Where permission is refused the tenant may submit revised proposals for consideration.

7. COMPENSATION FOR IMPROVEMENTS

7.1 Where appropriate, we will comply with the Housing (Scotland) Act 2001 and consider payment of compensation for improvements that qualify, where we have agreed that the improvement may be left at the end of the tenancy.

7.2 The amount of compensation to be paid will be calculated in accordance with current statutory guidance (Appendix 1)

7.3 Compensation will not be awarded where a tenant has carried out improvements without gaining permission from the Association, and in instances where the tenancy is terminated due to the Association having obtained a court order to repossess the property on the grounds of the tenant's breach of tenancy conditions.

7.4 If the tenants has any arrears for rechargeable repairs or rent, the compensation payment amount will be deducted from the arrears owed.

8. TENANTS WHO FAIL TO COMPLY OR TO MEET STANDARDS

- 8.1 A tenant who does not apply for our permission before carrying out an alteration or improvement will normally have to do so retrospectively, once it becomes known that the work has been carried out. In such cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specification and using appropriately qualified contractors.
- 8.2 A tenant who has been refused permission but who proceeds to carry out the work anyway will have to reinstate the property to its original condition.
- 8.3 A tenant who has been given permission but whose work does not meet CHA standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original condition.
- 8.4 In each of the cases in paragraph 8.1 – 8.3 we will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in CHA arranging for any work required to be carried out, with the tenant being liable for all the costs incurred.
- 8.5 In serious cases where CHA believe the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk we will arrange as a matter of urgency for appropriate contractors to carry out any works required. The tenant will be liable for all the costs incurred.
- 8.6 Where necessary we will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that we have issued the required warning's etc. to the tenant before legal action is implemented.

9. COMPLAINTS

- 9.1 The Association operates a Complaints Policy that is open and transparent. Should any tenant feel the need to make a complaint against the organization, the complaints policy and procedure will be implemented.

10. IMPACT ON EQUALITY & DIVERSITY

- 10.1 The Association will provide equality of opportunity and fair treatment for all, ensuring that no individual or group is treated less favourably than anyone else. We work closely with community stakeholders, to provide assurance that we are achieving these aims.
- 10.2 The Association will meet, and where appropriate exceed our obligations under the Equality Act 2010, including the general equality duty in the Act, to ensure we do not discriminate against, harass, or victimise a person because they have one or more of the nine protected characteristics described in the Act.

- 10.3 An Equality Impact Assessment (see Appendix 2.) has been carried out as part of the review of this policy, in order to assess where the aims of this policy may have a positive, negative or neutral impact upon any of the nine Protected Characteristics set out in the Equality Act 2010

11. REVIEW

- 11.1 This policy will be reviewed every 3 years or sooner if required. The review will consider complaints received, legislative changes and feedback from customers.

APPENDIX 1

Calculation of Compensation

The method of calculation on compensation would be as follows: - $C \times 1 - (Y/N)$

Where:- C Cost of improvement work from which should be deducted from any improvement grants received by the tenant.

N Notional life of improvement

Y Number of complete years, starting on the date on which the improvement was completed and ending on the date the tenancy ends.

Example: - 1 Tenant installs loft insulation 10 years ago

2 Cost of improvement work was £800.00

3 Notional Life of improvement work is 20 years

Calculation $C \times 1 - (Y/N)$
 $800 \times (1 - 10/20)$
 $800 \times (0.5)$

Compensation £400.00
Payable