



# **Tenants' Right to Make Improvements Policy**

## **1. Scope**

- 1.1 This policy sets out Town & Country Housing's (TCH) approach to tenants' right to make improvements.
- 1.2 This policy covers all tenants that live in TCH properties including social housing tenants, supported and sheltered housing tenants. This policy does not cover freeholders, leaseholders or shared owners.
- 1.3 If there are differences between this policy and individual leases or tenancy agreements, then the lease or tenancy agreement will be followed as it's a legal document

## **2. Aims and Objectives**

2.1 The aims of this policy is to ensure that:

- We give tenants permission to carry out improvements within their homes in line with legal and regulatory guidelines;
- assured and secure tenants are given the same rights; and
- all TCH tenants are treated in a fair and consistent way

## **3. Equality Statement**

- 3.1 TCH will not unreasonably deny any requests for tenants to make improvements to their homes. As a social housing provider, TCH aims to give all residents the best opportunity to reach their full potential, including enabling them to create the home that best suits their needs and wishes, while fulfilling legal, structural and safety requirements. TCH recognises that residents may have limited opportunities to seek alternative future housing and will therefore aim to offer compromises or the option to mutually exchange should any request for improvements not be granted. Where improvements are sought in respect of mobility considerations, this will be covered under the aids and adaptations policy.

## **4. Right to Compensation for Improvement**

- 4.1 This is a right for tenants to claim compensation for certain improvements which they have made to their home at their own cost. It is a right to compensation (in certain circumstances) not a right to improve. Compensation is payable only at the end of the tenancy and takes into account depreciation (the item is worth less money the older it gets), and wear and tear.

## 5. Landlord's Fixture

- 5.1 An improvement will generally count as a landlord's fixture where it becomes a fixed part of the structure or installations of the building as defined in the Landlord and Tenant Act 1985. For example: new wiring, central heating, new kitchens, new bathrooms, sanitary appliances, showers will be landlord's fixtures. We have a duty to keep such items in good repair.
- 5.2 Tenants must obtain written consent from us and have all other necessary approvals (such as planning permission) before making improvements to their homes. We may need to visit to understand the request in more detail and carry out pre-permission checks (such as checks for the possible presence of asbestos).
- 5.3 Tenants must request permission for improvements in writing and must wait to receive TCH's written consent to carry out the works before any works can start. Email and other digital communications are acceptable but tenants must wait for the response under all circumstances. Verbal permission is not acceptable and tenants should never rely on any discussion as having given permission without follow up confirmation in writing.
- 5.4 TCH aims to give equal rights to all tenants wherever possible. We therefore give assured tenants the same rights as those that secure tenants are granted by law.
- 5.5 Permission will normally only be refused if the intended work would include (but is not limited to) any of the following:
  - involve structural change to the premises;
  - make the property unsafe;
  - increase TCH maintenance costs;
  - reduce the living space;
  - breach planning, building or conservation area regulations;
  - affect any work planned by TCH; or
  - reduce the value of the property.
- 5.6 Specific examples of home improvement we will not allow tenants to carry out include (but are not limited to) the following:
  - If a property doesn't already have spotlights, we can't give permission for them to be installed. This is because installing spotlights in a building which was not designed for them will damage the integrity of the building
  - Installation of extensions, conservatories or lean-to structures.
  - Installation of brick built structures
  - Replacement of complete window sets (glazing and frame) or external doors.

- Layout change (addition or movement of walls)
- We don't allow replacement or removal of internal fire doors (e.g. kitchen or open plan lounge/kitchen) because these provide protection to the rest of the property from fire
- We don't allow installation of security bars on windows or doors as this restricts escape routes in the event of a fire
- Installation of cat or dog flaps as they will affect the integrity of the door.
- Removal of chimney breasts.
- Installation of log burners

5.7 As a general rule tenants will not be allowed to remove landlord's fixtures that are an essential feature of the structure or installations e.g. wiring and pipework. Permission may be granted at discretion of the surveyor and must be always given in writing.

5.8 Minor electrical alterations are allowed (e.g. single light/socket installations). Works must be carried out by a qualified electrician and have certificates provided (e.g. Minor Electrical Installation Works Certificate)

5.9 Any authorised improvements should be left in the property and in good, working condition at the end of the tenancy. Compensation, in line with this policy, will be paid at the end of a tenancy for qualifying improvements.

## **6. Sheds**

6.1 We will only give permission for sheds if they meet the following criteria

- They will not breach local planning regulations
- They are not built of brick or concrete
- They have no concrete base
- They do not exceed 25% of the garden space

## **7. Driveways**

7.1 We will only give permission for driveways if they meet the following criteria

- They will not breach local planning regulations
- They are permeable or have adequate drainage
- Local Authority permission for a dropped kerb has already been obtained

## **8. Fencing**

8.1 We will give permission provided that the requirements of the following are met:

- Local Authority Planning Regulations

- Parish Council Planning
- Conservation Area Restrictions
- Terms of Property Deeds

## 9. Laminate Flooring

9.1 Laminate flooring can cause issues with noise transference between properties and can cause repairing obstacles, e.g. when we need to access pipework or remedy leaks. We will not therefore grant permission for laminate flooring unless strict conditions supported by recommendations from a medical professional are met.

9.2 For permission to be given the following conditions must be met:

- tenant(s) must have a recommendation in writing from a medical professional (i.e. Occupational Therapist)
- tenant(s) must live in a house and none of the rooms are situated above residential space belonging to someone else; or tenant lives on the lowest floor of a block;
- the property has concrete flooring;
- sound insulation pads, which lie beneath the laminate, are fitted at the same time. We recommend acoustical sound insulation which is widely available throughout the UK;
- the tenant agrees that they'll take up the flooring if this is necessary for TCH to carry out repairs and that TCH won't be responsible for any damage or any costs for removing or replacing the flooring
- the tenant agrees to remove the laminate entirely when they leave the property and to reinstate all doors and skirtings to their original sizes and locations.

## 10. Compensation

10.1 The following table lists the improvements that tenants can make to their homes at their own cost for which compensation may be considered at the end of the tenancy. The list also states their average associated notional life. Notional life isn't the length of time something is expected to last before it needs replacing, it's a suggested period of time for calculating compensation only.

| <b>Improvements Qualifying for Compensation</b>     | <b>Notional Life (years)</b> |
|---|------------------------------|
| Bath, shower, wash hand basin or toilet             | 12                           |
| Kitchen sink, or work surfaces for food preparation | 10                           |
| Storage cupboards in bathroom or kitchen            | 10                           |
| Thermostatic radiator valves                        | 7                            |
| Insulation of pipes, water tank or cylinder         | 10                           |
| Loft or cavity wall insulation                      | 20                           |
| Draught proofing of external doors or windows       | 8                            |

|   |    |
|---|----|
| Double glazing or other external window replacement of secondary glazing                | 20 |
| Any other object which improves the security of the dwelling (excluding burglar alarms) | 10 |

10.2 Written consent must be obtained before works are carried out.

## 11. Calculating the Compensation

11.1 The amount of compensation owed to a tenant is calculated in line with The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

11.2 This calculation takes into account the cost of the improvement and the expected lifetime the improvement has left when compensation is requested.

The calculation is as follows:

$$C \times \left(1 - \frac{Y}{N}\right)$$

**C** = cost of the improvement (excluding the amount of any grant or minor works assistance under Part VIII of the Local Government and Housing Act 1989(6) or the Home Energy Efficiency Grants Regulations 1992(7) paid in respect of the improvement)

**N** = the notional life of the improvement

**Y** = the number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed.

11.3 Compensation will only be paid if written permission of the works is produced by the tenant and receipts and proof of cost of the works carried out.

11.4 Deductions for depreciation will be calculated as in the below example.

*If replacement windows were put in ten years ago costing £2000, this is calculated as follows:*

*Number of complete years (10) multiplied by the notional life (20) = 0.5*

*Then  $1 - 0.5 = 0.5 \times 2000$  (original cost) = 1000 (compensation payable).*

11.5 Deductions to the compensation payable will be made if:

- The cost of the improvement was excessive
  - The improvement is of a higher specification than it would have been if TCH had done the work
  - The improvement has deteriorated at a greater rate than is specified as the notional life in Table 1
  - Any money is owed to TCH by the tenant (e.g. rent arrears, service charge arrears, rechargeable repairs or court costs). An increase to the compensation payable may be made if the improvement has deteriorated less than is specified as the notional life in Table 1.
- 11.6 Compensation can be claimed for the cost of materials (but not appliances such as cookers and fridges) and labour costs (but not the tenants own labour).
- 11.7 No compensation can be claimed for professional fees (such as architects), or the costs of any relevant planning permission or consent under Building Regulations.
- 11.8 Compensation will be payable to a maximum of £3000 for any one improvement. No payment will be made if the level of compensation is less than £50.
- 11.9 Claims must be made not more than 28 days before or 14 days after the date on which a tenancy ends, via the TCH compensation procedure. All claims must be supported by evidence that permission was given for the improvement works, and all relevant invoices and certificates. A visit by a surveyor may be necessary to validate the claim.

## **12. Requesting an Improvement**

- 12.1 Tenants must apply for improvements in writing.
- 12.2 Tenants must submit:
- three cost estimates and state the reason for choosing a particular estimate (the person/contractor chosen to carry out the work must be suitably qualified or experienced e.g. registered with trade bodies or holding);
  - agreement Certificates. Copies of these must be attached to the application;
  - written proof that approval has been obtained where necessary from the local authority Building Control and Environmental Health departments, electricity board or water company;
  - plans/catalogue illustrations for kitchen unit designs or bathroom suites in line with the same suppliers TCH is currently using etc; and
  - illustrations for replacement of internal non-fire doors etc.

## **13. Retrospective Permission**

13.1 TCH will consider granting permission retrospectively but the improvement must have met the required criteria. Where permission is not granted the improvement must be removed within the timeframe specified by the TCH surveyor and the affected area made good to the satisfaction of TCH.

#### **14. Agency Managed Schemes**

14.1 Agency managed schemes have been specifically developed by TCH to house a certain client group. Tenants living in accommodation managed by an external agency will be bound by the policies and procedures of that organisation. The staff managing the scheme are responsible for following their own policies and procedures and giving advice to the tenants living there.

#### **15. Related Documents:**

- Tenant Right to Make Improvement Procedure
- Town and Country Housing assured and secure tenancy agreements

#### **16. Related Legislation**

- The Housing Act 1985 - permits secure tenants to carry out improvements themselves.
- Statutory Instrument 1994 No 613, the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 - sets out a list of suggested improvements for associations to include and the formula for calculating compensation and the list of qualifying improvements with indicated notional life.
- The Fire Safety Act 2021

#### **17. Version control**

| <b>Date</b> | <b>Author</b> | <b>Version</b> | <b>Details of review</b> |
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