

# THREE BOROUGHES HOUSING CO-OPERATIVE

## Home Improvements Policy

### 1. Introduction

Three Boroughs Housing Co-operative wants its Members to enjoy living in their homes and is happy for Members to make changes and improvements, providing certain conditions are met. This policy outlines what is defined as a home improvement, Members' responsibilities in relation to home improvements, the information they are required to provide and why permission may not always be granted.

### 2. Aims of the Policy

The aims of the policy are:

- To clearly define what is meant by a 'home improvement'.
- To ensure Members are clear about their responsibilities and the permissions needed before undertaking any improvements to their home.
- To ensure that all requests made by Members to improve their homes are dealt with in a fair and transparent manner.

### 3. Definition of a Home Improvement

A home improvement is anything which changes the physical attributes of a property and where permission is required. Home improvements can range from minor to major. The table lists some examples of home improvements, but the list is not exhaustive or definitive.

Major Improvements	Minor Improvements
Any changes to a room layout, such as taking down or putting up a dividing wall	Laying laminate or hard wood flooring
Any alteration or addition to the electrics and/or plumbing, such as installing a shower	Installing a cat / dog flap in an external door or wall
Replacing a kitchen or bathroom, doors (internal or external) or windows	Installing a video doorbell / CCTV
Extending the existing heating and hot water system	Replacing or adding a new kitchen cabinet, or replacing the cupboard doors or work surface
Any works to the loft space	Erecting an external aerial, cable or satellite dish
Adding a conservatory, porch, extension or garage	Erecting a new boundary wall/fence
Erecting a shed or greenhouse	Planting or removing a tree in the garden
Putting in a driveway or installing a dropped kerb	Laying a patio or building a pond

Home improvements do not include repairs which are the responsibility of Members under the terms of their tenancy or licence, or the decoration of Members' homes.

#### **4. Member Responsibilities**

Members have a number of responsibilities in relation to home improvements. Specifically, Members:

- Must get written permission **before** making any improvements or alterations.
- Should check the terms of their individual tenancy or licence agreement for their right to make improvements.
- Must ensure that all works are carried out to a good standard.
- Are responsible for repairing and maintaining any improvements they have made.
- Are responsible for any damage, injury or costs arising as a result of the works.

If the proposed works are structural, Members must be aware of the following additional requirements:

- For all works likely to require planning permission, advice should be obtained from the relevant local authority before applying to the Co-operative for permission for the works.
- Planning permission (if required) must be in place before works start.
- Professionally drawn plans must be obtained.
- Professional contractors must be appointed and it is recommended that quotes are sought to ensure value for money is obtained.
- Access must be allowed, on prior notification, either before, during or after the works so inspections can take place.

Members are also responsible for putting the property back to its original condition if:

- An improvement or alteration was made without permission.
- Is specific to a Members' occupation and they are moving out. For example, cat flaps, ponds, greenhouses. Members will be notified of this at the time of the approval.
- The alteration poses a risk to anyone's health and safety.

If any of the above conditions apply, and the property is not reinstated to its original condition, the Co-operative will carry out these works and recharge the cost to the Member (Please refer to the Rechargeable Repairs Policy for more details).

#### **5. Granting or Refusing Permission**

Members should be aware that the Co-operative may not always be able to grant permission for home improvements or alterations, as any such decision will be at the discretion of the relevant landlord Housing Association. Requests for improvements, however, will not be unreasonably refused.

Requests should be made in the first instance to the Co-operative Housing Manager. You must not start work until you have received written permission to do so.

If permission is refused, the reasons will be outlined in writing. Approval may be refused for the following reasons, but the list is not exhaustive.

- The property is a listed building, in a conservation area or subject to another form of restriction.
- Planning permission has been refused (if needed).
- The work will make the property unsafe. For example, by removing a fire door.
- The work will make a neighbouring property unsafe. For example, by obstructing an escape route.
- The work will alter the layout of the property. For example, by converting two rooms into one.
- The work will reduce the overall size of the property.
- The work will result in blocking light or an established right of way.
- The work will reduce the energy efficiency of the heating system.
- The work may cause unnecessary or enduring disturbance to neighbours. For example, a request to lay laminate flooring in an upstairs property.
- The work may interfere with planned major repairs. For example, a request to fit a skylight which may affect the future maintenance of the roof.
- The work will remove adaptations which have been provided to make the property suitable for Members with specific needs.
- The work may result in additional costs either to the Co-operative or to the Housing Association.
- The tenancy conditions have been breached. For example, if there are arrears on the rent account.

Members may seek a review of the decision using the Co-operative's Service Complaints process.

## **6. Compensation for qualifying Home Improvements**

Members have the right to claim compensation for certain improvements, providing written permission was granted for the works.

Compensation can only be considered if a Member is moving out of the property, and will be paid at the end of the tenancy. There is no entitlement to compensation if a new tenancy is granted at the same property, for example, by the creation of a joint tenancy. There is no entitlement to compensation if the tenancy is ended by the Co-operative through possession action.

To make a claim for compensation, at least four weeks before the end of the tenancy, the Member must provide details of:

- the improvements made
- copy of the written permission for the improvements
- proof of purchase and installation costs
- proof of the start and finish dates for the works
- a copy of the final bill or invoice
- a copy of any inspection certificates

Compensation will not be paid for:

- Professional fees
- Planning/building consents
- Members' own labour costs

If, at the time of the application for compensation, there are arrears on the rent account, the amount will be deducted from any compensation payment.

For a full breakdown of qualifying improvements and compensation entitlements, please refer to the appendices of the Management Agreement of the Housing Association owning the property.

## **7. Policy Review**

This policy will be regularly reviewed to ensure it reflects best practice and to address legislative, regulatory or operational changes.

<b>Approved by the Management Committee on</b>	<b>5<sup>th</sup> May 2022</b>
<b>Signature</b>	
<b>Position of Signatory</b>	
<b>For review on</b>	<b>5<sup>th</sup> May 2027</b>