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ALTERATIONS/ IMPROVEMENT POLICY

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Registration No. HCB 161 SC Registered: Financial Conduct Authority - 1818 R(S).
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Healthy Working Lives



1. INTRODUCTION

The Association recognises that tenants may wish to carry out improvements and/or alterations to their homes. The Housing (Scotland) Act 2001, gives all tenants the right to receive compensation for alterations/improvements which they have carried out, subject to receiving permission from Milnbank Housing Association. Any tenant ending their tenancy can apply to the Asset Manager for compensation in writing.

2. SCOPE OF THE POLICY

This policy document covers two aspects of Alterations to Property.

- Permission to carry out the alteration
- Compensation for the alteration
- The policy is to tenants only and is paid at the end of a tenancy.

It is the Association's policy to support residents who wish to carry out improvements as part of its overall policy of maintaining its properties to the highest standard.

3. PERMISSION TO CARRY OUT AN IMPROVEMENT

Applications to carry out improvements must be made in writing on the Association's standard form to the Association's Maintenance Function (*Appendix 1*). The Association has detailed procedures for checking and acknowledging applications, for pre and post inspections, for checking the safety of the alteration, checking technical specifications of the proposed work and that it will not detract from the future use of the premises or inconvenience other residents (*Appendix 2*). When the checking procedure has been completed permission is granted (*Appendix 3*) or refused (*Appendix 4*) and notified in writing to the applicant.

In considering applications for improvements the Association shall not unreasonably withhold consent. Tenants will be required to provide full details of the proposed work including scale drawings and a specification of the work planned. Tenants must ensure the work:-

- Meets Health & Safety regulations

- Has planning and building consents (where necessary)
- Is undertaken by qualified tradesmen

The Association will endeavour to process any applications within 28 days of receipt. However, where further information is required, this may delay the decision beyond 28 days.

There are some costs which cannot be claimed. These are as follows:-

- Tenants own D. I. Y or labour costs
- Professional Fees such as Architects
- Consent costs under the Building Regulations

The amount of compensation will depend on the length of time between the installation of the improvement and the end of tenancy. Each item of work included in the compensation scheme has a "Notional Life", that is the number of years of expected use.

Notional life values and compensation equation are prescribed by statutory instrument in the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002, section number 312.

4. CLAIM FOR COMPENSATION

- (i) All claims for compensation must be made in writing to the Asset Manager and contain sufficient information (including receipts detailing costs and payment) to enable Milnbank Housing Association to reach a decision within the time frame allowed.
- (ii) Any claim must be submitted within 28 days of notification of termination of tenancy or within 21 days after the date of termination to the Asset Manager.

5. AMOUNT 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:-

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

Compensation Payable: £400.00

Any amount of compensation will be reduced to take account of any sum owed by the tenant e.g. rent arrears, rechargeable repairs, post void works.

6. QUALIFYING IMPROVEMENT WORK AND NOTIONAL VALUE

| Column 1 (Item) | | Column 2 (Notional life in years) |
|----------------------------|------------------------------------|--|
| 1. | Bathroom Suite Replacement | 30 |
| 2. | Kitchen Replacement | 15 |
| 3. | Window Replacement | 30 |
| 4. | Boiler Replacement | 15 |
| 5. | Central Heating System Replacement | 30 |
| 6. | Re-wire of property | 30 |

7. COMPENSATION WILL NOT BE PAYABLE IN THE EVENT

- The amount payable is less than £100.00
- The tenancy ended by:-Repossession i.e. the tenant has been evicted.
- Purchase of property within the terms of the Right to Buy.
- The tenancy being transferred from a joint tenancy to one of the joint tenant, solely.

8. DISPUTED AWARD

In the event that the tenant rejects the offer of compensation, the tenant can appeal within 28 days of the date of the award, in writing, to the Director.

The Director will decide to either uphold or reject the appeal.

The decision of the Director will be communicated to the tenant within 5 working days.

If the appeal is rejected, the tenant can further appeal to the Management Committee of the Association within 14 days of the date of the rejected appeal.

The decision of the Management Committee of the Association is final.

No appeal will be heard outwith the appeal timetable i.e. within 28 days if the original decision, 14 days of the first stage appeal.

9. DATA PROTECTION

MHA controls the personal information that we collect, this means that we are legally responsible for how we collect, hold and use personal information. It also means that we are required to comply with the General Data Protection Regulations (GDPR) when collecting, holding and using personal information

APPENDIX 1

ALTERATION/IMPROVEMENT APPLICATION FORM

1. Full Name (s) of Tenant (s).

| |
|--|
| |
|--|

2. Address of property to be altered/improved.

| |
|--|
| |
|--|

3. Details of proposed alteration/improvement (please provide fullest details including plans, specifications, estimates, etc.).

| |
|--|
| |
|--|

4. Is planning permission or a building warrant required for the work?

YES

NO

If yes, please provide copies of the approval.

5. Signature(s)

| |
|-------|
| _____ |
| _____ |

Date:

For office use

Date request received:

Date pre-inspected:

Date of approval letter:

Date of rejection letter:

Date of post inspection:

APPENDIX 2

ALTERATION/IMPROVEMENT CHECKLIST

FOR OFFICE USE ONLY

| PRE-INSTALLATION INSPECTION | |
|--------------------------------|---------|
| Is prior inspection necessary? | YES/ NO |
| Can work proceed? | YES/ NO |
| Comments: | |
| | |
| | |
| Asset Officer Signature: | |
| Date: | |

| POST-INSTALLATION INSPECTION | |
|---|---------|
| Work completion date | |
| Is work carried out to a satisfactory standard? | YES/ NO |
| Comments: | |
| | |
| | |
| Asset Officer Signature: | |
| Date: | |

| REIMBURSEMENT | |
|------------------------------------|---------|
| Is the work reimbursable? | YES/ NO |
| Housing Services Signature | |
| Date | |
| Have receipts etc., been examined? | YES/ NO |
| What reimbursement is due? | |
| Housing Services Signature | |
| Date: | |

APPENDIX 3 STANDARD APPROVAL LETTER

Reference

Date:

Name

Address

Dear Name

TENANT ALTERATION REQUEST TO: DESCRIPTION OF WORKS

I refer to your recent request in connection with the above and confirm that you may carry out the proposed work subject to the following conditions:-

1. The work must be carried out by fully qualified tradesmen and in workmanlike fashion. Any work relating to gas appliances must be carried out by Gas Safe registered tradesmen or equivalent and all electrical work must be carried out to IEE Standards. Confirmation of tradesmen's qualifications must be supplied to our Office prior to the commencement of any works.
2. The completed works will be inspected by our Asset Officer who may request further works prior to confirming satisfactory completion.
3. Any fixtures, fittings or appliances which are the property of the Association are affected by the works must be restored to our satisfaction at the end of your tenancy.
4. All costs associated with the works and subsequent restoration will be met by you.

Please notify Asset on completion of the works in order to arrange a mutually convenient time to carry out a post-inspection.

Yours sincerely

ASSET OFFICER

**APPENDIX 4
STANDARD REJECTION LETTER**

Date:

Name
Address
Flat 1/2

Dear Name

TENANT ALTERATION REQUEST TO: DESCRIPTION OF WORKS

I refer to your recent request in connection with the above and confirm that we are unable to grant permission to carry out the proposed work. The reasons for this are listed below.

<Reason>
<Reason>
<Reason>

You have the right to appeal this decision and if you wish to do so please detail the grounds for your appeal in writing and address it to our Asset Manager within 14 days of receipt of this letter.

Yours sincerely

ASSET OFFICER