



## TENANT ALTERATIONS POLICY

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## **1.0 Introduction**

West Lancashire Borough Council (WLBC) recognises that tenants and leaseholders have a legal right to make alterations and improvements to their homes provided that they obtain written permission before any relevant works are carried out.

Tenants are encouraged to respect their homes and keep them in suitable conditions regardless of the length of their tenancy. Some tenants choose to carry out alterations and improvements in their home, over and above the repairs needed. This policy sets out to create a standardised procedure for dealing with tenant requests for alterations both inside and outside of the home to ensure that all requests are treated fairly and consistently.

Requests from leaseholders are dealt with in line with our Alterations and Improvements for Leaseholders Procedure

## **2.0 Purpose & Scope**

### **2.1 Purpose**

The purpose of this policy is to

- Set out our approach to granting permission for tenant alterations and improvements.
- Ensure there are clear guidelines for staff and tenants.
- Ensure alterations and improvements are carried out appropriately, considering environmental impact as well as health and safety requirements.
- Protect the Council's interest in its homes and safeguard it from damage and loss.

### **2.2 Scope**

Secure tenants and tenants with a Rent to Buy tenancy have a legal right to make alterations and improvements to their homes if they request written permission (and gain consent) before they carry out any works. Those tenants with an introductory or temporary non-secure tenancy do not have a legal right to make alteration or improvements. However, there are some circumstances where requests from tenants who have these types of tenancy may be granted permission. Where Shared Owners wish to make alterations to the property, they will also need to seek written approval from the Council, for further details please see the Shared Ownership Policy.

## **3.0 Legal Framework**

The main areas of law that are relevant to this policy:

- Section 97 of the Housing Act 1985, as amended, which states that secure tenants are required to obtain their landlord's consent prior to making any improvement to their home. This defines an improvement as 'any alteration in, or addition to a dwelling house' and includes:
  - any addition to or alteration in landlords' fixtures and fittings.
  - any addition or alteration connected with the provision of service to the dwelling house.
  - erection of wireless or television aerial; and
  - carrying out of external decoration.

The required consent must not be unreasonably withheld and, if unreasonably withheld,

shall be treated as having been given.

- The terms and conditions of the Council's Secure and Introductory Tenancy Agreement, which outlines the rights and responsibilities of tenants.
- Section 99A of the Housing Act 1985 (as amended) outlines the right for tenants to be compensated for certain improvements at the end of a tenancy subject to specified eligibility criteria.
- The Town and Country Planning Act 1990 (as amended) regulates the development of land in England.
- Building Regulations 2010 and The Building (Approved Inspectors) Regulations 2010 set out what kind of works needs approval and how that approval should be obtained and technical requirements that set the standards that should be achieved by the building work.

#### **4.0 Associated Documents & Policies**

- Repairs Policy
- Tenancy Agreement
- Alterations and Improvements for Leaseholders Procedure
- Customer Feedback Policy

#### **5.0 The Council's Responsibilities**

WLBC will be fair and consistent in considering requests made by tenants to carry out alterations and improvements to their homes. When making any decisions, the Council will consider any potential concerns for neighbouring homes and will also protect its own interest in the home. All decisions will be confirmed in writing.

We will ensure that we publish and make readily available clear, comprehensive information about our procedures for applying for permission to carry out an alteration or improvement, and about our standards and conditions relating to specific categories of work.

Where required, all tenants should seek permission from the Council for any alteration, before seeking building control and planning consent. This is to ensure that they are not put to unnecessary expense if they are refused permission by the Council in its capacity as landlord.

To enable the Council to consider the applications received, they should be accompanied by relevant details including plans, designs, information from third party providers and / or other necessary documents as necessary.

The Council cannot refuse reasonable requests for home improvements under the Housing Act 1985, Section 97(1). However, the Council can define occasions where improvements will be refused, usually due to rent arrears or anti-social behaviour. The effect of alterations on neighbours during works and following the completion of alterations must also be considered by the Council and applicant. Improvements carried out without prior permission will be reviewed on an individual basis to comply with current relevant policies.

Tenants who have breached their tenancy agreement and have had formal enforcement action commenced against them in relation to anti-social behaviour or nuisance may not have any applications considered unless the terms of the enforcement action have been complied with.

Reasonable conditions will be attached to any permission granted and these may include:

- An estimate of timescales for completed works e.g., in accordance with guidance provided by the Planning Department.
- Allowing access for an inspection to the property (within 21 calendar days) during or after completing the works
- A description of the quality of materials that must be used in accordance with agreed specifications.
- That works must be carried out by a suitably qualified person/contractor.
- Where requested, certificates, guarantees or warranties must be provided e.g., FENSA certificate, Gas Safe registration details, etc.
- Complying with all relevant regulations for carrying out the proposed works.

Where permission is refused, the Council will not be liable for reimbursing residents for any charges / fees or for any other costs incurred in connection with the proposed alteration or improvement.

The Council will also not be liable for any loss or damage to any alterations carried out by the tenant with or without written permission / consent from the Council.

The Council will not assist with payment towards the cost of carrying out the improvement.

Rent will not be reduced or altered because of any improvement, even if the improvement has had an effect on the value of the property. However, in certain circumstances where, for example, the property has been extended, the rent level will be reviewed when the property becomes empty.

Outgoing tenants will be recharged for any repairs that the Council must carry out if the repairs relate to, or arise from, alterations or improvements.

## **6.0 Tenants Responsibilities**

It is a term of most tenancy agreements that if a tenant makes an improvement or alteration to the property without written permission the Council may:

- Request a tenant return it to the way it was before. If they don't, the Council may do the work and the tenant will be required to pay for the work.
- Seek possession of the property
- Refuse to agree to exchanging the property with another tenant.
- Refuse to agree to a transfer to another property.
- Increase the price of the property on any purchase by the tenant.

Tenants are responsible for the following:

- Requesting permission in writing using the form at Appendix A, and for obtaining consent in writing before beginning any works.
- Clearing any debts owed to the Council in the form of rent arrears, or court costs prior to their request receiving consideration.

- Ensuring that any other permissions, approvals, or licenses are obtained before beginning any works including:
  - Building regulations
  - Planning (including conservation areas)
  - Listed building permissions
  - Gas, electricity, or water companies
- Paying any fees or charges that arise from seeking the appropriate permissions.
- Complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions.

All electrical work carried out at the premises must be undertaken by a competent electrician and must carry a certificate of compliance as per the applicable Electrical Regulations or any other regulations in force at the time of the request or as amended. Copies of all certification documents must be sent to WLBC for our records.

All works relating to the installation, removal or relocating of a gas appliance must be carried out by Gas Safe registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998 (as amended). Copies of all certification documents must be sent to WLBC for our records.

All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006 (as amended). Copies of all certification documents must be sent to WLBC for our records.

All plumbing works must be carried out by a suitably qualified and competent plumber.

Approved alterations to the property must be completed in a reasonable timescale, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission. The consent itself will only be valid for a period of six months.

The above requirements are not exhaustive, and tenants will be advised of the specific requirements that are attached to any consent granted when this is confirmed in writing.

If it is required, tenants are responsible for finding alternative accommodation, at their own expense, if they have to move out of their home during any works that they have permission to carry out at their own expense. Rent will be charged during any period where a tenant is required to move out.

If the Council carries out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying for any and/or all recharges. See separate recharge policy.

## **7.0 Types of Works Considered**

Examples of works that would be assessed and given consideration under this policy include, but are not limited to:

- Installing replacement windows or doors
- Building or removing a structure in a garden including a shed, greenhouse, gazebo, wall or fencing.
- Adding, altering, moving (or removing) any gas, electrical or water services.

- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Installing a driveway or pavement crossing
- Installing a patio
- Laminate Flooring - if you live in a house, bungalow, or ground floor flat. Please be aware that you will be responsible for lifting and relaying the laminate flooring to enable work to be carried out in your home (such as a rewire). If you do not do this, WLBC will instruct a contractor to do this, and you will be recharged for this. WLBC will not take responsibility for any damage to your flooring caused by this. We will not give our consent to any home that is not on the ground floor.
- EV Charging point - if there is designated off-street parking at the property with a dropped kerb and hardstanding, subject to the agreement of the electrical provider and compliance requirements. We cannot currently give permission if residents live in a flat as you need a designated parking space and charging cables cannot be placed over public land, such as pavements, even on a temporary basis.
- CCTV

The above list is not exhaustive and is for guidance only. Each case will be assessed on its individual merits. Any permissions given will be subject to necessary building approval consent or other relevant consents being obtained and complied with.

## 8.0 Types of Works Not Considered

Permission will be refused if it is considered that the intended work:

- Makes the home unsafe.
- Increases maintenance costs for the Council.
- Increases fire risks e.g., replacing fire resistant front doors, cupboard doors or other Doors (e.g., hallway doors) in communal areas or installing security grilles on doors or windows.
- Results in overcrowding
- Reduces living space.
- Breaches planning, building or conservation area regulations.
- Does not comply with relevant regulations, health and safety, or other requirements.
- Affects any work planned under a modernisation or improvement programme.
- Reduces the value of the home.
- Appears unsightly or is out of keeping with the character of the development or surroundings.
- Is likely to be a source of annoyance or disturbance to neighbours.
- May result in making the home difficult to let in the future.
- Restricts access to service points such as stopcocks.

In line with the above, the following works would not normally be permitted:

- Erection of fencing on open plan areas
- Removal of internal wall(s) which would reduce the number of bedrooms or reception rooms offered by a home.
- Removal and non-replacement of any asset in a home, for example heating.
- Rendering and decoration of external walls to a home where these have not been previously painted.
- Insulation works to UPVC doors and /or windows.
- Installation of ponds and sheds in communal gardens or other areas

- Log burners or other solid heating appliance
- Pet flaps in fire doors and / or doors leading to communal areas.
- Artexing or other textured finish to internal walls
- Stairlifts onto shared communal staircases

The above list is not exhaustive, and every request will be considered on its individual merits once full details, plans and or drawings have been provided.

## **9.0 Tenants with Introductory and Temporary Non-Secure Tenancies**

Tenants who have an Introductory or Temporary Non-Secure Tenancy do not have a legal right to carry out alterations or improvements to their home. However, the Council may grant permission for certain minor alterations where it is considered unreasonable to refuse the request. Each request will be considered on its individual merits but examples of the types of requests that might be approved include for example, the erection of a shed in a private garden.

## **10. Empty Homes and Mutual Exchanges**

When properties are let under a new tenancy agreement any improvements or alterations apparent at inspection and remaining within the home on commencement of the tenancy, become the responsibility of WLBC to service and replace in conjunction with the stock survey data, unless the incoming tenant has signed an agreement to accept responsibility.

Outgoing tenants may be requested to remove improvements or alterations prior to termination of their tenancy. Failure to do so when requested may result in WLBC recharging the cost of removal to the former tenant.

When mutual exchanges take place any improvements or alterations that have been carried out must be identified by the outgoing resident, as responsibility for future repairs and replacement will move to the new incoming tenant who will be advised verbally of these responsibilities at the property inspection, and which will be then be confirmed in writing.

WLBC will not correct or rectify defective work other than Right to Repair on tenants own improvements.

## **11.0 Responsibility for Future Maintenance**

The Council will not be responsible for maintaining items that have been installed by tenants.

## **12.0 Terminating a Tenancy**

Tenants will be responsible for maintaining any alterations and any associated repairs in their homes. WLBC may ask tenants to remove any alteration and return the home to its' original condition when a tenant leaves it.

You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this.



Failure to comply with the termination clauses within your tenancy agreement may result in legal action being taken.

### **13.0 Right to Buy**

If an application for the Right to Buy is submitted and alterations or improvements have been completed without obtaining consent, then the retrospective consent process will be progressed. This may result in the tenant paying any relevant fee for any associated required permissions.

In accordance with Right to Buy legislation, any alterations carried out at a tenant's own expense will not be considered when the valuation of the property is determined by the valuer instructed by the Council.

### **14.0 Unauthorised Alterations or Improvements**

It is a tenancy condition that permission must be obtained in writing before a tenant commences any improvement. If a tenant carries out an improvement without obtaining written permission, the Council may grant retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

The exception to this general rule will be where it is recognised, at the time staff become aware of the work, that permission would not be granted. In these cases, the tenant will be required to arrange and meet the costs of reinstating the home to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.

A tenant who has been refused permission but who proceeds to carry out the work anyway will be required to reinstate the home to its original condition as specified above.

A tenant who has been given permission but whose work does not meet our 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 home to its original condition.

In the above cases, the Council will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in the Council arranging for any work required to be carried out, with the tenant being liable for all the costs we incur.

In serious cases where we 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 work required. The tenant will be liable for all the costs we incur.

### **15.0 Rechargeable Repairs**

Upon inspection if work is found to be sub-standard or non-compliant, WLBC reserves the right to stop works and recharge the tenant if work needs to be undertaken to make safe.

WLBC may also seek compensation should the tenants own improvement cause damage to the Council's home both during the work or any subsequent damage.

## **16.0 Legal Action**

If tenants fail to comply with our requirements, the Council will take appropriate action including, but not limited to:

- Formal injunctive action
- Ending a tenancy by applying to the courts or forfeiting of the lease
- Ordering the removal of an improvement that is a breach of the tenancy agreement.
- Seeking damages and recharges for any costs incurred

## **17.0 Removal of Improvements**

The Council reserves the right to reinstate a home to its original condition if the improvement is unsafe or causing damage to the structure of the home or any adjoining property. Legal advice will be sought prior to taking this action. Any costs incurred in reinstating the home will be recharged to the tenant.

If appropriate, if the Council must remove and dispose of any equipment or materials from a home, the tenant will be recharged for any costs incurred.

Further works carried out by the Council to rectify problems caused by tenants' improvements will also be recharged.

## **18.0 Compensation for Tenants' Improvements**

In accordance with section 99A of the Housing Act 1985 (as amended), most secure Council tenants have a right to claim compensation for certain improvements that they have carried out when their tenancy ends. Compensation is payable for 'eligible' improvements carried out but where tenants leave their home before they have gained full benefit from their investment.

To qualify for compensation, the alteration or improvement must have the Council's permission, including retrospective consent.

Compensation is only payable where the tenant meets the prescribed criteria and were the works meet the specified definition of 'eligible' improvements.

Where the specified criteria are met, the amount of compensation payable for an eligible improvement will be calculated in accordance with the formula specified in the regulations, which also considers wear and tear and depreciation.

## **19.0 Appeals**

If a tenant is dissatisfied with a condition set or a decision made by the Council, they should follow the Council's published Customer Feedback Policy.

Tenants can also appeal to the County Court (or the Residential Property Tribunal in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by the Council or the statutory improvement compensation offered is too low. In determining whether permission has been unreasonably withheld, the Court will have regard to the extent to which the improvement would be likely:

- To make the home, or any other premises less safe to occupiers
- To cause the Council to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the home would realise if sold on the open market or the rent the Council would be able to charge on letting the property.

## 20.0 Equality and Diversity

The Council will implement this policy fairly and equally and in accordance with the Equality Act 2010 (as amended). Applications from households with disabled residents will be agreed, wherever possible subject to planning and building control regulations, and providing the proposed alterations do not have an adverse effect on other residents.

## 21.0 Our Approach

In writing this policy we have carried out assessments to ensure that we are considering:

- Equality, Diversity & Inclusion
- Privacy & Data Protection

## 22.0 Monitor & Review

This policy statement will be reviewed periodically and at least every three years to ensure it captures any changes in relevant legislation, significant incidents or any issues raised about the policy statement by an independent organisation (such as an inspection/audit) which then in our opinion would require a review of this policy.

## 23.0 Version Control

Date	Amendment	Version

Appendix A



**Alterations/Improvements Application Form for Tenants**

**IMPORTANT – Please do not start any work until you have received written permission that we consent to you doing so.**

**Name:**

**Address:**

**Telephone Number:**

**E-mail address:**

**Type of Property: Flat/Maisonette/ House**

**Flat Floor Level:**

**Why do you want to carry out the alteration or improvement?**

Please use the following page(s) to list details of the alteration or improvement you would like to carry out, including as much detail as possible i.e., any pipework and/or electrical changes. Please attach any plans, drawings or photographs that you have to help us understand exactly what you want to do. If there is not enough space here, please attach/include all additional pages you use.

Please return your completed form to:

Repairs & Servicing  
West Lancashire Borough Council  
49 Westgate  
Skelmersdale  
WN8 8LP

Or by email to [RepairsAndServicingTeam@westlancs.gov.uk](mailto:RepairsAndServicingTeam@westlancs.gov.uk)

**Privacy Notice: How we handle your data**

West Lancashire Borough Council takes your privacy very seriously and will keep your personal data secure at all times. We will only use your personal data for the purpose for which it was provided and ensure that it is destroyed when no longer required. For further information about your privacy, please see our website. If you would like to discuss your privacy in more detail, you can contact the Officer whose details are above this notice.