

PROPERTY ALTERATIONS POLICY

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EIA Required?	<input type="checkbox"/>
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1 INTRODUCTION

This policy explains how Stockport Homes (SHG) will support customers wanting to improve their homes and outline the limitations for types of alterations that are not permitted due to their unsuitability or where changes would have an impact on the customers safety or property value.

2 KEY FEATURES

2.1 SHG supports customers changing needs within their homes and allows permitted and approved alterations.

2.2 All alterations should maintain the integrity of the building structure and must adhere to relevant building regulations and codes of practice.

2.3 A customer; Secure tenant, Assured tenant, Assured Shorthold tenant, Leaseholder or Shared Owner who is planning on carrying out an alteration to their property must request permission from SHG prior to starting the works

2.4 The aim of this policy is to set out SHG's approach to granting permission for property alterations, ensure that customers are provided with clear guidance, as well as ensuring alterations are carried out appropriately.

3 STRATEGIC LINKS

3.1 The policy has the following strategic links:

- Housing Health and Safety Rating System.
- Homes (Fitness for Human Habitation) Act 2018
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994
- Stockport Homes 'Lettable and Return Standards' Booklet.
- Asbestos policy
- Gas Servicing Policy
- Building and Planning regulations: <http://www.planningportal.gov.uk>
- Tenancy Agreement
- ACOP L8
- Empty Homes Management Policy
- Party Wall Act 1996
- Mutual Exchange Policy
- Home Ownership Handbook

4 ALTERATION REQUESTS

4.1 SHG shall provide a simple and clear process to enable requests to be submitted by customers and evaluated by SHG.

4.2 Customers with an Introductory tenancy do not have rights to carry out property alterations. This is detailed in section 4.19 of the tenancy agreement.

4.1 All alteration requests shall be evaluated promptly. This includes approving alterations or improvements (stating if any specific conditions may apply) normally within 10 working days. More complex requests may take up to 20 working days to investigate to provide a fully considered response.

4.2 In some instances, an alteration will require building regulations or planning permission. In these instances, the customer will be responsible for obtaining these and will need to provide SHG with the original copies before approval can be given for the works to start.

4.3 Requests to erect satellite dishes will only be considered if they comply with planning regulations.

4.3.1 Guidance can be found using the planning portal link: <http://www.planningportal.gov.uk/permission/commonprojects/antenna>

4.4 SHG's response to an alteration request will either be:

- Approval with conditions which may include maintenance responsibilities for the alterations, or
- Refusal for the alteration – in these instances, the reason for refusal will be included in the response.

4.5 For complex alteration requests such as those that require technical support or require a site survey, fees for this service will be applicable.

4.6 Customers can apply to carry out alterations via the SHG website; <https://www.stockporthomes.org/my-home/my-tenancy/tenancy-faqs/installations-and-alterations-form/> or by requesting a form from the Neighbourhood Housing Team.

5 ALTERATION REQUEST APPROVED/REFUSED

Approval

5.1 Alteration requests will only normally be approved if there are no outstanding recharge payments owed and the rent account is in credit.

5.1.1 In this instance the customer will be invited to re-apply once the debt is discharged.

5.2 In some cases, alterations that are approved may still need to be removed if the tenancy is terminated, (such as a privately funded stair lift) and

any reinstatement costs will need to be met by the outgoing customer in these situations.

5.2.1 It will be made clear in the permission letter that the alteration will need to be removed in this situation, or SHG will do so and pass the removal costs onto the customer.

5.3 When approval is given, it's on the basis that building work will only be carried out by a competent and qualified person(s).

Refusal

5.4 Where an application for an alteration has been refused, SHG will provide a written explanation stating the reason(s) why the request has been unsuccessful.

5.5 SHG will not give permission for an alteration to be carried out that will restrict SHG from carrying out urgent, routine or planned maintenance.

5.6 In all instances, SHG will not grant permission to install solid fuel appliances - this includes ALL wood, coal and any other solid fuel burning appliance. SHG recognise the higher level of health and safety risks that is associated with the use of solid fuel appliances such as risks regarding carbon monoxide and flue fires, especially if they have been poorly installed and/or lack the appropriate maintenance.

5.6.1 Where SHG come across a property that has a solid fuel appliance, the customer will be advised this must be removed as this is a breach of their Tenancy Agreement under clause 4.19. In addition, the full removal will be at the cost of the customer as well as any associated costs relating to the landlord's inspection or intervention.

6 UNAUTHORISED ALTERATIONS

6.1 In instances where a customer does not apply for permission to carry out the alteration, they must do so retrospectively.

6.2 If an alteration was undertaken at the property and:

- It was previously refused by SHG (or if it is evident that the works would not have gained permission had it been requested), the customer will be required to meet the costs of re-instating the property to its original condition.
- After investigation approval would normally have been granted, then an alteration may be approved retrospectively.

6.3 Where permission was granted, but on inspection it is identified that the works have not been carried out as agreed, the customer will be required to carry out further works to rectify.

6.4 In all instances, SHG reserve the right to reinstate the property to its previous condition and to charge the customer for the cost of reinstatement

7 PERMITTED ALTERATIONS

7.1 SHG will generally authorise minor alterations to exiting fixtures and fittings providing they meet SHG requirements.

7.2 SHG will not permit any of the following types of alterations;

- Alterations that will increase the number of bedrooms
- Structural alterations
- Loft conversions
- Conservatories and extensions
- Installation of gas fires
- Installation of solid fuel heaters

7.3 If there are extenuating circumstances such as an Occupational Therapist report, SHG may review it's decision to refuse any of the listed alterations at 7.2. This decision would be once all other options have been explored, including alternative housing.

8 COMPENSATION

8.1 The right to compensation for improvements is subject to qualifying criteria and regulations, such as The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

8.2 SHG will compensate customers for improvements where:

- They meet the criteria set out in regulation
- Both the application and alterations have been properly followed and enacted.

9 EQUALITY IMPACT ASSESSMENT (EIA)

9.1 An Equality Impact Relevance Screening form has determined that an EIA is not required.

10 OWNERSHIP, MONITORING AND REVIEW

10.1 The Policy is owned by the Operations Directorate and will be monitored by the Operations Management Team.

10.2 The Policy will be reviewed on a two-yearly basis or as determined by changes in legislation or working practices.