

# Customer Alterations & Improvements Policy

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<b>Policy ref:</b>	Customer Alterations & Improvements, Operations
<b>Policy author /holder</b>	Director of Neighbourhoods
<b>Date approved:</b>	30 November 2020
<b>Approved by:</b>	Operational Business Meeting
<b>Effective date:</b>	October 2022
<b>Review date:</b>	October 2023

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## 1 Purpose and anticipated outcomes

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The aim of this policy is to set out how we will manage requests from our existing customers when they want to make alterations and new improvements to their home and to ensure that our customers' homes are not detrimentally affected by any proposed changes.

The homes owned by LiveWest are our major financial asset and as such, require good management by the organisation in order to keep them in good repair and of quality that meets and exceeds modern-day standards. We also recognise that through our Asset Management Strategy, the "LiveWest Standard" is a foundation that we expect all our homes and estates to achieve where we want our customers to be proud of their home and for their home to be "fit for the future".

We want to make sure that our customers' homes can only have an improvement or alteration if this has been formally approved by us. These alterations must be of benefit to our asset and our overall housing stock, improving its condition and value by making sure any additional works are completed professionally and to a high standard.

Through our planned works programme, we also invest significantly and improve our customers' homes to a high standard through works which include replacement kitchens, bathrooms, gas boilers and an upgrading of the energy rating of our customers' homes, including safety improvement works.

Our aim is to also deal with our customer requests in a fair and consistent way. This policy operates within our values:

- Customer focused – we take time to listen to and understand our customers' individual needs
- Challenge convention – we are resilient and aren't afraid of change
- Together we deliver – we are inclusive, we treat everybody with respect.

Our values are a key part of who we are and what we do. They reflect the way that we approach our customers, our people and our work at LiveWest.

## **2 Scope and definitions**

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The policy covers our General Needs and Sheltered Housing customers and our customers living in our Extra Care and Learning Disability schemes.

It does not cover our short-term Supported housing or freeholders. Leasehold and Shared Ownership is covered by a separate policy.

If there is any variance between this policy and the terms and conditions within a tenancy agreement, then the tenancy agreement will take precedence.

The policy covers:

- The responsibilities of the customer and LiveWest
- Improvements or alterations that can be undertaken by customers without permission
- How to gain consent from us for improvements or alterations
- When we will refuse permission for an improvement or alteration
- Our approach when we become aware that a customer has already made alterations to their home without consent
- How we will deal with a failure to comply by a customer
- The ongoing repairs and maintenance of any approved improvement and alteration.
- The right to compensation

A customer improvement or alteration can be defined as:

- Where a customer permanently removes an existing LiveWest fixture or fitting within the property
- Where a customer replaces any LiveWest fixture or fitting with one of their own
- Where a customer makes any change to the existing fabric of the building, the grounds of their home, the boundaries or adjacent land not within the tenancy. E.g. land taken for parking or moving a fence over land owned by others.

## **3 About this policy**

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### **3.1 Customer responsibilities**

It is the responsibility of the customer to first gain written consent from us prior to any works being carried out.

Only customers with an Assured (periodic or fixed term) Tenancy have the right to apply to have alterations or improvements to their home. Customers with a License to Occupy or Assured Shorthold Tenancy are not permitted to carry out alterations or improvements.

It is the responsibility of the customer to complete a Customer Property Improvement & Alteration Form and submit at their own cost, full details of the proposed Works, including any architectural or technical drawings where appropriate.

### **3.2 LiveWest responsibilities**

We will acknowledge requests from customers within seven working days of receiving a fully completed application form. Assuming all the information required has been supplied, we'll notify the customer of a decision within 28 calendar days.

We will be responsible for carrying out an inspection of the customers home prior to the consent and/or commencement of any work being carried out. In some cases, this may also include the need for an Asbestos survey – this will also be our responsibility. Depending on the nature of the work, we may also include the need for an inspection post completion. Where possible, we will look to complete inspections virtually through the use of TechSee.

### **3.3 Improvements or alterations that can be undertaken by customers without permission**

We want our customers to look after their homes and be able to undertake a limited number of minor improvements without the need for permission. These alterations and improvements are detailed in Appendix A and include improvements such as:

- Painting the internal walls of their home
- Hanging mirrors or pictures on their walls
- Replacing carpet with carpet in their home

For all other improvements or alterations, we request that customers contact LiveWest first.

### **3.4 Granting permission**

We will consider granting permission for alterations and property improvements whether they are large or small. These are listed in Appendix A and whilst not exhaustive, examples may include:

- The fitting of additional electrical sockets and fittings
- Sheds, greenhouses and outhouses
- Fences
- Kitchen units
- Certain floor coverings (other than carpet)

We will also sympathetically consider environmental and garden improvements, including landscaping where these changes will improve the quality of life of families, particularly where a member of the household has a disability or life limiting illness. Where necessary, we may require any of these alterations to be removed when the tenancy comes to an end and this will be the sole decision of LiveWest.

If we grant the appropriate permission, then we will consider whether LiveWest can complete this work for the customer and then charge for these alterations or improvements. Alternatively, we will consider allowing the customer to appoint their own fully certified contractor to quote and complete the work, but this must be subject to prior approval by LiveWest. Where LiveWest complete the work, we will agree a cost with you which is to be paid in advance of the work being carried out.

### **3.5 Refusing permission**

In some cases, we may need to decline permission for an alteration or improvement. We will refuse permission to an alteration or improvement where:

- The customer is currently within the probationary period of their tenancy or within the final 12-months of a Fixed Term tenancy agreement
- The proposed work may reduce the overall value of the home
- The proposed work will breach any planning, building or health & safety regulations or any other legislation
- The proposed works are detrimental to the overall structure or fabric of the building
- The proposed works may have an impact on the chargeable rent (change in the number of bedrooms)
- The home is still within its new build guarantee (NHBC) and any proposed work would invalidate this
- The environmental impact of the proposed work may be detrimental to the surrounding neighbourhood
- The proposed work will impact on the health and safety of anyone living in or around the home
- That the proposed work could create additional ongoing costs for LiveWest

Where we do refuse permission, the customer may submit revised proposals for further consideration.

Examples of alterations and improvements where we will refuse permission are listed in Appendix A and again, whilst not exhaustive include:

- Conservatories or Lean-to constructions
- The removal of internal walls
- Decking
- Solid fuel fires or wood-burners
- Replacement windows
- Removal of internal doors

LiveWest are committed to improving energy efficiency of our rented homes and are targeting all our homes to reach an Energy Performance Certificate (EPC) rating of band C and above by 2028 where we will be carrying this ambitious programme of work as part of our planned improvement work. This is our responsibility and as such, do not want customers to carry out this work themselves. If you would like to discuss the energy efficiency of your home, then please do contact us.

### **3.6 Where a customer has made existing alterations to their home**

Where we have identified that an existing customer has made alterations or improvements to their home without permission; the customer will be required to obtain retrospective permission if they want the improvement or alteration to remain.

We will carry out an inspection of the existing works where necessary and require evidence from the customer in relation to this work which may include (but is not limited to) details of planning permission, certification of work and any health & safety information. We will then give full consideration to any changes made once we have the full details of the change and decide whether it is appropriate to grant any permission retrospectively.

If the customer is unable to supply the evidence required, then we will assess whether the alteration or improvement can remain in place or if the home needs to be returned to its original condition.

Where unauthorised alterations or improvements are identified in an existing customers home during the Mutual Exchange process then we will immediately consider a Notice of Seeking Possession and suspend the Mutual Exchange application until the investigation into the works has been resolved.

### **3.7 Failure to comply**

Where retrospective permission is refused, the customer will be required to reinstate the home to its original condition at their own cost. A caution for breach of tenancy will be issued and the customer given a reasonable timescale to comply with our instruction. However, if the alteration or improvement is a safety risk, immediate action will be required to reinstate.

If a customer is refused permission but they proceed anyway then the customer will be required to meet the costs of reinstating the home to its original condition. The use of court action may be necessary to:

- Gain access in order to assess and complete any reinstatement work
- Obtain a court injunction
- Terminate the customers tenancy for a breach of their tenancy agreement

All costs relating to the remedial work carried out by us together with any legal costs will be fully recoverable from the customer at fault. LiveWest will also not accept any liability for injury or damage caused as a result of improvements or alterations carried out without our permission.

### **3.8 Repairs and maintenance of any approved improvements & alterations**

Where an improvement or alteration to a home has been approved by us, it is the responsibility of the customer for any ongoing repairs and maintenance of these improvements.

We do have the right to carry out any immediate remedial work if any alteration or improvement poses an urgent health and safety risk and in doing so, the cost of any of this work will be the responsibility of the customer. This may include the repair or removal of the alteration or returning the home to its original condition.

If an alteration or improvement by a customer causes damage to a neighbour's home or communal space, then we will carry out repairs to fix the damage and recharge the customer making the alteration or improvement for the cost of the work.

### **3.9 Secure tenancies and the Right to compensation for customer improvements**

A customer with a Secure Tenancy must still not carry out any improvements without the written consent of the landlord, however, consent must not be unreasonably withheld as detailed in the Housing Act 1985.

For a customer with a Secure Tenancy, the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 may apply and will potentially give the customer the right to be paid compensation by us when the tenancy comes to an end. Entitlement for compensation will be considered, providing the improvements carried out were with our consent prior to the works being started and that we were also satisfied and had approved the completed works.

Not all improvements carried out in a customer's home will qualify for compensation - qualifying improvements will need to have added rental value to the property for compensation to be considered.

## **4 Service standards, monitoring and review**

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We have a full commitment to this policy and will ensure appropriate training will be given to all appropriate colleagues.

The policy will be made widely available to customers and stakeholders via an appropriate range of online and printed communication platforms.

We will review customer feedback and identify areas for service improvement on a continuous basis so that we improve the services being delivered.

The policy will be reviewed every three years or earlier where there are changes in legislation or regulations.

## 5 Legal considerations

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We understand that our customers have different needs and we want to ensure our customers are treated fairly. We will make sure that every request from a customer is reviewed and considered based on the individual needs of that customer.

Equality and diversity issues have been considered by completion of an Equality Impact Assessment to ensure compliance with the Equality Act 2010. In addition, Data Protection and Health and Safety issues have also been considered. Adherence to this policy and associated procedures will therefore ensure compliance with all relevant legislation detailed below:

- Housing Act 1985,1988, 1996, 1998, 2004
- Landlord & Tenant Act 1985
- Equalities Act 2010
- Data Protection Act 2018
- Localism Act 2011
- Right to Repair Regulations 1994
- Environmental Protection Act 1990
- The Building & Controls Regulations 2010
- Defective Premises Act 1972
- Health & Safety at Work Act 1974
- LiveWest Tenancy Agreements
- Gas Safety (Installations and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Control of Asbestos Regulations 2012
- Construction Design & Management Regulations 2015 (CDM)

## 6 Linked / associated policies and other references

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Below is a list of linked or associated LiveWest documents and to which our employees, contractors and other individuals are required to comply, as appropriate:

### **Policies:**

- Aids & Adaptations Policy
- Compliments, Complaints and Feedback Policy/Procedures

### **Procedures and Guidelines:**

- Tenancy Agreements
- Compensation Guidelines
- Customer Improvements Procedure

## Version control

Version ref	Date of change	By whom	Reason
1	30 Nov 20	Director of Neighbourhoods	Created and approved
2	October 21	Director of Neighbourhoods	Updated to remove leasehold and shared ownership from scope and amend response timeframes
3	November 21	Director of Neighbourhoods	Updated following Operations meeting to reflect amendments discussed and agreed.
3.1	October 22	Regional Operations Manager	Updated Our Approach to Improvements and Alterations (Appendix A)



### Our approach to Improvements or alterations\*

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- \* Anything not detailed on this list will need to be referred to LiveWest for permission to be considered.
- \*\* Alterations and improvements linked to DFG or proposed by medical professionals will be considered.
- \*\*\* Where we are consider granting permission, it will be subject to any existing covenants that may be in place on your home.

Where permission is **not needed**:

- Internal painting and decorating (excluding any changes to Artex which must be referred to LiveWest to check for asbestos)
- Fixing pictures and mirrors
- Putting up shelves
- Securing flatpack furniture to walls
- Replacing like for like floor coverings (laminare will need permission for flats and is not to be installed in kitchens or bathrooms)
- Temporary / removable garden water features
- Toilet seats and lids
- TV/Sky aerial (by provider where planning permission is not required).  
Note – permission will be refused where there is already a communal source available
- Curtain rails
- Additional phone sockets (by telephone provider)

Where we **will consider** granting permission:

- Security cameras or security lighting subject to any data protection restrictions\*\*\*
- Electrical works such as light sockets, light switches
- Shower installation – please contact us for guidance
- Kitchen units
- Certain floor coverings (other than carpet)
- Put up a standard shed (max 8x6) on a removable base\*\*\*
- Fencing, patios and paving\*\*\*
- Hot tubs\*\*\*
- Temporary garden structures such as chicken runs, kennels\*\*\*
- Additional parking\*\*\*
- Installation/fitting of a cat (or dog) flap in external doors or windows that are not a fire door or communal door

Where we will **refuse** permission: \*\*

- Woodburning stoves and solid fuel fires
- Conservatories
- Lean-to constructions
- Structural works including the removal of internal walls
- Replacement windows/skylights
- Alterations to hot or cold plumbing installations including any alteration to the mains supply to the property
- Alterations to the mains gas supply or existing gas pipework
- Removal of internal doors
- Ponds that are landscaped and incorporated into the ground / structure of the property
- Changing anything in the loft space
- Decking
- Alterations to staircases, handrails or spindles
- Painting of kitchen units / fronts or tiles