

Homeowner Alterations & Improvements Policy

Policy ref:

Policy author /holder Director of Neighbourhoods

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1 Purpose and anticipated outcomes

The aim of this policy is to set out how we will manage requests from our existing homeowners when they want to make alterations and improvements to their home and ensure any necessary permission is obtained (if required under the lease or transfer).

Some leases and transfers require the customer to seek written permission before carrying out alterations or improvements to their home. The exact wording of the lease or transfer will always take precedence and permission may not be necessary. Permission is not required for minor alterations or improvements such as decorating and hanging pictures. If a customer is unsure whether the work they want to carry out requires permission, they should check their lease first and contact their Homeownership Officer if they have any queries or concerns.

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.

Our Shared Ownership and Leasehold Customers may need to gain permission from us for alterations or improvements, depending on the wording of the lease.

In some instances, Freeholders might also need to seek our permission before carrying out certain work. This is because some freehold transfers contain restrictive covenants so customers should check their transfer first before contacting LiveWest. If there are any queries concerning whether permission is required, customers should contact their Homeownership Officer.

2 Scope and definitions

The policy covers all our Homeownership Customers including Shared Ownership, Leasehold and Freehold.

If there is any variance between this policy and the terms and conditions within an individual lease or transfer, then the lease or transfer 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 improvement and alteration
- Things Shared Owners should consider before requesting permission.

A customer improvement or alteration can be defined as:

- Where a customer permanently removes an existing fixture or fitting within the property
- Where a customer replaces any 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 demise. E.g., land taken for parking or moving a fence over land owned by others.

3 About this policy

3.1 Customer responsibilities

It is the responsibility of the customer to check whether permission from LiveWest is required under the terms of their lease or transfer and to obtain written consent (if required) prior to altering or improving the property. Consent for most works will be forthcoming (without a fee). Homeowners should note that some solicitors require evidence of compliance with the lease when a property sells (which can include evidence that you have obtained relevant permissions). It is also helpful to have a record of improvements made should a shared owner decide to staircase (purchase more shares) in the future.

It is the responsibility of the customer to complete a Homeowner Property Improvement & Alteration Form and submit full details of the proposed works, including any architectural or technical drawings where appropriate. Our fee for approving permission for major alterations/improvements is £60. This is not limited to one permission at a time so customers should include all the planned works and permissions sought in their application to avoid incurring additional fees. Unlike most Registered Providers, we do not charge a fee for minor and/or non-structural alterations and improvements.

Structural alterations

Most shared ownership leases prohibit structural alterations but in exceptional circumstances, we will consider such requests (if the lease allows). Older leases may say structural alterations are prohibited without the landlord's written consent in which case, we will not unreasonably withhold consent. However, a surveyor's visit is required to consider major works or structural alterations and our fee for this is £60. If permission is refused, we will give the customer a clear explanation. If the property is a flat, it is unlikely structural alterations will be allowed but the lease will always take precedence.

Asbestos

It is also the responsibility of the customer to check for asbestos before carrying out any work and use a qualified contractor to remove asbestos if it is found. Properties built after 2000 are unlikely to contain any asbestos but it is always worth checking first. For example, while customers do not need permission to redecorate, before interfering with Artex, customers should instruct an asbestos survey.

Other permissions (planning permission, party wall agreements etc.)

Customers may also need other permissions, such as planning permission or building regulation sign off from the local authority. If LiveWest grant permission, customers should contact their local authority to find out if any other permissions are required. In this way, if LiveWest refuse permission under the terms of the lease, the customer will not have incurred any of the costs involved in seeking planning or building regulations consent. Any permissions we grant are on the basis that the customer seek any other necessary permissions including from their mortgage lender (if applicable).

Copies of certificates

Customers will also need to provide us with a copy of the estimates for the works if it involves major or structural alterations. Once the work has been completed, customers should send copies of any completion certificates, professional installation certificates e.g., gas/electrical certificates as well as details of any warranties. For larger scale works, such as extensions, you will need to include copies of your planning permission from your local authority, building control and if applicable Party Wall Notices.

Reinstatement value

Following alterations or improvements, if the customer thinks the work has increased the reinstatement value of their home (the amount it would cost to rebuild), please contact us.

In some circumstances, we may need to increase the reinstatement value of your home which may increase your buildings insurance premium (this is only likely for major structural works such as extensions and additional bedrooms).

If LiveWest is not the freeholder

If LiveWest is not the freehold owner of the property (whether this is a house or a block of flats), then a separate application may have to be made to the freeholder to obtain their approval for the proposed works. The customer can usually approach the freeholder directly or LiveWest will submit all applications to the freeholder on their behalf. Customers should contact us directly to discuss their requirements as additional fees may be required as they can vary depending on who the freeholder is.

3.2 Appointing a contractor

If we grant the appropriate permission, the customer should appoint their own fully certified contractor to quote and complete the work (if applicable). Customers must ensure that their contractor or architect are suitably qualified and insured. Ensuring contractors have the right level of insurance cover protects our customers, properties and LiveWest from any incidents or accidents that may arise due to a customer's builder, contractor, or architect.

For any major structural works, we advise contractors have the following cover:

- Employers Liability Insurance - £10 million – This is a legal requirement if your contractor employs one or more persons. The statutory minimum for this is £10 million and must come from an authorised insurer.
- Public Liability Insurance - £ 5 million – This covers any event where the contractor causes damage/injury through their negligence or poor workmanship. Reputable builders carry sufficient cover as standard practice and the amounts advised are industry thresholds which safeguard not only LiveWest but the customer as the owner of the property.

3.3 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 working days if a surveyor's visit is not required.

Depending on the nature of the work, a surveyor's visit might be required to consider giving permission for major works or structural alterations. If so, there is a fee of £60 if this is deemed to be required. We may also include the need for an inspection post completion (at no further cost).

3.4 Improvements or alterations that can be undertaken by customers without permission

We want our customers to be able to undertake small improvements and alterations without the need for permission. These alterations and improvements are detailed in Appendix A (where permission is not needed) 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 to check whether permission is required first.

3.5 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
- Reconfiguring kitchen or bathroom layout

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.

3.6 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 lease does not allow us any discretion and therefore, granting permission would be a breach of the lease (if this is the case, the customer may be able to vary the lease with our agreement, all legal costs are payable by the customer)
- 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 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

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 (where we will refuse permission). While this list is not exhaustive and permission depends on the wording of the lease, it's likely we will refuse permission for:

- Structural work in flats
- Any changes to flat entrance doors (as these are fire doors)
- Alterations to communal areas

3.7 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.

Customers may require evidence of alterations and permissions if they decide to sell or staircase in the future. If customers carry out works without the prior written consent of LiveWest, this is a breach of the lease. However, we may consider granting permission retrospectively, but customers should be mindful that we may charge a fee for granting retrospective permission and a surveyor visit will also be required if the alteration/improvement is major or structural.

We will 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 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.

3.8 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 lease 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.

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 for LiveWest to assess and complete any reinstatement work
- Obtain a court injunction for the Homeowner to remove the alteration or improvement

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.

3.9 Repairs and maintenance of any approved improvements & alterations

All homeowners have a full self-repairing lease which means customers are fully responsible for all repairs, upkeep and maintenance of the demised property (regardless of the percentage share owned if applicable). 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.

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

4 Guidance for different Homeownership Tenures

4.1 Shared Ownership

Shared owners can carry out some improvements and alterations without our prior written consent, please see Appendix A (where permission is not needed) but please note that this list is not exhaustive. All applications for permission must be made in writing. If permission is required, customers should enclose copies of any plans, drawings or diagrams that help explain what they want to do. Most shared ownership leases prevent structural alterations but depending on the wording of the lease, we may be able to grant permission for works of a structural nature such as the addition of a conservatory or additional bedroom (please note, any structural or major works will be subject to a surveyor's fee and approval).

Please note that improvements may make the property easier to sell but shared owners should bear in mind that the cost of improvements is not always reflected by a similar increase in property value. As a shared owner, if you decide to sell your share, you can only sell your home based on your current percentage share and current market value.

Before a shared owner considers requesting permission for improvements and alterations, they should consider the following points carefully:

- Consider whether it would be more financially viable to sell the property or staircase to 100%.
- Be mindful that on share resales, the valuation includes improvements the customer has made which might increase the value of the property. While the value of the customer's share would increase, so does the share retained by LiveWest:
 - Example: if the customer improvements and alterations increase the value by £20,000 and the value of the property is now £220,000, a customer owning 50% would receive £110,000.
- If customers decide to staircase to 100%, LiveWest will disregard any improvements when valuing the property. This is so the customer does not effectively pay for the improvements twice.
- Please bear in mind that the cost of improvements is not always reflected by a similar increase in property value.

4.2 Leaseholders

As with shared owners, leaseholders can carry out some types of improvements and alterations without our prior written consent. Our leasehold customers will need to gain consent from us for any alterations or improvements particularly in relation to flat front entrance doors as these must be the correct standard and the lease may demise the flat front door to LiveWest as landlord (meaning LiveWest are responsible for carrying out such work and leaseholders are responsible for the costs, in line with the lease). Leaseholders should also check with LiveWest before replacing any windows as these may be demised to LiveWest as Landlord too (and subject to planned works).

Leaseholders should be mindful that it is unlikely we can give permission for structural alterations (such as the removal of load bearing walls) or anything which impacts the structure of the building as doing so is likely to breach an absolute clause in the lease. However, if the lease allows for works of a structural nature with the landlord's prior written permission, we will consider such requests and not unreasonably withhold consent. A surveyors visit and approval will always be required for structural alterations.

Leaseholders will also need to request permission from us for boiler replacements or relocation of the boiler, given the health and safety considerations of such a change. If there's any doubt about works customers can carry out under the terms of the lease, please speak to the Homeownership Officer first before any alterations or improvements are made.

4.3 Freeholders

In some instances, freeholders might also need to seek our permission before carrying out any alterations or improvements. This is because some freehold transfers contain restrictive covenants so customers should check their transfer first before contacting LiveWest. If there are any queries concerning whether permission is required, customers should contact their Homeownership Officer.

5 Service standards, monitoring and review

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.

6 Equality and Diversity

We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, or family circumstances, as referred to in our Equality, Diversity and Inclusion policy. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.

An equality impact assessment has been undertaken in respect of this policy which identified no negative impacts on any person/group with a protected characteristic as a result of this policy.

7 Appeals Process

The customer has the right to appeal a decision in relation to an alteration or improvement request and this must be made within 15 working days of the date of the decision letter. An appeal can be made by the customer in writing or by telephone. The reasons for appealing the decision must be made clear. If the customer finds reading and writing difficult, they can ask someone they know to help them with this or telephone our customer contact team.

The appeal will usually be acknowledged without delay by our admin team along with the timescales for a full response, usually no longer than 10 working days or as agreed with the customer. An independent manager (with a technical understanding) will carry out a full review including speaking with the customer concerned before making a decision. The manager will look at the paperwork or additional information submitted when making the decision on the appeal. The manager will inform the customer of the decision in writing within 10 working days, or the timescale agreed with the customer. The appeal letter must be edited accordingly to detail whether their appeal has been upheld, or not upheld. The independent manager may decide to approve the proposed works, approve with conditions, or decline permission and provide a detailed explanation.

Should a customer remain dissatisfied following the outcome of the appeal, customers have the right to complain about the service received or a decision made under this policy and the complaint will enter stage 2 of our process and will be reviewed by a Senior Manager. If a customer remains dissatisfied following the stage 2 response, the complaint can be escalated to the Housing Ombudsman Service. The Housing Ombudsman Service are independent and will review how LiveWest handled the complaint.

8 Legal considerations

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 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 (as amended)
- 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)

9 Linked / associated policies and other references

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
- Property Compliance Safety Policy

Procedures and Guidelines:

- Customer Improvements Procedure
- Compensation Guidelines
- Safety Standards

Version Control:

Version ref	Date	By whom	Comments
1	July 22	Director of Neighbourhoods	New Policy launched

Our approach to Improvements or Alterations

- * Anything not detailed on this list will need to be referred to LiveWest for permission to be considered.
- ** Alterations and improvements linked to Disabled Facilities Grant (DFG) or proposed by medical professionals will be considered.
- *** Subject to any existing covenants that may be in place. We will always be guided by the relevant lease or transfer.

Where **permission** is **not needed** (Subject to checking whether planning permission or other consents are required). If you would prefer permission in writing, we will provide this **free of charge**:

- Internal painting and decorating (please note that before carrying out any changes to or interfering with Artex, the Homeowner must check for the presence of asbestos and use a qualified contractor to do so)
- Fixing pictures and mirrors
- Putting up shelves
- Securing flatpack furniture to walls
- Replacing like for like floor coverings e.g., carpet with carpet (laminates will usually require permission for flats)
- 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)
- Lock change
- Security cameras or security lighting subject to any data protection restrictions*** (subject to requesting a copy of the relevant policy)
- Electrical works such as light sockets, light switches
- Shower or bath installation
- Replacement kitchen or bathroom
- Fencing, patios and paving***
- Replacement windows and doors (Houses only)
- Removing/changing Internal doors (Houses only)
- Installation/fitting of a cat (or dog) flap in external doors or windows that are not a fire door or communal door (Houses only)
- Air conditioning (Houses only, flats may require permission)
- Alterations to hot or cold plumbing installations

Where we **will consider** granting **permission (free of charge)**:

- Install/replace/relocate boiler or flue
- Install new/remove gas central heating
- Electrical re-wiring or upgrades
- Move electrical intake
- Stairlifts
- Hot tubs***
- Ponds
- Decking
- Hardwood floor coverings in flats (depending on the wording of the lease)
- Putting up a standard shed***
- Temporary garden structures such as chicken runs, kennels***
- Additional parking***
- Electric car charging point***
- Reconfiguring kitchen or bathroom layout
- Removal of internal doors (flats only)
- Satellite dishes – these are not usually permitted on flats or new build scheme but depending on the wording of the lease and any superior lease, we may be able to grant permission
- Changing anything in the loft space – Subject to you checking your new home warranty as this could invalidate some policies. For more advice, please visit our website:
www.livewest.co.uk/my-community/the-loft-in-your-home

Where we **will consider** granting **permission subject to a surveyor's visit and approval (£60 fee applies)**:

- Conservatories (houses only)
- Lean-to constructions (houses only)
- Woodburning stoves and solid fuel fires (houses only)
- Extensions and loft extensions (houses only)
- Removing internal walls
- Solar panels (houses only)

There may be occasions where a Licence to Alter is needed for major structural alterations. If a Licence is required, you will be advised and provided with a quote for our solicitor's costs in advance so you can decide if you want to proceed.

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

- Structural works in flats (unless the lease allows, and the work is approved by a surveyor)
- Any work which requires drilling through the structure of a block of flats (with the exception of hanging curtains, pictures, mirrors etc.)
- Any work in loft spaces within a block of flats, even if it appears only one customer has access
- Alterations to flat entrance doors (as these are fire doors)
- Any work relating to the communal areas or areas not demised to the homeowner unless a reasonable adjustment should be considered under the Equality Act.