



Tenant Alterations Policy Incorporating
The Tenant's Right to Compensation for Improvements

This document can be made available in different formats, on request, such as Braille, large print or tape. It can also be made available in other languages upon request and where practicable.

Cadder Housing Association Ltd.
20 Fara Street
GLASGOW
G23 5AE

Date Approved:	15 th February 2018
Approved By:	Management Committee
Review Date:	February 2021

ENGLISH This information is available on request in other languages, in large print, in Braille and on audio format. If you or anyone you know, would like this information in one of these formats, please contact Cadder HA on 0141 945 3282 / enquiry@cadderhousing.co.uk

POLISH Niniejsze informacje dostępne są na żądanie w innych wersjach językowych, dużym drukiem, językiem Braille'a oraz w formacie audio. Aby otrzymać powyższe informacje w jednym z wymienionych formatów, proszę skontaktować się z Zespołem ds. Cadder HA pod numerem telefonu 0141 945 3282 / enquiry@cadderhousing.co.uk.

FRENCH Ces informations sont disponibles sur demande dans d'autres langues, en gros caractères, en braille et en format audio. Si vous souhaitez obtenir ces informations dans l'un de ces formats, veuillez contacter Cadder HA au 0141 945 3282 / enquiry@cadderhousing.co.uk.

توفره تحت الطلب بلغات أخرى، بطباعة بأحرف CIBARA هذه المعلومة م
أبيرة، بطريقة برايل و على شريط صوتي. إذا أذنت ترغب في
الحصول على هذه المعلومة بأي من هذه الصيغ، الرجاء أن
نالكس إل وكس آل آتي عمج قس ايس قي رغب ل صرتت Cadder HA
0141 945 3282 / enquiry@cadderhousing.co.uk على الرقم

SOMALI Warbixintaan waxaa, haddii la dalbado lagu heli
karaa luuqaddo kale, daabacaad weyn, Farta ay dadka
indhaha la' akhriyaan (Braille) iyo qaab cajaladdo maqal ah.
Haddii aad doonayso inaad warbixintan ku hesho mid ka mid
ah qaababkaas, fadlan kala xidhiidh Kooxda Xeerarka ee Cadder HA
telefoonka 0141 945 3282 / enquiry@cadderhousing.co.uk.

ای دی گز، به شکل چاپ با حروف درشت یا israF این مطالب را می تواند دید به زبان ه
حروف بریل (برای ناب بینایان) و بر روی نوار صوتی درخواست نماید. در صورتی آه
مایل به دریافت این مطالب به یکی از شکل های فوق هستید لطفاً با دفت Cadder HA تماس
حاصل آید. شماره تلفن
0141 945 3282 / enquiry@cadderhousing.co.uk.

RUSSIAN Данная информация может быть
предоставлена по требованию
на других языках, крупным шрифтом, шрифтом Брайля и в
аудиозаписи.
Если вы хотите получить данную
информацию в одном из этих
форматов, обратитесь в Cadder HA по телефону 0141 945 3282 /
enquiry@cadderhousing.co.uk

Tenant Alterations Policy incorporating The Tenant's Right to Compensation for Improvements

Contents

- 1.0 Introduction & Background
- 2.0 Policy Aims & Objectives
- 3.0 Equal Opportunities
- 4.0 Legal and Good Practice Framework
- 5.0 Strategic Aims & Association Values
- 6.0 Control of Payments and Benefits
- 7.0 How the scheme will operate
- 8.0 Definition of alterations or improvements
- 9.0 Granting permission
- 10.0 Refusing permission
- 11.0 Compensation for Improvements
- 12.0 Formula For Calculating Compensation
- 13.0 Exclusions of compensation payment
- 14.0 Tenants Who Fail to Comply or to Meet Standards
- 15.0 Complaints
- 16.0 Policy Review

Tenant Alterations Policy incorporating The Tenant's Right to Compensation for Improvements

1.0 Introduction & Background

- 1.1 Cadder Housing Association ('Association') is a registered social landlord, which took ownership of its properties through stock transfers from Scottish Homes in 1884 and 1887 with the aim to improve the living conditions for residents in the Cadder area in the north-west of Glasgow. It operates on a 'not for profit' basis and is run by an elected Management Committee consisting mainly of local residents who employ a staff team to manage the Association on a day to day basis.
- 1.2 The Housing (Scotland) Act 2001 introduced the Tenant's Right to Compensation for Improvements from 30th of September 2002. The legal reference is the Scottish Secure Tenants(Compensation for Improvements) Regulations 2002 (Scottish Statutory Instrument 2002/312) this gives tenants the right to receive compensation for certain works (or Qualifying improvements) carried out by them in the course of their tenancy.

2.0 Policy aims & Objectives

- 2.1 Cadder Housing Association (Association) recognises that tenants may wish to make improvements and or alterations to their homes in accordance with this legislation therefore, this policy describes our arrangements for responding to requests for such works whilst meeting the requirements of the Housing (Scotland) Act 2001. It will also describe how we will:-
- Deal with an application to undertake alteration and improvement work in tenant's homes.
 - Deal with claims for compensation for authorised improvement work
 - Deal with situations where it is discovered that unauthorised alterations or improvements have been carried out.

3.0 Equal Opportunities

- 3.1 We will not unfairly discriminate against any person within the protected characteristic groups as contained within the Equality Act 2010. To ensure equal access to the information contained in this policy for all, we are happy to provide copies in Braille, in larger print, translated into other languages or on tape to you or anybody that you know upon request and where practicable.
- 3.2 The Association through the Tenant Alterations policy, incorporating The Tenant's Right to Compensation for Improvements, will act to provide services in a manner that encourages equal opportunities and complies will all relevant equal opportunities requirements.

- 3.3 As with all Association policies and practices, the Association will adhere to Outcome 1 of the Scottish Social Housing Charter (*Equalities*):

‘Social Landlords perform in all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services’.

4.0 Legal and Good Practice Framework

The Tenant Alterations Policy incorporating The Tenant’s Right to Compensation for Improvements Policy meets with relevant legislative and good practice requirements, which includes:

- 4.1 The Housing (Scotland) Act 2001 - Tenant’s Right to Compensation for Improvements (from 30th of September 2002). The legal reference is the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 (Scottish Statutory Instrument 2002/312)
- 4.2 The Scottish Social Housing Charter sets the standards and outcomes that tenants and other customers who use our services can expect. The first charter came into effect on the 1st April 2012 and was reviewed during 2016. The revised charter was approved by Parliament and has been in effect since the 1st April 2017. The relevant Outcomes associated to this policy are:
- Outcome 1 (Equalities)
As section 3.0 (Equal Opportunities) in this policy
 - Outcome 2 (*Communication*):
‘tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides’.

5.0 Strategic Aims & Association values

- 5.1 This Policy is aligned and informed by the Association’s Strategic Aims for 2011-18 and its Values. These are:

5.1.1 Strategic Aims:

- To engage and build relationships with our customers to ensure our service and activities meet their needs and aspirations of our tenants and other customers;
- To invest in our people to ensure they have good knowledge and skills to excel in their role within the Association;

- Pursue development, regeneration and wider role initiatives in close working with key partners with the aim of improving Cadder, as well as the quality of life and living conditions of tenants and residents in Cadder; and
- Maintain the financial viability of the Association through sound business planning, control and achievement of best value in all that we do.

5.1.2 Association Values:

The Association identified core values associated with our commitment to improve the 'customer journey' in our services, which was integral to our achievement of Investors in People (Silver) accreditation in July 2015. These values (Our 4 'Cs') are:

- ✓ Customer Focussed
- ✓ Communication
- ✓ Caring
- ✓ Commitment

6.0 Control of Payments and benefits

6.1 The Association may receive an application for compensation for improvements from members of the following groups who are tenants of The Association:

- Current employees
- Committee Members
- Former Committee Members
- Close relatives of the above groups

6.2 Applications for compensation for improvements will be granted only when the following requirements are met:

- All qualifying criteria regarding the improvement has been met (section 9.0 of this policy)
- The applicant has had no influence or involvement in the process for award of compensation
- The compensation payment has been agreed at a full meeting of The Associations Management Committee.

7.0 How the scheme will operate

- 7.1 Tenants' must submit a request to carry out alterations and improvements to their home (See Paragraph 5.26 of the tenancy agreement) in writing to the Association using the appropriate request form (Appendix 2) and must wait until the application has been processed and authorised, prior to the work being carried out.
- 7.2 The Association will process applications within 28 days of the date received of the tenant's application for alteration for improvement. If this timescale is not achieved the Association is seen to have approved the alteration or improvement. Should additional time be required by the Association to consider the request, the applicant will be informed in writing prior to the end of the 28 day period. The reason further time is required will be detailed on the correspondence and a reasonable timescale advised to allow the decision to be made. Permission to carry out the works will not be unreasonably withheld.
- 7.3 In situations where the tenant refuses to provide information or access to their home pertaining to their application for alterations or improvements their application would be refused and confirmed in writing.
- 7.4 The Association will ensure that any work carried out is to the required standard of workmanship and for major works that require it, will stipulate a building warrant or planning permission is acquired by the tenant before the works commence. Any relevant costs for building warrant or planning permission will be paid by the tenant.
- 7.5 Compensation will be considered in accordance with the legislation referenced in the introduction section of this document (Section 1) and where the qualifying criteria has been met as outlined in section 9 of this policy.
- 7.6 This policy requires that the Association has given written approval for the works prior to the work commencing. Once the work is completed it will be inspected to ensure that the work is of an acceptable standard, meets any statutory obligations and the initial request to undertake work was recorded in the Association's files.
- 7.7 If we refuse a tenant's application for an alteration or improvement, we will confirm in writing our reasons for refusal within 28 days of receipt of the written application. If the tenant is unhappy about our refusal or condition(s) the tenant can make a complaint to the Association and appeal against a refusal or the conditions we have attached.
- 7.8 The Association will have discretion to give retrospective permission for alterations or improvements subject to evidence of completion; statutory permissions, where applicable and the work is to the Association's standards.

8.0 Definitions of alterations or improvements

8.1 An “alteration” is where the tenant:-

- Alters, removes or replaces any of the existing fittings or fabric of the building, its grounds or boundaries
- Replaces an Association fixture or fitting with one of their own which is of no less quality or standard as the original, e.g. kitchen units or internal doors or other building components
- Permanently removes an existing Association fixture or fitting.

8.2 An ‘improvement’ is where the tenant:

- Replaces an Association fixture or fitting with one of their own which is clearly of a higher standard or quality;
- Installs an item where there is none at present, e.g. a new over bath shower.

9.0 Granting permission

9.1 Clause 5.26 of the Tenancy Agreement and section 10 of the Tenants Handbook advises tenants, they must apply in writing to the Association for permission to carry out an alteration or improvement.

9.2 We will comply with the requirements of the Housing (Scotland) Act 2001 and ensure that we reply in writing to a request to alter or improve a tenants home, within 28 calendar days of receiving it. Alternatively, if the request is complicated and requires additional time to assess, we will send an interim reply within the 28-day statutory period.

9.3 Where a tenant applies to make an alteration or improvement we will normally grant permission subject to the following conditions:-

- Where Planning Consent, or a Building Warrant is required. The tenant will be responsible for obtaining these and for providing us with the original copies of these approvals, before any work is carried out;
- Where a Building Warrant is required, the tenant will provide us with the original copy of the Completion Certificate after the work has been inspected and approved by a member of Glasgow City Council’s Building Control staff;
- Where work on gas and/or electricity supplies is involved, the tenant will provide the original safety inspection certificates to the Association.

- We are satisfied that the proposals will not be detrimental to the tenant's home or have a negative impact on neighbouring properties or the general environment of the estate.
 - The proposed work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by us;
 - Any damage caused to other parts of the property during or as a result of the work will be made good at the tenant's expense;
 - A condition of approving an alteration and improvement request, will be to provide access to any restricted area to facilitate works by the Association's Trade Team or contractors. In these situations the tenant will be required to provide access, for example laminate flooring which may need to be temporarily lifted by the tenant to allow access beneath the flooring. If the tenant refuses, or is not able to do this, The Association or its contractors may do so. This may result in a charge to the tenant with no liability for damage or reinstatement.
 - The alteration or improvement will not be maintained by the Association. The tenant is responsible for any maintenance work in relation to the alteration or improvement and the cost of any required works which are a direct result of the alteration or improvement. This can include water ingress into other properties in the event altered pipework fails or wear and tear to materials used.
 - In cases where the alteration or improvement requires an emergency or urgent repair, it will be at the discretion of the maintenance Team if the repair is to be carried out. This will apply in circumstances such as water leaks or electrical faults. It will be at the discretion of the Maintenance Team if a charge is to be applied to the tenant for this work.
 - We reserve the right to require the tenant to reinstate the property to its original condition at any time during the remainder of their tenancy, if the terms and conditions of the original permission are not being complied with;
 - The tenant may be required by us to reinstate the property to its original condition when they terminate their tenancy, unless we agree that the alteration or improvement should remain.
- 9.4 In our letter to grant permission for an improvement we will confirm if it is eligible for compensation and if so, the value of the compensation based on our cost for the improvement works should compensation be claimed in the future.

10.0 Refusing permission

10.1 We will refuse permission for an alteration or improvement where:-

- The proposed works are considered to be detrimental to the structure and/or long term maintenance of the property:-
- The proposal will breach planning and/or building regulations:-
- The likely environmental impact of the proposal is considered to be detrimental to the surrounding area.
- Where it conflicts with the Cadder Scottish Secure Tenancy Agreement or policies of The Association.
- Where permission is refused the tenant may submit revised proposals for consideration.
- The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to our permission. Appeals will be considered in accordance with the Associations Complaints Procedure.

11.0 Compensation for Improvements

11.1 The Association will comply with the Housing (Scotland) Act 2001 and section 5.27 of the Cadder Scottish Secure Tenancy Agreement and consider payment of compensation for improvements that qualify, where we have agreed that the improvement may be left at the end of the tenancy.

11.2 The amount of compensation to be paid will be calculated in accordance with the Association's guidelines:-

- The Association will use the formula outlined in the legislation and referenced in section 12 of this policy document.
- The value of works will be based on the Association's cost for improvement work and not the costs incurred by the tenant to carry out the improvement.
- Proof of the date the work was carried out must be available to contribute to the calculation for compensation in relation to the notional life of the works (outlined In Appendix 1)
- The amount of compensation will be affected by its date of completion – for example, older works will receive less than works completed more recently of a similar nature. After a

period of time, no compensation will be due at all (this is known as the notional life and is outlined in (Appendix 1);

- The amount of compensation will be reduced when the improvement has deteriorated at a greater rate than would have been anticipated or the components have been abused.
- Tenants will have to advise the Association in writing of their requirement for compensation within the period beginning 28 days before the end of tenancy and ending 21 days after this date.
- The Association will calculate the amount and respond within 28 days of receiving the notification;
- The compensation calculation will include the cost of materials only but not appliances such as cookers, hobs, fridges and will exclude your own labour costs.
- The Association may offset any monies owed to the Association against the calculated compensation sum, thus reducing the award. This is stated within Regulation 7 of the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

11.3 The Association will assess and determine the value of the improvement for the purposes of calculating any compensation. If the tenant is not satisfied with the value then they can appeal the decision, which will be attended to by a senior manager of the Association through The Associations complaints process.

11.4 A condition of any compensation will be that Tenants must have had written permission from the Association for carrying out the repair in the first place.

11.5 The maximum amount that will be paid will be based on the Association's cost per improvement. The minimum will be £100 per improvement (amounts less than £100 will not be paid at all).

12.0 FORMULA FOR CALCULATING COMPENSATION

12.1 The amount of compensation payable is based on the following formula:-

- The set level of compensation for the improvement C
- The estimated useful life of the improvement N
- The number of years since the improvement was completed

At the point of a tenancy termination. This will be rounded to full Y Years for the purpose of the calculation.

12.2 The amount of compensation payable for a qualifying improvements will be calculated as follows:-

$$C \times \frac{(N-Y)}{N}$$

12.3 For example, if a qualifying improvement with a notional life of 12 years was carried out 4 years ago and the initial compensation level was £480, the compensation would be:-

$$480 \times \frac{(12-4) = 8}{12} = \text{£}320$$

12.4 The amount calculated by the formula outlined, is the amount that will normally be paid. However, this may be altered to reflect the following:-

- The cost of the improvement work is considered excessive
- The improvement has deteriorated at a rate greater than that provided for in the notional life for that improvement
- The improvement is of a higher quality than it would have been had the Association undertaken the works.

13.0 Exclusions of compensation payment

13.1 There will be no right to compensation for improvements where the tenancy has ended in the following circumstances:-

- Where tenant has been evicted
- Where the Association has granted the tenant a new tenancy, whether alone or jointly, in the same property.

13.2 There will be no right to compensation for improvements if permission for the improvement was not applied for or not granted.

14.0 Tenants Who Fail to Comply or to Meet Standards

14.1 Tenants who do not apply for permission before carrying out an alteration or improvement will normally have to do so retrospectively, once it becomes known that the work has been carried out.

- 14.2 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 have been granted, e.g. because of one of the reasons listed in section 10 of this Policy.
- 14.3 In such cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors or undertaking the works themselves if they have the appropriate skills to meet our standards.
- 14.4 Where a tenant who has made an application to carry out an alteration or improvement and has been refused permission, but who proceeds to carry out the work anyway, they will have to reinstate the property to its original condition.
- 14.5 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 property to its original condition.
- 14.6 In such cases, we will give the tenant a reasonable time within which to comply with our instructions. Failure to do so may result in us arranging for any work required to be carried out, with the tenant being liable for all the costs we incur.
- 14.7 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. In these circumstances the tenant will be liable for all the costs incurred by the Association.
- 14.8 If necessary the Association will take legal action to gain access to the property to carry out such work. All costs incurred to take legal action will be met by the tenant.

15.0 Complaints

- 15.1 The Association aims to provide a first class service to all of its tenants and customers. We will therefore strive to keep service complaints to an absolute minimum, but when these are received, will also consider if we can learn from these to help improve service.
- 15.2 If you do not agree with the decision on your application alteration or improvement you should firstly contact the staff member who assessed your application to discuss matters. This will then be assessed at stage 1 of the Association's complaints' procedure. Stage 2 of our complaints

procedure will attend to complaints that require further investigation on issues that customers continue to be unhappy with after completion of stage 1. We will investigate stage 1 and stage 2 complaints within 5 and 20 working days respectively.

- 15.3 Not all investigations will be able to be completed within 20 working days. For example, some complaints may be so complex that they require careful consideration and detailed investigation beyond the 20 day limit. However, these would be the exception and we will always try to deliver a final response to a complaint within 20 working days. We will notify customers if we require more than 20 working days to complete our investigations.
- 15.4 Once the investigation stage has been completed, the customer has the right to approach the Scottish Public Services Ombudsman (SPSO) if they remain dissatisfied.
- 15.5 The SPSO considers complaints from people who remain dissatisfied at the conclusion of our complaints procedure. The SPSO looks at issues such as service failures and maladministration (administrative fault), as well as the way we have handled the complaint.
- 15.6 SPSO Details:-

In person: SPSO
4 Melville Street
Edinburgh
EH3 7NS

By post: SPSO
Freepost EH641
Edinburgh
EH3 0BR

Freephone: 0800 377 7330

Online contact: www.spsso.org.uk/contact-us

Website: www.spsso.org.uk

Mobile site: <http://m.spsso.org.uk>

- 15.7 You can obtain a copy of our complaints procedure by telephoning 0141 945 3282, e-mailing – enquiry@cadderhousing.co.uk or by calling into our office.

16.0 Policy Review

16.1 This Policy will be reviewed in February 2021 or earlier to take account of:-

- Legislative, regulatory and good practice requirements
- Association performance
- The views of Committee, tenants and staff

Appendix 1

The table below provides details of the estimated life in years that The Scottish Executive assigned to qualifying improvement work, eligible for compensation.

Improvement	Notional life
Bath or shower	12 years
Cavity wall insulation	20 years
Sound insulation	20 years
Double glazing or other external window replacement or secondary glazing	20 years
Draught-proofing of external doors and windows	8 years
Insulation of pipes, water tank or cylinder	10 years
Installation of mechanical ventilation in bathrooms and kitchens	7 years
Kitchen sink	10 years
Loft insulation	20 years
Re-wiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20 years
Security measures other than burglar alarm systems	15 years
Space or water heating	12 years
Storage cupboards in bathroom or kitchen	10 years
Thermostatic radiator valves	7 years
Wash hand basin	12 years
Water closet	12 years
Work surfaces for food preparation	10 years

Appendix 2

CADDER HOUSING ASSOCIATION

APPLICATION FORM FOR ALTERATIONS/IMPROVEMENTS

1. Address of Property to be altered/improved:

--

2. Full Name(s) of Tenant(s):

--

3. Details of proposed alterations/improvements:
(please provide fullest details including plans, specifications, estimates etc.)

--

4. Is planning permission or a building warrant required for the work ?
*YES/NO
(*delete as appropriate) If so, please provide copies of the approval.

Signature(s)	Date:
.....	