

# Home Improvement Request Policy

## 1. What this policy is about

- 1.1 This policy outlines what is a reasonable approach to home improvement requests. In order to meet our obligations under The Housing Act 1985, Section 97, permission should never be unreasonably withheld.
- 1.2 However, to protect the interests of Livv, permission should always be conditional and should ensure that any improvement work is safe and of a high standard.
- 1.3 This policy will also detail how we manage the requests from customers to undertake home improvements, approving/rejecting such works and, where appropriate, giving retrospective permission for home improvement works already completed.
- 1.4 This policy aims to achieve the following outcomes:
  - To give us a robust means of handling home improvement request from customers.
  - Allow us to comply with The Housing Act 1985.
  - Enable us to be transparent with customers about the process of requesting permission to make a home improvement.
  - Outline how we will pay compensation for home improvements where applicable.

## 2. Our approach

- 2.1 The way in which we deal with home improvement requests is set out in The Housing Act 1985, Section 97. It states that it is a term of every secure tenancy that the tenant will not make any improvement without the written consent of the landlord.
- 2.2 Section 97 defines “improvement” as any alteration or addition to a house. This includes (but is not limited to):
  - any addition or alteration to fixtures and fittings.
  - any addition or alteration connected with the provision of services to a property.
  - the erection of a wireless or television aerial.
  - the carrying out of external decoration.
- 2.3 All requests for home improvements must be submitted to us in writing, including plans, quotations and relevant subcontractor certification/accreditation.
- 2.4 Livv cannot unreasonably withhold consent for improvement work and if unreasonably withheld, consent shall be treated as given. If consent is not given within 28 days then it can be assumed to have been unreasonably withheld so it is key we respond promptly.

## **Refusal of consent**

2.5 Consent can be refused if any of the following apply:

- There is a strong possibility that the requested improvement could make the dwelling less safe. This would apply if the customer was undertaking major work themselves or without using a reputable contractor, completing work without building consent/planning permission or completing any work that would lead to the property failing a Housing Health and Safety Ratings System (HHSRS) risk assessment after completion. The HHSRS assessment identifies any hazards or issues that would deem the property unsafe or as falling below the Decent Homes Standard 2006 or Consumer Standards for Safety and Quality.
- The requested improvement is likely to cause Livv unnecessary expenditure in relation to the maintenance/upkeep of the property. This would most commonly apply if a customer planned to replace a component using very high spec finishes e.g. replacing a kitchen with marble worktops, oak units and slate floor tiles.
- The requested improvement is likely to reduce the value of the property if sold on the open market or reduce the rent that Livv could charge. This could apply if a customer intended to replace a component to a lower standard than Livv would use themselves or change the layout of the property in such a way that the number of bedrooms or reception rooms is reduced.

2.6 Refusals must be made in the same timescale as granting consent (28 days). Any refusal must be supported with a detailed justification and substantiated reasons for refusal.

2.7 If a customer has notified us prior to improvements, they may be eligible for compensation for the work completed if said work increases the value of the property. This will normally apply to full component replacements. An example is provided in Appendix A.

2.8 Permission can be given/refused retrospectively for any improvements works carried out without requesting permission first. In this case, no compensation for works is applicable.

## **General policy provisions**

### **a) Permission requested prior to work**

2.9 Livv can conditionally approve a request provided that the conditions set are reasonable. If Livv accept a request, the following conditions would apply:

- A full schedule of works must be supplied prior to commencement. If the work is to replace a component or part of a component in the property, then confirmation of fixtures and finishes must also be provided. For example, if a customer is replacing their kitchen, Livv would need to be given exact details of the proposed work and new kitchen layout. Livv would also require the specification of all floor coverings, wall coverings, worktops, drawer and door fronts. This is to ensure



that the work is compliant with current building regulations and the new materials used would not increase the cost of maintaining the property if there was ever a change of tenancy.

- Details of any contractors carrying out the work must be provided prior to work starting. The contractors may be asked to provide any relevant certification. If the necessary certification cannot be provided then this would be reasonable grounds to refuse permission to allow the improvement works.
- If any other permissions are required prior to carrying out work (planning, building control, conservation etc.) then it is the responsibility of the customer to seek this permission for the proposed work and provide Livv with written confirmation.
- Work affecting gas or electrical fittings must be completed by an approved/accredited contractor and all certification provided upon completion of works. If certification cannot be provided then it will be sought from a Livv approved contractor and charged back to the customer.
- Work that would potentially disturb asbestos containing material (ACM) can be reasonably refused as per tenancy agreement point 1.2 (a). If permission is granted for work to be undertaken that may disturb asbestos then all removal of ACM must be completed by Livv and recharged to the customer.
- Upon completion of any work, Livv must be notified and allowed access to carry out a post inspection of the work to ensure that it meets the conditions set out in this section.

2.10 If the conditions are met and the post inspection is completed without any additional work being identified, then written confirmation must be given by Livv to the customer.

#### **b) Permission sought retrospectively**

2.11 If there is no permission requested prior to carrying out an improvement, Livv must still apply a reasonable approach to granting permission retrospectively. If the work meets the conditions set out in (a) then written confirmation of approval for the work must be given. If any form of certification is required then this will be sought from a Livv approved contractor and charged back to the customer.

2.12 If permission cannot be given because the work is detrimental to the property, will cost Livv too much to maintain or is a clear health and safety issue then Livv will write to the customer. They will ask them to make good the work or return the property to its previous state. If it is determined that permission would have been refused, the customer will be informed in writing and given detailed justification and substantiated reasons for the refusal. Because the work will have already been carried out, it must also detail what measures must be taken to rectify any issues and a realistic timescale for completion. Failure to comply with this request would be equivalent to damaging the property and a breach of tenancy.



## Compensation

2.13 Compensation may be payable for any work that enhances the value of the property. This compensation is only payable at the termination of the tenancy and is not payable if the property is being purchased under the 'right to buy or right to acquire' scheme. Compensation is not payable if permission was not requested prior to work being carried out or the work was carried out before 1st April 1994. If it is payable it is calculated as follows:

- The "acceptable cost" is the actual cost of work, less any grants, professional fees, fees relating to planning permission or building regulations and the tenant's own labour. Please keep copies of all paperwork relating to the improvement, especially invoices and receipts.
- The "notional life" is the assumed lifetime of the improvement, taking into account its likely deterioration over the years.
- The acceptable cost is divided into equal, annual instalments over the notional life of the improvement to give the "value lost per year".
- The amount of compensation payable is equal to: Acceptable Cost – (Age x Value Lost Per Year)

## 3. Responsibilities

3.1 All colleagues are responsible for carrying out their work in line with this policy and associated procedures. The Director of Assets is responsible for overall implementation of this policy. Specific responsibilities are set out below:

Role	Responsibility
Executive Director Property	Final approval of the policy.
Director of Assets	Operational implementation of policy.
Head of Assets	Approve home improvement requests that make a substantial change to a property.
Asset Manager	<ul style="list-style-type: none"><li>• Approve minor and component related home improvement requests.</li><li>• Monitor all requests from start to finish.</li><li>• Carry out the required pre and post inspections.</li></ul>
Compliance Officers	Support any compliance related activity outlined within this policy: <ul style="list-style-type: none"><li>• Review of certification/accreditation</li><li>• QA of completed compliance related works</li></ul>



## 4. Monitoring and review

- 4.1 In order to monitor the implementation of this policy, the Asset Manager is required to keep a log of all Home Improvement permission requests and follow them through the granting/refusal of permission and incorporate any surveys or visits required upon completion of works.
- 4.2 We will review this policy every 3 years, or sooner if our monitoring of the policy identifies that changes are required, for example because of changes to law, regulation or related Livv strategies and policies.



## Control framework

### Compliance

The Housing Act 1985 requires us to:

- Apply a reasonable approach to home improvement requests made by our customers.
- To never unreasonably withhold permission for a customers' home improvement request.
- Give a written reason why permission for a home improvement request is withheld within a reasonable timescale.

### Document control

<b>Version</b>	1.0
<b>Policy applies from</b>	May 2024
<b>Policy applies to</b>	Livv Housing Group
<b>Approved by</b>	Executive Director - Property
<b>Approved on</b>	14 May 2024
<b>Replacing</b>	Home Improvement Policy 2021 - 2024
<b>Next review due by</b>	May 2027
<b>Responsible Executive Director</b>	Executive Director – Property
<b>Policy author</b>	Director of Assets Head of Compliance & Legal
<b>Equality Analysis</b>	No
<b>Environmental Impact Assessment</b>	Not required
<b>Circulation</b>	Intranet; Livv Housing Group website

### Version control

<b>Version</b>	<b>Date of Review</b>	<b>Summary of changes made</b>
1.0	May 2024	Revised policy following full three-year periodic review



## Appendix A - Payments schedule

Item	Circumstances Payable	Amount Payable	Other details
Right to compensation for Improvements at the end of a tenancy	When a home improvement request has been approved prior to work being completed or retrospectively approved.	<p>Example</p> <p>A customer installs a kitchen sink costing £200 Estimated life of kitchen sink is 10 years</p> <p>The improvement is discounted at £20 per year</p> <p>Compensation claimed 2 years after improvement made at the end of the tenancy:</p> <p><math>\text{£}200 / 10 \text{ years} = \text{£}20\text{pa};</math>  <math>2 \text{ years} \times \text{£}20 = \text{£}40</math>  <math>\text{£}200 \text{ cost} - \text{£}40 = \text{£}160</math>                      compensation</p>	Compensation will not be paid where the formula produces an amount less than £50. The maximum compensation is £3000 and any grant received towards the work is deducted from the cost of the improvement.

