From: Nasir Uddin < Nasir. Uddin@enfield.gov.uk>

Sent: 09 August 2019 12:20

To: Lorraine32@blueyonder.co.uk

Subject: Improvement and Alteration Form [SEC=OFFICIAL] **Attachments:** Improvement and alterations form and policy.pdf

Classification: OFFICIAL

Please complete and forward back to me.

Kind regards

Nasir Uddin Neighbourhood Officer

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Protect the Environment - Think Before You Print

'Enfield Council is committed to serving the whole borough fairly, delivering excellent services and building strong communities'

We are consulting on our Housing Strategy and our Homelessness Prevention Strategy – tell us what you think



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Resident Alterations and Improvements Policy

December 2014



1.0. Introduction

We encourage residents (secure tenants and leaseholders) to take pride in their home by making small scale improvements and alterations, where they wish to. This policy outlines:

Section 1-3: Introduction, scope and legal framework

Section 4: Definition of improvements

Section 5: Types of works that will be considered

Section 6: Our responsibilities

Section 7: Residents' responsibilities

Section 8: Circumstances where requests will be refused

Section 9: Responsibility for future maintenance

Section 10: Appeals

Section 11-12: Unauthorised alterations or improvements and legal action

Section 13: Removal of an alteration or improvement

Section 14-16: How we will consider improvement compensation claims at

the end of a tenancy for improvements that were approved

Section 17: Equality and diversity

Section 18: Health and safety

2.0 Scope

- 2.1 Secure tenants have a legal right to make alterations and improvements to their homes provided that they obtain written permission (and gain consent) before they carry out any works. Introductory tenants are not entitled to make alterations or improvements under this policy.
- 2.2. Leaseholders are entitled to make alterations in accordance with the terms and conditions of their lease, provided that they obtain written permission (and gain consent, where it is stipulated in the lease) before they carry out any works. For specific or more complex Leaseholder enquiries, please seek guidance from the Home Ownership Team.

3.0 Legal framework

- 3.1 The main areas of law that are relevant to this policy are:
 - The Housing Act 1985 specifies that it should be a term of a secure tenants' tenancy that they obtain consent from their landlord for any improvements
 - The terms and conditions of the Tenancy Agreement which outlines tenants' rights and responsibilities, and
 - Leaseholder's rights to make alterations are governed by the terms of their lease
 - The Housing Act 1985 which outlines the right to be compensated for certain improvements at the end of a tenancy provided the improvements were started on or after 1 April 1994. Prior to this date a discretionary compensation scheme was in operation.

- Planning Applications
- Building Regulations The legislative framework of the 'Building Regulations' is principally made up of the Building Regulations 2010 and The Building (Approved Inspectors) Regulations 2010. Building Regulations cover procedural regulations that set out what kind of work needs Building Regulations approval and how that approval should be obtained and technical requirements that set the standards that should be achieved by the building work

4.0 Definition of improvements

- 4.1 "Improvements" are defined as "alterations in, or additions to, a property" including additions or alterations to the Landlord's fixtures and fittings, alterations to the services to the property, alterations or improvements which change the original floor plan of the dwelling, and the carrying out of external decorations.
- 4.2 Satellite dishes, wireless or television aerials are covered by a separate policy.

5.0 Types of works that will be considered

- We will NOT normally consider or give approval for structural alterations (e.g. removing or altering walls, chimney breasts etc), or changing the use of rooms, for example, changing a living room into a bedroom, kitchen into bedroom or switching bathroom/kitchen configurations or moving services. All requests will be considered on an individual basis, but only after full scheme details, plans and/or drawings have been provided and where any necessary building approval consent or other relevant consents have been provided (see also application form at the end of this document).
- 5.2. Examples of works that would be assessed under this policy include, but are not limited to:
 - Installing replacement windows or doors (e.g. in street properties).
 - Building or removing a structure in your garden including a shed, greenhouse, wall or fencing.
 - Adding or replacing kitchen units.
 - Replacing a bathroom suite or installing additional sanitary ware.
 - Felling of a tree in the garden (e.g. where it is a hazard)
 - Installing a driveway or pavement crossing or greensward use
 - Decorating the outside of the property
 - Fitting of water pumps and changes of pipework within a Council block.
 - Erection of fences, gates or boundary walls.

For the health and safety of all residents, under NO circumstances should residents undertake any work structural alterations or changes to services without our prior written consent.

At all-time works should only be undertaken by appropriately qualified and professionally accredited trades people.

The above list is not exhaustive and is for guidance only. Each case will be assessed on its individual merits.

5.3 NOTE: Permission to lay hard flooring e.g. laminate flooring or tiles will be refused unless it is on the ground floor. Permission to lay ceramic flooring will be refused unless laid in a kitchen or bathroom that is not above a living room or bedroom.

6.0 Our responsibilities

- 6.1. It is our policy to be fair and consistent in considering requests made by tenants to carry out improvements and alterations to their homes. When making decisions we will consider any potential concerns for neighbouring homes and also protect its own interest in the property. All decisions will be confirmed in writing by a Tenancy Management Officer.
- 6.2. We will only consider applications after:
 - All appropriate approvals/permissions have been obtained from the relevant department e.g. planning, building consent, listed buildings etc.
 - Clearance of any rent arrears or other debts owed to, or collected by us, have been cleared.
- 6.3. We will attach reasonable conditions to any consent given. This may include:
 - An estimate of timescales for completing the requested works e.g. in accordance with guidance provided by the planning department
 - Allowing access for an inspection to the property (within 21 calendar days) after completing the works
 - A description of the quality of materials that must be used in accordance with agreed specifications
 - Works must be carried out by a suitably qualified person/contractor.
 - Where requested by us **certificates/guarantees or warranties** must be provided e.g. Fensa certificate, GASsafe registration details etc
 - Complying with ALL relevant regulations for carrying out the proposed works (See also section 7.2 below).
- 6.4. Where permission is refused we **will not** be liable for reimbursing residents for any charges/fees or for any other costs incurred.
- 6.5. We **will not** be liable for any loss or damage to any alterations carried out by the tenant with or without written permission/consent from us.
- 6.6. We will not assist with payment towards the cost of carrying out the improvement.

- 6.7. Rent **will not** be reduced or altered as a result of any improvement; even if the improvements has had an effect on the value of the property *
- 6.8. We will aim to deal with claims for improvement compensation within 28 calendar days of an application being received and where all information is received from the tenant in order for a decision to be taken *.
- 6.9. Residents will be recharged for any repairs that we have to carry out if the repairs relate to, or arise from, alterations or improvements
- 6.10. Permission is not considered given until we receive signed and dated copies of all relevant scheme details, plans, designs, consents, letters or other necessary documents to make a decision.
- 6.11. At the end of a tenancy, we will consider claims for the outstanding value of any improvement made by residents who carried out improvements to their homes with our written consent.

7.0 Residents' responsibilities

- 7.1. Residents are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. Residents can use the application form to make a request. See end of document.
- 7.2. Residents are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works. Including:
 - Building regulations
 - Planning (including conservation areas)
 - Listed building permissions
 - Gas, electricity or water companies
 - Consent to prune or fell a tree, where necessary
- 7.3. Residents are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy conditions and void any consent given.
- 7.4. Residents are responsible for paying any fees or charges that arise from seeking the appropriate permissions e.g. architect fees, planning application fees or tradesman costs.
- 7.5. Approved alterations to the property must be completed in a reasonable timescale, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission that are agreed.

^{*} does not apply to leaseholders

- 7.6. All electrical work carried out at the premises, set out in the Electrical Regulation, January 2005, must be undertaken by a competent electrician and must carry a certificate of compliance as per the Electrical Regulations (BS7671) or any other regulations in force at the time of the request or as amended.
- 7.7. All works relating to the installation, removal or relocating of a gas appliance must be carried out by Gas SAFE registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 7.8. All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006 (as amended).
- 7.9. All plumbing works must be carried out by a suitably qualified and competent plumber.
- 7.10. For certain works, residents may be required to submit relevant paperwork including:
 - Specification for the full work that is planned
 - Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body, insured to carry out the required work and VAT registered).
 - Confirmation in writing from the planning authorities that planning permission is necessary and that it has been obtained where necessary
 - Written proof that approval has been obtained where necessary from the local authority specifications for installations (e.g. central heating)
 - Drawings and plans for structural work, prepared by a qualified surveyor or engineer
 - Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors, FENSA certificates etc.

The above list is not exhaustive. Residents will be advised of any further requirements when their application is being considered.

- 7.11. If a tenant intends to restore or reinstate an existing fixture on the termination of their tenancy, the tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate.*
- 7.12. Residents are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works. Rent will be charged during any period where a tenant is required to move out*.
- 7.13. If we carry out any repairs that relate to, or arise from, alterations or improvements the tenant will be responsible for paying for any and/or all recharges.

^{*}does not apply to leaseholders

8. 0. Circumstances where requests will be refused

- 8.1. Permissions will be refused if it is considered that the intended work?
 - makes the property unsafe
 - increases maintenance costs
 - increases fire risks e.g. replacing fire resistant front doors, cupboard doors or other doors (e.g. hallway doors) in communal areas
 - results in overcrowding
 - reduces living space
 - breaches planning, building or conservation area regulations
 - does not comply with relevant regulations, health and safety etc.
 - affects any work planned under a modernisation or improvement programme
 - reduces the value of an our property
 - appears unsightly or out of keeping with the character of the development or surroundings
 - is likely to be a source of annoyance or disturbance to neighbours
 - may result in making the property difficult to let in the future
 - restricts access to service points such as stopcocks
 - involves erecting security grilles on doors or windows
 - adding, altering, moving (or removing) any gas, electrical or water services
 - is to a property or block that has been identified for proposed regeneration
 - is not in accordance with the principles of this policy.

The above list is not exhaustive and every request will be considered individually.

8.2. **IMPORTANT NOTE:** Security grilles pose a serious access risk (especially in the case of fire) and are prohibited from use on all our properties.

9.0. Responsibility for future maintenance

- 9.1. We will not be responsible for maintaining items that have been installed by residents e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being residents' fixtures.
- 9.2. At the end of their tenancy, residents will not be permitted to remove fixtures that are an essential feature of the structure or installations e.g. wiring.*
- 9.3. At the end of their tenancy residents may be instructed to reinstate the property to its original condition. The cost of this will be borne by the tenant.*

^{*} does not apply to leaseholders

10.0. Appeals

- 10.1. If a tenant is dissatisfied with a condition set or a decision made by us, they MUST follow our published complaints procedure.
- 10.2. Residents can also appeal to the County Court (or the LVT in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by us or the statutory improvement compensation offered is too low.* In determining whether permission has been unreasonably withheld, the County Court will have regard to the extent to which the improvement would be likely:
 - To make the property, or any other premises less safe to occupiers
 - To cause us to incur expenditure which it would be unlikely to incur if the improvement were not made, or
 - To reduce the price that the property would realise if sold on the open market or the rent we would be able to charge on letting the property.

11.0. Unauthorised alterations or improvements

- 11.1. It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any improvement. If a resident carries out an improvement without obtaining written permission, we may grant retrospective permission subject to the resident making a written application within 28 days of being instructed to do so.
- 11.2. Further action may be taken if:
 - The improvement has already been carried out and the tenant refuses to make an application
 - The tenant is refused permission on application and does not reinstate the property to its original condition
 - The quality of the workmanship or the materials used are below the required standard.
- 11.3. In these situations we may start legal action.

12.0. Legal action

- 12.1. If residents fail to comply with this policy we will take appropriate action including, but not limited to:
 - Formal injunctive action
 - Ending a tenancy by applying to the courts or forfeiting of the lease
 - Ordering the removal of an improvement that is a breach of the tenancy or lease conditions
 - seeking damages and recharges for any costs incurred

^{*} does not apply to leaseholders

13.0. Removal of an alteration or improvement

- 13.1. We reserve the right to reinstate the property to its original condition if the improvement is unsafe or causing damage to the structure of the property, or any adjoining property. We will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant.
- 13.2. If appropriate, if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.
- 13.3. Further works carried out by us to rectify problems caused by resident or leaseholder improvements will be recharged to residents or leaseholders.

14.0. Compensation for Tenants' Improvements*

- 14.1. When their tenancy ends, most council tenants have a right to claim compensation for certain improvements that they have carried out. A summary of the scheme is as follows:
 - The scheme compensates tenants who have carried out improvements on or after 1 April 1994 but leave before they have gained full benefit from their investment.
 - We **must** have granted permission for the improvement, this includes retrospective consent.
 - Compensation is only paid for eligible improvements (see item 7.2) when the tenancy ends.
 - The tenant must be a secure tenant at the time of the claim.
 - Tenants who exercise the right to buy are **not** eligible as tenants own improvements are taken into account when carrying out the valuation.
 - Tenants who lose their tenancy under a court order are **not** eligible.
 - Claims can be made up to 28 calendar days before the tenancy ends or 14 calendar days after the tenancy end date. All claims must be made in writing.
 - Invoices are required for materials and labour. The tenants' own labour costs are not eligible. There is no compensation for planning or professional fees.
 - There is a lower limit of £50.00 and an upper limit of £3,000 for compensation payable.
 - Any payment due under this scheme can be offset against any arrears, including former tenant and secondary account debts.
 - Tenants who are able to remove the improvement at the end of their tenancy and reinstate the original or return the area to its original state are **not** eligible to receive compensation

^{*}does not apply to leaseholders

15.0. List of eligible improvements (Section 15 and 16 below does not apply to leaseholders)

15.1. The following table lists the improvements that tenants can make to their homes at their own cost for which compensation can be claimed at the end of the tenancy. The list also states their average notional life. The improvements may only be made where they do not already exist; and they will not be eligible for compensation if they are carried out as part a scheduled programme of works carried out by us.

Eligible Improvements Note: Notional life is taken from the DCLG revised guidance: A Better Deal for Tenants (2007) Eligible improvement	Notional Life
Bath, shower, wash-hand basin, toilet	12 years
Kitchen sink and work surfaces for food preparation	10 years
Storage cupboards in bathroom or kitchen	10 years
Central heating, hot water boilers and other types of heating	12 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft and cavity wall insulation	20 years
Draught proofing external doors or windows	5 years
Double glazing or other external window replacement or secondary glazing	20 years
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15 years
Security measures (excluding burglar alarms)	10 years

16.0. Calculation of Improvement Compensation

16.1. The amount of compensation payable for an eligible improvement is calculated according to the following formula which takes into account wear and tear and depreciation:

 $C \times [1 - (Y/N)]$ where:

C = the cost of the improvement.

Y = the age of the improvement in whole years, rounded up.

N = the notional life of the improvement.

For example, kitchen cupboards installed 6 years ago at a cost of £1,000 have a notional life of 10 years. Therefore:

divide 6(Y) by 10(N) = 0.6

1 minus 0.6 = 0.4

Then multiply 1,000 by 0.4 = 400.

Therefore the tenant would be reimbursed with £400

17.0. Equality and Diversity

- 17.1. We will implement this policy fairly and equally and in accordance with the Equality Act 2010 (as amended).
- 17.2. Applications from households with disabled residents will be agreed wherever possible subject to planning and building control regulations and providing the proposed alterations do not have an adverse effect on other residents.

18.0. Health and Safety

18.1. When considering a request to make an alteration or improvement to a property the Technical Officers must take into account the health and safety implications of the proposed works. We will use the legal powers available to ensure unauthorised alterations that pose a risk to health and safety are reinstated or removed as quickly as possible.

19.0. Review Period

19.1. This policy will be reviewed every 3 years or as necessary to ensure it is kept up to date with changes in legislation, best practice or changes in service delivery.

Appendix 1: Application form (page 1 of 4)

Resident improvement or alteration works

Before completing this form, you should read the Terms and Conditions of resident alterations which are attached below and our Alterations and Improvements Policy in full.

1. Residents/Applicants name	
2. Address	
pr	
eq	
3. Telephone number	
4. Email address	<
5. Summary of proposed work and address (if differ	rent from above):
	,
V20	
	* _ *
6. Is planning permission required for the work or any part of the work?	YES / NO
7. If YES, has planning permission been granted?	YES / NO (Please attach if yes)
8. Is Building Control approval required for the work? (You MUST rely on your own enquiries)	YES / NO
9. If YES, has Building Control approval been granted?	YES / NO (Please attach if yes)

10. Is any other type of approval or permission required?	YES / NO (if yes, please state type of permission required and from whom)
11. Start date (or estimate) for proposed work:	
12. How long do you estimate the work will take?	
13. Finish date for proposed work:	*
14. Specification of work attached	YES / NO
15. Drawings attached	YES / NO
16. Estimated cost of total work	£
17. Name and address of contractors carrying out v	work (please complete for each
17. Name and address of contractors carrying out v contractor)	work (please complete for each
	work (please complete for each
contractor)	
Does the contractor have relevant insurance? YES / No ls a guarantee or warranty provided? YES / NO	NO
Contractor) Does the contractor have relevant insurance? YES / No ls a guarantee or warranty provided? YES / NO 18. Name and address of contractors carrying out very second to the contractor of the contractor	NO
Contractor) Does the contractor have relevant insurance? YES / No ls a guarantee or warranty provided? YES / NO 18. Name and address of contractors carrying out very second to the contractor of the contractor	NO
Contractor) Does the contractor have relevant insurance? YES / No ls a guarantee or warranty provided? YES / NO 18. Name and address of contractors carrying out very second to the contractor of the contractor	vork (please complete for each

If you intend to use more than 2 contractors, please copy relevant section (above) and complete contractor section (sections 17 and 18) for every other contractor.

(page 2 of 4)

The application form must be returned to your Tenancy Management Officer/ Housing Manager together with a signed copy of the Standard Conditions for Residents' Improvements (see below).

Standard conditions for resident alterations

We will allow residents to undertake improvements to their property, provided the guidelines and conditions outlined below are strictly adhered to. Before completing an application form you must read our Policy on resident alterations very carefully and agree to be bound by it.

General conditions and guidelines

- Before we can grant permission for works you propose to carry out, an application form
 must be completed and forwarded together with any plans, drawings, schedules of work
 and a signed copy of these conditions. You must obtain written approval from us prior to
 commencing any improvement works and keep all guarantees/warranties, and forward
 these or copies to us on completion of works.
- 2. Unless otherwise agreed, in writing by us, the total cost of the work and related expenses are to be met by you as the tenant of the property.
- 3. You must advise your Tenancy Management Officer when works are due to commence and when works are completed in order that we may inspect the works. You MUST provide access for us to inspect the works within 21 calendar days of completion of the works or when otherwise requested by us.
- 4. Any Contractors you employ must be suitably qualified and members of their respective trade organisation and hold a current Public Liability insurance policy. The manufacturer or contractor should provide a guarantee for some improvements.
- 5. You must ensure that the appropriate statutory authorities are involved where necessary:
 - Where planning permission or building regulation approval is required before undertaking some works, the approval/certificate must be sent to us before we can give our written permission for the work to be carried out.
 - Notices may need to be served on the gas, electricity and water and sewerage companies. If required, we will need to see proof of these notices before giving consent for works to go ahead. Any conditions required by these statutory or responsible authorities MUST be met.

(page 3 of 4)

- 6. In carrying out the works, you will be required to ensure:
 - a) That if there are common parts to the building, they must be protected and clear of obstruction. After the works have been completed, common parts should be cleaned and free from dust.
 - b) That any damage caused during the works are notified and put right at your expense. You will be liable for any claims of damage from a third party.
 - c) You should notify all neighbours likely to be affected by the works and take all possible steps to minimise inconvenience, noise and nuisance to them. In particular no work should be undertaken during the hours of 10pm and 8 a.m. Noisy operations which may disturb others should only be undertaken between the hours of 9am 5 pm Monday to Friday and Saturday mornings.
 - d) Where works necessitate the interruption of services to neighbours, i.e. temporary disconnection of gas, water and electricity, mutually satisfactory arrangements must be made with them beforehand and notified to us in writing.
 - e) Access is available for us to inspect works. **To encourage applications, no fee is payable for any inspections or re-inspections**. Should conditions not be met and/ or the works are not progressing in a satisfactory manner, we reserve the right to order the works be stopped.
- 7. In making any application to carry out an alteration, you are required to sign or acknowledge the copy of these conditions and return it to us.

UNDERTAKING

I have read your resident alterations policy. I fully understand the policy. I will abide by the conditions stated above and the terms and conditions in my tenancy or lease agreement.

Signed	
Date	
Name of Resident (s)	
A signed or approved copy of these Standard Conditions for Residents' Alterations must be	Э
returned to us together with a completed copy of the Application Form.	

(Page 4 of 4)

Application form – 2 pages Standard Conditions – 2 pages

Appendix 2: Roles and responsibilities

Tenancy Management Team (Tenancy Management Officers)

- Housing Mangers to ensure all TMT staff are aware and trained in the use of the policy.
- TMOs to advise Residents of their responsibilities and make them aware of the policy.
- Provide/signpost Residents to application form and any guidance to make an application and advise residents on any queries/questions.
- Ensure all relevant documentation is received from the tenant in order for an application to be considered. Advise residents what further documentation is required, if not provided with application.
- Write to residents requesting further information to assess an application, granting consent/ refusal, and specify any relevant conditions within agreed policy time scales.
- Liaise between Tenant and TPS Surveyors to arrange inspections of any works which have been carried out.
- Initiate and co-ordinate any tenancy enforcement action where unauthorised alterations are identified.
- Refer any appeal or request for review to our Complaints Procedure.
- Ensure a proper audit trail of any decision (and all relevant paperwork) is kept locally/scanned to Northgate/Iclipse.

Technical and Property Services Team (Surveyors)

- Surveyors to advise on any potential pre alteration/improvement issues where information/ designs are provided by TMO.
- Approve/refuse/request changes to any work specification.
- Carry out inspections (and any re-inspections) within agreed policy time scales post any works carried out by residents.
- Advise/recommend to TMOs if permission should be:
 - granted
 - refused
 - further information required or
 - any conditions that should be attached to any consent.

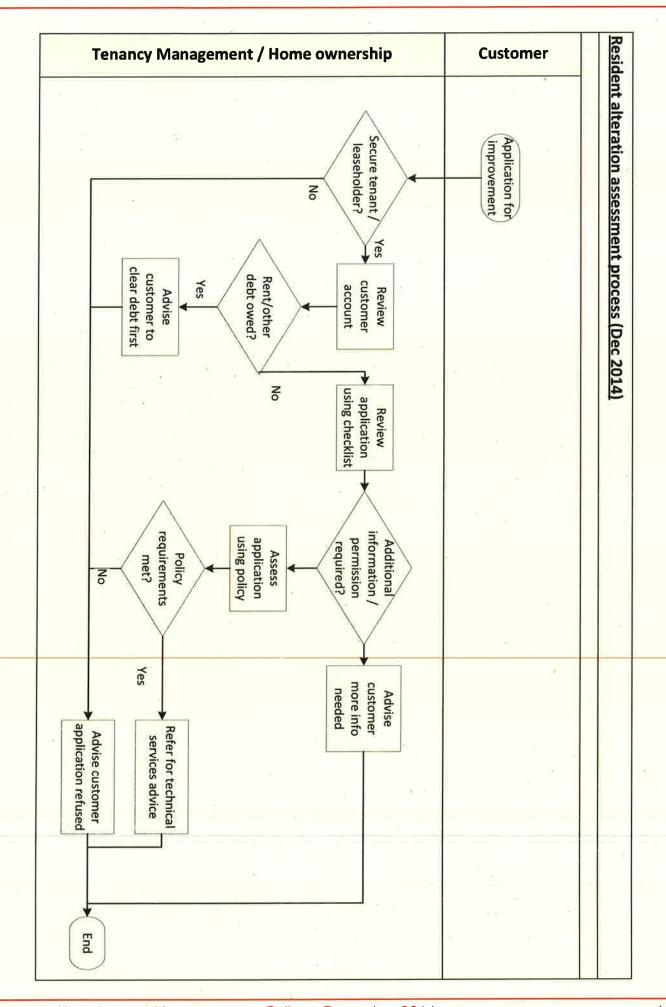
(and provide any reasons to TMO, so this can be provided to the tenant/applicant)

- Send information to Customer Services for any re charges that should be raised for inspections.
- Advise TMOs where any unauthorised alteration are identified or seen by Surveyors to enable TMO to advise residents to make alteration/improvement application or initiate enforcement action.

Procedural checklist to assess resident alteration applications

1	Checklist criteria	Notes	Yes	No
2	Is the tenant a secure tenant or Leaseholder?	If Yes , continue. If No , tenant is not currently eligible but may be in the future.		
3	Is any rent or other debt owed by the tenant/applicant to us?	If No , continue. If Yes , advise tenant/applicant to clear debt first before application can proceed.		
4	Is the application form fully completed?	If Yes , proceed to next checklist criteria. If No , return to customer and ask for further information.		
5	Has the Standard Conditions for Alterations been signed by the tenant/applicant and returned with the application?	If Yes , proceed to next checklist criteria. If No , ask customer to sign and return Standard Conditions declaration		
6	Is all the information required to make a decision provided with the application form?	If Yes , proceed to next checklist criteria. If No , return to customer and ask for further information.	,	
7	Have all relevant permissions been obtained (where required), including:	If Yes , proceed to next checklist criteria. If No , return application		
	- Building regulations	to customer.		
	- Planning (including conservation areas)			
	- Listed building permissions	:		
	- Gas, electricity or water companies			
	- Consent to prune or fell a tree			
	- Any others permissions that are required			
8	Are any of the refusal conditions listed in section 8.1 raised by the application?	If Yes , application will be refused. If No , continue to assess application.		
9	Does the application meet the overall policy requirements? If Yes , continue to assess, if No , consider refusal and note below your brief reasons:			
10	Application discussed with Housing Manag complex or decision to refuse/agree conservable, Yes, or No)		74	

All applications/consent letters should be scanned to Iclipse/Northgate by the TMO and hard copies stored locally for audit purposes.



Frequently Asked Questions (FAQs)

This FAQ will be maintained on a rolling basis as staff raise queries or where clarification is required on any aspects of the policy and procedure. FAQS should be directed to the Business Improvement Team.

1. Should residents contact Council Housing before they contact other council services to get any planning permission or other consents?

Staff should encourage residents to contact their landlord/freeholder before applying for any formal planning permission/consents. As the landlord/freeholder, we can provide informal advice to residents on whether any structure/alteration/improvement is likely to get consent from us (as required under all residents' tenancy agreements and/or lease agreements and the new Resident Alterations and Improvement Policy). If a resident applies for and gains building control/planning permission from our Planning Department, that does not necessarily mean that we as the freeholder would grant permission. Conversely, where an alteration/improvement application is made to us first, if the alteration/improvement requires building control/planning consent, we may withhold or refuse our permission where it is obvious that a building/planning or other type of consent is first required before we make our decision. To assist residents and to avoid residents incurring abortive building/planning costs, it is good practice for staff to encourage residents to contact us first about any proposed alteration/improvement application. (24/2/15)

2. Is there a charge of £45.00 for alteration/improvements inspections?

There is NO charge for surveyor inspections or re-inspections directly related to making an alteration and improvement application (see bullet (e) on the application form). This is to encourage residents to make applications to us. However, there are still charges for other types of inspections (e.g. Leaks or complaints from residents that need to be investigated and which require surveyor time), which are not directly related to making an application for alterations/improvements. (24/2/15).

3. Should residents complete additional application forms if there is more than one alteration/improvement that is planned?

Additional application forms can be completed where there is more than one (or additional alteration/improvements) and which require individual planning/building consent. Officers should ensure residents are advised to complete and return a second application form where there is more than one significant alteration/improvement. Each case should be assessed on its individual merits/circumstances and advice offered accordingly. (24/2/15).

4. Where should alteration/improvement cases be logged and tracked?

All alteration/improvement cases that are identified should be logged on the central alterations and improvements spreadsheet which is on the s drive. This is maintained by Housing Managers. Staff should also ensure that individual correspondence is maintained locally for audit purposes on individual resident records (e.g. using Northgate and Iclipse).