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### 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