Title	**Tenant Improvement Policy**
Purpose	To meet legal and regulatory requirements and setting out in what circumstances improvements to properties can be made.
Last reviewed:	February 2021
Due for review in:	February 2024
Author	Vivienne Astall

Section	Title	Page
1	**Introduction** This policy sets out Barnsbury's approach to tenant's rights to make improvements. The Housing Act 1985 permits secure tenants to carry out improvements themselves and are entitled to make alterations and improvements to their home if they have gained written consent from their landlord. This policy also sets out our approach in dealing with situations where it is discovered that unauthorised alterations or improvements have been carried out. As a landlord, it is important that we are aware of any plans for alterations and improvements so we can ensure that they are carried out in a way which considers the impact to the property and neighbourhood, as well as the health and safety of people living in or visiting the property.	

	Before carrying out any works written permission must be obtained.	
2	**Scope** We wish to give equal rights to all tenants wherever possible. We therefore allow assured tenants the same rights as those that secure tenants enjoy. However, key workers and tenants on a starter tenancy are not permitted to carry out improvement works.	
3	**Roles and responsibilities** Written requests will be received and coordinated by Housing Management who will submit eligible requests to Property Services for approval.	
4	**Aims of the policy** The aims of this policy are to: • set out our approach to granting permission for tenant alterations and improvements; • ensure there are clear guidelines for staff and tenants; and • ensure alterations and improvements are carried out appropriately, considering environmental impact as well as health and safety requirements	
5	**Policy Statement** We want tenants to feel comfortable and take pride in their home and recognise that some may want to make improvements during the lifetime of their tenancy. Tenants must request written consent (and have all other necessary approvals) from us before they start any proposed alterations or improvements. We reserve the right to refuse permission for an alteration or improvement if we believe it is reasonable to do so. We may offer compensation for improvements carried out by the tenant during the length of their tenancy. Failure to comply with this policy may result in tenants being charged for any incurring costs to rectify works. However, we know that some of our residents may want to fit their own kitchen and bathroom.	

6	**BHA Homes Standard (Kitchens and bathrooms)** BHA has to maintain its homes to the Government's 'Decent Homes Standard'. We aim to set a higher standard, to ensure that all our homes are maintained to a reasonable modern standard. The BHA Homes standard sets out the standards residents can expect. Residents can choose from an agreed range of kitchen units, worktop, tiles and flooring. We will consult on the design and layout of the kitchen and take residents ideas into account where we can. Residents can choose a bathroom range and taps and flooring from an agreed range. However, we know that some of our residents may want to fit their own kitchen or bathroom.	
7	**Granting permission** Tenants are able to carry out improvement or alteration works to their home as long as appropriate permission has been requested and granted. Tenants will need our written permission before erecting, removing or installing (this list is not exhaustive): • walls, windows, doors and floors; • electrical sockets / fittings; • central heating and fireplaces; • kitchen units; • garages, sheds, greenhouses and outhouses; • fences; • water meters, bathroom fixtures and showers; • satellite dishes and TV aerials; In some cases, an alteration or improvement will require building regulations or planning permission. If this is the case, the tenant will be responsible for obtaining these and will need to provide us with the original copies before approval can be given for works to start. Tenants must contact the Building Control Department and Planning Department at Islington Council before proceeding with any application for permission from BHA	

	Where work on gas and / or electricity supplies is involved, originals of the safety inspection certificates issued on completion of the work must be provided to us. An asbestos survey may also need to be carried out before any works take place. We will expect the tenant to adhere to any safety requirements when carrying out an improvement and these should be referred to in the written request. Tenants must use a qualified contractor when carrying out alteration and improvement works to their homes. Part of the request for permission will include the need to provide an estimate specifying the exact works and details of who is intending to carry out the work. Plans or illustrations e.g., kitchen unit designs or bathroom suites may also need to be provided. 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. 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. • Adaptions or Improvements application form.docx • Applying to make changes to your property letter.docx	
8	**Refusing permission** In some cases, we may need to refuse permission for an alteration or an improvement. We will refuse permission where: • the proposed works are considered to be detrimental to the structure and/or long- term maintenance of the property; • it would make the property unsafe; • it would reduce living space • there would be any increase in our maintenance costs; • the works may decrease the overall value of the property; • the proposal will breach planning, building regulations or any other relevant legislation; • the environmental impact of the proposal is considered to be detrimental to the surrounding area;	

	• the works will impact the health and safety of those living in or visiting the property or block. • affect any work planned by Barnsbury; or Specific examples of home improvement we will not allow tenants to carry out include: • Layout change (addition or movement of walls) • Change of use of rooms (e.g., relocating kitchen / bathroom) • Installing spotlights in a building which was not designed for them and will damage the integrity of the building. • Installation of extensions, conservatories or lean-to structures. • Replacement of complete window sets or external doors • Replacement or removal of internal fire doors (e.g., kitchen or open plan lounge / kitchen) providing protection to the rest of the property from fire • Installation of security bars on windows or doors due to restriction of fire escape • Installation of cat or dog flaps where they will affect the fire integrity of the door • Removal of chimney breasts As a general rule tenants will not be allowed to remove landlord's fixtures that are an essential feature of the structure or installations e.g., wiring and pipework. Permission may be granted at discretion of the Asset Manager. Minor electrical alterations are allowed (e.g., single light/socket installations). This must be carried out by a qualified electrician and have certificates provided. Where permission has been refused, the tenant may submit revised proposals for consideration.	
9	**Laminate flooring** Laminate flooring can cause issues with noise transference between properties and can cause repairing obstacles e.g., when we need to access pipework or remedy leaks. Tenants must get permission from us before installing laminate flooring. Permission will be given on an individual basis and is dependent on structure of the building.	

10

Compensation

Any improvements made to a property must remain in the property if the tenant leaves. Tenants have the right to compensation for any improvements they make to their property which they have made to their home at their own cost. Compensation is payable only at the end of the tenancy and considers depreciation, and wear and tear.

The following table lists the improvements that tenants can make to their homes at their own costs for which compensation may be considered at the end of the tenancy. The list states their average notional life.

Improvements Qualifying for Compensation	**Notional life (years)**
Bath, shower, wash hand basin or toilet	15
Kitchen sink, work surfaces and units	15
Thermostatic radiator valves	15
Insulation of pipes, water tank or cylinder	20
Loft insulation	10
Draught proofing of external doors or windows	15

Calculating the compensation (taken from the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

This calculation considers how the cost of the improvement and the expected lifetime the improvement has left when compensation is requested.

The calculation is as follows:

C = the initial cost of the improvement

	N = the notional life $$C \times \frac{(N-Y)}{N}$$ Y = the number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed. Compensation will only be paid if written permission of the works is produced by the tenant and receipts and proof of cost of the works carried out.	
10	**Future repairs** The alteration or improvement will be maintained by the Association provided it will not result in unreasonable additional maintenance expenditure by us. This is expenditure that would be over and above what we would normally incur from carrying out a repair. Residents should keep spare items such as tiles because we cannot guarantee that we can replace the items with the same. If there are maintenance cost implications, a waiver is to be obtained so the resident is responsible for the future maintenance during the whole lifespan of any extra.	
11	**Retrospective permission** Tenants do not have to apply for permission retrospectively but should BHA identify potentially unsafe installations then BHA will seek to remedy at tenants' cost, given the overriding importance of building safety. If it is recognised at the time that permission would not have been granted e.g., because of one of the reasons listed above in paragraph 7, then the tenant may be required to meet the costs of reinstating the property to its original condition within a specified timescale. 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. 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. The tenant will be liable for all the costs we incur. If necessary, we will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that we have issued the required warnings etc. to the tenant before legal action is implemented.	