

## Improving Your Home – A Tenant’s Guide 2009

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**Lead Officer: Bruce Johnson – Director of Technical Services**

**Committee Approval Date: June 2006**

**Board Approval Date: June 2006**

**Next Review Date: January 2011**

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### POLICY

Leeds & Yorkshire Housing Association (LYHA) will not normally withhold permission for tenants to carry out improvements to their home. This policy gives guidelines for tenants and LYHA staff, and details the procedure that tenants must follow.

### GENERAL

Our tenancy agreement states that tenants may make improvements to their home provided that they have first made a request in writing, have gained written consent from ourselves, and have obtained all necessary approvals. Such approvals include planning permission, building regulations consent and any other consent required by a local authority or government department.

Tenants whose tenancy commenced prior to the 15<sup>th</sup> January 1989 have certain rights as detailed in the Housing Act (1985) (Section 97), which defines improvements as “*any alteration in or addition to a dwelling house*”, although the Act also states that “*tenants will not make any improvements without the written consent of the landlord*”.

Those tenants whose tenancies commenced after January 1989 are not covered by the above Act, but are given the same rights as part of their tenancy agreement.

### PROCEDURE

To avoid any doubt on the part of the tenant and ourselves, the following procedure must be followed.

1. All requests to carry out improvements must be made by the tenant
2. An Application Form must be completed, and signed by the tenant
3. Tenants must sign a copy of the Conditions for Improving Your Home

4. The Director of Development and Asset Management must consult with the Director of Housing Services
5. Work must not commence until written permission has been given by the Director of Development and Asset Management
6. The tenant must comply with all conditions imposed by LYHA
7. The Technical Officer must be given access to inspect the improvement works during progress and on completion
8. The Technical Officer must ensure all improvements are recorded on the house file and a note made on the IBS diary facility

## CONDITIONS

LYHA may impose any or all of the following conditions when granting permission for improvements to be made:

1. Three quotations to be obtained from qualified tradespersons
2. We reserve the right to choose which contractor will undertake the works
3. All works must be undertaken by qualified tradespersons, and comply with current regulations
4. All gas installations must be undertaken by a CORGI registered engineer
5. All electrical works must be carried out by an NICEIC registered engineer
6. We reserve the right to undertake a check on any new gas appliances, the cost of which will be borne by the tenant
7. All works are paid for in full by the tenant
8. Any damage to our property, fixtures or fittings is made good and all rubbish and waste materials are removed from the site
9. Where building regulation consent or planning permission is required, this be granted prior to any works being commenced
10. The alteration is left intact at the termination of the tenancy, or the property is returned to its original state at the expense of the tenant
11. The tenant must notify us when works are complete
12. If required, the tenant must notify the local authority when works are complete

We may impose any other conditions, which are reasonable.

The tenants may carry out their own works if suitably qualified. Proof may be required.

If the tenant does not comply with any reasonable condition, they will be in breach of their Conditions of Tenancy.

## REFUSAL

Whilst we will normally grant permission for tenants to carry out improvements to their homes, there are circumstances where an application will be refused. These include:

- The application is not made by the tenant
- We have already planned to carry out the improvements within a reasonable time period
- The works devalue the property or its lettable area
- The improvements would make the property unsafe for the occupiers
- The works reduce the number of bedrooms in the property
- The improvements would cause us to incur expenditure it would not incur if the improvement were not made
- The property is a listed building or in a conservation area
- A local authority or government department has not given consent or approval. This could include planning permission or building regulations consent
- The works would infringe on other tenants' properties, or on communal areas
- The works are unsafe, or would have a detrimental effect on the community

Where an application is refused, the Director of Development and Asset Management will provide the tenant with full details in writing.

## COMPENSATION

LYHA are contractually obliged to compensate tenants for certain improvements they make to their homes. The following conditions apply for an improvement to qualify:

- Any improvements must have had our written approval
- The tenant must provide receipts to confirm the works were paid for in full
- Only improvements detailed on the approved list qualify for compensation
- Improvements must be carried out by bona fide contractors
- We can insist on tenants obtaining three quotations
- Compensation is only payable upon termination of the tenancy by the tenant
- Compensation is only payable to the tenant, their successor or a qualifying assignee
- Compensation will only be paid in accordance with the pre-determined formula
- Any compensation due can be set against monies owing to us by the tenant

Note – qualifying assignees are those to whom the tenancy was assigned in pursuance of an order made under the Matrimonial Causes Act 1973 (Section 24), or under paragraph 2 of Schedule 1 of the Matrimonial Homes Act 1983, or under any other legislation which may be relevant at the time.

Whilst a tenant may claim compensation at the time they give notice to terminate their tenancy, claims will not be accepted once a period of 28 days has passed following termination of the tenancy.

If the tenant has received a grant for the improvement works, the value of this will be deducted from the original costs prior to calculating any compensation due.

## **MAINTENANCE**

Certain improvements will require periodic maintenance and/or servicing. We regard this as being the responsibility of the tenant.

## **REVIEW**

The policy and arrangements will be reviewed every 2 years.

## **QUALIFYING IMPROVEMENTS**

The improvements that the Right to Compensation for Improvements applies to, and their life spans:

20 years	loft insulation cavity wall insulation double glazing secondary double glazing external window replacement
15 years	rewiring provision of power, lighting or other electrical fittings smoke detectors wired into the electrical circuit
12 years	bath wash hand basin toilet space or water heater
10 years	kitchen sink storage cupboards in bathroom or kitchen work surfaces for food preparation insulation of pipes, water tank or cylinder improvements to the security of the building (excluding
alarms)	
8 years	draught proofing of external doors or windows
7 years	thermostatic radiator valves

## **FORMULA FOR CALCULATION OF COMPENSATION FOR TENANT IMPROVEMENTS**

Tenants will be eligible to claim compensation based on the cost of the improvement less a deduction based on the length of time the improvement has been in place. All improvements have a pre-determined lifespan.

The formula for calculation is based on the cost of the improvement, and the number of years left of its lifespan.

For example, a new bathroom suite costing £500 3 years ago will have 9 years left of its 12-year lifespan. LYHA will therefore pay the tenant 75% of the cost of the improvement, as 9 years is 75% of the lifespan. The tenants would receive £375. The amount of compensation may be adjusted if the improvement has deteriorated greater than provided for in the notional life of the improvement.

No compensation is payable if the amount due is less than £50, and the maximum in any one claim is £1500.

Compensation will only be paid where the tenant can provide copies of original receipts or proof of payment for the repair or improvement.

**APPLICATION FORM  
TENANTS IMPROVEMENT WORKS**

<b>TENANTS NAME</b>						
<b>ADDRESS OF PROPERTY</b>						
<b>CONTACT PHONE NUMBERS</b>	<b>DAY</b>		<b>EVE</b>		<b>MOBILE</b>	

<b>DESCRIPTION OF PROPOSED WORKS</b>	
<b>ESTIMATED COSTS</b>	<b>(INCLUSIVE OF VAT - YES/NO)</b>
	<b>£</b>

**Is planning permission or building control approval required?** **YES / NO**

**If yes, has permission or approval been given?** **YES / NO**

**Are estimates enclosed?** **YES / NO**

<b>SIGNED BY TENANT</b>	<b>DATE</b>

Send to: Director of Technical Services, Leeds & Yorkshire HA, 2 Shire Oak Road, Leeds LS6 2TN

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**CONDITIONS FOR IMPROVING YOUR HOME**

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1. The tenant must complete an Application Form – Tenants Improvement Works, and send this together with a signed copy of these conditions and any plans, planning permission or building control approval, and estimates to the Director of Technical Services at Leeds & Yorkshire Housing Association, 2 Shire Oak Road, Leeds LS6 2TN.
2. Unless otherwise agreed in writing by the Director of Technical Services, LYHA will not meet any of the costs of the improvement or any related expenses.
3. Works must not commence until the Director of Technical Services at LYHA has granted permission in writing.
4. Prior to commencing works, you must give the Director of Technical Services at LYHA at least 3 working days notice so that an inspection of the site may be carried out.
5. The Director of Technical Services or Technical Officer at LYHA reserves the right to inspect the site at any time during the progress of the works. The tenant must allow access for any inspection.
6. All contractors or tradespersons carrying out work must be suitably qualified and hold current Public Liability Insurance.
7. The tenant must comply with the request of the appropriate statutory authorities where required
8. If planning permission or building regulation approval is required, a copy of this must be sent to the Director of Technical Services at LYHA prior to any works commencing. LYHA will not grant permission without sight of the relevant documentation.
9. The tenant will be responsible for serving the required notices on the District Valuer or any providers of gas, electric, water or telephone services. LYHA will not grant permission without sight of the relevant documentation. The tenant will be responsible for ensuring any conditions required are met.
10. The tenant will be responsible for ensuring LYHA property and fixtures & fittings are protected from damage whilst works are being undertaken.
11. The tenant will be responsible for ensuring that where damage does occur, this is rectified to the satisfaction of LYHA or any third party. The tenant will be liable for any costs incurred in rectifying such damage.
12. The tenant should notify any neighbours likely to be affected by the works, and take all possible steps to minimise inconvenience or nuisance for them. In particular, no work should be undertaken outside the hours of 8.00am and 8.00pm on weekdays and 9.0am to 5.00pm at weekends and Bank Holidays. Noisy operations, which may disturb others, should only be carried out between the hours of 9.00am to 5.00pm, Monday to Friday, excluding Bank Holidays.
13. Where it is necessary to interrupt services to neighbours (gas, electric, water, sewerage, telephone etc.), mutually satisfactory arrangements must be made prior to such works commencing

**UNDERTAKING**

I/We understand and agree to abide by the above conditions

Name of tenant(s) .....

Signature of tenant(s) ..... Date .....

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**Author: Josh Sutton**

**Dated: 12<sup>th</sup> January 2009**

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