



Improvements Policy

1.0 Purpose and scope

This policy sets out the rights and responsibilities for tenants, leaseholders and commercial tenants in regards to making improvements to their premises. It aims to:

- Provide a definition of home and property improvements in line with statutory requirements
- Outline the rights and responsibilities of residential and commercial tenants and leaseholders in regards to home and property improvements
- Give guidance to staff and residents about the process of applying for consent.

2.0 Definitions

Home and property improvement - Any alteration in, or addition to, rented or leased properties or commercial premises, including:

- Any addition to or alteration in a property's fixtures and fittings
- Any addition or alteration associated with the provision of services to the accommodation
- The erection of a wireless or television aerial or satellite dish
- Any external decoration.

Contractual rights - Rights that are defined in the tenancy agreement.

Minor Improvements - Works or installations undertaken by the tenant that do not require planning or building regulation approvals and do not become fixtures.

Major Improvements - Works or installations undertaken by the tenant that will become permanent fixtures and cannot be removed. In rented accommodation, Notting Hill Genesis (NHG) will be responsible for its maintenance once completed.

Compensation - Money to be paid to reimbursed to resident at the end of their tenancy for carrying out qualifying improvements.

Notional Life - The period of time that an improvement qualifies for compensation, starting on the date of its completion

Local Officer: The Officer position referred to in this document represents both Housing Officer and Property Management Officer roles.

3.0 Rights and obligations

3.1 Rented Properties

The relevant occupancy agreement must be consulted to ascertain whether a tenant has a right to carry out and be compensated for improvements. Specific occupancy agreements always take precedence over the statements in this policy.

3.2 Residential Leases

NHG provides contractual rights for certain residential leaseholders to carry out improvements to their home provided they apply for written permission beforehand.

Not all residential leases grant this right, and residents and staff are strongly advised to consult the relevant agreement for the exact details.

3.3 Commercial Leases

Legacy Notting Hill Housing: please consult the individual terms of the lease for the exact details.

Legacy Genesis Housing Association: commercial leases allow for non-structural improvements to be made where consent is sought and granted.

3.4 Licences

Residents in licensed accommodation do not have rights to make improvements.

4.0 Consent

Most kinds of property improvements require consent from NHG before the resident can start the necessary works.

Permission cannot unreasonably be withheld and if NHG neither gives, nor refuses to give, consent within a reasonable time, the consent will be taken to have been withheld. Following the exhaustion of our complaints process, the resident can challenge this in Court and the Act places the onus on us to show this refusal was justified for one of the following reasons:

- It would make the property in question, or adjoining properties, unsafe for the occupiers
- Additional expenses would be incurred to ourselves
- The rent of the dwelling would be reduced.

Improvements to a buildings structure that will affect communal areas or other residents can be considered in special circumstances, however the provisions of the Party Wall etc. Act 1996 will always apply.

We consider requests for improvements to listed buildings where the resident has applied and received relevant consent from the local authority prior to the request.

The installation of a satellite dish will in almost all cases require planning permission from the local authority before a request can be submitted to NHG. More details are available in the satellite dish procedure.

For major improvements that require consent, NHG reserves the right to charge an administration fee to process the request. Further fees may be required if approval is given, and the exact level of fees will depend on the proposed works. A list of common fees can be produced on request.

All requests need to be submitted in writing or email to the Local Officer responsible for the area. Staff will keep a record of any requests, linked to the tenant/leaseholder account.

The decision to give consent for works requiring statutory approval should involve Housing Management, Repairs and Asset Management teams.

4.1 Arrears

For cases in which a tenant has arrears (or otherwise owes monies), NHG reserves the right to make the clearance of these arrears a stipulation of granting consent. In practice, this would mean that the arrears must be paid prior to works beginning. If works do begin without this stipulation being met, the works should be viewed as unauthorised.

5.0 Work categories

Improvement can broadly be broken down into Minor Improvements and Major Improvements, depending on their scope, complexity and regulatory requirements.

The lists of minor and major improvements are not exhaustive, but should be seen as indicative as to what NHG usually gives consent for:

Minor Improvements:

- Shelving
- Like-for-like replacement of floor coverings
- Curtain rails
- Rotary washing lines.

Major Improvements:

- Electrical work
- Structural alterations/additions
- Double glazing
- Central heating
- Bathroom/kitchen renewal
- Any alterations to a kitchens fixtures
- Any alterations to plumbing.

6.0 Inspections

NHG reserves the right to inspect any works being carried out or once completed, to ensure the agreed plan was followed and that the improvements conforms with NHG standards. If it is found that the completed woks are below the minimum standard, we further reserve the right to request that any works are reversed and to recover all associated costs with the process.

NHG also reserves the right to charge a fee for any inspections.

For structural works, NHG reserves the right to procure professional help from an approved third party to assist in the decision to grant approval and monitor the works. In this case the costs are to be covered by the resident.

7.0 Unauthorised works

Where a resident has made improvements to their property without the proper consent, NHG reserves the right to request that any works are reversed and to recover all costs associated with the process. In exceptional circumstances, we might allow the resident to apply for retrospective consent at our discretion. Residents may not claim compensation for any works that were done without the express consent of NHG.

If the tenant does not comply with our instruction, NHG reserves the right to take legal action to compel them to do so. If a resident carries out major works without permission during their probationary period, this is to be considered a breach of their tenancy and should be taken into account during the review.

8.0 Compensations

In accordance with statutory regulations and contractual agreements, tenants and leaseholders can claim compensation for certain home improvements made at their own cost.

For tenants, compensation is only payable if there is any notional life remaining in the improvement (see table in Appendix 1), and if written permission of the works is produced by the tenant and receipts and proof of cost of the works carried out. Compensation will only be paid at the end of the tenancy or lease, in line with the guidelines in Appendix 1.

For leaseholders in shared ownership properties, compensation will be incorporated into the resale process.

When a tenant or leaseholder requests an improvement, NHG provides an estimate of the maximum compensation payable should the tenant claim this in the future.

In case of a mutual exchange, the entitlement to compensation will pass to the incoming tenant.

Any outstanding arrears or other debts owed to us will also be deducted.

NHG may offset against any compensation payable under these Regulations any sums owed to us by the qualifying persons.

9.0 Maintenance

Major works or installations undertaken by the tenant that will become permanent fixtures cannot be removed.

If a repair is required to any major improvement within six months, a surveyor's inspection may be required.

Where an improvement requires repair and is still covered by warranty, NHG will encourage the resident to have the repair carried out by the installer/supplier. If said repair is related to a vital service (such the water supply or ability to secure the property), then NHG may carry out the repair and recharge the costs to the tenant.

10.0 In rented accommodation, NHG will be responsible for the maintenance of fixtures once the completed.

Appeals

Tenants and leaseholders have rights to appeal any decisions, in line with the Housing Act 1985, if they feel it has not been appropriately considered or if it is seen that consent has been unreasonably withheld.

Appeals need to be provided in writing, and will be dealt with by an Operations Manager and a Contract Operations Manager not involved in the original decision.

11.0 Rent increases

The Act provides that a tenant who has made improvements or, following a tenant's death, a spouse who has succeeded to the tenancy may not be charged any increase in rent.

When determining the fair rent, NHG will disregard any improvement made.

12.0 Our approach

In writing this policy we have carried out assessments to ensure that we are considering:

- Equality, Diversity & Inclusion
- Privacy & Data Protection

We also carry out consultation with our staff, residents and the wider community. If you'd like more information about this work, please get in touch at policy@nhg.org.uk

13.0 Reference

- Secure tenants have statutory rights covered in the Housing Act 1985, providing they ask and receive consent by the property owner to make improvements.
- Compensations for tenant improvements are in line with The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.
- The Party Wall etc. Act 1996 provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

Appendix 1 - Right to Compensation for Improvements

Qualifying improvements and notional life of improvement

Eligibility is dependent upon the terms of the tenancy, lease or licence agreement.

Qualifying Improvement	Notional Life (Years)
1. Bath or shower.	12
2. Wash-hand basin.	12
3. Toilet.	12
4. Kitchen sink	10
5. Storage cupboards in bathroom or kitchen.	10
6. Work surfaces for food preparation.	10
7. Space or water heating.	12
8. Thermostatic radiator valves.	7
9. Insulation of pipes, water tank or cylinder.	10
10. Loft insulation.	20
11. Cavity wall insulation.	20
12. Draught proofing of external doors or windows.	8
13. Double glazing or other external window replacement or secondary glazing.	20
14. Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors).	15
15. Any object which improves the security of the dwelling-house, but excluding burglar alarms.	10

Formula for calculation

The formula for calculating the amount of compensation is as follows: $C \times (1 - Y/N)$

- C= Cost of the improvement (less any grant assistance)
- N= Notional life of the improvement
- Y= Number of complete years since the improvement was made (part years are rounded up)

The statutory maximum compensation payment for improvement works is £3000.00 and compensation payments under £50.00 do not qualify.

Reduction in compensation

The property will be inspected by a maintenance surveyor to verify the amount being claimed. The amount of compensation may be reduced where:

- The cost of the improvement is excessive
- The improvement is of a higher quality than if we had done it
- It has deteriorated at a faster rate than provided for in the notional life.

Applying for compensation

Should the tenant subsequently leave the property within the notional life of the improvement they may apply to Notting Hill Genesis for compensation.

The tenant must make their claim in writing, giving sufficient information for Notting Hill to calculate the amount payable, within a period starting four weeks before the tenancy comes to an end and terminating two weeks after. Any monies owed to Notting Hill will be deducted from the compensation payable.

Document control

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Approval date	02/10/2019
Effective date	18/10/2019
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Version Control

The version number should increase by 0.1 if the changes are minor, or by 1.0 if there have been significant changes.

Date	Amendment	Version
October 2019	New NHG policy	1.0
April 2021	Clarified repairs and maintenance responsibility.	1.1