

Property Services

Policies & Procedures



Alterations Policy & Procedure

1.	Policy Objectives
1.1	At Watford Community Housing (WCH) we understand that customers may, over the length of their tenancy, wish to make alterations to their properties to increase enjoyment of their home.
1.2	<p>The purpose of this Policy is to: -</p> <ul style="list-style-type: none"> • provide a framework to allow customers to carry out reasonable alterations to their properties; and • include details as to how permission should be applied for and managed
1.3	We will ensure that this Policy is readily available to our customers via our website.
2.	Legislative and Regulatory Requirements
2.1	<p>Section 97 of the Housing Act 1985, as amended, states that secure tenants are required to obtain their landlord's consent prior to making any improvement to their property.</p> <p>This defines an improvement as 'any alteration in, or addition to a dwelling house' and includes:</p> <ul style="list-style-type: none"> • any addition to or alteration in landlord's fixtures and fittings. • any addition or alteration connected with the provision of service to the dwelling house; • erection of wireless or television aerial; and • carrying out of external decoration.
2.2	The required consent must not be unreasonably withheld and, if unreasonably withheld, shall be treated as having been given.
2.3	The terms and conditions of WCH Tenancy Agreement, which outlines the rights and responsibilities of tenants.
2.4	The terms and conditions of WCH's leases which outline the rights and responsibilities of leaseholders.
2.5	Request for consent and Approved Written consent are stored on the data management system.
3.	Scope and Definitions

3.1	<u>Scope</u>
3.1.2	<p>This Policy and Procedure applies to:</p> <ul style="list-style-type: none"> • General needs tenants, • Residential leaseholders • Shared owners
3.1.3	<p>This Policy and Procedure does not apply to</p> <ul style="list-style-type: none"> • Commercial tenants. • Market rent tenants. • General needs tenants within their starter period
3.1.4	<p>This Policy and Procedure does not cover aids or adaptations to properties. There is a separate policy and procedure in place set out the Aids and Adaptations Policy and the 'How to Manage Aids and Adaptations' Guide. However, where we reject a customer's application for aids and adaptations, we will advise them that they can make an application for alteration themselves at their own cost, subject to it being a standard alteration as set out in S.3.2.5</p>
3.2	<u>Definitions</u>
3.2.1	<p>References to 'Alterations' should be deemed to include Improvements throughout this Policy & Procedure.</p>
3.2.2	<p><u>Standard Alterations Application</u>: an application to make a non-structural alteration to the internal and external appearance of the home.</p>
3.2.3	<p><u>Complex Alterations Application</u>: an application to make a structural alteration to the home (including extensions and loft conversions) and external component changes.</p> <p>Complex alterations are not permitted, and applications will be rejected with an explanation of why this is reasonable.</p>
3.2.4	<p><u>Asset Management System</u>: a WCH programme and contract management tool allowing the efficient management of Planned Works Programmes.</p>
4.	Roles and Responsibilities

4.1	Customer Relations Team (CRT): is responsible for acknowledging alterations applications at the start of the process and then managing subsequent communications with the customer regarding its progress and outcome.
4.2	Housing Officer (HO): is responsible for carrying out an initial tenancy check following receipt and acknowledgement of the application by CRT to assess any issues which might affect its assessment or approval.
4.3	Repairs Manager is responsible for: categorising all alterations applications as either 'Standard' or 'Complex' (in accordance with sections 3.2.3 and 3.2.4 above); assessing all Standard Alterations applications to decide whether WCH approval can be given with or without conditions being imposed. Setting out reasonable conditions where required arranging all pre-inspections, routine inspections and post-inspections of alterations works.
4.4	GRT Team Leaders or Maintenance Surveyors are responsible for: pre-inspections of properties before WCH approval has been given to assess the nature of the application and factors relevant to its approval; routine inspections of properties after WCH approval has been given and during the progress of the works; and post-inspections of properties after WCH approval has been given and on completion of the works.
4.5	Asset Management and Compliance Manager: is responsible for: providing technical input and guidance to the Repairs Manager in Standard Alterations applications. dealing with any claims for compensation due to Improvements made in accordance with section 19 below; and dealing with any appeals by customers in relation to decisions made under this Policy & Procedure.
5.	Refusing Consent
5.1	We will always refuse permission for an alteration or where the alteration(s) would: <ul style="list-style-type: none"> • be detrimental to the structure and performance of the property. • constrain responsive repairs and maintenance. • constrain future improvements that WCH may wish to undertake such as insulation, windows upgrades, and the installation of renewable energy. • breach planning, building or conservation area regulations. • be detrimental the surrounding area or environment including natural environment. • make any property less safe for occupiers. • incur additional cost or expense to WCH. • reduce the market value of any WCH property. • reduce the EPC rating. • results in overcrowding • reduce living space. • create a greater risk of surface water flooding. • invalidate a building or product warranty.
5.2	We will refuse alterations to communal areas and walls, doors or windows entrances facing onto them.
5.3	We will refuse alternations to any new build home that is within its defect liability period.

5.4	We will refuse retrospective complex applications.
5.5	<p>Specific alterations which will not receive permission from WCH include but are not limited to the following: -</p> <ul style="list-style-type: none"> • Replacement windows and doors • Gas boiler replacement. • Extensions including porches, conservatories and lean-tos. • Loft conversions. • Banding • Cladding and rendering • Large garden structures • Home Offices • Driveways • New or expanded existing areas of hard standings including patios and pathways. • Canopies • Air Conditioning • Outside kitchens (BBQs, Pizza Ovens, Fire Pits) • Wood burning stoves and fireplaces. • Cat Flaps in fire doors and/or doors leading onto communal areas. • Ponds and water features • Swimming pools • Glass greenhouses • Astroturf • Removal or modification of internal walls • Personal CCTV Devices in communal areas • Radio Masts and aerials • Aviaries and pigeon lofts • Decking • Satellite Dishes • Balcony Modifications (flooring, screening, trellis etc.) • Exterior Painting • External Light Fixtures • Outdoor Taps • Signage other than door number
5.6	<p>We will decline any applications due to tenancy issues. This will include but is not limited to:</p> <ul style="list-style-type: none"> • Rent arrears. • ASB cases where the applicant is the alleged perpetrator; and • A history of previous alterations being made without WCH consent.
6.	Approval Conditions

6.1	<p>Standard conditions will be agreed in writing between WCH and the customer for the works to be approved. This agreement will include:</p> <ul style="list-style-type: none"> • the scope, specification, and standard of works • the timeframes for completion • relevant detail regarding any health and safety and environmental health requirements (for example relating to noise, dust etc)
6.2	<p>The signed agreement will include but will not be limited to include agreement to the following:</p> <ul style="list-style-type: none"> • The works are carried out entirely at the customer's expense (meeting all current and future associated costs including maintenance) • The works will be delivered to the standard and specification (including specified products and design) set out in the agreement. • The works will be delivered to the timeframe set out in the agreement. • The works will be delivered the health and safety and environmental standards set out in the agreement. • The works will be delivered by a suitably qualified and competent contractor for all works (e.g. 'Gas Safe' or NICEIC qualified) and that the customer will provide evidence of relevant safety inspection certificates including asbestos inspection before work starts. • The works will not commence before the customer has provided evidence that all relevant planning, highways permissions and building regulations consents in place. • The customer agrees to all necessary inspections by WCH and any other relevant bodies during and on completion of the works. • The customer agrees, where required by WCH, to re-instate the property to its original condition at the end of their tenancy to WCH's satisfaction – this should be brought to their attention within their notice period. • The customer makes good any damage caused to any property as a result of the works. • The customer removes all debris and waste from the site during and on completion of the works and disposes of the same responsibly; and • Any other reasonable condition imposed by WCH in a given application. • The customer agrees to sign all documentation relating to their roles and responsibilities in the above conditions. • In the case of CCTV and video doorbells that the that the CCTV Policy and procedure is also followed.
6.3	<p>It must be noted that any customer with their own CCTV systems will be acting as a 'data controller' under the General Data Protection Regulation (GDPR) 2021. However, customers must still apply for WCH permission via the application form at Appendix 2.</p> <p>The following link provides more information and guidance on the use of domestic CCTV. https://www.gov.uk/government/publications/domestic-cctv-using-cctv-systems-on-your-property/domestic-cctv-using-cctv-systems-on-your-property</p>
7.	<p>Stage 1 – Customer Makes Application</p>

7.1	Customers must apply for written permission before carrying out any alterations or improvements by completing and submitting the Application Form at Appendix 2. This can be obtained upon request or downloaded via the WCH website.
7.2	The completed application form is directed from the website to: CustomerRelationsTeam@wcht.org.uk.
7.3	Copies of applications are stored in a secure access area. The applications will also be stored on the data management system under 'Property'. Any further communication should also be added to the data management system.
8.	Stage 2 – CRT Acknowledge Application
8.1	CRT will acknowledge receipt of all alteration's applications received by phone call or email within 2 working days of its receipt. CRT will then update the Data Management System Notes and log the application on an Alterations spreadsheet held within a secure access area email the application to the relevant Housing Officer (HO) for the patch.
8.2	Customers should be advised when making their original application that proof of incurred costs should be retained, to support any later compensation claim submitted. Compensation claims would be made directly to the Asset Management and Compliance Manager in accordance with section 19 below.
8.3	We will provide a response to the application 20 working days.
9.	Stage 3 – Initial Tenancy Check
9.1	The HO for the relevant property patch will review the application and discuss the requirements of this Policy and Procedure with the customer within 5 working days of its acknowledgement.
9.2	The HO will review the status of the tenancy (e.g. the existence of any ASB issues, rent arrears or notices) before referring the application for assessment to the Repairs Manager in accordance with Stage 4 / section 10 below. Where there are relevant issues which might negatively affect the application, the HO must discuss these with the customer and record them on the Alterations Request Form.
9.3	The HO should record the contact with the customer in the Data Management System Notes and update CRT accordingly. CRT will then update the Alterations spreadsheet as necessary.
10.	Stage 4 – Repairs Manager Assesses Application
10.1	The Repairs Manager will categorise the application as either Standard or Complex (in accordance with sections 3.2.3 and 3.2.4 above).
10.2	The Repairs Manager will seek further information from the customer as necessary to be able to properly assess the application e.g. to obtain photos, plans or drawings that have not been supplied with the Alterations Application Form. The Repairs Manager will check all applications for any special considerations or restrictions relevant to the building e.g. Listed Building status. The Repairs Manager may also refer to the relevant Local Authority for any relevant planning issues or unclear land boundaries. The Repairs Manager will also decide whether any inspection might be necessary before, during or after the completion of the works.
11.	Stage 5 – Decision

11.1	The Repairs Manager will make a decision, regarding the application. A decision should be made within 28 working days of the application's receipt.
11.2	The decision will be to: accept the application in its entirety. accept the application with certain conditions so as to make the alteration acceptable to WCH. accept the application subject to Local Authority approval. ask for further information; or reject the application in its entirety.
11.3	The Repairs Manager will confirm the decision to CRT to relay to the customer in accordance with section 12 below.
12.	Stage 6 – Decision Communicated to Customer
12.1	CRT will relay the decision to the customer in writing within 10 working days of the decision and update the data management system notes accordingly. Where this is not possible the customer will be informed and advised of the likely timescale.
12.2	Following the decision, CRT will send one of the following template letters: <ul style="list-style-type: none"> • If the application is approved, the template letter at Appendix 4 should be used. The letter should set out WCH's required routine and post-inspection requirements in accordance with sections 14 and 15 below. • If the application is approved with necessary conditions, the template letter at Appendix 5 should be used. For example, if a pre-inspection is required, it will be stated on the letter. • If the application requires further information to be provided, the template letter at Appendix 8 should be used. • If the application is declined, the template letter at Appendix 9 should be used.
12.3	The customer must advise when the works have been completed and are ready for post-inspection in accordance with section 15 below.
12.4	The regularity of routine inspections under section 14 below will be determined by the type of works to be undertaken as decided on a case-by-case basis by the Repairs Manager. It will depend upon the expected length of works and level of alteration(s). The decision will be documented in the relevant approval letter.
12.5	Once the application has been approved by the Repairs Manager and it has been communicated to the customer following paragraph 12.2 above, CRT will add a property User Defined Category ('UDC') onto the asset data management system account. Guidance on how to do this can be seen at Appendix 11.
13.	Stage 7 - Pre-Inspection
13.1	A pre-inspection may need to be carried out of the relevant part(s) of the property and its surrounding areas to ensure the site is as expected and there are no unforeseen circumstances or factors which may affect the application. The need for this inspection will be stated on the conditional approval letter at Appendix 5. The pre-inspection will normally take place within 5 working days of the decision letter.
13.2	After completion of the pre-inspection, the GRT Team Leader or Project Surveyor will convey their decision to CRT, who will send either an approval or rejection letter as at section 12.

14.	Stage 8 – Routine Inspections
14.1	If decided by the Repairs Manager, routine inspections of the relevant part of the property and its surrounding arears should take place at regular intervals to ensure that the works are progressing as expected/required. The Repairs team would inform CRT of the regularity of the inspections upon the assessment and authorisation of the application which would be relayed in the decision letter referred to at section 10.
14.2	Routine inspections will be carried out by the within 14 working days.
15.	Stage 9 – Post Inspection
15.1	As with routine inspections, a post-inspection may be carried out of the relevant part(s) of the property and its surrounding areas at the completion of the works to ensure that they have been carried out as expected/required.
15.2	The post-inspection can only be carried out when WCH receives notification from the customer. CRT will follow-up any applicants who have not given notification of completion of the works in line with the timescale stated in their application, unless agreed otherwise. CRT will then inform the relevant WCH inspector when the notification has been received. The post-inspection will normally be completed within 10 working days of completion of the works.
15.3	If the works are in accordance with WCH's expectations/requirements or those of any third party such as the local authority planning department, and all applicable certification has been received then the application will be regarded as at an end.
15.4	The member of staff carrying out the inspection will then inform the housing officer of the outcome, who will send the post-inspection approval letter at Appendix 10 to the customer. CRT will then also update the secure data management system to record that the application has come to an end.
15.5	If the works do not meet the relevant expectations/requirements, the customer may be in breach of their tenancy. The housing officer will be informed and will write to the customer setting out what remedial works need to be made to be made to address the situation and within what timeframe. The Repairs Manager will advise on these matters as necessary including any recharges.
16.	Inspection Reports
16.1	Any staff member carrying out an inspection must ensure that all relevant matters and any concerns are clearly recorded on the Inspection Report.
16.2	All Inspection Reports should be sent to the Repairs Manager to follow-up any issues of concern as appropriate. Inspection Reports should also be sent to CRT who will save the documents on the data management system.
17.	Alterations Without Consent
17.1	A customer who does not apply for written permission from WCH before carrying out an alteration or improvement is in breach of their Tenancy Agreement or lease. In these instances, WCH will take legal action.
17.2	Reasonable administrative and/or legal costs will be charged to customers in these circumstances.
18.	Complaints and Appeals

18.1	Customers can make a complaint about the way an alterations application has been handled under our Customer Feedback Policy and Procedure. Any complaint would be acknowledged and dealt with from Stage 1 of the Procedure. Where a customer disputes WCH's decision itself, this will be treated as an appeal under this Policy rather than a complaint.
18.2	If a customer believes we have unreasonably refused permission to make alterations or improvements, they have the right to appeal the decision within 5 working days.
18.3	Any appeal must be made in writing and addressed to the Customer Relations Team. Reasons for appeal should be set out in detail, particularly where the customer believes the application has met the criteria at section 6 above.
18.4	Once received by the CRT, the appeal will be passed on to the relevant Assistant Director. The appeal will follow WCH's complaints procedure.
19.	Compensation
19.1	There is a statutory compensation scheme for certain types of Improvements made by customers if their tenancy comes to an end. These are broadly restricted to 'Decent Homes' type alterations.
19.2	Compensation is paid by WCH as landlord on a sliding scale, having regard to the original cost and remaining life of the particular element.
19.3	Customers should be advised when making their original application that proof of incurred costs should be retained, to support any later compensation claim(s) submitted. Claims should be made directly to the Asset Management and Compliance Manager and will be considered in line with the investment programme. Further information on Tenant Compensation can be seen at Appendix 11 and within the Goodwill Gesture Policy and Procedure.
20.	Monitoring Applications
20.1	All applications will be recorded and monitored by the Customer Relations Team at each stage of the application process. This is to ensure that each application proceeds in accordance with the timescales set out under this Procedure and has an audit trail and can be reported on should it be required.
21.	Related documents
	<ul style="list-style-type: none"> • Planned Works Policy and Procedure • Service Standards • Customer Feedback Policy and Procedure • Goodwill Gesture Policy and Procedure. • Tenant Re-charge Policy and Procedure • CCTV Policy and Procedure • Aids and Adaptations Policy How to Manage Aids and Adaptations • WCH Tenancy Agreement
22.	Appendices

	Appendix 1 – Overview of Tenancy Agreement Provisions - Alterations Appendix 2 – Alterations Application Form Appendix 3 – Acknowledgement of Application - Alterations Template Letter Appendix 4 – Approval of Application - Alterations Template Letter Appendix 5 – Approval with Conditions - Alterations Template Letter Appendix 6 – Further Information Required - Alterations Template Letter Appendix 7– Rejection of Application - Alterations Template Letter Appendix 8 – Post-Inspection Approval - Alterations Template Letter Appendix 9 – Customer Compensation for Property Alterations Appendix 10 – Compensation for Tenants Improvements Scheme Claim form Appendix 11 - Application for Alteration - Guide on adding property UDCs Appendix 12 - Electric Vehicle Charging Application Form
23.	Approval
	Approved by: EMT and CEC
	Dates of approval: EMT – October 2023 CEC – January 2024
	Review date: August 2029
	Policy 'owner': Assistant Director of Property Services