



Provanhall Housing Association Limited

ALTERATIONS & IMPROVEMENTS POLICY

AUTHOR

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Alterations & Improvements Policy

1. Introduction

Provanhall Housing Association (PHA) is a community based not-for-profit organisation located in the Provanhall area of Easterhouse. The Association is run by an elected and voluntary Management Committee. Policies of the Association are agreed and approved by the Management Committee with the implementation of these policies the responsibility of staff.

This policy is to clarify for tenants, staff and Committee the qualifying criteria for tenants to obtain consent to alter or improve property owned by the Association. It will also confirm the standards of workmanship and specification which will be deemed to be acceptable for alterations and improvements in line with best practice and guidance.

2. Policy Objectives

In line with the Tenancy Agreement the tenant has the right to undertake alterations and Improvements to their homes and the Association will not unreasonably withhold its consent provided all the Association's conditions are adhered to. The tenant must first obtain the written consent of the Association and all other necessary local authority approvals (e.g. planning permission or building regulations approval).

The Association will make it conditional that any proposed alterations meet the standards of safety and workmanship required by the Association (although the Association accepts no responsibility for supervising the works) and that the works will not detract from the future letting of the property.

3. Legislation and Best Practice

The Association's Alterations & Improvements Policy complies with all legislation, guidance and best practice encompassed in the current editions of:

• The Housing (Scotland) Act	• Data Protection Act
• Scottish Secure Tenancy Agreement	• General Data Protection Regulations
• Human Rights Act	• Equality Act
Note: Assume latest editions, amendments and Scottish edition where applicable.	

The above list provides a summary of legislative requirements, but it is not exhaustive. PHA in the course of its business develops, implements and reviews a set of policies and procedure that manage risks in relation to the requirements of Acts, Regulations and Codes of Practice.

4. Equal Opportunities

Provanhall Housing Association is an equal opportunities organisation. The Association's Equality and Diversity Policy seeks to ensure that all suppliers are treated equally. The Alterations & Improvements Policy will not unfairly discriminate against any suppliers, individual, or group of persons dealt with under the Policy on the grounds of:

- Race, ethnicity, national or social origin
- Disability including physical, learning or mental health
- Gender or marital status
- Sexuality or sexual orientation
- Religion, religious beliefs or opinions such as political opinions
- Age, appearance or financial status

The association wishes to ensure there are no barriers in accessing its services. Relevant documents can be translated into a range of languages or formats on request. We will also make available translation services for those who wish more detailed information and to assist those who wish to make personal enquiries. For anyone with visual or hearing problems, documents can also, on request, be made available in larger print, on tape, in Braille or on any other format required.

Any complaints received in relation to breach of this policy will be addressed via the association's Complaints Policy.

(Cross reference: Equality and Diversity policy, Complaints policy)

5. Complaints

The Association has a Complaints Policy and Procedure which explains how tenants or suppliers who are dissatisfied with the operation of any service the association provides may make a formal complaint to the Association. This policy also includes an appeals process.

(Cross reference: Complaints Policy)

6. Definitions

An 'alteration' is where the tenant:

- 1) Alters, removes or replaces any of the existing building fabric, its grounds or boundaries;
- 2) Replaces an Association fixture or fitting with one of their own which is of similar quality or standard as the original, e.g. kitchen units or internal doors;
- 3) Permanently removes an existing Association fixture or fitting.

An 'improvement' is where the tenant:

- 1) Replaces an Association component with one which is of a higher standard or quality;
- 2) Installs an item where there is none at present, e.g. a shower, fixed flooring (laminated, tiles etc), suspended ceiling, slabs, fences.

7. Conditions of the Policy

Although tenants are encouraged to enhance and improve their homes, the Association must be satisfied that any proposed work:-

- 1) Improves the existing property
- 2) Is carried out by a competent person(s)
- 3) Alterations involving electrical or plumbing are carried out by suitably qualified trades.
- 4) Does not detrimentally affect other people or neighbours
- 5) Will not affect the reallocation of the dwelling at the end of tenancy

All alterations or improvements must only be submitted to the Association by the tenant or joint tenant on an approved form and in accordance with the Alterations and Improvements Procedure Ref MN08

The Association will reply to any request for consent within 28 calendar days of receiving the request. If no response is issued within 28 calendar days the tenant may assume that the application has been approved by the Association in full.

8. Applying for permission

Section 5 clauses 21-23 of the Scottish Secure Tenancy Agreement and the Tenants Handbook advise tenants that they must apply in writing to the Association for permission to carry out an alteration or improvement.

We will comply with the requirements of the Housing (Scotland) Act and ensure that we reply in writing to a request within 28 calendar days of receiving it.

9. Granting permission

Where a tenant applies in writing permission will normally be granted subject to the following conditions:

- 1) Where either Planning Consent, a Building Warrant and/or any other statutory approvals are required, the tenant will be responsible for obtaining these and for providing us with the original copies before any work is carried out;

- 2) Where a Building Warrant is required, the tenant will provide us with the original copy of the Completion Certificate after the work has been inspected and approved by a member of GCC, DRS Building Control staff;
- 3) Where work on gas and/or electricity supplies is involved, the originals of the safety inspection certificates issued on completion of the work will be provided to the Association;
- 4) The work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by the Association;
- 5) 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;
- 6) The Association 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;
- 7) The tenant may be required to reinstate the property to its original condition when they terminate their tenancy, unless the Association agrees that the alteration or improvement should remain.

Depending on the type of work proposed, additional conditions or restrictions may be applied to ensure that the works are carried out to the required standard and/or to limit the environmental impact on adjacent properties or areas.

10. Refusing permission

Permission for an alteration or improvement will be refused where:

- 1) The proposed works are considered to be detrimental to the structure and/or long term maintenance of the property,
- 2) The proposal will breach planning and/or building regulations
- 3) The likely environmental impact of the proposal is considered to be detrimental to the surrounding area.

Where permission is refused the tenant may submit revised proposals for consideration.

11. Tenants Who Fail to Comply or to Meet Standards

- 1) A tenant who does not apply for permission before carrying out an alteration or improvement will have to do so retrospectively, once it becomes known that the work has been carried out.

- 2) The exception to this general rule will be where it is recognised at the time staff become aware of the work that permission will not be granted, e.g. because of one of the reasons listed above. In such cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.
- 3) A tenant who has been refused permission but who proceeds to carry out the work anyway will have to reinstate the property to its original condition as specified above.
- 4) A tenant who has been given permission but whose work does not meet the stated standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original conditions as specified above.
- 5) A tenant will be given a reasonable time, depending on the type of work, within which to comply with the Association's instructions. The timescale will be at the discretion of the Repairs & Asset Manager. Failure to do so will result in the Association arranging for any work required to be carried out, with the tenant being liable for all the costs incurred.

In serious cases where 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 the Association 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 incurred.

Where necessary the Association will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that reasonable notice and warnings have been served to the tenant before legal action is implemented.

12. Appeals

The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to our permission.

13. Right To Compensation for Improvements

Under the Housing (Scotland) Act 2001, tenants may be able to receive compensation from the Association for improvements that tenants have made to their homes on or after 30th September 2002 and this process is included in the Association's Right to Compensation Policy, Ref MN13

14. Policy Review

The Policy and related procedures will be reviewed 3 years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards. The next review will take place in January 2028.

15. Cross reference: Documents

Alterations & Improvement Procedure
Complaints Policy
Right to Compensation Policy

Scottish Secure Tenancy Agreement
Equalities Policy