



Home improvement and alterations policy

December 2015



Responsible officer: **Head of Operations (Triathlon Homes)**
(Responsibility for proposing final draft, implementation and review)

Author: Policy and project officer

Approved by: Triathlon Homes' Policy Panel

Date of review and name of reviewer: Head of Operations, December 2015

Date of Equality Impact Assessment (EIA): July 2015

EIA review date: Summer 2018

Effective date: Service start date

Date of next review: August 2018

Policy Review Statement - This policy will be reviewed at the date mentioned above or following legislative, organisational, or changes to good practice if sooner.

Registered address:

Triathlon Homes LLP, Fleet House, 59 - 61 Clerkenwell Road, London, EC1M 5LA

Contents

Contents	3
1. Introduction	4
2. Policy Statement.....	5-5
3. Context	7
4. Method Statement.....	7-8
5. Monitoring and Evaluation	10
6. Equality Needs Impact Assessment	10
7. Glossary	10
8. Accessibility of information.....	11

1. Introduction

- 1.1 Triathlon Homes recognises that its residents may wish to make alterations to their properties. Triathlon Homes also needs to ensure that its properties, which have been built to a high specification, are maintained and/or re-let to that same high standard and condition to future residents. This policy sets out what residents are permitted to do and what permissions are required.
- 1.2 Triathlon Homes LLP ('Triathlon Homes') is the owner of 1,379 homes within East Village, the first Olympic legacy neighbourhood. It is landlord to the occupiers of these properties of which half are social rented and the other half are shared ownership or intermediate market rented.
- 1.3 Triathlon Homes is a private landlord and not a registered provider but it has appointed a Managing Agent who is a registered provider, to manage the properties on its behalf. Both Triathlon Homes and the Managing Agent are members of the Housing Ombudsman Service.
- 1.4 All Triathlon Homes' policies are its own, but are implemented by the Managing Agent on its behalf. Triathlon Homes' policies are required to comply with some of the Regulatory Standards of the Homes and Communities Agency.
- 1.5 Triathlon Homes is committed to building a safe, strong and sustainable community. We understand the aspirations, needs and potential challenges for a new community and we will work with our residents, stakeholders and partners to build strong relationships to make a significant contribution to the success of this exciting new neighbourhood.
- 1.6 Triathlon Homes has developed values to capture the culture and type of organisation that it is. Triathlon Homes will be:
 - Accessible
 - Flexible
 - Customer friendly
 - Clear and focused.
- 1.7 This document should be read in conjunction with Triathlon Homes Glossary.

2. Policy Statement

2.1 Triathlon Homes' tenancy and lease agreements set out residents specific obligations regarding undertaking alterations or improvements to the property; these may vary depending on the type of tenure the resident holds. Generally Triathlon Homes **will not allow**:

- Social Rent Tenants to make any alterations or improvements without Triathlon Homes' prior written consent.
- Intermediate Market Rent Tenants to make any alterations or improvements other than the cosmetic alterations outlined in 2.2 below.
- Leaseholders to make any major alterations (see glossary) - minor alterations (see glossary) are permitted with Triathlon Homes' prior written consent.

Furthermore Triathlon Homes will not allow tenants or leaseholders to undertake any alterations that would:

- Affect any common media (see glossary);
- Result in any external works

Triathlon Homes however reserves the right to grant written permission for aids and adaptations (see our aids and adaptations policy).

2.2 Triathlon Homes will allow tenants and leaseholders to undertake the following limited cosmetic alterations without written permission subject to the use of appropriate fixings:

- Putting up pictures;
- Window dressings (Blinds/Curtains) providing these comply with the Estate Regulations, namely that they are white or off white in colour with white or off white linings:
- Shelves;
- Bookcases; or
- Audio/Visual equipment e.g. a television
- Carpet replacement
- Internal decorations.

2.3 A detailed practical guide is available in the Residents Handbook setting out what residents need to consider when undertaking these permitted cosmetic alterations. Triathlon Homes will not however be held liable for any damage caused by the residents undertaking these cosmetic alterations. Residents should seek professional advice if they are unsure of how to undertake these proposed cosmetic alterations.

- 2.4 In addition Triathlon Homes will allow tenants or leaseholders to replace a very minor damaged item for an exact like for like replacement (e.g. light fittings) without our written permission.
- 2.5 No other consent is implied beyond what is stated in 2.2 and the resident should assume written permission is required beyond this.
- 2.6 All cosmetic alterations will need to be made good before the tenant leaves the property e.g. shelves or pictures removed, holes filled and decorations made good and the property brought back to its previous condition and standard that is acceptable to Triathlon Homes. Residents will be required to return the property to Dulux Matt Emulsion 'Absolute White'. Triathlon Homes will look to recharge (see our recharge policy) where the tenant fails to do so.
- 2.7 Triathlon Homes will require all tenants and leaseholders to obtain our written permission when considering making alterations to any existing floor coverings, with the exception of carpets.
- 2.8 Where Triathlon Homes grants permission to leaseholders for minor alteration works it will charge an administration fee of £90 inclusive of VAT. This fee covers, where appropriate, inspections by suitably qualified staff or contractors within the timescales set out at 4.1 and for the checking of relevant documentation as part of the approval process. Triathlon Homes benchmarks (see glossary) this administration fee with other similar organisations to ensure Triathlon Homes leaseholders receive value for money.
- 2.9 Triathlon Homes will not assist with payment towards any home improvement or alteration and is not liable for reimbursing any charges or fees incurred by the resident should permission be refused.
- 2.10 Triathlon Homes will not be liable for any loss or damage of any alterations carried out including any charges/fees incurred. Where a home improvement or alteration is made without Triathlon Homes' written permission or where the work, in Triathlon Homes' opinion, is of insufficient standard or quality Triathlon Homes reserves the right to re-instate the property back to its original state or undertake works to bring the improvement or alteration up to sufficient quality or standard. Where this occurs Triathlon Homes will recharge the full cost of these works.
- 2.11 Triathlon Homes will not be liable for finding or paying for any alternative accommodation if the tenant or leaseholder or any other person living with them needs to move out of their home due to the improvement, alteration or any related work.

- 2.12 Triathlon Homes will not be liable for the ongoing maintenance of any alteration or improvement, including homes where its tenants have undertaken a mutual exchange, unless it has expressly agreed to this. Where Triathlon Homes has agreed to the maintenance of the alteration or home improvement it reserves the right to recover ongoing maintenance costs from the tenant or leaseholder e.g. through the introduction of a service charge.
- 2.13 Triathlon Homes will not compensate the resident for any improvement or alteration works undertaken. Where any improvements or alterations remain in place after the end of the tenancy and Triathlon Homes chooses not to remove them they will become the property of Triathlon Homes.

3. Context

Legislative

Equality Act 2010

The Disability Discrimination Act (DDA) 1995, 2005

Links to key policies and documents

Tenancy Agreements

Lease Agreements

Recharge policy

Aids and Adaptations policy

4. Method Statement

4.1 Applying for our written permission

- 4.1.1 All applications for any alterations or home improvements must be made in writing on the 'Tenants Improvement Application' form. The form must be completed in full and incomplete application forms will not be considered.
- 4.1.2 Triathlon Homes will respond to all requests within 20 working days, either granting our written permission, stating our refusal and the reason, or requesting additional information to make our decision.
- 4.1.3 For leaseholders requesting minor alterations (see glossary) where Triathlon Homes subsequently approves the request Triathlon Homes will charge an admin fee of £90 inclusive of VAT. Where Triathlon Homes refuses the request we will not charge this admin fee.
- 4.1.4 Where it is necessary under this policy, we will arrange for an appropriately qualified member of staff or contractor to visit the property to further inform our decision, including assessing any relevant risks.
- 4.1.5 We will have regard to previous home improvements or alterations made when considering granting permission.

4.2 Granting Permission

4.2.1 Where we agree to the improvement or alteration we will confirm to the leaseholder:-

- That any alteration or improvement must be carried out by a competent person and must not exceed the works permitted.
- Works must not interfere with the building owners equipment, plant or services which extends into the property;
- That they are responsible for ensuring any statutory permissions or consents (planning/building regulations) are obtained and that any works comply with any statutory provisions e.g. electrics, plumbing etc;
- That they are responsible for maintaining the improvement or alteration unless we expressly state otherwise;
- Any alteration or improvement needs to allow Triathlon Homes to carry out its obligations under the lease agreement;
- They must notify any neighbours who are likely to be disturbed by the works and must comply with the terms of their agreement with regard to avoiding nuisance.
- The requirements, should they leave the property, see section 4.7.
- They may be liable for the cost of any structural or other similar assessment that we believe are necessary during or after their works.

4.3 Post inspection

4.3.1 Where a minor improvement/alteration has taken place we will agree a date to revisit the property.

4.3.2 We will notify the leaseholder where work is not of an acceptable standard or quality and require them to address this. We will consider taking enforcement action see section 4.6 if they fail to address it.

4.4 Refusing consent

4.4.1 Triathlon will refuse consent in the following circumstances (this is not an exhaustive list):-

- Where the alteration or home improvement is, in the opinion of Triathlon Homes a major improvement;
- Where the improvement does not comply with the tenancy or lease;
- Where, in the opinion of Triathlon Homes, the disruption to others is unreasonable whether due to the duration of the expected works or the time the works are planned;
- Where, in the opinion of Triathlon Homes, the tradesmen being considered are not suitably qualified or have insufficient insurance for the works under consideration;

- Where, in the opinion of Triathlon Homes, insufficient plans exist to manage health and safety matters during and following completion of any works.
- Where, in the opinion of Triathlon Homes, materials or fixtures are of an inferior standard to that already in place.
- Where insufficient information is made available from the tenant or leaseholder or other associated third party for Triathlon Homes to base its decision on granting permission;
- Where all statutory approvals and permissions have not been obtained;
- Where any works would increase any maintenance costs to Triathlon Homes;
- Where it would reduce the rental, re-let or re-sale value of the property or other nearby properties;
- Where the alteration or home improvement would result in the removal of carpet or other suitable sound deadening material increasing the noise between neighbouring properties without, in Triathlon Homes opinion, a suitable replacement.

4.5 Retrospective permission

- 4.5.1 Triathlon Homes may, at its discretion, consider granting retrospective permission for improvements carried out without permission where the improvement or alteration would have been granted under this policy.
- 4.5.2 Triathlon Homes will ensure that any retrospective application is processed as if the work had not yet been carried out.
- 4.5.3 Where, following this retrospective process, Triathlon Homes concludes it would not have granted permission for the improvement or alteration we will inform the tenant or leaseholder of our decision in writing. Triathlon Homes will require in these circumstances the tenant or leaseholder to reinstate the property to its former state.

4.6 Enforcement

- 4.7.1 If a tenant or leaseholder fails to comply with this policy Triathlon Homes will take appropriate action including:-
- Ordering the removal of an improvement that is a breach of the tenancy or lease;
 - Ordering the tenant or leaseholder to bring the works up to an acceptable standard and/or quality as specified by Triathlon Homes;
 - Applying to the courts for enforcement action and/or possession proceedings including seeking damages for any costs incurred

4.7 Leaving the property

4.7.1 Where a tenant leaves the property we will undertake an inspection of the property.

4.7.2 Where a tenant is found to have carried out any improvement or alterations not previously agreed Triathlon Homes will:

- Require the tenant return the property to its former state; or
- Consider undertaking the work to return the property to its former state and recharge the full costs and expense to the outgoing tenant (see section 4.8).

4.7.3 For leaseholders we will undertake an inspection of the property where in our opinion it is appropriate to do so.

4.8 Recharges

4.8.1 Where the tenant or leaseholder is unable or unwilling to undertake the improvement or alteration to Triathlon Homes' satisfaction we may carry out necessary further works, where we consider it in our interests to do so, and recharge the resident for all costs we incur, (see our recharge policy). This will include rental income lost whilst rectification works are undertaken.

5. Monitoring and Evaluation

This policy will be monitored by the Head of Operations who will review this policy periodically as set out above capturing best practice, customer feedback and legislative changes to inform this review.

The success of this policy will be measured through customer feedback on this process.

6. Equality Needs Impact Assessment

An equality impact assessment of this policy was undertaken in July 2015.

7. Glossary

Benchmark – to compare with costs or performance with other similar organisations

Minor alteration – Non-structural works examples include new kitchen, new bathroom, fitted wardrobes and changing the properties layout.

Major alteration – Any Structural works

Common media – all service media including television and radio broadcasts whether terrestrial, digital or satellite and any communal broadband or

telephone infrastructure. Any plant servicing the block and/or plot and/or any other parts of East Village including the metres and heat interface units relating to the heating and hot water system

8. Accessibility of information

This policy is available on the Triathlon Homes website.

Policy Controls sheet

Date of last review, who reviewed and date approved	Main changes (i.e. change in legislation, change in internal processes)
Reviewed by Head of Operations and Technical Officer, December 2015	Desktop review to ensure policy reflects current practice.
Approved by Managing Director, May 2016	Carpet replacement & internal decoration to be added to the list of works which do not require TH approval.

Date of last review, who reviewed and date approved	Main changes (i.e. change in legislation, change in internal processes)
November 2013	Original policy
Triathlon Homes Policy Panel	