Resident Home Improvements Policy

1. Introduction

1.1 Residents have the right to make certain improvements to their home with our written permission, in line with the law, their tenancy agreement and this policy.

1.2 This policy sets out our approach for when residents want to make improvements in their home.

1.3 This policy should be read in conjunction with the Resident Improvements Procedure and individual tenancy agreements. This policy has links to some of our other policies, and we've thought about these links when reviewing the policy. This includes:

- Aids and Adaptations
- Responsive Repairs
- Reasonable Adjustments

2. Scope

2.1 This policy applies to all residents of the Peabody Group, including Town and Country Housing (TCH).

2.2 This policy covers social housing, supported housing and sheltered housing residents. It does not cover care schemes, license agreements, freeholders, leaseholders or shared owners.

2.3 If there is any variance between this policy and individual tenancy agreements then the tenancy agreement takes precedence.

3. Key terms and definitions

3.1 An improvement will generally count as a landlord's fixture where it becomes a fixed part of the structure or installations of the building, as defined in the Landlord and Tenant Act 1985. For example, new bathrooms, new kitchens and central heating will be landlord's fixtures. We have a duty to keep such items in good repair.

4. Our approach

4.1 We require residents to seek permission from us before commencing any improvement work. We receive requests for improvements in writing by the resident, and permission for any improvements are confirmed by us in writing.

4.2 We wish to give equal rights to all residents wherever possible. Therefore, we allow assured residents and those in older person housing schemes the same rights as those that secure residents have in legislation. These residents can request to make improvements and claim compensation for qualifying improvements when they move out of the property.

4.3 We do not allow residents on assured shorthold tenancies and starter tenancies to make improvements.

4.4 Permission for home improvements may be refused if the intended work:

- involves a structural change to the premises or affects the integrity of key parts of the home (such as walls, floors, ceilings, external doors leading in and out of the property, communal doors or wiring).
- makes the home unsafe.

- breaches planning, building or conservation area regulations.
- breaches any head lease or covenant to which the proposed improvement is subject to;
- reduces the living space or value of the property.
- affects any work planned by us or increases our maintenance costs.
- removes landlord fixtures that are an essential feature of the structure or installations e.g., wiring and pipework.

4.5 We may allow minor electrical improvements (e.g., single light/socket installations). This must be carried out by a qualified electrician, with the relevant certificates provided to us.

4.6 We do not allow improvements that have been made to landlord fixtures or fittings to be removed.

4.7 If the improvement is a resident fixture or fitting under the tenancy agreement, the exiting resident may take it with them providing the property is reinstated to our standard specification, remains in a lettable standard and removal does not cause any damage or hazard.

4.8 Requests for non-qualifying works are assessed on a case-by-case basis and only granted in exceptional cases. Residents are not entitled to compensation for these improvements.

4.9 We advise residents to investigate and make sure they have the necessary funds for the improvements as quotes can expire, leading to future problems.

Requesting an improvement

4.10 We ask residents to submit:

- The relevant plans, catalogue illustrations and details of the proposed improvement.
- Evidence of approval obtained (where necessary) from the local authority building control and/or environmental health department, or utilities provider.
- A project delivery plan with timescales for the proposed work.

4.11 We take a fair and reasonable approach when assessing requests for improvements.

4.12 Our surveyors engage with residents after an application has been submitted and support them to meet the necessary requirements.

4.13 Improvements must be carried out by personnel who are suitably competent and qualified.

4.14 Where we give permission for a resident improvement, we follow up to check that the work has been completed. All approved improvement works must be completed in line with the agreed deadlines and must meet the original specification in the application that was approved, including any necessary certification to confirm the safety of the completed improvement.

4.15 If we identify that the improvement has not been completed to the correct specification, we engage with the resident and may advise them (in writing) that they need to remove the improvement and return the home to the original specification or rectify the works. In these situations, we follow up with the resident to check and if this does not happen, we will enforce tenancy conditions.

If improvements are carried out without our written permission, we may require the resident to remove the alteration, reinstate the property and cover any associated costs.

Laminate Flooring

4.16 Laminate flooring can cause issues of noise transference between properties and cause repairing obstacles, e.g., when we need to access pipework or remedy leaks. Therefore, we do not grant permission for laminate flooring unless the following conditions are all met:

- The resident lives in a house and none of the rooms are situated above residential space belonging to someone else, or the resident lives on the lowest floor of a block.
- The property has concrete flooring.
- The resident purchases sound insulation pads which lie beneath the laminate. We recommend acoustical sound insulation which is widely available throughout the UK.
- The resident accepts that they will need to remove the flooring so that we can fulfil our maintenance and repairing obligations if required, and that we do not accept liability or responsibility for damage or replacement of the flooring;
- The resident agrees to remove the laminate entirely when they leave and restore the property to our satisfaction.

4.17 Laminate flooring required for health reasons is assessed on a case-by-case basis, after appropriate supporting correspondence has been provided.

Antisocial Behaviour

4.18 Improvement works must not cause a serious disruption or nuisance to neighbours or other people in the estate or area.

Repairs and Maintenance

4.19 We advise residents on who is responsible for the repair and maintenance of the improvement when providing our written permission.

4.20 Where we are not responsible for the repair and maintenance of an improvement, we may carry out repairs to it in an emergency, where failure to maintain an improvement would put the resident or others at risk or where not repairing the improvement would cause damage to our property. In such circumstances, we may recharge the repair to the resident in line with our Responsive Repairs Policy.

4.21 Where repairs are needed as the result of poor-quality improvement works, we may agree to carry these out, but they are treated as a rechargeable repair in line with our Responsive Repairs Policy.

Compensation

4.22 When a resident leaves their home, they may be entitled to compensation for a qualifying improvement they have carried out. The maximum payment is £3000, and the minimum payment is £50.

4.23 We only pay compensation where we approved, and gave written permission for, the finished improvement.

4.24 We calculate compensation using the receipts provided by the resident for the completed work covered in the estimate that formed the basis of our permission.

4.25 We only pay compensation for an improvement where the resident is moving home permanently, such as through a permanent decant or transfer. We do not pay compensation for resident improvements where a resident is evicted or the tenancy changes through a joint tenancy, assignment or succession.

Resident Improvements

4.26 Where we do agree to pay compensation for an improvement, we first use the compensation to clear any debt the resident has with us.

4.27 The following table lists the improvements for which compensation may be considered at the end of the tenancy and their average associated notional life:

Improvement	**Notional Life (years)**
Loft or cavity wall insulation	20
Double glazing or secondary glazing	20
Minor electrical alterations (e.g., single light/socket installations)	15
Bath, shower, wash hand basin or toilet	12
Kitchen sink, or work surfaces for food preparation	10
Storage cupboards in bathroom or kitchen	10
Insulation of pipes, water tank or cylinder	10
Draught proofing of external doors or windows	8
Thermostatic radiator valves	7
Any other object which improves the security of the dwelling-house (excluding burglar alarms)	10

4.28 The amount of compensation owed to a resident is calculated in line with The Secure Residents of Local Authorities (Compensation for Improvements) Regulations 1994. This formula considers the cost of the improvement and the expected lifetime the improvement has left when compensation is requested.

$$C \times \left(1 - \frac{Y}{N}\right)$$

Where:

C = cost of the improvement (excluding the amount of any grant or minor works assistance under Part VIII of the Local Government and Housing Act 1989(6) or the Home Energy Efficiency Grants Regulations 1992(7) paid in respect of the improvement)

N = the notional life of the improvement; the useful lifespan of the improvement before it would need to be renewed or upgraded.

Y = the number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed.

Agency Managed Schemes

4.29 We require residents in agency managed schemes to seek our permission when requesting an improvement.

5. Equality, Diversity and Inclusion

5.1 We understand that residents may need to make home improvements to support themselves to remain independent and live in their own home. We support them with this by signposting to our Aids and Adaptations Policy and providing information on how a request for aids and adaptations can be made.

5.2 All requests from residents to accommodate their needs are considered and acted on where possible, in accordance with our Reasonable Adjustments Policy and the Equality Act 2010. You can request a reasonable adjustment from us through the officer you are engaging with, or by contacting our Customer Hub. Examples of the support we can provide include providing information in alternative formats and adapting our communication method.

5.3 This policy aligns with our wider Equality Diversity and Inclusion Strategy by supporting our vulnerable residents, creating places where people want to live and building resilience in people and communities.

6. Legislation and Regulation

- Housing Act 1985
- Statutory Instrument 1994 No. 613 of the Secure Residents of Local Authorities (Compensation for Improvements) Regulations 1994
- The Regulatory Reform (Fire Safety) Order 2005
- Fire Safety Act 2021
- Building Safety Act 2022
- Equality Act 2010

7. Responsibilities

7.1 The Director of Repairs has overall accountability for this policy.

7.2 For TCH, the Assistant Director of Repairs and Compliance has overall accountability for this policy.

Approval

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Policy owner	Director of Repairs