

Policy	Property improvement policy
Date adopted	January 2018
Date of next review	January 2021
Version	1.1
Responsible board	Homes board
Responsible officer	Assistant director of housing

Overall policy statement

- 1.1. This policy sets out the approach to improving property owned by landlords within the Housing Plus Group. This includes meeting legal and regulatory requirements (principally the Decent Homes Standard), balancing business needs and customer expectations and setting out in what circumstances improvements to property can be used to encourage compliance with tenancy obligations.
- 1.2. The policy supports the Corporate Priority Focused on Customers, Communities and Homes, particularly providing excellent homes.
- 1.3. The Group invests a considerable amount of capital and staff resource on property improvements and it is vital that value for money is obtained for this expenditure.

2. Policy details

Definition

- 2.1. An improvement to a property is defined as any new installation to the property for the benefit of the occupier.

Property Improvements by Landlord

- 2.2. All landlord organisations in the Housing Plus Group will comply with the Government's Decent Homes Standard as a minimum. Improvements may be carried out to higher standards so long as they are contained within the approved business plan and do not interfere with or compromise other investments, repairs and/or compliance work.
- 2.3. Improvements will be delivered via area based programmes. These programmes will be developed using information from stock condition surveys and in accordance with the business plan. Programmes will be reviewed periodically as surveys and the business plan are updated.
- 2.4. Information on property improvement programmes will be provided to customers well in advance of any work taking place.
- 2.5. Where practical and subject to budget, a choice of materials and products to suit individual tenant needs will be provided.
- 2.6. Decoration after improvement works to kitchens and bathrooms is provided to the applicable room. A chargeable decoration service may be offered to tenants.
- 2.7. Where a tenant has submitted an application to purchase their property under the Preserved or Voluntary Right to Buy, no improvement or major capital repairs will be carried out on the

property; responsive repairs will be undertaken in accordance with the Repair Policy and subject to landlord obligations.

Property Improvements by Tenant

- 2.8. Landlords recognise that tenants may wish to carry out improvements to their home which they will pay for themselves. Some tenants can exercise the Right to Improve their homes under the provisions of the Housing Act 1985.
- 2.9. It is important that the tenant obtains permission from the landlord before carrying out any improvements. As per the tenancy agreement, permission will not unreasonably be withheld. However, permission for improvements will only be given provided they meet all legal requirements, are subject to any approvals of the local authority and the landlord is allowed access to inspect any work or finished improvement on request. Furthermore, the landlord may withhold permission in the circumstances set out in 2.15 and 21.6 below.
- 2.10. Landlords will not be liable for any damage arising to the property as a result of works carried out by a tenant and in may recharge tenants to reinstate or repair the property, following work carried out by the tenant.

Compensation for Improvements

- 2.11. Tenants who qualify to improve their home and then vacate a property in which improvements, installations and/or additions have been carried out and maintained at their expense may have a Right to Compensation for Improvements. This allows tenants to apply for compensation when they move home for improvement work they have carried out.
- 2.12. The landlord will meet its legal obligations. There are exclusions and financial limits set out in the legislation. The minimum value of any single improvement where compensation is payable will be £50. Any claim below this figure will not qualify. The maximum compensation that can be paid for any single improvement is £3,000.

Encouraging Tenancy Compliance

Landlord Improvements

- 2.13. In circumstances where a tenant is in breach of any terms of the tenancy agreement, Housing Plus Group may, at its discretion, conclude that a planned improvement will not progress until such time as the breach(es) are remedied.
- 2.14. The postponement/cancellation of an improvement will be limited to the following types of improvement: kitchens, bathrooms, front and back doors and windows.

Tenant Improvements

- 2.15. Housing Plus Group may also at its discretion withhold consent to a tenant's improvement request on grounds of breach of tenancy, where the tenant is looking to install or replace a fitting or fixture outside of the Landlord Repair Policy and/or improvement programme.
- 2.16. Such discretion to be exercised following a reasonableness assessment to include an investigation of the circumstances of the tenancy breach and exploring and taking account of any extenuating circumstances relevant to the property breach (including issues arising consequent to any vulnerability and/or disability) and any specific reasons for the improvement (such as, a required property adjustment due to disability).

Risk Assessment

The following risks are relevant and identified on the Risk Register:

- ♦ 2.5 ess Housing Plus Group fails to maintain properties to a good standard, impacting on the overall value of the housing stock and the financial viability of the business
- ♦ 6.2 The Group fails to maintain Consumer Standards in line with the objectives and framework set out by the Government.

Regulatory Issues

The Government's Decent Homes Standard and the Regulator's Homes Standard apply.

Consultation

Tenant Panel members have been consulted.

Links to other policies, procedures or documents

Related policies are: **Repairs, Rechargeable Repairs**

Details of the Right to Improve and the Right to Compensation for Improvements are in the Leasehold Reform Housing and Urban Development Act 1993 and the (Compensation for Improvements) Regulations – Statutory Instrument 1994 No. 613 <http://www.legislation.gov.uk/ukpga/1993/28/section/122>

<http://www.legislation.gov.uk/uksi/1994/613/made>

Monitoring and Review

The policy will be reviewed in three years time or as needed if legislation, regulation and/or good practice change.

Impact Assessments

A detailed equality impact assessment has been undertaken.

