

TENANTS & LEASEHOLDER ALTERATIONS & IMPROVEMENTS POLICY

1.0 INTRODUCTION

- 1.1 Cambridge City Council acknowledges that secure tenants and Leaseholders have a legal right to make alterations and improvements to their homes provided that they obtain written permission before they carry out any works. The objective of this policy is to ensure that all requests for improvements or alterations are treated fairly and consistently.

2.0 TYPES OF WORKS

- 2.1 Examples of works that would be assessed under this policy include:

- Installing replacement windows or doors.
- Structural works.
- Building of extensions or buildings e.g. conservatory.
- Building or removing a structure in your garden including shed, greenhouse, wall or fencing.
- Adding, altering or removing any gas, electrical or water services.
- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Felling a tree in the garden.
- Installing a driveway or pavement crossing.
- Decorating the outside of the property.
- The erection of wireless or TV aerials

- 2.2 Permission to lay laminate flooring or ceramic flooring in flats is usually refused unless it is on the ground floor or laid in a kitchen or bathroom that is not above a living room or bedroom. Leaseholders have the following clauses, "To keep the flat including the passages thereof substantially covered with carpets except that in the kitchen and bathroom all over cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets."

3.0 CAMBRIDGE CITY COUNCIL RESPONSIBILITIES

- 3.1 It is Cambridge City Council policy to be fair and consistent in considering requests made by tenants and Leaseholders to carry out improvements and alterations to their homes. When making decisions Cambridge City Council will consider any potential concerns for neighboring homes and also protect its own interest in the property.
- 3.2 All decisions will be confirmed in writing.
- 3.3 Cambridge City Council will consider all applications once:
- All appropriate approvals/permissions have been obtained from the relevant department e.g. planning, building control, listed buildings etc.
 - The tenant has cleared any rent arrears or other debts owed to, or collected by Cambridge City Council.
- 3.4 The application will be determined within 56 days of the requirements at 3.3 (above) being met. Cambridge City Council will not unreasonably withhold consent when Tenants/Leaseholders make requests to carry out alterations. If consent is unreasonably withheld, it should be treated as being given.
- 3.5 Cambridge City Council will not attach unreasonable conditions to any written permissions. Reasonable conditions include:
- Timescales for completing the requested works e.g. in accordance with guidance provided by the planning department
 - Allowing access to the property within a specified number of days of completing the works
 - Quality of materials that must be used
 - Works must be carried out by a suitably qualified person/contractor
 - Complying with relevant regulations for carrying out works
 - Leaseholders are "Not to enter any roof space above the flat, or cause, allow or permit such entry to be undertaken except in the case of emergency for dealing with wasp nests, burst water pipes and the like."

- 3.6 In the event that permission is refused, Cambridge City Council is not liable for reimbursing tenants and Leaseholders for any charges/fees incurred.
- 3.7 Cambridge City Council is not liable for any loss or damage of any alterations carried out by the tenant and Leaseholder with or without written permission.
- 3.8 Cambridge City Council will not assist with payment towards the cost of carrying out the alteration.
- 3.9 At the end of their tenancy, Cambridge City Council will consider all claims for compensation made by tenants or Leaseholder who carried out improvements to their homes with our written consent in accordance with the Housing Act 1985 s99A (right to compensation for improvements).
- 3.10 Rent will not be altered as a result of an improvement; however, certain improvements could have an effect on the value of the property
- 3.11 Cambridge City Council aims to deal with claims for improvement compensation within 28 days of notice being given/claim being received
- 3.12 Tenants will be recharged for any repairs that Cambridge City Council have to carry out if the repairs relate to, or arise from, alterations or improvements
- 3.13 Cambridge City Council will endeavor to make decisions within reasonable timescales.
- 3.14 Cambridge City Council may give retrospective consent in accordance with Section 98(3) of the Housing Act 1985 (see item 6.6.1)
- 3.15 Permission is not considered as given until Cambridge City Council receives signed and dated copies of relevant letters or documents – as referred to in paragraphs 4.2 and 4.10 of this document.

4.0 TENANTS AND LEASEHOLDER'S RESPONSIBILITIES

- 4.1 Tenants and Leaseholders are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. Tenants and Leaseholders can use the application form to make a request.
- 4.2 Tenants and Leaseholders are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works. Including:
- Building regulations
 - Planning (including conservation areas)
 - Listed building permissions
 - Gas, electricity or water companies
 - Consent to prune or fell a tree
- 4.3 Tenants and Leaseholders are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy.
- 4.4 Tenants and Leaseholders are responsible for paying any fees or charges that arise from seeking the appropriate permissions.
- 4.5 Agreed alterations to the property must be completed in a reasonable time, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission.
- 4.6 All electrical work carried out at the premises, with the exception of minor works set out in the electrical Regulation, January 2005, must be installed by a competent electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671).
- 4.7 All works relating to the installation, removal or relocating of a gas appliance must be carried out by a Gas Safe registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998.
- 4.8 All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos

Regulations (CAR) 2006.

- 4.9 All plumbing works must be carried out by a suitably qualified and competent plumber.
- 4.10 For some works, tenants and Leaseholders may be required to submit relevant paperwork* including:
- Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body, insured to carry out the required work and VAT registered.
 - Confirmation in writing from the planning authorities on whether or not planning permission is necessary and that it has been obtained where necessary
 - Written proof that approval has been obtained where necessary from the local authority specifications for installations (e.g. central heating)
 - Drawings and notes for structural work, prepared by a qualified surveyor or engineer
 - Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors etc.

* A Surveyor will advise tenants of any further requirements when their application is being considered.

- 4.11 If a Tenant/Leaseholder intends to restore or reinstate an existing fixture on the termination of their tenancy, the Tenant/Leaseholder must agree to store the original fixture in a safe and secure environment where it will not deteriorate.
- 4.12 Tenants and Leaseholders are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works.
- 4.13 Tenants and Leaseholders are responsible for repairs relating to the alteration or improvement that they carried out.
- 4.14 If Cambridge City Council carry out any repairs that relate to, or arise from, alterations or improvements the Tenant/Leaseholder will be

responsible for paying for any recharges.

5.0 REFUSING CONSENT

5.1 Permissions will be refused if the intended work:

- Makes the property (or any neighbouring properties) unsafe
- Increases Cambridge City Council's maintenance costs
- Reduces the living space
- Breaches planning, building or conservation area regulations
- Does not comply with relevant regulations, health and safety etc
- Impacts on the Council's ability to comply with legislative requirements or conflicts with its own policy approaches
- Reduces the market or rental value of the property
- Causes the council to incur expenditure or income loss in the future, that it would be unlikely to experience if the alteration were not made
- Restricts access to service points such as stopcocks
- Involves erecting security grilles* on doors or windows

* **Important:** security grilles can pose a serious access and fire risk and are prohibited from use on Cambridge City Council properties.

6.0 RESPONSIBILITY FOR FUTURE MAINTENANCE

- 6.1 Cambridge City Council will not be responsible for maintaining items that have been installed by tenants and Leaseholders e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being tenants' fixtures.
- 6.2 At the end of their tenancy, tenants and Leaseholders will not be permitted to remove fixtures that are an essential feature of the structure or installations e.g. wiring.
- 6.3 At the end of their tenancy tenants and Leaseholders may be instructed to reinstate the property to its original condition.
- 6.4 At any time during the process, Tenants/Leaseholders may seek advice from Estates and Facilities by telephoning Cambridge City Council

on: 01223 457000.

7.0 APPEALS

7.1 If a tenant or Leaseholder is dissatisfied with a condition set or a decision made they can ask the Technical Quality Officer/Technical Quality Manager/Technical Quality Assurance Manager (in order of escalation) to reconsider their case. Tenants and Leaseholders can also appeal to the County Court if they feel their right to make an improvement or alteration has been unreasonably refused by Cambridge City Council or if the compensation offered by Cambridge City Council is too low. In determining whether permission has been unreasonably withheld the court will have regard to the extent to which the improvement would be likely:

- To make the property, or any other premises less safe to occupiers
- To cause Cambridge City Council to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the property would fetch if sold on the open market or the rent which Cambridge City Council would be able to charge on letting the property.

8.0 UNAUTHORISED ALTERATIONS OR IMPROVEMENTS

8.1 It is a tenancy and Leaseholders condition that consent must be obtained in writing before a tenant commences any alteration or improvement. If a tenant or Leaseholder carries out either an alteration or improvement without obtaining written permission, Cambridge City Council may give retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

8.2 Further action will be taken if:

- The improvement has already been carried out and the Tenant/Leaseholders refuse to make an application
- The Tenant/Leaseholders is refused permission on application and does not reinstate the property to its original condition
- The quality of the workmanship or the materials used is below the

required standard.

In these situations Cambridge City Council may proceed with legal action.

9.0 LEGAL ACTION

9.1 If tenants fail to comply with this policy Cambridge City Council will take appropriate action including:

- applying to the courts
- ordering the removal of an improvement that is a breach of the tenancy conditions
- seeking damages for any costs incurred

10.0 REMOVAL OF IMPROVEMENT

10.1 Cambridge City Council reserves the right to reinstate the property to its original condition if the improvement is unsafe or causing damage to the structure of the property, or any adjoining property. Cambridge City Council will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant or Leaseholder.

10.2 If appropriate, Cambridge City Council will advise tenants and Leaseholders that if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.

10.3 Further works carried out by Cambridge City Council to rectify problems will be recharged.

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