

# **MOLENDINAR PARK HOUSING ASSOCIATION**

## **ALTERATIONS/IMPROVEMENT POLICY**

**Adopted:** 18<sup>th</sup> September 2012  
**Review:** September 2017

The Association recognises that tenants may wish to carry out improvements and/or alterations to their homes. The Housing (Scotland) Act 2001, give all tenants the right to receive compensation for alternations/improvements which they have carried out, subject to receiving permission from the Association.

Any tenant ending their tenancy can apply to the Association for compensation.

## **1. REMIT OF POLICY**

This policy document covers two aspects of alterations to property.

- Permission to carry out the alteration
- Compensation for the alteration

The policy applies to tenants only, and compensation is paid at the end of a tenancy.

It is the Association's policy to support tenants who wish to carry out improvements as part of its overall policy of maintaining its properties to the highest standard. The main features of the improvement and alteration legislation are noted below.

## **2. PERMISSION TO CARRY OUT AN IMPROVEMENT**

Applications to carry out improvements must be made in writing. The Association has detailed procedures for checking and acknowledging applications, for pre and post inspections, for checking the safety of the alteration, checking technical specifications of the proposed work and that it will not detract from the future use of the premises or inconvenience other residents. When checking procedure has been completed permission is granted or refused and notified in writing to the applicant.

In considering applications for improvements the Association shall not unreasonably withhold consent. Tenants will be required to provide full details of the proposed work including scale drawings and a specification of the work planned.

Tenants must ensure the work:

- Meets Health and Safety regulations
- Has planning and building consents (where necessary)
- Is undertaken by qualified tradesmen
- Complies with the appropriate British Standard

The Association will Endeavour to process any applications within 28 days of receipt. However, where further information is required this may delay the decision beyond 28 days.

There are some costs which cannot be claimed. These are as follows:

- Tenants own DIY or labour costs
- Professional fees such as architects
- Consent costs under the Building Regulations

The amount of compensation will depend on the length of time between the installation of the improvement and the end of tenancy. Each item of work included

in the compensation scheme has a “Notional Life”, that is the number of years of expected use.

Notional life values and compensation equation are prescribed by statutory instrument in the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002.

### **3. CLAIM FOR COMPENSATION**

- 3.1 All claims for compensation can only be considered at the end of a tenancy and must be made in writing and contain sufficient information to enable the Association to reach a decision within the time frame allowed.
- 3.2 Any claim must be submitted within 28 days of notification of termination of tenancy or within 21 days after the date of termination.
- 3.3 The family of a tenant who dies may still be able to claim compensation providing they have copies of the bills for the work and can demonstrate permission was given.

### **4. WHERE COMPENSATION IS NOT PAYABLE**

Compensation will not be payable in the event that:

- a) The amount payable is less than £100
- b) The tenancy being ended by
  - Repossession, ie the tenant has been evicted
  - Purchase of property within the terms of the Right to Buy
  - The tenancy being transferred from a joint tenancy to one of the joint tenants, solely.
  - The improvement is defective and/or not fit for purpose

### **5. AMOUNT OF COMPENSATION PAYABLE**

- 5.1 The amount of compensation payable will be determined by the undernoted method:

Cost of improvement – less number of years since the improvement was completed (NB part year will be counted as full year).

Cost	=	£2000
Notional Life	=	20 years
Years since improvement	=	15 years
Years remaining	=	5 years

2000 divided by 20 = £100 per year x 5 years = £500

Therefore the sum of compensation award would be £500.

Any amount of compensation will be reduced to take account of any sum owed by the tenant, eg rent arrears, rechargeable repairs.

## 5.2 Deductions

The Association will deduct a reasonable sum from the amount of compensation that would otherwise be granted where:

- a) The cost of improvement work was excessive
- b) The improvement work has deteriorated at a greater rate than that provided for in the notional life for that improvement
- c) The improvement is of a higher quality than the Association would have effected

5.3 Where the improvement work has deteriorated at a lower rate than that noted in the notional life, the Association may add to that compensation a reasonable sum to reflect the condition of the improvement.

5.4 The maximum level of compensation shall not exceed £4000 .

## 6. QUALIFYING IMPROVEMENT WORK AND NOTIONAL VALUE

ITEM	NOTIONAL LIFE YEARS
Bath or shower	12
Cavity Wall	20
Sound insulation	20
Double glazing or other external window replacement or secondary glazing	20
Draught proofing of external doors or windows	8
Insulation of pipes, water tank or cylinder	10
Installation of mechanical ventilation in bathrooms and kitchens	7
Kitchen sink	10
Loft insulation	20
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20
Security measures other than burglar alarm systems	15
Space or water heating	12
Storage cupboards in bathroom or kitchen	10
Thermostatic radiator valves	7
Wash hand basin	12
Water closet	12
Work surfaces for food preparation	10

## **7. DISPUTED AWARD**

- 7.1 In the event that the claimant rejects the offer of compensation, the tenant can appeal within 28 days of the date of the award, in writing, to the Association.
- 7.2 In considering any appeal the Association may appoint an independent valuer and surveyor to determine whether the initial decision is fair and reasonable.

## **8. COMPLAINTS**

- 8.1 Any claimant who is unhappy with the way the policy has been implemented should notify the Maintenance Officer. If following this, a claimant still feels aggrieved they should follow the Association's Complaints Policy, a copy of which is available from the office.
- 8.2 The Housing (Scotland) Act 2001 gives tenants a further right to make application of the Sheriff Court over a refusal or imposition of conditions by the Association.

## **9. POLICY REVIEW**

- 9.1 The Policy will be reviewed and amended as necessary every five years.
- 9.2 The review process will take account of legislative changes, policy guidance, and good practice advice, the performance of the Association and the view of tenants.
- 9.3 The Association will seek to involve tenants in discussions concerning the review of the policy and will ensure that all tenants are informed of any changes made.
- 9.4 The policy was adopted by the Management Committee on 18<sup>th</sup> September 2012.