



Tenant Alterations and Improvements to Council Properties

This policy was produced in 2024 and is version 4.00

This policy was reviewed and subject to minor amendments under delegated authority by the Head of Housing and Health in conjunction with the Cabinet Member for Housing, Property and Assets (see published decision dated 25 October 2024). These amendments are shown in Section 19 of the Policy.

Review Frequency: MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations

1	Introduction	3
2	Aims and Objectives.....	3
3	Regulatory Framework and Context	3
4	Related and Relevant Legislation and Documents.....	3
5	Definitions	4
6	Permission Requests	5
7	Permission Refusals.....	7
8	Aerials and Satellite Dishes	8
9	Laminated and Wooden Flooring.....	8
10	Retrospective and conditional consent.....	8
11	Building Regulations and Planning Permissions.....	9
12	Dropped Kerbs and Parking Spaces.....	9
13	Post Work Checks and Inspections	9
14	Right to Compensation for Improvements	10
15	Freehold, Leasehold and Former Council Property Requests.....	10
16	Appeals/Disputes	10
17	Complaints	11
18	Equality Impact Assessments	12
19	Summary of Additions and Policy Amendments.....	12

1 Introduction

- 1.1 Under the Landlord & Tenant Act 1927 and the Housing Act 1985, council tenants are entitled to make alterations and improvements to their home if they have gained written consent from their landlord.
- 1.2 This policy outlines the approach of Mid Devon Housing (MDH), to responding to requests from tenants, leaseholders or freeholders for permission to carry out alterations or improvements to their property at their own expense and for dealing with unauthorised alterations or improvements which have been carried out and identified.

2 Aims and Objectives

- 2.1 The aims of this policy are to;
 - Set out our approach to how MDH will respond to and manage permission requests relating to structural alterations and improvements to MDH properties;
 - Ensure there are clear guidelines for staff, tenants and leaseholders; and
 - Ensure alterations and improvements are carried out appropriately, considering environmental impact as well as health and safety requirements.
- 2.2 The objective is to provide tenants with clear guidance with the requirements of seeking and being granted permission before any works are carried out to the property.

3 Regulatory Framework and Context

- 3.1 The Social Housing (Regulation) Act applies to Social Housing Providers and are aimed at Social Housing tenants.
- 3.2 The Regulator of Social Housing regard councillors as responsible for overview that providers' businesses are managed effectively and that providers comply with all regulatory requirements.
- 3.3 As part of the new consumer regulation regime, from April 2023, the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how social housing landlords in England are doing at providing good quality homes and services.
- 3.4 The TSM's associated with this Policy are:
 - TP04 – Satisfaction that the home is well maintained
 - TP05 – Satisfaction that the home is safe

4 Related and Relevant Legislation and Documents

- 4.1 The following Legislation has been taken into consideration:
 - Landlord & Tenant Act 1927
 - Health and Safety at Work Act 1974

- Housing Act 1985
- Local Authorities (Compensation & improvements) Regulations 1994
- Equalities Act 2010

4.2 This policy links to and should be read in conjunction with the following documents:

- MDH Tenancy Agreement
- MDH Recharges Policy
- MDH Tenant Compensation Policy
- MDH Tenants Handbook

5 Definitions

5.1 For the purposes of this policy, the following definitions apply:

- **Tenant** – means any person, that has a tenancy agreement with the Council or is a leaseholder with the Council as a registered provider;
- **Council Property** – means any land/property owned by the council either as the freehold or leasehold owner;
- **An ‘alteration’** – is where the tenant alters, removes or replaces any of the existing building fabric, its grounds or boundaries;
- **An ‘improvement’** – is where the tenant:-
 - Replaces a MDDC fixture or fitting with one of their own which is of a higher standard, or equal but more modern standard;
 - Installs an item where there is none at present, for example, a new shower;
 - Extends the floor area of the property in any way, for example, a conservatory or porch; or
 - Carry’s out external decoration.
- **Fixture** – items which are attached to and form part of the land and/or buildings which are therefore included as part of the property.
- **Fittings** – do not form part of the land, but may be any item that is free standing or hung by a nail or hook.

5.2 For the purposes of compensation for tenants’ improvements, any item must be a council standard replacement. This is because the Council stocks a limited amount of materials, so a uniform stock is vital to maintaining a good value service for tenants.

5.3 Alterations could lead to a re-assessment/grading of your property which could result in increases in rent (e.g. if there is an increase in bedroom spaces).

6 Permission Requests

- 6.1 All permission requests must be made in writing or on line via the Mid Devon Website. The applicant must not make any improvements without written consent from MDH. All requests will be considered subject to conditions.
- 6.2 When carrying out alteration and improvement works to their homes tenants must use a qualified contractor. Part of the request for permission will include the need to provide details of who is intending to carry out the work.
- 6.3 Only secure tenants will be allowed to make improvements and structural alterations to a property. However, introductory tenants will be given a discretionary right to apply for permission to carry out improvements (not structural), for example to address a health and safety need, where the works are of a very minor nature, or are reasonably required to enable good tenancy management. These will be considered on an individual basis. Common examples include:
- Fencing where there is none;
 - A small shed to store gardening equipment or bikes; or
 - An over bath mixer shower where there has been a change in mobility or medical needs since the start of the tenancy.
- 6.4 All works to the property must be completed to an appropriate standard of workmanship, within a reasonable time and in accordance with any other conditions contained in the written consent. The tenant is required to notify the Neighbourhood Team when works have been completed.
- 6.5 MDH will not be responsible for any costs associated with any works or future maintenance for any alterations or improvements made by tenants. This includes any alterations made by previous tenants that were accepted by current tenants as a result of a mutual exchange.
- 6.6 If a tenant intends to restore or reinstate an existing fixture on termination of their tenancy they must agree to store the original fixture in a safe and secure environment where it will not deteriorate or be damaged. MDH will not be responsible for any costs incurred.
- 6.7 Tenants are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works they carry out.
- 6.8 MDH will provide a copy of any information held on their boundary mapping and asbestos register about that property, as applicable.

- 6.9 Where the proposed alteration, for example fencing, is not a like for like replacement, or the boundary position is not clear, or the existing ownership is not clear, this should be set out within the request in order that an inspection can take place to clarify this. There is an expectation that tenants will consult with their neighbours before and during works to avoid any conflict.
- 6.10 Where there is no management asbestos survey on file, MDH may arrange for a 'Refurbishment and Demolition Asbestos Survey' or 'Management Survey' to be completed. Works should not commence until this has been completed and the results shared. This will need to be done before any refurbishment or demolition work, internal or external, where structural alterations or improvements are carried out. Tenants have a legal duty to share this information with contractors prior to any works commencing.
- 6.11 Permission will normally be granted subject to the following conditions:
- Where Planning Permission, Building Regulations, Listed Building consent and/or any other statutory approvals are required, the tenant will be responsible for obtaining these at their own expense and providing MDH as landlord, with the original copies before works commence;
 - Where Building Regulations approval is required, the tenant is requested to provide MDH as landlord, with the original copy of the Completion Certificate after the work has been inspected and approved by Building Control;
 - Where work on gas and/or electricity supplies is involved, the tenant is required to provide originals of the safety inspection certificates issued on completion of the work;
 - Any work undertaken on party walls or boundaries complies with the Party Wall Act;
 - Any damage caused to other parts of the property or neighbouring properties during or as a result of any works carried out will be made good by MDH at the tenant's expense;
 - Any improvements or alterations made to a MDH property must be returned to a suitable standard as outlined in the Tenancy Agreement when a tenant vacates their property unless agreed otherwise. Where a tenant does not comply with this, they will be recharged to bring the property back to an acceptable standard;
 - If the improvement affects neighbouring properties, for example, fencing or walls along a boundary line or a gate on a shared footpath, the tenant will be required to consult with neighbouring properties;
 - That there are no breaches of the tenancy agreement, for example rent arrears;
 - Prior to carrying out any works an asbestos survey must be carried out by a suitably qualified asbestos surveyor and the report shared with MDH. Any asbestos discovered, which may be disturbed, is to be managed during the works by a suitably qualified, or for the higher risk asbestos containing materials, a licensed asbestos contractor;
 - The tenant is required to supply MDH with copies of waste consignment notes;
 - MDH reserves the right to withdraw any permission granted where it has resulted in causing a nuisance to others. The tenant will be given every opportunity to put things right prior to permission being withdrawn.
 - Depending on the type of work proposed, additional conditions or restrictions may be applied. This is to ensure that the works are carried out to the required standard and/or

to limit the environmental impact on adjacent properties or areas. If a tenant questions the reason why conditions are applied MDH will show that the conditions are reasonable.

6.12 Examples of structural alterations or improvements include but not limited to:-

- The installation, removal or replacement of any walls, doors and floors;
- The erection of Conservatories, extensions, porches or loft conversions;
- The building of any parking space, dropped kerbs, hard standing, patio, conservatory or similar structure;
- Any new outbuildings, for example sheds, greenhouses, aviaries, decking or fencing or the replacement of these;
- The removal or planting of trees;
- The replacement of a kitchen or bathroom suite including the installation of a shower, bath and mixer taps;
- The fitting of an aerial or satellite dish to the property;
- Any electrical, gas or heating installation or alterations;
- The creation of a pond;
- Installation of an outside tap;
- External decoration; and
- The installation of satellite dishes and TV aerials.

6.13 Until MDH receives confirmation that the works have been completed and have received all requested documentation, photographs or completed a post-work inspection, any permission given is provisional and can be withdrawn if the agreed actions have not been completed.

7 Permission Refusals

7.1 Permission will not be unreasonably withheld, however it will be refused if the intended work:-

- Makes the property unsafe;
- Significantly increases the risk of leaks or damage to other parts of the home;
- Reduces the living space (except where a Statement of Need makes a recommendation to adapt a property);
- Breaches planning, building or conservation area regulations;
- Does not comply with relevant regulations, for example, health and safety;
- Reduces the value of the property;
- Appears unsightly or out of keeping with the character of the development or surroundings;
- May result in making the property difficult to let in the future;
- Restricts access to service points such as stopcocks;
- May cause potential structural, shading or access issues to existing or future solar photo voltaic installations; or
- It is detrimental to the property.

- 7.2 Where permission has been refused, the tenant may submit revised proposals for consideration.

8 Aerials and Satellite Dishes

- 8.1 Tenants are expected to apply for permission to erect a satellite dish or aerial at their property. Where permission is granted MDH expects the aerial or satellite dish to be sited in a way that minimises its visual impact on the external appearance of the building and is of an appropriate size. Any aerials or dishes no longer required should be removed.

9 Laminated and Wooden Flooring

- 9.1 A tenant must seek permission before installing laminated or wooden flooring. The type of property will be considered for its suitability before granting permission. If flooring is laid without permission, the tenant may be asked to remove it.
- 9.2 Permission will not be granted for laminated, wooden or hard flooring to be laid in upstairs flats due to noise transference to lower properties.
- 9.3 Where permission is granted to install this type of flooring, this will be subject to the tenant installing adequate insulation to prevent noise transferring into neighbouring properties. MDH reserves the right to inspect this insulation before the new flooring is laid. If the flooring contributes to or increases noise nuisance to neighbours, the tenant may be asked to remove it. In such circumstances, MDH will not be liable for any cost of its removal or its replacement with an alternative form of floor covering.
- 9.4 If works need to be carried out to a tenant's home which requires tenant installed flooring to be removed or lifted, MDH will not be liable for the cost of its removal, replacement or the cost of relaying it. The tenant will be responsible for lifting up any flooring prior to any repair or maintenance works being carried out and relaying it once the works are complete.

10 Retrospective and conditional consent

- 10.1 A tenant who does not apply for written consent before carrying out work will be required to seek written retrospective consent, once MDH becomes aware of the issue.
- 10.2 A tenant who has been refused permission but continued to carry out works may be required to reinstate the property to its original condition. Failure to do so will result in MDH arranging for the works to be undertaken. The tenant will be recharged for the full costs of reinstating the property and the cost of rectifying any defects or damage resulting from the works.
- 10.3 In cases where the safety and integrity of the structure and/or the Health and Safety of the tenant, any household members, visitors or members of the public are at risk, the Council will arrange for all necessary works to be undertaken. The cost of the work and any other associated costs will be recharged to the tenant.

- 10.4 Consent for improvements may be given by MDH subject to certain conditions. Failure by a tenant to satisfy a condition imposed by MDH shall be treated as a breach of the tenancy agreement.
- 10.5 Where prior consent has not been given and the tenant has undergone works, they will be responsible for any charges relating to planning permissions, obtaining certificates or building control charges at their own expense where applicable.
- 10.6 All recharges will be dealt with in line with MDH's Recharge Policy.

11 Building Regulations and Planning Permissions

- 11.1 Some types of improvement, for example a porch, garages, sheds, extensions, satellite dishes and fencing, may need planning permission. Extra planning restrictions apply if a tenant lives in a conservation area. When a request is received, the Neighbourhood Officer will send details to Planning Services to establish if any building regulations or planning permissions are required.
- 11.2 Where building regulations or planning permissions are required it is the responsibility of the tenant to make an application and pay any fee for Planning permission before the works commence.
- 11.3 Improvements may need building control approval, whether planning permission is needed or not. This is to ensure good construction standards are adhered to. Where required it is the responsibility of the tenant to seek advice from Building Control before any works commence.

12 Dropped Kerbs and Parking Spaces

- 12.1 If a tenant wishes to install a parking space on the property they must first confirm if planning consent or building regulations apply. The tenant is responsible for any costs from the Planning and Building Control Services.
- 12.2 If a dropped kerb is required the tenant must consult with Devon County Council in the first instance and apply for permission to the Highways Agency. MDH will not grant consent for a parking space that does not have permission for a dropped kerb from the Highways Agency if one is required.

13 Post Work Checks and Inspections

- 13.1 On completion of any improvement or alteration, the tenant should contact MDH to advise of this, providing any relevant completion certificates or photographs.
- 13.2 Where applicable, MDH will arrange for a post-work inspection to confirm that the work is as agreed and completed to a suitable standard.

14 Right to Compensation for Improvements

- 14.1 A Secure tenant may be eligible to apply for compensation for qualifying improvements on termination of tenancy, as set out within The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994. Further information can be found in the MDH Tenant Compensation Policy.
- 14.2 When making a claim for compensation tenants must ensure that:-
- The claim contains sufficient information for MDH to determine the claim; and
 - The claim is made in writing within the period starting 28 days before, and ending 14 days after, the tenancy comes to an end.
- 14.3 Rent arrears, or other monies due to MDH when the tenancy ends (including any costs MDH may incur by failure of the tenant to abide to the terms of the tenancy agreement when vacating the property) will be deducted from any compensation payment due under the policy.
- 14.4 No compensation will be paid if there was a court order for possession of the property in place based on breach of tenant's obligations.
- 14.5 No compensation will be paid if the tenant had not applied for and obtained written consent from MDH for the qualifying improvement or the improvement was replaced during its notional life.

15 Freehold, Leasehold and Former Council Property Requests

- 15.1 When a request is received from leaseholders or freeholders to make any improvements or structural alterations approval will be granted subject to the request being allowed under the conditions of the conveyance or lease. The freeholder or leaseholder will be responsible for checking if planning permission or building regulations approval are required and for any costs related to the works.
- 15.2 Properties purchased through the Right to Buy Scheme often hold a restrictive covenant within the deeds, setting out that permission from MDH must be sought for any external or some significant internal alterations. Where permission is granted, a legal cost is incurred, in order to add the permission to the legal packet.

16 Appeals/Disputes

- 16.1 Requests are initially considered in accordance with policy by a central customer support team, and any exceptional circumstances raised may be escalated to a manager or Neighbourhood Officer to consider a discretionary decision.

- 16.2 Disputes can be dealt with informally by phone, email or letter, should a tenant wish to discuss this with their Neighbourhood Officer or a Repairs Officer. Tenants will be further encouraged at this point to set out any exceptional circumstances to be considered.
- 16.3 Disputes can be formally dealt with as a service request.
- 16.4 Tenants have a right to dispute or appeal a decision if they feel that MDH has not met its legal or statutory requirements, or if there is evidence that there has been a service failure.
- 16.5 First-time disputes or appeals cannot be dealt with as formal complaints in the first instance.

17 Complaints

- 17.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.
- 17.2 If things do go wrong the council is committed to:
- Dealing with complaints and comments quickly and effectively; and
 - Using complaints, comments and compliments to review and improve our services
- 17.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.
- 17.4 The Housing Ombudsman Service advise that a complaint must be defined as:
- 'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*
- 17.5 Where a tenant considers that the council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.
- 17.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service. Leaseholders may contact the Local Government & Social Care Ombudsman.

17.7 MDH’s complaints procedure is detailed on Mid Devon District Council website: [Feedback and Complaints](#)

18 Equality Impact Assessments

18.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.

19 Summary of Additions and Policy Amendments

The following Policy amendments have been made:

Date	Amendment Made	Amendment Authorised by
25.10.2024	Change of Policy title to Tenant Alterations and Improvements to Council Property Policy. Purpose: to better reflect purpose and scope of the policy	Simon Newcombe – Head of Housing and Health
25.10.2024	New Clause 1.1 - Under the Landlord & Tenant Act 1927 and the Housing Act 1985, council tenants are entitled to make alterations and improvements to their home if they have gained written consent from their landlord. Purpose: to more clearly reflect relevant existing legislation and requirements	Simon Newcombe – Head of Housing and Health
25.10.2024	New clause – 5.2 For the purposes of compensation for tenants’ improvements, any item must be a council standard replacement. This is because the Council stocks a limited amount of materials, so a uniform stock is vital to maintaining a good value service for tenants. Purpose: to provide clarification for tenants and reflect existing asset management policy and procedure	Simon Newcombe – Head of Housing and Health
25.10.2024	New clause – 5.3 Alterations could lead to a re-assessment/grading of your property which could result in increases in rent (e.g. if there is an increase in bedroom spaces). Purpose: to provide clarification for tenants	Simon Newcombe – Head of Housing and Health
25.10.2024	Amendment to clause 6.1 - All permission requests must be made in writing or on line via the Mid Devon Website. Purpose: to reflect updated procedure and different, more flexible means of contacting the Council	Simon Newcombe – Head of Housing and Health
25.10.2024	Amendment to clause 5.2 - Remove reference to flexible tenancies: Purpose: to	Simon Newcombe – Head of Housing and Health

Date	Amendment Made	Amendment Authorised by
	align with the Cabinet decision to remove these types of tenancies	
25.10.2024	Amendment to clause 5.8 Where there is no management asbestos survey on file, MDH may arrange for a 'Refurbishment and Demolition Asbestos Survey' or 'Management Survey' to be completed. Works should not commence until this has been completed and the results shared. This will need to be done before any refurbishment or demolition work, internal or external, where structural alterations or improvements are carried out. Tenants have a legal duty to share this information with contractors prior to any works commencing. Purpose: to reflect recently updated and adopted MDH Asbestos Management Plan 2024	Simon Newcombe – Head of Housing and Health
25.10.2024	Amendment to clause 6.5 MDH will not be responsible for any costs associated with any works or future maintenance for any alterations or improvements made by tenants. This includes any alterations made by previous tenants that were accepted by current tenants as a result of a mutual exchange. Purpose: to provide clarification for tenants	Simon Newcombe – Head of Housing and Health
25.10.2024	Amendment to clause 6.8 MDH will provide a copy of any information held on their boundary mapping and asbestos register about that property, as applicable. Purpose: to reflect current procedure	Simon Newcombe – Head of Housing and Health
25.10.2024	New bullet point in clause 6.11 Prior to carrying out any works an asbestos survey must be carried out by a suitably qualified asbestos surveyor and the report shared with MDCC. Any asbestos discovered, which may be disturbed, is to be managed during the works by a suitably qualified, or for the higher risk asbestos containing materials, a licensed asbestos contractor. Purpose: to reflect recently updated and adopted MDH Asbestos Management Plan 2024	Simon Newcombe – Head of Housing and Health
25.10.2024	Amended bullet point in clause 6.11 The tenant is required to supply MDH with copies of waste consignment notes. Purpose: to reflect recently updated and adopted MDH Asbestos Management Plan 2024	Simon Newcombe – Head of Housing and Health

Date	Amendment Made	Amendment Authorised by
25.10.2024	Amended bullet point in clause 6.11 Depending on the type of work proposed, additional conditions or restrictions may be applied. This is to ensure that the works are carried out to the required standard and/or to limit the environmental impact on adjacent properties or areas. If a tenant questions the reason why conditions are applied MDH will show that the conditions are reasonable. Purpose: to provide clarification for tenants	Simon Newcombe – Head of Housing and Health
25.10.2024	New section 12 and clauses – 12.1 If a tenant wishes to install a parking space on the property they must first confirm if planning consent or building regulations apply. The tenant is responsible for any costs from the Planning and Building Control Services. Purpose: to provide clarification for tenants and reflect current procedure for tenants with these installations. 12.2 If a dropped kerb is required the tenant must consult with Devon County Council in the first instance and apply for permission to the Highways Agency. MDH will not grant consent for a parking space that does not have permission for a dropped kerb from the Highways Agency if one is required. Purpose: to provide clarification for tenants and reflect current procedure	Simon Newcombe – Head of Housing and Health
25.10.2024	New section and clauses – 13.1 On completion of any improvement or alteration, the tenant should contact MDH to advise of this, providing any relevant completion certificates or photographs. Purpose: to provide clarification for tenants and reflect current procedure 13.2 Where applicable, MDH will arrange for a post-work inspection to confirm that the work is as agreed and completed to a suitable standard. Purpose: to provide clarification for tenants and reflect current procedure	Simon Newcombe – Head of Housing and Health
25.10.2024	New clause 15.2 Properties purchased through the Right to Buy Scheme often hold a restrictive covenant within the	Simon Newcombe – Head of Housing and Health

Date	Amendment Made	Amendment Authorised by
	deeds, setting out that permission from MDH must be sought for any external or some significant internal alterations. Where permission is granted, a legal cost is incurred, in order to add the permission to the legal packet. Purpose: to provide clarification for tenants and reflect current compensation policy	
	Removed section 17 - Move Version Control to front sheet and add delegated decision statement. Change review period to 5 years. Purpose: for consistency with latest MDH policy template and format	Simon Newcombe – Head of Housing and Health