# TENANTS ALTERATIONS, IMPROVEMENTS & COMPENSATION POLICY

| Date Approved | Proposed Review Date |
|---|---|
| June 2026 | June 2029 |
| **Chair Person/Office Bearers Signature:** | |

**CASSILTOUN HOUSING ASSOCIATION LTD**
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**CASSILTOUN HOUSING ASSOCIATION LIMITED**

**TENANTS ALTERATIONS, IMPROVEMENTS & COMPENSATION POLICY**

This policy supersedes the previous "Tenants Alterations & Improvements Policy", which was previoulsy approved, and Maintenance Procedure Note No. 3, which has been incorporated into the new policy. The Policy has been developed to allow tenants to make alterations to their homes subject to the Association's written permission and any conditions laid down.

In preparing this policy, the Association has incorporated provisions of the following: -

- Housing (Scotland) Act 2001; &
- The Scottish Secure Tenants (Compensation for Improvements Regulations 2002 ("the Regulations").

The policy defines which works qualify as "improvement works" under the terms of the Regulations and are therefore eligible for compensation at the end of the tenancy.

## 1. ALTERATIONS & IMPROVEMENTS

Any request to carry out alterations or improvements must be made in writing by the tenant to the Association on a Standard Association Application Form for the purpose. Permission to carry out the requested alteration or improvement will not be unreasonably withheld.

However, Association's Technical Team shall vet any request for the following reasons: -

- To safeguard the building, e.g. to ensure structural walls are not tampered with, heavy brick fireplaces are not putting extra loading on the floor/ceilings, gas pipes and electrical wires are safely and securely installed and appliances are suitable for the property;

- To give the tenant the right to compensation if they leave the property with the alteration/improvement intact;

- To ensure no alterations or improvements are carried out during contractors defect liability periods;

- To advise tenants when building warrants or planning permission are required;

- To encourage tenants to improve their home at the same time as advising them on the best materials and/or most efficient methods.

Where the alterations request involves the construction of a structure within common areas such as a shed or boundary fence the tenant must also demonstrate that they have reached agreement with all tenants within the property and any adjacent properties.

Where unauthorised alterations or improvements are discovered, formal permission may be granted and recorded retrospectively. However, if the standard of workmanship required by the Association has not been reached, any unauthorised alterations shall be removed and suitably disposed of by the person responsible for the structure within 7 days of notification by the Association. Thereafter the Association will remove it and recharge the cost of the removal to the tenant concerned.

The fitting of TV satellite dishes by tenants to the exterior of buildings is not allowable. However the Association will, upon receiving a prior written request, not unreasonably withhold permission to fit the dish within the confines of a front or back garden at ground level. Where the applicant is resident within a tenement building s/he must demonstrate that s/he has sought the written agreement of other tenants within the close prior to the Association allowing consent.

The consent will always be subject to the satisfactory cabling of the installation by the company supplying the satellite dish which will be sealed so as not to allow any ingress of water to the fabric of the building. Cabling will also have to be fixed to the building in a neat fashion not allowing cabling to hang unsecured from the building. If and when the cabling is removed the tenant will be responsible for the satisfactory reinstatement of the building where cabling has been removed.

Any written request to make alterations should be replied to within 28 days of the date of receipt, where after, automatic permission will be deemed to have been granted. Where permission has been refused, the tenant may appeal against the decision in writing to the Association's Asset Manager within 28 days of being notified. Any subsequent appeal would be dealt with through the Association's normal appeals procedure.

## 2. COMPENSATION FOR QUALIFYING IMPROVEMENT WORK

Improvement work is any work that consists of the installation or replacement of an item as set out in the appendix is best described as 'straight line depreciation'. Payment of compensation would be subject to the following conditions: -

a) Compensation shall not be payable when the compensation amount payable is less than £100 and where the tenancy ends in one or more of the following circumstances:

- Where tenant has been evicted;
- Where tenants home has been subject to demolition;
- Where tenants home has been transferred to alternative landlord;
- Where tenant has exercised right to buy; or

- Where the Association has granted tenant a new tenancy, whether alone or jointly, of the same house.

b) Where the cost of the improvement work was excessive, or the improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life for that improvement; or the improvement effected by the work is of a higher quality than it would have been had the landlord effected it, then the Association may deduct from the amount of compensation calculated such sum as is reasonable in order to take into account of these factors.

c) Where the improvement effected by the work has deteriorated at a rate lower than that provided for in the notional life for that improvement the landlord may add to the amount of compensation calculated such sum as is reasonable in order to take this into account.

d) Compensation shall not be payable to the extent that the amount of compensation would exceed £4,000 per improvement.

**APPENDIX**

## QUALIFYING IMPROVEMENT WORK AND NOTIONAL LIFE

| Item | Notional life in years |
|---|---|
| Bath or shower | 12 |
| Cavity wall insulation | 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 |
| WC | 12 |
| Work surfaces for food preparation | 10 |

**Calculation of compensation**

The amount of compensation payable for qualifying improvement work shall be calculated in accordance with the formula: -

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

Where: -

**C** = the cost of the improvement work from which shall be deducted the amount of any grant made under: -

- The Housing (Scotland) Act 1987; and
- The Home Energy Efficiency Scheme Regulations 1997;

**N** = The notional life of the improvement effected by the work; and

**Y** = The number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends. For the purposes of this paragraph part of a year shall be counted as a year.