

# East Devon District Council

## Improvements to Council Properties Policy

Version 1

Officer Responsible: Property and Assets Manager

Authorised by the Housing Review Board on 3<sup>rd</sup> March 2018

### **1 Previous Policies/Strategies**

N/A

### **2 Why has the council introduced this policy?**

This policy outlines the approach of East Devon District Council (EDDC), 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.

### **3 What is the council's policy?**

#### **3.1. Introduction**

This policy statement outlines the approach of East Devon District Council (EDDC), 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.

#### **3.2. Scope**

Requests relating to structural alterations and improvements to Council properties. It covers the following points and should be read in conjunction with the related documents as stated below:-

- Permission requests and refusals
- Satellite dishes and aerials
- Laminated and wooden flooring
- Retrospective and conditional consents
- Building regulations and planning permissions
- Right to compensation for improvements
- Freehold and leasehold requests

#### **3.3. Related Documents**

- Tenancy Agreement
- Recharge Policy

#### **3.4. Definitions**

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 EDDC fixture or fitting with one of their own which is of a higher quality or 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;
- the carrying out of external decoration

"Fixture" means items which are attached to and form part of the land and/or buildings which are therefore included as part of the property.

### **3.5. Permission requests**

**3.5.1** All permission requests must be made in writing (by post or email). The applicant must not make any improvements without written consent from the Council. All requests will be considered subject to conditions.

**3.5.2** Only secure tenants will be allowed to make improvements and structural alterations to a property. However, introductory and flexible 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. These will be considered on an individual basis.

**3.5.3** For those tenants who are on an introductory tenancy, the Council may allow them to erect fences, install a sky dish or other basic improvements at the Councils' discretion.

**3.5.4** All works to the property must be completed to an acceptable standard of workmanship, within a reasonable time and in accordance with any other conditions contained within the written consent. The tenant is required to notify the Technical Assistant when works have been completed.

**3.5.5** The Council will not be responsible for any costs associated with any works or future maintenance.

**3.5.6** If a tenant intends to restore or reinstate an existing fixture on termination of their tenancy. The tenant must agree to store the original fixture in a safe and secure environment where it will not deteriorate or be damaged. The Council will not be responsible for any costs incurred.

**3.5.7** Where a tenant applies in writing and includes a clear description of the proposed works with a detailed plan and any other relevant information requested. The Council will arrange for an appropriate refurbishment & demolition asbestos survey to take place to identify whether there is any asbestos present and whether the proposed alternation or

improvement will disturb any asbestos identified. The tenant must not carry out any work until such survey has taken place.

**3.5.8** Where the alteration or improvement is likely or will disturb any asbestos the tenant must arrange for a suitably licenced asbestos removal contractor to carry out the work under fully controlled conditions. The Council will not pay for this to take place. Where asbestos is removed during such work, the tenant will supply the Compliance Surveyor with a copy of the waste consignment note from the asbestos removal contractor.

**3.5.9** Permission will normally be granted subject to the following conditions:

- Where Planning Permission, Building Regulations and/or any other statutory approvals are required, the tenant will be responsible for obtaining these and providing the Housing Service as landlord, with the original copies before works commence.
- Where Building Regulations approval is required, the tenant is requested to provide the Housing Service 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 at the tenant's expense.
- 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. Where the tenant erects a new fence along a shared footpath, the Council will insist that a gate is installed to allow access.
- That there are no breaches of the tenancy agreement, for example rent arrears.
- The Council 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.

### **3.6. Permission refusals**

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

- Makes the property unsafe;
- 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;
- It is detrimental to the property

**3.6.2** We do not allow tenants' permission for the following:-

- The installation of a dog/cat flaps in flat entrance doors which open into a communal hallway or where the installation will affect the integrity of the door, for example a fire rated door
- Dog/cat flaps in composite external doors
- Solar panels/tiles on their properties
- Wood burner where the property already has gas central heating installed or where the installation will decrease the energy performance rating of the property

**3.7. Satellite dishes and aerials**

Tenants are expected to apply for permission to erect a satellite dish or aerial at their property. Where permission is granted the Council 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.

**3.8. Laminated and wooden flooring**

**3.8.1** 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.

**3.8.2** 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. The Council 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, the Council will not be liable for any cost of its removal or its replacement with an alternative form of floor covering.

**3.8.3** If works need to be carried out to a tenant's home which requires the above flooring to be removed or lifted, the Council 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.

**3.9. Retrospective and conditional consent**

- 3.9.1** A tenant who does not apply for written consent before carrying out work will be required to seek written retrospective consent, once the Council becomes aware of the issue.
- 3.9.2** A tenant who has been refused permission but continued to carry out works will be required to reinstate the property to its original condition. Failure to do so will result in the Council 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.
- 3.9.3** 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.
- 3.9.4** Consent for improvements may be given by the Council subject to certain conditions. Failure by a tenant to satisfy a condition imposed by the Council shall be treated as a breach of the tenancy agreement.
- 3.9.5** All recharges will be dealt with in line with the Council's Recharge Policy.

### **3.10. Building regulations and Planning Permissions**

- 3.10.1** 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.
- 3.10.2** Where building regulations or planning permissions may be required it is the responsibility of the tenant to enquire whether such applications are required for the requested work, to make such applications and to pay all necessary fees. All statutory approvals must be in place prior to any work commencing.
- 3.10.3** 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.

### **3.11. Freehold and leasehold requests**

- 3.11.1** 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. Where building regulations or planning permissions may be required it is the responsibility of the freeholder or leaseholder to enquire whether such applications are required for the requested work, to make such applications and to pay all necessary

fees. All statutory approvals must be in place prior to any work commencing.

- 4 Equality impact considerations** – the policy is medium relevance to equality if it has a big impact on residents and users of the service

**Medium**

- 5 Appendices and other relevant information**

N/A

- 6 Who authorised the policy/strategy and date of authorisation.**

Housing Review Board

- 7 Related Policies/Strategies, Procedures and Legislation**

EDDC Tenancy Agreement; EDDC Recharge Policy

- 8 Policy date for review and responsible officer**

December 2020 – The Senior Technical Officer (Asset Management & Compliance)