

Policy Owner	Christian Blackbeard	Business Area	Housing Services
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Alterations and Improvements Policy

1.0 Aim / Purpose of the Policy

- 1.1 The aim of this policy is to set out how we will manage requests from our existing customers when they want to make alterations and new improvements to their home and to ensure that our customers' homes are not detrimentally affected by any proposed changes. The homes owned by Coastline are our major financial asset and as such, require good management by Coastline in order to keep them in good repair and of quality that meets and exceeds modern-day standards.
- 1.2 We want our customers to be proud of their home and for their home to be "fit for the future". We want to make sure that our customers have an easy and straightforward process to understand if they can make an improvement or alteration to their home. We will be as flexible as possible and ensure that these alterations are of benefit to our asset and overall housing stock, improving its condition and value by making sure any additional works are completed safely, professionally and to a high standard.

2.0 Background / Introduction

- 2.1 Our planned works investment programme, enables replacement programmes to significantly improve customers' homes to a high standard through works which include replacement kitchens, bathrooms, heating and energy efficiency upgrades, including safety improvement works. Our aim is to also deal with customer requests in a fair and consistent way.
- 2.2 This policy covers our General Needs, Housing for Older People and our customers living in the Extra Care scheme. It does not cover our short-term Supported housing or freeholders. Leasehold and Shared Ownership is covered by a separate policy. If there is any variance between this policy and the terms and conditions within a tenancy agreement, then the tenancy agreement will take precedence.
- 2.3 The policy covers:
- The responsibilities of customers and Coastline
 - Improvements or alterations that can be undertaken by customers without permission
 - How to gain consent from us for improvements or alterations
 - When we will refuse permission for an improvement or alteration
 - Our approach when we become aware that a customer has already made alterations to their home without consent
 - How we will deal with a failure to comply by a customer
 - The ongoing repairs and maintenance of any approved improvement and alteration.
 - The right to compensation
- 2.4 A customer improvement or alteration can be defined as:
- Where a customer removes an existing Coastline fixture or fitting within the property

- Where a customer replaces any Coastline fixture or fitting with one of their own
- Where a customer makes any change to the existing fabric of the building, the grounds of their home, the boundaries or adjacent land not within the tenancy. E.g. landscaping land for parking or erecting a fence.

3.0 Legislation, Statutory Regulatory duties & references

3.1 We understand that our customers have different needs and we want to ensure our customers are treated fairly. We will make sure that every request from a customer is reviewed and considered based on the individual needs of that customer.

3.2 Equality and diversity issues have been considered in this Policy.. In addition, Data Protection and Health and Safety issues have also been considered. Adherence to this policy and associated procedures will therefore ensure compliance with relevant legislation listed below and any subsequent updates:

- Housing Act 1985,1988, 1996, 1998, 2004
- Landlord & Tenant Act 1985
- Equalities Act 2010
- Data Protection Act 2018
- Localism Act 2011
- Right to Repair Regulations 1994
- Environmental Protection Act 1990
- The Building & Controls Regulations 2010 (as amended)
- Fire Safety Act 2021
- The Fire Safety (England) Regulations 2022
- Regulatory Reform (Fire Safety) Order 2005
- Building Safety Act 2022
- Defective Premises Act 1972
- Health & Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Lifting Operations and Lifting Equipment Regulations 1998
- Coastline Tenancy Agreements
- Gas Safety (Installations and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Control of Asbestos Regulations 2012
- Construction Design & Management Regulations 2015 (CDM)
- Control of Substances Hazardous to Health (COSHH) Regulations 2002
- HHSRS

4.0 Responsibilities

4.1 Customer Responsibilities

4.1.1 It is the responsibility of the customer to gain written consent from us prior to any works being carried out. Only customers with an Assured Tenancy have the right to apply to have alterations or improvements to their home. Customers with a License to Occupy or Assured Shorthold Tenancy are not permitted to carry out alterations or improvements.

4.1.2 It is the responsibility of the customer to complete a webform or My Coastline CRM request and submit at their own cost, full details of the proposed works, including any architectural or technical drawings or other technical assessments where appropriate.

4.2 Coastline Responsibilities

4.2.1 We will acknowledge requests from customers within ten working days of receiving a fully completed application form. Assuming all the information required has been supplied, we will notify the customer of a decision within 20 working days.

4.2.2 We may need to inspect the customers home prior to the consent and/or commencement of any work being carried out. In some cases, this may also include the need for an Asbestos survey – this will also be our responsibility but the customer will be required to cover the cost of this survey. Depending on the nature of the work, we may also include the need for an inspection after the work is complete.

5.0 Permissions

5.1 Improvements or alterations that can be undertaken by customers without permission

5.1.1 We want our customers to look after their homes and be able to undertake a limited number of minor improvements without the need for permission. These alterations and improvements are detailed in Appendix A and include improvements such as:

- Painting the internal walls of their home
- Replacing any floor covering with like for like in their home ..

For all other improvements or alterations not detailed in Appendix A, we request that customers contact Coastline first or check our website/knowledge base.

5.2 Alterations that need permission

5.2.2 We will consider granting permission for alterations and property improvements whether they are large or small. These are listed in Appendix A and whilst not exhaustive, examples may include:

- The fitting of additional electrical sockets and fittings
- Sheds, greenhouses and outhouses
- Fences
- Kitchen units
- Certain floor coverings (other than carpet)

5.2.3 We will also sympathetically consider environmental and garden improvements, including landscaping where these changes will improve the quality of life of families, particularly where a member of the household has a disability or life limiting illness. Where necessary, we may require any of these alterations to be removed when the tenancy comes to an end and this will be the sole decision of Coastline.

5.2.4 If we grant the appropriate permission, we will expect customers to appoint their own fully certified contractor to quote and complete the work, but this must be subject to prior approval by Coastline. Coastline may decide that some complex alterations need to be completed by one of our approved contractors. If this is the case we will agree a cost with you which is to be paid in advance of the work being carried out.

5.3 Refusing permission

5.3.1 In some cases, we may need to decline permission for an alteration or improvement. We will refuse permission to an alteration or improvement where:

- The customer is currently within the probationary period of their tenancy or within the final 12-months of a Fixed Term tenancy agreement
- The proposed work may reduce the overall value of the home
- The proposed work will breach any planning, building or Health & Safety regulations or any other legislation
- The proposed works are detrimental to the overall structure or fabric of the building
- The proposed works may have an impact on the chargeable rent (change in the number of bedrooms)
- The home is still within its new build guarantee (NHBC) and any proposed work could invalidate this
- The environmental impact of the proposed work may be detrimental to the surrounding neighbourhood
- The proposed work will impact on the health and safety of anyone living in or around the home
- That the proposed work could create additional ongoing costs for Coastline
- The proposed work will negatively impact on the energy performance of the home
- Likely to negatively impact neighbours and increased likelihood of objections and /or complaints being raised

Where a request is refused, we will provide an explanation.

5.3.2 Where we do refuse permission, the customer may submit revised proposals for further consideration. Examples of alterations and improvements where we will refuse permission are listed in Appendix A and again, whilst not exhaustive include:

- Conservatories or lean-to constructions
- The removal of internal walls
- Decking
- Solid fuel fires or wood-burners
- Replacement windows or doors
- Removal of internal doors
- Painting of the exterior
- Room in roof/loft conversions
- Subdivision of rooms

5.3.3 Coastline are committed to improving energy efficiency of our rented homes and are targeting all our homes to reach an Energy Performance Certificate (EPC) rating of band C and above by 2028 where we will be carrying this ambitious programme of work as part of our planned improvement work. This is our responsibility and as such, do not want customers to carry out this work themselves.

5.4 **Where a customer has made alterations to their home without permission**

5.4.1 Where we have identified that an existing customer has made alterations or improvements to their home without permission; the customer will be required to submit an application via a webform or MY Coastline for retrospective permission if they want the improvement or alteration to be considered to be allowed to remain.

5.4.2 We will carry out an inspection of the existing works where necessary and require evidence from the customer in relation to this work which may include (but is not limited to) details of planning permission, certification of work and any health & safety information. We will then give full consideration to any changes made once we have the full details of the change and decide whether it is appropriate to grant any permission retrospectively.

5.4.3 If the customer is unable to supply the evidence required, then we will assess whether the alteration or improvement can remain in place or if the home needs to be returned to its original condition.

5.4.4 Where unauthorised alterations or improvements are identified in an existing customer's home during the Mutual Exchange process we will consider whether legal action is reasonable and we may decide to suspend the Mutual Exchange application until the investigation into the works has been resolved.

6.0 Failure to comply with this policy

6.1 Where retrospective permission is refused, the customer will be required to reinstate the home to its original condition at their own cost within the stated timescale. A caution for breach of tenancy will be issued and the customer given a reasonable timescale to comply with our instruction. However, if the alteration or improvement is a safety risk, immediate action will be required to reinstate and this will be charged to the customer.

6.2 If a customer is refused permission but they proceed anyway then the customer will be required to meet the costs of reinstating the home to its original condition. The use of court action may be necessary to:

- Gain access to assess and complete any reinstatement work
- Obtain a court injunction
- Terminate the customers tenancy for a breach of their tenancy agreement

6.3 All costs relating to the remedial work carried out by us together with any legal costs will be fully recoverable from the customer at fault. Coastline will also not accept any liability for injury or damage caused because of improvements or alterations carried out without our permission.

7.0 Repairs and maintenance of any approved improvements & alterations

7.1 Where an improvement or alteration to a home has been approved by Coastline, it is the responsibility of the customer for any ongoing repairs and maintenance of these improvements.

7.2 We do have the right to carry out any immediate remedial work if any alteration or improvement poses an urgent Health and Safety risk and in doing so, the cost of any of this work will be the responsibility of the customer. This may include the repair or removal of the alteration or returning the home to its original condition.

7.3 If an alteration or improvement by a customer causes damage to a neighbour's home, boundary structure or communal space, then we will carry out repairs to fix the damage and recharge the customer making the alteration or improvement for the cost of the work.

8.0 Customers who transferred from Kerrier District Council to Coastline

8.1 Customers who transferred from Kerrier District Council to Coastline must still not carry out any improvements without written consent, however, consent must not be unreasonably withheld as detailed in the Housing Act 1985. These customers may have protected rights that relate to Secure tenancy legislation and potentially give the customer the right to be paid compensation by us when the tenancy comes to an end. Entitlement for compensation will be considered, providing the improvements carried out were with our consent prior to the works being started and that we were also satisfied and had approved the completed works.

8.2 Not all improvements carried out in a customer's home will qualify for compensation - qualifying improvements will need to have added rental value to the property for compensation to be considered.

9.0 Service standards, monitoring and review

9.1 The policy will be made widely available to customers and stakeholders via an appropriate range of online and printed communication platforms.

9.2 We will review customer feedback and identify areas for service improvement on a continuous basis so that we improve the services being delivered.

9.3 The policy will be reviewed every three years or earlier where there are changes in legislation or regulations.

10.0 Linked / associated policies and other references

10.1 Below is a list of linked or associated Coastline documents and to which our employees, contractors and other individuals are required to comply, as appropriate:

- Adaptations Policy
- Coastline Group Complaints Policy
- Tenancy Agreements
- Goodwill Payments Policy / Compensation Guidelines
- Customer Improvements Procedure