



RCH Policy: Alterations to Property and Compensation

Policy Owner	Property Services Director
Policy Manager	Property Services Repairs & Investment Manager
Approval Body	Social Landlord Operations Committee
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This policy can be made available, on request, in different languages and in other formats such as large print, audio format and braille as required.

1. Scope

This is a River Clyde Homes Policy and therefore applies to Staff, Board and Committee members of River Clyde Homes.

2. Introduction

This policy outlines the broad principles that will be used by River Clyde Homes (RCH) in the management of alterations, improvements, and where appropriate compensation, taking account of statutory and regulatory requirements.

Under the Housing (Scotland) Act 2001 and the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 tenants have the right to make improvements to a property, subject to a permission request. RCH as landlord cannot unreasonably withhold consent but any consent may be subject to conditions.

3. Policy Statement and Responsibilities

Applying for Permission

A tenant wishing to carry out alterations to their home must first apply for permission to RCH, in writing. RCH has produced a pro-forma application (attached to this policy), outlining the minimum information required.

RCH will respond in writing to the tenant within 28 days of the application being made. If River Clyde Homes as landlord gives consent to tenants for alterations or improvements, there is a requirement from the tenant to comply with any conditions set down by RCH, and any statutory or regulatory requirements in relation to planning consents and building warrants. Any proposed works should be carried out by a competent contractor in accordance with all relevant building regulations.

Permission Review and Associated Costs

Permission requests will be reviewed by River Clyde Homes on a case-by-case basis and if any additional technical inspection or input is required, the tenant may be liable to pay a set fee for the professional and administrative function with regard to any alterations or improvements.

These fees are currently set at £100.00 but may be subject to change. Permission requests will be subject to a 30-day timescale for acknowledgment.

Refusal for the Alteration

If RCH refuses consent, it will outline its reasons clearly and precisely. If the landlord refuses permission, the tenant has the right to appeal to the Sheriff Court. Compensation can only be paid if the landlord has agreed to the improvements through the 'Permission for Alteration/Improvement Application' form. Refer to 'Appendix 1'.

Compensation for Improvement

If consent is granted from River Clyde Homes, the approval will outline if the proposed alteration is eligible for any compensation at the end of tenancy under the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations 2002 and 'Notional Life' will be taken into consideration. Refer to 'Appendix 2'.

River Clyde Homes operates a statutory scheme for reimbursement of certain costs against specific improvements carried out by a tenant. The compensation is paid at the End of Tenancy.

i) Compensation claiming

Provided written permission to carry out the improvement was obtained from River Clyde Homes, compensation can be claimed in writing 28 days before the actual end of tenancy date or up to 21 days after the tenancy has ended for all relevant works. Where a tenancy is ended because River Clyde Homes has taken legal action for recovery of the premises, the tenant shall not receive compensation.

ii) Deceased tenant

When a tenant dies, the executor who ends the tenancy can claim for compensation, with any payment going to the deceased tenants' estate.

iii) Succession to tenancy

Any successor to a tenancy can claim compensation at the end of their tenancy, not at the time of succession.

iv) Settling the claim

River Clyde Homes will endeavour to settle the claim within 28 days of the tenancy ending or receipt of the application, should it be after the tenancy date.

Types of Improvements

Tenants can claim compensation for certain improvements which were started on or after 30 September 2002.

These include installing, replacing or fitting:

- a full kitchen
- a kitchen sink
- storage cabinets in kitchen
- work surfaces for preparing food

- a full bathroom suite
- a bath or shower
- a wash-hand basin
- a toilet
- storage cabinets in bathroom
- mechanical ventilation in bathrooms and kitchens
- pipes, water tanks or cylinders
- thermostatic radiator valves
- loft insulation
- cavity wall insulation
- sound proofing / insulation
- double glazing, or fitting secondary glazing
- external windows
- draught-proofing external doors or windows
- rewiring, providing power or lighting, or adding other electrical fixtures
- security measures other than burglar alarms
- space or water heating

Tenants must make a claim in writing to River Clyde Homes within the period starting 28 days before and ending 21 days after their tenancy comes to an end. If in doubt, tenants should contact River Clyde Homes on how to claim.

When claiming the tenant must have the original letter that granted authorisation as well as any receipts / invoices in relation to the alteration as proof.

Costs which cannot be Claimed

There are costs, which cannot be claimed, and are as follows:

- Tenants own D.I.Y or labour costs
- Professional Fees such as an Architect
- Planning Permission Costs
- Consent Costs under Building Regulations
- Any grant received to carry out the works

Calculation of Compensation

The amount of compensation is based on the original cost multiplied by the remaining years of the alteration 'notional life' as a percentage. A further percentage is applied depending on the condition of the alteration at the time of the inspection. Refer to 'Appendix 2' with regards to the condition and notional life of each alteration.

If an application for compensation is received after the expiry of the notional life of the improvement, the tenant will not be eligible for compensation. The maximum payout will be £3,000.00 for any one improvement.

How Home Payment is Made

Compensation payments will be made by bank transfer and any outstanding former tenant debt owed to River Clyde Homes will be deducted from the compensation amount.

Dispute

Any dispute about the level of compensation or refusal of an application must be made in writing and will be processed in accordance with the Complaints Policy.

Appeals

In the event that the tenant rejects the offer of compensation, the tenant can appeal within 28 days of the date of the award, in writing, to the River Clyde Homes 'Repairs & Investment Manager'.

The River Clyde Homes 'Repairs & Investment Manager' will decide to either uphold or reject the appeal. The decision of the 'Repairs & Investment Manager' will be communicated to the tenant within 5 working days.

If the appeal is rejected, the tenant can further appeal to the River Clyde Homes 'Property Services Director' within 14 days of the date of the rejected appeal.

The decision of the River Clyde Homes 'Property Services Director' is final. No appeal will be heard out with the appeal timetable i.e., within 28 days from the original decision and 14 days of the first stage appeal.

4. Equality, Diversity and Inclusion

RCH have completed an 'Equality Impact Assessment' and will apply this policy fairly and consistently.

In implementing this policy, we will not directly or indirectly discriminate against any person or group of people because of their race, religion or belief, gender, disability, age, sexual orientation, or any other grounds. Our commitment to equality and fairness will apply irrespective of factors such as age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or other personal attributes.

5. Review

This policy will be reviewed in its entirety every 3 years, unless an earlier review is required due to changes in legal, regulatory or best practice requirements, or because monitoring and reporting reveals that a change in policy is required sooner.

Appendix 1: Permission for Alterations Form



Clyde View
22 Pottery Street
Greenock
PA15 2UZ

Permission for Alterations Form

1. PLEASE GIVE FULL NAME(S)	
2. ADDRESS OF PROPERTY TO BE ALTERED / IMPROVED	
3. PLEASE PROVIDE CONTACT DETAILS (TELEPHONE NUMBER AND EMAIL ADDRESS)	
4. Are YOU A RIVER CLYDE HOMES TENANT, AN OWNER OCCUPIER WHO IS FACTORED BY RIVER CLYDE HOMES, OR OTHER?	
5. WHEN DO YOU PLAN TO CARRY OUT THE WORK?	

To ensure that this application is promptly dealt with, please give full details. See notes below as a general guide.

NOTES:

1. *OUTBUILDINGS: INCLUDE PLANS, SIZES AND DETAILS OF MATERIAL USED IN CONSTRUCTION.*
2. *CONVERSIONS: INCLUDE PLANS, GIVE ACCOMMODATION BOTH PRIOR TO AND AFTER CONSTRUCTION.*
3. *CENTRAL HEATING: INCLUDE PLANS, GIVE MANUFACTURER, TYPE, NUMBER AND POSITION OF RADIATORS.*
4. *OTHERS: INCLUDE PLANS, GIVE FULL DETAILS AS POSSIBLE.*

5. DETAILS OF ALTERATION / IMPROVEMENT

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6. If YOUR ALTERATION / IMPROVEMENT INVOLVES CHANGING OR TAKING OUT EXISTING FITTINGS, PLEASE GIVE A BRIEF DESCRIPTION OF THESE FITTINGS.

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7. COPIES OF BUILDING WARRANT, PLANNING PERMISSIONS (WHERE NECESSARY) AND APPROVED PLANS ARE REQUIRED IN ORDER FOR US TO PROCESS YOUR APPLICATION. PLEASE TICK IF YOU HAVE ENCLOSED THE FOLLOWING DOCUMENTATION.

BUILDING WARRANT	<input type="checkbox"/>
PLANNING PERMISSION	<input type="checkbox"/>
APPROVED DRAWINGS / PLANS	<input type="checkbox"/>

8. I UNDERSTAND AND ACCEPT THAT NO WORK SHOULD BE CARRIED OUT UNTIL WRITTEN PERMISSION IS RECEIVED BY RIVER CLYDE HOMES.

SIGNATURE(S)

.....

DATE:

PLEASE HAND DELIVER OR POST BY RECORDED DELIVERY.

PLEASE ALLOW UP TO 28 DAYS FOR PROCESSING.

Appendix 2: Condition and Notional Life

Each item of work included in the compensation scheme will be categorised under the following conditions which acts as a percentage of the overall cost.

Condition	Percentage
Good	100%
Fair	50%
Poor	15%
At Risk	0%

Each item of work included in the compensation scheme has a “Notional Life”, i.e., the number of years of expected use.

Description	Notional Life
Full Kitchen	10 Years
Full Bathroom Suite	15 Years
Bath or Shower	15 years
Wash Hand Basin	15 years
Toilet	15 years
Kitchen Sink	10 years
Storage cupboards in bathroom or kitchen and work surfaces for food preparation	10 years
Space or Water Heating	15 years
Thermostatic Radiator Valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft Insulation	20 years
Cavity Wall Insulation	20 years
Draught proofing of external doors or windows	5 years
Double glazing or other window replacement or secondary glazing	20 years
Rewiring or the provision of power and lighting or other electrical fittings	15 years
Security measures, excluding burglar alarm system	10 years
Sound Proofing / Insulation	25 years
Installation of mechanical ventilation in bathrooms & kitchens	15 years

Appendix 3: Alteration Exceptions

Below is a list of alterations where River Clyde Homes would not grant permission, however, if in doubt, filling out the Permission for Alterations Form would be the first course of action.

- Loft Flooring
- Loft Conversions
- Demolishing of internal walls or cupboards
- Room partition dividers
- Removal of fire doors
- Wooden decking at front of property