Policy Name:	Alterations
Lead Directorate:	Technical
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APPROVAL PROCESS FOR CURRENT VERSION

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1. Introduction

1.1. An alteration is defined as a change, removal or replacement of the original fabric of the building, its grounds, boundaries and/ or fixtures and fittings provided by Poplar HARCA.

1.2. Poplar HARCA has a responsibility to protect our properties and health, safety and wellbeing of everybody living, working or visiting our buildings. We also have a duty to ensure that its activities provide value for money.

1.3. It is important that the tenant, leaseholder, or license holder can make the most of their property and, within reason, adapt it to suit their needs. For this reason Poplar HARCA will not needlessly refuse permission for alterations.

1.4. This policy sets out the parameters for applying for permission to alter a property and for granting or refusing permission for the requested alterations.

2. When permission is required

2.1. Permission is required before carrying out any alterations to a Poplar HARCA property (tenanted or leasehold). Alterations include:

- Changes to the layout of the property such as dividing rooms; removing walls, replacing internal doors with archways or making the property open plan; installing an additional toilet or wash hand basin
- Extending the property
- Dividing the property to create more than one dwelling or reversing a knock through
- Carrying out a loft conversion, or using a loft for any purpose
- Any works to change the existing heating, gas, plumbing or electrical systems within the property
- Replacing, modifying or removing windows or doors or fitting security grilles.
- Changing or altering electrical fittings, or installing electrical items where they did not previously exist (e.g. electric showers)
- Painting the external areas of the property or communal areas outside the property
- Putting up a satellite dish
- Putting up outbuildings and sheds
- This is not an exhaustive list. If there is any doubt, permission should be sought

2.2. In addition, Poplar HARCA tenants must seek prior written consent for the following:

- Replacing kitchen fixtures and fittings
- Replacing bathroom fixtures and fittings e.g. mixer taps
- Installing a shower in the bathroom where one did not exist previously
- Replacing boilers
- Installing hard flooring such as laminate or ceramic tiles

3. When permission is not required

3.1. Permission is not required for the some works, including:

- Decorative works within the property
- Changing locks to windows handles and external doors
- Replacing glass in windows
- Installing carpet or vinyl flooring

3.2. In addition, Poplar HARCA leaseholders may carry out the following works without written consent if there is no need to alter the existing supplies or services:

- Replacing kitchen fixtures and fittings
- Replacing bathroom fixtures and fittings
- Replacing boilers on individual heating systems

The conditions listed under item 5 "granting permission" must still be met.

4. Applying for permission

4.1. Requests for permission to alter a property must be made via the Home Alteration Form (email, My HARCA portal or post) to Poplar HARCA's Asset Investment Team.

4.2. Applications must include a detailed specification and, where necessary, plans and drawings.

4.3. An administration fee may be payable. Details are provided on Poplar HARCA's website and are available from the Asset Investment Team.

4.4. A response will be issued within ten working days. If the application is complicated and/ or requires additional time to assess, an interim response will be issued.

5. Granting permission

5.1. Poplar HARCA recognises that alterations are important to residents and other lease/ license holders and therefore, wherever possible permission will be granted.

5.2. Alterations will usually be agreed subject to the following conditions:

- The full cost of the works including all relevant statutory fees etc. will be met by the occupant

- All future maintenance works and costs relating to the alterations/ major works will be met by the occupant

- No alterations may trespass on an area such as land, loft space, or other space not included in the demise of the tenancy or lease agreement, unless Poplar HARCA agrees a new tenancy or lease which includes the area to be built into, for which Poplar HARCA will charge a premium based on a valuation of the area by its surveyor.

- Permission for a leaseholder to change windows or doors which form part of their demise of the property will be given on the condition that:

    i. The new windows or doors match the profile and fenestration of the existing windows or doors of the building
    ii. Doors meet the required fire certification and the installers are accredited. Poplar HARCA can provide a specification on request and will require copies of the certification
    iii. The leaseholder remains responsible for their share of the cost of maintaining and replacing windows and doors to other parts of the building including other dwellings and communal areas

- The works must comply with all statutory regulations and relevant codes of practice including Planning Permission and Building Control Approval where necessary.

- All works must be undertaken by competent contractors/ operatives.

- All works to the gas and hot water installations must be undertaken by a Gas Safe registered contractor. An appropriate test certificate must be sent to the Asset Investment Team on completion of the works.

- All the electrical works must be undertaken by an NICEIC registered electrical contractor who must also be Part P (Building Control) compliant. An appropriate test certificate must be sent to the Asset Investment Team on completion of the works.

- Contractors/ operatives must be fully insured and copies of their Public Liability and Employers Liability insurance must be sent to the Asset Investment Team before works commence.

- Access is to be maintained to all drainage installations including providing access points for maintenance purposes.

- The occupant is responsible for ensuring that there are no asbestos containing materials in the work area. A full asbestos survey (Refurbishment and Demolition) must be undertaken before works begin. If asbestos containing materials are found, they must be encapsulated or removed by an approved asbestos removal contractor. Details of such works must be reported to Property Services.

- Any damage to Poplar HARCA maintained fixtures, fittings or finishes must be made good to Poplar HARCA's satisfaction at the applicant's expense.

- The works are to be carried out between 8 am and 6 pm Monday to Friday with no works being undertaken at weekends or on Bank Holidays.

- All associated waste is disposed of promptly in the correct way. No waste materials should be left in communal or external areas.

- Where permission is granted, laminate flooring must be of a "click and lock" type and must not be permanently attached to the floor.

- Depending on the type and extent of the works being proposed, additional conditions or restrictions may apply.

5.3. If conditions of permission are not met, the tenant, leaseholder or license-holder may be required to reinstate the property to its original condition at their own cost.

6. Refusing permission

6.1. Permission for alterations will be refused if the proposed works:

- will threaten the health, safety or wellbeing of other residents or users of the building
- are detrimental to the structure or long term maintenance of the property
- will breach, statutory, regulatory, planning and/ or building regulations
- will be likely to have a significant environmental impact to the detriment of the surrounding area

6.2. Where permission is refused a written explanation will be provided.

6.3. The applicant may submit a revised proposal or appeal against the decision via Poplar HARCA's complaints procedure.

7. Alterations without permission

7.1. If an alteration has been carried out without consent, an application should be made retrospectively.

7.2. Where permission has not been granted and works do not meet the required standards, the occupant will be required to restore the property to its original condition at their own expense.

7.3. If it is believed that there is a serious risk to the integrity of the structure, or to the health and safety of the resident, visitors to the property or the public, Poplar HARCA may carry out works. The resident or lease/ license holder will be liable for all costs associated with these works.

8. Compensation for improvements

8.1. This policy does not affect a tenant's statutory rights.

8.2. In some circumstances, social tenants may be able to apply for compensation for certain improvements they have made to their home during their tenancy.

8.3. Eligible improvements may include:

- Loft insulation
- Installing a new kitchen
- Installing a new bathroom suite

8.4. Tenants can apply for compensation for improvements when their tenancy ends.

8.5. Compensation for improvements will only be considered if written permission was sought and granted at the time the improvement was carried out.

8.6. Private tenants, leaseholders and license holders are not eligible for compensation for improvements.

9. Policy review

9.1. Policies are reviewed every 5 years or sooner if they no longer reflect best practice.

Appendix - Impact assessment

How does the policy contribute to Poplar HARCA's aims?	By clearly setting out Poplar HARCA's approach to ensuring that the structural integrity of our properties is maintained and that the health, safety and wellbeing of those who live, work and visit our properties is safeguarded. It also ensures that the cost of the alteration is the responsibility of the occupant, and does not adversely impact Poplar HARCA, its tenants or leaseholders.
Which group(s) of people will benefit from the policy? If any group could be disadvantaged, what is the mitigation or justification?	All groups benefit from this policy in terms of health & safety and value for money. There is no evidence to suggest that any group will be disadvantaged by this policy as the default position is that Poplar HARCA will comply with its contractual obligations to all residents.
How have residents been involved in developing the policy? If they have not been involved, why not?	There is no scope for resident involvement other than Board approval. The policy is a statement of our requirement for works to be approved by suitably qualified members of staff and for works to meet all statutory obligations. This reduces fire risk and protects the health and safety of other users of the building, as well as the structure of the building. The policy also ensures that Poplar HARCA, its tenants and leaseholders are not financially disadvantaged by alterations carried out by other occupants.
How will the policy be monitored and measured? (e.g. performance indicators?)	Means of monitoring have been built into the Association's procedures.
If any, what are the Value for Money implications?	No concerns about value for money have been identified. The onus is on the person requesting permission to alter their property to meet all the costs of the alteration, future maintenance requirements and other associated expenditure.

Will personal data be collected, stored, used, or shared? If yes, has a privacy impact assessment been carried out.	