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ORBIT

PROPERTY IMPROVEMENT POLICY

Executive Summary	<p>SCOPE: This Policy outlines the key principles in managing requests from customers to carry out improvement works to their Orbit property at their own expense and by their own arrangement. It applies to all tenures and should be followed in conjunction with the relevant procedures and linked policies.</p> <p>It does not include requests for aids and adaptations to allow customers with disabilities or specific needs to live independently in their own home – this is covered by Orbit’s Aids and Adaptations Policy.</p> <p>The Compensation Policy sets out the circumstances when a customer may be entitled to compensation for improvements when they leave a property.</p> <p>The Rechargeable Repairs Policy sets out costs we can recover if the customer carries out repairs without consent or where they do not meet the conditions or quality expected and Orbit has to carry out remedial works.</p> <p>Reference to “Orbit” means Orbit Group which consists of Orbit Group Limited, Heart of England Housing Association Limited, Orbit South Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Limited.</p>
Summary of changes	N/a
Approved by	Customer Services SMT – January 2019 Customer and Communities Board – May 2019
EA completed	A full Equality Analysis was conducted in line with our standard procedures for policies. The actions required are for information to be made available in different formats and to collect and analyse data on customer requests for any trends / impact on certain groups.
DPIA completed	A DPIA was completed on 21 November 2018 and identified data held in our housing and document management systems may be subject to risks which have been mitigated by our firewalls and network securities.
Explain how customers have been involved.	Customers have been involved in the formulation of this policy by gathering insight from the Customer Service Improvement Group 16 October 2018 and also through capturing insight from reviews of past property improvement requests.
Consultation	Customers, Property Management, Property Services, Tenancy

	Services, and Finance.
Applies to	Property Management including Homeownership, Tenancy Services, Property Investment, Capital Delivery and Responsive Repairs.

1. INTRODUCTION

- 1.1. Orbit recognises that customers who have secure tenancies have the right to carry out improvements to their home by virtue of Section 97 of the Housing Act 1985. Tenancy agreement extends this right to assured tenancies of self-contained accommodation. Orbit has extended this right with some of its Assured tenants, where their agreement relates to a self-contained dwelling. The definitions of a tenancy include shared ownership leaseholders.
- 1.2 Customers who have Licenses or Short-hold tenancy agreements are not permitted to carry out qualifying improvements to their home, as detailed in 3.8.
- 1.3 Customers who have other agreements such as leases and equity loans should refer to the terms and conditions in their lease or loan agreements for guidance. However, it is usual for these to contain a restriction on altering the property without Orbit's consent. A similar restriction may apply to freehold properties in the conditions attached to the transfer deed.
- 1.4 Orbit will allow improvements and alterations but before carrying out this work, requests must be in writing and approved by Orbit. This approval will be subject to the criteria detailed in this policy, which will not be unreasonably withheld.
- 1.5 Customers with disabilities or specific needs can request permission to adapt their property or have aids fitted to make sure they can use their home comfortably and maintain an independent lifestyle.

Requests for this type of work including but, not limited to, fitting hand rails, grab rails, lever taps; installing ramps, level access showers and stair lifts are assessed and managed separately in line with Orbit's **Aids and Adaptations Policy**.

2. POLICY

- 2.1 This Policy defines the purpose, principles and key roles and responsibilities within Orbit for managing property improvements. It sets out the approach to how we will manage customer requests and defines related criterion.
- 2.2 'Improvement' is defined as, "any alteration, or addition to, a dwelling" and includes additions or alteration to landlords fixtures and fittings, alteration to the services to the dwelling, the erection of a wireless or television aerial and the carrying out of external decoration. Examples of improvements include; installing a shower, fitting double-glazing, erecting a shed, fence or garage or fitting a new kitchen.
- 2.3 Orbit will:
 - 2.3.1. Provide policy and guidance, by which customers will be able to make approved improvements or alterations to their home;

2.3.2. Publish clear guidance on each stage of the process and what service the customer can expect to receive from Orbit. Orbit reserves the right to charge an administration fee to cover the costs of processing an application for improvement and will publish detail of the fees on our website.

2.3.3. Explain to customers what the next steps are in the event they are refused permission to undertake improvement works;

2.3.4. Treat any application for non-qualifying improvements or alterations on their individual merits;

2.3.5. Reply to all applications seeking consent within a reasonable timescale;

2.3.6. Not unreasonably withhold consent for an improvement or alteration;

2.3.7. Provide a clear written statement detailing the reason for any refusal of consent;

2.3.8. Involve customers in monitoring and reviewing the Property Improvement policy on an ongoing basis.

2.4 Consent to carry out improvements

2.4.1. Customers may not carry out a qualifying improvement without the written consent from Orbit. Orbit cannot unreasonably withhold consent. In extenuating circumstances consent can be given retrospectively after the improvement has taken place (Section 98 (3) Housing Act 1985), although this will be advised against due to the risk of such consent not being granted. Consent to carry out an improvement must be referred to and granted by a Property Manager or Orbit's Property Management Team.

2.4.2. Where it is required, failure to obtain Orbit's prior written permission, or to comply with any conditions Orbit imposes within written permission, will be considered a breach of tenancy, lease, loan or transfer agreement which Orbit reserves the right to issue legal proceedings and seek to reclaim reinstatement costs. In the event of customers undertaking alterations or improvements that result in loss of life, injury or structural damage, criminal charges could be brought to the customer.

2.5 Conditional consent

2.5.1. If conditional consent is granted, those conditions must be reasonable. Where the conditions imposed are unreasonable Orbit will be deemed to have withheld permission unreasonably. Failure by a customer to satisfy a reasonable condition imposed by Orbit in giving consent shall be treated as a breach of tenancy conditions (Housing Act, 1985 Section 99 (4)).

2.5.2. Depending on the nature of the works, conditional consent may include, reinstatement when the tenancy is terminated, Building Control & Planning Permission, Fire Regulation, Housing Health and Safety Rating System and Gas & Electrical compliance. It will always be subject to the customer ensuring the work is

carried out by an appropriately qualified and insured contractor and for providing evidence that any conditions attached to the consent have been met.

2.5.3. Where a customer has rent arrears, Orbit will reserve the right to withhold consent until the arrears are cleared other than in exceptional circumstances.

2.6 Refusal of consent

2.6.1. Where a customer applies in writing for permission to carry out an improvement, Orbit, if refusing consent, will provide the tenant with a written statement of why permission has not been granted. If Orbit neither gives nor refuses permission within a reasonable time, consent will be taken to have been refused.

2.7 Right of appeal

2.7.1. If a customer feels that their application has been refused unreasonably, they should, in the first instance, make an appeal to Orbit detailing the reasons they consider the decision unreasonable. This case will be reviewed and the complaint processed in line with Orbit's published complaints policy and procedure.

2.7.2. Customers who have the right to carry out improvements to their home by virtue of Section 97 of the Housing Act 1985, may apply to the County Court under section 110 of the Housing Act 1985 if they feel that permission has been unreasonably withheld or if permission has been granted and unreasonable conditions attached. In determining whether permission has been unreasonably withheld the court will have regard to the extent to which the improvement would be likely:

- To make the dwelling , or any other premises less safe to occupiers;
- To cause Orbit to incur expenditure which it would be unlikely to incur if the improvement were not made, or;
- To reduce the price which the dwelling would fetch if sold on the open market or the rent which Orbit would be able to charge on letting the dwelling.

2.8 Improvements and subsequent rents

2.8.1. Where a customer makes an improvement at their own expense Orbit cannot take the improvement into account when increasing the rent. Where Orbit has contributed to the cost of the improvement the rent may be increased in proportion to the amount contributed.

2.9 Compensation

2.9.1. In certain circumstances, Orbit may make a payment to the outgoing tenancy holder or their successors at the end of a tenancy in respect of improvements carried out with consent, however, there is no obligation to do so (Housing Act 1985, section 100). Requests for compensation will be assessed subject to the works that have been undertaken, devaluation and what was originally agreed as part of the permission to undertake the works, and comply with our compensation policy.

2.9.2 Shared ownership, leaseholders and equity loan customers will not be eligible for compensation but the terms of the agreement may specify that the improvements do not form part of Orbit's equity share and will usually be separately identified in valuations for buying additional shares or loan redemptions, subject to the wording of their agreement. However, customers may still be required to contribute to the costs of similar works through their service charges where these form part of the landlord obligations to maintain under their lease agreement.

3. QUALIFYING IMPROVEMENTS AND PERMISSIONS

- 3.1 Customers must comply with all legislation, (local planning laws, building regulations, fire safety and other applicable legislation) and Orbit policy in all circumstances.
- 3.2 Work must always be carried out by a qualified tradesperson. Authorisation will not be granted until evidence of professional accreditation for the relevant tradespersons is produced by the customer.
- 3.3 If the proposed improvement is not listed below, customers must still obtain written permission from Orbit and these cases will be considered on an individual basis.
- 3.4 Maintenance of all customer own improvements is the responsibility of the customer and must always be carried out by a qualified tradesperson.
- 3.5 Orbit will not be held liable for defective, perished or failed materials and poor design or fitting resulting from customer improvements nor for personal injury or property damage claims.
- 3.6 Customers will be charged for any damage they have caused to the fabric of the building either during or after the work resulting in the need for Orbit to return the property to its original state.
- 3.7 **Non-qualifying Improvements: Customers may undertake the following improvements without obtaining permission from Orbit:**
 - Small-scale garden landscaping, as long as no plumbing or electrical works are involved, and no service access points are impeded e.g. decking covering manholes or inspection chambers (ponds are detailed below)
 - Changing pendant light fittings by a competent person. We do not allow the fitting of inset lights, or the changing of kitchen and bathroom sealed unit lighting, for safety reasons.
 - Straightforward DIY tasks such as shelving or picture-hanging.
 - Decoration and internal soft furnishings such as curtain fittings and blinds.
 - Fitting of carpets.
 - Laminate flooring, (not permitted in flats and maisonettes or in any kitchen or bathrooms) must not impede service access points. We will not be responsible for re-fitting if laminate flooring has to be removed to complete any inspection or repair we need to undertake.
 - Installation of white goods where services are already provided.

- Fixing of television aerials (excluding satellite dishes) on an individual house, except where local planning restrictions apply. You must check with your local authority before proceeding.
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- Fitting a water meter or Smart meter.

3.8 Qualifying Improvements: Written permission (in advance of work being undertaken) is needed for:

- Changes to windows and external doors, including the fitting of pet doors.
- Renewal or major changes to kitchens and bathrooms; we will make certain stipulations to ensure the improvements meet our own specification standards.
- Changes to heating or cooking methods, particularly the fitting of a gas cooker where the supply is not already available.
- Electrical work such as additional sockets, additional lighting, installation of CCTV. These works will need to be carried out by appropriately qualified tradesmen, who will need to provide relevant certificates on completion of the works.
- The installation of showers of all types, and additional tiling.
- Installation of any gas meter or supply where live gas is not already present
- Telephone or cable service installation.
- Any shed, where none existed before. Customers must check on [the Planning Portal](#) and with their local authority for conditions and restrictions in advance of construction. Please refer to customer responsibilities on the Orbit website.
- Satellite dishes on any property due to conservation issues and other factors such as external wall insulation
- TV aerials on blocks of flats; this includes connection or upgrade to Sky Q. You must also check if you need permission from your local authority.
- External decoration
- Conservatories, porches, lean-tos, garages, and carports.
- Alterations to water supplies or drainage pipes.
- The erection of hedges, fences or walls (restrictions may apply to the type and height of fencing you can choose). Please refer to customer responsibilities on the Orbit website.
- Dropped kerbs, new driveways or off-road parking.
- Changing of internal doors or door furniture in any property. Fire legislation may apply to the type of doors installed; you must also check with local authority Building Control before proceeding. Safety regulations must be adhered to.

Details of the work to be carried out e.g. plans, measurements, consents etc. and any relevant certification must be provided **in advance** of the above works being undertaken. Where building regulations have to be met consent will be conditional.

3.9 Orbit will not give permission for rented customers for the following but will consider these as Qualifying Improvements for shared owners, leaseholder, equity loan customers and Freeholders:

- Work involving gas pipe work and heating systems

- Open flue appliances, wood burner stoves and opening up chimneys
- The installation of solar and photo voltaic panels
- Work which involves the structure of the home
- Loft extensions or boarding-out for storage
- Removing internal walls or division of living spaces
- Laminate flooring in flats and maisonettes or in the kitchens or bathrooms of any property or any permanent flooring that impedes service access points
- Any work involving a party wall or boundary.
- Converting windows into patio doors
- Alterations to communal areas/gardens
- Leaseholders are not permitted to alter or replace fire protection & detection elements e.g., flat entrance and internal fire doors, smoke detection, sounders and installing automatic opening doors.
- Ponds of any depth

The above lists are not exhaustive. If in doubt customers must contact the Customer Service Centre to seek clarification.

4. EQUALITY AND DIVERSITY

- 4.1 Orbit policies are developed in line with our **Equality and Diversity policy** approach. An Equality Analysis has been conducted and is available on request.

5. COMPLAINTS

- 5.1 Anyone is able to make a complaint about the service they have received and this is managed under our **Complaints Policy**.

6. DATA PROTECTION

- 6.1 Orbit policies and procedures are developed in line with our Data Protection policy and associated procedures, in order to comply with legal obligations and treat people fairly whenever we are processing personal data. Personal data is any information from which an individual can be identified, either on its own or with the addition of other information, and processing refers to anything that can be done to that data, including collecting, storing, using, analysing, sharing and deleting it.

A Data Protection Impact Assessment (DPIA) should be carried out before policies and procedures that potentially pose a high risk due to the nature of the data processing are finalised and implemented.

Everyone whose data is processed by Orbit has rights around their data, including the right to access their data, and to object to the way it is processed. More information on how and why we process data, and how people can exercise their rights is in our full Privacy Policy on our website at www.orbit.org.uk/privacy-policy/.

7. MONITORING AND ACCOUNTABILITY

- 7.1 Compliance with this policy will be monitored by the Property Management team.

8. REVIEW

- 8.1 We will carry out a fundamental review of this policy every three years or sooner subject to legal, regulatory changes or if internal changes require.