

# Home Improvements and Alterations Policy

---



This policy will apply to the following entities:

Legal & General Affordable Homes Limited (LGAH Propco)  
Legal & General Affordable Homes (SO) LLP (LGAH SO LLP)  
Legal & General Affordable Homes (Capital) Limited (LGAH Capital)  
Legal & General Affordable Homes (Development 3) Limited (LGAH DevCo 3)  
Legal & General Affordable Homes (Development) Limited (LGAH DevCo)  
Legal & General Affordable Homes (Development 2) Limited (LGAH DevCo 2)  
Legal & General Affordable Homes (Investment 1) Limited (LGAH InvestCo1)  
Legal & General Affordable Homes (Investment 2) Limited (LGAH InvestCo2)  
Legal & General Affordable Homes (Investment 3) Limited (LGAH InvestCo3)

## 1. Policy Introduction

This policy sets out how Legal and General Affordable Homes (LGAH) will support its residents with Home Improvements and Alterations to ensure all work to its properties are safely carried out to the required standard with minimal future maintenance requirements.

## 2. Policy Aims

- 2.1 LGAH properties are the major financial asset of the business and require robust management to keep the stock in good repair. The aim of this policy is to ensure all of LGAH's properties are not detrimentally affected by changes undertaken by its customers.
- 2.2 The policy will ensure all LGAH dwellings can only have a home improvement or alteration that has been approved by LGAH (via our network of Management Providers), benefits the asset and overall stock by ensuring the value and condition of the assets are maintained / improved and any works are completed to quality and professional standards, having due regard to all relevant Health and Safety legislation.

## 3. Legal Framework

- 3.1 LGAH is legally required to keep its dwellings in good repair. The main legislation and contract obligations applicable are:
  - Landlord and Tenant Act 1985
  - The Housing Act 2004
  - Defective Premises Act 1972
  - Health and Safety at Work Act 1974•
  - Gas Safety (Installations and Use) Regulations 1998
  - Electrical Equipment (Safety) Regulations 1994
  - Control of Asbestos Regulations 2012
  - The Regulatory Reform (Fire Safety) Order 2005
  - Housing, Health and Safety Rating System – Housing Act 20042.2
- 3.2 As a Registered Provider, LGAH is also required to comply with The Homes and Communities Agency (HCA) regulatory framework. The regulatory standard applicable is contained within the Home Standard April 2015.
- 3.3 Only tenants of LGAH with Assured / Fixed Term Tenancies (excluding those with Assured Shorthold and Starter tenancies) have the right to carry out improvements as long as permission has been granted by LGAH as the landlord.
- 3.4 This policy is also designed with consideration of the Consumer Standard set by the Regulator of Social Housing, Particularly the Adaption standard:

#### 4. LGAH Tenancy and Lease Agreements

4.1 As well as the legal framework any request for Home Improvements must take account of the terms of the LGAH Lease and Tenancy Agreements.

4.2 The LGAH Template Apartment and House Lease states that customers are:

*“Not to:*

- *make any alterations or additions to the exterior of the Premises;*
- *make any structural alterations or structural additions to the interior of the Premises;*
- *erect any new buildings on the Premises;*
- *in any way interfere with the outside of the Building; or*
- *remove any of the Landlord’s fixtures from the Premises.*

*Not to make any alteration or addition of a non-structural nature to the interior of the Premises without the previous written consent of the Landlord (such consent not to be unreasonably withheld)”*

4.2 The Tenancy states that customers are:

*“Not carry out alterations, additions or improvements either inside or outside your home. If an alteration, addition or improvement is needed and relates to a household member's disability or ill health, you should contact us.*

*Where we give consent to alterations, additions or improvements needed due to a household member's disability or ill health, we may make our consent conditional upon the works being carried out to a certain standard and may require that you reinstate your home as it was at your own cost if you carry out any alterations or improvements without our written permission or in breach of our reasonable conditions. If you fail to reinstate when requested, we reserve the right to carry out the reinstatement ourselves and charge you the reasonable costs, reasonably incurred of doing so. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy”*

#### 5. Policy Statement

5.1 Based on the Tenancy conditions LGAH is unlikely to allow any changes to rented properties. For Shared Owners the approach will be slightly different and based on the Lease condition LGAH will not allow customers to carry out Structural alterations in their home; Non-Structural alterations will be allowed as long as Landlord Consent has been granted ; and Home Improvements can be carried out without consent.

##### **Structural**

LGAH defines the structure of the building to include the parts which support it and enclose it. This includes the foundations, external and load bearing walls, roof, beams, lintels and floors. As well as the main services within the building such as electric, plumbing and drainage.

For example we would class the following as structural changes to the property, and they would not be allowed:

- Major electrical alterations
- Major plumbing alterations
- Replacement of external doors and windows
- Changing the exterior appearance of the building including painting the exterior.
- Extensions to the property including conservatories, car ports or any other permanent structure.

- Removal of interior walls or any works to rearrange the internal layout of the property.

### **Non-Structural**

LGAH defines non-structural relating to the fixtures and fittings in the property.

For example we would class the following as non-structural:

- replacement kitchen or bathroom
- tiling or re-tiling any internal surface
- installing an electric or mixer shower, shower wall panels, shower screens, wall tiling etc
- moving individual fixtures such as lights, kitchen units, sanitary ware, baths, doors, taps or electric sockets etc
- erecting garden sheds, fences, satellite dishes, water butt or other external structures
- Laying new flooring
- Installation of services that improve the EPC rating of the dwelling or contribute to LGAH's wider sustainability strategy, for example:
  - Electrical car charging point
  - Solar panels
  - Switching to an air source heat pump

### **Home Improvements**

Example of works that do not required consent include:

- Replacing taps on sinks or baths
- Replacing fixtures such as light fittings and socket covers.
- Redecorating any internal surfaces (excluding tiles)

5.2 Requests to carry our alterations that are required as a result of a medical need, and supported by an Occupational Therapist will be considered separately, and not subject to the terms of this policy

5.3 Where consent is required customers will be required to submit at their own cost, full details of the proposed works, including architectural drawings where appropriate.

5.4 Customers will be responsible for gaining, paying for, and providing evidence that they have complied with, all the statutory and regulatory consents required for the work they are undertaking.

5.5 Customers need to supply all information about the proposal and obtain written permission from LGAH (via out network of Management Providers) before starting any work. Where required the Management Provider will refer requests to LGAH for approval.

5.6 LGAH will always expect that any changes carried out under the terms of this policy will be inspected by a representative from one our Management Providers to make sure it is in line with the proposals submitted and meet the require regulatory requirements. Where work is more complex LGAH may insist on additional inspection (at the customers expense) during or before the work is completed to ensure our requirements are satisfied.

5.7 Request that are refused will always receive a written response confirming the reason for refusal. Below is a selective (but not exhaustive) list of reasons that might lead to a refusal:

- 5.7.1 LGAH classifies the work as a Major Alteration, the definition of which will be at our discretion.
  - 5.7.2 Reduces the value of the property.
  - 5.7.3 Makes the property unsafe or presents a health and safety risk.
  - 5.7.4 Results in higher maintenance costs in the future.
  - 5.7.5 Removes amenities that LGAH have provided to make the property suitable for occupants with specific needs.
  - 5.7.6 Be extensive and difficult to supervise.
  - 5.7.7 Alters, encloses, or partitions communal areas.
  - 5.7.8 Anything that may change the level of chargeable rent
  - 5.7.9 A property is still within its new build guarantee, or defect liability period
  - 5.7.10 Where additional fees are payable to a developer
  - 5.7.11 There is a preservation order in place, i.e. for trees
  - 5.7.12 Tenancy is a short, fixed term or introductory tenancy
  - 5.7.13 There are restrictive covenants on the property and its use
  - 5.7.14 A third party has refused consent
  - 5.7.15 We do not own the land
  - 5.7.16 There is a Right to Acquire application with a live status
  - 5.7.17 There are existing rent arrears or other debt outstanding
- 5.8 As part of an application additional information may be requested only once full information has been received by the appropriate Management Provider will permission be considered.

## **Fees**

- 5.9 Charges for administering the Home Improvement and Alterations service for Shares Owners are listed in the Shared Ownership Charges Policy. This charge will be mirrored for rented customers, and the initial application fee will always be due whether or not permission is granted.
- 5.10 A higher fee will be charged for retrospective consent, to reflect the likely higher cost of processing the case.

## **Retrospective Consent**

- 5.11 Where permission has not been obtained and alterations have still been undertaken then the customer will be required to seek retrospective permission. Full details of the changes completed will be sought by LGAH to allow full consideration as to whether the alterations undertaken are acceptable; this will include any relevant certification required e.g. Electrical Test certificates.
- 5.12 Retrospective permission will only apply for alterations that comply with the conditions set out in this policy.
- 5.13 Where retrospective permission is refused the customer will need to remove the alteration and reinstate the property to its condition prior to the change. This will need to be completed before the tenancy is ended or the property sold, sooner if the alteration is a safety risk..
- 5.14 Where the tenant does not comply with an instruction to remove unauthorised alterations then LGAH may undertake the work and charge full costs of doing so. The use of court action may be necessary to either gain access; obtain court injunctions; or terminate tenancies for breach of the tenancy agreement. All and full costs incurred by LGAH and its Management Providers will be recovered from the customer at fault.

## 6. Responsibility

The **Operations Director** will have overall responsibility for ensuring this policy is implemented.

The **Head of Investment and Compliance** has responsibility for ensuring the long-term protection of the value of the LGAH PropCo Asset portfolio.

The **Head of Contract Management** has responsibility for ensuring that this policy is implemented consistently across the LGAH PropCo network of Management Providers.

The **Head of Nominations** has responsibility for liaising with local authorities to ensure properties are let as appropriately as possible to minimise the need for tenants to request and/or make alterations, and to ensure that this policy is consistently communicated during the onboarding process.

The **Head of Sales** has responsibility for ensuring that this policy is consistently communicated during the sales process.

## 7. Equality and Diversity

LGAH will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and tackle unlawful discrimination.

We are committed to helping customers to access information about their homes and services in a way that suits individual needs.

Accountable Director	Shaun Holdcroft
Approval Date	October 2024
Review Date	October 2026 <i>(or subject to any changes in regulatory, legislative and/or areas of best practise where a review is required sooner than the stipulated review date)</i>