

TENANTS & LEASEHOLDER ALTERATIONS & IMPROVEMENTS POLICY

1.0 INTRODUCTION

1.1 Cambridge City Council acknowledges that secure tenants and Leaseholders have a legal right to make alterations and improvements to their homes provided that they obtain written permission before they carry out any works. The objective of this policy is to ensure that all requests for improvements or alterations are treated fairly and consistently.

2.0 TYPES OF WORKS

2.1 Examples of works that would be assessed under this policy include:

- Installing replacement windows or doors.
- Structural works.
- Building of extensions or buildings e.g. conservatory.
- Building or removing a structure in your garden including shed, greenhouse, wall or fencing.
- Adding, altering or removing any gas, electrical or water services.
- Adding or replacing kitchen units.
- Replacing a bathroom suite or installing additional sanitary ware.
- Felling a tree in the garden.
- Installing a driveway or pavement crossing.
- Decorating the outside of the property.
- Changing flooring to laminate flooring
- Carrying out work on fireplaces
- Putting up a satellite dish

- Installing an Electrical Vehicle Charging Point (please note conditions apply, see section 3.7.1)
 - Installing CCTV (please note conditions apply, see section 3.7.2)
 - Increasing or decreasing the number of bedrooms (this list is not exhaustive)
- 2.2 Permission to lay laminate flooring or ceramic flooring in flats is usually refused unless it is on the ground floor or laid in a kitchen or bathroom that is not above a living room or bedroom. Leaseholders have the following clauses, "To keep the flat including the passages thereof substantially covered with carpets except that in the kitchen and bathroom all over cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets."

3.0 CAMBRIDGE CITY COUNCIL RESPONSIBILITIES

- 3.1 It is Cambridge City Council policy to be fair and consistent in considering requests made by tenants and Leaseholders to carry out improvements and alterations to their homes. When making decisions Cambridge City Council will consider any potential concerns for neighbouring homes and also protect its own interest in the property.
- 3.2 All decisions will be confirmed in writing.
- 3.3 Cambridge City Council will consider all applications once:
- All appropriate approvals/permissions have been obtained from the relevant department e.g. planning, building control, listed buildings etc.
 - Clearance of any rent arrears or other debts owed to, or collected by Cambridge City Council.
- 3.4 Cambridge City Council will not unreasonably withhold consent when Tenants/Leaseholders make requests to carry out alterations. If consent is unreasonably withheld, it should be treated as being given.

- 3.5 Cambridge City Council will not attach unreasonable conditions to any written permissions. Reasonable conditions include:
- Timescales for completing the requested works e.g. in accordance with guidance provided by the planning department
 - Allowing access to the property within a specified number of days of completing the works
 - Quality of materials that must be used
 - Works must be carried out by a suitably qualified person/contractor
 - Complying with relevant regulations for carrying out works
 - Leaseholders are "Not to enter any roof space above the flat, or cause, allow or permit such entry to be undertaken except in the case of emergency for dealing with wasp nests, burst water pipes and the like."
- 3.6 In the event that permission is refused, Cambridge City Council is not liable for reimbursing tenants and Leaseholders for any charges/fees incurred.
- 3.7 Cambridge City Council is not liable for any loss or damage of any alterations carried out by the tenant and Leaseholder with or without written permission.
- 3.8 Cambridge City Council will not assist with payment towards the cost of carrying out the alteration.
- 3.9 At the end of their tenancy, Cambridge City Council will consider all claims for compensation made by tenants or Leaseholder who carried out improvements to their homes with our written consent.
- 3.10 Rent will not be altered as a result of an improvement; however, certain improvements could have an effect on the value of the property.
- 3.11 Cambridge City Council aims to deal with claims for improvement compensation within 28 days of notice being given/claim being received.

- 3.12 Tenants will be recharged for any repairs that Cambridge City Council have to carry out if the repairs relate to, or arise from, alterations or improvements.
- 3.13 Cambridge City Council will endeavour to make decisions within reasonable timescales.
- 3.14 Cambridge City Council may give retrospective consent in accordance with Section 98(3) of the Housing Act 1985 (see item 6.6.1).
- 3.15 Permission is not considered as given until Cambridge City Council receives signed and dated copies of relevant letters or documents.

4.0 TENANTS AND LEASEHOLDER'S RESPONSIBILITIES

- 4.1 Tenants and Leaseholders are responsible for requesting permission in writing and for obtaining consent in writing before beginning any works. Tenants and Leaseholders can use the application form to make a request.
- 4.2 Tenants and Leaseholders are responsible for ensuring that any other permissions, approvals or licenses are obtained before beginning any works. Including:
- Building regulations
 - Planning (including conservation areas)
 - Listed building permissions
 - Gas, electricity or water companies
 - Consent to prune or fell a tree
- 4.3 Tenants and Leaseholders are responsible for complying with all reasonable conditions attached to the written permission; failure to satisfy a reasonable condition will be treated as a breach of tenancy.
- 4.4 Tenants and Leaseholders are responsible for paying any fees or charges that arise from seeking the appropriate permissions.

- 4.5 Agreed alterations to the property must be completed in a reasonable time, to an appropriate standard of workmanship and in accordance with other conditions contained in the written permission.
- 4.6 All electrical work carried out at the premises, with the exception of minor works set out in the electrical Regulation, January 2005, must be installed by a competent electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671).
- 4.7 All works relating to the installation, removal or relocating of a gas appliance must be carried out by a Gas Safe registered engineer in accordance with Gas Safety (Installation and Use) Regulations 1998.
- 4.8 All work on asbestos containing materials must be carried out by a suitably competent person, in accordance with the Control of Asbestos Regulations (CAR) 2006.
- 4.9 All plumbing works must be carried out by a suitably qualified and competent plumber.
- 4.10 For some works, tenants and Leaseholders may be required to submit relevant paperwork* including:
- Details of the contractor chosen to carry out the work. (Contractors must be suitably qualified for example registered with an appropriate trade body, insured to carry out the required work and VAT registered.
 - Confirmation in writing from the planning authorities on whether or not planning permission is necessary and that it has been obtained where necessary
 - Written proof that approval has been obtained where necessary from the local authority specifications for installations (e.g. central heating)
 - Drawings and notes for structural work, prepared by a qualified surveyor or engineer
 - Full details including plans, specifications, catalogue illustrations for supplies and materials e.g. kitchen units, replacement doors etc.

* A Surveyor will advise tenants of any further requirements when their application is being considered.

- 4.11 If a Tenant/Leaseholder intends to restore or reinstate an existing fixture on the termination of their tenancy, the Tenant/Leaseholder must agree to store the original fixture in a safe and secure environment where it will not deteriorate.
- 4.12 Tenants and Leaseholders are responsible for finding alternative accommodation, at their own expense, if they have to move out of their property during any works.
- 4.13 Tenants and Leaseholders are responsible for repairs relating to the alteration or improvement that they carried out.
- 4.14 If Cambridge City Council carry out any repairs that relate to, or arise from, alterations or improvements the Tenant/Leaseholder will be responsible for paying for any recharges.

5.0 ELECTRICAL VEHICLE CHARGING POINTS

- 5.1 If the alteration is in regard to the installation of an electrical vehicle charging point, then the following conditions will apply:
- The charging unit must only be installed on an allocated driveway within the curtilage of the property (allocated parking Space(s) and or communal parking areas are not permitted)
 - The driveway must have a dropped kerb and be of hard standing material suitable for a vehicle (please note additional permissions will be required if the drop kerb is not already in situ)
 - The EV Charging unit must be connected directly to the private electricity supply registered to the tenant/leaseholder
 - Any work undertaken shall comply with the current edition of the "Requirements for Electrical Installations IET Wiring Regulations" and all other relevant British Standards and Codes

of Practice. The Contractor carrying out the work must be an approved contractor registered with the NICEIC, NAPIT (or equivalent) and/or registered under the competent person scheme to self-certify. A certificate of completed works must be returned to the Council. The Council reserve the right to carry out inspections of any installations undertaken. Failure to comply with this condition will result in a test at the tenant's expense.

- Any work undertaken by the Council to remedy defective installations will be recharged to the tenant in line with the National Standard of Rates.

6.0 INSTALLING CCTV

6.1 If a tenant wishes to install CCTV (including doorbell cameras and temporary or wireless CCTV) on their property, Cambridge City Council must be notified. The installation of CCTV is considered a tenant alteration and therefore permission must first be obtained in writing. Please refer to the tenancy agreement with regards to alterations.

All requests will be assessed on a case by case basis. If a tenant fails to notify the Council they may be in breach of their tenancy agreement. Once we have reviewed a request we will provide the tenant with a decision in writing.

If a tenant is considering installing CCTV, they must do so within the law relating to recording devices and people's right to privacy. Please read more information about the law relating to CCTV here: [Domestic CCTV systems - guidance for people using CCTV | ICO](#)

If CCTV captures images beyond the tenant's property boundary, such as neighbours' property, communal areas or public streets and footpaths, then the use of the CCTV system is subject to data protection laws.

Some things to consider:

- The CCTV system must be fitted by a suitably qualified technician. The Council may ask for evidence of this.

- Tenants will be responsible for maintaining the equipment and must remove the CCTV system when they move and repair any damage caused to the property, such as where holes have been drilled in walls.
- The CCTV cameras must only record images within the tenant's boundary. The Council will not give permission for CCTV to be fitted to flats that would monitor internal or external communal areas.
- The CCTV camera must not cause a nuisance to neighbours, for example be directed on to another person's property. This would constitute a violation of privacy and/or harassment.

When asking for permission to install CCTV the tenant must tell the Council:

- The reason they wish to install CCTV.
- Details of the number of cameras and where they will be positioned.
- Information regarding what the cameras will be monitoring.

Cambridge City Council reserves the right to review or withdraw permission should the CCTV be misused or is the subject of a complaint.

7.0 REFUSING CONSENT

7.1 Permissions will be refused if the intended work:

- Makes the property unsafe
- Increases Cambridge City Council's maintenance costs
- Reduces the living space
- Breaches planning, building or conservation area regulations
- Does not comply with relevant regulations, health and safety etc

- Affects any work planned by Cambridge City Council eg under Decent Homes programme
- Reduces the value of the property
- Appears unsightly or out of keeping with the character of the development or surroundings
- Is likely to be a source of problems to neighbours
- May result in making the property difficult to let in the future
- Restricts access to service points such as stopcocks
- Involves erecting security grilles* on doors or windows

*Important: security grilles can pose a serious access and fire risk and are prohibited from use on Cambridge City Council properties.

8.0 RESPONSIBILITY FOR FUTURE MAINTENANCE

- 8.1 Cambridge City Council will not be responsible for maintaining items that have been installed by tenants and Leaseholders e.g. shelving, fitted wardrobes and additional kitchen cupboards as these are regarded as being tenants' fixtures.
- 8.2 At the end of their tenancy, tenants and Leaseholders will not be permitted to remove fixtures that are an essential feature of the structure or installations e.g. wiring.
- 8.3 At the end of their tenancy tenants and Leaseholders may be instructed to reinstate the property to its original condition.
- 8.4 At any time during the process, Tenants/Leaseholders may seek advice from Estates and Facilities by telephoning Cambridge City Council on: 01223 457000

9.0 APPEALS

- 9.1 If a tenant or Leaseholder is dissatisfied with a condition set or a decision made they can ask the Technical Quality Officer/Technical Quality

Manager/Technical Quality Assurance Manager (in order of escalation) to reconsider their case. Tenants and Leaseholders can also appeal to the County Court if they feel their right to make an improvement or alteration has been unreasonably refused by Cambridge City Council or if the compensation offered by Cambridge City Council is too low. 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 property, or any other premises less safe to occupiers
- To cause Cambridge City Council to incur expenditure which it would be unlikely to incur if the improvement were not made, or
- To reduce the price that the property would fetch if sold on the open market or the rent which Cambridge City Council would be able to charge on letting the property.

10.0 UNAUTHORISED ALTERATIONS OR IMPROVEMENTS

10.1 It is a tenancy and Leaseholders condition that consent must be obtained in writing before a tenant commences any alteration or improvement. If a tenant or Leaseholder carries out either an alteration or improvement without obtaining written permission, Cambridge City Council may give retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

10.2 Further action will be taken if:

- The improvement has already been carried out and the Tenant/Leaseholders refuse to make an application
- The Tenant/Leaseholders is refused permission on application and does not reinstate the property to its original condition
- The quality of the workmanship or the materials used is below the required standard.

In these situations Cambridge City Council may proceed with legal action.

11.0 LEGAL ACTION

- 11.1 If tenants fail to comply with this policy Cambridge City Council will take appropriate action including:
- applying to the courts
 - ordering the removal of an improvement that is a breach of the tenancy conditions
 - seeking damages for any costs incurred

12.0 REMOVAL OF IMPROVEMENT

- 12.1 Cambridge City Council reserves the right to reinstate the property to its original condition if the improvement is unsafe or causing damage to the structure of the property, or any adjoining property. Cambridge City Council will seek legal advice before taking this action. Any costs incurred in reinstating the property will be recharged to the tenant or Leaseholder.
- 12.2 If appropriate, Cambridge City Council will advise tenants and Leaseholders that if we have to remove and dispose of any equipment or materials from a property, the tenant will be recharged for any costs incurred.
- 12.3 Further works carried out by Cambridge City Council to rectify problems will be recharged.