



Improvements policy

1. Purpose and scope

We recognise that having enough control and freedom to make their house feel like a home is important to our residents. We also recognise that making alterations to a commercial premises enables business owners to maximise their profit and run a successful business.

This policy sets out the rights and responsibilities for all social tenants including shared owners, commercial tenants and leaseholders to make improvements to their home. It does not apply to residents living in short-term accommodation, including temporary housing, market rent, key worker or student accommodation, or licenced accommodation.

This policy can be read in conjunction with our aids and adaptations policy which further outlines how we consider improvements that are reasonable adjustments, and our repairs policy, which expands on the maintenance obligations indicated here.

2. Definitions

Improvement – Any alteration in, or addition to, rented or leased properties or commercial premises, including:

- Any addition to or alteration in a property's fixtures and fittings, including change of flooring, replacement bathroom or kitchen
- Any addition or alteration associated with the provision of services to the accommodation, including alterations to plumbing, windows and doors or electrics,
- The erection of a wireless or television aerial or satellite dish
- Any external decoration.

This definition excludes minor improvements and fittings that have been added to the property by the occupancy holder such as fitting shelves, curtain rails or like-for-like replacement of floor coverings.

All improvements are made at the occupancy holder's own cost.

Any definitions of an improvement or alteration set out in an individual occupancy agreement will supersede the definition set out here.

3. Right to request permission to make an improvement

1.1 Rented Properties

Secure tenants have a statutory right to request to make an improvement. Assured non-shorthold tenants may have been granted contractual rights through their tenancy agreements.

The relevant occupancy agreement must be consulted to ascertain whether a tenant has a right to carry out an improvement with our consent and be compensated for improvements. Specific occupancy agreements always take precedence over the statements in this policy.

1.2 Residential Leases

Some residential leaseholders have a contractual right to carry out improvements to their home provided they apply for written permission beforehand. Where provision to request an improvement is explicitly denied, we will consider changing the clause through a deed of covenant, particularly where the request is for an aid or adaptation, at a cost to the leaseholder.

Not all residential leases grant this right, and residents and staff are strongly advised to consult the relevant agreement for the exact details.

1.3 Commercial Leases

Commercial tenants should refer to the terms of their lease to ascertain whether they have the right to make an improvement or structural alteration; some leases require the tenant to seek consent for non-structural alterations; a licence to alter may be required.

4. Approving home improvements

Residents who plan to make an improvement to their home will require our consent before the works can start. Written requests outlining the detail of the works should be submitted to the local officer responsible for managing the home, who will not unreasonably withhold permission.

1.4 General conditions for consent

Consent will be granted where the following conditions have been met:

- The improvement will not compromise the safety of occupiers of the property or adjoining properties
- The improvement does not create an obstruction or create a nuisance to occupiers or adjoining properties
- The improvement will not come at any additional cost to us to safely maintain the property or block.
- The improvement is not too costly for us to approve
- The number of bedrooms would not either decrease or increase

Where consent cannot be granted, we clearly outline the reasons for refusal.

1.5 Costs

Where permission is granted, this will be on the condition that the following costs are covered, as required:

- An administration fee to process the request

- Costs to procure professional expertise to assist in the decision

Further fees may apply and the exact level of fees will depend on the proposed works. For structural works, for example, we may need to procure professional help from an approved third party to assist in the decision to grant approval and monitor the works. We may also charge a fee for any inspections that are required.

1.6 Improvements to the structure of a building

Improvements to the structure of a building that will affect communal areas or other residents can be considered in special circumstances, for example where the improvement would improve security or accessibility. The provisions of the [Party Wall etc. Act 1996](#) will always apply. For residents living in a high rise building, approval from the Building Safety Regulator is likely to also be required.

1.7 Requests that require planning permission

We consider requests for improvements to listed buildings where the resident has received relevant consent from the local authority.

The installation of a satellite dish will in almost all cases require planning permission from the local authority, which must be provided for us to consider the application.

1.8 Arrears

Tenants who owe us money for rent or any other reason will be required to pay these before we grant consent. In practice, for tenants this includes four weeks rent in advance.

1.9 Appeals

Tenants and leaseholders have rights to appeal any decisions, in line with the Housing Act 1985, if they feel it has not been appropriately considered or if it is seen that consent has been unreasonably withheld.

Appeals need to be provided in writing and will be considered by a manager not involved in the original decision.

Where a resident believes we have not followed this policy, they can submit a complaint, in line with our complaints policy.

5. Inspections

We reserve the right to inspect any works being carried out or once completed, to ensure the improvements conform with our letting standard, as well as regulatory standards set out in the [consumer standards](#). If we find that the completed works fall below the minimum standard, we will request that any works are reversed, while also seeking to recover all associated costs.

6. Unauthorised works

Where home improvements have been made without our consent, if the works would not have been approved in line with the conditions outlined above, we ask the resident to reverse the works and seek to recover all costs associated with the process.

Where we receive a notice from a local authority due to a breach of planning rules by a resident who has made an unauthorised improvement, we provide the local authority with all relevant information and support them in their decision process. We expect the resident to comply with any such notice.

If the tenant does not comply with our instruction, we may seek to take legal action to compel them to do so.

7. Compensation

In accordance with statutory regulations and contractual agreements, tenants and leaseholders can claim [compensation](#) for certain home improvements made at their own cost. A request for compensation must be submitted when notice is provided and before the occupancy agreement comes to an end. We provide residents who plan to make an improvement with an estimate of the maximum compensation payable should the tenant claim this in the future.

For residential tenants, compensation is only payable if:

- There is any notional life remaining in the improvement (see table in appendix 1)
- Written permission of the works is produced by the tenant
- Receipts and proof of cost of the works carried out is provided.

Before awarding compensation, a surveyor or repairs inspector will inspect the home improvement to verify the amount being claimed. The amount of compensation may be reduced where:

- The cost of the improvement is excessive
- The quality of the improvement exceeds our general standards
- It has deteriorated at a faster rate than provided for in the notional life.

Compensation will only be paid at the end of the tenancy or lease.

For leaseholders in shared ownership properties, compensation will be incorporated into the resale process. Further information can be found on our [website](#).

Where a tenancy has been assigned, for example as part of a mutual exchange, the entitlement to compensation will pass to the incoming tenant.

Any outstanding arrears or other debts owed to us will also be deducted.

We offset against any compensation payable against any outstanding arrears owed to us. Residents may not claim compensation for any works that were done without our express consent.

8. Maintenance

In rented accommodation, we become responsible for the maintenance of any fixtures installed by the resident. Repairs for these improvements will be managed in

line with our repairs policy. This excludes, for example, floor coverings to bedrooms, hallways and living rooms.

In the event a repair or replacement is required to a non-standard fixture, we reserve the right to replace the fixture with a standard unit that is readily available and that we can maintain at no additional cost. In the event that residents can provide replacement fixtures or parts, we will review on a case-by-case basis whether these can be installed.

If a repair is required to any improvement within six months, a surveyor's inspection may be required.

Where an improvement requires repair and is still covered by warranty, we ask the resident to have the repair carried out by the installer/supplier. If said repair is related to a vital service (such the water supply or ability to secure the property), we may carry out the repair and recharge the costs to the resident.

9. Rent changes

In line with legislation, we will not increase the rent where a tenant or leaseholder has made a home improvement.

When determining the fair rent, we disregard any improvement made.

10. Our approach

In writing this policy we have carried out assessments to ensure that we are considering equality, diversity and inclusion.

If you'd like more information about this work, please get in touch at policy@nhg.org.uk

11. Reference

The following legislation is relevant to this policy:

- Section 97 to 101 of the Housing Act 1985 sets out the right of secure tenants have statutory rights providing they ask and receive consent by the property owner to make improvements.
- Compensations for tenant improvements are in line with The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.
- The Party Wall etc. Act 1996 provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.
- Building Safety Act 2020
- Social Housing Regulation Act 2023

The following procedures are relevant to this policy

- Aids and adaptations procedure

- Improvements procedure
- Laminate flooring procedure
- Satellite dish procedure

Document control

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Version Control

Date	Amendment	Version
October 2019	New NHG policy	1.0
April 2021	Clarified repairs and maintenance responsibility.	1.1
11 October 2024	Added statement on repair obligations for non-standard fixtures; improved transparency over what improvements do and do not require our consent; added statement about complying with local authority notices	V2.0

12. Appendix 1 - Compensation for improvements

Tenants may claim compensation for certain "qualifying" improvements should they leave their property within the specified notional life of the improvement.

12.1 Qualifying improvements

The types of improvement that will qualify for compensation and their notional life are listed below:

	Years
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Double glazing or other external window replacement or secondary glazing	20
Rewiring or the provision of power or lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling house, but excluding burglar alarms	10

We must be satisfied that the improvement is required by or benefits the property.

How tenants can apply and conditions

The maximum amount of compensation payable for any one improvement will be £3000. Tenants who leave their property as a result of possession proceedings brought for breach of tenancy are not eligible for compensation.

12.2 Calculating the amount of compensation

Compensation will be calculated according to the following formula:

$$C \times \left(1 - \frac{Y}{N}\right)$$

where:

C = the cost of the improvement excluding any improvement or energy efficiency grant paid
N = the notional life of the improvement
Y = the number of complete years, with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the tenant leaves the property

An amount may be deducted from this sum at our discretion should any of the following apply:

- the improvement was of a higher quality than NHG would have provided
- the cost of the improvement was excessive
- the improvement has deteriorated at a greater rate than provided for in the notional life of the improvement