

Bromford.

Customer Alterations Policy

Policy Statement & Purpose

The purpose of the Customer Alterations Policy is to set out how Bromford provides permission for any requests for Customers to carry out physical alterations to their property.

Bromford is committed to providing the right home to enable customers to thrive. When a customer requests to make physical alterations to the home, Bromford will endeavour to support customers with these applications, ensuring works are safe, comply with statutory regulations, Bromford policy, are financially viable and maintain Bromford's Assets in a positive manner for future use of the current and future customers.

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Appendix 1: Customer Alterations case categories

Appendix 2: Customer Alterations Compensation policy calculating formula

Scope

This policy encompasses Bromford Housing Group and its subsidiaries, permissions process regarding Customer Alterations (CA's). Requested work must be for an individual customer and not to communal areas.

Non-physical alterations are outside the scope of this policy e.g., change of use and keeping pets along with other tenancy restrictions.

Customers who have an identified need for a physical change to their property relating to a disability or health need, should be signposted to our Adaptations Policy.

Enforcement of permission outcomes are not carried out by the CA Team.

Reference Documents

[Repairing and Maintaining Bromfords Assets Policy](#)
[Compensation Policy](#)
[Adaptations Policy](#)
[Customer Alterations KBA](#)

Legislative Requirements

By following this policy it ensures that Bromford complies with:

Landlord & Tenant Act 1985;1996
Housing Act 2004 (inc. HHSRS)
Equality Act 2010
General Data Protection Regulation and Data Protection Act 2018

Responsibilities**The Board is responsible for:**

Ensuring Bromford complies with legislation
Ensuring effective controls are in place to manage customer alterations

The Executive Team is responsible for:

Reviewing, endorsing, and achieving this policy's aims by ensuring the appropriate resources and frameworks are in place

The Adaptation and Customer Alteration (A&CA) Team are responsible for:

For the timely processing of requests received, providing outcomes based on this information and ensuring this information is passed onto the relevant Bromford teams to action accordingly.

To ensure any requested works comply with all legislative requirements along with any relevant Bromford policies.

All colleagues are responsible for:

Carrying out their work and providing customers with support in line with this policy and associated procedures and processes, referring into our service in a timely and concise manner.

1. Principles

Enabling customers to thrive in their home by ensuring works are safe, comply with statutory regulations, Bromford policy, are financially viable, also maintain Bromford's Assets in a positive manner.

Each request will be considered individually in accordance with this policy.

2. Ownership / Tenancy Type

Customers may have varying Terms and Conditions in Relation to Customer Alterations if in doubt it is advisable to check the terms within the customers signed agreement.

Generally:

Licences: Customers have no right to make any Alterations to their home.

Tenancies: Customers can apply to make Alterations at their own cost, providing that they obtain Bromford's prior written consent as well as any relevant statutory approval. Conditions may be attached to the consent.

Shared Ownership/Leasehold: Our consent will typically be required (where there is restriction within either a lease or a freehold transfer requiring consent) for any alteration or addition of a non-structural nature to the interior of the premises. Our consent will not be unreasonably withheld but conditions may be attached to the consent. Structural alterations and/or additions to the inside or outside of the property may not be permitted under the terms of a lease. E.g.

Standard Shared Ownership leases may not permit:

- any structural alterations or additions to the exterior of the premises
- any structural alterations or structural additions to the premises
- erect any new buildings on the premises
- 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)

Standard Right to Buy lease: The lease may typically make provision for our written consent to any alterations to the structure of a flat to be obtained

On freehold houses previously sold under Right to Buy and/ or shared ownership, there may be a restriction on title requiring our consent to any structural alterations being carried out.

3. Standard Refusal Criteria

- The rent and/or service charge account is not up to date.
- The property is still within the twelve months defects warranty period.
- The alteration is to a communal area (unless it is part of a Disabled Adaptation - see Adaptations Policy).
- It is structural works which are the responsibility of the landlord.
- There is any change to the heating system.
- Work involves opening-up of fireplaces or installing a solid fuel appliance e.g. wood burner.
- Where works would invalidate an existing warranty (e.g. NHBC).
- Breaches a legal condition (e.g. planning restrictions).
- Works are subject to 3rd party arrangements levied against the property (e.g. loan secured against work/property, solar rent-a-roof).
- Works are out of keeping with the rest of the property or surroundings.
- Works are deemed to make the property difficult to let in the future.
- Providing a shed (or sheds) which exceed 50% of the available space in the garden.
- Where works are likely to unreasonably increase the cost of future maintenance.
- Windows on leasehold schemes where it is a condition of the lease that the Landlord is responsible for window replacement.

- Where works would be in breach of the tenancy or agreement.
- If there is a current breach in tenancy.
- If the asset is on a disposal list the request will be referred to Strategic Property Planning for advice.
- Where the works involve the removal only of any fixtures or fittings.

Please note this list is not exhaustive and may vary between actual customer agreements – ie. Shared Ownership/Leasehold may have different rights to alterations as compared to Tenancies.

4. Consent Criteria

Our Consent will not be unreasonably withheld, where consent is given:

- The customer is responsible for the costs of the works.
- The customer must have an active tenancy agreement to make an application.
- The customer is responsible for obtaining all statutory consents e.g. Building Regulation and Planning Permission.
- If the property is leasehold and there is a managing agent, then customer will be responsible for obtaining Bromford's and the Managing Agents Consent.
- The customer is responsible for ensuring the contractors they use are competent to undertake the work and have all relevant statutory registrations and qualifications.
- The customer must ensure suitable insurance cover is maintained during the works.
- Customers with homes built before 2000, need to be provided with asbestos reports and allow removal of any asbestos containing materials.
- Customers are required to provide all necessary information for a case to be considered valid for approval. We do not offer an information or design service.
- If any relevant certification is not received with 28 days following completion of works the works will be deemed unauthorised and we may request reinstatement.

Consents are provided with conditions and remains valid for a period of 12 months; unless there is a legislative or regulatory change that impacts on the proposed Alteration in which case this can be extended.

5. Maintenance

The customer will be responsible for the full cost of the alteration and all associated on-going maintenance and repairs.

The customer will be responsible for any additional costs incurred by Bromford due to the alteration works. E.g. accessing pipework that the customer has boxed in.

Where customer alterations must be removed to gain access to services by a Bromford appointed contractor, we will not be responsible for re-fitting. e.g. Laminate flooring.

6. Fees

An administration fee will be charged for considering a request for alterations and for Surveyor visits on Shared Ownership, Leasehold and Freehold properties regardless of whether a management fee is already paid as part of the service charge.

Where a surveyor inspection is required for more complex Alterations, a higher fee will be charged. Fee charges will be reviewed annually and are payable in advance of an application being considered.

The customer is entirely responsible for the costs of the alteration and Bromford accepts no liability for the alterations either during or after the period of occupation by the customer.

7. End of the Occupancy

At the end of the tenancy and/or on assignment of a lease the customer may be required to reinstate the property, fixture or fitting back to its previous state at their cost. This will be confirmed as a condition on notification of our consent. Failure to reinstate when requested will incur a recharge to cover necessary reinstatement works.

8. Compensation

On rented properties, some customers are entitled to compensation for the Alterations that they have made, providing they meet the terms set out in our Policy.

Claims should be made in writing within a period starting 28 days before, and ending 14 days after, the tenancy comes to an end.

See Compensation Policy and Compensation Policy Calculating formula.

9. Unauthorised Alterations and Retrospective Applications

Where a customer Alteration has been undertaken without permission, if appropriate a retrospective application can be made. Failure to do so may result in enforcement action and the customer may be charged for reinstatement works and administration costs.

In the instance that works are an automatic refusal or not permitted, then no application will be accepted, the customer will be informed directly of the appropriate action.

If the required certification is not provided in a timely manner following completion, the alteration will be considered unauthorised.

We will not grant retrospective permission on alterations to Shared Ownership homes if the customer is staircasing and the customer wishes to benefit from the increased value of the alterations unless the circumstances are exceptional and the customer can evidence the costs of the alteration work undertaken. If consent is not granted, then the value of these cannot be considered when the customer applies to purchase further shares. We will consider granting retrospective consent if a property is for sale and a sale is agreed for the sale only, to prevent loss of sale.

10. Appeals

Where Bromford refuse permission for an alteration and the customer wishes to appeal this decision, this should be handled via the Complaints Policy/ Procedure.

Assurance Framework

This policy is designed to ensure minimal risk to Bromford customers wherever possible providing appropriate, permissions for Customer Alterations.

Where suitable we will signpost to Bromford's Adaptations Policy.

Periodical audit of works and processes.

This policy, associated procedures and processes is evaluated for impact as follows:

- Measuring and evaluating the number of rejections and reasons for rejections
- Measuring Number and type of alteration works completed
- Measuring the number of complaints, appeals and outcomes

Communication and Review

This policy will be published on the Corporate Document Library.

This policy will be reviewed periodically and in line with any changes to government guidelines or best practice.

Document Details

Owner: Adam Carmi
Approved By: Customer Forum
Date of Approval: 27 February 2024
Next Review Due: 27 February 2027
Policy Version: 3.1

Document Details

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|--------------------------|------------------|
| Owner: | Adam Carmi |
| Approved By: | Customer Forum |
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Auto Refusals

Cavity wall or loft insulation - referral to Investment

Conversion or sub dividing room –Adaptations process if relevant

Loft conversion

Structural alterations

Internal (fire doors) – removing /replacing/ironmongery changes/ any fixings

Laminate/tiled/timber flooring (flats first floor and above)

Cat / dog flap in fire doors, front doors, composite doors

Conservatory

Porches

Extensions to the home

Pond/pool

Communal Areas - Any works (not relating to cables/access etc.)

Garage/carports construction or alterations

Solar Panels/PV Systems (that are 3rd party funded)

Wood Burner/Gas Open or balanced flued fires

Heating or hot water system replacement or alterations

Decking

Pergola (when attached to property)

Bifold doors

Astro Turf

Trees

Electric Vehicle Charging Point – communal parking

Painting or vinyl wrapping of tiles or kitchen/bathroom surfaces

Painting of external doors, windows and walls

Removal of bath in a house if an Occupational Therapist has not referred

Application Process

Bathroom replacement or alterations

Kitchen replacement or alterations

Painting & Decoration of surfaces not already painted

Doors & Windows replacement or alterations

Boundary Wall adding new or alterations

Dropped kerb/off road parking/driveway

Fencing/railings adding new or alterations (not like for like style/height)

Sheds or similar (temporary structures)>10x8' or not in rear garden or for properties <5yrs old

Painting & Decoration for surfaces not already painted or different colour

Large garden alterations - changing levels and terracing structures

Patios/paths

Solar Panels/PV Systems

Water supply pipes and drainage

Electrical works - installing new sockets, shower, lighting etc.

Gas cooker installation where no current supply

Aerial (Non-Standard TV/Radio, Flat or Property <5yrs old)

Telephone line (Flat)

Cable - Broadband/TV for Flat or Property <5yrs old

Satellite dish (Non-Standard or Block >3 flats or Property <5yrs old)

CCTV System (if hard wired or breach structure)

Electric Vehicle Charging Point – House with driveway

Remote Heating Control System – Smart thermostat – eg. Hive systems or similar

Cat / dog flap to non-front doors that are UPVC with easily removable panel

Allowable works, no application required

Painting & Decoration of previously painted surfaces (no wallpaper in props <12 months old)

Wall hung Shelves/Pictures/TV's etc.

Doors internal - replacing or ironmongery changes (non-fire doors)

Laminate/tiled/timber flooring (non-flat or ground floor flat)

Carpet & Sheet flooring (not wet/level access shower rooms)

Light fitting changes - where no additional wiring required

Curtains/blinds

Sheds <10x8' - singular in private rear garden of properties >5yrs old (in line with criteria (type, height, distance from property etc.)

Painting & Decoration of previously painted surfaces (existing colour and finish)

Gardening - turf, plants, and shrubs (private garden areas only) - not astro turf or trees

Fencing/railings alterations (like for like style/height - unless non Bromford Customer)

Water meter (install by utility provider)

Smart meter (install by utility provider)

Gas cooker installation where current supply

Aerial - Standard TV/Radio (Non-Flat & Property >5yrs old)

Telephone line (non-flat)

Cable - Broadband/TV (Non-Flat & Property >5yrs old)

Satellite dish (Standard size, Non-Flat or Block <3 flats, Property >5yrs old)

Ring Door Bells (not fixed to doors and in-line with GDPR and CCTV procedure)