



Customers Own Improvements Policy

1.0 Aim / Purpose of the Policy

- 1.1 The purpose of this policy is to clearly define how we manage requests from our existing customers when they wish to make alterations or improvements to their homes. It is essential to ensure that any proposed changes do not negatively impact the quality or condition of the homes. The properties owned by CRHA represent our most significant financial asset and must be managed effectively to maintain their condition and meet or exceed modern standards.
- 1.2 We aim to offer a clear and straightforward process for customers to determine whether they can make improvements or alterations to their homes. While we will be as accommodating as possible, it is crucial that these changes do not negatively affect the quality or safety of our housing stock. All works must be conducted safely, professionally, and to a high standard, enhancing the property's condition and value.

2.0 Background / Introduction

- 2.1 At Cornwall Rural Housing Association Limited (CRHA) our customers are at the heart of what we do, and we take a “customer first” approach with a vision of creating homes to make life better.
- 2.2 CRHA acknowledges that its customers from time to time may wish to make improvements to enjoy their home and also have the legal right to make alterations and improvements provided that they obtain written permission before they carry out any works, the works do not undermine the integrity of the property, create a health, safety or wellbeing hazard and are carried out in accordance with the requirements of this policy. The objective of this policy is to ensure that all requests for improvements or alterations are treated fairly and consistently.
- 2.3 The policy outlines:
- The responsibilities of both customers and CRHA.
 - Improvements or alterations customers can undertake without permission.
 - How to obtain consent for other improvements or alterations.
 - Circumstances under which permission will be refused.
 - Our approach when unauthorised alterations have been made.
 - How we address non-compliance by customers.
 - Ongoing maintenance responsibilities for approved alterations.
- 2.4 An improvement or alteration by a customer is defined as:
- Removing an existing CRHA fixture or fitting.
 - Replacing a CRHA fixture or fitting with one of their own.
 - Making changes to the building's structure, the property grounds, boundaries, or adjacent land outside the tenancy agreement, such as landscaping for parking or erecting a fence.

3.0 Legislation, Statutory Regulatory Duties & References

- 3.1 We recognize that our customers have diverse needs and strive to treat all requests fairly, considering each customer's individual circumstances.
- 3.2 This policy has been developed with consideration for equality and diversity, as well as data protection and health and safety issues. Compliance with this policy ensures adherence to relevant legislation, including:
- Housing Acts (1985, 1988, 1996, 1998, 2004)
 - Landlord & Tenant Act 1985
 - Equality Act 2010
 - Data Protection Act 2018
 - Localism Act 2011
 - Right to Repair Regulations 1994
 - Environmental Protection Act 1990
 - The Building & Controls Regulations 2010 (as amended)
 - Fire Safety Act 2021
 - The Fire Safety (England) Regulations 2022
 - Regulatory Reform (Fire Safety) Order 2005
 - Building Safety Act 2022
 - Defective Premises Act 1972
 - Health & Safety at Work Act 1974
 - Management of Health and Safety at Work Regulations 1999
 - Lifting Operations and Lifting Equipment Regulations 1998
 - CRHA Tenancy Agreements
 - Gas Safety (Installations and Use) Regulations 1998
 - Electrical Equipment (Safety) Regulations 1994
 - Control of Asbestos Regulations 2012
 - Construction Design & Management Regulations 2015 (CDM)
 - Control of Substances Hazardous to Health (COSHH) Regulations 2002
 - HHSRS

4.0 Responsibilities

4.1 Customer Responsibilities

- 4.1.1 Customers must obtain written consent from CRHA before commencing any works. Only customers with an Assured Tenancy may apply for permission to make alterations or improvements.
- 4.1.2 Customers are responsible for submitting an Improvement request to CRHA by email, including full details of the proposed works, such as architectural or technical drawings, at their own cost.

4.2 CRHA Responsibilities

- 4.2.1 Cornwall Rural Housing Association (CRHA) issues Assured Non-Shorthold Tenancy Agreements and Assured Shorthold Fixed-Term Tenancy Agreements in accordance with the Housing Act 1988 (as amended in 1996). Under the terms of these agreements, it is stipulated that:

The Tenant Obligations	
3. The Tenant agrees: -	
(9) Right to improve	The tenant may make improvements, alterations, and additions to the premises including the erection of a television aerial, external decoration and additions to or alterations in the Association's installations, fixtures and fittings, provided that the tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association shall not unreasonably withhold its consent but may make it conditional upon the works being conducted to a certain standard. Failure to seek the Associations consent or to comply with the Associations conditions shall be a breach of the tenants' obligations under this tenancy.

4.2.2 Cornwall Rural Housing Association (CRHA) issues Lease Agreements to its shared owners. Under the terms of these lease agreements, it is stipulated that:

Lease Agreement	
The Premises – Schedule 1 – 3.9 Not to alter	
3.9.1	Not to: • make any alterations or additions to the exterior of the premises. • make any structural alterations or structural additions to the premises. • erect any new buildings on the premises; or remove any of the Landlord's fixtures from the premises.
3.9.2	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).

4.2.3 CRHA will acknowledge customer requests within ten working days of receiving a fully completed application form. Provided all required information is supplied, we will notify the customer of our decision within twenty working days.

4.2.4 CRHA may need to inspect the customer's home before granting consent or before work begins. This may include an asbestos survey, which will be the customer's responsibility to fund. Depending on the work, a post-completion inspection may also be required.

5.0 Permissions

5.1 Improvements or Alterations That Can Be Undertaken Without Permission

- 5.1.1 We encourage customers to maintain their homes and allow certain minor improvements without permission. These are listed in Appendix A and include activities like painting interior walls or replacing floor coverings with similar materials. For all other alterations, customers must contact CRHA to request prior permission.

5.2 Alterations Requiring Permission

- 5.2.2 We will consider granting permission for various alterations and improvements, both large and small, as listed in Appendix A. Examples include:
- Installing additional electrical outlets.
 - Erecting sheds, greenhouses, or fences.
 - Replacing kitchen units or certain floor coverings.
- 5.2.3 We will also sympathetically consider environmental and garden improvements, especially those enhancing the quality of life for families with disabled members or those with life-limiting illnesses. CRHA may require certain alterations to be removed at the end of the tenancy.
- 5.2.4 Upon granting permission, customers are expected to hire their own certified contractors, subject to CRHA's approval. For complex alterations, CRHA may require the use of approved contractors, with costs agreed upon and paid in advance by the customer.

5.3 Refusing Permission

- 5.3.1 Permission may be refused for several reasons, including:
- The proposed work could reduce the property's value or violate planning, building, or health and safety regulations.
 - The work could negatively impact the building's structure, chargeable rent, or invalidate new build guarantees.
 - Environmental concerns or the potential impact on neighbours may also lead to refusal.
- 5.3.2 Customers can submit revised proposals if their initial request is refused. Examples of alterations likely to be refused include conservatories, removal of internal walls, solid fuel fires, replacement windows, and loft conversions.
- 5.3.3 CRHA is committed to enhancing the energy efficiency of our properties, aiming for all homes to reach an EPC rating of band C or above. Customers are not permitted to conduct energy efficiency work themselves as part of this programme.

5.4 Addressing Unauthorised Alterations

- 5.4.1 If unauthorised alterations are identified, the customer must submit a retrospective application for permission if they wish for the alteration to remain.

5.4.2 CRHA will inspect the works and require evidence such as planning permissions and certifications before deciding whether to grant retrospective approval.

5.4.3 If the necessary evidence cannot be provided, CRHA will determine whether the alteration can stay or if the home must be returned to its original condition.

5.4.4 During the Mutual Exchange process, unauthorized alterations may lead to legal action and suspension of the exchange application until the issue is resolved.

6.0 Failure to Comply with This Policy

6.1 If retrospective permission is refused, the customer must restore the home to its original condition at their own expense within a specified period. Non-compliance will result in a caution for breach of tenancy and possible legal action.

6.2 Customers who proceed with unauthorised work will be liable for all reinstatement costs, and CRHA may seek court action to gain access, obtain injunctions, or terminate the tenancy.

6.3 CRHA will recover all costs associated with remedial work and any legal fees from the customer. We will not be liable for injuries or damages resulting from unauthorized improvements.

7.0 Repairs and Maintenance of Approved Improvements & Alterations

7.1 Customers are responsible for the ongoing maintenance and repair of any approved improvements or alterations.

7.2 CRHA reserves the right to conduct urgent remedial work if an alteration poses a health and safety risk, with the cost borne by the customer.

7.3 If an alteration damages neighbouring properties or communal areas, CRHA will repair the damage and charge the customer responsible for the alteration.

8.0 Monitoring, and Review

8.1 We will continuously review customer feedback to identify areas for service improvement.

8.2 The policy will be reviewed every three years or sooner if there are changes in legislation or regulations.

Date of Review	Changes to the policy	Date of next Review	Authorised by	Author
November 2024	New Policy	November 2027	The Board	AA

Approved by the Board at meeting held on 19/11/2024

To be Reviewed November 2027