

Tenant Alterations and Improvements Procedure

Procedure Reference Number: AM01f

Effective Date:	June 2025	Review Date:	June 2028
P&P Review Group Approval Date:	June2025	Related Policy:	HAM 02
Owner:	Asset and Compliance Manager	Department:	Housing and Assets
Issued To:	<input type="checkbox"/> Board of Management <input type="checkbox"/> All Staff <input type="checkbox"/> ET/LT <input checked="" type="checkbox"/> Head Office Managers <input checked="" type="checkbox"/> C&S Managers <input checked="" type="checkbox"/> Department/Other: Housing Health and Safety	Method of Delivery:	x Annual Declaration <input type="checkbox"/> LearnPro Individual Sign Off <input type="checkbox"/> Board Portal
Stakeholder Consultation	<input type="checkbox"/> All Staff <input type="checkbox"/> Customer Engagement <input type="checkbox"/> Union <input type="checkbox"/> Employee Voices Group <input type="checkbox"/> Head Office Managers <input type="checkbox"/> C&S Managers <input checked="" type="checkbox"/> Department/Other: Asset and Housing	This procedure will be reviewed every 3 years from the date of implementation or earlier if deemed appropriate. If this procedure is not reviewed within the above timescale, the latest approved procedure will continue to apply.	

Version Control

Date	Owner	Version	Reason for Change
June 25	Asset and Compliance Manager	4.0	Cyclical Review or Change to Legislation etc.

Summary of Changes

Section	Change
All	Version 3.0 – August 2017 – Review following Compliance Audit 2023.
All	Rewording of review section to align with other current AHA policies
All	Reference to specific legislation/regulations and guidance on Contractor Management and CDM Compliance

Contents

1.0 Introduction	3
2.0 Legislative and Regulatory Framework.....	3
3.0 Aims and Objectives and General Principles	3
4.0 Management of Alterations and Improvements	3
4.1 Granting Permission with Conditions	4
4.2 Granting Formal Permission	4
4.3 Refusing or Withdrawing Permission	5
4.4 Rechargeable Repairs	6
4.5 Right to Compensation for Improvements	6
5.0 Related Policies, Procedures & Documentation	6
6.0 Training & Monitoring Requirements.....	7
6.1 Training	7
6.2 Monitoring	7
Appendix 1a – Alterations that May be Permitted with Conditions	8
Appendix 1b – Alterations that are Not Permitted	10
Appendix 2 – Right to Compensation for Improvements	11
Appendix 3 – Alterations and Improvements Application Form	14
Appendix 4a – Alterations and Improvements Process Map	16
Appendix 4b – Process Map Procedural Notes.....	17
Appendix 5 – Property Alterations Acknowledgement Standard Letter	19
Appendix 6 – Property Alterations Request for Further Information	22
Appendix 7 – Property Alterations Conditional Approval	23
Appendix 8 – Standard Paragraphs to be Inserted for Property Alterations Approval conditional	25
Appendix 9 – Property Alterations Post Inspection.....	30
Appendix 10 – Formal Refusal Property Alterations	31
Appendix 11 – Withdrawal of Permission of Property Alterations	32
Appendix 12 – Qualifying Improvements and Right to Compensation	33
Appendix 13 – Tenant Alterations and Improvements Guidance	35
Appendix 14 – Tenant Alterations and Improvements Completion Form	37

1.0 Introduction

This procedure outlines the broad principles that will be used by Ark in the management of alterations and improvements, taking account of statutory and regulatory requirements.

This procedure should be read in conjunction with the Property Management Policy HAM02.

2.0 Legislative and Regulatory Framework

Ark will comply with the law and any relevant guidance. Specifically, this procedure should be read in conjunction with the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001.

If Ark gives landlord's consent to tenants for alterations or improvements to their home, this is done without prejudice. Tenants will be required to comply with any statutory or regulatory requirements in relation to planning consents and building warrants – further advice can be provided by the relevant local authority. In addition, tenants will be required to ensure that any works are carried out by a competent contractor, who complies with all relevant building and planning regulations.

3.0 Aims and Objectives and General Principles

The Alterations and Improvement Procedure aim to ensure that Ark appropriately records and monitors any alterations or improvements within our housing stock in accordance with legislation and good practice guidelines.

If a tenant submits a request to alter or improve their home, Ark will not refuse permission unreasonably.

4.0 Management of Alterations and Improvements

Appendix 1A sets out the types of alteration that Ark **may** permit along with the conditions that would require to be complied with.

Appendix 1B summarises those alterations that are **generally not** permitted.

These are common alterations, but these lists are not exhaustive. Where a tenant seeks permission for an alteration or improvement that is not listed, Ark will apply a test of reasonableness based upon the relevant circumstances of the case.

Ark must acknowledge receipt of all applications for alterations or improvements within one week of receipt.

ACTION: Following an initial enquiry, the Customer Services Assistant will acknowledge the request using standard (Appendix 5) letter and application form (Appendix 3) to all tenants interested in making an application for an alteration or improvement **within one week**. Asset Officer will review all applications, consider any supporting documentation and visit the property if necessary. Ark may request further information (Appendix 6) to process the application if there is insufficient detail to decide.

4.1 Granting Permission with Conditions

If permission is granted with Conditions, Ark will tell the tenant in writing in standard format and easy read as necessary, and this will include any conditions that apply and must be adhered to. The tenant may then proceed with the agreed alterations or improvements but must notify Ark that works have been completed so that these can be checked.

If a tenant is unhappy with the conditions attached to Ark's permission or needs clarification, they should contact Ark before proceeding. If the tenant remains dissatisfied, they can appeal using the complaints procedure.

ACTION: Once received, the application is passed to the Asset Officer for consideration. Asset Officer to respond to the application with a decision **within 28 days** of its receipt. Where Ark is giving conditional permission issue letter (see Appendix 7), Ark will include any details of any conditions that apply.

4.2 Granting Formal Permission

Where Ark has granted 'with conditions' permission, the tenant must have all associated works completed and provide written confirmation to Ark **within 12 weeks** of the date that permission was granted. If the tenant cannot complete the work within 12 weeks they can request Ark for an extension to the proposed completion date. This extension will normally be granted but must be agreed in writing.

All permissions granted require compliance fully with any statutory or regulatory requirements in relation to planning consents and building warrants.

ACTION: If works have been completed to Ark's satisfaction following inspection, a copy letter of approval (Appendix 9) are applied to property tenancy management file and update HMS Cases as appropriate, including notification to Housing Services and Neighbourhood Officer.

4.3 Refusing or Withdrawing Permission

If permission is refused, Ark will tell the tenant in writing including easy read as necessary, and this will include the reason for refusal. If the tenant is unhappy with Ark's refusal to give permission, they can appeal using the complaints procedure.

If conditional permission has been granted but works have not been completed to Ark's satisfaction as per the conditions, then written confirmation will be sent advising that any conditional permission has been withdrawn. When the conditions of approval have

ACTION: *If works have not been completed to Ark's satisfaction, withdraw conditional permission by issuing letter Appendix 10, including details of why conditional permission has been withdrawn and advising of right to appeal. Copy letter to property file and update HMS Case as appropriate.*

unfortunately not been met despite guidance being provided, Ark will not carry out any repairs to the alteration or improvement for the duration of the tenancy. Any damage caused to other properties or other parts of this property of because of this work will be recharged. The installation must also be removed and the area made good to Ark's satisfaction at the tenant's expense at the end of the tenancy. The right to compensation for improvements will not apply

If a tenant fails to confirm that works have been completed within 12 weeks of the date that conditional permission was granted, Ark can withdraw this permission. The tenant will be notified in writing where this occurs including easy read as required and may need to reapply if they wish to take forward alterations or improvements at a future date.

ACTION: *If works have not been completed within 12 weeks of conditional permission being granted, withdraw conditional permission by issuing letter Appendix 11, including details of why conditional permission has been withdrawn and advising of right to appeal. Copy letter to property file and update HMS Case as appropriate.*

Ark may withdraw permission for alterations or improvements at any time if they cause nuisance to neighbours or affect the structural integrity of the property.

ACTION: *If works are causing nuisance to neighbours or affecting structural integrity, withdraw permission by issuing letter Appendix 11, including details of why permission has been withdrawn and advising of right to appeal. Copy letter to property file and update HMS Case as appropriate.*

If a tenant is unhappy with Ark's refusal or withdrawal of permission, they can appeal using the complaints procedure.

4.4 Rechargeable Repairs

If an occupied or void property has had unauthorised alterations or improvements carried out by the tenant, the provisions of the Rechargeable Repairs Policy may apply.

ACTION: *If unauthorised alterations or improvements have been carried out to a property, pursue in accordance with Rechargeable Repairs Policy and associated procedures. Copy letter to property file and update HMS Case as appropriate.*

4.5 Right to Compensation for Improvements

If a property becomes void that has had authorised alterations or improvements carried out by the tenant, the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001 may apply (see Appendix 2).

ACTION: *If authorised alterations or improvements have been carried out to a property that becomes void, review these in terms of the Right to Compensation for Improvements provisions. If there are any qualifying alterations or improvements, notify the outgoing tenant or next of kin by issuing letter Appendix 12. Calculate compensation entitlement and notify Finance. Copy letter to property file and update HMS Case as appropriate.*

5.0 Related Policies, Procedures & Documentation

Ark's Alterations & Improvements Procedure is consistent with several other key documents, including:

- Scottish Secure Tenancy Agreement.
- Housing Maintenance Policy.

- Rechargeable Repairs Policy.
- Estate Management Policy.
- Asset Management Strategy.
- Health & Safety Policy.
- Risk Management Strategy.
- Complaints Policy.
- Compensation for Tenants Improvements Procedure
- Contractor Management and CDM Compliance Policy
- Property Management Policy

For detailed implementation steps, refer to Appendices in this Procedure.

[Ark's Vision, Mission & Values](#)

6.0 Training & Monitoring Requirements

6.1 Training

Staff managing and relating to the Tenant Alterations and Improvements Procedure will have training appropriate to their needs and to the needs of the organisation Ark will ensure that relevant employees have an awareness of this policy and receive adequate training to enable them to effectively fulfil their roles and ensure safety of tenants, quality of care and support to maintain their tenancy.

6.2 Monitoring

All responsible officers and persons who manage and monitor tenant alterations and improvements to record key stages on the HMS according to relevant policies and procedures in real time. New, existing and historic applications for alterations and improvements to be observed and considered when making decisions on planned programmes of work or fault finding and survey of defects in existing properties.

Suitable evidence and assurance will be obtained by officers within Ark to demonstrate work has been completed to the required standard and to confirm compliance with our statutory obligations

Appendix 1a – Alterations that May be Permitted with Conditions

Alteration	Conditions that must be complied with
Shower, additional sockets and other minor electrical alterations.	Must be installed by a competent electrician. (MEIWC) certificate supplied.
Laminate or wooden flooring	Only permitted in houses, bungalows and ground floor flats. Ark will not be liable for any damage or requirement to uplift to allow repair/major repairs works
Shed / Greenhouse	<p>Must be erected on solid concrete or slabbed base. No heat, light or power or any other services to be supplied to the shed / greenhouse.</p> <p>Must consist of Timber and be no larger than 8x4x6ft (LxWxH) and must be a minimum of 3m from any existing dwelling. The height of the eaves (gutter) of the shed / greenhouse cannot be higher than 3 metres and no part of the shed / greenhouse can be higher than 4 metres. Any part of the shed / greenhouse within a metre of a boundary cannot be higher than 2.5 metres. The shed / greenhouse can be sited to the rear provided that the total area of all structures covered by shed and greenhouse is less than half the size of the garden. No sheds / greenhouses or other structures to be placed at the side of the property blocking access to the rear of the property.</p>
Driveway	If fence line is opened, gates must be installed to match the existing perimeter fence. Planning permission must be granted in writing from local authority to drop kerb. Sub-base must consist of at least 150mm compacted hard-core, 50mm compacted sand with concrete slabs to a minimum requirement of 50mm.
Fencing	Maximum height of 1.8m in rear gardens and 1m in front gardens. Written agreement from neighbour required. Must be within own boundary line.
Kitchens	Full details of manufacturer's specification and installer must be provided so that Ark can make an informed decision on the quality of kitchen, availability of spare parts, etc. The kitchen must be of a safe regular design and comply with Scottish Housing Quality Standard requirements and have a minimum of 1 cubic metre of storage space.
TV Aerial	When fixed to a bracket within the loft space.
Wall-mounted televisions	Must be adequately fixed by a competent tradesman using a TV bracket recommended by the manufacturer.
Loft insulation	Full details must be provided of installer / company carrying out the installation, with the depth being to a minimum requirement of 270mm in depth.

Alteration	Conditions that must be complied with
Cavity wall insulation	Full details must be provided of installer / company carrying out the installation.
Security / burglar alarm	Full details must be provided of installer / company carrying out the installation.
Close circuit television (CCTV)	Full details must be provided of installer / company carrying out the installation. Camera to be recording own property only and be installed in relation to CCTV data protection guidelines.
Dog kennels	Maximum size of 1m wide x 1.2m long x 1.2m high.
Satellite dish	When attached to purpose erected pole in garden.
Key safe / door entry system / temporary ramp / stair lift	Where requested by Social Work Department for households with needs.
Tiled floors	Houses, bungalows and ground floor flats. Except where the property is still under a defects liability period.
Tiled walls	Except where the property is still under a defects liability period.
External taps	Internal pipework must be insulated and fitted with a balofix valve to isolate the external water supply.
Slabbing	Slabbing works must have a minimum of 100mm hard core to support the slabbed area and be free from any trip hazards. The slabbed area must also be maintained by the current tenant.
Fitted wardrobes	No structural changes allowed, and room must be reinstated to original layout if tenancy ends.
Internal doors	Fire doors must be replaced with doors of equal or approved fire rating. Any glazed doors must have regulation safety glass.
Windows and external doors	Specification must be approved by Ark. Must be like for like. No structural changes to the fabric of the building or canopies over doors.

Appendix 1b – Alterations that are Not Permitted

- Any structural alterations to dwelling or relocation of internal partitions
- Any non-structural alterations to partition walls, doorways or archway
- Laminate or wooden flooring in flats which are not ground floor
- Removal of level access or wet-floor shower rooms for bath
- Relocation of radiators or installation of fireplaces / gas fires etc.
- Ceiling fans
- Any alterations to loft spaces
- 'Velux' windows
- Solar panels
- Satellite dish or flag poles where attached to building or fencing
- Patio doors
- Conservatories
- Decking
- Garages or carports
- Removal of grassed areas or garden ground to lay stones, unless part of agreed measure to remedy problematic land drainage
- Any property currently with the defect's liability period

Appendix 2 – Right to Compensation for Improvements

What is the right to compensation for improvements?

Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation from their landlord for improvements which they have made to their home on or after 30 September 2002. For a tenant to qualify for this compensation:

- the landlord must have approved the improvement; and
- The tenancy must have ended.

A tenant can apply for compensation when they know that their tenancy is coming to an end. They should let their landlord know about this as early as possible.

If a tenant was a secure tenant and had carried out improvement to their home before 30 September 2002, they will continue to have rights to compensation but under the old scheme and this will need to be considered separately.

Who gets compensation?

Scottish secure tenants and short Scottish secure tenants may be able to get compensation for any approved improvements to their house or flat.

If the tenancy has ended because the tenant has died, or in other special circumstances, compensation can still be claimed. If a tenant has succeeded to the tenancy, any entitlement to compensation will need to be discussed and clarified by the landlord.

Tenants will not receive compensation if they buy their house or flat under the Right to Buy scheme. And they will not receive compensation if their home is being reposessed by the landlord or if they have been given a new tenancy for their existing home with the same landlord.

Is permission needed to make improvements?

Tenants must get written permission from their landlord before they make any improvements. If the landlord refuses permission, the tenant has the right to appeal to the Sheriff Court. But compensation can only be paid if the landlord has agreed to the improvements.

What type of improvements can tenants get compensation for?

Tenants can get compensation for certain improvements which were started on or after 30 September 2002. These include installing, replacing or fitting:

- a bath or shower;
- cavity wall insulation;
- sound insulation;
- double glazing, replacing external windows or fitting secondary glazing;
- draught-proofing external doors or windows;
- pipes, water tanks or cylinders;
- a kitchen sink;
- loft insulation;
- rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors);
- security measures other than burglar alarms;
- space or water heating;
- storage cupboards in a bathroom or kitchen;
- thermostatic radiator valves;
- a wash-hand basin;
- a toilet;
- a work surface for preparing food; and
- Mechanical ventilation in bathrooms and kitchens.

Decorating the inside of the property does not qualify for compensation.

How do tenants get compensation?

Tenants must make a claim in writing to their landlord within the period starting 28 days before and ending 21 days after their tenancy comes to an end. If in doubt, tenants should ask their landlord how to claim.

The landlord needs to know:

- the tenant's name and address;
- what improvements they have made;
- how much each improvement cost; and
- The date the improvements were started and finished.

The landlord will want to inspect the improvements.

How much can they get?

Tenants can receive up to £4,000 for each improvement. But they will not receive any compensation for an improvement if the amount of compensation would be less than £100.

How do landlords work out compensation?

The landlord will start with the cost of the improvements and may ask the tenant to

provide proof of the amount that they have spent. Tenants should keep a copy of bills in a safe place and may want to send copies to their landlord when the work has been done.

If a tenant has had financial help such as a grant to help make their improvements, the landlord will take the amount of this grant from the cost of the improvements.

The value of any improvement falls as the improvement gets older and as the tenant gets use of it. The compensation paid will take the age of the improvement into account.

The landlord may also reduce the compensation if they believe that the tenant paid too much for the improvement or if the quality is higher than it would have been if the landlord had done it.

The landlord may also increase or reduce the compensation depending upon the condition of the improvement when the tenancy ends.

The landlord can also take any money that the tenant owes from the compensation that they are entitled to (for example, for unpaid rent).

What can tenants claim compensation for?

Tenants can claim compensation for:

- the cost of materials (but not appliances such as cookers or fridges); and
- Labour costs (but not a tenant's own labour).

The tenant will need to give the landlord an invoice to show how much the improvements cost. If the tenant has not got an invoice, they should tell the landlord straight away and give a rough idea of the total cost.

What if a tenant doesn't agree with the landlord's decision on a claim?

Tenants can ask the landlord to reconsider their decision within 28 days of receiving it. The decision must be reviewed by an independent valuer or surveyor of the landlord's choice, or any members, committee members of board members who were not involved in making the original decision.

Appendix 3 – Alterations and Improvements Application Form

1.	Name				
2.	Address where alteration will take place				
3.	Phone number/s				
4.	E-mail address				
5.	Description of proposed alteration/improvement.				
6.	Location of alteration Please detail a simple sketch or location plan on the back of this form if appropriate. For example, if you want to put up a shed, lay a path or erect a fence, etc, show details and location).				
7.	Contractor details Any work to be carried out must be done by a competent contractor or someone with the necessary skills and who complies with health and safety requirements.				
8.	Other permissions For certain types of work you may require planning permission or building warrants, and you should seek advice from your local authority before submitting your application.				
9.	Customer and or Guardian Signature if applicable	Signed		Date	

Sketch of Alteration/Improvement and Further Details That Would Help Us Decide

Please remember to include your location plan (if applicable).

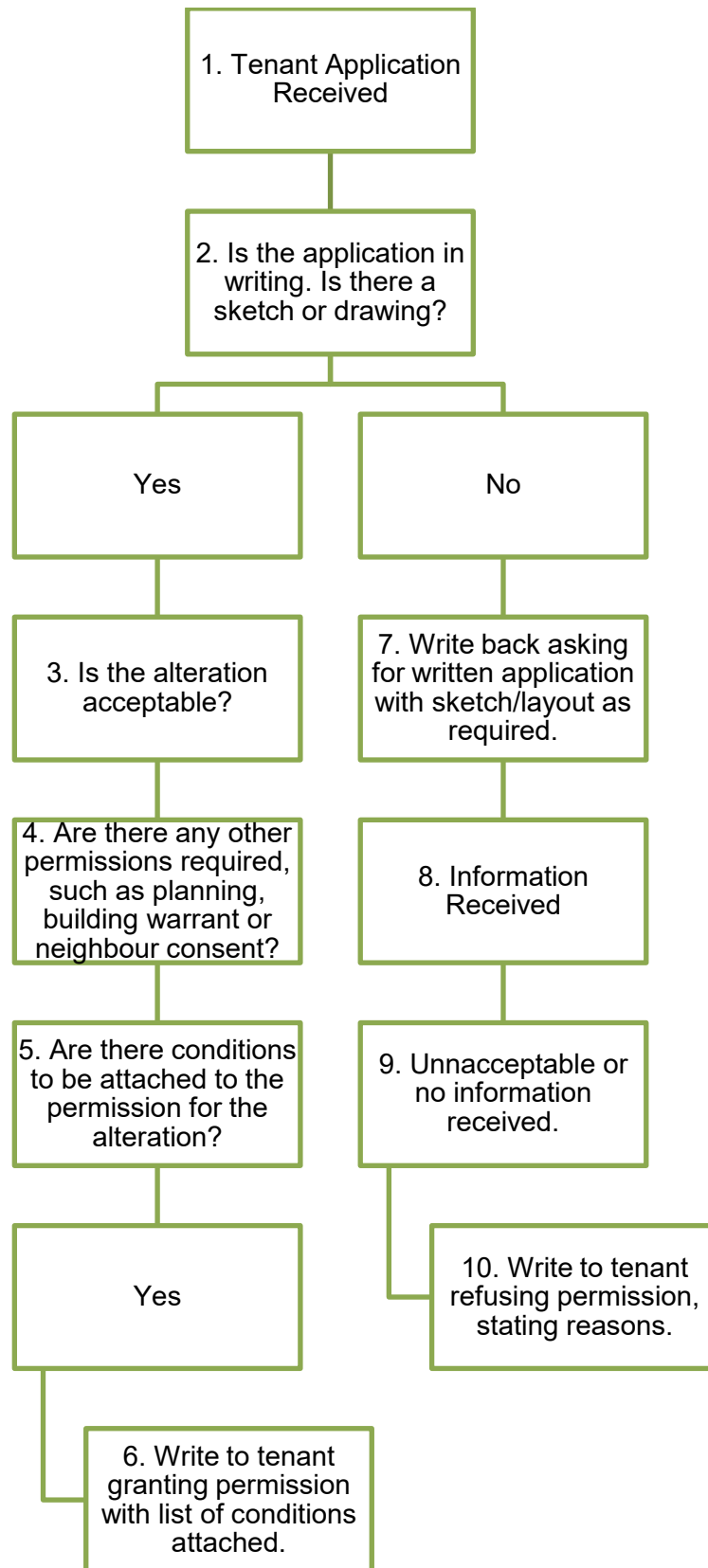
Submitting your application

Once you have completed your application, you should send it to:

Customer Services Team
Ark Housing Association
Lochside House
Ground Floor, West Suite
3 Lochside Way
Edinburgh Park
EH12 9DT

If you wish to discuss your application, you can phone us on 0131 478 8143 during office hours or e-mail customer.services@arkha.org.uk. **Please note that you should not commence any works until you have received written confirmation that permission has been granted.**

Appendix 4a – Alterations and Improvements Process Map



Appendix 4b – Process Map Procedural Notes

Box1	<p>Tenant’s application received, Customer Services Advisor to acknowledge receipt of application. All completed and signed applications are passed to the Asset Officer. Is the application straightforward? Are there any complications which would extend the decision past a couple of weeks? If there are, write to the tenant or guardian explaining that the decision may take more than a month to finalise and give reasons, e.g. the need for them to seek advice re planning permission, building warrant.</p>
Box2	<p>All applications must be in writing and must contain the following information to be processed:</p> <ul style="list-style-type: none"> • tenant’s (also joint tenant’s) / guardian / family member name and address and signature. • description of the alteration. • location of the alteration (e.g. bedroom, kitchen, back garden, etc.); • sketch or location plan, if required. This can be very basic, but if it is not provided and the tenant has difficulty in providing it, we can assist by visiting the property and making up a line diagram for the application (mostly for sheds, paths and fences); • information in relation to neighbour notification, planning permission, building warrants, etc; and • name of any contractors (including their qualifications) who will be employed by the tenant.
Box3	<p>Is the alteration acceptable to Ark? We must be reasonable in deciding whether to allow tenants to carry out work in our properties. Key considerations will include:</p> <ul style="list-style-type: none"> • Will the alteration, or anything related to its cause the property physical or structural damage? • How will the building look will after the work is done? • Will the alteration change the property for the better? • Is it a communal area shared by other tenants and would this restrict their enjoyment of the area? In the case of a communal area, permissions will <u>not</u> be granted. • Can the alteration be removed and the property returned to its previous condition? • Would the alteration generate complaints from neighbours or cause nuisance or offence to others? • Will the alteration impact on the aesthetics of the site or potentially contravene any planning conditions (e.g. conservation area)?
Box4	<p>Are any other permissions required? It is the tenant’s responsibility to confirm what if any actions they require to take in relation to neighbour notification, planning permission, building warrants, etc. The tenant must include such information within their application and any consent given by Ark will be without prejudice and on condition that all relevant statutory requirements have been fully adhered to.</p>
Box5	<p>Are there conditions which need to be attached to the permission? Permission to carry out an alteration will invariably have conditions attached. Examples of these conditions would be:</p> <ul style="list-style-type: none"> • Compliance with statutory requirements (e.g. neighbour notification, planning permission, building warrants, etc.); • colours, style or design to match existing; • fences not to exceed specified heights;

	<ul style="list-style-type: none"> • Electrical alterations require a valid safety certificate. • Standard conditions for erecting satellite dishes, etc.
Box6	Asset Officer to write to the tenant with the decision about whether the permission to carry out the alteration is granted, along with a list of conditions.
Box7	Where the tenant has not provided sufficient information to determine their application, Asset Officer to write back to the tenant detailing exactly what information is required. Include a paragraph about the possible need to extend the timescale.
Box8	Asset Officer to check that the information received is comprehensive and that it addresses the questions which prompted the request for additional information.
Box9	If the information received is insufficient or unacceptable, do not proceed with the application. Asset Officer to write back to the tenant advising that their application cannot progress until our queries are addressed.
Box10	If there is no response, or consistently poor or inadequate information is supplied, Asset Officer to write back to the tenant refusing permission to carry out the alteration, stating reasons for doing so.

Appendix 5 – Property Alterations Acknowledgement Standard Letter

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

(Address - Detail of Alterations)

Thank you for your enquiry about permission to carry out alterations work at the above address.

I enclose our Information on Tenant Guidance on Alterations & Improvements which will hopefully answer most of your initial questions. Please read this carefully and if you have any other questions, you can contact us at the number shown below.

Also enclosed is our Application Form. If you still wish to go ahead with the work after reading the Tenant Guidance on Tenant Alterations & Improvements, please complete the form as fully as possible and complete and sign the Undertaking. If you have a joint tenancy, both tenants must sign the Undertaking.

You must wait until your application has been approved before starting the works. If you intend employing a Contractor to carry out the work, please pass on the Tenant Guidance on Alterations and Improvements to them too before you agree a final estimate of the costs. If Planning Consent and / or Building Warrant is required for the work, please contact your local authority in advance to familiarise yourself with their procedures. Ark will require copies of all local authority correspondence and consents relating to the works.

To comply with the Housing (Scotland) Act 2001 we will reply to your application within 28 days at the latest. This period will start from the date that we receive your completed application. If your application is not complete and we have to return it to you for additional information, the 28-day period will start from when we receive the fully completed form.

If we have standards that apply to the work you wish to carry out, we will write to you and confirm that you follow these standards. **These are standard requirements such as the work must be carried out by a suitably qualified contractor and works must be carried out to a high standard of workmanship. Any damage caused to other parts of the property because of the work must be repaired at your own expense.**

Other things to consider are the CDM 2015 (Construction (Design and Management) Regulations 2015) that applies to all construction projects, including domestic ones.

A **domestic client** is an individual who has construction work carried out on their home or the home of a family member, not as part of any business.

Under CDM 2015, domestic clients have health and safety duties. However, these duties are typically transferred to other parties involved in the project:

- **Contractor:** For single contractor projects, the contractor takes on the legal duties of the client in addition to their own.
- **Principal Contractor:** For projects with more than one contractor, the principal contractor assumes the client's legal duties.
- If no principal contractor is appointed, the contractor in control of the construction work must carry out the client duties.
- Alternatively, if an architect (or other designer) is appointed, they can manage the project and take on the client duties instead of the principal contractor.
- The designer then becomes the principal designer and must have a written agreement with the domestic client.

[Further guidance for domestic clients is available on the HSE website.](#)

[Remember, CDM 2015 aims to improve health and safety in the construction industry, regardless of project size, duration, or complexity.](#) If you're involved in a domestic construction project, ensure compliance with these regulations to promote safety and well-being.

If your application is granted you will be responsible for maintaining and repairing the alteration throughout your tenancy. Unless we have agreed to take over responsibility for the alteration or improvement, Ark Housing Association reserves the right to instruct that the property is re-instated to its original condition at any time if the terms and conditions of our permission are not being complied with or when your tenancy comes to an end.

Finally, you may be entitled to compensation to the property if the alteration or improvement has received prior approval from Ark in accordance with the requirements of the Tenant Alterations & Improvements Policy and Procedure, and

- the work undertaken has been completed satisfactorily in accordance with current regulations, standards and our requirements, and
- the application for compensation is in accordance with the provisions of the Housing (Scotland) Act 2001 (the Act) and subsequent regulations and/or guidance.

If you have any questions about the contents of this letter or about your application, please contact us.

I acknowledge receipt of your request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We received this request on {ENTER DETAILS OF DATE REQUEST RECEIVED}. We will now review your application, consider any supporting documentation and arrange to visit your property. We will aim to do this and respond to you within the next month.

However if we need further information or clarification we will contact you and if this happens then it might take slightly longer to respond to your request.

If you wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

[CUSTOMER SERVICES TEAM]

Appendix 6 – Property Alterations Request for Further Information

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Home Alterations – More Information Required

I refer to your recent request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

Before we can process your application we need you to provide us with {ENTER DETAILS OF ADDITIONAL INFORMATION REQUIRED}.

If you wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

[NAME OF ASSET OFFICER]

ASSET OFFICER

Appendix 7 – Property Alterations Conditional Approval

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Home Alterations – Approval Conditional

I refer to your recent request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We are happy to agree conditional approval to your request, but you must read this letter carefully before starting any works.

Our permission is conditional upon the following:

- works must be carried out by a competent person, in line with health and safety requirements, and to a standard that we consider reasonable.
- where applicable, you must have relevant permission in place from your local authority and copy correspondence must be sent to us for us to review before you start any works.
- our in-principle permission is for a period of 12 weeks from the date of this letter, so if you do not complete works within this timescale you will require to reapply for permission or reinstate your home to its original condition;
- you must notify us as soon as works have been completed so that we can inspect the work carried out.
- on satisfactory completion of the works, the upkeep and maintenance of the alteration/s will be your responsibility; and
- If you end your tenancy you will require to leave the alteration (and may be entitled to compensation) or to reinstate the property to its original condition.

As your application relates to {ENTER DETAILS OF REQUESTED ALTERATION}, the following specific conditions also apply.

{INSERT RELEVANT STANDARD PARAGRAPH}

If you wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

[NAME OF ASSET OFFICER]
ASSET OFFICER

Appendix 8 – Standard Paragraphs to be Inserted for Property Alterations Approval conditional

Standard Conditions

- All works must meet current statutory requirements and any other standards or specifications we apply.
- All works must be carried to current building standards, which include a high standard of workmanship. Where electrical alterations are included no surface cabling is permitted on the walls.
- Where work is carried out electricity supplies, you must obtain the statutory safety inspection certificates from the Contractor(s) who carried out the work. These certificates must be passed to us.
- Any damage caused to other parts of the property as a result of the work must be repaired at your expense.
- We will not take over responsibility for this installation, you will be responsible for maintaining and repairing it to our standards, for the remainder of your tenancy.
- We reserve the right to instruct that the property is reinstated to its original condition at any time, if the terms and conditions of our permission are not being complied with.
- The installation must be removed and the area made good to our satisfaction at your expense should your tenancy end.

Specific Conditions

Laminate, wooden or tiled flooring

If we require access to underneath your flooring for any reason, it will be entirely your responsibility to lift and relay the flooring. This should be considered when choosing whether to install wooden or tiled flooring, as this is not as easily removed as other floorcoverings such as carpeting or vinyl. Ark will not be liable for any damage caused to laminate, wooden or tiled floorcoverings as a result of them having to be removed to allow access for maintenance which may be required in the future.

Shower

The shower must be installed by a competent electrician, and we will require a copy of the electrical safety certificate. A 10mm cable and copper piping must be used to supply the shower. You must ensure that you have adequate tiling to protect the wall surrounding the shower from water damage. A suitable shower curtain or shower screen must be installed. If we require access to behind the tiles for any reason it will be entirely your responsibility to remove and replace them. Ark will not be liable for any damage caused to tiles as a result of them having to be removed to allow access for maintenance which may be required in the future.

Sheds and Greenhouses

Must be no larger than 2.4m in length, 1.2m in width and 1.8m in height and must be placed securely on a suitable slatted or concrete base. It must be at least 3m away from any existing property and at least 1m away from any existing fencing. If we require access to under the

shed and base for any reason it will be entirely your responsibility to remove and re-site the shed and base. Ark will not be liable for any damage caused to the shed or base because of them having to be removed to allow access for maintenance which may be required in the future. No heat, light or power or any other services to be supplied to the shed / greenhouse. The area around the shed / greenhouse must be always kept clean and tidy not allowing a build-up of items around them at any time. The shed / greenhouse must be suitably maintained by the tenant and must not be allowed to fall into disrepair or create a hazard. E.g. broken glass.

The boundary fence or wall should not be damaged or compromised because of the installation of the shed / greenhouse base or shed / greenhouse itself. The shed / greenhouse must be fully dismantled and removed at tenants' own expense at the end of the tenancy

The shed / greenhouse can be sited to the rear provided that the total area of all structures covered by shed and greenhouse is less than half the size of the garden. No sheds / greenhouses or other structures to be placed at the side of the property blocking access to the rear of the property.

Driveway

The driveway must be created using a suitable base and no existing manholes may be covered. The kerb should be dropped, for which you must contact your local authority and provide a copy of written permission. If we require access to under the driveway for any reason it will be entirely your responsibility to remove and re-site it. Ark will not be liable for any damage caused to the driveway because of it having to be removed to allow access for maintenance which may be required in the future.

Fencing

Rear fencing must be no higher than 1.8m and front fencing must be no higher than 1m. The fencing must be erected within the boundary of your own garden and written agreement must be gained from any neighbours, whose garden the fence borders.

Kitchens

Any carcass should be a minimum of 18mm thickness with worktops being at least 38mm thick. Plumbing, gas or electrical installation must be certified by a qualified and registered contractor.

Bathrooms

Baths to be manufactured in steel and white in colour to match toilet and wash hand basin. Plumbing, gas or electrical installation must be certified by a qualified and registered contractor.

Fibre Optic Cables

Cables do not create a health and safety hazard or impede access to the building or affect window and door openings. Ensure no drilling through any existing service wires or pipes internally or externally. Any new holes drilled should be sealed externally with clear mastic to avoid water ingress to cavity. Any new holes drilled internally to be left smooth to take decoration. Any new cables internally to be concealed if possible and any new wire runs to be

minimal. Any new cables internally to be fixed to skirting and avoid running around doors where possible. At the end of the tenancy all internal cables and associated clips removed and left clean for decoration.

Wall-mounted televisions

The television must be adequately fixed by a competent tradesman using brackets recommended by the manufacturer. You will be required to make good any wall damaged by the removal of the bracket should your tenancy end.

Loft insulation

Insulation must comply with building standards requirements of a minimum depth of 270mm. Where the property is a common block then permission must be sought from affected owners.

Cavity wall insulation

Cavity insulation must comply with building standards requirements. Where the property is a common block then permission must be sought from affected owners.

Burglar alarm

The alarm must be installed by a competent contractor and a copy of an electrical safety certificate must be provided for any electrical installations.

The alarm must not cause any nuisance to surrounding neighbours.

Closed Circuit Television (CCTV)

Any camera/s installed must be secured in such a way that they do not cause structural damage. They must be located so that they can only be directed at your own property and garden, and must not affect the right to privacy of neighbours or other third parties.

Dog kennel

The kennel must be no larger than 1.2m in height, 1m in width and 1.2m in length. The kennel must be placed securely on a suitable slatted or concrete base. It must be at least 3m away from any existing property and at least 1m away from any existing fencing. If we require access to under the kennel and base for any reason it will be entirely your responsibility to remove and re-site the kennel and base. Ark will not be liable for any damage caused to the kennel or base as a result of them having to be removed to allow access for maintenance which may be required in the future.

Satellite dish

The satellite dish must not be attached to the property or any fencing. It must be securely attached to a pole erected in the garden of your property.

Key safe

Where a key safe is to be installed at the request of the Social Work Department, the key safe must be installed by a competent contractor. Any maintenance will be entirely the responsibility of the Social Work Department and must be removed should the tenancy end with any damage to property made good.

Door entry system

Where a door entry system is to be installed at the request of the Social Work Department, the key safe must be installed by a competent contractor. Any maintenance will be entirely the responsibility of the Social Work Department and must be removed should the tenancy end with any damage to property made good.

Temporary ramp

Where a temporary ramp is to be installed at the request of the Social Work Department, the key safe must be installed by a competent contractor. Any maintenance will be entirely the responsibility of the Social Work Department and must be removed should the tenancy end with any damage to property made good.

Stair lift

Where a stair lift is to be installed at the request of the Social Work Department, the key safe must be installed by a competent contractor. Any maintenance will be entirely the responsibility of the Social Work Department and must be removed should the tenancy end with any damage to property made good.

Tiled walls

Should we require access to behind the tiles for any reason it will be entirely your responsibility to remove and replace them. Ark will not be liable for any damage caused to tiles as a result of them having to be removed to allow access for maintenance which may be required in the future.

External taps

The internal pipework must be copper pipe, insulated and fitted with a balofix valve to isolate the external water supply.

Slabbing

Slabs must be securely sited on a suitable base and not present any trip hazard. Should we require access to under the slabs for any reason it will be entirely your responsibility to remove and re-site them. Ark will not be liable for any damage caused to the slabs as a result of them having to be removed to allow access for maintenance which may be required in the future.

Fitted wardrobes

No structural changes will be allowed. You should contact the Ark Customer Services team to discuss and agree your proposed specification before proceeding with installation.

Internal doors

Any glazed door must have regulation safety glass, proof of which must be provided to Ark. The existing doors must be stored by you and be reinstated should the tenancy end. Any existing fire doors must be replaced with a regulation half hour fire door.

Windows

No structural changes will be allowed and removal of mullions is not permitted. Replacement windows must be like for like. You should contact the Ark Customer Services team to discuss and agree your proposed specification before proceeding with installation.

External doors

No structural changes will be allowed and canopies over doors are not permitted. Replacement external doors must be like for like. You should contact the Ark Customer Services team to discuss and agree your proposed specification before proceeding with installation.

Appendix 9 – Property Alterations Post Inspection

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Property Alterations – Post Inspection

I refer to previous correspondence regarding your request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We have inspected the works carried out and are happy to formalise approval to the alteration/s to your home.

Please remember that our permission is conditional upon the following:

- all relevant permissions have been granted by your local authority and fully complied with;
- the upkeep and maintenance of the alteration/s will be your responsibility; and
- If you end your tenancy you will require to leave the alteration (and may be entitled to compensation) or to reinstate the property to its original condition.

As your application relates to {ENTER DETAILS OF REQUESTED ALTERATION}, the following specific conditions also apply.

{INSERT RELEVANT STANDARD PARAGRAPH}

However it is important to note that we may review or withdraw our approval for any alteration/s if there is evidence of structural damage or nuisance.

If you wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

[NAME OF ASSET OFFICER]
ASSET OFFICER

Appendix 10 – Formal Refusal Property Alterations

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Property Alterations – Refusal of Permission

I acknowledge receipt of your request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We regret that we are unable to grant permission for this work because {ENTER DETAILS OF REASON FOR REFUSAL}.

You should therefore not proceed with these works as doing this without our permission would be a breach of your tenancy agreement and you could be liable for any costs to reinstate your property.

If you need clarification or wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

**[NAME OF ASSET OFFICER]
ASSET OFFICER**

Appendix 11 – Withdrawal of Permission of Property Alterations

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Property Alterations – Withdrawal of Permission

I refer to previous correspondence regarding your request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We regret that we require to withdraw our earlier permission for this work because {ENTER DETAILS OF REASON FOR WITHDRAWAL}.

You should therefore reinstate your property to its original condition and if you wish to consider altering your home you should re-apply to us.

If you need clarification or wish to discuss this further, please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

[NAME OF ASSET OFFICER]

ASSET OFFICER

Appendix 12 – Qualifying Improvements and Right to Compensation

{DATE}

{TENANT'S NAME}

{1ST LINE OF ADDRESS}

{AREA}

{POSTCODE}

Dear {SALUTATION/TENANT'S NAME}

Property Alterations – Right to Compensation for Improvements

I refer to previous correspondence regarding your request to {ENTER DETAILS OF REQUESTED ALTERATION} at the above property.

We note that you have recently notified us of your intention to terminate your tenancy. Under the Right to Compensation for Improvements regulations, you may be entitled to some compensation towards the costs incurred in carrying out certain 'qualifying improvements' that were started on or after 30 September 2002. These include installing, replacing or fitting:

- a bath or shower;
- cavity wall insulation;
- sound insulation;
- double glazing, replacing external windows or fitting secondary glazing;
- draught-proofing external doors or windows;
- pipes, water tanks or cylinders;
- a kitchen sink;
- loft insulation;
- rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors);
- security measures other than burglar alarms;
- space or water heating;
- storage cupboards in a bathroom or kitchen;
- thermostatic radiator valves;
- a wash-hand basin;
- a toilet;
- a work surface for preparing food; and
- Mechanical ventilation in bathrooms and kitchens.

If you wish to discuss this further please contact our Ark Customer Services team on 0131 478 8143.

Yours sincerely

**[NAME OF ASSET OFFICER]
ASSET OFFICER**

Appendix 13 – Tenant Alterations and Improvements Guidance

CONDITIONS THAT APPLY TO ALL ALTERATIONS AND IMPROVEMENTS

- All works must meet current statutory requirements and any other standards or specifications we apply.
- All works must be carried to current building standards, which include a high standard of workmanship. Where electrical alterations are included no surface cabling is permitted on the walls.
- Where work is carried out electricity supplies, you must obtain the statutory safety inspection certificates from the Contractor(s) who carried out the work. These certificates must be passed to us.
- Any damage caused to other parts of the property as a result of the work must be repaired at your expense.
- We will not take over responsibility for this installation, you will be responsible for maintaining and repairing it to our standards, for the remainder of your tenancy.
- We reserve the right to instruct that the property is reinstated to its original condition at any time, if the terms and conditions of our permission are not being complied with.
- The installation must be removed and the area made good to our satisfaction at your expense should your tenancy end unless the alteration or improvement is a qualifying improvement and under the Right to Compensation for Improvements Regulations.

CONDITIONS THAT APPLY TO AN APPROVED APPLICATION

Permission to carry out the work is given subject to the following conditions:

- All other necessary approvals, e.g. Planning Consent or Building Warrant, must be obtained by you at your expense. The originals of any approvals plus copies of any approved plans must be provided to Ark before you start work. We will provide you with copies.
- Where a Building Warrant is required, the original of the completion certificate must be provided to us after the work has been inspected and approved by the Building Control Officer.
- All works must meet current statutory requirements and any other standards or specifications we apply.
- All works must be carried to our current standards, which include a high standard of workmanship.
- Where work is carried out on gas and/or electricity supplies, you must obtain the statutory safety inspection certificates from the Contractor(s) who carried out the work. These certificates must be passed to us.
- Any damage caused to other parts of the property as a result of the work must be repaired at your expense.
- Unless we have agreed to take over responsibility for the alteration or improvement, you will be responsible for maintaining and repairing it to our standards, for the remainder of your tenancy.
- We reserve the right to instruct that the property is reinstated to its original condition at any time, if the terms and conditions of our permission are not being complied with.

Appendix 14 – Tenant Alterations and Improvements Completion Form

Name				
Address where alteration will take place				
Phone number/s				
E-mail address				
Described the work that has been completed and may now be inspected.				
What day of week would be available for a visit? Is this a morning or afternoon appointment?	Monday <i>(Circle those that apply)</i> Tuesday Wednesday Thursday Friday Morning Afternoon			
Did the work involve alterations to your electrical supply?	YES or NO <i>(Circle one)</i>			
Did the work involve alterations to your gas supply?	YES or NO <i>(Circle one)</i>			
Did the Work require planning permission or building warrant? If you answered YES please attach the Building Control completion certificate. If you do not have this please contact the Building Control office at your local Council as quickly as possible.				
Customer and or Guardian Signature if applicable	Signed		Date	

Please return this form to: Ark Customer Services customer.services@arkha.org.uk or post to:

Ark Customer Services Team
Ark Housing Association Ltd
Ground Floor, West Suite
3 Lochside Way
Edinburgh Park
EH12 9DT