

Bromford Flagship

Customer Alterations Policy

Policy Statement & Purpose

Bromford Flagship will ensure risk to people, buildings and the wider business are reduced as far as reasonably practicable while ensuring that all legislative requirements are met. Further ensuring Bromford Flagship properties are financially viable and maintain Bromford Flagship's assets in a positive manner for use of the current and future customers.

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

Contents

1. Scope
 2. Legislative Requirements
 3. Responsibilities/Duty Holder
 4. Principles
 5. Competence and Training
 6. Agreed KPIs
 7. Assurance Framework
 8. Document Details and version control
- Appendix 1: Customer Alterations case categories
- Appendix 2: Customer Alterations Compensation policy calculating formula
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1. Scope

This policy encompasses Bromford Flagship Ltd and its subsidiaries [excluding Gasway], permissions process regarding Customer Alterations (CAs). 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.

2. Legislative Requirements

By following this policy it ensures that Bromford Flagship complies with:

- Landlord & Tenant Act 1985;1996
 - Housing Act 2004 (inc. HHSRS)
 - Equality Act 2010
 - General Data Protection Regulation and Data Protection Act 2018
 - Social Housing Act 2023
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**References to "the Board" in this document and our governance arrangements mean the coterminous Board acting as the Boards of Bromford Flagship Limited (BFL), Bromford Housing Association Limited (BHA), Flagship Housing Limited (FHL), Merlin Housing Society Limited (MHS) and Bromford Home Ownership Limited (BHO).*

3. Responsibilities/Duty holder

Role	Responsibilities	Frequency
*Bromford Flagship Board	They are the responsible legal entity and must oversee the discharge of the required standards Ensuring Bromford Flagship complies with legislation Ensuring effective controls are in place to manage customer alterations	Annually
Chief Customer Officer	Approval of the policy Reviewing, endorsing, and achieving this policy's aims by ensuring the appropriate resources and frameworks are in place	Ongoing
Senior Leaders	Ensuring the appropriate resources and procedures are in place to deliver the aims of this policy	
The Adaptation and Customer Alteration (A&CA) Team / asset surveyors	The timely processing of requests received, providing outcomes based on this information and ensuring this information is passed onto the relevant Bromford Flagship teams to action accordingly To ensure any requested works comply with all legislative requirements along with any relevant Bromford Flagship policies	Ongoing
All Colleagues	Carrying out their work in line with this policy and associated procedures and processes Applying Bromford Flagships DNA in everything they do Reporting non-compliance to line management as soon as practically possible Consider electrical safety in all our activities and notifying compliance leads of any activity which puts compliance at risk	Ongoing
Customers	Input into Policy via customer consultation. Agreeing to process any requests through the appropriate channels. Agree to adhere to any decision made	As required

4. Principles

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

Each request will be considered individually in accordance with the following principles

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 customer's signed agreement.

Generally:

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

For the following Our consent will not be unreasonably withheld but conditions may be attached to the consent.

Tenancies: Customers can apply to make alterations at their own cost, providing that they obtain Bromford Flagship's prior written consent as well as any relevant statutory approval.

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. Structural alterations and/or additions to the inside or outside of the property may not be permitted under the terms of a lease, for example:

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.

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 Flagship's and the Managing Agents Consent
- Suppliers must have the relevant statutory registrations and qualifications
- The customer must ensure suitable insurance cover is maintained during the works
- 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
- Evidence of relevant certification following completion of works will be required

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.

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 Flagship 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 Flagship appointed contractor, we will not be responsible for re-fitting e.g. laminate flooring.

Fees

Where a surveyor visit is required for more complex alterations on Shared Ownership, Leasehold and Freehold properties, a proportionate fee will be charged (up to a maximum of £150). Fee charges will be reviewed annually and are payable in advance of an application being considered, regardless of whether a management fee is already paid as part of the service charge.

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

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.

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.

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.

Appeals

Where Bromford Flagship refuse permission for an alteration and the customer wishes to appeal this decision, appeals must be made in writing within 15 working days from the date of notification of the decision.

A Head of Service or a designated leader not involved in the original decision will consider all appeals.

- Customers must make the appeal within 15 working days of the decision.
- Customers will be notified of the appeal decision within 15 working days of receipt of the appeal.
- If the customer is not satisfied with the outcome, they may refer their complaint directly to the Housing Ombudsman.

5. Linked Documentation

Bromford Flagship Documents	Bromford only	Flagship only
Gas Safety Policy Bromford Flagship Health and Safety Policy	Customer Alterations Service Standards: Responsive Repairs Policy: Customer Alterations KBA: Adaptations Policy: Compensation Policy:	

External references
Bromford Website - Alterations
Flagship Website - Alterations

6. Competence and Training

We will commit to demonstrating a sufficient level of skill, knowledge and aptitude that shows we can provide good quality advice and services to our customers. Competence will be detailed through our process and procedure documentation and remain under continuous review to ensure we provide our services safely and by suitably trained colleagues.

7. Agreed KPIs

If you rent a home from us:

We'll respond to your request within 10 working days. We may request further information and may need to survey your home and will let you know if that's the case, we aim to make a decision with 12 weeks of your application

If you part own your home:

We'll respond to your request within 10 working days. We may request further information and may need to survey your home and will let you know if that's the case.

Following receipt of application, customers will be contacted of their request within 10 working days. Within this initial contact, we will advise if appropriate the administration fee for their request. These fees range from £55 to £150 depending on tenure and/or type of alteration.

We aim to make a decision within 12 weeks of your application.

8. Assurance Framework

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

Where suitable we will signpost to Bromford Flagship’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

This policy will be published on the Corporate Document Library and website.

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

9. Document Details and version control

Owner: Adam Carmi
Approved By: Customer Forum
Date of Approval: X
Next Review Due: X
Policy Version: 4
Share to website: Yes

Renewal Date	Version	Approved By	Comments
9/7/2024	3.2		New policy template applied, and Fees section revised
9/9/2024	3.3		Appeals section revised
TBC	4		Bromford Flagship Aligned

Appendix 1

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

Removal of boundary hedges

Electric Vehicle Charging Point – communal parking

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)

Fencing/railings alterations (like for like style/height - unless non Bromford Flagship Customer) - Lizz – should this be in approval

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 - astro turf, changing levels, 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 – dedicated parking connected to house

Hive systems or similar to heating

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

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)

Appendix 2

Compensation Policy Calculating Formula

Qualifying Improvements and Formula for Calculating Amount of Compensation

Below is a list of improvements that customers can make to their home at their own cost once permission has been granted:

Qualifying Improvements	Notional Life (years)
Bathrooms	
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchens	
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Any object which improves the security of the dwelling, but excluding burglar alarms	10

The formula for calculating the amount of compensation is as follows:

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

C= Cost of the improvement (less any grant received)

N= Notional life of the improvement

Y= Number of complete years since the improvement was made (part years are rounded up)

Right to compensation for improvements – example

A customer installs a bathroom suite costing £480.00. The notional life is 12 years

The improvement is discounted at £40 per year

The customer claims compensation 4 years after the improvement is made.

Notional life minus number of year's improvement completed

12 years – 4 years = 8 years. Cost divided by notional life = depreciation/discounted amount

£480/12years = £40 per annum

Depreciation x number of years

£40 x 8 years = £320

Total compensation due =£320