



Contents

1. Purpose
2. Introduction
3. Policy statement – leaseholders and shared owners
4. Policy statement – tenants
5. All tenure
6. Monitoring and controls
7. Legislation and regulation
8. Equality, diversity and inclusion
9. Communication and consultation

1. Purpose

This policy explains how Lewisham Council's Housing Service will deal with requests from tenants, leaseholders, or shared owners of our directly managed Council Housing, who wish to make an alteration to their property. It also explains how we will deal with situations where an alteration has been made without prior permission.

2. Introduction

- 2.1 We recognise that many of our residents will want to personalise and improve their homes, and we want to enable them to do so whenever possible. This can have benefits, both to the property itself and to the well-being of the occupants.
- 2.2 Tenancy and lease agreements issued by Lewisham Council contain restrictions regarding the type of alterations that a tenant or leaseholder is permitted to undertake. They specify the need to obtain prior consent before undertaking such work.
- 2.3 Our priority is to ensure all work is completed safely and responsibly and will meet all required standards including fitness for habitation. We also need to ensure public funds are managed wisely, so where Lewisham Council own all or a portion of a property, we need to ensure that permitting an alteration will not devalue the asset.
- 2.4 The restrictions relating to alterations are there in part to help us to keep the building safe and to minimise the need for costly rectification measures. The agreements allow us to take action, including, but not limited to recharging costs incurred in rectifying any unauthorised or dangerous alteration.



3. Policy statement: Leaseholders and Shared Owners

3.1 You are required to obtain written permission from Lewisham Council Housing Services before you carry out any work to your property, the 'demised premises' as described in your lease, which includes where this will:

- alter the construction
- alter the height of the property
- alter the architectural appearance
- alter or cut any of the main walls or timbers
- put up or build any extra or substituted building
- enclose a porch
- put up any fences, poles, wires, aerials or other similar item
- disconnect or alter apparatus installations pipework and ducting relating to the common supply of heating and hot water

3.2 The lease obliges you to keep fixtures and fittings in good repair, *to the satisfaction of the Lessor*. It also requires that you do nothing that would endanger the structure. To ensure these conditions are satisfied we require you to be able to produce evidence that only suitably qualified professionals undertake works requiring certification such as gas, electrical, asbestos removal, or structural work.

3.3 Always check the terms of your lease to ensure no terms will be breached by the work you are proposing. Some leases may have specific restrictions or clauses in addition to those set out in this policy. For the Shared Ownership lease, for example, this includes:

- Not to:
 - Make any alterations or additions to the exterior of the Premises, or to the Balcony
 - Make any structural alterations or structural additions to the interior of the Premises
 - Erect any new buildings on the Premises
 - In any way interfere with the outside of the Building or
 - Remove any of the Landlord's fixtures from the Premises.
- Not to make any alteration or addition of a non-structural nature to the interior of the Premises without our consent
- Not to cause or permit obstruction or blockage in any of the pipes or drains of the Building.

3.4 You must be the current legal lessee of the property. We are unable to accept applications from potential purchasers.

3.5 Where you obtain permission from our housing services to undertake work, this may be given subject to your obtaining appropriate permissions such as, but not limited to:

- Lewisham Council Planning – including checking for special limitations if your property is in a conservation area
- Lewisham Council Building Control
- Agreement from other building owners where work will affect their property or their use of it



- 3.6 You must not carry out any alterations until you have all relevant permission(s) in place, to avoid being in breach of your lease. Where you have made an alteration and are applying for permission afterwards, we can:
- Take action against you for breach of the lease
 - Ask you to rectify any damage, and/or recharge you where we have to do so
 - Charge you for management, administrative and legal costs we incur in resolving the matter
- 3.7 By asking you to contact us first with your proposals we can clarify what information we will require from you before and after work commences. This may include proof of insurance, and completion certificates. We will also confirm what work we are unable to approve, to help you to avoid unnecessary costs and delays later.
- 3.8 We will let you know if we will require you to produce evidence that only suitably qualified professionals undertake work requiring certification, such as gas, electrical, asbestos removal, or structural work. We may ask for confirmation that a certified product was installed – for example a fire-rated door.
- 3.9 As set out in the lease, we will require you to pay for the professional fees we incur in respect of an application for consent or approval. These costs will vary depending on the request, but will be explained at the time, to help you decide whether to proceed with an application.
- 3.10 All Leaseholder or Shared Owner requests regarding alterations should be directed to the Home Ownership service in the first instance.

4. Policy statement - Tenants

- 4.1 Where you hold a secure tenancy, your tenancy agreement requires you to obtain written permission from your landlord (Lewisham Council) before carrying out alterations, improvements, or additions to your home. This includes but is not limited to:
- Structural alterations including removing any inside or outside walls or changing any windows
 - Decorating the exterior of your home
 - Installation of hardwood or laminate floors
 - Removing or altering fixed units, doors, fixtures or fittings
 - Erecting a conservatory, lean-to or other building or structure in or on the property
 - Erecting a shed, greenhouse, or other outbuilding
 - Creating or altering paving, patios or decking
 - Planting any trees, or shrubs that may cause damage to your home or any neighbouring properties
 - Removing or cutting down any trees on the premises
 - Erecting or hanging any TV aerial, satellite dish or advertisements or any other thing to or from the exterior of your home
- 4.2 While we aim to give permission wherever we can, our consent may be subject to conditions that you must comply with, or conditional on you obtaining planning permission, building regulation approval etc. Any works undertaken by you must



comply with all current building regulations and planning permission. You will be responsible for obtaining this approval and meeting the costs of doing this.

- 4.3 We require you to be able to produce evidence that only suitably qualified professionals undertake work requiring certification such as gas, electrical, asbestos removal, or structural work. We may ask for confirmation that a certified product was installed – for example a fire-rated door.
- 4.4 If you make an improvement or alteration to your home without our permission, we may require you to return your home to how it was before. You will be liable for any damage caused as a result of unauthorised works. If you do not reinstate alterations or damage caused, we reserve the right to do the work and recharge you our reasonable costs for doing it. If you fail to reinstate, or allow us to do this for you, or fail to pay the cost of us doing the work for you, this will be a breach of your tenancy agreement and we may take legal action to recover the property.
- 4.5 In order to give our permission where you choose to exchange your property by mutual exchange, we will require access to check the property condition and to confirm that no unauthorised alterations have taken place.
- 4.6 When you end your tenancy it is a condition that you remove or make good any unauthorised additions or alterations to your home. If we have to do this on your behalf, you will be recharged for all reasonable costs incurred.
- 4.7 Where a secure tenant is moving out, it may be possible to claim compensation for 'qualifying improvements' in line with regulation, where permission has been obtained. Outside of the items covered by this, we will offer no other compensation or contribution for an alteration you choose to make.
- 4.8 You do not have the right to carry out alterations to your home while you are an Introductory tenant. You may request permission to do so once the introductory period of your tenancy has been successfully completed.
- 4.9 Licence-holders and tenants on Assured Shorthold tenancies or other non-secure tenancies do not have the right to carry out any alterations unless their agreement expressly allows for this.
- 4.10 All tenant requests regarding alterations should be directed to their Housing Officer/Team in the first instance.

5. All tenure

- 5.1 Receipt of planning permission or approval from building control does not, in itself, guarantee that permission will be given by the landlord/building's owner to proceed with work. Permission from the owner is also required. Therefore, you must not proceed with any work covered under the scope of this policy until you have received express permission to do so from Lewisham Council's Housing Service.
- 5.2 An alteration previously made to a neighbouring property is not an indication that permission will be given for similar work in future.
- 5.3 Permission will not be given to make an alteration where this would invalidate our insurance or an existing warranty.



- 5.4 Permission will not be given to enclose an open balcony.
- 5.5 Permission will not be given for any work which will adversely impact the structural or fire integrity of the building. This includes, for example, installation of security grills over front entrance doors, or a replacement door that does not meet the required fire rating.
- 5.6 Where laminate or other hard flooring is laid, this must include adequate sound insulation so as not to cause nuisance to others.
- 5.7 If we need to remove an installation which has been added by a resident, in order to carry out our duty to maintain, inspect or repair, we are not responsible for replacing it. This responsibility will remain with you. Examples include laminate flooring, and boxing over pipework or utilities. You will be recharged for any repairs or removals we need to carry out if the repair relates to or arises from the alteration.
- 5.8 Lewisham Council Housing Services will confirm in writing what information will be required for the type of work you are requesting to do. This includes, but is not limited to, public liability insurance; guarantees/warranties of work undertaken; certificates; and proof of materials or a process used.
- 5.9 Where work will affect another property not managed by Lewisham Council, we will ask for proof that you have received permission from the other party before granting permission.
- 5.10 You must make sure you employ suitably qualified and certified contractors once permission is granted.
- 5.11 We will inform you where an area you plan to undertake work may contain asbestos, and we will explain how this will affect your proposal.
- 5.12 Lewisham Council will not reimburse a tenant, shared owner, or leaseholder for any costs incurred in pursuing or completing an application to make an improvement, regardless of whether the application is accepted or refused.
- 5.13 While some noise may be expected as part of any building work, we expect work to be done at a time and manner that minimises disruption and inconvenience to other residents. Waste building materials must not be disposed of within household waste or left out in communal areas.

6. Monitoring and Controls

- 6.1 We will implement this policy through agreed internal procedures. Staff will be trained and briefed appropriately, and we will monitor cases to ensure they are implemented correctly, consistently and in line with any timeframes given. We will use any learning to improve the service, including the information we make available to residents.
- 6.2 In order to process a request Lewisham Council's Housing Service may share relevant information with other services within Lewisham Council.
- 6.3 We will record alteration requests and will retain associated correspondence. This will be in line with our data protection and data retention timeframes.



7. Legislation and regulation

7.1 Relevant legislation and regulation includes, but is not limited to, the following:

- Housing Act 1985
- Housing Act 2004 including the introduction of the housing health and safety rating system (HHSRS)
- Fitness for Human Habitation Act 2019
- Party Wall Act 1996
- Building Regulations 2010 and The Building (Approved Inspectors) Regulations 2010
- The National Planning Policy Framework, applications
- The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994

8. Equality, diversity, and inclusion

- 8.1 The development of this policy has taken into account all protected characteristics as outlined in the Equality Act 2010 and included an Equality assessment.
- 8.2 While it is sometimes necessary to provide information in a prescribed way to meet a legal requirement, we will always try to communicate information in an accessible and understandable way, to assist the tenant, shared owner, or leaseholder, to understand what will be required of them.
- 8.2 Where an alteration is being proposed to adapt a property to meet the needs of someone with a disability or impairment, this policy should be considered alongside the Housing Services Aids and Adaptions policy statement.

9. Communication

- 9.1 This policy will be published on the Lewisham Council website, along with any relevant supporting information and guidance.
- 9.2 Additional useful information can be found on Lewisham Council's planning portal. We may also signpost you to other information relating to your request.
- 9.3 Complaints will be handled in line with Lewisham Council's Housing Services complaints policy and process.

New Policy: Alterations and Improvements policy 2021 (Lewisham Homes)
Minor updates to reflect the return of landlord services previously managed by Lewisham Homes to Lewisham Council and to include shared ownership tenure

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