



# Alterations & Improvements Policy May 2023

<b>POLICY IMPLEMENTATION CHECKLIST</b>	
Policy Guardian:	PAUL MURPHY
Author:	EVH
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Diversity compliant:	YES
Equality Impact Assessment:	LOW
Data Protection compliant:	YES
Health & Safety compliant:	YES
Procedure implemented:	YES
SDM system changes made:	N/A
Training Completed:	
Posted on Sharepoint:	
Posted on website:	

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## **1.0 INTRODUCTION**

The Co-operative fully supports a tenant's right to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenant wishing to make their property a comfortable and pleasant place for them to live for themselves or their families.

However, the Co-operative also recognises that we have a duty to ensure that all our properties are kept in a safe condition and to the highest possible standard. As such, the Co-operative accepts that it has a role in monitoring, approving and inspecting any alterations or improvements made by tenants to the property.

This Policy, therefore, is intended to clearly define our role and the responsibilities of tenants to give both parties guidance on the requirements placed on them.

## **2.0 AIMS AND OBJECTIVES**

- 2.1** To establish clear policy and procedures for tenants and the Co-operative for granting permission to carry out alterations and improvements to our properties.
- 2.2** The primary aim of the policy is to ensure that any works carried out by tenants to their home are done so safely and do not constitute a risk to the household, visitors to the property or to other tenants.
- 2.3** By ensuring that tenants apply for permission prior to carrying out any alterations or improvements to the property, the Co-operative can make sure that any works are carried out to an acceptable standard, meet all safety regulations and requirements and will not present future problems for other tenants or the Co-operative.
- 2.4** The Alterations and Improvements Policy also sets out the conditions under which compensation will be paid to tenants at the end of their tenancy for the alterations or improvements they have made to their home, and the procedures for calculating any amounts due.
- 2.5** The Policy is intended to give guidance to staff on implementing the correct procedures and to tenants on the requirements that are placed on them. It also aims to ensure that, as far as possible, all applications to carry out any alterations or improvements are dealt with in a fair, equitable and consistent manner.

## **3.0 LEGAL REQUIREMENTS AND GOOD PRACTICE**

The Housing (Scotland) Act 2001 states that any tenant wishing to make an alteration or improvement to their home must firstly obtain the Co-operative's approval. It further states that such permission must not be unreasonably withheld.

The obligation on tenants to apply for written permission before making any alterations or improvements to the property is re-iterated in Section 5.21 – 5.23 “Alterations and Improvements” and 10.2 “Permissions” of the Scottish Secure Tenancy Agreement.

The Housing (Scotland) Act 2001 and the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 detail the tenants’ rights, at the end of their tenancy and under certain circumstances, to reimbursement or compensation for the improvements they have carried out.

The Co-operative also has regard to the Scottish Social Housing Charter as introduced by the 2010 Act and sets out the standards and outcomes that all social landlords are expected to meet in the delivery of their services. This policy takes specific account of Outcome 1 – Equalities “*every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services*”.

## **4.0 DUTIES AND RESPONSIBILITIES**

### **4.1 The Co-operative’s Responsibility**

We have a duty to ensure that all our properties are maintained in a safe and acceptable condition and, as such, have a responsibility to oversee any alterations, works and/or improvements made in the house by tenants. All applications will be treated in a consistent and fair manner.

### **4.2 The Tenant’s Responsibility**

Tenants must apply to the landlord for permission to carry out any works, other than interior decoration, to the property and written permission must be received from the Co-operative before any work is started.

Tenants must also inform the Co-operative once the works are completed and allow access for an inspection of the works.

It is the responsibility of applicants to apply for all statutory approvals such as Building Warrants, Planning Consent etc. and they must provide copies of all relevant documentation to the Co-operative both prior to carrying out the works and on completion.

## **5.0 ALTERATIONS AND IMPROVEMENTS PROCEDURE**

### **5.1** In accordance with the Housing (Scotland) Act 2001, tenants must not proceed with any alteration or improvement works to the property until permission has been granted in writing by the Co-operative.

A tenant requesting to carry out an alterations or improvements (other than interior decoration) must be sent an information leaflet and an Application for Alterations and Improvements form which they are required to complete and return to the Co-operative (Appendix 1 & 2);

- 5.2** All applications received will be acknowledged within 3 working days and the tenant will be reminded not to start any works until they have received written permission from the Co-operative (Appendix 3);
- 5.3** A pre-inspection will be required before any work proceed by the Maintenance Assistant/Officer to fully discuss the proposed alterations request and what, if any, conditions will be applied. However, it must be emphasised that no work should commence until permission is granted in writing which will clearly detail any condtions;
- 5.4** The Co-operative must respond in writing within 28 days of receipt of a correctly completed application form of whether they can proceed or not.

This timescale may be delayed where, for example, further information is required, access for relevant inspections has not been provided or the matter requires to be referred for further consideration. In such instances, the applicant will be advised of the delay in writing and will be given a target date for a written decision.

If we do not respond within this time period it will be deemed that permission has been granted. This is in accordance with the Housing (Scotland) Act 2001) (Appendix 3);

- 5.5** A post inspection is required upon completion of the works to ensure the work has been carried out to a standard acceptable to the Co-operative;
- 5.6** If the work is not carried out to the standard required, the tenant will have to bring the job up to the required standard or remove the work and reinstate the property to its original condition at their own cost and be given a specified timescale to do this;
- 5.7** If an application to carry out an alteration or improvement is refused the reasons for refusal will be given in writing and the tenant advised of their right of appeal;
- 5.8** Upon completion of the works the Maintenance Assistant/Officer will log the details of the completed alteration/improvement on the maintenance database and on SharePoint.

## **6.0 GRANTING PERMISSION**

Permission will normally be granted subject to the following conditions:-

- The Co-operative is satisfied any proposed alterations or improvements will meet relevant standards, legislation, safety requirements. In addition the quality of materials and workmanship must be to a high standard (although the Co-operative will accept no responsibility for supervising the work);
- The Co-operative shall not incur any increased maintenance costs resulting from the improvements;
- The work will not detract from the future letting of the property;
- Appropriate Building Warrants, Planning Consent etc. have been received;

- The tenant agrees at the Co-operative's discretion to re-instate the property to its original condition should their tenancy be terminated. If the tenant fails to carry out the re-instatement the Co-operative may have the appropriate works carried out and seek reimbursement of any costs incurred from the tenant;
- Replacement parts and ongoing maintenance resulting from the alterations is at the tenant's own expense;
- Should the Co-operative identify during the inspection that the alterations are not meeting the required standards the tenant must have the necessary remedial carried out to the satisfaction of the Co-operative at their own costs;
- If works are carried out to electrical services the tenant agrees to obtain an electrical safety test certificate for submission to the Co-operative;
- If works are carried out on gas services the tenant agrees to obtain a gas safety inspection certificate for submission to the Co-operative and that the works are carried out by a registered Gas Safety Engineer;
- Should any nuisance to neighbours be deemed to be caused or exacerbated by any alterations or improvements carried out, e.g. the installation of laminate flooring, the tenant may subsequently need to remove it;
- In certain circumstances the Co-operative may agree to outgoing tenants assigning responsibility for alterations they have carried out to incoming tenant by mutual agreement. The incoming tenant shall then be responsible for the alterations as detailed within this Policy;
- The Co-operative will also advise of any conditions or standards that must be observed and of any safety checks and certificates that must be provided once the works are complete. The applicant will be advised that failure to adhere to these conditions may result in the Co-operative withdrawing its consent to the works being carried out.

## **7.0 REFUSING PERMISSION**

In considering applications to carry out improvements and alterations, the Co-operative will not unreasonably withhold consent. In general, permission will only be refused on grounds that take into account:-

- The safety of the occupiers and visitors to the house and other adjacent premises;
- Any resulting expenditure for the co-operative;
- Any effect on the value of the house, the future rental value or the property's suitability for future letting;
- Unreasonably onerous future maintenance responsibilities for the Co-operative;
- Any effect on the general aesthetics and look of the building and surrounding area;
- Any effect of the work on the amount of accommodation space provided (e.g. reducing a 4 apartment to a 3 apartment by making two bedrooms into one) and on the future use of the property;
- Any likely inconvenience to other residents.

Where it is assessed that the proposed alteration or improvement is likely to have a detrimental effect on any one of these factors, permission may be reasonably withheld.

## **7.1 External Structures**

Applications to erect external structures such as sheds, garages, pigeon hut etc within a shared back garden or courtyard will normally be refused on the following grounds:

- Common areas are shared by all the residents and not one area of space is to be dedicated to any one single household or for the exclusive use of one household;
- The limited space available in shared back courtyards is likely to prevent every resident from exercising their right to erect a garage, shed or other similar structure;
- The appearance and residents' enjoyment of the shared area is likely to be impeded by the erection of a number of such structures.

## **7.2 Notification of Refusal**

Refusal of an application will be notified in writing, giving the grounds for refusing permission.

## **8.0 WITHDRAWAL OF PERMISSION**

### **8.1 Timescales for Completion**

Under normal circumstances proposed works should be carried out within 3 months of permission being granted. All relevant electrical or gas safety certification must be passed to the Co-operative along with the Notification of Completion form.

If the proposed alteration/improvement is not carried out within this period, the Co-operative's permission for the works will be deemed to have been withdrawn and the application cancelled.

At the discretion of the Co-operative, this 3 month period may be extended where the applicant is experiencing difficulties in completing the works. Extensions must be applied for and approved in writing by the Co-operative.

### **8.2 Changes to Proposed Works**

The works carried out must be in accordance with those proposed on the application form. Any variations to the original works must be approved by the Co-operative, in writing.

If works carried out are not in line with those on the application form, the Co-operative's permission may be withdrawn and the application cancelled. The tenant may then be required to re-instate the property to its original condition.



## **9.0 SAFETY CHECKS AND CERTIFICATES**

Where the proposed alteration/improvement requires any electrical, gas or plumbing works, the Co-operative must be satisfied that the works carried out meet all relevant safety regulations and are carried out to an acceptable standard. This is to ensure the safety of the resident in the property and adjacent premises as well as maintain the stock to the highest possible standard.

Final approval of the alteration/improvement will not be given until the Co-operative is provided with all relevant safety certificates.

## **10.0 REPAIR AND MAINTENANCE RESPONSIBILITIES**

The Co-operative will not normally take any responsibility or accept any liability for the repair and maintenance of any components of alterations/improvements carried out by tenants for the duration of that tenancy. Where the Co-operative agrees to maintain any element of the works, this must be stipulated in writing.

## **11.0 TERMINATION OF TENANCY**

### **11.1 Removal of Alteration/Improvement**

As part of the application to carry out an alteration/improvement, the applicant will generally be asked to intimate if they intend to remove any component of the alteration/improvement in the event that they subsequently end their tenancy with the Co-operative.

Where the Co-operative believes it would be left with unreasonably onerous maintenance costs then the applicant will be advised that the component must be removed at the end of their tenancy.

Where the resident is to remove all or part of the alteration/ improvement, they will be obliged to re-instate the property to a standard acceptable to the Co-operative and replace all the fixtures and fittings.

### **11.2 Leaving the Alteration/Improvement**

Where the alteration/improvement is to be left by the vacating resident, all components of the alteration/improvement must be left safe and in fully working order and in a condition that meets the Co-operative's re-let standards. Where required, the resident must meet the cost of an electrical or gas safety check of the components. If they fail to do so, the alteration/improvement will either be brought up to standard or removed by the Co-operative and the former resident recharged the full costs incurred.

### **11.3 New Tenants**

Where an alteration/improvement is left (with the agreement of the Co-operative) the Co-operative will take on responsibility for the maintenance of any component it has authorised the previous tenant to install.

Where a non-standard component of the alteration/improvement requires to be replaced then the Co-operative will normally use standard fixings and/or fittings.

## **12.0 RIGHT TO COMPENSATION FOR IMPROVEMENTS**

To be eligible for compensation the tenant must provide receipts for work completed at the time of application and granting permission.

Compensation payments will be made on a depreciation basis, in accordance with the Right to Compensation for Improvement Summary Policy and guidelines.

## **13.0 RIGHT TO APPEAL**

We cannot refuse a request to carry out an alteration or improvement unless there are reasonable grounds for doing so.

If we refuse permission or impose a condition on the proposed work, we will write to the tenant explaining why this decision has been made.

Where a tenant is dissatisfied with our decision the tenant may appeal this decision through our Complaints Handling Procedure.

## **14.0 DATA PROTECTION**

The Co-operative will process information and data contained within the application in accordance with its policies and procedures relating to the General Data Protection Regulations.

Information regarding how data will be used and the basis for processing data is provided in the Co-operative's Fair Processing Notice.

## **15.0 EQUALITY AND DIVERSITY**

This policy complies with the Co-operatives policies on Equality and Diversity.

## **16.0 POLICY REVIEW**

This Policy will be reviewed on a 3 yearly basis or earlier if the legislation changes to ensure that its aims are being met.

(Appendix 1)

**FORGEWOOD HOUSING CO-OPERATIVE LTD**  
**49 DINMONT CRESENT**  
**MOTHERWELL**  
**ML1 3TT**



**APPLICATION FOR ALTERATIONS & IMPROVEMENTS**

**TENANCY DETAILS**

<b>Tenant</b>	
<b>Joint Tenant</b>	
<b>Address of property where alteration/improvement is to be carried out:</b>	

**CONTACT DETAILS**

<b>Mobile</b>	
<b>Landline</b>	
<b>Email</b>	

**DESCRIPTION OF PROPOSED WORK**

Please provide full details of the works you wish to seek permission for:

  
  
  
  
  
  
  
  
  
  

(Please continue on a separate sheet of paper if required)

Please include **plans and specifications** (where appropriate)

Are plans or specifications attached?  Yes  No

Is Planning Consent (including additional constraints in Conservation Areas) or Building Warrant required for the proposed work?

Yes       No

If the answer to the above is yes, please state what approval(s) is/are required:

If applicable have you applied for and received the consent(s)?

Yes       No

Please provide the details of who will carry out the works:

(Note that all gas works must be carried out by Gas Safe registered contractors and electrical works by NICEIC registered contractors, with original safety certificates provided to the Co-operative's satisfaction on completion)

### CONSULTATION WITH NEIGHBOURS

Where the proposed works affect your neighbour(s) (e.g. you are applying to erect a dividing fence) you must obtain agreement from the tenant/joint tenant/owner affected. Confirmation of consent from the affected party must be given below.

Name \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### TO BE COMPLETED BY THE AFFECTED PARTY

I confirm that I have no objections to the works outlined under description of proposed work.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### TO BE COMPLETED BY THE AFFECTED PARTY

I confirm that I have no objections to the works outlined under description of proposed work.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name _____  Address _____ _____ _____	<b>TO BE COMPLETED BY THE AFFECTED PARTY</b>  I confirm that I have no objections to the works outlined under description of proposed work.  Print Name _____  Signature _____  Date _____
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**REMOVAL OF ALTERATION ON TERMINATION OF TENANCY**

Do you intend to remove the alteration or improvement on the termination of your tenancy?

- Yes                       No

If you have answered 'Yes', please complete and sign the following statement.

I confirm that upon termination of my tenancy I will reinstate the property to its original condition and to the satisfaction of the Co-operative. I will be responsible for making good any damage that occurs to the property in doing so.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Joint Tenant \_\_\_\_\_ Date \_\_\_\_\_

If you answered 'NO' see next section below

**RIGHT TO COMPENSATION FOR IMPROVEMENTS**

If you receive permission for improvement works and you intend to leave this, you may be eligible for compensation when your tenancy comes to an end.

To qualify, you will require to provide the following information:

- What date was the work completed? \_\_\_\_\_
- What was the cost of works? \_\_\_\_\_

Please provide the relevant invoices                       TICK IF ATTACHED

(You must claim this compensation between 28 days before and 21 days after your tenancy comes to an end.)

## DECLARATION

I confirm the following:

- I have read and will comply with the terms outlined in the Information for Tenants on Alterations & Improvements leaflet and will not start any works until I have received written consent from the Co-operative.
- I agree that all work will be carried out by a competent contractor and to the Co-operative's satisfaction. In regards to any gas or electrical works I agree this work will be carried out by registered contractors and will provide the necessary safety certificates upon completion of the work.

Please tick to confirm

I declare the information given on this form is correct.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Joint Tenant \_\_\_\_\_ Date \_\_\_\_\_

**Please return your completed form to: Forgewood Housing Co-operative  
49 Dinmont Crescent, Motherwell, ML1 3TT  
Tel No 01698 263311  
Email address [enquiries@forgewoodcoop.org.uk](mailto:enquiries@forgewoodcoop.org.uk)**

OFFICIAL USE ONLY	
Date application received:	
Date acknowledgement sent (to be within 3 working days):	
Date of pre-alteration inspection or state if not required:	
If consent required from North Lanarkshire Council state which:	
If so, has evidence been provided that statutory consent was granted:	
Is the Co-operative consenting to the proposed work:	YES/NO Delete as appropriate
Date approval letter issued to tenant:	
Are there any conditions attached to consent granted: (attach letter of permission)	YES/NO Delete as appropriate
Date of post inspection or state if not required:	
Were works completed within 3 months:	YES/NO Delete as appropriate
If no works carried out within 3 months consent lapses, unless an extension has been granted. Is any action required?	YES/NO Delete as appropriate  If yes state what actions are required _____ _____
If statutory consents were obtained, was a completion certificate provided by North Lanarkshire Council and presented to the Co-operative:	YES/NO Delete as appropriate
Were all the Co-operative's consent / conditions met satisfactorily:	YES/NO Delete as appropriate
If gas or electric works were carried out, were satisfactory safety certificates provided:	YES/NO Delete as appropriate
Date case closed following work confirmed as satisfactory and all conditions met:	
Date of rejection letter (to advise of options outlined in policy):	
Is this alteration eligible for compensation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has evidence of costs been provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cost of Improvement works: _____ (Note the actual reimbursement due will depend on the length of time since installation, in accordance with statutory guidance)	
Form completed by _____ (Maintenance Officer) Position: _____ Signature _____ Date _____	

**NOTES**

**The personal information which you provide within this form will be stored securely and confidentially and information may be disclosed to other bodies in certain circumstances.**

**By completing and submitting this form, you are agreeing to your information being processed in line with our Data Protection & Privacy Policy.**

**By providing us with this information you automatically give your consent for the purposes specified.**



## (Appendix 2)

**FORGEWOOD HOUSING CO-OPERATIVE LTD**  
**49 DINMONT CRESENT**  
**MOTHERWELL**  
**ML1 3TT**



### **INFORMATION FOR TENANTS ON ALTERATIONS & IMPROVEMENTS**

We understand that you will wish to make the house your home and we are happy to allow various alterations and improvements, providing they are carried out safely and with no adverse effect. The following information will hopefully answer any questions you may have.

#### **WHAT DO YOU MEAN BY AN ALTERATION OR IMPROVEMENT?**

This is any work you wish to undertake in your home, other than simple internal decoration using wallpaper and paint. Examples might include:

##### **Internal**

- Installation of an over bath shower
- Replacement of fixtures or fittings such as kitchen units or internal doors
- Tiling floors or walls

##### **External**

- Fitting of a security alarm/CCTV/external tap
- Laying garden slabs

If you are unsure about any work and it is not on this list, please contact our Maintenance Section for advice.

#### **WHAT DO I HAVE TO DO BEFORE STARTING WORK?**

It is a condition of your tenancy that you must apply for and receive our written consent **before** starting any work, by completing our specific application form and forwarding it to the Co-operative.

#### **WHAT INFORMATION DO I NEED TO PROVIDE WITH MY APPLICATION?**

This will depend on what you are planning to do, but generally we need full details of the work. For significant work we may also need a technical specification, scale plans, statutory consents and details of who will be carrying it out.

#### **DO I NEED TO CONTACT ANYONE ELSE?**

This will again depend on the type of work and you may need to apply for statutory consents such as Planning Consent or Building Warrant before starting. You are responsible for checking if these permissions are required and if they are, you must apply to North Lanarkshire Council and pay any associated fees.

When you apply for **our** permission, you will have to tell us if any statutory consents are required and if so, whether you have already applied for and received them. We will then need to see the consent before we agree to the work starting.

### WHAT HAPPENS AFTER I SEND IN MY APPLICATION FORM?

We will consider your proposal and if needed, contact you to obtain additional information or clarify any issues. Where you have applied to us using the specific application form, we will acknowledge receipt within 3 working days.

If the proposed work is acceptable we will normally grant permission within 28 days. However, should the proposal be complex or you have not provided sufficient information, we may be required to refuse your consent on the condition that you either provide more information or revise your proposals.

### WILL YOU ATTACH ANY CONDITIONS TO THE APPROVAL?

For some types of work we will need to set conditions. For example, works require to be undertaken by qualified or registered trades. You must use a Gas Safe registered contractor if you wish to install gas appliances and any electrical work needs to be carried out by qualified electricians. On completion of such works the contractor must provide you with signed safety certificates for the work they have carried out to your home which you will be required to provide to the Co-operative.

You will be liable should any damage be caused as a result of the work and will be responsible to maintain the alteration or improvement for the duration of your tenancy. This alteration must not result in any unreasonable additional maintenance cost to the Co-operative.

It should also be noted that in the event of us requiring to carry out an essential repair, it may not be possible to match up finishes e.g. in the case of laminate flooring or tiling where the product can no longer be obtained.

Following issue of your approval, we will confirm any specific conditions in writing, however, works must be completed within 3 months from the date of the approval or it will be cancelled and a new application required. You should therefore let us know if you are experiencing difficulties and we will consider extending the timescale.

### WHAT HAPPENS ONCE THE WORK IS COMPLETED?

You need to advise the Co-operative when works are completed. This will allow an inspection to be carried out. Although we do not accept any liability for the works should the Co-operative find it to be unsatisfactory, you will be required to rectify this and be given a specified timescale to do this.

Where any statutory consent is required, you must also provide us with the original copy of the Completion Certificates **after** the work has been inspected and approved by North Lanarkshire Council.

### COMPENSATION FOR IMPROVEMENTS

You may be entitled to compensation for improvements after your tenancy has ended, where our consent was previously obtained and it has been agreed that the improvement may be left. The level of compensation will be calculated in accordance with statutory provisions as outlined in the Co-operative's Right to Compensation Summary Policy.

### REFUSING PERMISSION

Where permission is refused, we will advise you in writing of the reason and let you know if there is any scope for submitting revised proposals for the Co-operative to re-consider.

If you are unhappy with the Co-operative's decision or any conditions attached to the consent, you have the right to appeal this decision through our Complaints Handling Procedure.

### **WHAT IF I DID NOT ASK FOR YOUR PERMISSION BEFORE CARRYING OUT WORK?**

It is important that you request our permission first, as otherwise we may need to ask you to reinstate the property to its original condition or we may do this ourselves and charge you for the cost.

In certain circumstances we may allow you to make a retrospective application, but you will require to meet any conditions we set and consent could still be refused. To avoid any potential problem, it is much easier to seek our consent in advance.

**(Appendix 3)**

Our Ref:

Date:

(Insert Name & Address)

Dear xxxxxxxxxx

**Application to Carry Out Alterations / Improvements to your Home**

I acknowledge receipt of your application to carry out alterations/improvements to your home which was received on xxxxxxxxx.

It is a condition of your Scottish Secure Tenancy Agreement that you must apply for and receive our written consent **before** starting any work.

If the proposed work is acceptable we will normally grant permission within 28 days in writing which may or may not stipulate certain conditions.

However, should the proposed alteration be complex or it has failed to provide sufficient information, we may be required to refuse your consent on the condition that you either provide more information or revise your proposals.

Please do not commence with any works until you have received our written response.

Yours sincerely

xxxxxxx  
Maintenance Assistant/Officer