

**2026 -
2029**

Tenant Alteration and Home Improvement Policy



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Assistant Director – Assets
and Compliance
Nuneaton and Bedworth
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2026 - 2029

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1.0 Introduction

- 1.1 This Policy sets out Nuneaton and Bedworth Borough Council's (the Council's) procedures when progressing applicant, leaseholder or ex-Council homes' applications to carry out applicant alterations and home improvements (alterations).
- 1.2 The Policy aims to enable applicants, leaseholder and owner/occupiers of ex-Council homes to understand what is considered an alteration and, should they wish to carry one out, how they can apply to the Council to undertake any works.

2.0 Purpose

- 2.1 The purpose of this Policy is to:
- Explain what types of changes require consent.
 - Explain why consent might be refused
 - Outline what additional costs might be payable by the applicant
 - Outline the Council's and the applicant's responsibilities.
 - Outline the process for applying for consent including retrospective consent

3.0 Scope

- 3.1 This Policy applies to all Applicants, leaseholders and owner-occupiers of ex-Council homes who wish to carry out alterations or home improvements.
- 3.2 Proposed disability adaptations to Council properties are covered by the Council's Aids and Adaptations Policy for which there is a separate approvals process.

4.0 Definition

- 4.1 The Council defines an alteration to a property a change, installation, addition, removal or modification to the structure, layout, fixture, fitting, service, fabric, or external appearance of the property that was not originally provided by the Council. For the avoidance of doubt this includes:
- 4.2 any addition or alteration to the property's standard fixtures and fittings
- any addition or alteration connected to the services of the property
 - the carrying out of external decoration to the property
 - any structural alteration to the property
 - gardens works including decking, patios, sheds, etc
 - CCTV including video doorbells
 - adding a dropped kerb vehicle access onto the property
 - removal of ventilation
 - removal of flooring
 - any other adaptation or alteration completed at a property which would require Housing consent to meet with covenants that are noted within a lease agreement or house deed document.

5.0 Eligibility

- 5.1 Introductory Applicants are not eligible to apply or undertake any alterations in the property with the exception of the installation of utilities and the internet.

- 5.2 Applicants who are in arrears with their rent account, outstanding repair recharges, or have any active court cost account(s) with balances owed to the Council will not be eligible and any application will be refused.
- 5.3 Applicants of new build property will not be eligible to make alterations whilst the property is within the warranty period.

6.0 Council's Responsibilities

- 6.1 The Council will be fair and consistent when determining requests for alterations and improvements.
- 6.2 The Council will consider applications on a case by case basis.
- 6.3 When making decisions the Council will consider the effect of the works on neighbouring properties as well on their own asset.
- 6.4 The Council will not unreasonably withhold consent for application requests to undertake alterations to the premises.
- 6.5 Decisions will be confirmed in writing giving reasons for refusal if applicable.
- 6.6 The Council will aim to make a decision on the consent within 1 month of receipt of the application. Where further information or permissions are required the timescale may be extended.
- 6.7 Any inspection carried out by the Council does not constitute approval of workmanship nor acceptance of responsibility for future maintenance or repair of the alteration.
- 6.8 The Council will review the works once they have been completed to ensure they have been carried out in line with the consent granted. If the applicant has deviated from the consent granted the Council will work the applicant to make the necessary changes to bring the works in line with the permission. If this is not possible, the Council reserves the right to remove the alterations and return the property to its original condition with all costs being borne by the applicant.

7.0 The Applicant's Responsibilities

- 7.1 The applicant should seek permission from the Council for any alterations before applying for building control and planning approval. This is to ensure the applicant does not incur any unnecessary expense if they are refused permission by the Council
- 7.2 Written consent must be obtained for all alterations to a property from the Council prior to any works commencing as stated within the following:
- The Tenancy Agreement.
 - The Lease Agreement
 - The House Deed Documents (relating to ex-council homes)
- 7.3 Applicants must clear any debts owed to the Council including rent arrears, court costs, recharges and sundry debts prior to their request receiving consideration.
- 7.4 The tenant indemnifies the Council for any loss incurred as a result of any alteration that a tenant has completed at a property.

- 7.5 Applicants must ensure all other permissions, approvals or licences are obtained before any works commence together with paying for any fees or charges that may arise from such permissions. This may include:
- Planning consent
 - Building regulations
 - Permissions from utilities providers.
- 7.6 The applicant is responsible for ensuring that all works comply with relevant legislation, regulations and safety requirements.
- 7.7 Any conditions attached to the consent from the Council must be adhered to and failure to do so will be considered a breach of tenancy conditions.
- 7.8 Any alteration, fixture, fitting or installation introduced to the property by the applicant will remain the responsibility of the applicant for the repair, maintenance and replacement unless the Council confirms in writing that it has adopted responsibility for that item.

Works to be completed

- 7.9 All electrical work must be carried out by a qualified electrician and a certificate of compliance provided in accordance with the applicable Electrical Regulations.
- 7.10 In compliance with the Gas Safety (Installation and Use) Regulations 1998 (as amended), all work relating to the installation, removal or relocation of a gas appliance must be completed by a Gas Safe registered engineer.
- 7.11 In accordance with the Control of Asbestos Regulations (CAR) 2006 (as modified) any work on materials containing asbestos must be done by a suitably qualified individual including any asbestos removal works.
- 7.12 All works must be completed by a knowledgeable and appropriately qualified tradesperson and be carried out in line with current regulations.
- 7.13 Copies of all certification documents must be given to the Council for our records.
- 7.14 All approved alterations must be completed within a reasonable timeframe, to the appropriate standard of workmanship and in accordance with any other conditions applied. Consent is valid for a period of 6 months.
- 7.15 If the applicant needs to move out of the property whilst the works are undertaken this will be at their own expense. Rent will be charged regardless of whether the applicant vacates the property.

8.0 Decisions on Consent

- 8.1 The Council may add conditions to their consent for alterations which may include:
- Ensuring improvements adhere to current legislation or regulations.
 - Ensuring the alteration meets with the appropriate Council standard specification, for example kitchen installation, window upgrade, fire door upgrade.

- Requesting information about the person carrying out the works to ensure they are being undertaken by a competent and registered person or company.
 - Provision of certificates, guarantees or warranties such as Gas Safe registration details.
 - Allowing access for the Council to inspect the works at any time during or after the works.
- 8.2 Consent for the alterations under this Policy is not Planning Consent therefore any alterations or adaptation the applicant wishes to progress will still be subject to the applicant submitting a separate Planning application where applicable.
- 8.3 The applicant will need to ensure the alterations comply with the relevant Building Regulations, obtaining and applying separately for any relevant Building Control approval.
- 8.4 The outgoing applicant will be recharged for any repairs the Council must carry out if they relate to or arise from alterations.
- 8.5 Rent will not be changed because of any alteration, even if the alteration effects the value of the property.
- 8.6 Consent for alterations are valid for a period of 6 months from the date of the consent letter being issued. It is then the applicant's responsibility to provide the Council with any requested documentation set out within the conditions of the consent. Failure to provide the documentation to the Council following the works within the 6 month period will result in the consent being revoked.

9.0 Refusals

- 9.1 If the Council refuses consent to a request for alterations it will provide the applicant with a written response giving a full explanation of the reasons for the refusal.
- 9.2 Where permission is refused the Council will not be liable for any costs incurred by the applicant in connection with the alteration or improvement. Nor will the Council be liable for any alterations carried out by the applicant with or without written consent by the Council.
- 9.3 Whilst each application is considered on a case-by-case basis, it is likely alterations will be refused if they result in:
- access being restricted to service points such as stopcocks
 - overcrowding
 - increased maintenance costs for the Council eg installation of solar panels
 - an increased fire risk
 - a reduction in living space
 - breaches any planning, building or other relevant legislation
 - any neighbouring properties being negatively impacted
 - the value of the property being reduced
 - reduce ventilation and increase damp risk
 - the home being considered difficult to let to future applicants
- 9.4 As a result of the above the following works are likely to be refused:

- fencing on open plan areas
- log burners or other solid heating appliances
- pet flaps in fire doors or doors leading to communal areas including front doors
- removal of internal walls to reduce the number of bedrooms
- removal and non replacement of any asset within the home such as heating
- installation of structures in communal areas

9.5 The above list should not be considered exhaustive.

9.6 If works are carried out without consent and retrospective consent is not granted and the applicant does not return the home to its previous condition the Council may do so and charge the applicant for these works.

10.0 Rechargeable Repairs

10.1 If upon inspection the work is found to be substandard or non-compliant the Council may stop the works and recharge the applicant for any works needed to make the property safe.

10.2 If the works cause unnecessary damage to the property either during or after they are carried out the Council may seek compensation to put the works right.

10.3 The Council retains the right to return a house to its original condition if it is dangerous or damaging the property or any neighbouring property's structure. Any costs associated with this will be payable by the applicant.

11.0 End of Tenancy

11.1 Applicants will be responsible for maintaining any alterations carried out during their tenancy. At the end of their tenancy the Council may ask the applicant to remove the works and return the property back to its original condition. Any costs associated with this request will be payable by the applicant.

12.0 Retrospective Consent

12.1 Applicants who are applying for retrospective consent following alterations that they have already completed will be required to pay the relevant retrospective permission administration fee. The Council will not progress with any application until the fee has been paid.

12.2 If the applicant has carried out alterations in the property, which have not been completed by a competent or suitably qualified person, or the works completed are to a poor standard resulting in a potential risk, property damage or hazard, then the Council will require the applicant to undertake the necessary remedial works to rectify the issue. If the applicant fails to resolve the problem within the notified timeframe, the Council may carry out the necessary works or appoint a suitably competent contractor to complete these works. The applicant will be recharged the costs associated for this work, in accordance with the Council's Recharging Policy.

13.0 Right to Buy

13.1 If an application for a Right to Buy is submitted and alterations have been completed without obtaining consent, the retrospective consent process will be progressed. This

will result in the applicant paying the relevant fee. The alteration will require consent to meet with the conditions of the deed or lease agreement.

14.0 Applying for Consent

14.1 In order to apply for consent including retrospective consent the applicant should contact customer.services@nuneatonandbedworth.gov.uk or 02476 376376.

15.0 Complaints Procedure

15.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- Via the Council's website www.nuneatonandbedworth.gov.uk
- By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk
- By letter to:
Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA
- In person at the Town Hall.

15.2 Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days. If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

15.3 The Housing Ombudsman can also be contacted at any point to offer free, impartial advice to applicants and leaseholders. Their contact details are as follows:

www.housing-ombudsman.org.uk

Telephone: 0300 111 3000

The Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET

16.0 Equality and Diversity

16.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation. The Council will also

be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

17.0 Legislation and Related Policies

17.1 The following legislation is relevant to this procedure:

- The Housing Act 1985
- The Town and Country Planning Act 1990 (as amended)
- Building Regulations 2010
- The Building (Approved Inspectors) Regulations 2010

17.2 The following Council policies are relevant to this procedure:

- Repairs Policy
- Tenancy Agreement
- Leasehold Policy
- Right to Buy Policy
- Recharge Policy

17.3 A full list of Council policies can be found at www.nuneatonandbedworth.gov.uk

18.0 Training and Awareness

18.1 Training and awareness of this Policy will be raised with relevant staff and published on our intranet system.

18.2 We will make people aware of this Policy through our website, social media, newsletters and information leaflets.

19.0 Monitoring and Review

19.1 This Policy has been written in line with current relevant Legislation and in consideration to other Council policies. This Policy will be reviewed and revised to reflect any legislation requirements and/or other guidance of good practice.

19.2 We will collect and provide monitoring and performance data as required to meet statutory and regulatory requirements.

19.3 This Policy will be reviewed every 3 years or when a change in legislation is received.