

Tenant & Leaseholder Alteration Policy



Name	Tenant and Leaseholder Alteration Policy
Owner	Director of Housing
Last Review	12/03/2026
Next Review	12/03/2027
Resident Consultation	N/A
Equality Impact Assessment	12/03/2026
Cabinet Approval	N/A

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Sign

Date

13.03.2026

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1.0 Introduction and Objectives

1.1 Babergh and Mid Suffolk District Council (BMSDC) recognises that secure tenants and leaseholders have a legal right to make alterations and improvements to their homes, provided that they obtain written permission before any works begin. Many tenants choose to undertake alterations beyond essential repairs, and BMSDC encourages all residents to respect and maintain their homes to a suitable standard throughout their tenancy.

1.2 The objectives of this policy are to

- Set out BMSDC's approach to granting permission for tenant and leaseholder alterations and improvements.
- Provide clear guidance for both staff and residents on when and how permission should be sought.
- Ensure that all works are carried out safely, to an appropriate standard, and in accordance with relevant health, safety and environmental requirements.
- Protect the council's interest in its homes by preventing damage, maintaining asset integrity and minimising future maintenance risk.

2.0 Scope

2.1 This policy applies to:

All housing assets owned by the Housing Revenue Account (HRA) and any which are leased by the Councils and rented and managed as social housing stock, this includes:

- Domestic properties (houses and flats).
- Communal areas of any blocks containing such properties.
- Sheltered and supported housing schemes and associated offices/communal spaces.

2.2 This policy covers the following tenancy and ownership types:

- Secure tenants who have a legal right to make alterations and improvements, provided they request and receive written permission before any works begin.

- Introductory tenants and temporary non-secure tenants, who do not have a legal right to make alterations but may be granted permission in limited circumstances at the Council's discretion.
- Shared Owners, who must obtain written approval from the Council before carrying out any alterations to their home.

3.0 Legislation, Guidance and Regulatory Standards & Obligations

3.1 Section 97 of the Housing Act 1985 (as amended) which states that secure tenants are required to obtain their landlord's consent prior to making any improvement to their home. This defines an improvement as 'any alteration in, or addition to a dwelling house' and includes:

- any addition to or alteration in landlords' fixtures and fittings.
- any addition or alteration connected with the provision of service to the dwelling house.
- erection of wireless or television aerial; and
- carrying out of external decoration.

The required consent must not be unreasonably withheld and, if unreasonably withheld, shall be treated as having been given.

3.2 Section 98 of the Housing Act 1985 (as amended) outlines the legal framework for landlord's consent to improvements.

3.3 Section 99A of the Housing Act 1985 (as amended) outlines the right for tenants to be compensated for certain improvements at the end of a tenancy subject to specified eligibility criteria.

3.4 Housing Act 1996 - introductory tenancies and grounds for possession.

3.5 Secure Tenants of Local Housing Authorities (Compensation for Improvements) Regulations 1994

3.6 Landlord and Tenant Act 1985 – landlord responsibilities for repairs and safety.

3.7 Housing Act 2004 – Housing Health and Safety Rating System (HHSRS)

3.8 Tree Preservation Orders (TPO) and Conservation Area Regulations – where alterations affect trees.

- 3.9 The Town and Country Planning Act 1990 (as amended) regulates the development of land in England.
- 3.10 Building Regulations 2010 and The Building (Approved Inspectors) Regulations 2010 set out what kind of works needs approval and how that approval should be obtained and technical requirements that set the standards that should be achieved by the building work.
- 3.11 The terms and conditions of the Council's Secure and Introductory Tenancy Agreement, which outlines the rights and responsibilities of tenants.

4.0 Roles and Responsibilities – BMSDC

- 4.1 BMSDC will be fair and consistent when considering requests from tenants and leaseholders to carry out alterations or improvements to their homes. In making any decision, the Council will consider any potential impacts on neighbouring properties and will ensure that its own interests as a landlord are protected. All decisions will be confirmed in writing.
- 4.2 The Council will publish and make readily available clear and comprehensive information about the process for applying for permission to carry out alterations or improvements, including the standards, requirements, and conditions that apply to specific categories of work.
- 4.3 Where required, tenants and leaseholders must seek permission from the Council before applying for building control or planning consent. This is to ensure they do not incur unnecessary expense, should permission be refused by the Council.
- 4.4 Applications must be accompanied by sufficient detail to enable the Council to make an informed decision. This may include plans, drawings, specifications, third-party information, photographs, or any other relevant documents.
- 4.5 Under the Housing Act 1985, Section 97(1), the Council cannot refuse reasonable requests for home improvements. However, permission may be refused where there are valid grounds, such as rent or service charge arrears, anti-social behaviour, or where the proposed works would negatively affect neighbouring households or the property itself. Improvements carried out without prior permission will be reviewed on an individual basis for compliance with current policies.

- 4.6 When an application is received, checks will be made to ensure that tenants or leaseholders have a clear rent account. Outstanding arrears must be cleared before permission can be considered, except in exceptional cases, such as when works are required to support day-to-day living.
- 4.7 Tenants or leaseholders who are subject to formal enforcement action for anti-social behaviour or nuisance may not have applications considered unless the terms of enforcement have been fully met.
- 4.8 Tenants or leaseholders who have an ongoing disrepair claim must have their claim settled prior to having applications considered.
- 4.9 Reasonable conditions will be attached to any permission granted. These may include, but are not limited to:
- Expected timescales for completing the works, including compliance with Planning Department guidance where relevant.
 - Allowing access for inspection during or within 21 calendar days of completing the works.
 - Requirements relating to the quality and specification of materials used.
 - Ensuring works are carried out by suitably qualified contractors.
 - Providing certificates, guarantees, or warranties such as FENSA certificates or Gas Safe registration details.
 - Ensuring full compliance with all relevant building, planning, and safety regulations.
- 4.10 Where permission is refused, the Council will not be liable for reimbursing any fees, charges, or other costs associated with the proposed alteration or improvement. The Council will also not be responsible for loss of, or damage to, any alterations carried out with or without written consent.
- 4.11 The Council will not contribute financially to any alteration or improvement. Rent or service charges will not be reduced as a result of improvements, even if they enhance the property's value. In certain circumstances, such as extensions, rent levels may be reviewed when the property becomes void.
- 4.12 Leaseholders undertaking alterations that affect the property's deeds or legal structure will be responsible for all associated expenditure, including legal or Land Registry costs

required to regularise the deeds. This may include, for example, deed variations to secure access for the Council to maintain the wider building.

4.13 Tenants and leaseholders will be recharged for any repairs the Council must carry out if those repairs result from alterations or improvements they have undertaken.

5.0 Roles and Responsibilities – Tenant and Leaseholder

5.1 Tenants and leaseholders are responsible for requesting permission in writing and for obtaining written consent from the Council before beginning any alteration or improvement works. Requests must be submitted using the online form or a hard-copy version available on request.

5.2 Before an application can be considered, tenants and leaseholders must ensure that all debts owed to the Council, including rent arrears, service charge arrears, and any court costs, are cleared. Applications may not be processed until these financial obligations are met.

5.3 Tenants and leaseholders are responsible for obtaining any additional permissions, approvals, or licences that may be required before starting work. These may include, but are not limited to:

- Building regulations approval
- Planning permission (including conservation areas)
- Listed building consent
- Permissions required by gas, electricity, or water companies

Any fees or charges arising from obtaining the required permissions must be paid by the tenant or leaseholder.

5.4 Tenants and leaseholders must comply with all reasonable conditions attached to the Council's written permission. Failure to comply with such conditions may be treated as a breach of tenancy or lease conditions.

5.5 All work must be completed to an appropriate standard by suitably qualified and competent professionals, including:

- Electrical works – must be carried out by a competent electrician and be certified in accordance with current Electrical Regulations.
- Gas works – must be completed by a Gas Safe-registered engineer in accordance with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

- Asbestos-related works – must be undertaken by a suitably competent person in line with the Control of Asbestos Regulations 2006 (as amended).
 - Plumbing works – must be carried out by a suitably qualified and competent plumber.
- 5.6 Copies of all certificates, guarantees, and compliance documents must be provided to the Council for its records.
- 5.7 Approved alterations must be completed within a reasonable timescale, to a satisfactory standard, and in accordance with all conditions set out in the written permission. Permission is valid for six months from the date it is issued.
- 5.8 These requirements are not exhaustive. Tenants and leaseholders will be advised in writing of any additional conditions or requirements specific to their request.
- 5.9 If required, tenants and leaseholders are responsible for securing alternative accommodation at their own expense if they need to vacate their home while carrying out approved works. Rent will continue to be charged during any period of absence.
- 5.10 Where the Council is required to carry out repairs that relate to, or arise from, alterations or improvements carried out by the tenant or leaseholder, the individual will be responsible for the full cost of any resulting recharges.

6.0 Types of work considered.

- 6.1 Examples of alterations and improvements that may be assessed and considered under this policy include, but are not limited to:
- Installing replacement windows or doors.
 - Building, installing, or removing structures in a garden, such as sheds, greenhouses, gazebos, walls, or fencing.
 - Adding, replacing, altering, moving, or removing any gas, electrical, or water services.
 - Adding or replacing kitchen units.
 - Replacing a bathroom suite or installing additional sanitary ware.
 - Installing a driveway, pavement crossing, or applying for greensward use.
 - Installing a patio.
 - Laminate flooring – permitted only in houses, bungalows, or ground-floor flats. Tenants are responsible for lifting and relaying flooring where required for

Council works (e.g., rewires). If tenants do not do so, the Council will instruct a contractor and recharge the tenant. The Council accepts no responsibility for damage caused to laminate flooring during necessary works. Laminate flooring will not be permitted in properties above ground floor level.

- EV charging points – permitted only where there is designated off-street parking with an existing dropped kerb and hardstanding. Installation will also be subject to agreement from the electricity provider and compliance with relevant regulations. Permission cannot be granted for flats due to the requirement for designated parking and the prohibition on running charging cables over public land (including pavements), even temporarily.
- Installation of CCTV including doorbell cameras. Battery operated devices do not require approval, applications for a tenant alteration will need to be submitted for any doorbell cameras that require mains wiring and appropriate electrical certificates will need to be supplied. The CCTV and doorbell cameras must only record images within the tenant's boundary. Where recordings extend beyond the boundary, such as communal areas, neighbours' property or public spaces, there must be a clear reason for doing so, the tenant becomes the data controller and must comply with the Data Protection Act 2018 and UK General Data Protection Regulations (GDPR), including limiting what is captured, providing clear signage, securing and regularly deleting footage, and following The Information Commissioner's Office (ICO) guidance.

The above list is not exhaustive and is provided for guidance only. Each application will be assessed on its individual merits. Any permissions granted will be subject to the tenant or leaseholder obtaining and complying with all necessary building approvals or other statutory consents.

7.0 Types of work not considered.

7.1 Permission for alterations or improvements will be refused where the intended work:

- Makes the property unsafe.
- Includes unauthorised gas works or major electrical works.
- Increases maintenance costs for the Council.

- Increases fire risk, for example by, replacing fire-resistant front doors, cupboard doors, or hallway doors in communal areas.
- Installing security grilles on doors or windows.
- Results in overcrowding.
- Reduces living space.
- Breaches planning, building control, conservation area, or listed building regulations.
- Does not comply with relevant regulations, health and safety standards, or other statutory requirements.
- Conflicts with any planned modernisation, investment, or improvement programme.
- Reduces the value of the property.
- Appears unsightly or is out of keeping with the character of the development or surrounding area.
- Is likely to cause annoyance, nuisance, or disturbance to neighbours.
- May make the property difficult to let in the future.
- Restricts access to service points such as stopcocks, meters, or inspection panels.
- Erection of fencing on open-plan areas.
- Loft conversions.
- Removal of internal walls that would reduce the number of bedrooms or reception rooms.
- Erection of internal partition walls.
- Removal and non-replacement of any Council asset (e.g., heating systems).
- Rendering or external decoration of walls where the property has not been previously painted.
- Insulation works to uPVC doors or windows.
- Installation of structures in communal areas.
- Installation of ponds or any garden water feature.
- Installation of log burners or other solid-fuel heating appliances.
- Pet flaps fitted to fire doors or doors leading to communal areas.
- Artexing or applying other textured finishes to internal walls.

- Alterations to new-build properties during any initial restriction period defined in covenants.

The above list is not exhaustive. Each request will be considered on its individual merits once full details, plans, and drawings have been provided.

8.0 Tenants with an introductory tenancy

8.1 Tenants who have an introductory tenancy do not have a legal right to carry out alterations or improvements to their home. However, the Council may grant permission for certain minor alterations where it is considered unreasonable to refuse the request. Each request will be considered on its individual merits.

9.0 End of tenancy

9.1 Outgoing tenants may be requested to remove improvements or alterations prior to termination of their tenancy. Failure to do so when requested may result in BMSDC recharging the cost of removal to the former tenant.

9.2 tenants will not be permitted to remove fixtures that are an essential feature of the structure or installations.

9.3 At the end of their tenancy, tenants may be instructed to reinstate the property to its original condition. Any costs associated with this will be the responsibility of the tenant.

10.0 New tenancy

10.1 When properties are let under a new tenancy agreement any improvements or alterations apparent at inspection and remaining within the home on commencement of the tenancy, become the responsibility of BMSDC to service and replace in conjunction with the stock survey data, unless the incoming tenant has signed an agreement to accept responsibility.

11.0 Tenancies acquired by succession

11.1 When a tenancy is succeeded, any alterations or improvements previously carried out by the former tenant will transfer to the succeeding tenant, who will then assume full responsibility for their future maintenance, repair, renewal, or removal. Where works carried out by the former tenant are found to be unsafe, non-compliant, or undertaken

without permission, the succeeding tenant may be required to bring them up to the required standard or remove them at their own expense.

12.0 Right to buy

12.1 If an application for the Right to Buy is submitted and alterations or improvements have been completed without obtaining consent, then the retrospective consent process will be progressed. This may result in the tenant paying any relevant fee for any associated required permissions. In accordance with Right to Buy legislation, any alterations carried out at a tenant's own expense will not be taken into account when the valuation of the property is determined by the valuer instructed by the Council.

13.0 Unauthorised alterations

- 13.1 It is a condition of all tenancies and leases that tenants and leaseholders must obtain written permission from the Council before carrying out any alterations or improvements to their home. Where work has been undertaken without permission, the Council may, at its discretion, grant retrospective approval, provided the tenant or leaseholder submits a written application within 28 days of being instructed to do so.
- 13.2 If, at the time the Council becomes aware of the unauthorised work, it is clear that permission would not have been granted, the tenant or leaseholder will be required to reinstate the property to its original condition. This must be completed within a specified timescale, in line with Council standards and specifications, and using appropriately qualified contractors.
- 13.3 Any tenant or leaseholder who proceeds with work after permission has been refused will also be required to reinstate the property. Where permission has been granted but the completed work does not meet the required standards or conditions, the tenant or leaseholder must carry out any additional works necessary within the timescale provided. Failure to do so will result in reinstatement being required.
- 13.4 In all such cases, the Council will allow a reasonable period for compliance. If the tenant or leaseholder does not complete the required work within the specified time, the Council will arrange for the work to be carried out and will recharge all associated costs to the tenant or leaseholder.

13.5 In serious cases where the safety or integrity of the property, or the health and safety of occupants, visitors, or the public is at risk the Council will arrange for urgent remedial work to be undertaken immediately by qualified contractors. The tenant or leaseholder will be liable for all costs incurred.

14.0 Rechargeable repairs

14.1 Upon inspection if work is found to be sub-standard or non-compliant, BMSDC reserves the right to stop works and recharge the tenant if work needs to be undertaken to make safe. BMSDC may also seek compensation should the tenant's own improvement cause damage to the Council's home both during the work or any subsequent damage.

15.0 Legal Action

15.1 If tenants fail to comply with our requirements, the Council will take appropriate action including, but not limited to:

- Formal injunctive action
- Ending a tenancy by applying to the courts or forfeiting of the lease
- Ordering the removal of an improvement that is a breach of the tenancy or lease conditions
- Seeking damages and recharges for any costs incurred

16.0 Compensation for tenant alterations

16.1 In accordance with Section 99A of the Housing Act 1985 (as amended), most secure tenants may be eligible to claim compensation for certain approved improvements they have carried out when their tenancy ends. Compensation is only payable where the tenant leaves the property before receiving the full benefit of their investment.

16.2 To qualify, the improvement must have had the Council's written permission, this includes retrospective consent where it has been granted. Compensation is only available where the tenant meets all prescribed criteria and where the works fall within the statutory definition of 'eligible improvements'.

16.3 Where a claim meets the required criteria, the compensation amount will be calculated using the formula set out in the applicable regulations. This calculation takes into

account factors such as wear and tear, depreciation, and the remaining notional life of the improvement.

17.0 Appeals

17.1 If a tenant or leaseholder is dissatisfied with a condition set or a decision made by the Council, they should follow the Council's published complaints procedure. Tenants can also appeal to the County Court (or the Residential Property Tribunal in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by the Council or the statutory improvement compensation offered is too low. In determining whether permission has been unreasonably withheld, the Court will have regard to the extent to which the improvement would be likely:

- To make the property, or any other premises less safe to occupiers
- To cause the Council to incur expenditure which it would be unlikely to incur if the improvement were not made.
- To reduce the price that the property would realise if sold on the open market or the rent the Council would be able to charge on letting the property.

18.0 Equality and Diversity

18.1 The Council will implement this policy fairly and equally and in accordance with the Equality Act 2010 (as amended). Applications from households with disabled residents will be agreed, wherever possible subject to planning and building control regulations, and providing the proposed alterations do not have an adverse effect on other residents.

19.0 Application Process

19.1 Tenants and leaseholders are responsible for requesting permission in writing and for obtaining written consent from the Council before beginning any alteration or improvement works. Requests must be submitted using the online form or a hard-copy version available on request.

19.2 Once the Alterations Request Form has been submitted, applicants must provide all required supporting documents to alterationrequests@babberghmidsuffolk.gov.uk

within 48 hours of submitting the form. Applicants should ensure that all documentation is prepared and available before starting the application.

19.3 It is the applicant’s responsibility to ensure that supporting documents are successfully submitted. Applications that do not include adequate supporting information within the 48-hour timeframe will be automatically rejected. A new application will then be required.

19.4 The Council aims to issue a decision within 20 days of receiving a complete application. A complete application is defined as one that includes the fully completed Alterations Request Form and all required supporting documentation.

Version	Date	Author	Rationale
1.0	12/03/2026	Margaret Taylor	New policy