



**VENTURE HOUSING  
ASSOCIATION LIMITED**

**RIGHT TO  
COMPENSATION FOR  
IMPROVEMENTS POLICY**

## Document History

<u>Date</u>	<u>Author</u>	<u>Comments</u>
01/04/2005	P Rogers	Policy drawn up

## Right to Compensation for Improvement Policy

The Association takes the view that our tenants should be encouraged to improve their homes, where that improvement is clearly seen as beneficial. Such improvements, if they can be described as a permanent fixture or fitting, shall become the property of the Association, along with any maintenance responsibilities. This must be explained to all tenants, and confirmed in writing. At the end of their tenancy, all tenants have the right to claim compensation for any improvements to their homes carried out with the written consent of the Association for which they have paid (this excludes any improvements that are carried out under a Grant).

A list of pre-determined improvements covered by this Policy is highlighted later, together with their notional lives. This is not a definitive list, and other improvements may be considered on their merits.

Should a request be received for any other improvement than those listed, it will be referred to the Association's Board for approval.

Any tenant who wants to carry out an improvement, must apply to the Association, in writing, detailing the improvement they intend to carry out. It should be made clear that, although a proposal for an improvement on the list is acceptable in principal, it may, nevertheless, be rejected in particular circumstances of the case, due to the following:

- (i) is too costly
- (ii) is out of keeping with the rest of the dwelling
- (iii) will be unduly expensive to maintain
- (iv) will make the dwelling difficult to let in the future
- (v) will be unsuitable to possible future occupants
- (vi) is one that the Association expects to be in a position to make within a reasonable time

All requests for qualifying improvements are to be carefully considered on their merits by the Association, and where necessary, a site inspection will be carried out. Generally, any request under this Policy should be approved or rejected, in writing, within 10 working days following the next available Board meeting.

When the improvement has been agreed, the tenant must obtain at least three bona fide estimates from qualified Contractors in the relevant field. It is the Association's practice to accept the lowest price estimate. Again, the Association's agreement is necessary, but it should not be unreasonably withheld.

The Association should ensure that the work is carried out entirely to its satisfaction, and any relevant certificates or guarantees are obtained.

Compensation payments are not payable under this Policy until the tenancy comes to an end, and at this time, it would be depreciated according to the age of the improvement.

In the event that the improvement has to be replaced during its notional life, no compensation will be payable.

Rent arrears, or other monies due to the Association when the tenancy ends, will be off-set against any compensation due under the Policy, and no compensation needs to be paid if the tenancy ends because of a breach in the tenants obligations under it.

All claims for compensation under this Policy must be received, in writing, within three months of the end of the tenancy.

Listed below are qualifying improvements under the Right to Compensation for Improvements with their associated notional life span:

(i)	provision of bath or shower	-	12 years
(ii)	provision of wash hand basin	-	12 years
(iii)	provision of toilet	-	12 years
(iv)	provision of kitchen sink	-	10 years
(v)	provision of storage cupboards in bathroom and kitchen	-	10 years
(vi)	provision of work surfaces for food preparation	-	10 years
(vii)	provision of space or water heating system	-	12 years
(viii)	provision of thermostatic radiator valves	-	7 years
(ix)	provision of pipes, water tank or cylinder	-	10 years
(x)	loft insulation	-	20 years
(xi)	cavity wall insulation	-	20 years
(xii)	draft proofing of external doors and windows	-	8 years
(xiii)	double glazing or other external window replacement or secondary glazing	-	20 years
(xiv)	re-wiring or provision of power and lighting or other electrical fittings (including smoke detectors)	-	15 years
(xv)	any object which improves the security of the dwelling, but excluding burglar alarms	-	10 years
(xvi)	provision of gas fire(s)	-	15 years
(xvii)	provision of electric fire(s)	-	15 years