

Resident Alterations Policy

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Prepared by	Stock Improvement Manager
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Version Control

Version	Date	Updates
1	04/06/26	Policy first introduced

1. Purpose and Scope

1.1. This policy sets out what improvements and alterations residents are permitted to make to their homes at their own cost, and the approvals required before works are undertaken. It also sets out Hexagon Housing Association's (Hexagon's) responsibilities in relation to resident alterations, and how we ensure safety, quality, and value for money across all tenures.

1.2. This policy applies to:

- Tenants (general needs and supported housing);
- Leaseholders and shared owners;
- Co-operatively managed properties (subject to management agreements).

1.3. The rights and obligations in this policy vary depending on the resident's tenure, tenancy agreement, lease or management agreement. Where there is any inconsistency between this policy and the tenancy, lease or management agreement, the legal agreement will take precedence.

1.4. Certain secure tenants may have statutory rights in relation to improvements under the Housing Act 1985.

1.5. It is important that the resident obtains permission from Hexagon before carrying out certain improvements.

2. Policy Principles

2.1. **Safety First:** No works will be permitted that compromise structural integrity, breach fire safety requirements, or interfere with building safety systems.

2.2. **Permission Required:** Residents must obtain written permission before carrying out most improvements. Failure to do so may result in enforcement action. There may also be the requirement to reinstate the property and / or a recharge of costs.

2.3. **Protecting Asset Value:** All improvements must meet appropriate quality standards and must not reduce the long term value, condition or lettability of the property, or increase future maintenance burdens.

3. What Residents Can Do

3.1. Residents can undertake some minor decorative works without informing Hexagon. Other works require Hexagon's permission, and some major works are not permitted.

3.2. The table below provides Hexagon's general permission position for tenants, leaseholders and shared owners:

Type of Work	Permissions
Decorating (painting, wallpapering)	Allowed
Carpets / soft flooring	Allowed
Laminate / hard flooring	Permission Required
Kitchen replacement	Permission Required
Bathroom replacement / showers / plumbing changes	Permission Required
Internal layout changes (non-structural)	Permission Required
Satellite dishes / aerials	Permission Required
Sheds / outbuildings / fencing	Permission Required
Doors (internal)	Permission Required
Internal walls (non-structural)	Permission Required
Electrical works (rewiring, new circuits) by a qualified electrician	Permission Required
DIY electrical work	Not Allowed
Structural changes (load-bearing walls)	Not Allowed
Fire doors	Not Allowed
Windows / external doors	Not Allowed
Extensions / balconies / structural additions	Not Allowed
Changes to communal systems	Not Allowed
Works affecting fire safety (walls, ceilings, alarms)	Not Allowed

3.3. As per the tenancy agreement, permission will not be unreasonably withheld. However, permission for improvements will only be given provided they meet all legal requirements, are subject to any approvals of the local authority and Hexagon is allowed access to inspect any work or finished improvement on request. Furthermore, Hexagon may withhold permission in the circumstances set out below.

3.4. Hexagon will not be liable for any damage arising to the property as a result of works carried out by a resident. Hexagon may recharge tenants to reinstate or repair the property.

3.5. Hexagon will not usually replace or upgrade resident-installed improvements unless they pose a safety risk or form part of a wider planned improvement programme.

4. What Residents Cannot Do

4.1. The following works are not allowed under any circumstances (this list is not exhaustive):

- Removal or alteration of structural walls (including load-bearing walls) or any structural elements;
- Alterations to external wall systems or cladding;
- Works affecting fire safety systems or compartmentation;
- Installation of solid fuel or open-flue appliances;
- Alterations to communal systems or shared areas;
- Extensions;
- Balconies or structural additions;
- Changing windows/doors;
- Erecting permanent external structures.

4.2. Hexagon will not grant permission for these works because of the potential impact on structural safety, fire and building safety, planning and building control compliance, insurance, future maintenance obligations, service charges, asset value, legal ownership and the rights of other residents.

4.3. Hexagon may take enforcement action where works are carried out without permission, including:

- Requiring reinstatement
- Recovering costs
- Legal action where necessary

5. High-Rise Buildings under the Building Safety Act:

5.1. Enhanced controls and restrictions apply in buildings of 7 or more storeys, buildings of 18 metres or more in height, and any other buildings identified by Hexagon as higher risk for building safety purposes.

5.2. In these buildings, residents must not carry out works that could affect the structure, external wall system, fire compartmentation, fire doors, fire safety systems, communal areas, service risers, shared services or any other building safety measure that may affect the information required to maintain the buildings safety case or Golden Thread.

5.3. Hexagon applies a “no adverse impact on building safety” principle and will refuse any works that present unacceptable risk.

5.4. All works requiring permission in these buildings will be subject to enhanced technical scrutiny which may include fire engineering input, structural assessments or building safety reviews.

5.5. Applications may take longer where specialist building safety, fire safety or technical input is required.

6. Permission Process

6.1. **Application:** Residents must submit a written request with details of the proposed works. They must also provide plans, specifications, and contractor details where required. We aim to respond to applications within 28 calendar days, although more complex requests may take longer.

6.2. **Assessment:** Hexagon will assess safety and compliance of the proposed works, the impact on the building and neighbours, as well as future maintenance implications.

6.3. **Approval Conditions:** Approvals may include conditions such as:

- Use of suitably qualified contractors
- Compliance with building regulations and all relevant legislation (including CDM where applicable)
- Access for inspection by Hexagon during / after works
- A requirement to reinstate at end of tenancy (for tenants)
- Compliance with working hours and consideration of neighbours.

6.4. Where proposed works may disturb the fabric of the building, Hexagon may require an asbestos review, survey or other specialist assessment before deciding whether permission can be granted.

6.5. Hexagon may withhold consent where a resident is in breach of their tenancy, lease or management agreement. Before doing so, Hexagon will consider whether it is reasonable to refuse consent, taking account of the nature of the breach, the resident's circumstances, any known vulnerability or disability, and the reason for the proposed works, including whether the works relate to a disability, adaptation or reasonable adjustment.

6.6. Residents may appeal a decision to not allow permission for an alteration. The outcome of the appeal will be decided by the Head of Property and Building Safety and a written response issued within 28 calendar days.

7. Asbestos

7.1. Hexagon has a statutory duty to manage asbestos risk. Residents must not undertake any works that may disturb asbestos containing materials.

- 7.2. Before carrying out any works, alterations or improvements, residents must contact Hexagon to check whether there is any asbestos information relevant to their home. Residents must not start works that may disturb walls, ceilings, floors, fixtures, fittings, pipework, service areas or other building materials until Hexagon has confirmed whether asbestos containing materials may be present and whether any further checks or controls are required.
- 7.3. Residents must not disturb, remove, drill, sand, cut or damage any material that may contain asbestos. Where asbestos is known or suspected, Hexagon may refuse permission, require further surveys, or set conditions for how the works must be carried out.

8. Leaseholders

- 8.1. Leaseholders and shared owners must comply with the terms of their lease, including any requirement to obtain a Licence to Alter or other formal landlord consent. Where Hexagon's policy position is that a category of works is not allowed, Hexagon will not normally grant consent even where the lease requires the resident to apply for permission.
- 8.2. Hexagon may charge reasonable administration and professional fees for reviewing applications, issuing licences and undertaking inspections, in line with the lease.
- 8.3. Failure to obtain consent may breach the lease. It may also affect future sale of the property and / or result in legal enforcement action.
- 8.4. Poor quality improvements may lead to future major works costs impacting all leaseholders.
- 8.5. When selling, leaseholders must provide evidence of approvals for any alterations and confirm compliance with building regulations. Lack of documentation may delay or prevent a sale.
- 8.6. Where a leaseholder chooses to install an improvement or upgrade to their home, the leaseholder will normally be responsible for maintaining that improvement and for any additional costs associated with the upgraded specification.
- 8.7. Hexagon operates a "no betterment reinstatement" principle unless otherwise agreed in writing.
- 8.8. Hexagon may still need to carry out repairs, compliance works, or other landlord works that affect an area the leaseholder has improved. Where those works are reasonably required, Hexagon will not normally be responsible for reinstating the

leaseholder's improvement to the upgraded specification, unless this is required by the lease or has been agreed by Hexagon in writing.

- 8.9. For example, if a leaseholder installs an upgraded kitchen and Hexagon later needs to replace pipework behind or within that area, Hexagon will not normally be responsible for reinstating the kitchen to the leaseholder's upgraded specification.

9. Compensation at End of Tenancy (Tenants)

- 9.1. Where set out in the tenancy agreement or agreed in writing by Hexagon, compensation may be considered where a tenant has funded works that Hexagon would otherwise have carried out as part of a planned improvement or cyclical decoration programme.
- 9.2. Compensation will only be considered where the works were approved in advance, completed to Hexagon's required standard, supported by evidence of cost, and have resulted in Hexagon avoiding or reducing expenditure it would otherwise have incurred.
- 9.3. Any compensation payable will be assessed at the end of the tenancy and may be reduced to reflect the age, current condition and notional life of the improvement.
- 9.4. Certain secure tenants may have a statutory right to compensation for qualifying improvements at the end of their tenancy. This will be applied in line with the statutory Right to Compensation for Improvements under the Housing Act 1985.

10. Equality and Diversity

- 10.1. Hexagon will consider requests for property alterations fairly and consistently, in line with its Equality and Diversity Policy and duties under the Equality Act 2010.
- 10.2. We recognise that some residents may need alterations because of a disability, health condition, or other individual circumstances. Where a request relates to a resident's disability or other protected characteristic, Hexagon will consider whether the alteration is a reasonable adjustment. Where the request is identified as an adaptation, this will be managed under Hexagon's Adaptations Policy.
- 10.3. Requests will not be refused because of a resident's protected characteristic or personal circumstances. Decisions will be based on relevant factors such as safety, planning or building control requirements, the impact on the property, future maintenance responsibilities, tenancy or lease obligations, and whether the proposed alteration is reasonable and practical, in line with this policy.

- 10.4. Where needed, Hexagon will make reasonable adjustments to help residents understand and engage with the alterations process. This may include providing information in alternative formats, allowing additional time, supporting residents to provide evidence, or communicating through a representative or advocate with the resident's consent.

11. Resident Consultation

- 11.1. This policy has not been selected by the Resident Influence Group for resident-led review as part of the current policy review schedule. The policy remains available for resident review or consultation where requested, or where future operational learning indicates that resident feedback would be beneficial.

12. Review

- 12.1. This policy will be reviewed every 3 years or in response to legislative or regulatory changes, building safety requirements, or operational changes.

13. Relevant Policies

- Repairs Priority Policy
- Rechargeable Repairs Policy
- Asset Management Strategy
- Service Charge Policy
- Fire Safety Management Policy
- Asbestos Management Plan
- Water Safety Policy
- Lift Safety Policy
- Electrical Safety Policy
- Gas & Heating Safety Policy
- Adaptations Policy
- Tenancy Management Policy
- Homeowner Policy

14. Relevant Legislation

- Building Safety Act 2022
- Regulatory Reform (Fire Safety) Order 2005
- Fire Safety Act 2021 and Fire Safety (England) Regulations 2022
- Equality Act 2010
- Landlord and Tenant Act 1985
- Housing Act 1985 and 1988
- Building Act 1984 and Building Regulations 2010