

# Improvements

This leaflet sets out the types of improvements you may make to your home yourself and which types of improvements we need to agree to in advance.

## Improvements you can make without our permission include:

- Small-scale garden landscaping, as long as no plumbing or electrical works are involved, and no service access points are blocked e.g. decking covering manholes or inspection chambers, for example to sewers. This does not include ponds, which will only be considered for home owners.
- Changing of pendant light fittings by a competent person. For safety reasons, we do not allow the fitting of inset lights, or the changing of kitchen and bathroom sealed unit lighting,
- DIY tasks such as shelving or picture hanging.
- Decoration and internal soft furnishings such as curtain fittings and blinds.
- Fitting of carpets.
- Laminate flooring in accepted areas (not permitted in flats and maisonettes or in any kitchens or bathrooms). Must not block service access points: we are not responsible for re-fitting if laminate flooring has to be removed to complete any inspection or repair we need to complete.
- Installation of white goods where services are already provided.
- Fixing of television aerials (**excluding satellite dishes**) onto an individual house, except where local planning restrictions apply. You must check with your local authority before proceeding.

These type of improvements are known as non-qualifying as they don't qualify for consent or compensation.

## Improvements you must apply for our consent in advance include:

- Changes to windows and external doors, including the fitting of pet doors.
- Changing some or all of the kitchens and bathrooms fittings.
- Electrical work such as additional sockets, additional lighting or installation of CCTV.
- The installation of any type of shower and associated tiling.
- Changes to heating or cooking methods, particularly the fitting of a gas cooker where the supply is not already available.
- Installation of any gas meter or supply where live gas is not already present
- Telephone or cable service installation.
- Any shed where none existed before. Customers must check on [the planning portal at www.planningportal.co.uk](http://www.planningportal.co.uk) and with their local authority for conditions and restrictions in advance of construction.
- Satellite dishes on any property due to conservation issues and other factors such as external wall insulation
- TV aerials on blocks of flats; this includes connection or upgrade to Sky or Sky Q.
- External decoration
- Conservatories, porches, lean-tos, garages, and carports.
- Alterations to water supplies or drainage pipes.
- Putting up hedges, fences or walls (restrictions may apply to the type and height of fencing you can choose).
- Dropped curbs, new driveways or off-road parking.
- Changing of internal doors or door furniture such as door knobs or handles in any property.

We need to have details of the work you want to do in advance of any work starting. If we agree to the work, this is likely to be on a conditional basis and you will be responsible for meeting certain conditions.

The terms and conditions on the application form give a general indication of the conditions, but others may apply.

If you rent your home, these types of improvements are classed as qualifying improvements as they need for a formal agreement from us before you can carry out the work, and they may also qualify for compensation.

### **Improvements we will only consider for home ownership customers.**

If you are a shared owner, leaseholder or a freeholder with a restricted transfer or you have an equity loan with Orbit you will also need to apply for consent for the following works. These works do require our consent, and homeowners are not eligible for compensation.

They include:

- Work involving gas pipework and heating systems.
- Open flue appliances, wood burner stoves and opening up of chimneys.
- The installation of solar panels, whether water heating or photovoltaic panels.
- Any work which involves the structure of the home.
- Loft extensions or boarding-out for storage.
- Removing internal walls or division of living spaces.
- Laminate flooring in flats and maisonettes or in the kitchens or bathrooms of any property
- Any permanent flooring that blocks service access points.
- Any work involving a party wall or boundary.

- Converting windows into patio doors.
- Ponds of any depth.

We will not usually agree to alterations to communal areas/gardens unless there has been consultation and agreement with everyone involved and agreements allow for the change or are the agreements are legally altered.

Leaseholders are not permitted to alter or replace fire protection and detection elements e.g. flat entrance and internal fire doors, smoke detection, sounders and installing automatic opening doors.

### **Compensation for rented customers**

If you rent your home you may be eligible for compensation depending on the type of improvement, the length of time that passes between the work being carried out and the time you move out of your home.

Compensation is only payable for qualifying improvements costing over £50.00 and less than £3,000.00.

If your improvements qualify for compensation we will confirm this to you in the letter confirming the improvements you wish to make have been approved, along with any other conditions we attach to the consent.

For further information about compensation, please request a copy of our policy covering your right for compensation for repairs and improvements or view it on our website.

# Administration charges

**We have set out what our administration fees are along with a summary of your rights and obligations.**

If you wish to make alterations or improvements to your home, which require our consent, we charge a fee to cover our administrative costs in providing these services. This leaflet outlines what those charges are and what they cover.

All fees quoted are inclusive of VAT.

## **Consent to alterations described within qualifying improvements: £50**

Subject to the type of agreement you have with us, you are allowed to make improvements to your home, but first you need to check your proposals are agreeable to us and receive our written permission.

The fee is to cover the administration of the approval of these improvements.

## **Consent to improvements considered only for homeownership customers: £120**

This is similar to 'Consent to qualifying improvements', but due to the type of changes to the property we will only consider them for home ownership customers and we may need to arrange for our Property Manager to visit you. We may request a copy of your building plans to ensure that they keep to current building regulations. You will also need the local authority's planning permission, if this applies.

Homeownership customers may be subject to additional charges, for example, if they are remortgaging to pay for the improvements and should refer to the additional information on our website if applicable.

## **Summary of tenants' rights and obligations**

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly:
  - For, or in connection with, the grant of an approval under your lease, or an application for such approval
  - For, or in connection with, the provision of information or documents
  - In respect of your failure to make any payment due under your lease; or
  - In connection with a breach of covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

3. Any provision contained in a grant of a lease under the right to buy under the the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

4. You have the right to ask a Residential Property Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine:
  - Who should pay the administration charge and who it should be paid to
  - The amount
  - The date it should be paid by; and
  - How it should be paid.
7. A Residential Property Tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where:
  - It dismisses a matter because it is frivolous,
  - vexatious or an abuse of process; or
  - It considers that a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Land Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

However, you do not have this right where:

- A matter has been agreed to or admitted by you.
  - A matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose or,
  - A matter has been decided by a court.
5. You have the right to apply to a Residential Property Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
  6. Where you seek a determination or order from a Residential Property Tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction.
  8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under your lease. However, to exercise this right, the landlord must meet all legal requirements and obtain a court order.

A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

The total fees payable to a tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.

## How to get in touch

For further information please email us at:  
[info@orbit.org.uk](mailto:info@orbit.org.uk)

Or call:  
**0800 678 1221**

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