

Property Consents Policy

Policy Owner:
Chief Property Officer

Accountable Lead

Director of Asset Management & Procurement



Policy Control	
Policy Level	Operational
Policy Reference (Policies must be referenced by business areas, with associated policy number and year of approval)	AS/008/2025
Link to Strategy	Asset Management Strategy
Version Control When developing the policy, operate version control here to record the different drafts and reasons for changes V1 first draft	<ul style="list-style-type: none"> - Effective from February 2025 - to January 2028
Approved by	Chief Property Officer at Property Services Leadership Team meeting 10 February 2025
Consultation	Voicebox – July 2024 Property Services Leadership team
Equality analysis	Completed January 2025
Next review date	January 2028

Contents

1. Policy Statement and Aims	3
2. Scope, Roles and Responsibilities	3
3. Principles	4
4. Application	5
5. Associated documents	5
6. Measurement of Success	6

1. Policy Statement and Aims

- 1.1 This policy sets out Curo's approach to managing customer requests to make alterations to their home and how we will deliver these while acting in line with the tenancy agreement, appropriate legislation and best practice.
- 1.2 We know customers want to make their home their own which sometimes means making changes to its appearance, layout, facilities and services. When managing such requests, our aims are to:
 - 1.2.1 make sure any changes to Curo homes are completed with our knowledge and approval
 - 1.2.2 make it easy to request consent for changes
 - 1.2.3 make it quicker and simpler to assess consent requests
 - 1.2.4 make it clear how and why Curo make decisions on consents
 - 1.2.5 make it clear what customer and Curo's responsibilities are with consents
 - 1.2.6 make sure changes to Curo's homes are safe and completed in line with Curo's quality standards
 - 1.2.7 make sure changes to Curo's homes are affordable and practical for the current customer, future customers, the lifetime of the home and Curo's stewardship
 - 1.2.8 place a focus on customer experience when developing procedures to underpin this policy

2. Scope, roles and responsibilities

- 2.1 This Policy applies to customers where their tenancy agreement allows them to request consent or complete alterations and improvements in their home.
- 2.2 This Policy applies to customers and stakeholders who may want to take on service such as cleaning or grounds maintenance services.
- 2.3 The Policy does not apply to Aids, Adaptations or DFG (Disabled Facility Grant) works, although consent is required, this is covered by our Aids, Adaptations and DFG policy.

- 2.4 This Policy does not cover modular homes constructed utilising advanced or modern methods of construction. In all such properties, customers who have the right to alter or improve their home must first request Curo's consent in writing for all alterations and improvements.
- 2.5 The Director of Asset Management & Procurement has overall responsibility for the policy and its implementation
- 2.6 The Strategic Asset Manager, Technical Manager and Contract Business Partner – Assets & Estates are responsible for delivering procedures which ensure the delivery of the policy and its objectives, and for ensuring that these are implemented consistently by the Asset Management team. They will make decisions in response to requests, subject to agreed procedures.
- 2.7 The Home Improvements and Estates team(s) will implement the procedures and make decisions in response to requests, subject to the Consents Framework detail set out in the **Annex and Appendices 1-3**.
- 2.8 The Board and Executive, through the Policy Owner, ensure that the policy delivers Curo's strategic objectives and reflects corporate values.
- 2.9 The Accountable Lead is accountable to the Executive for the effective implementation of the policy in Curo, so that the principles are achieved through appropriate team plans and objectives, and procedures which translate the policy objectives into practice.

3. Principles

- 3.1 Our principles in providing a Property Consent policy are that we should:
- 3.2 Ensure that the service is easily accessible through a range of communication channels by customers at all appropriate times.
- 3.3 Meet our legal and contractual obligations.
- 3.4 Keep our homes safe, healthy, affordable and warm.
- 3.5 Keep our communal spaces a welcoming place for all who use them.
- 3.6 Consent will not be unreasonably withheld.
- 3.7 Where our discretion to approve is referred to in a tenancy or lease then we will give approval, unless we can demonstrate that to do so:
 - 3.7.1 Be unsafe for current or future customers and cannot be practically mitigated
 - 3.7.2 Be detrimental to the property, the neighbourhood or our ability to manage it.
 - 3.7.3 Fail to meet best practice and/or professional standards.

- 3.7.4 Make it harder or limit Curo's ability to re-let in the future, devalue the property or compromise Curo's ability to borrow against the asset.
- 3.7.5 Breach Planning constraints or Building Regulations.
- 3.7.6 Invalidate a new build structural warranty, the building insurance or other guarantees, warranties or insurances; OR
- 3.7.7 Where insufficient detail or information (such as quotes, drawings, specifications, etc) is provided to make an informed decision on the safety, professionalism or suitability of the change.
- 3.8 If a customer has breached their tenancy agreement or lease, we will refuse the consent request until the breach is rectified (i.e. rent arrears has been paid, anti-social behaviour stops, customer allows reasonable access request, etc.) at which point the customer can resubmit their application.
- 3.9 Provide an inspection service for those areas of work that may require technical input/guidance prior to approval
- 3.10 Always have a customer focus in our procedures.
- 3.11 Have regard to the environmental impact of what we do.
- 3.12 Involve customers in deciding how the service is delivered

4. Application

- 4.1 Planned improvements that customers would like to complete and that **do not require** consent from us are set out in Appendix 1.
- 4.2 Improvements that **require** consent from us in all cases without exception are set out in Appendix 2.
- 4.3 Improvements that **will not be allowed** are set out in Appendix 3.
- 4.4 For full details on how this Policy is applied, please refer to the Annex.

5. Associated documents

- 5.1 This policy operates in context of the following key legislation, policies and procedures:
 - Relevant Tenancy Agreements.
 - Housing Act 1985 Section 97-100
 - Regulator of Social Housing, Home and Tenancy Standard
 - Relative terms of the Housing Act 1988
 - Aids, Adaptations and DFG Policy
 - Homes (Fitness for Human Habitation) Act 2018
 - Responsive Repairs Policy
 - Regulatory Reform (Fire Safety) Order 2005

- Housing Health and Safety Rating System (HHSRS)
- Health and Safety at Work Act etc. 1974 (HASWA)
- Landlord and Tenant Act 1985 (LTA) Housing Act 2004 (HA)
- Building Regulations 2010 (BR)
- Shared Spaces Policy

6. Measurement of Success

- 6.1 We aim to respond to Consent requests with a decision within 30 working days upon receipt of all necessary documents and subject to requiring access to a customer's home to undertake a surveyor inspection.

7. Reasonable adjustments

- 7.1 Colleagues are empowered to make reasonable adjustments based on individual customer needs ensuring equal access to services.
- 7.2 Colleagues are encouraged to assess each situation thoughtfully and make adjustments where appropriate, considering factors such as accessibility, medical or specific requirements. These adjustments should be made in a way that meets statutory and regulatory requirements, maintains a high standard of service, and supports customers in a fair and respectful manner.



Annex to Property Consents Policy

Curo's Property Consents policy and guidance

Definition

- 1.1 The definition of an improvement made by a customer to their home is noted in legislation as:
- “...any alteration in, or addition to, a dwelling-house, and includes:
- a. Any addition to or alteration in landlord's fixtures and fittings.
 - b. Any addition or alteration connected with the provision of services to the dwelling-house.
 - c. The erection of a wireless or television aerial.
 - d. The carrying out of external decoration.

Legal and Regulatory Framework

- 2.1 Both the tenancy agreement and The Housing Act 1985 Section 97 to 101 set out the rights of customers to carry out alterations and improvements to their home, specifically for:
- a. Getting consent.
 - b. The provision of required conditions for consent where appropriate.
 - c. The power for the landlord to compensate for improvements.
 - d. Who qualifies for compensation.
- 2.2 The Tenancy Standard of the Regulator of Social Housing (RSH) states that registered providers:
- “1.2.2: shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.”
- 2.3 The Home Standard of the RSH states that:
- 1.1 Quality of accommodation Registered Providers shall:
- a. Ensure that customers' homes meet the standard set out in section 5 of the Government's Decent Homes Guidance one and continue to maintain their homes to at least this standard.

- b. Meet the standards of design and quality that applied when a home was built, and where required as a condition of the publicly funded financial assistance, if these standards are higher than the Decent Homes Standard.
- 2.4 Consent will not be unreasonably withheld and will be given in accordance with gas, fire and building regulations where appropriate, that will include reference to:
 - c. Fire Safety Regulations (England) 2022 which requires us to responsibly manage our buildings/assets and to carry out fire risk assessments to develop safe systems of working and is specific to flatted accommodation.
 - d. Housing Health and Safety Rating System (HHSRS) requires us to ensure we manage risk relating to health and safety identified in our homes.
 - e. The Homes (Fitness for Human Habitation) Act 2018 requires us to ensure our homes are provided and maintained in a state of fitness for human habitation and connected purposes.

Requesting Consent

- 3.1 Customers who have the right to alter or improve their home must request Curo's consent in writing, stating and/or providing evidence that:
 - Planning consent is obtained where needed and evidenced.
 - The tradesperson has, and provides, relevant certificates, qualifications and warranty, including adequate public liability certificates, in line with building regulations and British Standards.
 - Access must be given for inspection on request.
 - A copy of the specification for work, stating materials to be used
- 3.2 Depending on the proposed works, Curo may require customers to also provide additional information or evidence. This may include things such as structural engineers reports, architects reports or may require Party Wall Notice etc.
- 3.3 Customers will be signposted to the following portal in order that they can identify if planning permission will be required:

<https://www.planningportal.co.uk/>
- 3.4 We will not unreasonably withhold consent and we will ensure the customer has every opportunity to provide the relevant documents and/or meet the requirements to get consent.
- 3.5 All customer requests for consent will be considered as required. Agreement or refusal of requests will be communicated to the customer following consideration.
- 3.6 A copy of the Consent Application Form can be found at Appendix 4.
- 3.7 Where Consent is sought for works that are high in value, Curo may require evidence that the finance or money is available to complete the works in full.

- 3.8 Where Curo consider that a consent for an alteration requires an asbestos survey, Curo will carry out the survey at no cost to the applicant.
- 3.9 If the proposed work requires asbestos be removed, Curo will carry out the removal work using their licensed contractors. Curo will also replace any ceilings containing asbestos or boxing around pipes that are removed but will not carry out other work to make good where asbestos containing materials have been removed (e.g. where vinyl floor tiles are taken up).
- 3.10 If the occupants are required to move out whilst asbestos is removed the applicant will be responsible for all costs associated with moving out. Curo will not be responsible for any delay in work as a result of undertaking a survey or removal of asbestos containing materials.
- 3.11 The customer will be responsible for the servicing, repairs and maintenance to any improvements made. However, the customer must allow Curo access where we deem it appropriate to adopt the servicing and maintenance of particular equipment e.g. stairlifts installed privately.

Refusal Reasons

- 4.1 The reasons we will refuse consent include but are not limited to:
- The alteration or improvement is one where we will refuse consent – see **Appendix 3**.
 - The improvement will make the property or any other premises less safe for occupiers to live in.
 - The improvement may cause unnecessary increase in costs for us.
 - The improvement may affect the price of sale or rent in the future.
 - The relevant information has not been provided i.e. building regulations, planning permission noted in section 3.1 above.
 - The improvement may affect defects liability on new build properties.
 - The proposed tradesperson is insufficiently qualified to complete the work.
 - The materials are inferior to the existing fixtures and fittings and they inhibit sound transference to neighbouring properties, especially in flatted accommodation.
 - There may be objections from neighbours for the proposed works.
 - Maintenance costs for us increase.
 - Communal space is no longer accessible for all to use
 - Any other requirement that is necessary for the health and safety of our customers, visitors, colleagues or contractors who occupy the property and that maintains the standard of our asset.
- 4.2 We will confirm the reason for refusing consent in writing, stating what is needed to get consent, unless the alteration or improvement is one where consent will not be given – see **Appendix 3**.

Retrospective Consent

- 5.1 We will give retrospective consent where we discover improvements that have been completed without consent and that meet the requirements of the Policy.
- 5.2 Where consent is not given, the customer will be informed of remedial work that is required to achieve consent and a timescale in which to complete it.
- 5.3 If the customer is unable or refuses to complete the work, we will complete the work to our operating standard and recharge the customer for the costs.

Leaving the home

- 6.1 Before a customer leaves the home, and it is found that there are improvements or alterations that have been made without consent, we will inspect the property and may decide to:
 - Require the customer to return the property to its former state before leaving; or
 - Consider completing the work to return the property to its former state and recharge the full costs and expenses to the outgoing customer

Compensation for Improvements

- 7.1 We may consider offering customers compensation for the costs of improvements made during the occupancy of their home, after the tenancy ends, only where they have had consent to carry out an improvement or alteration.
- 7.2 Compensation may be paid to the tenant, successors of a tenancy, or a joint tenant who was present during the improvement and has lived in the home at the end of the joint tenancy/tenancy.
- 7.3 If there was no consent requested or granted for the improvement, compensation will not be paid.
- 7.4 Any debts owed to us will be offset prior to final payment of compensation, which will be calculated using the depreciation formula/which will be calculated up to a limit of £3000, noted below.
- 7.5 The compensation is calculated using an approved formula, set out by The Secure Customers of Local Authorities (Compensation for Improvements) Regulations 1994
- 7.6 The cost of the improvement, multiplied by the number of years' notional life left, divided by the notional life.
- 7.7 The notional life is set out in the regulations referred to in 7.5. these are provided in the table at 7.14.
- 7.8 Example 1: a new kitchen costing the customer £5,000 fitted six years ago.

The notional life for a kitchen is 10 years, so there would be four years' notional life left. We would work out the compensation to be paid like this:

$$(\text{£5,000 (cost)} \div 10 \text{ (notional life for a kitchen)}) \times 4 \text{ (notional life left)} = \text{£2,000}$$

There is an upper limit of £3,000 compensation for any one improvement and a lower limit of £50.

7.9 Example 2: a new bathroom costing the customer £4,000 fitted 10 years ago.

The notional life for a bathroom is 12 years, so there would be two years' notional life left. We would work out the compensation to be paid like this:

$$(\text{£4,000 (cost)} \div 12 \text{ (notional life for a bathroom)}) \times 2 \text{ (notional life left)} = \text{£667}$$

Customers must submit a request for compensation no earlier than 28 days before the tenancy ends and no later than 14 days after their tenancy ends.

7.10 Notional Life:

<i>Qualifying Improvement</i>	<i>Notional Life</i>
1. Bath or shower.	12
2. Wash-hand basin.	12
3. Toilet.	12
4. Kitchen sink	10
5. Storage cupboards in bathroom or kitchen.	10
6. Work surfaces for food preparation.	10
7. Space or water heating.	12
8. Thermostatic radiator valves.	7
9. Insulation of pipes, water tank or cylinder.	10
10. Loft insulation.	20
11. Cavity wall insulation.	20
12. Draught proofing of external doors or windows.	8
13. Double glazing or other external window replacement or secondary glazing.	20
14. Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors).	15
15. Any object which improves the security of the dwelling-house, but excluding burglar alarms.	10

Rechargeable Repairs

- 8.1 We may recharge the customer for carrying out alterations or improvements in the home where:
- The customer is leaving and did not have consent to carry out the work, and is unable to revert the property to its former state; and/or
 - Retrospective permission has been refused for the improvement or alteration they wish to leave behind; and/or,
 - The alteration or improvement is a risk to health and safety, where we are required to complete the work urgently; and,
 - No access is given to complete inspection and/or works that were pre-arranged. This will be considered as a tenancy breach where no access occurs.
 - Any alteration or improvement leads to the damage of neighbouring property

Breach of Tenancy Agreement

- 9.1 The following will be considered as wilful damage and a breach of tenancy, in accordance with the tenancy agreement:
- Consent has been reasonably refused, and the alteration or improvement has been completed; and/or
 - The customer has not put the property back to its former state after retrospective permission has been refused, within given timescales; and/or
 - Access has been refused for us to complete repairs where any consent was refused.

Tenancy Management - DIY, Wilful Damage and No Access

- 10.1 Where there is evidence of wilful damage from do-it-yourself repairs without consent noted in Appendices 1-3, or there is a health and safety issue, we will consider legal remedies to gain access to the property to mitigate any risks, if the risk is to life and limb.
- 10.2 Where there is evidence of wilful damage and processes for not unreasonably withholding consent have been exhausted, we may consider legal remedies to repair the damage.
- 10.3 If there is no access given by the customer, we may consider legal proceedings to gain action to complete repairs for wilful damage, dependent on the nature and severity of the work required.

Appendix 1 – Improvements that **do not** require consent from us (except where the property is new build and in defects liability period – they are not allowed)

Internal	External
Dishwasher/washing machine installation where space exists for one and no alterations are needed to plumb one in	Cable TV/telephone/internet – only underground or using existing cable allowed
Internal non glass door	Ground anchor (used to secure a bike/caravan or similar)
Kitchen door set in house (not a flat) – should be a fire door but is not mandatory	Key safe – care reasons
Smart meters	Outside tap
Mixer taps	Garden works – non destructive works only – decoration, planting, minor paving etc.
Water meters	Satellite dishes (if not in conservation areas and the dish not currently anywhere on a building, and complies with planning requirements**
Window restrictors to the ground floor	Hot tub/jacuzzi – 13amp plug and play (not to be used indoors)
Internal decoration and liability for redecoration as a result of natural settlement	Hand or grab rails
Picture/shelf/mirror hanging	Temporary access ramps
Fitted wardrobes	
Curtain rails	
Fixed Mobility aids such as bathroom grab rails	
Kitchen door set (including frame) for house or bungalow	
Laminate floor in any room within the dwelling – only house and bungalow Should be slip resistant to at least R10 rating	

**may require planning permission - see

<https://www.planningportal.co.uk/> for all planning permission requirements

Appendix 2 – Improvements that require consent from us ***in all cases***

Internal	External
Bathroom upgrades – including electrical fittings	Canopies
Dishwasher space where space exists but alterations are needed to plumb in	Driveways**
Electric Fire	Electrical Fittings (e.g. lights/CCTV/car charging points)
Electric fittings (lights, sockets, burglar alarms, wired smoke alarms, CCTV, any other electrical fitting)	Additional lock to front or back door
Insulation (excluding lofts) subject to review	Garden works – extensive landscaping such as any excavation
Kitchen unit adjustment for non fitting fridge/freezer where the removal of kitchen units is necessary	Mobility scooter storage
Kitchen up grades – including electrical fittings	New fencing (where no fencing currently or used to exist)
Extensions to heating systems – radiators only subject to agreement	Patios doors where they currently exist
Showers including electrical fittings	Cat flaps
Motorised accessibility aids such as bath lift or stair lift	Replace existing fencing with a different type/height (not like for like)**
Loft Conversions	External decoration – house and bungalow only
	Sheds – erect in wood (or similar non permanent structure)
	Sheds – brick built – demolish only
	Decking
	Hot tub/jacuzzi – 32amp with electrical supply
	Permanent access ramps
	Mobility scooter or buggy storage unit
	Garage alterations – power, lighting or doors/access
	Houses and Bungalows – UPVC Windows or Doors
	Electric Vehicle Charging Points
	Changes to communal green infrastructure
	Communal Play Equipment

**may require planning permission - see

<https://www.planningportal.co.uk/> for all planning permission requirements

Appendix 3 - Improvements that will be ***refused in all cases*** and never allowed

Internal	External
Hearth	Conservatories
Gas central heating installation	Extensions
Gas cooker where no gas pipe exists in the kitchen	New External doors – where one does not currently exist
Glazed internal door set	Front door lock – replace thumb turn with internal key lock (only where medical requirement exists i.e. child with medical issues)
Wood burners or any coal/wood fire that requires chimney/flue cleaning, or an additional flue installation	Metal security gates/grills
Structural changes to walls, floors, ceilings, joists	Ponds
Knock down/erect internal walls	Satellite dish for a flat in a block containing four or more flats see planning portal above
Laminate on the 1st floor or above for flats	Shed – erect a brick built (or similar permanent structure)
Upgrades to central heating system	Structural works
Loft conversions any flatbed accommodation	Porches
	Alterations or replacement of Flat Front Doors
	Conversion of single skin external store rooms
	Any 'lean-to', or similar type structure that is attached the outer fabric of the building
	Solar (PV) Photo-voltaic panels or Thermal Gain panels
	Land Grab
	Paddling or Swimming Pools in communal spaces

**may require planning permission - see <https://www.planningportal.co.uk/> for all planning permission requirements



Application for Property Alteration **Consent**

Please ensure you provide all of the information requested on the application form. Failure to do so may result in your decision being delayed or denied.

Consent Information

Full name		
Address		
Telephone number		
Mobile number		
Email address		
Are you: (please tick)	Tenant:	
	Owner:	
	Leaseholder:	
Property type e.g. two bedroom house, one bedroom flat		
Description of the consent proposal. Please provide as much information as you can		

What will be the impact on neighbouring property or residents?		
Will the proposed works involve any Electrical work? (please tick)	Yes:	
	No:	
	Not sure:	
Will the proposed works involve any Gas work? (please tick)	Yes:	
	No:	
	Not sure:	
Do you have a copy of the most recent Asbestos survey for your home? (please tick)	Yes:	
	No:	
Will the proposed works impact any potential Asbestos in your home? (please tick)	Yes:	
	No:	
	Not sure:	
Have you applied to your Local Authority for any required Planning Permission where required? If you have, please provide a copy of the approval or the application with this Consent Application (please tick)	Yes:	
	No:	
	Not applicable:	
Name of Contractor		
Registered Address		
Registered Telephone number		
Email address		
<p>If you have a Contractor arranged to undertake the works, please can you provide a copy of their Public Liability Insurance.</p> <p>For any electrical work, contractors need to be registered with NICEIC.</p> <p>Any works on Gas, need to be undertaken by Gas Safe registered engineers.</p> <p>Evidence of the above will be required prior to any Consent being considered</p>		

Sketch Plan

If you feel it may help describe your planned work, you should sketch a plan which will help to show what you propose to do and may help in us providing you with a quicker decision.

What are the proposed dimensions?	
What materials will be used?	

--

- The completed form should be returned to the Consents Team, Asset Management, Curo, The Maltings, River Place, Lower Bristol Road, Bath, BA2 1EP or to Consents@curo-group.co.uk
- Please note that your property has not been inspected. If necessary Curo will arrange for an inspection of the proposed works. It is advisable that you supply us with enough information to avoid this happening as this can affect the time it takes for Curo to process your application.
- Receipt of this form does not grant you permission to carry out the works, your proposal will be considered and you will be sent a letter advising you of the outcome. If permission has been granted there will be a list of conditions of which you must adhere to; if it has been refused you will be provided with a full explanation for the reason for refusal.
- Irrespective of the result of this application form, you may also need to seek Planning Permission and/or approval under Building Regulations Legislation. You are therefore advised to notify your local authority Building Control Service of your proposal.
- Landlord's Consent is necessary should you wish to make any alterations to your home as stated in the terms and conditions of your Tenancy Agreement. Failure to inform Curo of any alterations could lead to a breach of your Tenancy Agreement.