

# Requests for permission

Ascham Homes policy guidance for responding to tenants' requests for permission

September 2009

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# 1. Introduction

- 1.1 Under the terms of the Council's tenancy agreement (May 2009) tenants (secure tenants) need to ask the Council for permission for various things. Leaseholders with long leases from the Council also need permission to carry out certain works under the standard lease terms.
- 1.2 Under the terms of our Management Agreement with the Council, Ascham Homes has responsibility for dealing with and responding to any such requests for permission, on the Council's behalf, except for request for permission to assign a tenancy. These requests will be dealt with by the Council. For the purposes of this document, where it refers to the Council it also means, where appropriate, Ascham Homes.
- 1.3 The purpose of this policy guide is to set out the circumstances in which permission will usually be granted, give guidance on circumstances Ascham Homes will take into account in granting permission and the conditions that will usually be attached to any grant of permission.
- 1.4 Under the tenancy agreement, tenants need permission to
  - (a) run a business from their home (clause 1.5)
  - (b) take in a lodger (clause 1.12)
  - (c) lay laminate flooring (clause 1.19)
  - (d) working on trees (clause 1.24)
  - (e) put up a shed, garage or greenhouse (clause 1.27)
  - (f) enter or use the loft space of blocks (clause 1.39)
  - (g) keep pets (clause 1.40)
  - (h) make alterations (clause 2.8).
- 1.5 In each case the policy which should apply is set out in the relevant section below, and in the "General considerations" section.
- 1.6 Leaseholders need permission to make alterations (schedule 7 para 20 of the standard lease) or to work on trees (schedule 8 para 1(d)). The policy which will

apply in these cases is the same as applies in relation to the tenancy agreement for secure tenants.

### **Interpretation**

- 1.7 Where this policy refers to a tenant it means “tenant or tenants”, and includes (for the avoidance of doubt) leaseholders where applicable.
- 1.8 The tenant’s home means the entire property rented to the tenant, and includes not only the house, flat or maisonette rented to the tenant but also any garden, forecourt or outbuilding of which the tenant has sole use.

## 2. General considerations

- 2.1 Tenants should wherever possible make their requests in writing. This reduces the possibility of misunderstanding and will usually allow requests to be processed more quickly.
- 2.2 Where it is not possible or practical for a tenant to make their request in writing, the Council will make a written record of the request and may ask the tenant to confirm that the record is accurate.
- 2.3 Regardless of what is set out elsewhere in this policy document, permission will not be granted where either giving permission or doing whatever is allowed by the permission would mean the Council or the tenant would (or probably would):
  - (a) break the law, or
  - (b) be acting contrary to the terms of any “headlease” or other restriction imposed on the use of the home.
- 2.4 Similarly, permission will be granted where it must be granted to ensure the Council complies with the law (for example, the Disability Discrimination Act 1995) or the terms of any “headlease” or other restriction imposed on the use of the home.
- 2.5 Where there are joint tenants, permission will not usually be granted unless all joint tenants agree.
- 2.6 When the Council gives permission it may set (in addition to those set out below) conditions to make sure that neither the Council nor the tenant:
  - (a) break the law, or
  - (b) do anything contrary to the terms of any “headlease” or other restriction imposed on the use of the home.
- 2.7 Similarly, the Council will not impose any condition (even if it is one set out below as a usual condition) which would place it in breach of the law or the terms of any “headlease” or other restriction imposed on the use of the home.
- 2.8 The Council will also usually impose the conditions set out below in relation to specific types of request. In any particular case the Council may add to, not apply, or vary those conditions.

- 2.9 Permission will only be given in writing. Where permission is given, the Council will write setting out any conditions which apply. Sample letters granting permission are set out in the Appendix.
- 2.10 The tenant may not do anything which needs permission until they have signed and delivered to the Council a copy of the permission letter, indicating that the tenant understands and will comply with the conditions which apply.
- 2.11 Where the Council refuses permission, a letter will be written to the tenant setting out the reason or reasons why permission has been refused.

## 3. Running a business

For sample letters:

- granting permission see PL1 at page **Error! Bookmark not defined.**
- refusing permission see PL1R at page **Error! Bookmark not defined.**

### Introduction

- 3.1 Running a business from a home can cause serious problems, especially for neighbours. For example, noise and litter can be created, affecting the enjoyment by neighbours of their homes and possibly their health. Running a business can invalidate insurance.
- 3.2 Running a business from a home includes using the home for business purposes, even if the business is managed or organised somewhere else.

### Applying for permission

- 3.3 Any request for permission must make clear:
- (a) the nature of the business (eg “web site design”),
  - (b) the activities which will be carried out (eg “use of computer to create websites; telephone calls to clients; clerical / invoicing; storage of records”), and
  - (c) the parts of the tenant’s home which will be used in running the business (eg “second bedroom”).

### When permission will be granted

- 3.4 The Council can only refuse permission to run a business where it is reasonable to do so.
- 3.5 Permission will be refused if the Council reasonably believes the business would cause, or increase the possibility of, a nuisance, annoyance or disturbance to neighbours. Further guidance as to what the Council will consider to be nuisance is in the **Ascham Homes Anti-Social Behaviour Policy Guide**.
- 3.6 Permission will not be granted for a business which involves members of the public visiting the home. (A member of the public is anyone who does not usually live at the home.)
- 3.7 Permission will not be granted for use of the home in retail sales.

- 3.8 Permission will not be granted if the Council reasonably believes it will lead to a significant increase in rubbish associated with the home.
- 3.9 Permission will not be granted where the Council reasonably believes running a business will cause damage, or increases the chances of damage being caused, to the home (whether by the activities of the tenant or others, so including businesses likely to attract criminal activity to the home) or other Council property.
- 3.10 Permission will only be granted in circumstances where the business use would be 'incidental' to the tenant's use of the home as their residence (in other words, where the property is still mainly used as a home). Permission will not be granted where it would mean the business was a significant part of the use of the tenant's home.

### Conditions

- 3.11 Where permission is granted, the following conditions will apply.
- 3.12 Permission will be granted only for a specific business use. It will not be general permission to run any business. The home may only be used for the business specified by the Council.
- 3.13 The tenant must take out such additional insurance as is necessary to cover the building for the allowed business activities, and provide evidence that this has been done if the Council asks for evidence.
- 3.14 Nothing used in connection with the business may be kept or stored outside (ie outside any building which is part of the tenant's home).
- 3.15 The tenant must not put up any advertising or sign relating to the business in or on the home (including any outdoors areas and any communal areas).
- 3.16 The tenant must comply with all relevant laws in relation to the business, and in particular all tax legislation.
- 3.17 The Council will report the fact it has granted permission to the benefits and council tax authorities.

## 4. Taking in a lodger

For sample letters:

- granting permission see PL2 at page **Error! Bookmark not defined.**
- refusing permission see PL2R at page **Error! Bookmark not defined.**

### Introduction

- 4.1 The Council must manage its available housing to make sure it is provided to those most in need. If the homes it rents to tenants are used by tenants to house others then the Council may no longer be able to carry out its duty.
- 4.2 Lodgers do not have a tenancy agreement direct with the Council. Although most lodgers are probably responsible individuals, their actions could place a tenant in breach of the tenancy terms. The Council would have to take action against the tenant rather than the lodger, and the tenant could be in danger of losing their home.
- 4.3 A lodger is somebody who lives in a tenant's home who is over 18 and not a member of the tenant's family, whether or not they pay the tenant. A tenant cannot give up all of their home to a lodger or lodgers. A tenant can, if the Council gives permission, let a lodger have the use of part of their home (eg a bedroom) and share the use of some of the rest (eg the living room, bathroom and kitchen).
- 4.4 Under the tenancy terms, an introductory tenant cannot take in a lodger.

### Applying for permission

- 4.5 Any request for permission must set out:
- (a) the name and date of birth of the lodger
  - (b) the relationship of the lodger to the tenant
  - (c) the duration of the lodger's stay
  - (d) how much the lodger will be paying the tenant
  - (e) the details of any tenancy or other agreement which will apply to the lodger's stay

and these details must be given by the tenant in relation to every individual lodger where permission is sought for more than one lodger.

4.6 The Council may require the tenant to supply references for any lodger.

### When permission will be granted

4.7 The Council can only refuse permission to have a lodger where it is reasonable to do so. The Council must decide whether or not to give consent within a reasonable time.

4.8 Permission will not be granted if it would lead to the tenant's home becoming overcrowded as defined by statute.

4.9 Permission will not be granted where the Council reasonably believes the lodger is likely to act in such a way as to put the tenant in breach of the tenancy agreement, and in particular where the Council believes the lodger is likely to act so as to cause nuisance, annoyance or disturbance to neighbours. Further guidance as to what the Council will consider to be nuisance is in the **Ascham Homes Anti-Social Behaviour Policy Guide**.

### Conditions

4.10 Where permission is granted, the tenant must comply with all relevant laws in relation to any money they receive from any lodger, and in particular all tax legislation.

4.11 Permission will only be granted in respect of an individual lodger or lodgers named by the Council.

4.12 The Council will report the fact it has granted permission, and give details of the lodger, to the benefits and council tax authorities.

## 5. Laminate flooring

For sample letters:

- granting permission see PL3 at page **Error! Bookmark not defined.**
- refusing permission see PL3R at page **Error! Bookmark not defined.**

### Introduction

- 5.1 Laminate flooring installed in a flat which is above a neighbour's home can cause considerable noise nuisance to the neighbour. Even the tenant's ordinary day-to-day activity, perhaps just walking around their flat, can sound very loud in the property downstairs and can interfere with the ordinary enjoyment by the neighbour of their home. This can in turn lead to problems in the relations between neighbours.
- 5.2 Laminate flooring can also be difficult or even impossible to remove without damaging it. Sometimes it needs to be removed in order to repair or carry out other works to the tenant's home, or other Council property.
- 5.3 Laminate flooring, for the purposes of this policy, includes slot and groove wooden flooring.

### Applying for permission

- 5.4 Any request for permission must set out clearly:
- (a) the room or rooms in which the tenant wishes to lay the laminate flooring, and
  - (b) details of any sound insulation the tenant proposes to install.

### When permission will be granted

- 5.5 The Council can only refuse permission where it is reasonable to do so.
- 5.6 The Council must decide within a reasonable time whether to grant permission where the tenancy is a secure tenancy.
- 5.7 In particular, the Council will take into account whether and how far laying laminate flooring would:
- (a) make the tenant's home, or other premises, less safe for occupants,
  - (b) mean the Council (or leaseholders) would have to spend more, or

(c) reduce the value (or rental value) of the tenant's home.

5.8 Permission will usually be granted unless the Council believes that the installation of laminate flooring is likely to:

(a) increase the noise nuisance caused to neighbours, including day-to-day living noise nuisance,

(b) make it too hard (impractical) for the Council to carry out repairs or other works to the tenant's home or other Council property, or

(c) cause damage to the tenant's home or other Council property.

### Conditions

5.9 Where permission is granted, the following conditions will apply.

5.10 The rooms in which laminate flooring may be laid will be set out by the Council when it grants permission.

5.11 The tenant must indemnify the Council and their agents, and Ascham Homes Ltd, against any claims that may arise as a result of the installation of the flooring (whether during the installation or after).

5.12 When it gives permission, the Council may make it a condition that the tenant installs particular sound insulation (whether as suggested by the tenant or otherwise), or a condition that the tenant installs adequate insulation to the Council's satisfaction to prevent noise transferring into neighbouring properties.

5.13 The level of noise (including noise caused by day-to-day living) heard by neighbours must not increase significantly as a result of the installation of the laminate flooring.

5.14 The laminate flooring must only be installed in such a way and at such times as to avoid causing nuisance to any neighbours.

5.15 The installation of the laminate flooring must not cause any damage to the tenant's home or any other Council property. If it does so the damage must be made good by the tenant at their own expense.

5.16 The tenant must allow the Council to remove any part (or all) of the laminate flooring if it needs to do so in order to carry out works to the tenant's home or other Council property. The Council will not be liable for the cost of replacing or re-laying it, or any other making good and/or surface finishing following removal.



## 6. Tree work

For sample letters:

- granting permission see PL4 at page **Error! Bookmark not defined.**
- refusing permission see PL4R at page **Error! Bookmark not defined.**

### Introduction

6.1 Unnecessary removal of, or work to, trees can affect everybody's enjoyment of the environment. The Council will seek to control work to trees to ensure there is no unnecessary interference with this important natural amenity.

### Applying for permission

6.2 Any request for permission must set out:

- (a) (preferably by using a plan, diagram or even just a sketch) which trees the tenant wishes to work on,
- (b) what work the tenant wishes to carry out (and in particular to what height the tenant wishes to cut down trees),
- (c) how the tenant intends to dispose of cuttings and trees, and
- (d) details of any contractor the tenant will be using (including any relevant professional qualifications).

6.3 The Council may consult with the tenant's neighbours. On making an application, the tenant must agree to this.

### When permission will be granted

6.4 Permission will only be granted for removal of a tree where it is diseased or has structural problems.

6.5 Permission will usually be granted for lopping, but only so far as is reasonably necessary, in the the view of the Council.

6.6 The Council may refuse to give permission where:

- (a) any aspect of carrying out the work is in the Council's opinion likely to cause a nuisance, annoyance or disturbance to neighbours, or

- (b) the work, once completed, may in the Council's opinion cause a nuisance, annoyance or disturbance to neighbours

(further guidance as to what the Council will consider to be nuisance is in the **Ascham Homes Anti-Social Behaviour Policy Guide**).

### Conditions

- 6.7 The work must not contravene any Tree Preservation Order.
- 6.8 The tenant must dispose of cuttings and trees appropriately.
- 6.9 The tenant must indemnify the Council and their agents, and Ascham Homes Ltd, against any claims that may arise as a result of the work (whether during the work or after).

## 7. Sheds, garages and greenhouses

For sample letters:

- granting permission see PL5 at page **Error! Bookmark not defined.**
- refusing permission see PL5R at page **Error! Bookmark not defined.**

### Introduction

7.1 In this section, “outbuilding” means a shed, a garage or a greenhouse.

### Applying for permission

7.2 Any request for permission must set out:

- (a) the precise location of the proposed outbuilding,
- (b) the dimensions of the proposed outbuilding,
- (c) detailed technical drawings showing the design and plan of the outbuilding (unless it is a greenhouse or shed of standard design in which case it is sufficient to set out details of the supplier and model),
- (d) in the case of a garage, a plan showing proposed vehicular access, and
- (e) details of any contractor the tenant will be using (including any relevant professional qualifications, eg Gas Safe or NICEIC).

7.3 The Council may consult with the tenant’s neighbours. On making an application, the tenant must agree to this.

7.4 In the case of a garage, the Council:

- (a) will usually require the tenant to prove that they have sufficient funds to complete the work, and
- (b) may decide to carry out a technical assessment of the application, in which case a fee will be payable and permission will not be granted until such a fee has been paid.

### When permission will be granted

7.5 The Council can only refuse permission for work where it is reasonable to do so.

- 7.6 The Council must decide within a reasonable time whether to grant permission where the tenancy is a secure tenancy.
- 7.7 In particular, the Council will take into account whether and how far the proposed outbuilding would:
- (a) make the tenant's home, or other premises, less safe for occupants,
  - (b) mean the Council (or leaseholders) would have to spend more, or
  - (c) reduce the value (or rental value) of the tenant's home.
- 7.8 In the case of a garage, the Council will take into account the tenant's financial situation (including whether it appears to the Council that the tenant will not have sufficient funds to complete the work, and whether the tenant is in arrears with rent or service charge payments).
- 7.9 Permission will usually only be granted for an outbuilding which is to be built or placed at least 3 metres away from any building.
- 7.10 Permission will not usually be granted for an outbuilding in a communal garden or any other area shared with neighbours, or on any balcony.
- 7.11 Permission may be refused where the Council reasonably believes granting permission would probably make it more difficult to carry out its obligations, especially as to repair, under the tenancy or in relation to other Council property.
- 7.12 The Council may refuse to give permission where:
- (a) any aspect of carrying out the work is in the Council's opinion likely to cause a nuisance, annoyance or disturbance to neighbours, or
  - (b) the work, once completed, may in the Council's opinion cause a nuisance, annoyance or disturbance to neighbours
- (further guidance as to what the Council will consider to be nuisance is in the **Ascham Homes Anti-Social Behaviour Policy Guide**).

### Conditions

- 7.13 If permission is given the following conditions will apply.

- 7.14 The tenant must indemnify the Council and their agents, and Ascham Homes Ltd, against any claims that may arise as a result of the works (whether during the works or after).
- 7.15 Unless the Council otherwise expressly agrees, the outbuilding must be removed by the tenant at their own cost at the end of the tenancy. If not removed by the tenant, the tenant agrees they will be liable for the cost of removal.
- 7.16 Any greenhouse must be constructed from safety glass certified to the relevant British Standard.
- 7.17 The tenant must apply for and obtain all necessary planning permissions and/or other approvals (including in the case of a garage permission for a drop kerb if none exists), and must supply copies of them to the Council. (The Council's permission given under the tenancy terms for an outbuilding is not a grant of planning permission or any other regulatory approval.)
- 7.18 Any building work must comply with good building practice, and must be in accordance with the relevant building regulations and planning permission where relevant.
- 7.19 The outhouse must be constructed in a professional manner by a competent person, using good quality tools and equipment.
- 7.20 Any electrical work must meet all relevant regulations and be carried out by a registered NICEIC contractor. An electrical test certificate must be issued on completion and the tenant must send a copy of it to the Council within 7 days.
- 7.21 The construction of the outbuilding must not cause any damage to the tenant's home or any other Council property. If it does so the tenant must pay for the repair of such damage.
- 7.22 Construction of the outbuilding, once commenced, must be completed within a reasonable timescale.
- 7.23 The tenant must allow the Council to inspect the outbuilding during and/or after construction, and before carrying out any work must pay any inspection fee notified when the Council grants permission.
- 7.24 The tenant must comply with any alterations or additions the Council specifies, where it is reasonably necessary to ensure good building practice, avoid damage to Council property or ensure compliance with these conditions, whether they are specified before, during or after construction.

- 7.25 If works are not completed to the satisfaction of the Council, the Council may enter the tenant's home and carry out remedial works.
- 7.26 The tenant will be responsible for the maintenance and repair of the outbuilding.
- 7.27 The outbuilding must be used only for storage and/or plant cultivation. It may not be used for anything which might cause a danger or a nuisance. For the avoidance of doubt it may not be used for residential occupation.
- 7.28 In the case of a garage, the Council may additionally or alternatively impose any of the conditions set out below in relation to "improvements, alterations and additions".

## 8. Block loft space

For sample letters:

- granting permission see PL6 at page **Error! Bookmark not defined.**
- refusing permission see PL6R at page **Error! Bookmark not defined.**

### Introduction

- 8.1 The loft space in blocks is Council property. It is not usually rented to individual tenants. Tenants have no right to use the loft space in communal blocks. Using the loft space can also cause repair problems for the Council and possibly nuisance to neighbours.

### Applying for permission

- 8.2 Any request for permission to access loft space must set out the reason why the tenant wants access.

### When permission will be granted

- 8.3 Permission will not usually be granted for storage in or entry to loft areas.

### Conditions

- 8.4 If permission is given the Council will impose such conditions as it thinks appropriate.

## 9. Pets

For sample letters:

- granting permission see PL7 at page **Error! Bookmark not defined.**
- refusing permission see PL7R at page **Error! Bookmark not defined.**

### Introduction

- 9.1 Although pets can potentially be a welcome addition to a home, they can also cause nuisance to neighbours and possible damage to property.
- 9.2 Any tenant applying to keep a pet must give consideration to whether they will be able to care for and control an animal in such a way that neither nuisance or damage are caused.
- 9.3 Tenants should be aware that failure to control their pet could put them in breach of the tenancy agreement which makes tenants responsible for any nuisance caused by their pets.

### Applying for permission

- 9.4 Any request for permission must set out:
- (a) the type of animal, and
  - (b) the breed of any dog.

### When permission will be granted

- 9.5 The Council can only refuse permission to keep a pet where it is reasonable to do so.
- 9.6 Permission will only be granted to allow a tenant to have a maximum of one pet.
- 9.7 Permission will not be granted where the Council reasonably believes
- (a) that a tenant has previously allowed a pet to cause damage to the tenant's home or other Council property, or cause a nuisance,
  - (b) that the pet requested would be likely to cause damage to the tenant's home or other Council property, or cause a nuisance, or
  - (c) that the tenant's home is unsuitable for the pet proposed.

## Conditions

- 9.8 Where permission is given the following conditions will apply.
- 9.9 The tenant must keep their pet under control. They must not allow it to foul their home (they must use litter trays / receptacles where necessary) or in the locality of their home (eg on roads footpaths or play areas) or, if their flat is in a block, any area that they share with neighbours. If their pet fouls in their home, the locality or any shared area, the tenant must clear up and properly dispose of any animal waste.
- 9.10 The tenant must not allow their pet to cause a nuisance, annoyance or disturbance to neighbours or Council staff, the Council's agents or contractors. All dogs must be kept on a lead at all times whilst on communal Council property.
- 9.11 The tenant must not allow their pet to cause any damage to their home or other Council property. If their pet does so, the tenant will be liable to pay for the repair of such damage.
- 9.12 The tenant must act as a responsible pet owner in the treatment of their pet.
- 9.13 If a pet subsequently has offspring, the tenant must move the offspring to a new home within 10 weeks of their birth.

# 10. Improvements, alterations and additions

For sample letters:

- granting permission see PL8 at page **Error! Bookmark not defined.**
- refusing permission see PL8R at page **Error! Bookmark not defined.**

## Introduction

10.1 For the avoidance of doubt, improvements, alterations and additions include (but are not limited to) installation/construction of:

- (a) satellite dishes,
- (b) windows
- (c) front or back doors
- (d) cable TV,
- (e) decking,
- (f) patios,
- (g) outside taps,
- (h) air conditioning,
- (i) loft conversions,
- (j) conservatories,
- (k) security gates / doors (eg metal grilles),
- (l) cat flaps, and
- (m) anything which includes drilling through a wall, or any demolition.

10.2 In this section, improvements, alterations and additions are referred to as “work”.

## Applying for permission

10.3 Any request for permission must set out:

- (a) the precise location of the proposed work,
  - (b) the dimensions of the proposed work,
  - (c) detailed technical drawings showing the design and plan of the work, and
  - (d) details of any contractor the tenant will be using (including any relevant professional qualifications, eg Gas Safe or NICEIC).
- 10.4 The Council will usually require the tenant to prove that they have sufficient funds to complete the work.
- 10.5 The Council may consult with the tenant's neighbours. On making an application, the tenant must agree to this.
- 10.6 Where the Council decides to carry out a technical assessment of the application, a fee will be payable. Permission will not be granted until the fee has been paid.

### **When permission will be granted**

- 10.7 The Council can only refuse permission for work where it is reasonable to do so.
- 10.8 The Council must decide within a reasonable time whether to grant permission where the tenancy.
- 10.9 Each application will be assessed on its own merits.
- 10.10 In particular, the Council will take into account whether and how far the work would:
- (a) make the tenant's home, or other premises, less safe for occupants,
  - (b) mean the Council (or leaseholders) would have to spend more, or
  - (c) reduce the value (or rental value) of the tenant's home.
- 10.11 The Council will take into account the tenant's financial situation (including whether it appears to the Council that the tenant will not have sufficient funds to complete the work, and whether the tenant is in arrears with rent or service charge payments).

10.12 The Council will not usually grant permission for work which would require also planning permission.

### Conditions

10.13 If permission is given the following conditions will apply.

10.14 The tenant must indemnify the Council and their agents, and Ascham Homes Ltd, against any claims that may arise as a result of the works (whether during the works or after).

10.15 The tenant must apply for and obtain all necessary planning permissions and/or other approvals, and must supply copies of them to the Council. (The Council's permission given under the tenancy terms for an work is not a grant of planning permission or any other regulatory approval.) For the avoidance of doubt, work requiring planning permission will not usually be authorised.

10.16 The tenant must obtain their own advice about asbestos. The Council will not be responsible for advising about asbestos.

10.17 The work must comply with good building practice, and must be in accordance with the relevant building regulations, and any other relevant laws, and planning permission where relevant.

10.18 The work must be carried out in a professional manner by a competent person, using good quality tools and equipment.

10.19 All materials must comply with British Standard Specification and those not Kite Marked must comply with the British Standard Agreement Specification.

10.20 Any electrical work must meet all relevant regulations and by carried out by a registered NICEIC contractor. An electrical test certificate must be issued on completion and the tenant must send a copy of it to the Council within 7 days.

10.21 Any gas work must meet all relevant regulations and by carried out by a registered Gas Safe contractor. A gas safety certificate must be issued on completion and the tenant must send a copy of it to the Council within 7 days.

10.22 Any glazing work must meet all relevant regulations and by carried out by a FENSA registered contractor. Any glazing may be replaced by the Council, and/or if other parts of the building are subsequently re-glazed the tenant may still have to contribute to the cost of that.

- 10.23 The work must not cause any damage to the tenant's home or any other Council property (other than as approved as a necessary part of the work, in which case the damage must be made good when the work is finished). If it does so the tenant must pay for the repair of such damage.
- 10.24 The work must be done in such a way and at such times that it does not cause a nuisance, annoyance or disturbance to neighbours.
- 10.25 The work, once commenced, must be completed within a reasonable timescale.
- 10.26 The tenant must allow the Council to inspect the work during and/or after construction, and before carrying out any work must pay any inspection fee notified when the Council grants permission
- 10.27 The tenant must comply with any alterations or additions the Council specifies where it is reasonably necessary to ensure good building practice, avoid damage to Council property or ensure compliance with these conditions, whether they are specified before, during or after construction.
- 10.28 If works are not completed to the satisfaction of the Council, the Council may enter the tenant's home and carry out remedial works, at the tenant's cost.
- 10.29 Any works completed to the Council's satisfaction shall be left in place by the tenant even if they cease to occupy their home.
- 10.30 In the case of a long lease, the Council may specify conditions to ensure that the leaseholder will be responsible for maintenance and repair of any parts altered, improved or added.
- 10.31 **[All of this will doubtless be run past the repairs / maintenance department]**