

Alterations to Properties Policy

1. Purpose

To define what alterations are, how tenants can apply for permission to alter their property and how HOME in PLACE manages request for alterations.

2. Scope

This policy applies to all properties owned and managed by HOME in PLACE. For leasehold properties or properties managed on a fee for service arrangement, the approval of the property owner will be required. In these instances, HOME in PLACE will approach the owner to seek permission for any alteration.

This policy does not cover modifications for medical or disability purposes.

3. Policy Statement

HOME in PLACE acknowledges that tenants may want to make alterations to improve the property for themselves and family members.

An alteration occurs where a tenant changes, removes, replaces or makes an addition to an existing property. Existing property means the building itself, yard or boundary fences.

Tenants must seek permission from HOME in PLACE before carrying out any alterations to a property. The request must be in writing and include supporting documents, quotes, drawings and photographs. HOME in PLACE will not unreasonably without consent to make minor alterations and all applications will be assessed in a fair, transparent and timely manner.

Types of alterations

The *NSW Residential Tenancies Act 2010* does not define what a minor or major alteration is. The table below provides some examples of what HOME in PLACE considers minor or major alterations.

Minor alterations	Major alterations
Putting a reasonable number of picture hooks in the wall	Internal or external structural changes
Installing flyscreens that meet Australian standard	Air conditioners, heaters and other fixed appliances
Planting flower, shrubs or a border in the garden	Ducted air conditioning
Installing a telephone line	Security shutters

Minor alterations	Major alterations
	Build -in wardrobes or cupboards
	Carpet/floor tiles
	Painting internal & external
	Carports, awnings and garages
	Fences/paving
	Pergolas or gazebos
	Kitchen and bathroom renovations
	Rainwater tanks

HOME in PLACE will not grant permission for tenants to undertake the following alterations due to health and safety reasons:

- Install a swimming pool, spa or pond

Applying for an alteration

Before making any changes to a property a tenant must first get written permission from HOME in PLACE by submitting the Alterations to a Property Application form.

To assist HOME in PLACE to assess the application, tenants should provide as much information as they can about the proposed work including a full description of the alterations required including any quotes, drawing, photographs and the details of the proposed contractor.

Assessing applications

HOME in PLACE will assess each application fairly and in a timely manner. HOME in PLACE will use the information provided in the application and are considered in the context of the following:

- Tenant's acceptance of responsibility and conditions;
- Safety;
- The extent of the work required;
- Consistency of the alteration with the nature, classification and future use of the property;
- Compliance with HOME in PLACE Assets Standards and any statutory authorities (i.e. local councils); and
- Whether the contractor that will be engaged by the tenant has all relevant insurances and has provided relevant safe working method statements in accordance with current work health and safety requirements.

HOME in PLACE will also consider the following factors to ensure the proposed alteration:

- Matches the current design;
- Does not impact on any entry or exit;
- Does not impact on adjoining neighbours;
- Does not impact the structural integrity or asset standard of the property;
- Is consistent with the nature of the property; and
- Does not change the configuration of the property.

When a decision has been made, HOME in PLACE will advise the tenant in writing. This letter will include clear reasons for approval or decline of the request.

Conditions of approval

The following conditions apply and must be accepted by tenants:

- Submit a detailed written request for the alteration or addition and copies of any plans or drawings;
- Obtain and provide copies of all required approvals;
- Oversee the construction of the work and repair any damage to the property caused during the construction work;
- Ensure work is carried out in accordance with Protection of the Environment Operations Act 1997 and by qualified/licensed contractors (where required);
- Pay all costs associated with installing, maintaining and removing the alteration or addition;
- Notify HOME in PLACE when work is completed and submit copies of any certificates issued;
- Maintain the alteration or addition throughout the tenancy; and
- If requested, remove the alteration or addition at the end of the tenancy and make good any damage caused by the removal.

Tenant responsibilities

When HOME in PLACE approves an application for an alteration to property, the tenant:

- Is expected to pay the full costs for any alterations;
- Is responsible for repairing and maintaining any alterations;
- Must pay for all remedial work caused by negligence, poor workmanship or failure to complete an alteration, including the cost of rectifying any damage caused by any alteration;
- Is responsible for repairing any damage the alteration may cause;
- Must, if requested by HOME in PLACE, remove an alteration at their own expense and restore the property to its original condition at the end of the tenancy.

HOME in PLACE responsibilities

- Review applications for alterations in a timely manner;
- Inspect alterations on the property;
- Inspect removal of alterations at the end of the tenancy.

When a tenant moves out of a property

When a tenant moves of a property they have altered, HOME in PLACE may request them to remove any alterations. Tenants are responsible for the removal of the alteration and restoring the property to its original condition and rectifying any damage caused by the work. If a tenant fails to do this, HOME in PLACE will charge the tenant for any rectification work.

Unapproved alterations

An alteration without written permission is a breach of a tenant's Residential Tenancy Agreement. When an unapproved alteration is identified, HOME in PLACE will inspect the alteration and assess it against the assessment criteria at 5.1. If there are no problems with the alteration the tenant will apply for retrospective written approval, including any relevant Local Council approvals.

If HOME in PLACE has any concern about the quality, safety or amenity of the unapproved alterations, the tenant will be required to remove the alteration and make good any damage caused by the installation and/or removal of the alteration at their own cost. This must be completed within the specified timeframe and to HOME in PLACE standards. If the tenant refuses or the work is not undertaken to the appropriate standard, HOME in PLACE may take action in the NSW Civil & Administrative Tribunal (NCAT) for an order to remedy or to terminate the tenancy. HOME in PLACE may also undertake the work and on charge any cost to the tenant.

Review of Decisions

If a tenant's application to make an addition to a property is declined, the tenant should first discuss this with a Tenancy Relations Officer. If the tenant is still dissatisfied, they may seek a review of the decision or lodge an application with the NSW Civil & Administrative Tribunal (NCAT).

4. Responsibilities

All HOME in PLACE workers have an obligation to:

- familiarise themselves with and ensure they have a clear understanding of HOME in PLACE policies and procedures,
- observe and implement such policies, and associated procedures in delivering services to HOME in PLACE clients,
- inform HOME in PLACE's clients of the impact of this policy on them and assist them to understand their rights and obligations, as required,
- identify issues that require amendment to this policy document and complete the relevant documentation to propose any amendments, and
- report breaches of HOME in PLACE's policies or procedures.

The relevant Group Executive Manager is ultimately responsible to:

- ensure all stakeholders within their area of responsibility are informed about HOME in PLACE Policies and Procedures,
- ensure appropriate processes and controls are implemented to enable the correct application of and adherence to relevant policies and procedures, and
- ensure appropriate processes and controls are implemented to enable breaches of approved HOME in PLACE's Policy and Procedures to be reported and managed.

5. Implementation and Review

This policy is listed on HOME in PLACE's Controlled Documents Register and is a controlled document requiring approval of any changes. It may not be amended or shared outside HOME in PLACE without approval. The policy is reviewed regularly and published on HOME in PLACE's SharePoint intranet once approved. Employees receive communications and training on new and reviewed policies and procedures.

HOME in PLACE complies with relevant contractual compliance obligations and jurisdictional laws and regulations when implementing this policy. Confirmation of internal compliance with this policy is undertaken regularly.

It is the responsibility of HOME in PLACE Group Executive Services (GESAdmin@homeinplace.org) to maintain and update the HOME in PLACE's Master Policy Document, Policy Directory and the Policy Review Register, administer the review and approval process and inform and distribute new and amended policies and procedures once approved (refer PROC-011 Policy and Procedure Development Approval).

HOME in PLACE Workers should refer to [SharePoint Company Documents Policy and Procedure site](#) for the latest version which takes precedent over any uncontrolled version. If this document is printed, downloaded, or saved elsewhere from this site it becomes an uncontrolled version.

For further information contact the Responsible Officer listed under Document Information.

6. Resources and related documents

Related documents

- Application for Alteration Application Form
- Ending Tenancies Policy

Related legislation/standards

- Residential Tenancies Act 2010 (NSW)
- Residential Tenancies Regulations
- Housing Act 2001

7. Definitions

Please refer to HOME in PLACE Glossary of Definitions for Policies and Procedures. Terms and definitions identified below are specific to this policy and are critical to its effectiveness:

Term	Definition
Alteration	Activity undertaken by a tenant to change, remove, replace or add to an existing property
Appeals	<p>A Community housing appeal is defined as ‘any expression of dissatisfaction with a decision made by a social housing provider to provide or not provide a service (such as housing, transfer or priority on the housing register) or, a decision relating to a tenant or service user’s dissatisfaction of a decision made by the organisation.’</p> <p>An application for a decision to be reversed or overturned. Includes but is not limited to: • Allocation decisions; • Level of rent or rent subsidy; • Eligibility for a housing transfer; • Permission to undertake modifications; • Permission to keep pets; • Calculation of water charges;</p>
Compass	Compass Housing Services Co. Ltd. Trading as HOME in PLACE and includes its related body corporate (as defined by section 9 of the <i>Corporations Act 2001</i> (Cth)) and as a charity with the Australian Charities and Not-for-profit Commission (ACNC) .
Complainant	Person with a Complaint ongoing with HOME in PLACE.
Complaints	<p>An expression of dissatisfaction with an aspect of the services provided by [Organisation], where the complainant is unhappy with the standard or type of service.</p> <p>Types of Complaint include:</p> <ul style="list-style-type: none"> • Where HOME in PLACE have failed to provide or there has been a delay or problem in providing a service; • Where HOME in PLACE have failed to follow or have been unfair or inconsistent in applying our policies or procedures. • Where HOME in PLACE have failed to keep Tenants informed, through lack of or insufficient information • Where there has been inappropriate behaviour or attitude from a HOME in PLACE Employee or contractor.
Director	Has the same meaning as defined in the Corporations Act 2001 Part 1.2 Division 1 Section 9 Dictionary in Australia and as defined in the Companies Act 1992 Part 1 Section 2 Interpretation .
Employee	A person engaged under an employment agreement or award by any company in the HOME in PLACE Group.
Executive Manager	Many positions within HOME in PLACE include the title “Executive Manager”. Regardless of whether an Executive Manager heads a Business Unit, the delegated authority of each Executive Manager depends on the functions and reporting relationship of the Business Unit for which the Executive Manager is responsible. Executive Managers should refer to the document HOME in PLACE Organisational Chart in Terms of Levels of Delegated Authority for confirmation of the band of authority they hold.
HOME in PLACE	Compass Housing Services Co. Ltd. Trading as HOME in PLACE and includes its related body corporate (as defined by section 9 of the <i>Corporations Act 2001</i> (Cth)). This includes Compass Housing Services Co (Queensland) Ltd Trading as HOME in PLACE and Compass Housing Services Co (Victoria) Ltd Trading as HOME in PLACE both of which are a wholly owned subsidiary of Compass registered in Australia.

Term	Definition
HOME in PLACE (New Zealand)	HOME IN PLACE (NEW ZEALAND) LIMITED (formerly Compass Housing Services (NZ) Co Ltd) is registered in New Zealand under the Companies Act and as a charity registered with Charities NZ under the Charities Act
HOME in PLACE Group	The corporate structure that includes HOME in PLACE (as the Parent Company) and the boards of Subsidiary Companies, Governance Committees and advisory groups as created from time to time.
Independent contractor	means a party engaged directly by HOME in PLACE pursuant to a contract for services. In the context of workforce engagements, this includes sole traders, companies, or partnerships with whom HOME in PLACE enters into an agreement for the provision of specified individuals to supply specific skills, services, or consultancy arrangements. It does not include individuals engaged through labour hire agencies. Independent contractors are not employees of HOME in PLACE.
NSW Civil & Administrative Tribunal (NCAT)	An independent statutory body that resolves disputes including tenancy disputes. Orders made by the NCAT are enforceable
Officer	Has the same meaning as defined in the Corporations Act 2001 Part 1.2 Division 1 Section 9 Dictionary in Australia and as defined in the Companies Act 1992 Part 1 Section 2 Interpretation in New Zealand
Parent Board	The current directors of HOME in PLACE.
Parent Company	HOME in PLACE
Residential Tenancy Agreement	The written agreement between HOME in PLACE and the tenant
Stakeholder	person or organisation that can affect, be affected by, or perceive themselves to be affected by a decision or activity, may also be called 'interested party'.
Subsidiary Boards	The appointed board of directors of a Subsidiary Company.
Subsidiary Company	A company in which HOME in PLACE owns all or at least a majority of the shares.
Tenant	A person who signs the Residential Tenancy Agreement
User	any person or entity that use HOME in PLACE Information or ICT Assets.
Worker (HOME in PLACE)	has the same meaning as defined in the NSW Work Health and Safety Act 2011 No 10 Subdivision 2 Part 7 Meaning of 'worker' (1) A person is a worker if the person carries out work in any capacity for a person conducting a business or undertaking, including work as: <ul style="list-style-type: none"> • an employee, or • an independent contractor or subcontractor, or • an employee of a contractor or subcontractor, or • an employee of a labour hire company who has been assigned to work in the person's business or undertaking, or • an outworker, or • an apprentice or trainee, or • a student gaining work experience, or • a volunteer, or • a person of a prescribed class.

Term	Definition
Worker (HOME in PLACE QLD)	is 'a person who works under a contract and, in relation to the work, is an employee for the purpose of assessment for PAYG withholding under the Taxation Administration Act 1953 (Cwlth), schedule 1, part 2-5'. This applies to a person for whom PAYG tax instalments are required or would be required to be withheld by their employer.
Worker (HOME in PLACE VIC)	<p>A worker is defined as an individual:</p> <ul style="list-style-type: none"> • who <ul style="list-style-type: none"> – performs work for an employer or – agrees with an employer to perform work • at the employer's direction, instruction or request, whether under a contract of employment (whether express, implied, oral or in writing) or otherwise or • who is deemed to be a worker by the legislation.

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