
10.0. Appeals

- 10.1. If a tenant is dissatisfied with a condition set or a decision made by us, they **MUST** follow our published complaints procedure.
- 10.2. Residents can also appeal to the County Court (or the LVT in the case of leaseholders) if they feel that permission to make an improvement or alteration has been unreasonably withheld by us or the statutory improvement compensation offered is too low.* In determining whether permission has been unreasonably withheld, the County Court will have regard to the extent to which the improvement would be likely:
- To make the property, or any other premises less safe to occupiers
 - To cause us to incur expenditure which it would be unlikely to incur if the improvement were not made, or
 - To reduce the price that the property would realise if sold on the open market or the rent we would be able to charge on letting the property.

11.0. Unauthorised alterations or improvements

- 11.1. It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any improvement. If a resident carries out an improvement without obtaining written permission, we may grant retrospective permission subject to the resident making a written application within 28 days of being instructed to do so.
- 11.2. Further action may be taken if:
- The improvement has already been carried out and the tenant refuses to make an application
 - The tenant is refused permission on application and does not reinstate the property to its original condition
 - The quality of the workmanship or the materials used are below the required standard.
- 11.3. In these situations we may start legal action.

12.0. Legal action

- 12.1. If residents fail to comply with this policy we will take appropriate action including, but not limited to:
- Formal injunctive action
 - Ending a tenancy by applying to the courts or forfeiting of the lease
 - Ordering the removal of an improvement that is a breach of the tenancy or lease conditions
 - seeking damages and recharges for any costs incurred

* does not apply to leaseholders