



PLYMOUTH COMMUNITY HOMES Adaptation Policy

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Lead Directorate:	Homes Neighbourhoods and Regeneration
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1. Aims and objectives

The key objectives of this policy are to set out an approach to the provision of adaptations for Plymouth Community Homes' (PCH) customers that:

- Makes the best use of PCH housing stock to provide a portfolio of adapted properties which are assessed as being suitable for providing a long term, accessible and sustainable home for people with disabilities. (Referred to as our 'key objective' in the remainder of this policy).
- Recognises that many of our customers have or might acquire a disability that may affect their quality of life and ability to remain in their own home.
- Ensures PCH works in partnership with relevant local authorities - as the statutory agents for provision of adaptations - and other providers, to support those agencies in their provision of an adaptations service.
- Makes the best use of PCH's financial resources to optimise help for current and future customers.
- Provide an 'on demand' service for minor adaptations that enable the current customer to stay in their home.
- Delivers a customer focussed service to those who require adaptations.

2. Definitions

2.1 Customer

For the purpose of this policy, a customer is defined as a tenant or a household member permanently living in a PCH rented home.

PCH will not fund or contribute to adaptations for those living in PCH leasehold or shared ownership homes.

2.2 Definition of a 'person with a disability'

PCH adopts the definition set out in the Equality Act 2010, which states that:

'A person has a disability if:

- They have a physical or mental impairment.
- The impairment has a substantial and long term adverse effect on their ability to perform normal day to day activities.

For the purpose of the Act, these words have the following meanings:

- 'Substantial' means more than minor or trivial.
- 'Long term' means that the effect of the impairment has lasted or is likely to last for at least 12 months (there are special rules covering recurring or fluctuating conditions).
- 'Normal day to day activities' include everyday things like eating, washing, walking and going shopping'.

3. Policy statement

- PCH will proactively identify and work to provide a portfolio of properties which are assessed as being suitable for providing a long term, accessible and sustainable home for people with disabilities (our 'key objective').
- PCH recognises that local authorities are the statutory providers of disabled adaptations. We will therefore not fund adaptations which are the responsibility of the relevant local authority. (This is with the exception below regarding Plymouth City Council). Local authorities discharge their duty for adaptations through Disabled Facilities Grant (DFG) funding. PCH recognises that a local authority may wish to carry out a DFG funded adaptation in a PCH home. PCH will agree only if the adaptation meets our 'key objective', and all such adaptations must be approved in writing by PCH in advance.
- PCH will support customers living in our properties to understand their options for the provision of adaptations, including, where appropriate, the option of applying to the relevant local authority for DFG.
- Whilst PCH recognises that local authorities are the statutory providers of disabled adaptations, we will also set aside an annual budget to support the provision of adaptations and adapted properties in the following circumstances:

i. For void properties:

- If a property identified as meeting our 'key objective' becomes void, we may elect to adapt it whilst void, so that it can be advertised and let as an adapted property. If a void property meeting this objective has previously been partly adapted, we may elect to carry out further works to adapt it fully.
- If a prospective tenant requires a DFG funded adaptation in order to move into the property, we will agree only if the adaptation meets our 'key objective'. We will also agree only if the DFG funding has been approved, and this has been evidenced, and the work can be completed within an agreed timescale. Any PCH funding would be subject to the provisions set out in this policy, namely that we would not fund such adaptations unless covered by the transfer agreement arrangement between PCH and Plymouth City Council detailed in iii below.
- If a prospective tenant requires a minor adaptation up to the value of £1,000, such as a hand or grab rail, we may agree to provide the adaptation so that the applicant can move into the property.

ii. For existing customers:

- Where an existing customer requires a local authority funded DFG adaptation in order to stay in their home, we will agree only if the adaptation meets our 'key objective' for that customer and for future customers living in that home. All such adaptations must be approved in writing by PCH in advance.
- Where an existing customer requires a minor adaptation up to the value of £1,000 PCH may fund such an adaptation if this enables them to stay in their home.
- Where a customer lives in a PCH home that is not suitable for their needs and is not suitable for adaptation within the terms of this policy, PCH will assist the tenant (as the household member who holds the tenancy with us) to consider options available to them and their household to move to a more suitable property, whether via Devon Home Choice (or equivalent in local authorities outside this) or directly within PCH stock. Assistance may include:
 - Agreeing to a direct match to another PCH property.
 - Giving preference for PCH vacancies before they are advertised externally to other applicants.
 - Providing help with bidding for a new home or assisting with accessing or funding removal and disturbance costs. Approval for any PCH funding for such costs is at PCH's discretion.

iii. Stock transfer agreement between PCH and Plymouth City Council (PCC):

- Where PCC propose to provide a DFG funded adaptation in a PCH property - whether for an existing customer or a prospective customer - and the property meets PCH's 'key objective', PCH may contribute up to £5,000 towards the adaptation, in accordance with the transfer agreement between PCH and PCC.

All such adaptations must be approved in writing by PCH in advance. All such adaptations will also be subject to PCH having sufficient budget remaining in the relevant year, and to the customer meeting and adhering to the terms for receiving the DFG.

Where a means test has identified that the customer has the means to contribute to the cost of the adaptation themselves, PCH will not cover the contribution identified as being the customer's responsibility. Where the customer is required to make a contribution, this will be the first source of funding. The second source of funding will be PCH's contribution of up to £5,000.

- PCH will fund or agree to adaptations only where the adaptation meets our 'key objective'. We will therefore not generally fund or agree to adaptations in circumstances including, but not limited to:
 - In homes where access depends on climbing more than three steps.
 - In homes where residents have to evacuate using stairs in the event of a fire.
 - Adaptations which compromise safety of the customer or other customers in any way.
 - Equipment designed around a specific resident, and which would not be useable by a range of future customers.
 - Adaptations which would fall outside PCH's policies, such as our Alterations to Homes Policy.

Whilst we may agree to the following adaptations if they meet our key objective, we would not generally fund adaptations for:

- Equipment which is removable when no longer required, such as stairlifts and hoists.
- PCH will own, maintain, repair and insure adaptations in the following circumstances:
 - Equipment such as stairlifts, hoists, through floor lifts or external lifts that were fully or part funded by PCH and were installed before 1 April 2020 (unless a separate arrangement has been agreed in writing).
 - Adaptations carried out to PCH property that were DFG funded and relate to non-removable structural work, such as level access or widening of doors.
- PCH will maintain, repair and insure adaptations in the following circumstances:
 - DFG funded equipment such as a stairlifts, hoists, through floor lift or external lifts where the adaptation was installed at any date on or after 1 April 2020, whether PCH has contributed funding or not. PCH will take responsibility for maintenance, repair and insurance only where the required signed agreement is in place. The signed agreement must be in place for the tenant occupying the property at the time – whether they are the original tenant for whom the adaptation was installed, or a subsequent occupier.

Where PCH is responsible for the maintenance, repair and insurance of any adaptations, these costs will be service chargeable to the tenant.

- PCH holds no responsibility for the maintenance, repair or insurance of adaptation in the follow circumstances:
 - Where an occupant of the property has installed and funded the adaptation themselves.

Where a property becomes void that contains such an adaptation, PCH will agree arrangements for ownership with the outgoing tenant, and agree whether the adaptation is to be removed and removal recharged or whether it is to be left in the property and gifted to PCH.

PCH will then agree arrangements for ownership and responsibility for maintenance, repair and insurance with the next incoming tenant.

- Generally there will be no rent increase as a result of carrying out an adaptation. However, there may be exceptional circumstances where a higher rent would result. This would usually be where the adaptation involves building a substantial extension as this would significantly increase the size of the property or capital value. PCH will take account of any requirement for increased rent when considering approval of such adaptations.

4. Eligibility and decision process

For existing customers to be eligible for an adaptation, the person who has the disability must be either the tenant or a member of their household who lives permanently at the same address.

The decision to provide PCH funded adaptations up to £1,000 will be made by the Electrical and Asbestos Manager (or equivalent).

Eligibility for DFG funded local authority adaptations will be dealt with by the local authority providing the adaptation.

The decision to approve a PCH contribution to a PCC DFG funded adaptation, where the total cost of the adaptation is up to £5,000, will be made by the Electrical and Asbestos Manager (or equivalent).

Where the total cost of a PCC DFG funded adaptation is over £5,000, and PCH proposes to contribute £5,000 to the costs of the work, the proposal will be presented to PCH's adaptation panel, which comprises at least two Heads of Service in the Homes, Neighbourhoods and Regeneration Management Team, and must be signed off by one of these Heads of Service.

5. Letting our homes

Where properties are adapted or have level access, we will advertise those homes with additional preference for households with those needs.

When a significantly adapted home is let, we will include a clause in the tenancy agreement stating that the tenant may be required to move should the household's need for adaptations change.

Where an adaptation is carried out to an existing tenant's home which is high cost, extensive or complex, we will seek to vary the terms of the tenancy agreement as a condition of the adaptation proceeding. The variation will state that the tenant may be required to move should their circumstances change and the adapted home is no longer required by the tenant or a permanent member of their household. Where a tenant is required to move, PCH will provide assistance with rehousing.

6. Property

6.1 Property records

PCH will retain an up-to-date record of properties where adaptations have been carried out. We will also maintain a record of properties which may be suitable for adaptation. PCH will use this information to assist with meeting the objectives set out in this policy.

6.2 Programmed and reactive work

Where PCH is carrying out programmed or reactive works, we will endeavour to take account of adaptations already in place. Any disability equipment currently used by the customer should continue to be able to be used if necessary following the works. Examples include ensuring that a raised toilet seat will fit the new toilet and that baths are not replaced with baths that are more difficult to use or where equipment does not fit.

6.3 PCH owned equipment removed from void properties

Wherever possible we will recycle unwanted and life-expired equipment. We will identify and support local recycling projects.

6.4 Permission for tenants installing adaptations

We will consider requests from tenants who wish to install and fund their own adaptations. Before approving any such request, PCH will wish to satisfy itself that that the proposed works are suitable to be carried out in a PCH property, and also that they meet the provisions set out in our Alteration to Homes Policy. Where PCH is happy to approve the request, we will give permission in writing. PCH approval must be in place before any such adaptation work is started. PCH will not carry out maintenance, servicing or repairs to adaptations carried out by the tenant under this provision.

7. Promoting the service

PCH will publish information about the options available for adaptations and make this available in a range of formats.

8. Legislation and regulatory requirements

PCH will comply with legislation and regulatory requirements relevant to the Adaptation Policy.

9. Procedures

This policy is supported by an adaptation procedure, which sets out how PCH will operate the provisions of this policy.

10. Equality and diversity

PCH will apply this policy consistently and fairly, and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equalities Act 2010.

PCH will make this policy available in other languages and formats on request.
We will carry out an equality impact assessment on this policy, in line with our corporate procedure.

11. Monitoring and review

We will monitor this policy to ensure it meets good practice and current legislation and will review it in accordance with our review timetable for all policies.