



# **Aids and Adaptations Policy**

**2024 -2027**

## AIDS AND ADAPTATIONS POLICY

|   |  |
|---|--|
| <b>Adopted / Last Reviewed:</b>                     | May 2024   |
| <b>Review Period:</b>                               | 3 Years  |
| <b>Next Review:</b>                                 | May 2027   |
| <b>Contact Officer:</b>                             | Danny Wyer - Interim Corporate Head of Property  |
| <b>Policy Version:</b>                              | 1 <sup>st</sup> Version  |
| <b>Version Reviewed &amp; Approved by:</b>          | Corporate Management Team - 16 May 2024<br>Executive Leadership Team – 03 July 2024  |
| <b>Policy Links:</b>                                | Repairs and Maintenance Policy<br>Succession Policy<br>Lettings Policy<br>Rent and Service Charge Policy<br>Mutual Exchange Policy<br>Equality and Diversity Policy<br>Asset Management Strategy<br>Fire Safety Policy<br>Mobility Scooter Policy<br>Safeguarding and Vulnerable Adults Policy |
| <b>Strategic priority that this policy supports</b> | Excellent Services for customers   |

**Brief Policy Summary:**

The Policy describes what Lincolnshire Housing Partnership will do to facilitate the customers accessing the adaptations they require to live independently.

**Key Points**

- LHP will carry out minor adaptations free of charge to older and/or vulnerable customers and will take on the future maintenance responsibility.
- LHP will not carry out major adaptations, these will be referred to the Local Authority Disabled Facilities Grant (DFG) Scheme. If needed, we will support the local Authority to complete major adaptations when required.
- Recommendations from Person Centred Risk Assessments will be treated as an Aids and Adaptation request.
- LHP will work with the Local Authority and Social Services teams to ensure that adaptation budgets are maximised, and works are delivered efficiently and effectively.
- LHP will record where adaptations are installed.
- LHP will not maintain equipment installed for customers through the DFG scheme, the maintenance obligation will remain with the customer.
- LHP will not be responsible for subscriptions of fees associated with monitoring of alarms or sensors.
- LHP will inform the customer of their ongoing maintenance responsibilities when permission for adaptation is granted and the likely costs of these.
- LHP will take responsibility for permanent alterations to the structural elements of the building and equipment that is left in the property at the point of letting.
- Where adaptations vary the number of bedrooms LHP will apply the maximum rent variations mid tenancy as described in the rent setting regulatory guidance and rebase the rent charge at the next void opportunity. The current maximum variation in rent increase is CPI + 1% and so it may take several years to achieve the revised target rent for the adapted property.
- LHP will provide alternative housing to customers who succeed a tenancy in an adapted property if they have no need for the adaptations and the type of adapted property is in demand or cannot be removed.
- LHP may refuse Mutual exchanges where a customer has no need of adaptations within the house they are proposing to move to.

## **Contents**

- 1. Policy Statement**
- 2. Scope**
- 3. Delivery of Aids and Adaptations**
- 4. Reason for the Refusal of Adaptation Requests**
- 5. Completed Aids and Adaptations**
- 6. Impact on Rent Charges**
- 7. Maintenance Obligations**
- 8. Replacement of Adaptations**
- 9. Mutual Exchanges**
- 10. Re-providing an Adapted Property**
- 11. Legislation**
- 12. Monitoring and Reviews**

## **Appendices**

### **Appendix 1 – Equality Impact Assessment**

## **1. Policy Statement**

- 1.1 Lincolnshire Housing Partnership is committed to providing a high-quality aids and adaptations service to enable disabled customers of the association to live safely and more independently within their homes, through efficient management of resources and funding.

## **2. Scope**

- 2.1 This policy applies to all permanent customers of Lincolnshire Housing Partnership who hold the following tenancy types: Assured, Assured Shorthold or Starter Tenancy.

## **3. Delivery of Aids and Adaptations**

- 3.1 The delivery of aids and adaptations within Lincolnshire Housing Partnership's homes will fall into one of two categories that are both subject to availability and funding from the relevant sources:

### **3.2 MINOR AIDS AND ADAPTATIONS**

Aids and adaptations with a gross cost of £1,000 or less which are typically small scale non-permanent alterations such as, but not limited to:

- a) Installation of lever taps
- b) Installation of internal and external grab rails
- c) Installation of half steps
- d) Widening of short sections of pathway
- e) Equipment for the visually or hearing impaired such as strobing smoke detectors
- f) Installation of additional sockets or re-positioning existing sockets

- 3.3 These will be funded through the association's own Repairs and Maintenance budget up to £1,000.

- 3.4 Requests for minor adaptations can be made directly by the customer to Lincolnshire Housing Partnership and where the age criteria (65 and over) or the presence of a disability is satisfied, the minor adaptation will be processed.

- 3.5 Lincolnshire Housing Partnership will aim to ensure that minor adaptations are completed in accordance with the timescales for a Routine Repair (i.e. 20 days).

### **3.6 MAJOR ADAPTATIONS**

Adaptations with a gross cost of over £1,000 which will tend to be permanent alterations to the facilities or structure of the property such as, but not limited to:

- a) Installation of over bath showers, level access showers or wet rooms
- b) Installation of ramped access to dwellings

- c) Installation of stairlifts or through floor lifts
  - d) Installation of hoists or other lifting equipment
  - e) Installation of adapted kitchens.
  - f) Construction of extensions comprising additional bedrooms or bathrooms.
- 3.6.a Any significant structural changes to the building, such as extensions that could affect long term viability of family accommodation. Will need to be signed off by Head of Assets and Housing.
- 3.7 These types of adaptations will be funded and carried out by the relevant Local Authority through the statutory Disabled Facility Grants (DFG) scheme. Lincolnshire Housing Partnership will ensure that all persons making requests for major adaptations are sign posted to the relevant Social Services Occupational Therapist (OT) department to begin the process which will start with a formal assessment.
- 3.8 Major adaptations funded by the Local Authority are subject to means testing and therefore depending on circumstances customers may be required to contribute to the cost.
- 3.9 Lincolnshire Housing Partnership will not unreasonably withhold permission for the Local Authority to carry out major adaptation. However, there are some specific grounds where this may be the case which are detailed in section 4.
- 3.10 Where the estimated costs of the adaptations are borderline between minor and major, Lincolnshire Housing Partnership will consider each case on its merits taking into account the vulnerability of the household. A panel comprising the Head of Asset Management, Head of Housing and Head of Lettings will consider the case and conclude the decision. Any appeals against decisions made will follow the organisation's Complaints Policy and Procedure.
- 3.11 Where the customer requires more than one adaptation the gross costs of the entire works package will be considered, not the costs in part. For example, a customer requires 5 internal doors widening at a cost of £300 each. The gross cost would be £1,500.
- 3.12 Where there is an urgent requirement for an element of the works to be complete which in isolation would fall under the definition of a minor adaptation it will be considered in consultation with the Occupational Therapist.
- 3.13 Where Lincolnshire Housing Partnership receives a request to undertake adaptation work from a Local Authority, we will aim to give a reply within 5 working days.

3.14 Recommendations arising from the completion of a Person Centred Risk Assessment (PCRA) will be considered as an aids and adaptation request as they are borne specifically as a result of an individual's disability and will follow the same process outlined in this policy, i.e. an additional detector would be considered as a minor adaptation whereas a sprinkler system would be considered as a major adaptation.

#### **4. Reasons for the Refusal of Adaptation Requests**

4.1 Lincolnshire Housing Partnership will not unreasonably withhold permission for the Local Authority to undertake adaptation work on a customer's behalf however, there are circumstances where refusal is deemed reasonable and these are:

- a) when the customer's circumstances are of a complex nature and/or the proposed adaptations may have a very significant impact on the property itself and there is a possibility of more suitable accommodation being available for the customer.
- b) where the effect of the adaptation works will be detrimental to the ability to re-let the property.
- c) where the adaptation works are detrimental to the value of the property.
- d) Where the adaptation work will decrease the size of the property.
- e) where the adaptation work will create an excessive future maintenance liability.
- f) where the property is under-occupied by two bedrooms or more. In these circumstances Lincolnshire Housing Partnership will look to move customers to a more suitable property. Couples who need separate bedrooms for medical reasons will not be adversely affected by this rule and Lincolnshire Housing Partnership will seek advice from medical professionals in such cases.

#### **5. Completed Aids and Adaptations**

5.1 All aids and adaptations work completed in a property will be recorded as part of the property details in the Housing Management System. Wherever practical, this information will be used to ensure that any future allocations are made to applicants requiring such adaptations.

5.2 If a Local Authority wished to develop a Disabled Housing Register, either locally or sub-regionally, to facilitate the matching of disabled customers with properties suitably adapted for their needs, Lincolnshire Housing Partnership will work with them to do so.

5.3 Information on the needs and requirements of disabled applicants will also be utilised to inform any subsequent development programmes.

## **6. Impact on Rent Charges**

- 6.1 Where the proposed major adaptations create a larger or smaller property through the addition or conversion of a bedroom it would be eligible for a variation to the rent charge. Lincolnshire Housing Partnership will inform the customer of its intention to charge the maximum applicable rent increase or decrease to the property as described by the rent setting regulations, until such point that it aligns with properties of the same size. This will be the maximum rent variation allowed by the rent setting regulations (this is currently CPI + 1%) and so it may take several years to achieve the target rent for the adapted property.
- 6.2 Should the property become void before the rent reaches its new target level then the opportunity to rebase the rent charge will be taken before the property is relet.

## **7. Maintenance Obligations**

- 7.1 For the purposes of this policy the term 'maintenance' means the servicing, inspection, testing and repair that is necessary to keep the equipment in a good, safe state of repair and compliant with legislative requirements.
- 7.2 Lincolnshire Housing Partnership will be responsible for the maintenance of minor adaptations.
- 7.3 Lincolnshire Housing Partnership will not be responsible for any subscriptions or costs associated with the monitoring of, or response to alarms, these will remain the customer's responsibility.
- 7.4 As a general principle Lincolnshire Housing Partnership will not be responsible for the on-going maintenance of equipment that has been installed as part of a Disabled Facilities Grant, over and above what it would usually expect to maintain during the course of the tenancy, for example the thorough inspection and servicing of domestic lifting equipment, clos-o-mat WC's, shower pumps, and replacement screens in dwellings where our normal specification for a shower would not call for this item to be fitted.
- 7.5 LHP will not be responsible for the maintenance of any equipment during the warranty period for equipment installed under a Disabled Facilities Grant.
- 7.6 At the expiration of the warranty period the customer will become responsible for the on-going maintenance, testing, inspection and servicing of the equipment.
- 7.7 Lincolnshire Housing Partnership generally as a rule ensure that any equipment is removed from void properties before letting. However,



there may be circumstances where the decision is made to retain equipment and in this case Lincolnshire Housing Partnership will take responsibility for the on-going maintenance of the equipment and its later replacement. When this equipment reaches the end of its warranty period LHP will remove the equipment.

- 7.8 When permission for the major adaptations is granted the customer will be informed in writing of their on-going maintenance responsibilities and where practical the approximate costs of servicing at that point in time.
- 7.9 Where the major adaptation incorporates an extension to the structure of the building, Lincolnshire Housing Partnership will accept responsibility for the future maintenance of the structure and standard fittings i.e. walls, floors, roofs, windows, doors, above underground drainage heating distribution system, fixed wiring, standard sanitaryware. This does not include any pumps for waste water discharge, lifting equipment, clos-o-mat toilets, floor coverings, etc and is subject to the provision of all legislative completion documentation and certification from the Local Authority such as but not limited to:
- a) Planning permission
  - b) Building Regulations completion certificate
  - c) Electrical Inspection Reports
  - d) Fensa Certification
  - e) Landlord Gas Safety Record
  - f) Asbestos Survey and Removal documentation

## **8. Replacement of Adaptations**

- 8.1 Lincolnshire Housing Partnership will be responsible for the replacement of minor adaptations where the customer has a need for the adaptation.
- 8.2 Lincolnshire Housing Partnership will not be responsible for the replacement of major adaptations at the end of their useful, economic life. Customers will be signposted to the Disabled Facilities grant scheme as a re-assessment of need will be required by the OT as circumstances and need could have changed over the period of installation.

## **9. Mutual Exchanges**

- 9.1 Where the terms of the tenancy agreement(s) provide that consent to an exchange can only be withheld if one or more of the grounds for "Withholding consent to Assignment By way of Exchange", as set out in Schedule 3 of the Housing Act 1985 (as amended) is / are applicable. Lincolnshire Housing Partnership will refuse an exchange under ground c) shown below:
- a) Where possession proceedings have started, a notice seeking possession has been served, or a possession order is in force (including suspended or postponed orders)
  - b) Where the exchange would result in under or over-occupation

- c) Where the accommodation is reserved for people with special needs, such as housing for the elderly or an adapted property designed for a physically disabled person. and the tenant does not have these needs

## **10. Re-providing an Adapted Property**

- 10.1 If there is a statutory or contractual succession to someone who is not the Spouse of the tenant who has died and the Company determines that the property has special features which make it suitable for a person with disabilities and the person succeeding does not need them; then they will be asked to seek suitable alternative accommodation and will receive priority on the Housing Register to facilitate this in accordance with the Succession Policy.

## **11. Legislation**

- 11.1 'Delivering Housing Adaptations for Disabled People: A Detailed Guide to Related Legislation, Guidance and Good Practice' Issued by The Home Adaptations Consortium 2013.
- 11.2 Equality Act 2010 (Section 36(1)(a), Paragraph 2, Schedule 4, and Section 190)
- 11.3 The Chronically Sick and Disabled Persons Act 1970 (sections 1 and 2)
- 11.4 The Housing Grants Construction and Regeneration Act 1996 (Section 23)
- 11.5 Local Authority Allocation Schemes
- 11.6 For adults in the Care Act 2014; and for children in Part 3 of the Children Act 1989, as well as section 2 of the Chronically Sick and Disabled Person's Act 1970.

## **12. Monitoring and Reviews**

- 12.1 In order to monitor the quality of the overall service, we will periodically ask customers who have benefited from the aids and adaptations service to complete a satisfaction survey.
- 12.2 The Head of Repairs & Maintenance is responsible for delivering and monitoring the volume and expenditure for minor adaptations.
- 12.3 The Head of Asset Management is responsible for reviewing the policy, the granting of permissions for major adaptations and the recording of adaptations in the Housing Management System.

- 12.4 The Head of Lettings is responsible for discussing housing options with customers where adaptations are not deemed suitable for the current property.
- 12.5 The Head of Housing is responsible for monitoring the mutual exchange and succession of adapted properties.

## Equality Impact Assessment

### Aids & Adaptations Policy

The Policy describes how Lincolnshire Housing Partnership is committed to providing a high-quality aids and adaptations service to enable disabled customers of the association to live safely and more independently within their homes, through efficient management of resources and funding

|                      |                   |              |                |
|----------------------|-------------------|--------------|----------------|
| <b>Completed By:</b> | <b>Danny Wyer</b> | <b>Date:</b> | <b>21.6.24</b> |
|----------------------|-------------------|--------------|----------------|

### STAGE 1 SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e., on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e., have no effect either positive or negative).

**Q 1. Who will benefit from this initiative? Is there likely to be a positive impact on specific groups/communities (whether they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

This policy will benefit all customers and future customers of Lincolnshire Housing Partnership and will be particularly relevant to older groups and groups with a disability or impairment.

**Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative? If so, who may be affected and why: Or is it clear at this stage that it will be equality ‘neutral’? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

No single group will be adversely affected by this policy and its implementation. The policy aims to ensure that all customers are able to live independently in their homes

**Q 3. Is there sufficient data on the target beneficiary groups/communities? Are any of these groups under or overrepresented? Do they have access to the same resources? What are your sources of data and are there any gaps? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

Information on customers and applicant’s families from tenancy profiling and the data held on database.

**Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements/plan to ensure that they promote equality and diversity. Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality Religion/Faith/Belief, Sexuality**

This is an internal policy, and we are responsible for its implementation and staff receive training on equality, diversity and inclusion.

**Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance? If not, will there be monitoring and review to assess the level of impact over a period of time? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

We do not perceive any negative impact that would warrant a full EIA. Should any negative impact be highlighted through implementation, the policy and EIA will be reviewed.

**Q 6. To be completed at six monthly review** Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data.  
*Please consider all aspect of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Reviewed via complaints and customer feedback.