

Aids and Adaptions Policy

March 2019

1 Policy statement

- 1.1 Rooftop Housing Group (RHG) understands the diversity of its customers and the importance of meeting different needs to promote sustainable communities. Aids and adaptions can help customers with disabilities live safety and independently in their homes. The policy is designed to ensure that RHG takes appropriate action when customers require aids and adaptions.
- 1.2 RHG endeavours to assist customers with disabilities to continue to live independently in their own homes by means of adaptations or equipment, wherever this is feasible and cost effective to do so. In undertaking this role, we also have a responsibility to make the best possible use of our existing housing stock, including adapted properties.
- 1.3 Through efficient management of resources and funding, RHG is committed to providing a high-quality aids and adaptations service to enable disabled residents to live safely and more independently within their homes.

2 Statutory and Regulatory context

- 2.1 This policy will comply with statutory, regulatory and legal requirements including but not limited to the following:
 - 2.1.1 The Chronically Sick and Disabled Persons Act 1970 (sections 1 and 2). This places a duty on Social Services to assist disabled persons in obtaining suitable adaptations within their homes.
 - 2.1.2 Section 23 of the Housing Grants Construction and Regeneration Act 1996. Provides for the Disabled Facilities Grants (DFG) administered by Local Authorities. This is mandatory for certain adaptations and means tested. Customers may also be required to contribute to the cost of the works irrespective of value (subject to a test of financial resources). Authorities also have powers to make discretionary grants.
 - 2.1.3 RHG recognises its legal obligation to provide reasonable adjustments as specified by the Equalities Act 2010 and other relevant legislation. The Equality Act 2010 provides a definition of a disabled person for the purpose of this policy. It requires service providers to make 'reasonable adjustments' to services without which it would be impossible or unreasonably difficult for a disabled person to use the service/accommodation. Whilst this legislation refers to public spaces and does not govern the inside of a customer's home, RHG will work towards ensuring both public and private spaces are accessible for all our customers.
- 2.2 The Home Standard published in 2012 states that registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work, work on

empty properties, and adaptations. It goes on to say, “Registered Providers shall co-operate with relevant organisations to provide an adaptations service that meets tenants’ needs”.

3 Policy outline

- 3.1 This policy applies if the disabled person is the customer, their partner, or a member of the immediate family, who is permanently resident in RHG social housing properties who require aids and adaptations within their home.
- 3.2 The key objectives of the Aids and Adaptations policy are:
 - 3.2.1 To ensure that the needs of customers with disabilities are prioritised and met accordingly, subject to the provision of available funding.
 - 3.2.2 To set out the criteria by which RHG will assess all requests for adaptation work and identify any limitations to the service.
 - 3.2.3 To maximise all local authority grants and other available resources for adaptations, having high regard for value for money at all times.
 - 3.2.4 To reconcile the expectations of customers who require adaptations with RHG duty to manage its housing stock effectively through the Asset Management strategy.
 - 3.2.5 To ensure there are clear channels of communication and established joint working practices with our partners from the local authorities in the areas we operate.
 - 3.2.6 To comply with legal and statutory requirements in relation to the provision of disabled adaptations.
 - 3.2.7 To comply with good practice guidance, including the Government’s ‘Delivering Housing Adaptations for Disabled People: A Good Practice Guide’ and where appropriate consult with relevant bodies such as the Disability Rights Commission.

4 Definitions

- 4.1 For the purpose of this policy, the following definitions will apply:
 - 4.1.1 Using the social model of disability, an adaptation is a modification to a disabling environment in order to restore or enable independent living, privacy, confidence and dignity for individuals and their families – providing an individualised solution to the problems of people experiencing a disabling environment.
 - 4.1.2 Adaptations are split into two categories – minor funded by RHG and major funded via Disabled Facilities Grant (DFG). These distinctions are based on the nature of the work required in order to implement the adaptation and do not correspond to the impact the adaptation will have on the individual requiring such work. It is understood that both minor and major adaptation work can impact significantly on an individual’s quality of life.
- 4.2 Any proposed adaption will be considered in the whole and we will not consider applications that are broken down into separate jobs to meet the minor criteria within a five-year period.
- 4.3 Below are examples of the types of work categorised as either minor or major:

1. Minor adaptation (typically under £1000) include the provision of basic ramps, handrails, grab rails, over bath showers, lever taps, safety assistive technology (for example, pillow alarms for customers with hearing difficulties).
 2. Major adaptations (Over £1000 but capped at £30,000) require more extensive and complex work and include the installation of stair lifts and showers; bathroom and kitchen conversions; access alternations.
- 4.4 The Equality Act 2010 defines a disabled person as:
‘Someone with a physical or mental impairment which has a substantial and long-term adverse effect on his/her ability to carry out normal day to day activities.’ This adverse effect is both substantial and long term.
- 4.5 All aids and adaptations work undertaken by RHG will only be carried out as a result of an assessment by the Occupational Therapist (OT) to determine eligibility. If the customer does not have an OT, they will be advised to contact their GP or Local Authority, as an assessment of their disability is required.
- 4.6 RHG will work with all agencies involved to ensure timely and accurate information is communicated to customers.
- 4.7 The OT’s assessment will determine the urgency of the adaptation work required. Whilst guided by this, RHG will also work to ensure a balance between both priority need and time spent on the waiting list.
- 4.8 In circumstances where the recommended adaptations exceed £30,000, the case would have to be referred to a panel comprising Rooftop and local authority representatives. In exceptional circumstances top up funding may be considered where an adaptation will cost more than the maximum £30,000 under the DFG. Each case will require a recommendation from an Occupational Therapist, evidence that other long-term options have been considered and other funding options explored.

5 Minor aids and adaptations

- 5.1 Aids and adaptations costing £1000 or less will be funded by RHG’s own annual aids and adaptations budget. RHG will aim to ensure that minor works are completed within 4 weeks from receipt of an OT’s recommendations.

6 Major aids and adaptations

- 6.1 Adaptations costing over £1000 are funded through the DFG, where the person meets the qualifying criteria of the local authority. As major adaptations vary within terms of the extent of the work required and the possible need for planning permission and/or building regulation approval, it is not possible to give specific timescales.
- 6.2 In certain circumstances where the adaptation requested does not meet the criteria of the DFG, for example car hardstanding, the case will be considered by the Housing and Communities Director on a case by case basis.
- 6.3 Some customers in need of adaptations may also be eligible to apply for other sources of funding, for example ex-forces personnel. RHG will ensure that customers are signposted to the appropriate governing bodies. Due to

budgetary constraints, under normal circumstances, the amount of spend per property for aids and adaptations will not exceed £1000.

- 6.4 The spending limit of £1000 also applies where customers are entitled to full DFG.

7 Tenant contribution

- 7.1 The DFG is a means tested grant and therefore some customers may be required to contribute towards the adaptations work.
- 7.2 The Repairs Manager is responsible for the aids and adaptations budget.
- 7.3 Performance against budget and target timescales will be reported to the Management Board on a quarterly basis.

8 Approval

- 8.1 All adaptation work requires approval by RHG. With major adaptation work RHG should be approached by the organisation completing the adaptation for permission. Where a customer wants to complete the adaptation work privately, they will need to request permission in writing. This is to be addressed to the Repairs Manager.

9 Qualifying Conditions

- 9.1 Any adaptation work recommended must be both necessary and appropriate to meet the needs of the person and reasonable and practicable in relation to the property.
- 9.2 Adaptations would not be provided:
- 9.2.1 Where an alternative solution is appropriate, for example using existing facilities or equipment.
 - 9.2.2 Where the property will not meet the long-term needs of the applicant.
 - 9.2.3 Where there is a request to provide additional living space, but a suitable property is available in the locality.
 - 9.2.4 Where it is not suitable to adapt a property due to its age, condition, layout or structural/architectural characteristics.
 - 9.2.5 Under occupancy, where a single person or a couple are occupying a family house with more bedrooms than are needed.
 - 9.2.6 Where competing needs of family members cannot be met in a property.
 - 9.2.7 Where ramping a property would adversely affect the amenity for other customer.
 - 9.2.8 Where RHG is taking legal proceedings against a customer or they owe RHG money, for example, rent arrears.
- 9.3 In exceptional circumstances where the customer's needs are complex or where the proposed adaptations will have significant impact on the property, a feasibility assessment by the occupational therapist and RHG is required.
- 9.4 If the customer's request for an adaptation can be reasonably satisfied through transferring to a property that is already adapted or is more suitable for adaptation, this option should be offered and discussed with the customer.
- 9.5 Assistance with the transfer process will be offered to the customer whose current home is unsuitable for major adaptations and where the

circumstances may threaten the safety of the customer to remain in the property.

9.6 **Property and Tenure**

9.6.1.1 Adaptations will not be carried out in any property which:

9.6.2 Has a Right to Buy where an application has been made.

9.6.3 Has a Right to Acquire Application with a live status.

9.6.4 Is a property managed for others (unless the funding is through a DFG and the property owner's approval has been obtained).

9.6.5 Is a short life leased property.

9.7 Or where the tenure is:

9.7.1 Leasehold

9.7.2 Shared ownership

9.7.3 Outright sale

9.8 Those customers who wish to obtain aids and adaptations will be given advice about which organisations to contact on request.

9.9 **Rent, maintenance and insurance**

9.9.1.1 The rent of the property may be reviewed following an adaptation, if the works completed have resulted in an additional bedroom at the property.

9.9.1.2 Where adaptations require a maintenance contract to be taken out to maintain/service equipment installed. After the manufacturer's 12 months defects period has expired the customer will be responsible for ensuring that the equipment is maintained and serviced in accordance with the manufacturer's recommendations. Prior to installation the customer will agree in writing to be responsible for ensuring any necessary tests are carried out within legal timescales.

9.9.1.3 Customers are responsible for ensuring that the equipment is comprehensively insured for repairs / replacement.

9.10 **Adapted property register**

9.10.1.1 RHG is committed to make best possible use of existing housing stock, including adapted properties.

9.10.1.2 Following installation or removal of adaptations, the housing management system will be updated in order to keep an electronic record of adapted properties within RHG.

9.10.1.3 Properties available for allocation will be placed on the choice-based lettings bidding cycle, wherever possible this will include adapted properties to ensure the process is open and transparent. There may be individual cases where significant adaptations have been carried out where a direct letting may be made to match the property to the applicant most in need of the property.

9.10.1.4 Rooftop will capture profiling information from our customers, to enable us to identify trends measuring profile demographics against stock profiles and will inform us about potential future demands for aids and adaptations.

9.11 **Communal areas**

9.11.1.1 Minor adaptations to communal areas costing less the £1000 will be provided subject to meeting the required eligibility criteria and available budget. Major adaptations to communal areas are not eligible for funding through a DFG, therefore where RHG is satisfied that major adaptation work is required in a communal area, consideration will be given to funding works, subject to an OT needs assessment and available budget. Requests for works costing over £1000 will need approval from the Housing and Communities Director. Any significant works in communal areas must comply with the Fire Safety Act and proposals will need to be checked by a competent person (our fire risk assessors).

10 Future transfers and mutual exchanges

10.1 If customers for whom RHG has undertaken adaptations, funded directly or via DFG, wish to transfer or mutual exchange to another property it will give up the right to transfer for a period of 5 years unless under exceptional circumstances. This is in accordance with relevant housing legislation and each case will be reviewed individually to consider personal circumstances and will include consultation with the customer.

10.2 We will advise customers for whom we undertake adaptations that we may refuse to carry out adaptations to successive dwellings unless there is an overriding need to move, for example overcrowding.

11 Major works programmes

11.1 Adaptations will be incorporated into routine maintenance and investment works where possible when linked to the component replacement. Before starting a programme of work, properties will be identified that are already adapted as well as customers requiring minor adaptations. This will ensure they are considered during the programme of work. Existing adaptations will be protected or replaced where they are affected by the planned works. Where new minor adaptations are required in homes affected by the planned works, it will be considered providing these as part of the programme where this makes sound practical and economic sense for the resident and RHG.

12 New builds

12.1 Early identification of a specific medical or physical need will allow the development team the opportunity to incorporate the construction of adapted properties on new build sites. The construction of adapted new build properties will be subject to planning, building regulation and budget constraints, and will be considered on a case by case basis, initially by the Head of Development and involving the allocations team and outside agencies as appropriate.

12.2 The Allocations team will notify the Development team of any proposed new minor adaptations before handover, where possible. The project manager for each individual development site will request the contractor carry out minor aids and adaptations. The qualifying criteria will be the same as adaptations to existing housing stock, such as the requirement for all works to be assessed by an occupational therapist.

12.3 The Allocations team need to be aware of the long-term suitability of any property when it is being allocated. If minor aids and adaptations are

subsequently identified during the twelve-month defects period, the original contractor will be approached with a request to carry out the requested adaptation, so the defects period warranty is not affected. Generally, any adaptation work that cannot be carried out by the original contractor shall be deferred until the twelve-month defect period expires. If hardship will be encountered by the customer, other contractors may be instructed to carry out the work, if agreement of need is reached by the Service Manager, Asset Manager and Head of Development.

13 Recycling and reusing

- 13.1 Removal of aids and adaptations from a property is the last option to be considered. Wherever possible an adapted property should be re let to someone whose needs will be best met by the aid and adaptations. If this is not possible and the adaptations are in good working order and are suitable for another customer, OT advice should be sought to assess if the aid or adaptation can be reused. If RHG is unable to reuse or store aids and adaptations that we no longer require, we will offer them to other agencies.
- 13.2 Level access showers are a major adaptation and are considered a permanent fitting. Even if a property is re let to someone who does not require a level access shower it will not generally be removed. If the new customer wishes to replace the level access shower with a bath, they will need to obtain written permission and the work will have to be undertaken at their expense.
- 13.3 Concrete ramps are a permanent fixture and will not be removed.
- 13.4 Once a customer has accepted a tenancy on an adapted property the adaptation will not be removed at our expense, unless it causes the new customer hardship. If they require additional adaptations these will be considered in accordance with the policy.

14 Training

- 14.1 We ensure our staff are aware of the policy and they can use the information to advise customer.

15 Monitoring and accountability

- 15.1 Upon successful completion of the adaptation customers will be contacted for their feedback to ensure the aids and adaptation process is delivered effectively and meets timescales.

16 Compliments and complaints

- 16.1 Customers can progress any compliments and complaints through RHG's Compliments, Comments and Complaints policy.
- 16.2 Where this may relate to a partner organisation or other agency, the information will be passed on by RHG where possible or signpost the customer to the relevant organisation. We will use the learning from this as part of our service improvement.

17 Promotion of Service

- 17.1 Aids and adaptations will be promoted via RHG website and other social media outlets.

18 Review

18.1 This policy will be reviewed every three years unless there are major changes in legislation or good practice.

19 Consultation

19.1 Leadership Team	March 2019
19.2 Executive Team	March 2019
19.3 REP Panel	March 2019

20 Responsibilities

20.1 Responsible body	Executive Team
20.2 Formulation and approval of policy	Executive Team
Amendments to policy	Leadership Team
Monitoring of policy	Leadership Team
Operational management of policy/policy author	Head of Asset Management
20.3 Date of formulation of policy	February 2007
20.4 Dates of policy reviews	March 2019

Appendix 1

Associated documents

Internal – Rooftop policies and procedures

- Internal
- Equalities and Diversity policy
- Repairs, maintenance and improvement policy
- New build standards
- Compliments, comments and complaints policy

External

- Equality Act 2010
- Regulator of Social Housing: Home Standard for registered providers
- Building regulations (2015)
- Delivering Housing Adaptations for Disabled People: A Good Practice Guide