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27 November 2020

To: All Members of the Overview and Scrutiny Committee

Dear Member,

Overview and Scrutiny Committee - Tuesday, 1st December, 2020

I attach a copy of the following reports for the above-mentioned meeting which were not available at the time of collation of the agenda:

CALL-IN: ALTERATIONS POLICY FOR LEASEHOLDERS

- A. Report of the Monitoring Officer and Section 151 Officer
- B. Cabinet Report on Alterations Policy for Leaseholders
- C. Cabinet Minutes Alterations Policy for Leaseholders
- D. Copy of the Call in
- E. Report of the Director for Housing, Regeneration and Planning

Yours sincerely

Philip Slawther, Principal Committee Co-ordinator
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Report for: Special Overview and Scrutiny Committee
1 December 2020

Title: **Joint report of the Monitoring Officer and the Chief Finance Officer on the Call-In of a Decision taken by the Cabinet on 10th November 2020 to approve the Alterations Policy for Leaseholders**

Report authorised by: Bernie Ryan, Monitoring Officer and Jon Warlow, Chief Finance Officer & Section 151 Officer

Lead Officer: Raymond Prince, Deputy Monitoring Officer

Ward(s) affected: N/A

**Report for Key/
Non Key Decision:** N/A

1. Describe the issue under consideration

To advise the Overview and Scrutiny Committee on the call-in process, and in particular whether the decision taken by Cabinet on 10th November 2020 relating to the approval of the Alterations Policy for leaseholders, is within the policy and budgetary framework.

2. Cabinet Member Introduction

N/A

3. Recommendations

That Members note:

- a. The Call-In process;
- b. The advice of the Monitoring Officer and Chief Financial Officer that the decision taken by the Cabinet was inside the Council's policy and budgetary framework.

4. Reasons for decision

The Overview and Scrutiny Committee is expected to take its own decision with regard to whether a called-in decision is outside or inside the policy and budgetary framework when considering action to take in relation to a called-in decision.

5. Alternative options considered

N/A

6. Background information

Call-in Procedure Rules

- 6.1** The Call-In Procedure Rules (the Rules) appear at Part 4, Section H of the Constitution, and are reproduced at Appendix 1 to this report.
- 6.2.** The Rules prescribe that once a validated call-in request has been notified to the Chair of Overview and Scrutiny Committee (OSC), the Committee must meet within 10 working days to decide what action to take. In the meantime, all action to implement the original decision is suspended.
- 6.3** If OSC Members determine that the original decision was within the policy framework, the Committee has three options:
- (i) to not take any further action, in which case the original decision is implemented immediately.
 - (ii) to refer the original decision back to Cabinet as the original decision-maker. If this option is followed, the Cabinet must reconsider their decision in the light of the views expressed by OSC within the next 5 working days, and take a final decision.
 - (iii) to refer the original decision on to Full Council. If this option is followed, Full Council must meet within the next 10 working days to consider the call-in. Full Council can then decide to either:
 - take no further action and allow the decision to be implemented immediately, or
 - to refer the decision back to the Cabinet for reconsideration. The Cabinet's decision is final
- 6.4** If OSC determine that the original decision was outside the budget/policy framework, it must refer the matter back to the Cabinet with a request to reconsider it on the grounds that it is incompatible with the policy/budgetary framework.
- 6.5** In that event, the Cabinet would have two options:
- (i) to amend the decision in line with OSC's determination, in which case the amended decision is implemented immediately.
 - (ii) to re-affirm the original decision, in which case the matter is referred to a meeting of full Council within the next 10 working days. Full Council would have two options:
 - to amend the budget/policy framework to accommodate the called-in decision, in which case the decision is implemented immediately, or
 - to require the decision-maker to reconsider the decision again and to refer it to a meeting of the Cabinet, to be held within five working days. The Cabinet's decision is final.

The Policy Framework

- 6.6 A definition of The Policy Framework is set out in the Constitution at Article 4 of Part Two (Articles of the Constitution) which is reproduced as follows:

“Policy Framework

These are the plans and strategies that must be reserved to the full Council for approval:

- *Annual Library Plan*
- *Best Value Performance Plan*
- *Crime and Disorder Reduction (community safety) Strategy*
- *Development Plan documents*
- *Youth Justice Plan*
- *Statement of Gambling Policy*
- *Statement of Licensing Policy*
- *Treasury Management Strategy*

Any other policies the law requires must be approved by full Council.

Such other plans and strategies that the Council agrees from time to time that it should consider as part of its Policy Framework:

- *Housing Strategy”*

- 6.7 The policy framework is intended to provide the general context, as set by Full Council, within which decision-making occurs. In an Executive model of local government, the majority of decisions are taken by the Executive – in Haringey’s case this being the Cabinet/Leader/Cabinet member. Under the Local Authorities (Functions and Responsibilities) (England) Regulations 2000 the determination of a matter in the discharge of an Executive function nonetheless becomes a matter for the full Council if the proposed determination would be contrary to a plan or strategy adopted or approved by Full Council in relation to the function in question. Case law makes it clear that it would not be a proper use of a full Council approved plan or strategy to seek to make it a means for Full Council to micro-manage what ought to be Executive decisions.

7. Current Call-In

- 7.1 On 20th November 2020, a call-in request was received in relation to the Cabinet decision taken on 10th November 2020 on the recommendation to approve a revised Alterations Policy for leaseholders. A copy of the Cabinet report dated 10th November 2020; the published draft minutes and the call-in request all form part of the published Agenda pack distributed to Members of the OSC, and so are not reproduced again here as appendices to this report.
- 7.2 The request does not assert that the decision was outside the policy or budgetary framework, and in any event, the Chief Financial Officer also confirms his view that the Cabinet decision is within the budgetary framework.
- 7.3 In summary, the key assertion made in the call-in is the that given the paramount importance of the safety of leaseholders and tenants, there is a concern that the decision taken by Cabinet is counter to that objective. In particular, it was further

asserted that it appeared to be untenable to assume that the work carried out by Homes for Haringey (HfH) in and of itself guarantees safety. In support of the concern, the call-in raised the following matters:

- Despite officers having observed potentially hazardous alterations, there had been no attempt made to establish, or evidence provided in the report, that external installations carried out by HfH are more likely to be manufactured and fitted correctly and less likely to compromise fire safety than those done by a contractor chosen by a leaseholder.
- During the Cabinet meeting, the point was made by Ms Van Den Bergh and Councillor Cawley-Harrison relating to instances where doors and windows installed by HfH having safety issues.
- Concerns were also raised during the meeting about instances where, following unsafe work, no follow up inspections took place to review the work, and when residents raised the failings with local ward councillors having already done so to HfH without remedial action, works to rectify outstanding problems was not carried out for over 12 months.
- That during the meeting, the Managing Director of HfH stated that the number of complaints made by residents following works carried out by HfH was *“higher than we would want it to be”*.

7.4 In light of the points made above, the call-in went on to assert that until HfH is able to improve on its processes, has sufficient quality control in terms of an independent building control sign-off process, and can evidence that all work is being carried out to a standard required for the safety of residents, Cabinet’s decision will not positively contribute towards the discharge of the Council’s legal responsibility to ensure it has robust processes in place to ensure doors and windows are installed to current regulatory standards in the event of a fire.

7.5 This aspect of the call-in concluded by making reference to Appendix 3 of the proposed revised “Alterations Policy for Leaseholders” that *“[i]t is not appropriate for independent contractors to carry out alterations to our buildings”*, it is necessary to consider the impact of mandating that leaseholders rely on a monopoly supplier, and the impact this may have on the cost and quality of work they can expect. The point was made that leaseholders right to appeal unreasonable costs to the First Tier Tribunal provides this, as this is an inherently confrontational and technical process and many leaseholders may be reluctant to engage with it.

7.5 The call-in went on to detail alternative courses of action, namely:

- This decision going to Overview and Scrutiny Committee will provide a chance for fresh evidence about the relative safety of HfH and open market installations of doors and windows to be presented. If such evidence is not forthcoming, then the existing ‘Alterations Police for Leaseholders’ should remain in place.
- Fresh provisions should be made to guarantee the cost and quality of work on leaseholder properties does not fall below the standard they could have obtained on the open market and which is not dependent on them taking cases to the First Tier Tribunal.

- HfH to set out an additional QA process that includes an independent building control survey of the installation of doors and windows following the completion of the works and closure of the job in the works list, or instances where the job is not marked as completed, within 5 working days of any replacement or installation works carried out, irrespective of if the work is carried out by HfH or an external contractor, to ensure the work meets the safety standards expected by the Council, and for this report to be sent to the leaseholder of the property without request.
- HfH to offer a market comparison document with all S20 notices, or notices of works to leaseholders comparing their costs (presented as a complete, itemised breakdown) with alternative suppliers that may have been available on the open-market as is now standard practise in other industries such as utilities.

8. Monitoring Officer's Assessment

8.1 The Call-In Procedure Rules require that:

“The [Overview and Scrutiny] Committee shall consider any report of the Monitoring Officer / Chief Finance Officer as to whether a called-in decision is inside or outside the policy / budget framework. The Overview and Scrutiny Committee shall have regard to that report and any advice but Members shall determine whether the decision is inside or outside the policy/ budget framework.”

8.2 The Monitoring Officer considered the request on 20th November 2020, and determined that it met the 6 criteria for validity as set out in the Call-In Procedure Rules.

8.3 Following investigation and consideration, the Monitoring Officer made an assessment of whether the decision was outside the policy framework and concluded that it was not because the subject matter of the call-in is not contrary to the list of plans and strategies which comprise the policy framework set out at paragraph 6.6 above.

9. Conclusion

9.1 For the above reasons, the Monitoring Officer concludes that the Cabinet's decision was not outside of the policy framework.

10. The Section 151 Officer's Assessment

10.1 The Section 151 Officer's assessment is that the decision taken by Cabinet on the 10th November 2020 regarding the approval of the Alterations Policy for Leaseholders is within the financial framework of the authority.

11. Contribution to strategic outcomes

N/A

12. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities) Finance and Procurement

The Chief Finance Officer's comments are set out above.

Legal implications

The Monitoring Officer's views are set out above.

Equality

N/A

13. Use of Appendices

Appendix 1 Call-In Procedure Rules

14. Local Government (Access to Information) Act 1985

N/A

Part Four, Section H

Call-In Procedure Rules

1. When a key decision is made by the Executive (that is, the Leader, Individual Cabinet Members or the Cabinet) or a committee of the Cabinet, the decision shall be published and shall be available for inspection at the Civic Centre and on the Council's website, normally within 2 working days of being made. The right to Call-In does not apply to a decision by way of an appeal hearing or a quasi-judicial procedure.
2. The notice of the key decision will be dated and will specify that the decision will come into force, and may then be implemented, on the expiry of 5 working days after the publication of the decision, unless a valid request has been received objecting to the decision and asking for it to be called-in. This does not apply to "urgent" decisions.
3. The Monitoring Officer will deem valid a request that fulfils all of the following 6 criteria:
 - (a) it is submitted by any five Members of the Council.
 - (b) it is received by the Democratic Services Manager by 10am on the fifth day following publication.
 - (c) it specifies the decision to which it objects.
 - (d) it specifies whether the decision is claimed to be outside the policy or budget framework.
 - (e) it gives reasons for the call-in and outlines an alternative course of action.
 - (f) it is not made in relation to a decision taken in accordance with the urgency procedures in paragraph 18 below.
4. The Democratic Services Manager will forward all timely and proper call-in requests, once deemed valid by the Monitoring Officer, to the Chair of the Overview and Scrutiny Committee and the Overview and Scrutiny Manager and will notify all Cabinet Members including the decision maker and the relevant Chief Officer.
5. A key decision will be implemented immediately after a call-in request is deemed invalid by the Monitoring Officer or after the expiry of ten working days following the receipt of a valid call-in request by the Chair of the Overview and Scrutiny Committee, unless a meeting of the

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Overview and Scrutiny Committee takes place during the 10-day period.

6. If a call-in request is deemed valid, the Democratic Services Manager will forward the call-in request to the Monitoring Officer and/or Chief Financial Officer for a report to be prepared for the Overview and Scrutiny Committee advising whether the decision does fall inside or outside the policy or budget framework.
7. Unless a key decision is designated "urgent" pursuant to paragraph 18, when it shall be implemented immediately, no action shall be taken to implement the decision until 5 working days have elapsed after the date of the publication of the decision. In the event that a call-in request has been received, no action shall be taken until the Monitoring Officer has determined the validity of the request.
8. Subject to paragraph 5, when a request for call-in is deemed valid, all action to implement the key decision is suspended until the Overview and Scrutiny Committee has met to decide what action to take. The Committee must meet no later than 10 working days after the Chair has received a valid call-in request.
9. Discussion of any called-in decisions shall precede all other substantive items on the agenda of the Overview and Scrutiny Committee. Any reports of the Monitoring Officer and Chief Financial Officer shall be part of that agenda.
10. The Committee shall consider any report of the Monitoring Officer / Chief Finance Officer as to whether a called-in decision is inside or outside the policy / budget framework. The Overview and Scrutiny Committee shall have regard to that report and any advice but Members shall determine whether the decision is inside or outside the policy / budget framework. If the Overview and Scrutiny Committee determine that the decision was within the policy / budget framework, the Committee has three options:
 - (a) The Overview and Scrutiny Committee may decide not to take any further action, in which case the key decision is implemented immediately.
 - (b) The Overview and Scrutiny Committee may decide to refer the decision back to the decision maker, in which case the decision maker has 5 working days to reconsider the key decision before taking a final decision.
 - (c) The Overview and Scrutiny Committee may decide to refer the decision to Full Council.
11. When the Overview and Scrutiny Committee refers a decision to Council (when the decision is deemed to fall within the policy / budget

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framework), any Council meeting must be held within 10 working days (with an extraordinary meeting being called if necessary) of the date of the Overview and Scrutiny Committee's referral.

12. When considering a called-in decision (when this decision is deemed to fall within the policy / budget framework) the Council has two options:
 - (a) The Council may decide not to take any further action, in which case the decision is implemented immediately.
 - (b) The Council may refer the decision back to the decision maker, in which case the decision maker has 5 working days to reconsider the decision before taking a final decision.
13. Once a final decision has been made there is no further right of call-in. This decision or any other key decision having the same effect may not be called-in again for a period of six months following the date at which the final decision was taken.
14. If the Overview and Scrutiny Committee determines that the decision is outside the policy / budget framework, the Committee shall refer the decision to the decision maker and with a request to reconsider it on the grounds that it is incompatible with the policy / budget framework. The decision maker shall have 5 working days in which to reconsider the decision.
15. The decision maker has two options:
 - (a) Amend the decision in line with the Overview and Scrutiny Committee's determination, in which case the decision is implemented immediately.
 - (b) Reaffirm the original decision, in which case the decision goes to a Council meeting which must convene within 10 working days of the reaffirmation of the original decision.
16. When considering a called-in decision where a decision maker fails to amend a decision in line with the Overview and Scrutiny Committee's determination, that it falls outside the policy / budget framework, the Council has two options:
 - (a) Amend the policy / budget framework to accommodate the called-in decision, in which case the decision is implemented immediately.
 - (b) Require the decision maker to reconsider the decision again and refer it to a meeting of the Cabinet to be held within 5 working days of the Council meeting. The Cabinet's decision is final.

17. Abuse of Call-in

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- (a) Members are expected to ensure that call-in is not abused, or causes unreasonable delay to the functioning of the Cabinet.
- (b) The call-in procedure is to be reviewed annually (see paragraph 18 g), if such a review leads to the conclusion that the call-in procedure is being abused, the Constitution may be amended to include greater limitations.

18. Call-In and Urgency

- (a) The call-in procedure set out above shall not apply when the action being taken is urgent or time-critical in terms of (b) below.
- (b) A key decision will be urgent if any delay in implementation likely to be caused by the call-in procedure would seriously prejudice the Council's or the public's interests.
- (c) A key decision which has not been given the requisite publicity for a key decision or a private meeting and which the Chair of Overview and Scrutiny Committee has agreed is 'urgent and cannot reasonably be deferred' is not regarded as urgent for the purposes of call-in unless it fulfils the criteria of paragraph (b) above.
- (d) If a key decision is urgent and therefore not subject to call-in, this will be stated on the record.
- (e) In order for a key decision to be deemed urgent, the Chair of the Overview and Scrutiny Committee must agree that the decision is both reasonable in all circumstances and that it should be treated as a matter of urgency. In the absence or unavailability of the Chair the consent of the Mayor is required. In the absence of both, the consent of the Deputy Mayor shall be required.
- (f) Decisions taken as a matter of urgency must be reported to the next available meeting of the Council, together with the reasons for urgency.
- (g) The operation of the provisions relating to call-in and urgency shall be monitored annually and a report submitted to Council with proposals for review if necessary.

19. Call-In and the Forward Plan

- (a) The Overview and Scrutiny Committee should consider the Forward Plan as its chief source of information regarding forthcoming Cabinet decisions.

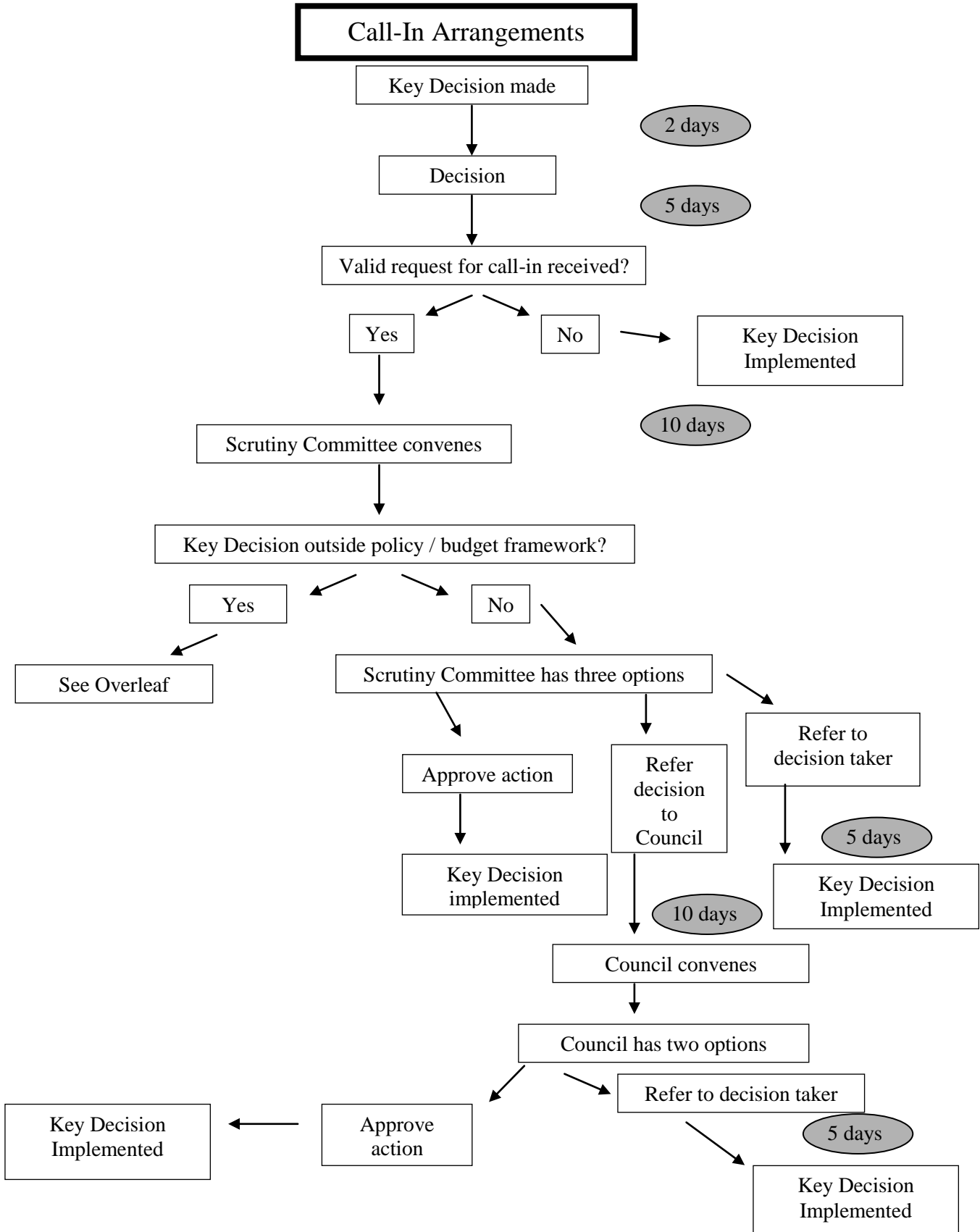
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- (b) The Overview and Scrutiny Committee may select a forthcoming decision and examine the issues around it.
- (c) In order not to obstruct the Council in its business, the Overview and Scrutiny Committee may call-in a key decision in advance of its actually being taken. In such a situation all the time-limits apply as above, except that a key decision cannot actually be implemented any sooner than it would have been had the Overview and Scrutiny Committee not called it in.
- (d) Where the Overview and Scrutiny Committee has called-in a key decision from the Forward Plan before its due date, the decision cannot be called-in again after the final decision has been taken.

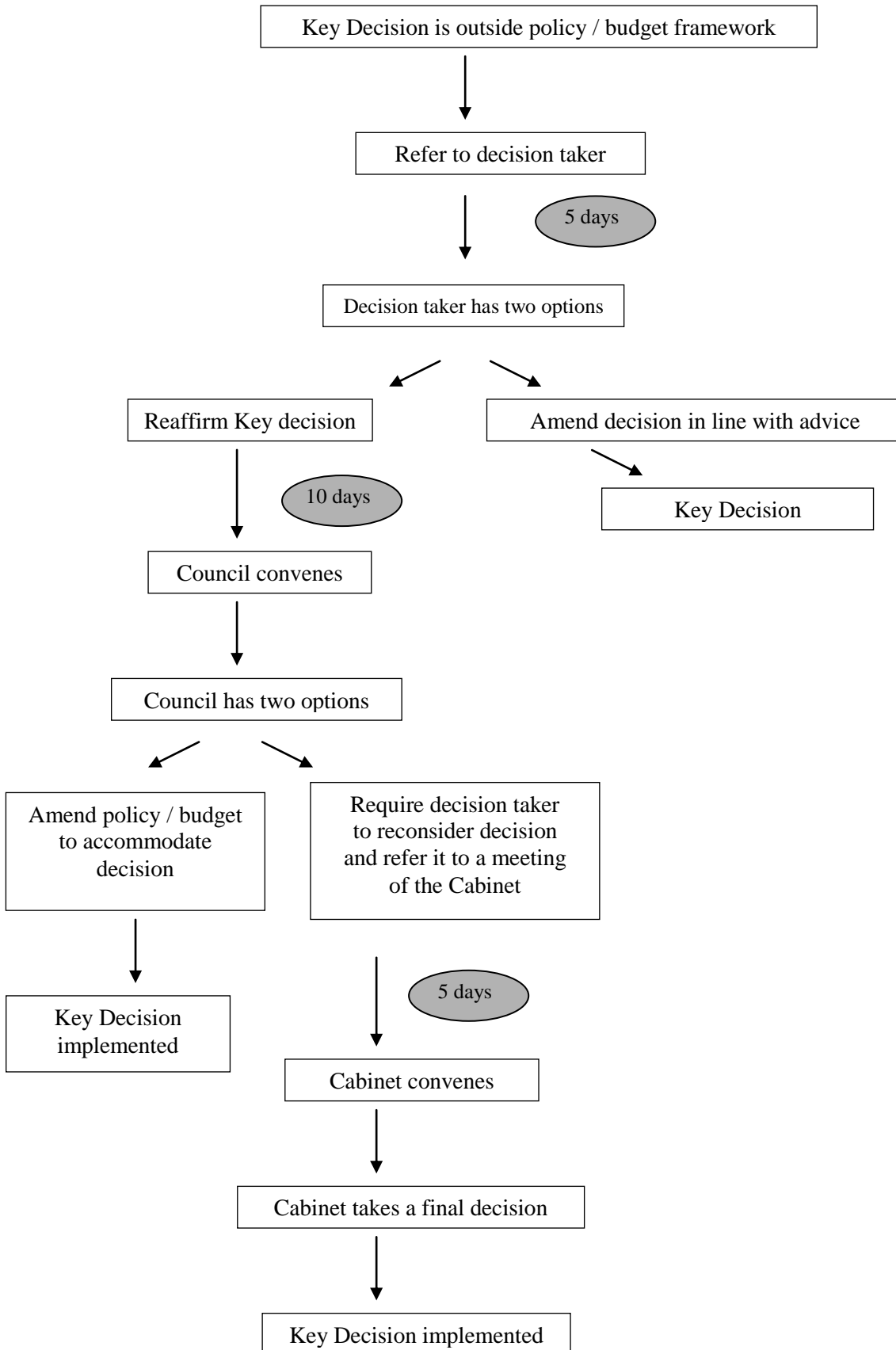
20. Monitoring Arrangements

The operation of the provisions relating to call-in and urgency shall be monitored by the Democratic Services Manager, and a report submitted to Council annually with proposals for review if necessary.

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Report for: Cabinet 10 November 2020

Title: Alterations Policy for Leaseholders

Report authorised by: David Joyce, Director for Housing, Regeneration and Planning

Lead Officer: Robbie Erbmann, Assistant Director for Housing

Ward(s) affected: All

**Report for Key/
Non Key Decision:** Key Decision

1. DESCRIBE THE ISSUE UNDER CONSIDERATION

- 1.1. In support of the wider actions being taken by the Council to mitigate the risk of fires within Council owned buildings as a result of the Grenfell Tower fire, this report seeks to ensure that the Council fulfils its obligations as a 'responsible landlord' in accordance with current legislation. By removing the permission that allows leaseholders to procure and install their own windows and external doors, the Council is taking the necessary fire precautions to ensure safety is not compromised.
- 1.2. In accordance with the terms of the tenancy or lease agreement, tenants and leaseholders living in Council properties are required to obtain permission from Haringey Council as their landlord before they carry out any alterations or improvements that will affect the internal or external structure of the Council's asset.
- 1.3. This report outlines a review of the existing 'Alterations Policy for Leaseholders' to comply with current statutory requirements in terms of fire safety and provides further clarity on the types of works where landlord consent is required and the fee charges to be paid by leaseholders.
- 1.4. It also, in effect, rescinds the Cabinet decision of 15 July 2008 titled 'Service Improvements Initiatives for Leaseholders' which allowed leaseholders to install and maintain their own external windows and doors. This is to ensure any alterations to external windows and doors does not compromise fire safety.

2. CABINET MEMBER INTRODUCTION

- 2.1 The alterations policy for leaseholders will provide clear guidance on the different categories of work within and outside their home, for which the Council's consent will be required. The implementation of the policy will ensure that all external installations adhere to the current regulatory standards and do

not compromise fire safety. This in turn will make sure that leaseholders continue to be safe in their home.

- 2.2. In addition, the policy provides clear guidance on the fees, so that leaseholders can be clear as to the potential costs, before deciding whether to undertake alterations to their home.

3. RECOMMENDATIONS

It is recommended that Cabinet:

- 3.1. Approves the revised 'Alterations Policy for Leaseholders' regarding the improvement works that leaseholders are permitted to make to their property as set out in appendix 1 of the policy.
- 3.2. Approves the introduction of a requirement that, where a leaseholder's external windows and doors need to be changed, all such installations are to be carried out by the Council and its approved contractors.
- 3.3. Approves the fee structure detailed in paragraphs 6.13, 6.16 and appendix 1 of the policy which will be subject to an annual review.
- 3.4. Notes the process for deciding whether landlord consent can be granted as detailed in paragraphs 6.6 to 6.12 and appendix 1 of the policy.

4. REASONS FOR DECISION

- 4.1. The recommendations in section 3 are being proposed to ensure there is a clear and transparent process in place for allowing leaseholders to improve their properties. In providing consent, the Council will give consideration to the effect works may have on the structural integrity of Council owned buildings and the possible impact of these works on other tenants and leaseholders.
- 4.2. The recommendations also seek to ensure that all external installations have been manufactured and fitted correctly, in accordance with current regulatory standards and do not compromise fire safety. This is because the Council, as landlord, is ultimately responsible for the health and safety of all residents within Council owned buildings.
- 4.3. The recommendation also seeks to provide leaseholders with clarity on the fees payable for obtaining landlord's permission for alterations to their home.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 The only alternative option was to continue with the existing 'Alterations Policy for Leaseholders' which was not feasible due to the Housing Health and Safety Rating System Regulations 2005 conferring powers on local authorities to ensure fire safety in occupied buildings. It is ultimately the Council's responsibility to have robust processes in place to ensure doors and windows are installed to current regulatory standards in the event of a fire.

6. BACKGROUND INFORMATION

- 6.1. The lease sets out the property location, extent and boundaries. Under clause 4(13) of the standard lease, the leaseholder must obtain the landlord's written consent (a 'licence') for any alterations they may wish to carry out within their home or to the exterior of the building. However, no part of the exterior fabric of the building forms part of the leasehold property, though there may be a private garden specified as being included within the lease.
- 6.2. Section 19(2) of the Landlord and Tenant Act 1927 states that where a lease permits alterations with consent that consent cannot be unreasonably withheld. The Act does give the landlord considerable latitude in imposing conditions of giving such consent. For example, it enables the landlord to require the payment of a reasonable fee to cover any legal or other expenses incurred when granting consent; or to require the payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to the landlord.
- 6.3. The Council will not consider certain types of alterations. For example, the subdivision of flats or the installation of security grilles for either windows or doors. More details are given in appendix 1 of the policy. The Council will also not consider an application for consent where an alteration would be in breach of the lease agreement.
- 6.4. Cabinet previously approved a policy 'Service Improvement Initiatives for Leaseholders', on 15 July 2008. This granted permission to leaseholders wishing to replace and maintain their own external windows and doors. In the aftermath of the Grenfell fire, Homes for Haringey undertook risk assessments on a number of Council buildings. Following this, concerns were raised by Homes for Haringey's Asset Management and Health and Safety teams about leaseholder alterations that had the potential to affect the safety of the building in the event of a fire. Therefore, as a landlord with responsibility for ensuring the safety of all residents, it is proposed that permission will no longer be granted to any new applications from leaseholders to install external windows or doors. This will ensure that all external installations have been manufactured and fitted correctly because these are key components in maintaining the buildings integrity.
- 6.5. Leaseholders who previously obtained the Council's consent to replace windows and doors will not be required to have these installations replaced. However, if as part of the cyclical programme of Council building maintenance works it is assessed that these installations do not comply with current regulatory standards and pose a risk to the fire safety of the building, the Council reserves the right to replace these.
- 6.6. Landlord's consent must be granted before carrying out any works or obtaining any other consent. This consent takes account of the requirements for the management of the building and the various criteria listed in appendix 1. Where alterations have already been undertaken, this will be considered as a breach of the lease, unless and until a retrospective application for consent has been made and approved. The work required in processing applications is undertaken by Homes for Haringey. In certain circumstances Homes for

Haringey will seek confirmation that it is appropriate to grant consent from Haringey Council.

- 6.7. Alterations are subject to Planning and Building Control laws and regulations and are dealt with by Haringey’s Planning and Building Control services who operate under statutory authority. Decision notices giving Planning permission or Building Control consent do not, in themselves, constitute Landlord’s consent nor the right to undertake the works without this consent.
- 6.8. The Council will generally grant consent for proposed alterations to the interior of a leaseholder’s home, subject to a number of important qualifications. These include not permitting the subdivision of a property into two flats and that bedroom sizes must be acceptable. (Further information can be found in the London Housing Design Guide). The proposed work must also not cause or be likely to cause any maintenance or structural problems to Council owned buildings.
- 6.9. Requests to purchase loft spaces or land not included within the lease demise can be made to the Council where requests to acquire and alter can be considered simultaneously; but the decision on request to acquire is not subject to any statutory limitation.
- 6.10 The type of authorisation for leaseholder alterations depends on the nature of the work and whether it requires alterations to their lease.
- 6.11 Appendix 2 of the policy identifies the types of improvements work where no permission is required. Homes for Haringey will provide a letter of consent for minor work.
- 6.12 Where more extensive work is agreed, a licence for alterations is required and this will be issued by the Council.
- 6.13 If the work alters the description of the property as per the lease agreement, this will require a Deed of Variation to ensure the accuracy of the lease agreement. Any increase in the number of bedrooms may also lead to increased service charges.
- 6.14 All work that requires consent is subject to a fee charge. The table below shows the different documents that will be required, depending on the type of work being undertaken, the responsible department and the level of fee to be charged. These fee charges will be subject to an annual review.

SERVICES RESPONSIBLE FOR ISSUING DOCUMENTS AND FEES PAYABLE				
Type of approval	Homes for Haringey		Property Services	Legal Services
	Minor Work	Medium/ Major Work		
No permission required	Nil	n/a	n/a	n/a
HfH	£60	£144	n/a	n/a

permission letter				
License for alterations	£60	£144	Min £850 Max £1,850	£950
Deed of variation	£60	£144	Min £850 Max £1,850	£950

- 6.15 Where a structural assessment of the proposed works is required, Homes for Haringey's Property Management Team will carry out a pre and post inspection. The charge for this is currently levied at £28.00 per hour.
- 6.16 Where there is a significant amount of administrative work required to resolve a matter arising from a failure by the leaseholder to undertake their responsibilities with regard to the work they carry out, Homes for Haringey will discuss and advise the Council of any additional charges to be made. Homes for Haringey currently charges £20.00 per hour, for this additional work.
- 6.17 In addition to the fees chargeable (outlined at 6.13), a charge will be made where retrospective permission is required, when a leasehold has carried out work prior to obtaining landlord's consent.

ADDITIONAL FEES PAYABLE FOR RETROSPECTIVE CONSENT				
Type of approval	Homes for Haringey		Property Services	Legal Services
	Minor Work	Medium/ Major Work		
No permission required	Nil	n/a	n/a	n/a
HfH permission letter	£50	£50	n/a	n/a
License for alterations	£50	£50	Min £850 Max £1,850	£950
Deed of variation	£50	£50	Min £850 Max £1,850	£950

- 6.18 For any future proposals in respect of a review or change to demands for fee charges, the Council, as landlord, shall maintain arrangements to notify leaseholders and enable them to make their views known in accordance with section 158 of the Commonhold and Leasehold Reform Act 2002.

7. RESIDENT ENGAGEMENT

- 7.1 All Council residential leaseholders (circa 5,000) have been contacted to seek their opinion on the proposal to reverse the decision that gave leaseholders the ability to apply for permission to replace their external windows and doors themselves. The ending of this decision would mean a return to following the terms of the lease where the windows and external doors remain the property and responsibility of the Council.

7.2 On 24 February 2020, Homes for Haringey wrote to all leaseholders by either post or email (where this was held), outlining the proposed policy changes. Frequently Asked Questions was also included with the letter inviting leaseholders to send in their comments on the proposals.

7.3 From this engagement exercise, 147 responses were received. The responding leaseholders expressed a variety of views, which can be summarised as follows: -

For the proposal	44	30%
Against the proposal	53	36%
Didn't express a view on the proposal	50	34%
TOTAL	147	100%

7.4 Haringey Leaseholder Association requested that Homes for Haringey carry out further engagement with leaseholders and on 24 June 2020, Homes for Haringey again contacted all leaseholders to provide a summary of the previous engagement and invite them to attend one of three online meetings to discuss the proposals. A total of 113 leaseholders attended the three online meetings held on 6, 7 and 9 July 2020. Leaseholders who were unable to attend the online meetings were given the opportunity to request a telephone call to raise any questions.

7.5 During the online meetings, the leaseholders who voiced an opinion made it clear that they were against the proposed changes. Officers reiterated the rationale for this proposal, that is, the Council as landlord is ultimately responsible for the health and safety of all residents within Council owned buildings and the change is to ensure all external installations have been manufactured and fitted in a manner that does not compromise fire safety. All the questions and suggestions raised by leaseholders at these meetings have been considered by Homes for Haringey who have responded by email accordingly (See appendix 2, 3 and 4).

8. CONTRIBUTION TO STRATEGIC OUTCOMES

8.1 These proposals support the objectives within the Borough Plan 2019-2023. The recommendations in this report will support the delivery of the Housing Priority within the Borough Plan that *'we will work together to drive up the quality of housing for everyone'* and in particular the objective to: *'Ensure safety in housing of all tenures across the borough, responding to new regulations as they emerge'* and provide an effective response to changes in fire safety and general buildings regulations.

9. STATUTORY OFFICERS COMMENTS

FINANCE

9.1.1 This report requests Cabinet to agree the amended Leasehold Alterations policy as set out in the document "Revised Alteration Policy for Leaseholders".

- 9.1.2 The document is aimed at amending an earlier policy that allowed leaseholders to alter, install and maintain the windows and front doors of the properties they are leasing as this is not consistent with the lease and legislation.
- 9.1.3 It is also aimed at providing clarity about the types of work that leaseholders may consider carrying out, and to set out what the Council's policy is with regards to each of these.
- 9.1.4 The fees disclosed in the report are in line with other boroughs.
- 9.1.5 This policy, once approved, will lead to additional landlord responsibilities. However, cost associated with these responsibilities will be apportioned and leaseholders recharged with their contributions.
- 9.1.6 Where alterations lead to additional space, leaseholders will be paying additional service charges as a result and where maintenance works are carried out, they will pay additional major works costs.
- 9.1.7 The Council property database will have to be updated following alterations leading to changes in layout and additional space.
- 9.1.8 These fees will be reviewed on an annual basis as part of the review of charges to leaseholders.

PROCUREMENT

- 9.2.1 Strategic Procurement notes the contents of this report; however, there are not procurement implications in respect of the proposed policy.

LEGAL

- 9.3.1 The Assistant Director of Corporate governance has been consulted on the content of this report.
- 9.3.2 The relationship between the Council and the leaseholders is governed by the lease. RTB leases are granted in accordance with the provisions contained in the Housing Act 1985. Legal advice will be required to ensure that the Council is able to enforce the policy in respect of all of the leases affected.
- 9.3.3 Further comment appears in the body of the report.

EQUALITY

- 9.4.1 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
 - Advance equality of opportunity between people who share those protected characteristics and people who do not

- Foster good relations between people who share those characteristics and people who do not.

9.4.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

9.4.3 The proposed decision is to approve the revised 'Alterations Policy for Leaseholders' regarding the improvement works that leaseholders are permitted to make to their property, introducing a requirement that, where leaseholders wish to install new external windows and doors, all such installations are to be carried out by the Council and its approved contractors. The objective of this decision is to ensure the health and safety of tenants and leaseholders living in Council properties.

9.4.4 Leaseholds have been engaged on the proposed decision, with reasonable adjustments made to ensure that all leaseholders were able to participate. There is no indication that any objections to the proposed decision arise from concern regarding the Council's public sector equality duty.

9.4.5 The profile of tenants and leaseholders in Council properties is such that women, individuals over 45 years old, BAME communities, and individuals with disabilities will be overrepresented among those affected by the decision. As the decision represents a step to ensure the health and safety of tenants and leaseholders, it can be expected to have a positive impact for residents who share the protected characteristics of sex, age, race/ethnicity, and disability.

10 USE OF APPENDICES

10.1 Appendix 1: Alterations Policy for Leaseholders

10.2 Appendix 2: Resident engagement correspondence – 24.02.2020

10.3 Appendix 3: Resident engagement correspondence – 26.06.2020

10.4 Appendix 4: Resident engagement correspondence – 14.08.2020

11 LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

Alterations Policy for Leaseholder, 2012

<http://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=118&MI d=5907&Ver=4>

Service Improvements Initiatives for Leaseholders, 2008

<http://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=118&MI d=3078&Ver=4>

London Housing Design Guide, 2010

<https://www.london.gov.uk/sites/default/files/Interim%20London%20Housing%20Design%20Guide.pdf>

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ALTERATIONS POLICY FOR LEASEHOLDERS

ALTERATIONS POLICY FOR LEASEHOLDERS

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2 INTRODUCTION

- 2.1 All leaseholders of Council owned properties are required to obtain permission from Haringey Council as their landlord, via the managing agent Homes for Haringey, before carrying out any alteration or improvement that will affect the internal or external structure of their properties at their own expense. This is in accordance with the terms of their lease agreement.
- 2.2. The Alterations Policy for Leaseholders applies specifically to requests from Leaseholders. Where applicable, the Council will not unreasonably withhold permission if certain conditions have been met and the alteration will not damage the structure of the building, impair shared services or pose a potential risk to the safety of the building in which the leaseholder's property is situated or its occupants.
- 2.3 This paper reviews the existing Alterations Policy for Leaseholders (2012) and the Service Improvements Initiatives for Leaseholders policy (2008). This is in order to amend the types of work where landlord consent is required, the process for obtaining permission and the fee charges payable by Leaseholders.
- 2.4 The policy also sets out the Council's commitment to be clear and transparent in the instances where Leaseholders are required to obtain landlord's permission to carry out alterations to their home.

3 APPLICATION OF THIS POLICY

3.1 WHEN DOES THIS POLICY APPLY?

The policy sets out the instances where Leaseholders are required to apply to Haringey Council, via Homes for Haringey, for permission to carry out alterations to their home.

3.2 TO WHOM DOES THIS POLICY APPLY?

This policy applies to all Leaseholders of Council owned property formerly sold under the Right the Buy scheme.

3.3 THE LEASE AND STATUTORY REQUIREMENTS

In relation to a leasehold property, its location, extent and boundaries are set out in the lease. Under clause 4(13) of the standard lease, the Leaseholder must obtain the landlord's written consent (a 'licence') for any alterations they may wish to carry out inside their home or to the exterior of the building. However, no part of the exterior of the building is incorporated in the leasehold property, though there may be a private garden specified as being included within the lease.

The landlord must also have regard to the Landlord and Tenant Act 1927. Section 19(2) of this Act states that 'regardless of the lease, consent for alterations cannot be unreasonably withheld.' However, this clause gives the landlord considerable discretion in these matters.

3.4 REASONABLE GROUNDS FOR REFUSING CONSENT

The Council will not consider certain types of alterations. These include the subdivision of flats, extensions and conservatories in blocks of flats or security grilles for either windows or doors. More details are provided in appendix 1.

3.5 PLANNING AND BUILDING CONTROL APPROVAL

Approvals are subject to the planning and building control laws and regulations which are dealt with by Haringey's Planning and Building Control departments. Decision notices giving Planning permission does not convey that any approval or consent has been given which may be required under the Building Regulations or any other statutory purpose and vice versa.

Neither Planning permission nor Building Control certification convey the right to leaseholders to undertake alteration and improvement works without first obtaining Landlord's consent.

4 THE COUNCIL'S CRITERIA FOR GRANTING PERMISSION

4.1 DEFINITION

An alteration is where a leaseholder seeks to alter, remove or replace any of the existing building, fixtures and fittings or boundaries that form part of the demise.

An improvement is where a leaseholder seeks to add, alter, replace or install fixtures and fittings or an item that was not previously present, with a view to improving the property demise.

4.2 INTERNAL WORK

The Council will generally grant consent for proposed alterations to the interior of the property subject to a number of important qualifications as outlined in appendix 1. Subdivision of a property into two flats will not be allowed and the creation of additional bedrooms should not fall below a reasonable and acceptable size (further information can be found in the London Design Guide - www.london.gov.uk/sites/default/files/Interim%20London%20Housing%20Design%20Guide.pdf). A flue for a new boiler or gas fire must not cause damage to the external wall.

Please see appendix 1 for further details.

4.3 EXTERNAL WORK

When making a decision on whether to grant or withhold consent, the Council must have regard to various criteria. The proposed work must not cause or be likely to cause any maintenance or structural issues. It must not encroach onto or affect the present or future use of any land which is not part of the property.

Whilst all buildings within the garden are not permitted (anything over 12 inches) or the placing of sheds, gazebos etc., due consideration will be given to all requests. Any proposed alteration must not adversely affect other residents. The alteration must be aesthetically pleasing. Namely, it must fit in with the general style and appearance of the building and the estate.

Please see Appendix 1 for further details.

4.4 HOW TO APPLY FOR CONSENT

All applications for consent must be made using the '*Application for Consent to carry out property alterations*' form. This can be obtained via the Homes for Haringey's website: -

www.homesforharingey.org/your-home/leaseholders/your-property/alterations.

Upon receipt of the duly completed form by the leaseholder, Homes for Haringey will acknowledge receipt within 10 working days. They will then seek to provide the leaseholder with an in-principle decision within 28 working days. This timeframe may be exceeded if there are any unforeseen circumstances or the proposal is particularly complex.

Please note that the leaseholder is not permitted to commence any alterations without first obtaining the Council's written permission.

4.5 CONDITIONS FOR CONSENT

Consent for works can be agreed in-principle:

Once the leaseholder completes the form 'Application for Consent to carry out property alterations' and provides the following, as appropriate: -

Before commencement of the work: –

- a) A full description: Full written details of the work being proposed to include existing and proposed floor plans.
- b) Architectural plans: For any structural work or reconfiguration.
- c) Structural calculations: An Engineer's report.
- d) Party Wall Agreement: An agreement with adjacent owners if the structure of the party wall is affected, in compliance with the Party Wall Act.
- e) Cost estimate: For insurance revaluation in the case of major works.
- f) Fees: Advance payment of any landlord fees is required.
- g) Conditions of work: Where the Council specifies certain conditions are to be met in carrying out the work, the leaseholder must sign an agreement to comply with these.
- h) Planning permission (if required): usually for most types of external work.
- i) Conservation Area consent: Relating to doors and windows and any external work. Further information is available from the Planning Service (see appendix 3).
- j) Site inspections: Pre work inspections as required. These will generally be carried out by Homes for Haringey.

After completion –

- a) Certificates: Building Control approval (where required), certificates of Gas Safety, NICEIC (electrical safety) are to be provided by the leaseholder following completion of work (see appendix 3).

- b) Defects or Non Compliance: Any faults or issues of non-compliance must be rectified at the leaseholder's own expense within 6 weeks.
- c) Site inspections: Post work inspections as required and will generally be carried out by Homes for Haringey. Building Control inspections will be necessary for major works.

5 AUTHORISATION AND CHARGES

5.1 GENERAL

The Council is unlikely to refuse authorisation for improvements unless: -

- The work affects the safety of the building.
- It does not meet Council approved product specification.
- It is likely to cause a nuisance to neighbours.
- It is in conflict with the terms and conditions of the lease.

The level of authorisation required in relation to leaseholders depends on the nature of the work and whether this requires any change to the existing lease.

Permission cannot be granted: -

- If the applicant has arrears of service charges, major works, Council Tax or any other debts with the Council, without an agreement to repay the debt.
- If the Council is about to take or is taking action for any breach of the lease.

5.2 LEVELS OF AUTHORISATION

There are different forms of authorisation for specific types of work. The administration involved generally depends on the extent and impact of the proposed works/ improvements.

- **No permission required:** For example, internal decorations, repair or like for like replacement of internal fixtures and fittings.
- **Homes for Haringey (HfH) permission letter:** For example, permission to install new timber flooring or additional radiators can be granted by Homes for Haringey.
- **Licence for alterations:** For example, removal of a chimney breast.
- **Deed of Variation:** For example, anything that alters the demise (description of the property as per lease). This will generally mean a change in the number of rooms, for example in the case of a loft conversion; or where the Council agrees to sell a garden space to the leaseholder.

5.3 CHARGES

Section 19(2) of the Landlord and Tenant Act enables the landlord to require the payment of a reasonable sum to cover any legal or other expenses property incurred as a precondition to the granting of a license or consent. All charges are subject to an annual review.

5.4 AUTHORISATION DOCUMENTS AND FEE STRUCTURE

All work which requires a licensee or Deed of Variation must be authorised by Haringey Council. The table below shows the different documents required, the issuing department and the standard charges.

Once in-principle agreement to proceed has been given, the leaseholder will receive an email requesting payment of the Property Services fees. This is to be made within 30 calendar days from the date of the email. Thereafter the application will be processed accordingly.

Payment of Legal Services fees will become due upon return of the signed Heads of Terms.

In certain circumstances further charges may be necessary for administration fees or structural assessment. These are described in the following notes.

SERVICES RESPONSIBLE FOR ISSUING DOCUMENT AND FEE PAYABLE				
TYPE OF APPROVAL	Homes for Haringey		Property Services	Legal Services
	Minor work	Medium/ major work		
NO PERMISSION REQUIRED	Nil	N/a	N/a	N/a
HOMES FOR HARINGEY PERMISSION LETTER	£60	£144	N/a	N/a
LICENCE FOR ALTERATIONS	£60	£144	£850-£1,850	£950
DEED OF VARIATION	£60	£144	£850-£1,850	£950

In addition to the proposed standard fees, where a structural assessment of the proposals is required, Homes for Haringey's Property Services Team, will carry out a pre and post inspection. The charge for this is levied at £28 per hour.

Homes for Haringey will make a charge of £20 per hour for any significant administrative work required to resolve matters arising from a failure by the leaseholder to undertake their responsibilities with regards to the works they carry out.

5.5 COMPENSATION

Section 19(2) of the Landlord and Tenant Act 1927 states that a clause requiring landlord consent for an alteration is deemed to be subject to a proviso that consent is not to be unreasonably withheld. It does not prevent

the landlord from requiring as a condition of such licence or consent to the payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to the landlord.

5.6 DISPUTED VALUATION

If the leaseholder disputes the valuation as determined by Haringey Council, then they may commission their own valuation of the work they propose at their own cost. However, their costs will not be refundable even if their appeal succeeds. The Valuer chosen by the leaseholder must be a member of the Royal Institute of Chartered Surveyors and evidence of this must be provided to Haringey Council to agree they are properly qualified.

6 RETROSPECTIVE CONSENT

6.1 Appendix 2 list various types of work which requires the permission of the Council as the landlord before it can be carried out. Where the Council becomes aware of alterations that have been undertaken without landlord consent, the leaseholder will have to submit a retrospective application for consent.

6.2 The following criteria will apply:

- i. The policy as set out above will apply in all cases and the Council will make every effort to ensure that consent is not unreasonably withheld. The Council and Homes for Haringey will ensure that any issues relating to unauthorised alterations are reviewed in accordance with the Surveyor’s report.
- ii. Where permission is granted this will be subject to all conditions being met and fees/charges paid.
- iii. Where retrospective consent cannot be granted, the leaseholder will be required to reinstate the property to its former condition (that is before the alterations were carried out), at no cost to the Council.
- iv. An inspection of the property will be carried out to confirm that any work required by the Council as the landlord has taken place and this is to a satisfactory standard.
- v. Advice will be sought from the Council’s Legal Service regarding appropriate enforcement action in respect of any failures to comply with the Council’s conditions.

SERVICES RESPONSIBLE FOR ISSUING DOCUMENT AND ADDITIONAL FEE PAYABLE FOR RETROSPECTIVE CONSENT				
TYPE OF APPROVAL	Homes for Haringey		Property Services	Legal Services
	Minor Work	Medium/ Major Work		
NO PERMISSION REQUIRED	Nil	N/a	N/a	N/a
HOMES FOR HARINGEY PERMISSION LETTER	£50	£50	N/a	N/a

LICENCE FOR ALTERATIONS	£50	£50	Min £850 Max £1,850	£950
DEED OF VARIATION	£50	£50	Min £850 Max £1,850	£950

7 APPEALS

- 7.1 When applications are refused and the leaseholder wishes to request a review of the decision, they must submit their appeal in writing to Home for Haringey's Lease Compliance and Homes Sales team within 28 days of the date of the decision notification letter advising that the application has been refused.

If the outcome of this review remains that the application to alter the property is refused, the leaseholder may raise this issue through the Council's Formal Complaints Procedure.

8 LEASEHOLDER ENGAGEMENT

- 8.1 In accordance with section 158 of the Commonhold and Leasehold Reform Act 2002 the Council, as landlord, shall maintain arrangements to notify leaseholders in respect of a review or change to demands for fee charges and make known their views. Before making a decision on the matter, the Council will consider all representations made to it in accordance with those arrangements.

9 APPENDICES

- Appendix 1 - Main criteria for approving alterations
- Appendix 2 - Types of alteration requiring landlord permission and fees
- Appendix 3 - General & Other Useful Information

MAIN CRITERIA FOR APPROVING ALTERATIONS

This appendix describes the main criteria which the Council as the landlord uses in relation to applications for alterations to its properties.

It should be noted that where an alteration can be agreed which significantly affects the exterior or the structure of the building, the leaseholder will have to accept complete responsibility for any work required in relation to its future maintenance, replacement or the cost of the rectification of any damage to the rest of the building.

Each of these criteria should not be regarded as being self-contained since they often have implications for other types of alterations.

A. Internal work

Consent will normally be given for proposed alterations to the interior of the property subject to the following considerations: -

- **Change of the layout (reconfiguration).** The Council can only give consideration to this type of proposal if a change in the use of a room does not impact on other flats in the building, for instance see 'bedroom position'. It must not cause additional noise or disturbance on account of changes in the habitation or the use of the premises that could not have been envisaged in the original design of the building and of the adjacent living spaces. Any proposed change in layout should not reduce the possibility of escape from the flat in the event of a fire nor should it increase the likelihood of the onset or spread of fire and smoke.
- **Sub-division:** subdividing the property into more than one dwelling unit will not be allowed. No long lease created immediately or derivatively by way of sub-demise under this lease shall confer on the sub-tenant, as against the Landlord, any right under Chapter II of the 1993 Act to acquire a new lease' (The Act is also separately defined noting this to be the Leasehold Reform Housing and Urban Development Act 1993).
- **Structural alterations** must not be such that they could affect the stability of the building.
- **Bedroom size:** the proposed size of a bedroom should not fall below the minimum reasonable and acceptable size. Further information can be found in the London Design Guide – www.london.gov.uk/sites/default/files/Interim%20London%20Housing%20Design%20Guide.pdf).
- **Bedroom position:** A bedroom must not be situated above or below a living room or kitchen of another flat.
- **Overcrowding:** Any alterations should not make the property become overcrowded.

- **New window or door openings:** the creation of a new window or doorway in an external wall will not be permitted. The exception will be windows or doors in newly approved extensions.
- **Fireplace:** The creation of a new fireplace or the opening up of one that has been sealed will not be permitted. This is in view of the burden of the additional maintenance for the landlord in relation to the flue and chimney in the building.
- **Loft alterations** will only be allowed where the loft is already part of the flat or can easily be included as part of it because direct access is available. Alterations to the loft will only be permitted where they will not adversely affect the roof or be likely to cause noise in adjacent flats. Purchases and/or alterations of/to loft spaces which span other properties, particularly in blocks of flats, will not be permitted.

The leaseholder can only alter a loft space which does not contain communal services such as tanks, pipes, cables, etc. Furthermore, unless it is clearly included as part of their property under the terms of their lease, they will have to negotiate its purchase with the Council before they can apply for landlord consent to any alterations there.

If significant changes to the roof structure are proposed, such as dormer windows, the Council will not be able to agree the proposal, in view of the implications for the future maintenance of the roof and the exterior of the building. These are the responsibility of the landlord under the terms of the lease.

- **Boilers and flues:** Any work in relation to installing a new flue or changing the existing one must be agreed in advance by the Council. Any damage caused to the exterior of the building will be rectified by the Council and the resident concerned will be recharged the full cost.
- **Flooring alterations.**
 - a. **Laminate flooring:** Where this is proposed, the leaseholder must provide full documentation of the specification. This must be to a good standard and include a high degree of sound insulation as an integral underlay.
 - b. **Solid timber, flooring finishes in stone, tiles, etc:** Permission can only be granted if the Council is satisfied that the main structure of the floor is capable of supporting the additional load. The specification must be of good quality and documents must be provided indicating the exact nature of what is proposed. In addition, it must be shown that the sound insulation will be sufficient to prevent footfall noise from causing inconvenience to neighbouring properties
 - c. **Carpet and floor coverings** must be used on all floor surfaces wherever necessary to prevent excessive footfall noise from disturbing neighbouring properties.

B. External, structural, safety or environmental criteria

When reaching its decision on whether to grant or withhold consent, the Council as

landlord will have regard to the following: -

a. **Making the property structurally dangerous or unstable**

The Council maintains the absolute right to withhold consent if the proposals could make the property dangerous or unstable. This normally includes proposals such as removing a supporting wall or where the foundations could be weakened by the alterations. Even in such cases, the Council may consider granting consent subject to it being satisfied that appropriate and properly validated structural remedies are included within the proposed works.

b. **Causing nuisance or inconvenience to other residents**

Permission will not be granted where there is the possibility that other residents may be adversely affected. Where other residents are required to be consulted, only one objection will be necessary for the Council to withhold consent.

Some proposals will have greater potential than others to cause a nuisance or inconvenience to other residents. The extent to which this is the case will have a bearing on the landlord's decision on whether to grant or withhold consent.

c. **Aesthetic considerations**

The Council has the right to withhold consent if it is considered that the proposals are not in keeping with the appearance, shape and style of the building or surrounding area. All cases will be considered on their merits and the Landlord will not adopt a blanket approach.

A decision to grant consent in one area or with regard to a particular type of building will not bind the Council when considering other similar proposals. Since different criteria may apply, such as those of a stylistic nature in relation to the building or the neighbourhood. Furthermore, while the Council may grant consent to erect a conservatory or extension to the leaseholder of a flat in a 'traditional' semi-detached dwelling (if the construction is in keeping with the features of the building), it will not grant consent to the leaseholder of a flat in a purpose built block of flats.

d. **Exterior minor work**

- **Exterior brickwork**

Any changes to the exterior of a building, such as painting of the brickwork, will not be permitted.

- **Exterior fixtures and fittings**

The attachment of anything outside the property requires permission from the Council. Examples include security cameras, burglar alarm boxes, external signage and exterior lighting. Notwithstanding the fact that these are not permitted under the terms of the lease, the Landlord will give due consideration to each case.

e. **Conservatories**

Permission for a conservatory can usually only be considered where the garden is incorporated within the lease of the flat or maisonette and is for the sole use of the residents who live in it. The type of construction will require a lightweight (glass) roof and clear glass sides that do not obstruct the light of adjoining properties.

It must not extend above ground floor level and it should occupy no more than one third of the garden area. A conservatory will not be permitted where the flat is situated within a block of flats. Please see previous paragraph c. Other issues that may prevent this type of development are as follows:

- Where it impairs the repair and maintenance of the rest of the building. For instance, a new conservatory may make it very difficult to erect scaffolding to access the rear elevation.
- Where the access of other residents to the building or garden could be adversely affected.
- Where access to underground drainage for long term maintenance purposes could be impeded.
- Where rainwater run off gutters or pipes could be impaired.
- Where a new opening in the rear wall could incur extra liabilities for the landlord.

As part of the agreement (deed) with the Council, a leaseholder must agree to undertake all the necessary work relating to the new development. This includes the future maintenance, the replacement or removal and any making good of the exterior or structure or the rest of the building or any part of the garden which may be required as a result of it.

f. Gardens

The lease specifically prohibits the construction of anything within the garden exceeding more than 12 inches in height (Schedule 5, Regulation 12). This applies to sheds, gazebos and anything placed or kept in the garden area, that all require landlord permission. Tenants are subject to the same restrictions.

Even if it is considered feasible, a construction in the garden can only be considered if certain requirements are met from a technical perspective and from the perspective of the proper management of the building. The Council will only consider applications for extensions in a garden area (which is part of the demise of the property) in exceptional circumstances.

Furthermore, consideration of this type of application will only normally be given in respect of converted (street) properties rather than flats within blocks. In processing such a proposal, the Tenancy Caseworker or Housing Liaison Officer will consult with other residents to find out whether they have any reasonable objections (see also the other paragraphs in this appendix).

g. Extensions

Where the Council can agree to the building of an extension (please also see h below), the following conditions will apply: Under the planning regulations, planning permission is always required (as well as landlord consent) for this type of development in relation to a flat or maisonette. The

new structure must not exceed the height of the flat to which it belongs.

Other issues which may prevent this type of development are: -

- Where the capacity of the existing drainage and sewage pipes may be insufficient to serve it adequately.
- Where the new structure may interfere or adversely affect the access of other residents to the building or the garden.
- Where access to the underground drainage for maintenance and repair purposes could be impeded.
- Where rainwater run off gutters or pipes could be adversely affected.
- A new opening in the rear wall could incur extra liabilities for the landlord.

As part of the agreement (deed) with the Council, a leaseholder must agree to undertake all the necessary work relating to the new development including its future maintenance and any making good work to the exterior or structure of the remainder of the building or the garden that may be required as a result of it.

h. Communal areas

Any proposals that could adversely affect access to or the use of a communal area including corridors, stairs, entrances, basement areas, gardens and lofts will not be permitted.

i. Building on land which is not part of the flat

The Council will not grant permission to any leaseholder who seeks to encroach or trespass onto land outside the demise of their lease. Furthermore, it will take all necessary action to prevent any such encroachment.

Granting permission to extend onto land not defined in the lease can have a detrimental effect on the future use of that land. It can reduce the quiet enjoyment and use of the land by other residents as well as bind future occupiers of neighbouring properties to restricted use of what was originally land demised to their property.

Although providing the potential for income, the sale of small parcels of land could also reduce the long term potential of the Council to meet housing need by limiting the use of its retained land and property assets. In exceptional cases it could reduce development opportunity if land sold to a leaseholder could have been put to better use by including it in an adjacent plot to improve its development potential.

j. Preventing light or air reaching other residents

The Council will not generally allow any development that will significantly reduce access to light and air for other residents. It will have regard to the extent that any proposal adversely affects the quality of light or air to other residents and will seek advice from the relevant professionals within the Council before reaching a decision. The Council has the right to refuse

permission where it is considered the proposal has a disproportionate and adverse effect on other residents.

k. Digital TV aerials and satellite dishes

The Council does not generally permit the installation of individual satellite dishes by tenants or leaseholders on its buildings since this frequently causes considerable damage to roofs and the external fabric of the building. Our policy is to remove all unauthorized installations and to recharge the resident responsible for the cost of doing so.

Consideration can only be given to a request for the installation of a satellite dish if there is no communal satellite dish or TV aerial for the building. Furthermore, in the case of blocks of flats, planning permission is invariably required for the installation of TV aerials or dishes as well as landlord consent.

l. Conservation areas and local byelaws

Landlord's consent will not be granted where the proposed alterations contravene local bye-laws, conservation areas or where the decision is at odds with the prevailing tenancy conditions of Council property.

m. Health & safety implications

All applications to make alterations will be subject to the health and safety regulations and to any considerations arising from them. The Council will adopt this approach both when reaching a decision to grant or withhold consent and in determining the terms of the formal License to alter.

n. Security grilles

The Council will not agree to security grilles being installed over either windows or doors in view of the fact that they might prevent rapid exit from the building in the event of a fire.

Security grilles installed over windows and doors require both planning permission and landlord consent and are often unsightly. However, the main consideration is that the Fire Service has advised that they are a potential safety hazard since they can impede access in the case of a fire. It is therefore not possible for landlord approval to be granted for such installations.

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Bathroom – new/ replacement	No, if replacing fittings like for like and the existing service connections are re-used	No	-	-	-	-	-
Boiler (gas) – new, change or replacement	Yes, we need to have a copy of the Gas Safe Certificate	Yes	-	-	£60	-	-
Boiler (new flue)	Yes, if a new opening in the external wall is required.	Yes	-	-	£60	-	-
Carpets and floor coverings to be used to prevent footfall noise	No	No	-	-	-	-	-
Chimney breast – reduction/ removal	Yes - see also 'Reconfiguration'	-	Yes	-	£144	£850-£1,850	£950

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Conservatory / Extension – new/replacement (Planning and Building Control consent required)	Yes, but not permitted under the terms of the lease. The Landlord will give due consideration to each case.	-	Yes	Yes	£144	£850-£1,850	£950
Doors (Internal)	No	No	-	-	-	-	-
Doors (External) - new/replacement (See Appendix 3: 'Note')	Yes – but not permitted. See also 'windows'	-	-	-	-	-	-
Doorway (Internal) – creation of a new opening	Yes	Yes	-	-	£60	-	-
Doorway (External) - creation of a new opening (See appendix 3: 'Note')	Yes, but not permitted.	-	-	-	-	-	-

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Electrics – new fittings e.g. additional wall sockets	Yes	Yes – NICEIEC Certificate required	-	-	£60	-	-
Electrics – replacement fittings	Yes	Yes – NICEIEC Certificate required	-	-	£60	-	-
Extensions (If the Council agrees. Planning Permission and Building Regulation Consent will also be required)	Yes	-	Yes	Yes	£144	£850-£1,850	£950
Exterior – security cameras, burglar alarm boxes, external signage and lighting	Yes, but not permitted under the terms of the lease. The Landlord will give due consideration to each case.	Yes, depending on nature of proposal	-	-	£60	-	-

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Exterior brickwork – See ‘boiler’ for new flue	Yes, but not permitted under the terms of the lease. The Landlord will give due consideration to each case.	-	Yes	Yes	£144	£850-£1,850	£950
Fences – must not be more than one meter (39 inches) in height	Yes, but the landlord’s responsibility under the terms of the lease.	Yes	-	-	£60	-	-
Fireplace – new or reinstating/open an existing one	Yes	Yes	-	-	£60	-	-
Flooring – laminate/ wooden	Yes, but must provide proof of the use of a suitable underlay to reduce noise.	Yes	-	-	£60	-	-
Flooring – installation of timber/ stone or other form of solid floor	Yes	Yes	-	-	£60	-	-

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Garden – any new structure (must not be used for parking vehicles or storage)	Yes, but not permitted under the terms of the lease. The Landlord will give due consideration to each case.	-	Yes	Maybe required (if not within demise)	£144	£850-£1,850	£950
Gas fire installation	Yes	Yes	-	-	£60	-	-
Heating system and air conditioning	Yes, if additional radiators installed, pipework re-routed, etc. Air conditioning units are not permitted to be installed on the external brickwork.	Yes	-	-	£60	-	-
Kitchen – new/ replacement	No, if like for like replacement.	No	-	-	-	-	-
Loft	Yes, but loft must be included within lease as part of the demise.	-	Yes	Maybe required (if not within demise)	£144	£850-£1,850	£950

TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Loft conversion	Yes, but loft must be included within lease as part of the demise.	-	Yes	Yes	£144	£850-£1,850	£950
Pipework (including waste pipes)	Yes, if re-routing necessary	Yes	-	-	£60	-	-
Plumbing – renewal of pipes, installation of any additional sanitary wares	Yes	Yes	-	-	£60-£144	-	-
Reconfiguration of flat (change in layout of rooms / removal of walls/ increase or decrease number of bedrooms)	Yes	-	Yes	Yes	£144	£850-£1,850	£950
Redecoration of flat (internal only)	No	No	-	-	-	-	-
Rewiring - electrical	Yes	Yes – NICEIC Certificate	-	-	£60	-	-

		required					
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TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Roof – any change to roof terrace, roof light, boiler vent, etc.	Yes	-	Yes	Yes	£144	£850-£1,850	£950
Shed – new or replacement	Yes, but not permitted under the terms of the lease. The Landlord will give due consideration to each case.	Yes	-	-	£60	-	-
Trees	Yes, if more than 2 meters' high.	Yes	-	-	£60	-	-
TV aerial or satellite dish	Yes, only where there is no communal system The Landlord will give due consideration to each case (subject to planning	Yes	-	-	£60	-	-

	approval)						
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TYPES OF ALTERATION REQUIRING LANDLORD PERMISSION

Type of alteration	Does leaseholder require permission?	HfH Alteration permission letter?	License for Alterations?	Deed of Variation?	HfH charge?	Property Services Charge	Legal charge?
Walls – any change to position or structure of internal wall. See ‘reconfiguration’	Yes	-	Yes	Yes	£60-£144	£850-£1,850	£950
Window panes – like for like replacement of broken glass	No	No	-	-	-	-	-
Windows – new/ replacement – See ‘Doors’ (See Appendix 3: ‘Note’)	Yes, but not permitted.	-	-	-	-	-	-

GENERAL & OTHER USEFUL INFORMATION

Note:

On the 15th July 2008, '*Service Improvement Initiatives for Leaseholders*' report was approved by Cabinet so that Leaseholders could take responsibility for the installation of their own windows and external doors, provided certain conditions were met.

In the aftermath of Grenfell, Homes for Haringey undertook risk assessments of some of the Council's buildings and concerns have been raised about leaseholder alterations that may affect the performance of the building in the event of a fire. It is not appropriate for independent contractors to carry out alterations to our buildings.

Following a review of the '*Service Improvement Initiatives for Leaseholders*' policy, it has been decided to revoke the section of this policy that allowed leaseholders to install external windows and doors. This was agreed by Cabinet on **XXXX**.

General Procedures:

1. **Arrears** - The applicant must have no arrears outstanding, such as unpaid service charges, major works or Council Tax, etc. or any other breach of the lease.
2. **Homes for Haringey permission letter** – A letter issued by the Lease Compliance & Home Sales Team. Required for minor internal alterations.
3. **Licence for Alterations** - A formal legal document. Required for major internal/external alterations/additions.
4. **Deed of Variation** – A formal legal document required where there is a change in the demised premises in the lease. Required where additional land is purchased or the description of the property changes i.e. 1 bed flat to a 2 bed flat. This document is registered at the HM Land Registry.

Your leasehold account status

Your service charges and major works accounts must be up to date. We will not process your application if any of these accounts are in arrears and you do not have a payment arrangement plan. Additionally, if you have recently purchased or sublet this property, you must complete the registration process before we will proceed with your application.

Processing your application

Your application will be assessed by Homes for Haringey's Lease Compliance & Homes Sales team, Tenancy Services and the Surveyors teams. This assessment will normally take a minimum of 28 working days, although more complicated proposals (or where the form is incomplete or information has not been provided) can take a little longer. Therefore, it is essential that you provide us with as much information as possible so as not to delay your application. If your application is not approved, you will be informed of the reasons.

Fees

Homes for Haringey's administrative fees are non-refundable and must be included with your application form. Homes for Haringey will inform you if your application needs to be forwarded for approval by the Council, this will be dependent on the type of works you have requested. If forwarded to the Council, you will be liable for a non-refundable advance payment of Strategic Property professional fees and valuation. Following completion of the valuation and administrative work by the Strategic Property Unit, they will then send you the Heads of Terms for signature and return along with the non-refundable Legal fees. Any Licence to Alter or Deed of Variation will be compliant with your existing Lease Agreement and means that all alterations will be subject to the terms and conditions of your existing lease.

Creation of an additional rooms

Your lease percentage is worked out using either the 'bedroom formula' or 'rateable value' depending on when your lease was originally granted by the Council. Any increase the number of bedrooms may also lead to increased service charges. The Council reserves the right to increase the amount you pay for your day to day service charges and major works and you will be notified of any increase as soon as possible and the date this takes effect, so that you can decide whether you want to proceed with your proposal or not.

Useful Contacts:

The Leasehold Advisory Service

www.lease-advisory.org

Haringey Building Control

www.haringey.gov.uk/planning-and-building-control/building-control

Haringey Planning Department

www.haringey.gov.uk/planning-and-building-control/planning/planning-applications

Skip Licensing

www.haringey.gov.uk/parking-roads-and-travel/roads-and-streets/building-near-road/skipbuilding-materials-licence

Bulk waste

www.haringey.gov.uk/environment-and-waste/refuse-and-recycling/refuse/bulky-items-collection-service

Parking Enquiries

www.haringey.gov.uk/parking-roads-and-travel

Gas supplies

Such alterations must be carried out by an approved Gas Safe fitter, as they must meet certain Gas Safety Regulations.

Electrical alterations/wiring

A qualified electrician must carry out these installations have these certified by a NICEIC registered contractor. All works must comply with the current edition of the Institute of Electrical Engineers' Wiring Regulations.

Thames Water Utilities

www.thameswater.co.uk/help-and-advice

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Homes for Haringey

Leasehold Services Team

Level 2, 48 Station Road
London
N22 7TY
t: 020 8489 5611
f: 020 8489 1998
www.homesforharingey.org
leaseholdservices@homesforharingey.org

24 February 2020

Dear Leaseholder,

Leasehold Property:

I am writing to you about the above leasehold property. Under the terms of your lease, the windows and the flat entrance doors remain the property and responsibility of the Council. This means that the Council, and Homes for Haringey as its managing agent, are responsible for repairing, maintaining and replacing the windows and doors, and not the leaseholder. However, in 2008, the Council agreed a policy where leaseholders could apply for permission to replace these themselves.

In light of the Grenfell Tower fire, all landlords have been carrying out extensive reviews of the fire safety of their buildings. Homes for Haringey are very concerned that any windows and doors that have been installed without our direct supervision could pose an increased risk to all residents of the building in the event of fire. For this reason, we are proposing to ask the Council to agree to end the windows replacement policy, and return to following the terms of your lease. To provide some more information on our proposal, we have included a FAQ with this letter.

We are writing to you to ask for your view on this. We would be grateful if we could receive these by Friday 20 March. You can email us at leaseholdservices@homesforharingey.org, or by post to the address at the top of this letter. We will send a summary of your views and our response to anyone who submits their views.

Yours faithfully,

Nehal Shah
Head of Income Management (Interim)

FAQ

- What evidence do you have that has raised concerns about the standard of installations carried out by Leaseholders?

It cannot be assumed that the windows / doors have been manufactured and installed correctly. The only way to confirm this would be for an independent assessor to remove the architraves/trims to check that the frame has been fitted correctly, the gap between the wall and door frame has been filled correctly and that all the ironmongery used was subjected to the fire test and approved. The problem is that when a resident fits their own door or windows, we do not have any evidence that they have been manufactured and installed correctly. The landlord has the ultimate responsibility for the fire safety of the building, and the manufacture and installation of the doors and windows are key to the safety of all the residents in the block.

- What is the basis for your concerns?

The lease states that it is the landlord's responsibility for the maintenance for the external doors and windows. If the landlord passes on that responsibility to the leaseholder, then the landlord would still be ultimately liable if there is a fire and the components fail.

- Have any health and safety investigations been necessary?

There have been health and safety checks into works by our contractors, and there have been issues with the standard of the works, which we have been able to resolve because of the direct relationship that we have them. There has also been an issue where the door manufacturers and testing houses were only testing one side of the door when the Building Regulation requires both sides to be tested. We had to stop our own door replacement renewal programme until the correct certification was achieved. Where doors failed the test, we are having to remove the doors and replace them with doors that have the correct certification.

- Why would providing the required specification to leaseholders for installations not suffice?

There is no guarantee that the leaseholder's contractor will comply with the manufacturing, installation and maintenance standard and once installed it can be difficult to establish if the works are compliant with the specification and installed correctly.

- Could an additional charge be added to allow for HfH officers to inspect the installations upon completion?

It is not only the installation of the components but the manufacture as well that need to be compliant. Certified third party assessor employed by Homes for Haringey would have to be present whilst the door is being installed to confirm correct installation. This would be difficult to organise and prohibitively expensive, and all costs would need to be met by the leaseholder.

- If you can source compliant replacement doors and windows, why has the view been taken that a leaseholder cannot do the same?

Leaseholders may be able to source compliant doors and windows but as above, you would not be able to provide satisfactory evidence that manufacturing process itself, and the works had been carried out and supervised to comply with required standards.

- What if I have already replaced the windows or door of my flat, and didn't obtain permission?

Even under the current policy, works without permission would be a breach of your lease. If you breach the terms of your lease, you run the risk of having the lease forfeited. If you replace your windows or door without permission, you may be required to allow our contractors access to install compliant windows and doors, and you would be required to pay the full cost of these.



Homes for Haringey

Leasehold Services Team

Level 2, 48 Station Road
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leaseholdservices@homesforharingey.org

26 June 2020

Dear Leaseholder,

Leasehold Property:

I am writing to you about the above leasehold property. In February, I wrote to you about a proposal to end the Council's policy of allowing leaseholders permission to replace the windows and doors of the flat themselves, and revert to the terms of your lease, which means that only the Council can replace these.

Nearly 150 of you wrote in with your views. Thank you all for taking the time to do this. The responses broke down as follows:

For the proposal	44	30%
Against the proposal	53	36%
Didn't express a view on the proposal	50	34%
TOTAL	147	

We have prepared a summary of the points and questions that were raised, along with your responses. Please find this enclosed.

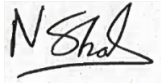
With the current situation, we are unable to arrange a physical meeting for you to raise any questions that you may still have about the proposal, but we have arranged three online meetings for the following times:

- Monday 6 July at 10am
- Wednesday 7 July at 2pm
- Thursday 8 July at 6pm

If you would like to attend one of these meetings, please kindly email us at leaseholdservices@homesforharingey.org and tell us which meeting you would like to attend.

If you do not have access to a computer, we can also speak to you on the telephone. Please call us on 020 8489 5611, then select option 6 then option 3, and we can arrange this.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'N Shah', is enclosed in a light grey rectangular box.

Nehal Shah
Head of Income Management (Interim)

- What happens if I installed the windows and door and I have obtained the correct permission?

We will need to treat these on a case-by-case basis. Our priority is the safety of our residents, so in the event that the windows and doors which a leaseholder has installed with permission risk the fire safety of the building, we reserve the right to replace these. However, whether we will seek to re-charge the leaseholder for these works will depend on the facts of each case, such as when the original works were done, when the rest of the building had its windows and doors replaced, what the expected economic life of the windows would be, etc.

- What happens if I installed the windows and doors without permission?

This is a clear breach of the lease. If the replacement policy is ended, then we will not allow any leaseholders to obtain retrospective permission for the breach of the lease. We reserve the right to replace the windows and doors ourselves and re-charge you the cost of doing this. If you have carried out works without permission, then you are strongly advised to contact us now to discuss this.

- What action are you taking to look at the existing windows and fire door installations?

We are carrying out a detailed programme of fire-risk assessments in properties where there are communal areas. This will include checking for escape windows and flat-entrance fire doors that are currently in place and determining if they meet current requirements.

- Where in the lease does it say windows and doors are the landlord's responsibility?

The definitions of your lease set out what is demised to you as the Flat. This means the parts of the Flat that are your responsibility. The demise of your Flat excludes the windows or the doors that bound the property. Anything that isn't demised to the Flat remains part of the Building, Under Clause 5.2 (a) of your lease, the freeholder is required to maintain the Building.

- Why can't leaseholders sign a waiver indemnifying landlord for any damage caused following windows or door installation?

There is no scope under the terms of your lease for the freeholder to assign responsibility for the safety of the building to a third party. Therefore, regardless of the terms of any indemnity waiver, the freeholder would still be responsible for the safety of the building.

- Could the policy be allowed for only certain types of buildings eg converted street properties?

Although we categorise buildings by the level of fire-risk, there is no such thing as a building which has no fire risk. Therefore, the risks involved in leaseholders replacing the windows / doors themselves remain the same, regardless of the layout of the building.

- If I can't replace the windows and door how can they be replaced?

You will need to wait until all the windows and doors in the building are replaced by the freeholder. You can find out from our website when your building is due to have works done.

If you are concerned that the windows and doors of your flat need to be repaired, then you can report this to our Repairs department at repairshfh@homesforharingey.org.

- What if I can replace the windows and doors more cheaply than Homes for Haringey?
What if I think the cost of replacement is too expensive?

We are confident that the contractors we use to carry out works to our buildings provide good value for money when all relevant factors are taken into consideration. However, as a leaseholder, you always have the right to apply to the First Tier Tribunal and ask them to make a determination of whether the cost of works is reasonable or not. If they determine that the cost of works is too high, then they can require us to reduce the bill.

- What potential risks have you identified from windows and doors

We have identified leaseholders who have replaced their windows and doors that do not meet the required regulatory standards, such as replacing windows that were designed as an alternative means of escape in the event of a fire, or replacing fire doors that were installed to protect residents with a door with limited fire resistance, putting other residents at risk.

- Could the lease be varied to allow windows to be leaseholder responsibility?

Our main concern is that if we do not directly supervise the installation of windows and doors, we cannot be certain that the building's fire safety is being compromised. Assigning responsibility for the windows and doors to the leaseholder would still mean that works could take place that could compromise this, and we would not be able to directly supervise them.

- How will this change be affected by COVID19?

Obviously, the situation with COVID-19 is ongoing, but as things stand, we are confident that we will soon be able resume surveying and building works. Any site operatives will comply with all relevant regulations in relation to health & safety, including preventing spread of infection,

From: Leasehold Services <Leasehold.Services@haringey.gov.uk>
Sent: 14 August 2020 11:48
Subject: Proposed changes to current leaseholder windows and doors policy
Importance: High

Dear Leaseholder,

Thank you for attending the meetings that we held last month about the proposed changes to the current windows replacement policy. These were some of the first online meetings which we have held, due to the ongoing restrictions on public gatherings. We hope that you found them useful.

At the meeting, many of you who spoke raised a number of questions and points about the proposed changes. We agreed to take these away and consider them. Please accept my apologies for the length of time that this has taken, but we wanted to be sure that we had given them all the consideration which they require. Our responses are as follows.

- **Can we separate windows, front-entrance doors and balcony doors?**
- **Can we consider different types of buildings?**

The suggestion was that we could consider different policies for either just windows or just doors, or a policy that separated buildings into different archetypes, such as street-property, low-rise, high-rise, etc.

The fundamental concern with leaseholders replacing the windows and doors of their flat, or indeed any component of the building which is the freeholder's responsibility, is that the installation and / or material used will impact on the fire-safety building, and that because this would be done by a third-party with whom we had no contractual relationship, we would not be able to safely monitor this or have any means of redress. This risk would be present for both windows and doors, and it is not the case that one of the two attracts more potential risk than the other ie the risk for incorrectly-installed windows is not greater or less than that from incorrectly-installed doors.

The same point applies to different types of building. Leaving aside the potential disputes in how building archetypes could be determined, there is no type of building with multiple flats where there would be no risk of increased spread of fire resulting from incorrectly installed windows or doors.

- **What risks have we found from windows / doors which leaseholders have installed themselves?**

The Head of Health & Safety has advised that he is aware of instances where residents in flats have installed front-entrance doors which were non-compliant to all current standards ie they installed doors which were secure by design but not FD30s. It should also be noted that even if it was the case that no leaseholders had previously installed windows or doors that increased the risk to the building, it would not at all follow that this would never happen in the future, and that it was not necessary to

mitigate against this risk, by only allowing the freeholder to replace the windows and doors.

- **Could we have a panel of approved contractors that leaseholders could use?**

The suggestion that was made by leaseholders that we could have a list of approved contractors, and only those contractors could be allowed to replace the windows or doors of the flat. The first problem with this suggestion is that we currently do not maintain such a list, and so compiling and maintaining one would involve a cost. It is unclear how this cost could be met, as we would not be able to re-charge it as a management fee to leaseholders, nor would it be acceptable for the costs to be paid from the Housing Revenue Account.

Even if this issue could be resolved, we have taken legal advice on maintaining such a list. We have been advised that companies on the list could be seen as having been endorsed by the Council, which as a public body, is not permitted to do. If the Council were taken to have endorsed certain companies, they could be liable, reputationally, if not financially, for any dispute that might arise between the company and the leaseholder.

Finally, while the Council obviously have experience of assessing and selecting companies for work, this is usually for very large contracts, and not for small-scale domestic work. A company which was deemed suitable for such large schemes ie one which was carrying out the window replacement of the Council's housing stock, would be unlikely to be able to take on individual contacted jobs to replace the windows of one flat.

Therefore, we are afraid that this is not a viable suggestion.

- **What are the risks of third-party contractors installing windows?**
- **Can we accept third-party certification of works?**

In effect, these are the same question. As the freeholder of the building, the potential risks of allowing parties who we have no contractual relationship with to carry out works that are our responsibility are too great. If there was a major incident and the windows or doors installed by a leaseholder's contractor failed, we would have no contractual redress against the third party contractor but we could still be accountable as the landlord for giving permission for the works to be carried out by the leaseholder via a third party.

We cannot accept third-party certification of works either, for the same reason: we would have no means of redress against the contractor if the windows or doors that they installed failed.

- **Why can't we accept Building Control approval of works as showing compliance?**

We have spoken to Haringey Building Control about this. They have advised that, when windows are being replaced like for like, they are only inspected once they have

been installed. Therefore, this would not allow us to be certain that the installation had been done correctly, and that there was not an increased fire risk to the building. Building Control approval on its own would therefore not be a satisfactory

- **If permission was already granted by the Council for the replacement of the windows and doors of the flat, can we agree that we will not re-charge leaseholder for these items if we replace them?**

We can confirm that we will adhere to the terms of the permission which has been granted to these leaseholders, which is to say that providing that the windows and doors were installed according to the terms of the permission, and they are still within their economic life, we would not seek to re-charge that leaseholder a proportion of the replacement of the windows and doors in the other flats in the building.

I hope that the above information is useful to you. Once again, please accept my apologies for the amount of time that it has taken for us to respond to you following the meeting.

Yours faithfully,

Mike Bester
Leasehold Services Manager
Leasehold Services Team

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**EXCERPT OF THE MINUTES OF MEETING OF CABINET HELD ON Tuesday,
10th November, 2020,6.30pm**

PRESENT:

Councillors: Joseph Ejiofor (Chair), Seema Chandwani, Charles Adje, Mark Blake, Kirsten Hearn, Emine Ibrahim, Sarah James and Matt White.

ALSO ATTENDING: Cllr Cawley – Harrison, and Cllr Morris

347. DEPUTATIONS/PETITIONS/QUESTIONS

[Cllr Chandwani left the meeting at 6.42pm]

Deputation in relation to item 9

Mr Michael Hardy and Ms Gaby Vandanberg, Haringey Leaseholders Association, addressed the Committee in relation to item 9 – Alterations Policy for Leaseholders. Mr Michael Hardy noted that leaseholders cared a lot about their properties and that they sought high standards for works carried out. In relation to consultation, he stated that he would like the policy to be reconsidered as he was not convinced that councillors had been provided with an accurate reflection of leaseholder views. He commented that there should have been more consultation and noted that, in considering the revision to this policy, there had not been a leaseholder panel or a comparison of the policies in other London Boroughs.

Mr Michael Hardy stated that the consultation letter to leaseholders, which implied that there was an inherent risk from windows in relation to fire safety, was misleading as windows did not have fire ratings and there were no fire safety regulations for windows, except for fixed panels. It was noted that there had been no indication to leaseholders that the ability to undertake their own works could result in cost savings and higher quality works. Mr Michael Hardy commented that leaseholders understood concerns about fire safety but considered that protection from fire could be retained based on the existing policy for alterations. He stated that the regulations on fire safety had not changed since 2018 and there was no evidence that doors or windows fitted by leaseholders had a role in causing or exacerbating fires.

Ms Gaby Van Den Bergh noted that the front door to her property was not secure and she did not feel safe in her home. She had applied to have her front door re-fitted in 2017 but had been directed to an incorrect form and then the policy had come under review. She outlined that locksmiths had looked at the door and it was not considered to be secure, but she had been unable to obtain a replacement and had reached an impasse. Ms Gaby Vandanberg explained that her shed had been broken into and, as she did not feel that the property was secure, had lived with others. She urged the Cabinet to reconsider the policy and explained that, if leaseholders could afford to install doors and windows in accordance with the fire safety regulations, they should have the choice to do so.

The Cabinet Member for Housing and Estate Renewal thanked leaseholders for attending the meeting and for their deputation. She noted that it was important that issues could be raised and urged residents to contact her where they felt that there had been inadequate performance or responsiveness and she would raise it directly

with Homes for Haringey. In particular, she urged Ms Gaby Vandanberg to contact her so that this issue could be resolved as soon as possible.

The Cabinet Member for Housing and Estate Renewal explained that the Council's primary concern was the safety of residents and that the decision to change the Alterations Policy for Leaseholders was not taken lightly. It was the Council's view that allowing leaseholders and their contractors to install their own windows and doors presented an increased fire risk and the Council had an overwhelming duty as a freeholder to keep all buildings and all residents safe. In relation to windows, the Cabinet Member stated that windows could make a significant contribution to the spread of fire and therefore did pose a concern in relation to fire safety.

The Cabinet Member noted that there had been a suggestion that the Council could allow leaseholders to fit their own windows and doors but could sue leaseholders where fitted items presented a risk to the building. She acknowledged that this was possible but highlighted that, following the Grenfell fire, the Council could not take risks that could lead to fire and physical harm to residents. It was added that the ability to sue would not provide any comfort and that ensuring safety was part of the Council's responsibility as the freeholder.

It was stated that, regardless of a change in policy, the Council was still responsible for the maintenance of buildings, including the windows and doors of each flat. It was noted that, if leaseholders believed that the Council was in breach of its maintenance obligations, they could make a claim of disrepair against the Council. The Cabinet Member encouraged use of this right if it was applicable. In addition, if leaseholders believed that the quality of works carried out was insufficient or that the costs were not reasonable, they could apply to the First Tier Tribunal to seek redress.

In relation to consultation, the Cabinet Member noted that all leaseholders were written to and asked to submit their views on the proposed change to the policy. It was explained that residents' views had been summarised and included in the Cabinet report. She commented that it was unclear how these views had been misrepresented but the Cabinet Member noted that residents were welcome to contact her about this. It was explained that there was not a clear majority of leaseholders in favour of the proposals and that this may not be a very popular decision but it was noted that views were fairly evenly divided between those in support, those against, and those who did not know. The Cabinet Member acknowledged that there was some opposition to this policy and stated that Homes for Haringey had not sought to avoid presenting these views.

The Cabinet Member noted that the previous policy, 'Service Improvements Initiatives for Leaseholders', had been introduced in 2008. She stated that she had not been a councillor at this point but highlighted that the current position was difficult as the risks attached to the previous policy were significant. The Cabinet Member noted that she had gauged views from other boroughs and found that they were taking a similar approach to that set out in the proposed policy; she considered that this was a more appropriate course of action. It was added that it would still be possible to have conversations about how the policy could be implemented with some options for manoeuvre and choice.

The Leader noted that deputations were not normally permitted to ask additional questions but stated that, without setting a precedent, the deputation could ask an additional question. Ms Gaby Vandenberg noted that, during the past two years, she had been unable to have a secure door fitted. She accepted the fire safety issues in principle but explained that, if she purchased a door, she could be assured that it was secure and fire safe. She stated that her front door was not safe against burglary and she did not believe it was safe against fire. Ms Gaby Van Den Bergh noted that it was possible to get repairs but that, as the door had been replaced within the last 10 years, she was not permitted to have or to purchase a replacement. She enquired what would be done about people in her position who felt unsafe, particularly vulnerable people.

The Cabinet Member noted that these were legitimate questions about Homes for Haringey's responsiveness and ability to resolve situations and she asked Sean McLaughlin, Managing Director Homes for Haringey, to respond. The Managing Director for Homes for Haringey stated that he was not familiar with this individual case but would be happy to investigate the details. In relation to doors in general, he noted that this was one of the reasons for the change in the policy. It was explained that front doors needed to be fire resistant and that it was very difficult to obtain certifications, across the industry, that new doors met the required standards. It was added that the industry was not regulating to a sufficiently high standard and that Haringey Council and Homes for Haringey had commissioned their own tests to ensure that doors were acceptable.

The Leader thanked the deputation for attending and presenting their views.

348. ALTERATIONS POLICY FOR LEASEHOLDERS

[Cllr Chandwani remained absent for the duration of this item.]

The Cabinet Member for Housing and Estate Renewal introduced the report which sought to ensure that the Council fulfilled its obligations as a 'responsible landlord' in accordance with current legislation and, by removing the permission that allowed leaseholders to procure and install their own windows and doors, sought to take the necessary fire precautions to ensure safety was not compromised. It was noted that some of the information had been covered in the deputation under item 8.

The Cabinet Member outlined that the alterations policy for leaseholders would provide clear guidance on the different categories of work within and outside their homes for which the Council's consent would be required. The implementation of the policy would ensure that external installations adhered to the current regulatory standards and did not compromise fire safety. This would ensure that leaseholders and other residents would be safe in their homes. It was noted that the policy would also provide clear guidance on fees for leaseholders so that they could make fully informed decisions before deciding to undertake alterations to their homes.

The Leader enquired whether this change in policy would mean that Haringey was taking a different approach to other councils or whether this would bring Haringey in line with other councils. The Cabinet Member explained that, where a policy allowed leaseholders to replace windows and doors, it was difficult to understand and regulate works. The Cabinet Member clarified that there was no suggestion that leaseholders were more likely to undertake non-compliant work but highlighted that it

would only take one piece of non-compliant work to cause harm. She added that she had spoken to some other London Boroughs and that their policies were broadly similar to the current proposal.

Sean McLaughlin, Managing Director (Homes for Haringey), noted that there was a range of policies across London Boroughs but that, on issues such as alterations and use of communal areas, many authorities were seeking increased restrictions and enforcement. It was explained that the new policy was not just based on comparing practice between boroughs but on advice from the London Fire Brigade and feedback from fires. In relation to front doors, practice could depend on the status of an individual Council's replacement and fitting programme and which doors they were permitted to fit. It was explained that, under Building Regulations, existing doors were held to the standard that applied when they were fitted but newly fitted doors were required to comply with new standards. So, although there were some differences between councils, most councils were seeking higher standards and a tougher enforcement approach.

The Cabinet Member noted that there were some variations between boroughs; she had spoken to one borough which had never permitted leaseholders to fit their own windows but did permit leaseholders to test a door and ask the council to fit it. However, she highlighted that some installations, including safety grilles on windows and security doors, could put residents at risk as they made it difficult or impossible for the London Fire Brigade to enter properties in emergencies. It was noted that there was a broad approach across London to prevent these types of installations. The Cabinet Member stated that it was the Council's responsibility to recognise if residents did not feel safe and to increase assurance and other work to ensure that the doors fitted were safe and that there were other, broader safety measures in place.

Cllr Cawley-Harrison highlighted two cases in his ward where works by Homes for Haringey had been poor quality or had never been undertaken. He enquired how residents could be assured that the standard of works was sufficient and that they were receiving a fair price when there was one provider for works. The Cabinet Member noted that it was important to receive feedback on works and for councillors to raise these issues; she stated that she raised constant challenges on these types of issues and she was sure that other councillors did the same, particularly councillors who sat on the Homes for Haringey Board. It was commented that, when issues arose, there were avenues to provide constant challenge on quality. The Cabinet Member acknowledged the merits of the open market but stated that this did not always ensure the highest quality of materials or works.

The Managing Director (Homes for Haringey) noted that he would not comment on the individual cases mentioned as he would need to look into the issues but he acknowledged some deficiencies in works and standards over time and that the levels of complaints were higher than he would like. It was explained that a number of actions were underway to make improvements and from the Council side there had been support to do this. The Council was strengthening the team that oversaw the relationship between the Council and Homes for Haringey with increased expertise in buildings and in property services to provide appropriate challenge and support. It was stated that on the Homes for Haringey Board there was an

independent board member who had responsibility for building safety for large housing associations and was chairing a group on compliance with safety standards in homes.

In addition, Homes for Haringey had their own health and safety board and on membership there was representation from the British Safety Council to ensure a level of independent assurance. The Council were funding growth in the management of property services and this week there would be recruitment to a new Executive Director for Property Service's for Homes for Haringey. Also, later in the month, there would a new post of Director of Building Compliance . There had already been recruitment to a building safety manager position that will enable Homes for 'Haringey to meet the incoming regulations for high rise blocks.

With regards to costs, the Managing Director (Homes for Haringey) stated that he was not convinced that it was possible to get the very high safety and quality standards applied by Homes for Haringey elsewhere. He added that leaseholders could apply to the First Tier Tribunal for redress if costs were not felt reasonable. Homes for Haringey would always need to demonstrate that their costs were reasonable.

In relation to front doors, it was noted that weaknesses had been identified in the self-regulation of the industry and there had been some delays in replacement works as it had been difficult to find doors that were completely satisfactory and met the 30 minutes burns test that should be applied. It was explained that the Council were supporting Homes for Haringey to commission their own burn tests on doors and the Director was awaiting the results of this.

The Managing Director for Homes for Haringey outlined that, legally or ethically, they could not proceed with replacement works on the basis of assurance from the industry when there was reason to believe that this should be doubted.

RESOLVED

1. To approve the revised 'Alterations Policy for Leaseholders' regarding the improvement works that leaseholders are permitted to make to their property as set out in appendix 1 of the policy.
2. To approve the introduction of a requirement that, where a leaseholder's external windows and doors need to be changed, all such installations are to be carried out by the Council and its approved contractors.
3. To approve the fee structure detailed in paragraphs 6.13, 6.16 and appendix 1 of the policy which will be subject to an annual review.
4. To note the process for deciding whether landlord consent can be granted as detailed in paragraphs 6.6 to 6.12 and appendix 1 of the policy.

Reason for decision

The recommendations in section 3 are being proposed to ensure there is a clear and transparent process in place for allowing leaseholders to improve their properties. In providing consent, the Council will give consideration to the effect works may have

on the structural integrity of Council owned buildings and the possible impact of these works on other tenants and leaseholders.

The recommendations also seek to ensure that all external installations have been manufactured and fitted correctly, in accordance with current regulatory standards and do not compromise fire safety. This is because the Council, as landlord, is ultimately responsible for the health and safety of all residents within Council owned buildings.

The recommendation also seeks to provide leaseholders with clarity on the fees payable for obtaining landlord's permission for alterations to their home.

Alternative options considered

The only alternative option was to continue with the existing 'Alterations Policy for Leaseholders' which was not feasible due to the Housing Health and Safety Rating System Regulations 2005 conferring powers on local authorities to ensure fire safety in occupied buildings. It is ultimately the Council's responsibility to have robust processes in place to ensure doors and windows are installed to current regulatory standards in the event of a fire.

END.

'CALL IN' OF DECISIONS OF THE CABINET

This form is to be used for the 'calling in' of decisions of the above bodies, in accordance with the procedure set out in Part 4 Section H.2 of the Constitution.

TITLE OF MEETING	Cabinet
DATE OF MEETING	10 th November 2020
MINUTE No. AND TITLE OF ITEM	9. Alterations policy for leaseholders

1. Reason for Call-In/Is it claimed to be outside the policy or budget framework?

a)

Given the paramount importance of the safety of leaseholders and tenants, we are concerned that this decision is counter to that objective. Para 6.4 of the report notes that officers had observed potentially hazardous alterations. However, there is no attempt to establish, or evidence provided in the report, that external installations carried out by Homes for Haringey (HfH) are more likely to be manufactured and fitted correctly and less likely to compromise fire safety than those done by a contractor chosen by a leaseholder.

During the 10th November meeting, both Ms Van Den Bergh and Cllr Cawley-Harrison noted cases of doors and windows installed by HfH having safety issues. Concerns were also raised during the meeting about cases where, following unsafe work, no follow up inspections took place to review the work, and when residents raised the failings with local ward councillors having already done so to HfH without remedial action, works to rectify outstanding problems was not carried out for over 12 months. Furthermore, the Managing Director of Homes for Haringey stated during the Cabinet meeting that the number of complaints made by residents following works carried out by HfH was *"higher than we would want it to be"*.

Therefore, it appears untenable to assume that the work being done by HfH in and of itself guarantees its safety.

b)

Given the issues raised in point a), we believe that until HfH is able to improve on its processes, has sufficient quality control in terms of an independent building control sign-off process, and can evidence that all work is being carried out to a standard required for the safety of residents, that this decision will not positively contribute towards the discharge of the Council's legal responsibility to ensure it has robust processes in place to ensure doors and windows are installed to current regulatory standards in the event of a fire.

c)

Given the position in Appendix 3 of the proposed revised "Alterations Policy for Leaseholders" that *"[i]t is not appropriate for independent contractors to carry out alterations to our buildings"*, it is necessary to consider the impact of mandating that leaseholders rely on a monopoly supplier, and the impact this may have on the cost and quality of work they can expect. We do not consider that their right to appeal unreasonable costs to the First Tier Tribunal provides this, as this is an inherently confrontational and technical process and many leaseholders may be reluctant to engage with it.

2. Variation of Action Proposed

a)

This decision going to Overview and Scrutiny Committee will provide a chance for fresh evidence about the relative safety of HfH and open market installations of doors and windows to be presented. If such evidence is not forthcoming, then the existing 'Alterations Police for Leaseholders' should remain in place.

b)

Fresh provisions should be made to guarantee the cost and quality of work on leaseholder properties does not fall below the standard they could have obtained on the open market and which is not dependent on them taking cases to the First Tier Tribunal.

c)

HfH to set out an additional QA process that includes an independent building control survey of the installation of doors and windows following the completion of the works and closure of the job in the works list, or instances where the job is not marked as completed, within 5 working days of any replacement or installation works carried out, irrespective of if the work is carried out by HfH or an external contractor, to ensure the work meets the safety standards expected by the Council, and for this report to be sent to the leaseholder of the property without request.


d)

HfH to offer a market comparison document with all S20 notices, or notices of works to leaseholders comparing their costs (presented as a complete, itemised breakdown) with alternative suppliers that may have been available on the open-market as is now standard practise in other industries such as utilities.

Signed:

Councillor:  Dawn Barnes

Countersigned:

1. Councillor:  Luke Cawley-Harrison

2. Councillor:  Tammy Palmer

3. Councillor:  Nick da Costa

4. Councillor:  Julia Ogiehor

Date Submitted: 20th November 2020

Date Received :

(to be completed by the Democratic Services Manager)

Notes:

1. Please send this completed form by email :
Ayshe Simsek (on behalf of the Proper Officer)
Democratic Services and Scrutiny Manager
Tel: 8489 2929

This form must be received by the Democratic Services and Scrutiny Manager by 10.00 a.m. on the fifth working day following publication of the minutes.

2. The proper officer will forward all timely and proper call-in requests to the Chair of the Overview and Scrutiny Committee and notify the decision taker and the relevant Director.
3. A decision will be implemented after the expiry of ten working days following the Chair of Overview and Scrutiny Committee's receipt of a call-in request, unless a meeting of the Overview and Scrutiny Committee takes place during the 10 day period.
4. If a call-in request claims that a decision is contrary to the policy or budget framework, the Proper Officer will forward the call-in requests to the Monitoring Officer and /or Chief Financial Officer for a report to be prepared for the Overview and Scrutiny Committee advising whether the decision does fall outside the policy or budget framework.

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Report for: Special Overview and Scrutiny Committee, 1 December 2020

Title: Call-In of a decision taken by Cabinet on 10 November 2020 to approve the Alterations Policy for Leaseholders

Report authorised by: David Joyce, Director for Housing, Regeneration and Planning

Lead Officer: Robbie Erbmann, Assistant Director for Housing

Ward(s) affected: All

**Report for Key/
Non-Key Decision:** Key Decision

1. Describe the issue under consideration

1.1. On 10 November 2020 Cabinet agreed the following recommendations contained in a report presented to them:-

1.1.1. To approve the revised 'Alterations Policy for Leaseholders' regarding the improvement works that leaseholders are permitted to make to their property as set out in appendix 1¹ of the policy.

1.1.2. To approve the introduction of a requirement that, where a leaseholder's external windows and doors need to be changed, all such installations are to be carried out by the Council and its approved contractors.

1.1.3. To approve the fee structure detailed in paragraphs 6.13, 6.16 of the report² presented to Cabinet and appendix 1 of the policy which will be subject to an annual review.

1.1.4. To note the process for deciding whether landlord consent can be granted as detailed in paragraphs 6.6 to 6.12 of the report presented to Cabinet and appendix 1 of the policy.

1.2. Following a Call-In of that decision made in accordance with Council procedures, this report provides further information to support the Overview and Scrutiny Committee's (OSC) consideration of the issues raised in the Call-In.

2. Cabinet Member Introduction

2.1. My introduction to the original report considered by Cabinet on 10 November 2020 sets out the case for that decision. This report deals with the specific

¹ Now shown as appendix 4.

² Now shown as appendix 1.

points raised in the Call-In. The safety of residents, both leaseholders and tenants is of paramount importance and guides this decision. I believe that I have a duty to be guided by the safety considerations that have been brought to my attention and the accountability considerations highlighted in order to ensure that as a landlord and freeholder we take all possible steps to protect the safety of all residents in these buildings. This involves for me all reasonable steps to prevent alterations undermining the safety of residents. I confirm my view that nothing raised in the Call-In or set out in this report changes my view that the decision taken on 10 November 2020 was the correct one.

3. Recommendation

- 3.1. It is recommended that the Committee takes into account the information in this report when considering its decision on this matter.

4. Reasons for decision

- 4.1. Not applicable.

5. Alternative options considered

- 5.1. Not applicable.

6. The Decision and the Call-In

- 6.1. On 10 November 2020, Cabinet approved the recommendations set out in the report entitled: 'Alterations Policy for Leaseholders'. The decision and the report are available on the Council's website, are shown as appendix 1 in section 16 below.
- 6.2. Following the issuing of the draft minutes for the Cabinet meeting, a Call-In of that decision was received and validated, in line with agreed Council procedures. Accordingly, the matter is now to be considered by the Overview and Scrutiny Committee. Sections 7-13 of this report describes and responds to each of the reasons given for the Call-In.

7. Call-In issue a):

Given the paramount importance of the safety of leaseholders and tenants, we are concerned that this decision is counter to that objective. Para 6.4 of the report notes that officers had observed potentially hazardous alterations. However, there is no attempt to establish, or evidence provided in the report, that external installations carried out by Homes for Haringey (HfH) are more likely to be manufactured and fitted correctly and less likely to compromise fire safety than those done by a contractor chosen by a leaseholder.

During the 10th November meeting, both Ms Van Den Bergh and Cllr Cawley-Harrison noted cases of doors and windows installed by HfH having safety issues. Concerns were also raised during the meeting about cases where, following unsafe work, no follow up inspections took place to review the work, and when residents raised the failings with local ward

councillors having already done so to HfH without remedial action, works to rectify outstanding problems was not carried out for over 12 months. Furthermore, the Managing Director of Homes for Haringey stated during the Cabinet meeting that the number of complaints made by residents following works carried out by HfH was “higher than we would want it to be”.

Therefore, it appears untenable to assume that the work being done by HfH in and of itself guarantees its safety.

- 7.1. The Council’s decision to propose changes to our existing policy was directly related to the wider actions we are taking to mitigate the potential risk of fires within our buildings. This is an approach that all Councils were required to consider following new government guidance in the aftermath of the Grenfell Tower fire tragedy.
- 7.2. The Council’s view is that the best way to ensure the safety of our buildings and residents is through making sure that only approved contractors, directly overseen by the Council or its agents, carry out works that are our responsibility, under the terms of the lease.
- 7.3. No work carried out to the fabric of the building guarantees absolute safety by itself. All elements of the building need to work together to support the fire and structural safety of those living within it. Through HfH’s nominated contractors doing this work, there is a mechanism to hold the Arms Length Management Organisation (ALMO) to account. In addition, HfH’s contractual relationship with their contractors, makes the remedy and rectification of problems easier.
- 7.4. All works carried out by the Council’s contractors will have an official handover certificate. Following handover, an inspection of the works will be carried out by a qualified Clerk of Works, to ensure all works meet the required building standard. Each property will have received the required FENSA certificate³ and where applicable, the relevant fire safety certificate. This information is stored within the asset data on each dwelling, enabling any future maintenance to be carried out on each element without voiding the safety measures installed during the manufacturing of each unit.
- 7.5. The Council accepts that there may be cases where leaseholders have previously installed windows and doors to a higher standard than those installed by the Council’s nominated contractors. However, there is a lack of consistency in the current approach. This means there is no easy mechanism for holding individual leaseholders to account, if the fixtures they install are substandard or for the Council to rectify any poor or unsafe work.
- 7.6. Under the new policy, the Council will continue to have a repairing responsibility for the windows and doors of each flat. If a repair is required to a door or window that has been installed by a Council nominated contractor, this should be reported in the first instance to the Council’s customer contact centre, where staff will advise the leaseholder of our repair responsibilities relating to these

³ This provides assurance that the installer who fitted your windows or doors has complied with Building Regulations.

fixtures. Such repairs will be carried out under the same process as other communal works required within Council owned blocks.

- 7.7. It is not possible to comment on individual cases of alleged poor quality work because the details have not been provided, but HfH and the Council acknowledge some deficiencies in works and standards over time and that the levels of complaints have been higher than we would like.
- 7.8. HfH has advised they do not have a record of receiving any member enquiries from Councillor Cawley-Harrison regarding the standard of major works since the current administration was elected.

8. Call-In issue b)

Given the issues raised in point a), we believe that until HfH is able to improve on its processes, has sufficient quality control in terms of an independent building control sign-off process, and can evidence that all work is being carried out to a standard required for the safety of residents, that this decision will not positively contribute towards the discharge of the Council's legal responsibility to ensure it has robust processes in place to ensure doors and windows are installed to current regulatory standards in the event of a fire.

- 8.1. The Council and HfH are acutely aware of the need to guarantee the safety of residents in their homes. For this reason, HfH's Property Services team require that any future Front Entrance Door (FED) installations will be carried out by only by using the timber fire doors with primary test certification, confirming their compliance to the current legislation and standards. Furthermore, these doors will only be installed by a certified installer with a third-party accreditation.
- 8.2. All work will be inspected and delivered to the set standard of building control regulations. Any work that fails to meet the industry requirements, will not be signed off by the Clerk of Works and the contractor will be notified of the failure and instructed to return. No work will be financially completed without all the associated certification, including the Clerk of Work's sign off report.
- 8.3. HfH is in the process of enhancing their Property Services team. This includes the recruitment to the permanent post of Executive Director of Property Services. In addition, they are recruiting to the new post of Director of Building Compliance. HfH has also recruited to the Building Safety Manager position that will enable the Council to meet the requirements of the upcoming changes related to Building Safety Bill and Fire Safety Bill. The new team members within HfH will enhance the mechanisms and processes for ensuring the safety of all residents in Council-owned homes and buildings.
- 8.4. In addition to the above posts, there will be greater scrutiny of the work of HfH's Property Services team by the Council's Housing Service. This will be reflected by the recruitment of two new interim ALMO Client Manager posts and these will focus on HfH's capital major works programmes, as well as building safety and property compliance. These roles will incorporate monitoring HfH's processes and delivery within the key areas of the ALMO's business and the

enhancement of quality control mechanisms. They will also provide appropriate challenge and support, as necessary.

- 8.5. HfH has their own Health and Safety Board, with one of the external attendees a representative from the British Safety Council. A function of the Board is to review recurring problems revealed by safety audits and inspections.
- 8.6. HfH has established a combined Fire Risk and Property Compliance Board, chaired by the HfH Managing Director and attended by representatives from the Council. These meetings take place monthly and enable greater strategic oversight and focus on all aspects of compliance.
- 8.7. A Compliance Task and Finish Group, a sub-group of the HfH Board, has been established. This Group is chaired by an independent board member who makes sure the Group adheres to its primary role to provide oversight and scrutiny of HfH's plans to improve property related statutory and regulatory compliance.

9. Call-In issue c)

Given the position in Appendix 3 of the proposed revised "Alterations Policy for Leaseholders" that "[i]t is not appropriate for independent contractors to carry out alterations to our buildings", it is necessary to consider the impact of mandating that leaseholders rely on a monopoly supplier, and the impact this may have on the cost and quality of work they can expect. We do not consider that their right to appeal unreasonable costs to the First Tier Tribunal provides this, as this is an inherently confrontational and technical process and many leaseholders may be reluctant to engage with it.

- 9.1 To re-iterate the point raised in 7.2, we feel the best way to ensure our buildings and residents are not put at risk, is by making sure that only approved contractors, directly overseen by the Council or its agents, should carry out works that are our responsibility, under the terms of the lease.
- 9.2. The procurement of all the Council's nominated contractors is by undertaking a compliant competitive process in accordance with HfH/the Council's policies and procedures.
- 9.3. In the event that a leaseholder believes that the quality of the works carried out by the Council is not sufficient, or that the costs are not reasonable, they have the right to make an application to the First Tier Tribunal to seek redress. The tribunal's practice and procedure are governed by their 'overriding objective', which is to make sure they deal with cases fairly.

10. Variation of action proposed

This decision going to Overview and Scrutiny Committee will provide a chance for fresh evidence about the relative safety of HfH and open market installations of doors and windows to be presented. If such evidence is not forthcoming, then the existing 'Alterations Police for Leaseholders' should remain in place.

10.1. There has been extensive engagement with leaseholders, prior to the revised policy being presented for Cabinet approval on 10 November 2020. Haringey Council undertook consultation between 24 February 2020 and 20 March 2020 and further consultation in July 2020. This included:-

- A letter dated 24 February 2020 was sent to all leaseholders which outlined the proposed changes.
- This correspondence incorporated a proposal that where a leaseholder wishes to replace the external windows and doors of their property, all such installations are to be carried out by the Council and its approved contractors.
- All leaseholders were invited to submit their responses and comments to the Homes for Haringey Leasehold Services team by 20 March 2020.
- Homes for Haringey wrote to all leaseholders on 26 June 2020 to invite them to attend one of three online meetings, that were held at the following times: 10.00am on 6 July 2020, 2.00pm on 7 July 2020 and 6.00pm on 9 July 2020.
- These meetings gave those leaseholders who attended, the opportunity to comment on the proposals that had been developed following the consultation.
- All attendees who attended the above sessions received a summary of the meetings, on 14 August 2020.

10.2. Following Cabinet's approval of the policy change at their meeting on 10 November 2020, there are no plans to undertake further consultation on this matter.

10.3. To re-iterate the point raised in 9.2, the procurement of all the Council's nominated contractors is by undertaking a compliant competitive process in accordance with HfH/the Council's policies and procedures.

10.4. In addition, by aligning the stock throughout the borough, the Council can ensure that all windows and doors are serviceable during cyclical maintenance programmes. This will allow us to extend the life span of each unit while ensuring the safety functions remain fully operational.

11. Variation of action proposed

Fresh provisions should be made to guarantee the cost and quality of work on leaseholder properties does not fall below the standard they could have obtained on the open market and which is not dependent on them taking cases to the First Tier Tribunal.

11.1. When the Council intends to enter into a contract where a leaseholder is required to contribute more than £250.00 for works that are carried out to the building, (including the windows and entrance doors) and this incorporates their property, we are required to consult with leaseholders. The Council must have regard to their comments before entering into such a contract.

11.2. The First-Tier Tribunal is required to consider that not only the quality, but the costs of the works are reasonable. The Tribunal is required to consider all

legitimate costs in relation to the works to the building and not just the costs to an individual property. For example, a ground floor property may not require scaffolding to install new windows where the upper floors would. This means that the cost of the scaffolding should be included when considering the contribution from leaseholders of ground floor flats. This approach is consistent with the lease agreement.

- 11.3. If a leaseholder has concerns regarding the cost or quality of any works, this should be initially raised with HfH to see if they are able to resolve these. It is only when HfH is unable to reach an agreement that the leaseholder, or HfH (on behalf of the Council), has the right to make an application to the First-Tier Tribunal to seek a determination of the leaseholder's liability.

12. Variation of action proposed

HfH to set out an additional QA process that includes an independent building control survey of the installation of doors and windows following the completion of the works and closure of the job in the works list, or instances where the job is not marked as completed, within 5 working days of any replacement or installation works carried out, irrespective of if the work is carried out by HfH or an external contractor, to ensure the work meets the safety standards expected by the Council, and for this report to be sent to the leaseholder of the property without request.

- 12.1. The Council can issue the complete handover certificate to leaseholders, although five working days will not allow sufficient time to process entire blocks. Following completion of all works within each building, the Council can supply leaseholders with copies of all certification relating to the dwelling.

13. Variation of action proposed

HfH to offer a market comparison document with all S20 notices, or notices of works to leaseholders comparing their costs (presented as a complete, itemised breakdown) with alternative suppliers that may have been available on the open-market as is now standard practise in other industries such as utilities.

- 13.1. The consultation requirements under Section 20 of the Landlord and Tenant Act 1985 (as amended) are detailed in the Service Charges (Consultation Requirements) (England) Regulations 2003. Such consultation requires that the landlord has regard to any comments made by a leaseholder in relation to the proposed works. This allows for the leaseholder to make observations in relation to the cost of the works and provide evidence to support their view.
- 13.2. In addition, as part of the Section 20 requirements, unless the work is to be carried out by a contractor appointed under a Qualifying Long Term Agreement (which is itself subject to statutory consultation) or has been procured under EU procurement regulations requiring public notice, leaseholders may nominate suppliers. The process itself provides an opportunity for leaseholder-nominated suppliers to bid for the works. The Cabinet award report would outline the bids received in the exempt section, due to the requirement not to disclose commercially sensitive information.

14. Contribution to strategic outcomes

14.1. The contribution of the decision regarding strategic outcomes was set out in the report to Cabinet on 10 November 2020.

15. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Chief Finance Officer

15.1. The Director of Finance & Section 151 Officer has been consulted in the preparation of this report.

15.2. The financial implication of the decision taken by Cabinet were highlighted in the 10th November 2020 Cabinet report.

Strategic Procurement

15.3. Strategic Procurement notes the contents of this report. The Call In primarily relates to a policy decision; therefore, Procurement comments are not applicable as this sits outside of the Procurement Contract Regulations and HfH's Contract Standing Orders.

15.4. Strategic Procurement confirms procurements relating works stated in this report are subject to a competitive tendering process in accordance with the Public Contract Regulations, the Councils Contract Standing Orders and Section 20 requirements (where applicable).

Assistant Director of Corporate Governance

15.5. The Assistant Director for Corporate Governance has been consulted in the drafting of this report.

15.5.1. The relationship between the Council and the leaseholders is governed by the lease. Right to buy ("RtB") leases are granted in accordance with the provisions contained in the Housing Act 1985.

15.5.2. While there have been variations in the form of the standard RtB lease from time to time, the standard form has always excluded both the structural and exterior parts and the windows and external doors – the entrance doors – from the definition of the Flat.

15.5.3. The Council is responsible under the terms of the standard RtB lease to keep in repair the structure and exterior of the buildings of which the Flats form part (including windows and external doors, other than the window glass). While it is open to the Council to seek remedies over against a leaseholder as a result of whose actions doors or windows fall into disrepair and/or who create a danger to other residents, the repair responsibility is not one that it is entitled to delegate to individual leaseholders.

- 15.5.4. The standard RtB lease has always included a provision preventing leaseholders carrying out alterations to the Flat without written consent.
- 15.5.5. The effect of these provisions is - so far as relevant to the issues raised in the call-in relating to replacement windows and external doors:-
- (a) The Council – not the individual leaseholder - is responsible to the residents in any building for repair of the windows and external doors installed in any given flat.
- (b) The leaseholder has no right to alter the structural or exterior parts or the windows or external doors of the Flat, all of which remain the Council's property.
- (c) The leaseholder's right to alter non-structural parts is subject to the Council's consent, which must not unreasonably be withheld.
- 15.5.6. By concession, the Council has hitherto permitted alterations to windows and external doors subject to conditions. The proposed policy withdraws that concession for the reasons set out in this report and the report before Cabinet 10 November 2020.
- 15.5.7. Further legal comment appears in the body of the report.

Equalities

- 15.6. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:-
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.
 - Advance equality of opportunity between people who share those protected characteristics and people who do not.
 - Foster good relations between people who share those characteristics and people who do not.
- 15.7. The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 15.8. This call-in relates to the proposed decision is to approve the revised 'Alterations Policy for Leaseholders' regarding the improvement works that leaseholders are permitted to make to their property, introducing a requirement that, where leaseholders wish to install new external windows and doors, all such installations are to be carried out by the Council and its approved contractors. The objective of this decision is to ensure the health and safety of tenants and leaseholders living in Council properties.
- 15.9. As indicated in the original Cabinet report, the profile of tenants and leaseholders in Council properties is such that women, individuals over 45 years old, BAME communities, and individuals with disabilities are likely to be

overrepresented among those affected by the decision. As the decision represents a step to ensure the health and safety of tenants and leaseholders, it can be expected to have a positive impact for residents who share the protected characteristics of sex, age, race/ethnicity, and disability.

15.10. Leaseholders have been engaged on the proposed decision, with reasonable adjustments made to ensure that all leaseholders were able to participate. There is no indication that any objections to the proposed decision arise from concern regarding the Council's public sector equality duty.

16. Use of Appendices

- Appendix 1: Cabinet report dated 10 November 2020
- Appendix 2: Published draft minutes of the Cabinet meeting on 10 November 2020.
- Appendix 3: Call-In request.
- Appendix 4: Alterations Policy for Leaseholders.

17. Local Government (Access to Information) Act 1985

17.1 Not applicable.