

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