



Homes for Haringey

**Leasehold Services Team**

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24 February 2020

Dear Leaseholder,

**Leasehold Property:**

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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](mailto: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.