



Homes for Haringey

Leasehold Services Team

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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,