

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.	-	-	-	-	-	-

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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	-	-

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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