



**Haringey** Council

Report for:	Cabinet – 12 June 2012	Item number	
Title:	Alterations policy for leaseholders <i>Mun Thong Phung</i>		
Report authorised by :	Mun Thong Phung Director of Adult and Housing Services		
Lead Officer:	Phil Harris Deputy Director for Community Housing Services		
Ward(s) affected:  'All'	Report for Key Decision:  Ward(s) affected: 'All'		

**1. Describe the issue under consideration**

1.1. Tenants and leaseholders of council properties require permission from Haringey Council as their landlord before they can carry out any alterations or improvements that will affect the outside or the internal structure of their properties. It has been agreed by the various departments of the Council and Homes for Haringey to put in place a formal policy for the issue of landlord consent for the various types of work involved for leaseholders.

**2. Cabinet Member Introduction (Councillor Bevan)**

In common with other social landlords the Council has always sought to prevent unauthorised alterations and improvements which can cause problems both internally and externally in its buildings and to other residents. However the Council / Homes for Haringey has become aware that there is an increasing number of such unauthorised alterations. To prevent this from continuing a more systematic and revised approach has become necessary.

Hence this paper proposes a new and more systematic policy for the Council following a review of the necessary criteria which has been led by the Council's Community Housing Service working closely with Homes for Haringey. The outcome of this review has produced clearer definitions of the different types of alterations and the criteria for authorising them as described below:

- a. **Legal background** – a summary of the main powers which the Council has in these matters – please see paragraphs 5 and 6.
- b. **Main criteria for approving alterations** – work has been carried out on defining them clearly – see paragraph 7.1. and appendix 1
- c. **Types of work requiring landlord permission** – a comprehensive list has been compiled of the various different types of alterations that leaseholders may think of doing and which require landlord consent – see paragraph 7.2 and appendix 2
- d. **Work agreed in principle.** Where the Council is prepared to grant landlord consent it must still receive assurance that the work is carried out properly – the relevant criteria are given in paragraph 7.3
- e. **Retrospective permission** – the Council will grant consent to leaseholders for alterations which have been carried out without authorisation but which meet the necessary criteria – see paragraph 7.4
- f. **Landlord consent** – specific levels of authorisation and the corresponding charges have been drawn up – see paragraph 8
- g. **Premium for major work.** Where the Council is able to consent to major work which is considered to result in damage to or a diminution in value of property in the building then a premium will continue to be payable – paragraph 9 explains the basis for this policy

Members are asked to agree the recommendations. These will implement the new policy. It will facilitate higher standards relating to the management of the buildings and also provide the basis for clearer information about the Council's policy to leaseholders.

### 3. Recommendations

Cabinet is asked to agree the following proposals contained in this report:

- i. definitive statement of the Council's policy criteria relating to the alterations that leaseholders can be allowed to make to their council properties
- ii. provision of the main requirements for deciding whether landlord consent can be granted for proposed alterations – appendix 1
- iii. classification of the different types of alterations for which leaseholders apply for landlord's consent and the appropriate level of authorisation required – appendix 2
- iv. clarification of the appropriate category of landlord consent for the various classes of work. The categories are as follows:
  - a. Letter of Consent
  - b. Licence
  - c. Variation of the lease
- v. authorisation of the appropriate fee structure in relation to iv above
- vi. the basis for the premium (capital charge) payable by a leaseholder for major alterations which are judged to result in damage to or a diminution in value of property in the building.

#### **4. The Council's policy on alterations and improvements**

As a general rule Haringey Council does not wish to place any obstacles in the way of leaseholders who would like to improve their properties, since it recognises that this type of work can make a substantial contribution to their quality of life.

However consideration also has to be given in some cases to the effect of the planned work on the structure of the building and the possible impact on other residents. The aesthetics of any alterations also need to be carefully assessed in order to maintain the uniform appearance of the building. In addition, matters relating to the overall quality of home design are also very important.

The Council has already put in place a procedure for granting permission to leaseholders, where it can agree to them installing their own windows and doors (please see Cabinet minutes in relation to the 15 July 2008). Hence this matter is not covered in this report.

#### **5. The legal requirements with respect to landlord permission**

The main legal considerations are as follows

##### **5.1. The lease**

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 he or she may wish to carry out inside their flat or to the exterior of the building. However, no part of the exterior of the building is part of the leasehold property, though there may be an individual garden where this is specified in the lease.

#### **5.2. Statutory - leaseholders**

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 gives the landlord considerable discretion in these matters.

#### **5.3. Reasonable grounds for refusing consent.**

The Council will normally not consider some types of alterations, such as the subdivision of flats, extensions and conservatories in blocks of flats or security grilles for both windows and doors. More details are given in appendix 1.

### **6. Landlord consent and Planning Permission**

Both the resident and the landlord must be aware of the requirements arising from these. They are quite different:

**6.1. Landlord consent** must be granted before anything else. It takes account of the requirements for the management of the building and the various criteria listed in paragraph 7.1 below. The work required in processing applications is dealt with by Homes for Haringey and the Council's Housing Department.

**6.2. Planning Permission** is subject to the planning laws and regulations (including the Building Regulations). It is dealt with by the Council's Planning Department – they send copies of all planning applications relating to council housing to the Home Ownership Team so these can be checked to ensure that landlord permission has already been granted.

### **7. The Council's main criteria for granting landlord permission to leaseholders**

#### **7.1. Main criteria for approving alterations**

The following is a summary of the main criteria which are used in deciding whether the Council can authorise a proposed alteration. More details are provided appendix 1. These need to be considered in conjunction with the different types of work listed in appendix 2.

##### **7.1.1. Internal work**

The Council will generally grant consent for proposed alterations to the inside of the property subject to a number of important qualifications. Subdivision of a property into two flats will usually not be allowed. Bedroom size must be acceptable. A flue for a new boiler or gas fire must not cause damage to the wall. Please see appendix 1 for details.

#### **7.1.2. External, structural, safety or environmental criteria**

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

Building in the garden is not permitted (anything over 12 inches) or the placing of sheds, gazebos and so on. Any proposed alteration must not adversely affect other residents. Alterations must be aesthetically acceptable – they must fit in with the general style and appearance of the building and the estate.

Grilles over windows and doors constitute a hazard in the event of fire and so cannot be permitted. Consent for satellite dishes will not normally be granted and can only be considered if there is no TV communal reception system for the building.

#### **7.2.Types of work requiring landlord permission**

Hitherto there has been no comprehensive list of the different types of work which leaseholders may consider doing and the Council's policy regarding them. Thus in order to improve clarity a detailed list has been drawn up of the categories of work requiring landlord consent and this is provided in appendix 2.

#### **7.3 Conditions which applicants must meet before they can obtain landlord consent for work which the Council can agree in principle**

##### **7.3.1 General**

Permission cannot be granted:

- a. if the applicant has arrears of service charges, Council Tax or any other debts with the Council, without an agreement to pay
- b. if the Council is about to take or is taking action for any breach of the lease.

##### **7.3.2 Conditions for landlord consent**

If the proposed alteration is considered to be possible in principle the leaseholder must provide the following, as appropriate:

#### **Before start of work**

- a. **Planning Permission** (unlikely, but required for most types of external work)
- b. **Conservation Area requirements** – relating to doors and windows and any external work – information available from the Planning Department
- c. **Full description** of the proposed work including a diagram or plans if appropriate
- d. **Architectural plans** for structural work or reconfiguration
- e. **Structural calculations** or engineers report
- f. **Compliance with the Party Wall Act** – party wall agreement with adjacent owners if the structure of the party wall is affected
- g. **Cost estimate** for insurance revaluation in the case of major work
- h. **Fees** – payment of the necessary landlord fees in advance
- i. **Payment of a premium of 25%** (if required in relation to major work) in respect of a reasonable sum in respect of any damage or diminution in value
- j. **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
- k. **Site inspections** – pre or post work as required. These will generally be carried out by HfH Property Management

#### **After completion**

- i. **Certificates** – Building Control approval, certificates of Gas Safety, NICEIC (electrical safety) – to be provided by the leaseholder following completion of the work
- ii. **Post work inspection**, if required
- iii. **Defects or non compliance.** Any faults or issues of non compliance must be rectified at the leaseholder's own expense within 6 weeks.
- iv. **Major work** – such as a loft conversion. This will require a
- v. **Licence**  
or
- vi. **Deed of variation.**

#### **7.4 Retrospective permission**

Appendix 2 lists the various types of work which require 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. The following criteria will apply:

- i. The policy as set out above will apply in all cases and the Council will take every effort to ensure that consent is not unreasonably withheld. The Council and HfH 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 that it is to a satisfactory standard.
- v. Advice will be sought from the Legal Service regarding appropriate enforcement action in respect of any failures to comply with the Council's conditions.

### 7.5 Appeals

There is no council procedure for appealing against an application that is not approved. However the leaseholder may raise issues through the Council's Formal Complaints Procedure. Otherwise they have the right to apply to the County Court.

## 8. Authorisation

The type of authorisation in relation to leaseholders depends on the nature of the work and whether it requires changes to their lease.

### 8.1.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 properly incurred as a precondition to the granting of a licence or a consent.

### 8.2.Levels of authorisation

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

- a. **No permission required** – for instance internal decorations, repair or like for like replacement of internal fixtures and fittings

**Letter of consent** – such as the like for like replacement of bathroom and kitchen fixtures and fittings will be granted by Home for Haringey

- b. **Licence for alterations** – examples are the installation of an ensuite shower room, the removal of a chimney breast

- c. **Deed of variation** – This is for anything that alters the demise (description of the property in the 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 to the leaseholder.

### 8.3. Authorisation documents and fee structure

All work which requires a licence or deed of variation must be authorised by the Community Housing Service. The table below shows the different documents required, the issuing department and the standard charges.

In certain circumstances further charges are necessary and these are described in the notes following the table.

	Services responsible for issuing authorizing document and fee payable			
Type of approval	Home Ownership Team		Property Services	Legal Services
	Minor work	Medium /major work		
No permission required	No charge – letter sent by HOT	Not applicable	N/A	N/A
Letter of consent on behalf of the Council	£60	£144	N/A	N/A
Licence for alterations	£60	£144	£500	£750
Deed of variation	£60	£144	£500	£750

In addition to the proposed standard fees (for HOT, CPS and Legal), Homes for Haringey's Property Management Team will charge for a structural assessment of the proposals and to carry out a post inspection. The charge for this is levied at £28 per hour. In addition, the Home Ownership Team will charge £20 per hour for any significant administrative work required to resolve matters arising out of a failure by the leaseholder to undertake their responsibilities with regard to the works they carry out.

9. **The basis for a premium chargeable to leaseholders for major alterations**  
The following considerations only apply to leaseholders where the Council is able to agree to a major alteration. It will only be able to agree to this type of



alteration in exceptional circumstances. Furthermore where a premium is applicable a change in the lease will also normally be required.

#### **9.1.Compensation for damage or diminution in value of the premises.**

Section 19(2) of the Landlord and Tenant Act 1927 states that a clause requiring landlord consent for alterations is deemed to be subject to a proviso that consent is not to be unreasonably withheld but this does not prevent the landlord from requiring as a condition of such licence or consent 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.

#### **9.2. Disputed valuation**

If the leaseholder disputes the valuation as determined by Corporate Property Services then he or she 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 they choose must be a member of the Royal Institute of Chartered Surveyors and must be agreed as being properly qualified by the Head of CPS.

### **10.Consultation with leaseholders**

The subject was discussed at five recent meetings of the Leasehold Panel (July, November, December 2011, February and May 2012). Leaseholders expressed a variety of opinions:

- a. Monitoring of internal work was very necessary because leakages from poor quality refurbishment work to bathrooms, showers and kitchens can cause major inconvenience to other residents.
- b. Action to prevent inadequate sound insulation in respect of laminate flooring is in the interests of all residents because it can seriously affect other flats.
- c. The installation of individual satellite dishes by residents (without landlord permission) detracts from the appearance of the building and they are sometimes placed too close to adjacent flats.
- d. Some felt that the charges for major alterations appeared to be significantly higher than other boroughs and they suggested that more details should be provided of how they were calculated otherwise they could deter leaseholders from seeking landlord consent.

Generally members of the Panel were in favour of the Council maintaining proper standards for individual alterations and improvements since they recognised that this was to the benefit of all residents and generally helps to enhance the quality of the building and the estate.

## **11. Comments of the Chief Financial Officer and Financial Implications**

- 11.1 The Landlord and Tenant Act allows the Council as Landlord to levy a charge to leaseholders who apply for a license or consent to make alterations to their properties. The income from these charges will be used to cover the cost of services provided by officers within Property Services, Legal Services and teams within Homes for Haringey. The fee structure is set out in paragraph 8.3 and the Landlord and Tenant Act requires these charges to be set at a reasonable amount to cover costs.
- 11.2 In addition to fees noted above, the Council is permitted to charge a premium to leaseholders in connection with major alterations to properties resulting in a diminution in value of the premises or neighbouring premises. Where this premium is above £10,000 it will be treated as a capital receipt that can be wholly usable to finance capital expenditure. If the premium is under £10,000 then the receipt can be treated as revenue income allowing its use to finance revenue or capital expenditure.

## **12. Head of Legal Services and Legal Implications**

- 12.1 It is noted in Paragraph 9.1 that it will be part of council policy to charge a premium where there is damage to or diminution in the value of the property. Paragraph 9.1 refers to Section 19 ( 2 ) of the Landlord & Tenant Act 1927 which allows the Landlord to charge a reasonable sum only where there is damage or diminution in value of the premises or the neighbouring premises.
- 12.2 Any Deed of Variation that is entered into will operate in law as a surrender of the existing lease and the grant of a new one. Therefore the leaseholder should not be in breach of the Lease on completion of the Deed of Variation.
- 12.3 Any reference to Planning Permission should include a reference to the building regulations wherever necessary
- 12.4 The lease currently prohibits the Tenant from "... carrying out any development as defined by the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force nor shall the Tenant cause any building or erection to be erected in the garden other than the construction of a path or patio area with a surround or wall not exceeding 305mm in height". This clause (12 in the Fifth Schedule) should be qualified in the light of this Report to provide for consent to be granted in the case of gardens in exceptional circumstances

### **13. Equalities and Community Cohesion Comments**

Not Applicable

### **14. Head of Procurement Comments**

Not Applicable

### **15. Policy Implications**

Not Applicable

### **16. Use of Appendices**

- **Appendix 1** Main criteria for approving alterations
- **Appendix 2** – Types of alterations and landlord permissions

### **17. Local Government (Access to Information) Act 1985**

Not applicable

## Appendix 1

### 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 or 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 inside 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.
- **Subdivision** – subdividing the property into more than one dwelling unit will generally not be allowed
- **Structural alterations** must not be such that they could affect the stability of the building
- **Bedroom size** – the proposed size of a bedroom must not fall below the minimum reasonable and acceptable standard
- **Bedroom position** – a bedroom must not be situated above or below a living room or kitchen of another flat
- **Overcrowding** – any alterations must not make the property likely to become overcrowded
- **New window or door openings** – the creation of a new window or doorway in the outside wall will not be allowed, except for windows or doors in approved extensions.
- **Fireplace** – creation of a new fireplace or the opening up of one that has been sealed. This will not normally be permitted 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. Alterations to the loft will only be allowed

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where they will not adversely affect the roof or be likely to cause noise in adjacent flats.

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 then it is probable that 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 which 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 an old one must be agreed beforehand by the Council. Any damage caused to the outside of the building will be repaired by the Council at full cost to the resident concerned.
- **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 and so on.** Permission can only be granted if the Council is satisfied that the main structure of the floor is capable of supporting the additional loading. 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

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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, for whatever reason. 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 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 normally grant consent to the leaseholder of a flat in a block of flats for this type of development.

### **d. Exterior minor work**

- **Exterior brickwork**

Any changes to the exterior, such as painting of the brickwork require landlord permission but will not normally be allowed.

- **Exterior fixtures and fittings**

The attachment of anything outside the property requires permission from the Council. Examples are security cameras, burglar alarm boxes, external signage and exterior lighting.

### **e. Conservatories**

Permission for a conservatory can usually only be considered where the garden belongs to the flat or maisonette and is for the sole use of the

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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 normally be permitted where the flat is situated in a block of flats – please see previous paragraph c. Other issues which may prevent this type of development are:

- Maintenance of the rest of the building – for instance a new conservatory may make it very difficult to set up scaffolding to access the rear elevation
- Access of other residents to the building or the garden may be adversely affected
- Access to underground drainage for long term maintenance purposes may be impeded
- Rainwater run off gutters or pipes may be impaired
- A new opening in the rear wall may 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, its 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 in the garden of height more than 12 inches in height (Schedule 5, Regulation 12). This applies to sheds, gazebos and anything placed or kept in the garden area, which all require landlord permission. Tenants are subject to the same restrictions.

Even if it is considered feasible, construction in the garden can only be considered provided that certain requirements are met from a technical perspective and from the point of view 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 relation to converted (street) properties rather than flats within blocks. In processing such a proposal, the Tenancy Management Officer will consult with other residents to find out whether they have any reasonable objections (see also the other paragraphs in this appendix).

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### **g. Extensions**

Where the Council can agree to the building of an extension (please also see h above), 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 be greater in height than the flat to which it belongs. Other issues which may prevent this type of development are:

- The capacity of the existing drainage and sewage pipes may be insufficient to serve it adequately
- The new structure may interfere or adversely affect the access of other residents to the building or the garden
- Access to underground drainage for long term maintenance purposes may be impeded
- Rainwater run off gutters or pipes may be adversely affected
- A new opening in the rear wall may 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 of the exterior or structure of the rest of the building or the garden which may be required as a result of it.

### **h. Communal areas**

Any proposals that might 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.



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### **j. Preventing light or air reaching other residents**

The Council will not generally allow any development that will significantly reduce the 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 outside fabric of the building. Its policy is for the removal of 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 dish if there is no communal 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 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 in the area.

### **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 Licence to alter.

### **n. Security grilles**

The Council cannot 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 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 Brigade 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.

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## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT 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	No	No	No	No	No
Boiler (gas) – new, change or replacement	Yes, we need to have a copy of the Gas Safe Certificate	Yes	–	–	£50 + VAT	–	–
Boiler (new flue)	Yes, if a new opening in the external wall is required	Yes	–	–	£50 + VAT	–	–
Carpets and floor coverings to be used to prevent footfall noise	No	No	–	–	–	–	–
Chimney breast – reduction/removal	Yes. Building Regs Consent also required – see also 'Reconfiguration' below	–	Yes	–	£120 plus VAT	£500	£750

## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Conservatory (if landlord agrees, Planning Permission and Building Regulations Consent also required)	Yes, but not permitted under the terms of the lease. Each case dealt with on its own merits	–	Yes	Yes, probably	£120 plus VAT	£500 – see	£750
Doors – external (new/replacement) – please see <b>note 2</b>	Yes – please also see ‘Windows’ below	Yes – see <b>note 2</b>	–	–	Yes	–	–
Doors – internal	No	Yes	–	–	–	–	–
Doorway (internal) – creation of a new opening	Yes	Yes	–	–	–	–	–
Doorway (external) – creation of a new opening– Planning Permission required	Yes (but generally not permitted)		Yes	Yes	£120 plus VAT	£500 – see	£750
Electrics – new fitting (e.g. additional wall socket)	Yes and NICEIEC Certificate required	Yes	–	–	£50 plus VAT	–	–
Electrics – replacement fittings	Yes and NICEIEC Certificate required	No	–	–	–	–	–

## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Extension (If Council agrees, Planning Permission and Building Regulations Consent also required)	Yes, but not permitted under the terms of the lease. Each case dealt with on its merits	–	Yes	Yes	£120 plus VAT	£500 – see	£750
Exterior – security cameras, burglar alarm boxes, external signage and lighting	Yes	Yes, but depends on nature of proposal			£50 plus VAT		
Exterior brickwork – any change, but see also ‘Boiler’ above for new vent	Yes but not usually permitted under the terms of the lease.	–	Yes	–	£120 plus VAT	£500	£750
Fences – must not be more than one metre (39 inches) in height	Yes	Yes					

## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Fireplace – new or opening one that has been sealed – not generally permissible	Yes						
Flooring – laminate/wooden	Yes, must provide proof of the use of a suitable underlay to reduce impact noise.	Yes	–	–	–	–	–
Flooring – installation of timber/stone or other form of solid floor	Yes	Yes			£50 plus VAT		
Garden – any new structure (please note – it must not be used for parking vehicles, or storage)	Yes, but not permitted by the lease. Each case must be dealt with on its merits	–	Yes, but Deed of Variation may be required	–	£120 plus VAT	£500 – see	£750
Gas fire installation	Yes	Yes			£50 plus VAT		
Heating system and air conditioning	Yes, if additional radiators, re-routing of pipe work and so on.	Yes	–	–	£50 plus VAT	–	–

## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Kitchen – new/replacement	No, if like for like replacement of the units, appliances and fittings	Yes	–	–	–	–	–
Loft – any change must be licensed. Is the loft space part of the flat?	Yes but loft must be part of the flat under the lease.	–	Yes – though often a Deed of Variation will be required	Yes	£120 plus VAT	£500 – see	£750
Loft conversion – the loft space must be part of the flat under the terms of the lease	Yes	–	Yes	Yes	£120 plus VAT	£500 – see	£750
Pipe work (including waste pipes)	Yes, if re-routing necessary	Yes	–	–	£50 plus VAT	–	–
Plumbing – re-plumb the flat or install additional sink, WC, and so on	Yes	Yes	–	–	£50 - £120 plus VAT	–	–

## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Reconfiguration of flat (change in layout/increase in number of bedrooms)	Yes	–	Yes	Yes	£120 plus VAT	£500 – see	£750
Redecoration of the inside of the flat	No	No	–	–	–	–	–
Rewiring – electrical wiring	Yes – NICEIEC Certificate required	Yes	–	–	£50 plus VAT	–	–
Roof – any changes (e.g. roof terrace, roof light, boiler vent, etc)	Yes	–	Yes	–	£120 plus VAT	£500 – see	Possibly
Shed – new or replacement – considered case by case	Yes, but the lease does not allow structures in the garden	–	Yes	–	£50 plus VAT	–	–



## Appendix 2

### Types of alterations requiring landlord permission

Type of alteration	Does leaseholder require permission?	HOT Consent Letter?	Licence for Alterations?	Deed of Variation?	HOT charge?	Property Services charge?	Legal charge?
Trees	Permission required if more than 2 metres high	Yes					
TV aerial or satellite dish (if landlord agrees, Planning Permission generally required)	Permission can only be considered where there is no communal system	Yes	–	–	£50 plus VAT	–	–
Walls – any changes to the position or the structure of internal walls	Yes – please see also ‘Reconfiguration’ above	–	Yes	–	£50 - £120	–	–
Window – like for for like replacement of broken window glass	No	–	–	–	–	–	–
Windows – new/replacement see note 2 below	Yes – please see also ‘Doors’ above	Landlord's Permission issued by HOT	–	–	£201	–	–

## Appendix 2

### Types of alterations requiring landlord permission

#### Notes to the table

**Note 2** – there is a separate procedure for processing applications from leaseholders who would like to install new windows and doors.

#### General procedural notes

- a. **Arrears.** The applicant must have no arrears outstanding, such as unpaid rent or service charges, or Council Tax and so on or any other breach of the lease
- b. **Windows and doors** – the leaseholder must replace all the windows and external doors if they wish to be exempt from landlord charges for their maintenance
- c. **HOT Consent Letter** – A letter issued by the Home Ownership Team. Required for minor internal alterations.
- d. **Licence for Alterations** – A formal legal document. Required for major internal/external alterations/additions.
- e. **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.



