



## Leasehold Panel

### Minutes of the meeting and associated documents

10 November 2011

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## Leasehold Panel

### Minutes of the meeting, 10 November 2011

**1. Attendance:** Mrs A Goodhew (Vice Chair of the Leasehold Panel), Ms R Batzias, Ms O Lewis, Mr P Gilbert, Mr P Johnson (Chair of the Leasehold Panel), Mr I Okoli, Mr Kofi Owusu, Mr D Kettle, Ms R Tomlins, Mr O A Harris, Mrs S Perlman, Mr R Dalliday, Ms Sue Brown, Ms Millie Mboizi, Mr S Sengupta (15)

**Apologies.** Miss M Merrick, Ms Pamela Furse and Mr F. Ogunade-Paul

**Chair:** Mr Piers Johnson chaired the meeting

**Officers:** Mr Michael Kelleher, Team Leader (Housing, Design and Major Projects), Mr Manley Murray, Head of Capital Programmes, Mr Nesan Thevanesan, Head of Home Ownership Team, Mr Michael Bester, Major Works Lead Officer and Mr Bruce Nicholas, Leasehold Project Officer who took the minutes.

**2. Policy for providing leaseholders with landlord's consent for internal alterations and proposed charges** – Michael Kelleher, Team Leader (Housing, Design and Major Projects), Planning, Regeneration and Economy, Haringey Council

Mr Kelleher referred to the policy paper included with the agenda (Appendix 1). He explained it was **not** a new policy and it did **not** impose new restrictions or new charges. He said it brought together existing policy and practice into one document, it complied with legislation and good practice and it improved clarity and consistency

He pointed out there had been quite extensive consultation on the policy document already. All leaseholders had been consulted in May 2011 by email and letter and he had presented a copy of the draft to the Leasehold Panel on the 5 July 2011. As a result of these consultations and the observations received, the information contained in the draft policy document had been clarified and expanded as follows in order:

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- To explain in general terms the different types of alterations that need landlord consent
- To provide a standard period of 28 days in respect of the reply to an application for an alteration
- To state clearly the distinction between blocks and street properties, where this restricted the leaseholder's right to make alterations. Improvements in lofts and gardens would generally not be possible for leaseholders in blocks of flats. As an example, an extension would normally be totally unacceptable in a block of flats
- To provide a clear statement of the structure of the fees chargeable to leaseholders
- To remove the 25% premium payable by leaseholders as a fixed requirement for improvement works (advice would now be given in relation to the individual circumstances of each application). A clear example where the premium would apply would be where an additional bedroom was created. The premium would be payable on completion of the work.

Furthermore he said the policy document now stated clearly that it only applied to leaseholders (since they have more rights to alter the interior of their properties compared with tenants). It contained clear guidance on the different types of alterations for which consent could be given. The standard of 28 days for responding to applications might not apply to more complex alterations, but if longer was needed, the applicant would be notified in advance of this. The 25% premium was standard leasehold policy in relation to improvements which added to the value of a property. Where it did apply the applicant would be informed of this in the Council's response to their application for landlord's consent.

Mr Kelleher explained that the policy document highlighted the following key features. Reasonable consideration would be given to any application and consent would not be unreasonably withheld. However any proposed alterations must not

- make the property structurally dangerous or unstable
- encroach on land outside the boundaries of the property covered by the lease (the demise)
- have a disproportionate or adverse effect on other residents.

In addition the proposed alterations must:

- be in keeping with the building or the surrounding area. Thus it was unlikely that the Council could agree to a conservatory in a block of flats and

- comply with local bye-laws and conservation areas. This is also required for any alterations which a freeholder wants to make.

He said that the next steps would be for:

- a plain English version – Panel Members would be sent a copy
- this would then go to the Cabinet for their approval in February at the earliest
- the new policy would commence in April 2012
- an explanatory booklet in plain English would be produced for leaseholders as soon as possible.

Mr Kelleher then asked Panel Members for their questions and comments – he would include any amendment if necessary. Mrs Goodhew enquired why a bedroom could not be placed above a kitchen or a living room, since she knew of a number of flats where this was the case. Mr Kelleher replied that the current building standards now require this on account of noise, cooking odours and so on. Ms Brown asked how the charge of £1,250 for issuing a Licence to Alter had been arrived at and said it appeared that there was a duplication of this charge and the charge of £500 in Professional Fees for Corporate Property Services.

Ms Brown also said it appeared that if a leaseholder wanted to carry out internal work as undertaken to tenants' flats under the Decent Homes Programme, they would first have to pay these fees. Mr Kelleher replied that the fees would not be payable for the replacement of units where no structural alterations were required, such as the like for like replacement of a flue for a boiler.

Mr Johnson asked what procedure would apply if an applicant wished to appeal. Mr Kelleher replied that there would be no specific appeal process but leaseholders could raise issues through the Complaints Procedure. If they felt the fees were unreasonable they could take the matter to the Leasehold Valuation Tribunal. Mr Kettle asked whether these fees would apply to the updating of a condensing boiler. Mr Kelleher said that they would apply where a new flue was required.

The question was raised as to whether the new charges would apply to applications to install new windows and doors.

❖ **Action point:** Mr Kelleher agreed to clarify whether the alterations policy would apply to applications to install new windows and doors.

Ms Tomlins asked whether the fees would apply to installing an additional washbasin in a bathroom. Mr Kelleher replied if no structural work was involved, there would be no alteration fees. The question was raised as

to whether the charges would vary in relation to the type and complexity of the work and if so what criteria would be used in determining the charges.

Ms Brown asked how the premium of 25% had been decided on and who had decided on the proposed charges. Mr Kelleher replied that these charges had been Council policy for some time. Mr Johnson and other Panel Members disputed that this was the case since they had never heard of these charges previously. They requested information as to how the charges had been determined. Mr Thevanesan noted that enhanced health and safety standards meant the Council now had to monitor all alterations more closely. There had been examples of residents installing unauthorised grilles over windows and doors which were against the fire safety regulations and of leaving holes in the outside walls when installing new flues, which created maintenance problems.

Mr Johnson requested confirmation it would still be possible to include amendments to the scale of charges for alterations. Mr Thevanesan responded that the details of how the charges would be applied had not yet been finalised. Mr Johnson asked whether all the charges would be incurred on account of one fairly small modification, if so he felt that would be grossly disproportionate. Mr Thevanesan replied that the Council was only concerned to recover its costs, so the charges would reflect the amount of work involved in processing each application.

- ❖ **Action point:** Mr Kelleher / Mr Thevanesan said they would provide clarification of the scale of charges, with breakdowns of costs. Also comparative charges from other local authorities

Mr Johnson thanked Mr Kelleher for his very interesting and informative presentation and paper.

Mr Johnson then referred to the fact that in future he had requested all action points to be listed in the Forward Plan together with the actions taken as a result of these. Where items were outstanding these would be shown in the list of pending items. He requested that the above action points be noted in this way.

### **3. Decent Homes and capital works programmes – Manley Murray, Head of Capital Programmes, Homes for Haringey.**

The actual amount budgeted to be spent on the capital programme this year (2011/12) was £34.5 million he said and to date Homes for Haringey had spent £10.8 million against a profile of £9.8 million which meant they were about 11% ahead of target to date. So far in relation to the Decent

Homes work 565 properties had been completed this year, which had been rolled over from last year. The reason why this was a relatively small number was that the start of the programme this year had unavoidably been delayed. This was because of changes to the budget which had been necessary on account of alterations made in the budget setting process. It was still proposed to achieve the core programme but this would now be in the last two quarters of the financial year.

With respect to the Decent Homes Programme for this year, the budgets had been cut quite significantly. Therefore work relating to internal modernisations such as to the kitchens and bathrooms of council flats had had to be scaled back. Homes for Haringey was now concentrating on external works such as re-roofing, windows and doors, other exterior elements and matters relating to health and safety such as rewiring and other internal issues inside tenants' flats. Making the necessary adjustments to the scope of the works had caused a certain amount of delay to starting this year.

The Decent Homes work for 2011/12 had started last month Mr Murray explained. Every resident in the programme had been sent a letter to let them know their position within the programme; there had also been a number of drop-in sessions to give an opportunity for residents to discuss their concerns with officers. This year (2011/12) the plan was to spend £17 million on the Decent Homes Programme he said. Work would continue on estates where it had already started but priority would also be given where roofs had been identified as being in very poor condition, urgently in need of replacement. Priority would also be given for work in support of good neighbour schemes, as appropriate. Stock condition surveys carried out by Ridge were being analysed to help ascertain priorities. It was planned that the work would be substantially complete in March 2012.

For the 2012/13 works it was proposed to carry out a new tendering process with the existing Decent Homes contractors. Last year the two most competitive tenders had been selected from the four contractors appointed under the programme. Similarly two would be selected to do the work in 2012/13. The design work would begin in January 2012 in order to be able to start the works in April. The properties to be included in the programme had been identified and approved by the Cabinet and residents had been informed accordingly.

Mr Murray then reported on the installation of the new communal digital TV aerials under the integrated reception systems (IRS) in order to upgrade the existing systems. It would mean that 9,211 properties would have IRS systems installed. IRS would provide residents with the Sky, Sky Plus, Hotbird and Turksat services. Residents had been given two options to choose from. The percentage of completions to date with regard to

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the number of buildings in which the IRS systems had been installed was about 88%.

However the programme was only about 60% complete in terms of the total number of properties that had been connected to the IRS systems. The reason for this was there had been substantial problems in obtaining access to a large number of flats. Over 1,300 residents had been written to three times but had failed to respond. The anticipated date for the completion of the IRS systems in each block work was December 2011. The remaining flats where access had not been gained was planned to be connected in January and February 2012 in time for digital switchover on the 4 April 2012.

Ms Brown stated she had only received a ballot form because she had asked for one. As far as she was aware no one on her estate had received the ballot form to choose between the two options. They had only received the letter informing them which choice residents had made. She also raised a question about the replacement of the 'pods' on Noel Park Estate [these are prefabricated units containing bathroom suites, which were installed at the rear of the premises there]. Residents had been informed some time ago that these units were going to be replaced, but had not received a recent update about what was happening.

Mr Murray replied with regard to the IRS that firstly an explanatory letter from Ms Jackie Thomas, Executive Director of Housing Management had been sent to all residents whose properties were required to be upgraded to digital TV. Subsequently these residents had been sent an explanatory booklet and a ballot form with a covering letter. Unfortunately a number of properties had been omitted from this mail out and these had been identified from the database and also the residents concerned; the consultation documents had then been sent to them. Later a small number of other blocks which were not on the database had been identified and these had been consulted in the same way. He said that the dates of despatch of all the ballot forms had been recorded on the database. Thus he was confident that all residents had now been consulted.

With respect to the Noel Park pods, this scheme had not been part of the Decent Homes Programme. He said the Property Management Team (formerly Asset Management) had spoken to the residents in Noel Park about the overall plan of work. It was now proposed to contact residents in the very near future because the pod had been designed and tenders had been awarded for the work. They would soon be discussing the proposals with the residents. The pilot scheme would include 3 flats, one of which was occupied. It was proposed to use the unoccupied flats (with the units installed) as show flats so that residents could see what the

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new installations would look like. The programme was planned to be completed before March 2012.

Ms Brown requested to be kept updated, since she felt she had not been kept informed, as she had requested. Mr Murray replied there had been some delays, since it was a complicated project and had required a lot of research. It meant in each case that the existing unit would have to be dismantled and the replacement installed and rendered fully functional within a few hours, to avoid the disruption and cost associated with providing alternative accommodation. Some other social landlords who had installed this type of unit had been consulted about the suitability of the available options and a number of different manufacturers had been approached about the production of the pods.

Mrs Perlman asked whether the IRS should cover high definition TV programmes. Mr Murray said it definitely included HD, but residents might not receive the full strength signal until the switchover was completed. At the moment the broadcasts were made from the transmitter at Alexandra Park, but in future the transmitter at Crystal Palace would broadcast a much stronger signal. Mrs Perlman said the residents in her block had not been able to receive any HD signal, apparently on account of a pirate radio aerial that had been installed in a neighbouring block. Mr Murray agreed there was a problem with pirate radio aerials in a number of blocks and that they were often replaced as soon as they were removed by Homes for Haringey. However the switchover might overcome this problem.

Mr Johnson said with regard to the choice between the two options of IRS systems that he was able to report back from a meeting he had attended of the Ferry Lane Action Group earlier in the week. It had been decided by the Council that since there had been a very low return of the ballot forms and because of issues raised by the residents of not having access to community channels, they were now going to install the full system on this estate. The Council would also give everyone a choice of having either system. Mr Manley said he understood there had been special circumstances in relation to this estate. If this policy were more widely adopted it would have significant cost implications, so the Council would have to decide whether sufficient funding could be found to meet the extra cost.

Mr Gilbert asked what the position was in relation to IRS systems installed 2 or 3 years ago. Mr Murray replied the full system would have been installed as part of the work. It had been found that the majority of residents usually chose option 1. However for the last two years the Council had decided to give all residents a choice between two options.

Ms Tomlins said she had requested additional socket boxes but the contractor had been very slow to install them. Mr Manley confirmed that it was the responsibility of the contractor to do this work but if there were any problems leaseholders should contact the Project Manager, Ronke Adetunji.

Mrs Goodhew noted that the work at Edgecot Grove, which had been completed in March 2011 had not included all the works specified in the estimate and that no satisfaction survey questionnaire had been received from Apollo. Mr Bester replied that the final accounts were expected to be issued by the end of the month. Very detailed breakdowns could then be provided listing all the works carried out.

❖ **Action point:** Mr Murray said he would contact Apollo to ascertain why the questionnaire had not been sent to the residents there.

Mr Johnson thanked Mr Murray for his very interesting and informative talk and asked if he could remain while he presented his report on the Core Group, to which Mr Manley agreed.

#### **4. Report from the Core Group (on the Decent Homes Work) – Piers Johnson, Chair of Leasehold Panel.**

It consisted of representatives from Homes for Haringey, from the contractors, one from the tenants and one from leaseholders (Mr Johnson) and a Councillor. The work of the Group was mainly to monitor progress on the decent homes works. The first item on the agenda he said had been about satisfaction surveys from earlier years. The return rate of these had been 46% with satisfaction between 92 to 97%. Of course the contractors distribute the satisfaction questionnaires and Mr Johnson pointed out that this could lead to the results favouring the contractors rather more than might otherwise be the case (as the Panel had pointed out in the past). The Panel had said the levels of satisfaction were unrealistically high so Mr Johnson noted that the method of collecting the data should be reviewed.

Another item on the Group's agenda had been the allocation of works under this year's, next year's and the following year's Decent Homes Programme. The Panel had been advised at a previous meeting that a block survey was being carried out by HfH to determine the essential works that needed to be done to roofs, windows, the fabric of the building, health and safety issues and so on. He said that four contractors were putting forward proposals to be the two most suitable contractors to be in charge of the next year's programme. After this process the interpretation of the block surveys would be undertaken jointly by the contractors' surveyors and HfH officers. The contractors'

surveyors would undertake detailed surveys and submit lists of the works to be carried out.

Mr Manley agreed the outline of the process described by Mr Johnson and said that the compliance team would also be considerably involved in these matters. The contractors would be selected by the end of November for the 2012/13 programme. The successful contractors would commence on the design work as soon they had been appointed.

The question was raised at the Core Group as to whether the block survey results should be made public. Mr Johnson said the consensus there was that it would not be feasible to publish this information in view of the fact that it largely comprised raw data and it would be difficult for lay people to interpret it without providing logistical, comparative cost and other information, which it would not be practical to do. In particular he pointed out that the work would have to be done block by block on account of site setup, scaffolding costs, and so on. He also noted that the residents' representatives would be involved in the process for the selection of the two contractors.

Mr Murray advised the Panel that the overall planning of the work was carried out on the basis of the stock condition surveys, which gave a reliable view of the type of work and the general level of cost. Validation checks were carried out by HfH officers and detailed surveys were required to ascertain the actual contract requirements. Residents would then be informed of what was proposed to be done. At this stage section 20 notices would be sent to leaseholders.

Mr Murray said the Property Management Team would like to explain in some detail how the stock condition survey information was compiled and processed via a special database in order for it to be used with respect to the strategic planning of the work. He suggested that the Leasehold Panel might wish to nominate two of its members to undertake this task and discuss how this type of information could be drawn on to better inform leaseholders (and tenants) in general.

- ❖ **Action point:** The Leasehold Panel to nominate two members to visit the Property Management Team to see how the survey information is processed and to discuss ways in which leaseholders could be better informed about overall stock condition planning matters in future.

## **5. Proposal for the introduction of charges for leaseholders who sublet their properties** – Mr Michael Bester, Major Works Lead Officer and

Mr Bester explained that he was currently undertaking the role of the Home Sales Team Leader in view of the fact that Mrs Pari Kotecha had

taken a post in another borough. Mr Bester provided a short report on questions that had been raised by Panel Members at the last meeting – please see Appendix 2.

With respect to the legal position regarding short holiday lets, Mr Sengupta requested further information on this subject.

❖ **Action point:** Mr Bester agreed to provide further information to the next meeting in respect of the legal position with regard to short holiday lettings.

With respect to the proposed annual registration charge of £25, Mr Bester provided comparative information with some other local authorities in respect of the proposed charges – please see Appendix 3. He noted from these figures that quite a lot of local authorities charge more than the fees proposed by Homes for Haringey. In addition a number of them also require the leaseholder to provide a copy of their shorthold tenancy agreement. Hence Homes for Haringey's proposals are in line with the practice adopted by a significant number of other local authorities.

With respect to the proposed annual charge of £25 he explained that the lease provided for an amount of £50 for each registration (or such sum as may be reasonable). Some leaseholders who sublet had said this would mean they would be worse off if their tenants did not change at least once every two years. From the registration information provided to the Home Ownership Team he had ascertained that the average length of each subletting was 14 months, so on this basis if leaseholders paid a registration charge of £50 each time they sublet they would be worse off than if they paid an annual charge of £25.

Ms Brown observed that leaseholders whose tenants remained in the property for longer than 4 years would be worse off under this proposal than if they paid a registration fee each time they let their property. Mr Thevanesan said he proposed that a Subgroup of the Leasehold Panel should be set up for subletting on a formal basis (it had met on a fairly informal basis previously, chaired by Mrs Goodhew). Consisting mainly of leaseholders who are subletting it could discuss in detail the policy proposals which had recently been put to leaseholders and make recommendations to the Panel. It could also consider the contents for an explanatory booklet on subletting, a sample tenancy agreement for subletting including the necessary conditions of the lease (with regard to the rules residents must follow) and so on.

Ms Brown referred to a discussion about the subject of the proposed charges for subletting that had taken place on the previous Saturday at the Annual General Meeting of Haringey Leaseholders' Association. The leaseholders there (31 in number) had voted against the registration

charge and against what was seen as the intrusive proposal of looking into the private arrangements between leaseholders and their tenants. They had decided that if the charge was introduced, subletting leaseholders should boycott it and other leaseholders should support them in this.

Mr Thevanesan said with respect to the proposed Subgroup, it could discuss the subletting proposals. It could consist of a small group of leaseholders drawn from those who had attended previous meetings of the Panel and who had expressed views on the subject of subletting. Some of those present expressed an interest in joining it and provided their names to Mr Nicholas.

- ❖ **Action point:** The Panel agreed to set up a Subgroup for subletting, that Mrs Goodhew would continue to chair it and that Mr Thevanesan would send out the invitations to attend by email.

The question was raised whether the Subgroup would be dealing with any queries raised on this subject. Mr Thevanesan said it would deal with all the main policy issues. Furthermore the Home Ownership Team would publish a list of the main frequently asked questions raised by leaseholders during the recent consultation exercise and the answers which had been provided. In answer to a question from Mr Johnson, Mr Thevanesan said the Subgroup would meet at least for as long as there were issues concerning the development of the proposals.

## **6. Discussion on whether to change the style of the minutes to a shortened format.**

Mr Thevanesan referred members of the Leasehold Panel to a short version and a long version of the minutes which had been circulated with the agenda. Ms Brown considered that the short version only appeared to record what the officers had said. People attended she said in order to make their views known and they wanted to have them clearly recorded.

Mr Thevanesan replied that the most important thing was to record the collective views of those who attended and the decisions made by them. This information together with the appendices would provide a quite adequate record of each meeting and would help to reduce the amount of time required in preparing the minutes. Ms Brown said it appeared that the details of officers' comments would be recorded but a different standard would be applied to the views expressed by leaseholders.

Ms Brown then raised the question as to what would be recorded where different opinions were expressed. Mr Johnson agreed that in these circumstances it would be necessary to include the individual views. He said he felt the minutes were too long and that the primary purpose was not to record actual discussions in the same way as Hansard for the House of Commons. Ms Brown said it was appropriate that given the Panel was a type of discussion forum, a fairly detailed record should be kept of its proceedings.

Ms Tomlins said she preferred the longer version because it provided a clearer record of the views which had been expressed and enabled new attendees or those who had missed meetings to understand what was being discussed. Mr Sengupta felt the short version had omitted a number of important points. Mr Kettle considered the longer version was very helpful especially when one was not familiar with the subject under discussion.

❖ **Action point:** Mr Johnson summarised the views of the Panel as wishing to continue with the minutes in the longer version. This was agreed.

Mr Sengupta asked whether a leaseholder who had not participated in a Panel meeting could still contribute views or queries to the Panel by email or letter. Mr Thevanesan said that this was quite possible and also people could suggest future topics by sending an email or letter to the Panel.

## **7. Minutes of the meeting of the 12 October 2011**

These were agreed as a true record of the meeting.

Mrs Goodhew requested that the page numbers should be shown against agenda items. Mr Johnson noted that the action points were covered in either the agenda or the Forward Plan. He requested that a full list of the action points arising from future meetings should be included at the end of each Forward Plan.

## **8. Forward Plan for future agenda items**

The following subjects were agreed for the agenda of the next meeting:

- Report about the new complaints procedure
- Comparative information from other boroughs in relation to the proposed alterations procedure
- Proposal for a combined booklet on the estimated and actual service charges
- Report back from the first meeting of the Subgroup on Subletting

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The following additional subject was agreed to be included on the Forward Agenda

- o Progress on setting up a resident portal on the HfH website for leaseholders to view their accounts information and so on.

With respect to the portal Mr Johnson enquired what progress had been made since the report received at the September meeting. Mr Thevanesan replied that they had just finished procurement and were about to start working on the design.

- ❖ **Action point:** Mr Thevanesan said if anyone would like to be involved in the design please could they let him know.

There was no other business so Mr Johnson closed the meeting.



**Haringey Council**

## APPENDIX 1

### ALTERATIONS POLICY – LANDLORD PERMISSION FOR INTERNAL ALTERATIONS TO LEASEHOLD PROPERTIES

The Council, as landlord, will give reasonable consideration to any application to carry out any alteration or addition within the leaseholder's current demise.

It should be noted that under clause 4 (13) of the lease, the leaseholder must obtain the landlord's written consent (a 'licence') for any alterations he or she may wish to carry out to their flat.

Consent will not be unreasonably withheld subject to the conditions explained below.

This policy refers to leaseholders of the Council only. A separate policy for council tenants will be available shortly.

All **applications for permission (landlord's consent)** must be made in writing to the Home Ownership Team (Homes for Haringey) and must clearly state the proposed alterations the leaseholder wishes to carry out. Appendix 1a includes a list of those alterations for which consent is normally needed and Appendix 1b shows those alterations for which consent is normally not required.

It should be noted that some types of alterations cannot be considered, such as the subdivision of flats, extensions and conservatories in blocks of flats, security grilles, etc – please see below for more details.

The HOT will request comments from HfH Tenancy Management and Repairs Service about any applications. They will then forward all the observations/recommendations to the Corporate Property Services and the Community Housing Service of Haringey Council for final consideration. Responsibility for granting (or withholding) landlord consent rests with the Strategic & Community Housing Service.

The landlord shall write to the leaseholder within **28 days** of receiving the initial application to confirm that permission will: -

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- a. not be granted or
- b. will be granted provided copies of the necessary regulatory consents, etc are provided and the requirements of the landlord are met.

The leaseholder must provide the following information before we can consider the application: -

- a clear description of the proposed work including a diagram or plans if appropriate
- for structural work or any work involving the removal or repositioning of internal walls - Architectural/Building Plans or good quality drawings (in triplicate) will be necessary
- copies of all certificates must be provided relating to Planning Permission and Listed Building Consent (please also see the note below)
- Any Structural Calculations or engineers report if relevant
- Building Control approval
- An estimation of the cost of the works for insurance revaluation purposes
- payment in advance or agreement to pay the relevant administration, legal and professional fees (the leaseholder will be advised of these at the outset indicating which will be payable regardless of whether Landlords Consent is forthcoming or not)

Note: the lease and the tenancy agreement contain specific restrictions on building anything in the area of the garden – please see sections below on 'Building in the garden', 'Encroaching on land not defined in the lease', and so on.

On the basis of the information provided by the applicant the landlord will provide the applicant with:

- advice as to whether the payment of a premium of 25% in respect of added value or a reasonable sum in respect of any damage to or diminution in value will be required
- advice of the possibility of any valuation and legal fees if these should be applicable

### **Factors to consider when reaching a decision**

When reaching its decision on whether to grant or withhold consent, the Landlord will have regard to the following: -

#### Making the property structurally dangerous or unstable

The Landlord maintains the absolute right to withhold consent if the proposals could make the property dangerous or unstable. This would normally include proposals such as removing a supporting wall or where the foundations could be weakened by the alterations. Even in such cases, the Landlord may

consider granting consent subject to it being satisfied that appropriate and properly validated structural remedies are included within the proposed works

#### Encroaching on land not defined in the lease

The Landlord will not grant permission to any leaseholder who seeks to encroach or trespass onto land outside the demise of their lease. Furthermore the landlord 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 could 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. While 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.

#### Building in the garden

It should be noted that the lease specifically prohibits the construction of anything in the garden of height more than 12 inches in height (Schedule 5, Regulation 12). Thus the Landlord will only consider applications for extensions on land demised to the leaseholder in exceptional circumstances. In particular this type of application can only be considered where the garden area is demised, provided that certain requirements are met from a technical and tenancy management perspective. Furthermore consideration of this type of application will only normally apply to converted (street) properties rather than flats within blocks. The Tenancy Management Officer will consult with other residents to find out whether they have any reasonable objections (see also the next sections).

#### Preventing light or air reaching other residents

The Landlord 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 relevant professionals within the Council before reaching a decision. The Landlord has the right to refuse permission where it is considered the proposal has a disproportionate and adverse effect on other residents.

#### Causing nuisance or inconvenience to other residents

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.

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Alterations to internal communal hallways, staircases and balconies will not be permitted in any circumstance and the Landlord will withhold consent accordingly. Where a leaseholder wishes to alter a loft space (which does not contain communal services such as tanks, pipes, cables, etc), they should note that 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.

The proposal for the modification of a loft space will be given due consideration subject to the other requirements listed here and full consultation with the residents affected. Where other residents are required to be consulted, only one objection will be necessary for the Landlord to withhold consent.

Consent will normally be given for proposed alterations to the inside of the property subject to the following exceptions: -

- Consent will not be given to subdivide the property into more than one dwelling unit in view of the implications for the use of the building and the possible effect on other residents;
- Consent will not be given where the proposed alterations will leave the property structurally dangerous or unstable;
- Consent will not be given where the proposed bedroom size fall below the minimum reasonable and acceptable standard;
- Consent will not be given where it is considered that the use of the property may be adversely affected, for instance that it may become subject to overcrowding
- Consent will not be given where the alteration results in a bedroom being situated above or below a living room or kitchen of another flat; and
- Consent will not be given where the proposal involves the creation of a new window in the external envelope, save for windows installed in approved extensions.

### Being aesthetically undesirable or any other relevant consideration

The Landlord 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. Nor will a decision to grant consent in one area or to one building type bind the Landlord when considering other proposals. For example, while the Landlord may grant consent to erect a conservatory or extension to the leaseholder of a flat in a 'traditional' semi-detached dwelling where the construction is in keeping with the features of the building, it will retain the right to withhold consent from the leaseholder of a flat in a medium to high rise block to erect a conservatory or extension.

Landlord consent will not be granted where the proposed alterations contravene local bye-laws, conservation areas or where the decision is at

odds to the prevailing tenancy conditions of Council property in the area. For example, where it is a condition of a council tenancy not to erect a satellite dish, such a proposal from a leaseholder will not be granted consent. Consideration will only be given to a request for consent to 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.

#### Health & safety implications

All applications to make alterations will be subject to existing health and safety legislation, both when reaching a decision to grant or withhold consent and in determining the terms of the formal Licence to Alter.

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.

#### Subsequent need for variation of applicant's and other leaseholders' leases

In some cases the proposed alterations can lead to a need to vary the lease, for example, if the leaseholder creates an additional bedroom. It should be noted that in this case the applicant leaseholder will be required to pay higher service charges (and may also be subject to an increase in Council Tax).

#### **Other considerations**

Should a licence to alter be issued the subsequent construction of the approved structure must be carried out in accordance with the requirements of the landlord, planning permission, building control, environmental health directives and any other relevant legislation and constraints. Also, all works must be carried out to a good standard by suitably qualified competent persons. Copies of any relevant documents and certificates relating to the completed works must be provided to the landlord. The landlord must be afforded the right to inspect the works following completion and any irregularities must be rectified immediately at the leaseholder's cost.

#### **Post inspection**

Where landlord consent has been granted, Homes for Haringey's Property Management Team will carry out a post inspection to confirm that the alterations have been carried out in accordance with the terms agreed and are to a satisfactory standard.

Where the work is considered to be sub-standard or is contrary to the terms of the consent agreement, the leaseholder will be given 28 days in which to rectify all problems identified. If after the 28 day period has expired the leaseholder has not complied, legal action could be sought against them.

### **Retrospective permission**

Where an application to develop or convert has not been approved, and the development or conversion has already been carried out, the leaseholder will be required to submit a retrospective application for consent. 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.

Where the landlord withholds retrospective consent, the leaseholder will be required to reinstate the property or alteration back to its original condition at no cost to the landlord. Homes for Haringey's Property Management Team will inspect the property to confirm that the re-instatement has taken place and that it is to a satisfactory standard.

Failure to re-instate the property or alteration to its original state, once instructed to do so by the Council, could result in legal action being sought against the leaseholder.

### **Planning consent**

In some cases leaseholders obtain planning consent for their proposals and commence their alterations without receiving landlord consent. Planning permission does not remove the need to receive landlord consent, which **must** be obtained in all cases before any work commences regardless of whether planning permission has been granted or not. If alterations are made subject to planning permission but without landlord consent, the leaseholder must make a retrospective application to the Council as landlord. The landlord retains the right to withhold retrospective consent even where planning permission has been obtained.

Conversely, receiving landlord consent does not remove the need to obtain planning permission where it is a legal requirement to obtain it. This should be discussed in detail with the leaseholder at the time of submitting their application.

### **Fees**

The Council will charge the leaseholder for the cost of granting a formal Licence to Alter and for all associated work undertaken by the Council's Legal and Corporate Property teams and Home's for Haringey's Property Management. Fees are reviewed annually and may change. The fees for 2011/12 are: -

## APPENDIX 1

	<u>Standard Fee</u>
Home Ownership Team	£150
Corporate Property Services Professional Fees	£500
Issuing a Licence to Alter	£1,250
Legal Fees	£750

In addition to these standard fees, Homes for Haringey's Property Management Team will charge for a structural assessment of the proposals and to carry out post inspection. The charge for this is levied at £28 per hour.

### **Appeals**

There is no formal procedure for appealing against an application that is not approved. However the leaseholder may contest the decision through the Council's Formal Complaints Procedure

### **Appendix 1a: Alterations for which permission is required**

- Reconfiguration
- Extensions including conservatories
- Loft conversions
- Basement conversions
- Outbuildings in demised gardens
- Removal/installing walls (structural or otherwise)
- Re-routing of pipe work and waste pipes
- Repositioning of sanitary ware and appliances
- Any opening in the external fabric of the building (e.g. boiler flues)
- Any alteration to the external fabric of the building (e.g. doors, windows, roof)
- Sub-division although of course the council will no longer consider such applications

### **Appendix 1b: Alterations for which permission will not normally be required**

- Cosmetic alterations i.e. replacement of kitchen units and bathroom suites
- Boiler installations where the existing flue system will be used. However, the appropriate Gas Safe Certificate must be produced.

## APPENDIX 2

### Subletting – some questions raised at the last meeting of the Panel

1. Why is it proposed to require leaseholders to send HOT a copy of the assured shorthold agreement (AST)?

The lease (clause 4, subclause 23) actually requires the sublessee to sign an agreement with the Council to say that they will follow the conditions of the lease in relation to living in the building. The provision of a copy of the AST is therefore a more convenient alternative

2. Are you going to have a subletting fee for leaseholders who let a room or rooms in their property?

No, but you must make sure that you don't cause overcrowding.

3. Does the Data Protection Act allow the tenancy agreements to be provided to a third party?

All personal information provided to HOT is generally covered by the Act and is treated as confidential. The Act does not prevent personal information being requested and sent to the Council. It means that any information of this nature must be treated as confidential.

4. How have the proposed charges been calculated?

They have been calculated on the basis of the average amount of time required for the work involved. There is a lot of work required in registering each property, checking the details and informing the leaseholder if there are any errors. Furthermore the tenancy agreement will have to be checked to ensure it complies with the lease

5. Do short holiday lets fall into the same category as subletting?

You need planning permission to let your property for less than 90 days and without it you are breaking the law

The Assured Shorthold Tenancy form of tenancy agreement (AST) is normally used for subletting. It means that the property is let out for at least 6 months unless there are certain breaches of the agreement.

[There is no minimum term for an Assured Shorthold Tenancy specified in the legislation however, unless the tenant is in breach of the terms of the tenancy agreement, it is not possible to obtain a court order to regain possession of the property let until at least the first 6 months have gone by. Effectively therefore there is a minimum term of 6 months.]

A holiday letting, generally defined as one month or less is not allowed because the lease states that no commercial business can be carried on in the flat. Holiday letting as opposed to letting under an AST is designated as a type of business. Other types of letting are classed as unearned income, as with investments and savings and taxed accordingly.

#### 6. Why don't the Investigation charges apply to all leaseholders?

If a leaseholder lives in their property, there should be no problem contacting them or obtaining access. Where such problems occur, the question immediately arises as to whether the property is being sublet (sometimes without having been registered). Leaseholders need to be given advance notice that they cannot evade responsibility for problems by failing to provide contact details or making access difficult. These problems almost always arise in relation to properties which have been sublet.

However where a leaseholder who lives in their property commits a serious breach of the lease, for instance by failing to take timely action to repair a leakage which affects neighbouring properties, we will commence proceedings to recover any costs we must incur to rectify the situation. Otherwise the cost will fall on all leaseholders, which cannot be justified under the terms of the lease.



## Subletting Summary Table

Organisation	Fee (plus VAT)	Information required from the leaseholder
Wiltshire Council		Current address and contact phone number for emergencies
Cambridge City Council	£50	Registration form
Peabody Housing Association	£125 and £10 for each change	Copy of the shorthold tenancy agreement, letter from mortgage company and contact details
Irwell Valley Housing Association	Licence £100	Details
Reading Borough Council	£150	Copy of the shorthold tenancy agreement and contact details
Camden Council	1. Deed of Covenant - £130 (extra £50 if managing agent) 2. registration - £55	Your tenant must enter into a Deed of Covenant – to observe the conditions
Barking and Dagenham Council	£80	A copy of the signed short term lease or tenancy agreement and updates provided at each new signing

APPENDIX 3

Newlon Housing Trust	£100	Evidence your mortgage lender has agreed to you subletting Tenancy agreement.
Hammersmith & Fulham	£30	
Redbridge Homes	£60	Details
Partners Islington	£30	A certified copy of the tenancy agreement your new address and contact details
Ealing Council	£30	Details
CityWest	£30	A certified copy of the tenancy agreement with the sub-tenant
Greenwich Council	£150	Deed of covenant
Homes for Islington	£30	A copy of the new tenancy agreement