Improvements & Alterations Guide for Leaseholders

Leaseholders Guide to Improvements and Alterations

1. Introduction

1.1 This information is to help you decide whether you are eligible under your leasehold agreement to carry out improvements to your home. It also gives guidance about how to identify improvements, which may be subject to certain conditions, local authority planning permission or other regulatory standards.

1.2 This guide applies to Shared Owners and Leaseholders.

1.3 You must make a written request and receive permission from Southway Wythenshawe Homes before you make any arrangements for work to begin.

1.4 This document is for guidance only and does not give a legal interpretation or a summary of all the rules and regulations, which may apply to any improvements you wish to carry out in your home.

1.5 You must read your lease and you may want to seek independent advice before starting any improvement work

2. Why do I need written permission from Southway Wythenshawe Homes?

2.1 Southway Wythenshawe Homes still retain an interest in the property you own and owns the estate and land on which it stands. Permission for alterations and improvements forms part of your lease agreement and we manage and consider all applications for alterations or improvements affecting the building you live in and the surrounding areas, including communal areas, gardens, roof and loft space.

2.2 This guarantees the structure of the building remains safe for all occupants and ensures any changes made do not adversely affect the rights of other individuals who live in the building.

3. Will making improvements affect my lease agreement?

3.1 For most home improvements the answer is no. However, if the improvements are major ones, this may affect your lease and require a deed of variation.

3.2 Any legal costs incurred to make the necessary variations to your lease will be your responsibility. We will advise you if this is the case and the costs involved before your application is processed any further.

3.3 If the alterations are significant, you may also need the permission of the bank or building society who loaned you the money to buy your home or any other secured charge registered with the land registry.

4. Will there be any costs for applying to make improvements to my home?

4.1 Yes, there is a standard administration fee of £50 to cover the cost of processing your application. This needs paying before we can deal with your request.

4.2 If we need to visit to assess the improvement you are planning; the following fees will also apply:

a) Officer Fee £100 - this is payable if an Officer needs to carry out any inspections in order to make a decision on your application

b) Surveyor Fee £150 - this is payable if a surveyor needs to review your application and includes any inspections that are needed to make a decision on your application.

4.3 Additional visit fee £50 - this is payable for any additional visits that are required to check the standard of work that has been carried out

4.4 In a few exceptional cases, the improvements may need your lease agreement to be updated, the plans of the property amended, or additional work to amend your current service charges.

If this is the case, we will advise you what the costs will be, so you can decide if you still wish to continue

Such costs would need to be paid before written permission for the works will be granted.

5. What if I have already carried out improvements?

5.1 If you carry out improvements without our written permission, there is a charge of £500 to apply for approval retrospectively. This is in addition to the fees already mentioned above

5.2 You will need to apply for approval for the unauthorised work immediately.

5.3 You are breaking the terms of your lease if you do work without our permission. Any costs incurred to provide retrospective authorisation would be your responsibility to pay.

5.4 If you cannot prove you have received written permission from Southway Wythenshawe Homes for any improvements or alterations you have carried out, this may affect any future sale of your property.

6. What improvements need planning permission and/or building control approval?

6.1 Once you have received Southway Wythenshawe Home's permission for your improvement, it is your responsibility to get any formal planning permission and/or building regulations approval from the Council or any other permission you may need before you start the work.

6.2 If you are not sure what permissions you need, or if you need any permission, you are responsible for making the necessary enquiries. Southway Wythenshawe Homes cannot advise you on this.

7. Using a contractor

7.1 You must tell us who you are using to carry out the work and you must ensure that they have the relevant qualifications and insurance cover for the work you are asking them to carry out.

7.2 If you intend to carry out the work yourself then you must have the necessary qualifications for the work you are intending to do

7.3 Southway Wythenshawe Homes reserves the right to ask for evidence that you, or the contractor you are using, have the relevant qualifications to carry out the work you are intending to do

8. What types of improvements are likely to be refused permission?

8.1 Permission will not be granted for the following:

- Building ground floor extension or erecting a conservatory - Permission will not be granted if the land it is to be built on and the building it takes support from do not form part of your lease agreement
- Fencing off open plan / communal areas / erecting a garden shed / greenhouse - Permission will not be granted to a leaseholder to have exclusive rights over a piece of land that others already have a right over.
- Parking vehicles, creating a hard standing or building a garage within the curtilage - Permission will not be granted to one leaseholder to park vehicles, create hard standings or build a garage on land within the curtilage, due to the communal rights of all occupants within the building.
- Installations within loft area - Permission will not be granted to board out the loft space or for any appliance such as a central heating boiler or water heater to be fitted within the loft area above a leasehold flat as this area has not been sold to you and you do not have the right to use this area.

8.2 Generally, other than those listed above, where we have expressly said permission will not be granted, all applications for improvements are assessed on their individual merit.

8.4 However, we would not permit any improvements or alterations which may:

- adversely affect or impact on Southway Wythenshawe Homes, your neighbours'/ their property
- affect any part of the building which is not designated as part of your leasehold agreement
- affect the structure of the building; or
- affect the use of communal areas or facilities.

8.4 We will not unreasonably refuse permission for improvements, but we may impose conditions which will apply to granting permission.

8.5 Any conditions will be clearly identified in the letter you will receive and they must be adhered to. Failure to do so will be considered a breach by you of your obligations under your lease agreement and could result in us taking steps to remedy the breach.

9. Doors to Leasehold Flats

9.1 For fire safety reasons, leaseholders are prohibited from replacing the external doors of their flats, where these lead on to an internal communal area, without the express consent of the Trust.

9.2 On receipt of an application for consent to replace a front door, Southway Wythenshawe Homes will check the lease to see whether the door is demised to the leaseholder or remains the property of the landlord.

9.3 If the front door is the property of the leaseholder, Southway Wythenshawe Homes will advise the leaseholder that they will require consent from the Local Authority, which must be obtained before Southway Wythenshawe Homes considers the application further. Southway Wythenshawe Homes will advise the leaseholder of the specifications of the replacement door which must comply with the latest fire regulations.

9.4 Once planning consent is received, Southway Wythenshawe Homes will write to the leaseholder to confirm that they can proceed with the replacement door.

9.5 If the door is the property of the Landlord, Southway Wythenshawe Homes will consider whether the door is in disrepair before carrying out work to replace the door.

9.6 Southway Wythenshawe Homes will request the consent of the local authority and will ensure that the replacement door meets all current fire regulations.

10. Do I have to submit certificates for the work?

10.1 For your own safety, work of this nature must be done in line with current regulations and we must see proof of this as follows:

- Gas work – This work must be completed by a tradesperson who is registered on the Gas Safe Register. www.gassaferegister.co.uk
- Electrical wiring - The work must be completed by a tradesperson who is qualified to NICEIC Wiring Regulations or equivalent. www.niceic.com
- Plumbing - The work must be completed by a tradesperson who is qualified CIPHEPD standards. www.ciphepd.org.uk
- Windows & Doors - You must use a FENSA registered installer. www.fensa.co.uk

10.2 It is your responsibility to check whether or not you are in a conservation area which may affect the type and style of window you can fit and whether or not you need planning permission to fit the windows and / doors.

10.3 The tradesperson, in all cases, will provide you with the appropriate certificates for the work. The original certificates must be sent to us so a copy can be taken. We will then return the original certificates back to you.

10.4 If you do not send the certificates, we will send out an engineer to inspect the work that has been carried out and issue the appropriate certification. We will charge you the full cost of this service and any payment for associated repairs or alterations will be your responsibility.

11. Fencing

11.1 The plan contained within your lease will specify where your boundary should be and you must ensure that any fencing you erect complies with the lease and seek permission where necessary.

11.2 If you have moved or altered the boundary in any way you will be responsible for putting the boundary back or paying for the lease plan to be altered. Costs involved with altering the lease plan will vary and you will be responsible for paying for any valuation fees and legal fees that Southway Wythenshawe Homes incurs in amending the plan.

11.3 If you want to replace fencing that is on a shared boundary and the neighbouring property is an owner occupier or leaseholder then you will need to negotiate sharing costs with them. Southway Wythenshawe Homes will not participate in any negotiations.

11.4 If you want to replace fencing that is on a shared boundary and the neighbouring property is owned by Southway Wythenshawe Homes, we will only contribute to the cost of replacing the fencing if it was in installed by us after 26 November 2007. We will not repair or replace fencing that was installed before 26 November 2007 or was not installed by us. Please see our Boundary Treatment Policy for more information.

11.5 It is your responsibility to check whether or not you are in a conservation area which may affect the type and style of fencing you can fit and whether or not you need planning permission to fit the fencing.

12 Wooden Flooring

12.1 Some leases may prohibit the fitting of wooden flooring, you must check your lease before you install the flooring.

12.2 If we agree that you can install wooden flooring, it will be on the condition that,

- if by installing the wooden flooring, you cause a nuisance or annoyance to your neighbour, this will constitute a breach of your lease and you will be required to remove the flooring and replace it with a more suitable floor covering. This will be at your expense.
- You must take it up (at our request) or allow us to take it up if we need to do so to inspect or carry out work to the property.
- If we take it up, we will not be responsible for refitting it, making good or replacing it.

13 Making an application

13.1 If you are applying for consent for an alteration, you must:

- Send us full details of the works (including plans, drawings, and measurements where possible) you intend to carry out.
- Include a quote for the work you are planning
- Pay a non-refundable fee of £50.00 by debit / credit card. This covers the costs of processing your application which includes reviewing paperwork and checking the correct permissions are in place. If we have to visit you to check drawings, specification or boundaries there will be an additional fees payable.
- If you are doing a major improvement, such as fitting new windows, a surveyor will need to inspect the work once it has been completed further fees will be payable. We will tell you if these additional fees apply and you will need to pay before we will consent to any work being carried out.
- Further fees may be applied if we need to send a surveyor out to check your plans. We will notify you of all fees payable when you apply

13.2 The works you intend to carry out must:

- be within the part of the building owned by you. (*see note below)
- not cause damage to the structure of the building, or depreciation in the value of the property or building, or hinder the management or maintenance of the building.
- carried out by competent tradespeople.
- be of acceptable standard that meets building and health and safety regulations (or for windows, comply with the FENSA standard).

If you want to extend your property into an area outside your ownership, you will have to apply to buy the area and add it to your lease.

If we agree to sell the area, you will pay the market value of the area, plus valuation and legal costs.

14. Can Southway Wythenshawe Homes do the work for me?

14.1 Southway Wythenshawe Homes are unable to carry out improvement or alteration work on behalf of leaseholders

15. What is the decision process?

15.1 Gecko Homes will assess your application once it has been received.

15.2 We will aim to let you know our decision within 14 days. If we need further information or have to visit your home to check the work you want to do, this may cause a delay. We will contact you to arrange a time to visit, if necessary.

15.3 You will receive a letter telling you if your application has been approved. The permission letter is only valid for three months. Failure to carry out the work and confirm it has been completed within three months, will cancel the permission and you will have to apply again.

15.4 We will not authorise any work if you have service charge or rent arrears. Any work carried out before permission is granted will be classed as unauthorised and a charge will be made if authorisation has to be obtained later.

16 What do I do when I have completed my improvement?

16.1 When the work you have received permission for is completed, you must notify us and enclose any certificates you have been given (if applicable). When we receive these, the surveyor or Officer will come to your home to inspect the work that has been carried out and make sure it complies with any conditions stipulated in the granting of permission.

16.2 If everything is satisfactory you will receive a letter within 14 days, acknowledging that all the work has been carried out to our satisfaction.

16.3 If the final inspection reveals any faults or that the work has not been carried out under the conditions stipulated by us, you will receive a letter telling you the work you still need to do. This work must be completed within the deadline we give you. Further visit fees will apply until the work is signed off as satisfactory

16.4 The following may constitute a breach of your lease agreement and the Trust will take necessary action to ensure the breach is remedied, this may include taking action to remedy the breach:

- Failure to carry out work as agreed with the surveyor,
- Failure to fully complete the work, or any remedial work
- Failure to allow the Trust to inspect the work
- Carrying out additional work that has not been approve

17 Do I have the right of appeal against the decision?

17.1 If you are unhappy with the outcome of your application, you have the right to appeal within 28 days of the date of the letter.

17.2 If the refusal is due to improvements contravening building, planning, safety or other legislative regulations, our decision will be final. If the refusal is not related to the above and an alternative course of action cannot be agreed, your appeal will be processed through the Complaints policy.

18 Where do I send my application form?

18.1 Please use the standard application form at the end of this guide and send it to us at

Southway Wythenshawe Homes
Southern Gate
729 Princess Road
Didsbury
Manchester

M2LT

Or email us at leasehold@geckohomes.co.uk

18.2 The standard administration fee of £50 to cover the cost of processing your application will need to be paid before we can deal with your request.

18.3 If you are borrowing extra money to fund your improvements further fees may apply, please refer to the Guide to Extra Borrowing for more information

19 How do I make a payment?

19.1 Please contact us for the bank details to make a payment by bank transfer.

We are committed to providing equal access to information. If you would like this information in another format, please phone us on 0330 995 1333 (option 5).

Improvement Application Form and Agreement

Leaseholder 1

Leaseholder 2

Address

Correspondence address if different from the above

Email

Telephone number

You must ensure that you include with this signed agreement

- full details of the works (including plans, drawings, and measurements where applicable) you intend to carry out.
- quotes for the work you are planning
- Evidence of the qualifications held by the contractor you intend to use
- Proof that you have paid the £50 admin fee
- A signed copy of the Declaration Agreement

Declaration and Agreement

In this Agreement

"Leaseholder" means all people named on the lease of the property
"The premises" means the property described in the lease

By signing this agreement, the Leaseholder (s) is confirming that:

- They have read the "Guide to Improvements" provided by Southway Wythenshawe Homes.
- They understand that no work is to start before a decision has been made by Southway Wythenshawe Homes
- They understand that Southway Wythenshawe Homes will not authorise any work if they have service charge or rent arrears
- Any work carried out by the Leaseholder before permission is granted will be classed as unauthorised and a charge will be made if authorisation has to be obtained later.
- The £50 admin fee is non-refundable
- If an Officer is required to visit to assess the application an additional fee of £100 is payable
- If a Surveyor is required to visit to assess the application an additional fee of £150 is payable
- If additional visits are required pre or post completion of work these are charged at £50 per visit
- All fees paid are non-refundable and non-negotiable
- All fees must be paid on demand
- The Leaseholder is responsible for ensuring that any permissions, such as for Building Control or Planning, are sought and approved prior to work being carried out
- Fees required for permissions such as Building Control or Planning are the responsibility of the Leaseholder to pay
- Southway Wythenshawe Homes cannot give any advice on the requirement for permissions or consents for planning or building control etc.
- The works the Leaseholder intends to carry out must
  - be within the part of the building owned by the Leaseholder
  - not cause damage to the structure of the building, or depreciation in the value of the property or building, or hinder the management or maintenance of the building
  - be carried out by competent tradespeople
  - be of acceptable standard that meets building and health and safety regulations (or for windows, comply with the FENSA standard).

- The following may constitute a breach of your lease agreement and the Trust will take necessary action to ensure the breach is remedied, this may include taking action to forfeit your lease:
  - Failure to carry out work as agreed with the surveyor,
  - Failure to fully complete the work, or any remedial work
  - Failure to allow the Trust to inspect the work
  - Carrying out additional work that has not been approved
- If permission is granted and the work carried out does not meet the standards of H&S and / or the specification agreed, the Leaseholder will be liable to remove any alterations or improvements, putting the property back to its original condition and being liable for any costs associated with doing so

Name _____ **Signature** _____

Name _____ **Signature** _____

Name _____ **Signature** _____

Date _____