

Carrying Out Alterations or Improvements

Under the terms of your lease, you are likely to need your landlord's written consent before making any alterations or carrying out works to your property. This is because the structure of the building, fixtures and fittings actually belong to your landlord; you have the right to use them for the term of the lease and an obligation to keep them in good repair.

Type of Work

Works where consent is likely to be required are:

- Changing the layout of your property
- Changing the windows
- Installing wooden (or other hard covering) to floors
- Works to the electrics
- Works that involve a gas supply, eg installing a gas fire,
- Works to the plumbing eg installing new bathroom fittings or fitting a shower in a different place within the bathroom
- Installing of a new boiler
- Installing air conditioning

Works which are unlikely to require consent are:

- Redecoration within your property
- Replacing existing carpets with new carpets
- Replacing kitchen units providing the work does not include any electrical or plumbing works
- Installing a washing machine in the same position as the old one where no plumbing work is required

How will consent be given?

This will depend on the nature of the works. For small works, consent will be given by way of a simple letter. For more major works, a Licence to Alter will be required. Depending on the scale of the project, this may be drawn up by a solicitor, surveyor or structural engineer. The landlord is likely to include conditions within any Licence. These may include; hours of permitted work, use of communal areas, timescale within which the project must be completed, etc.

Whether consent is given by way of a simple letter or formal Licence to Alter, the document will include details of the works. For larger projects, it will include drawings, perhaps calculations provided by a structural engineer, details of any planning consent required etc. You may also require Building Regulations approval from the Council.

If, during the project, you change your plans, you will need to obtain further approval from your landlord. Your landlord's consent may include a future requirement for you to put the property back to how it was before you carried out the work.

Other Guides:

- Glossary
- What is a Lease?
- Who is who in a block of leasehold flats?
- Who has responsibility for what?
- Carrying out alterations or improvements
- What costs will I have to pay each year?
- The money – service charges & ground rent in leasehold homes
- Reserve & sinking funds
- Section 20 information
- Shared ownership
- Common misconceptions about leasehold?
- Your leasehold home – making a complaint

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What costs will be involved?

Where your lease provides for you to undertake alterations or improvements with the landlord's consent, the law says that consent should not be unreasonably withheld but your landlord can make a reasonable charge for considering your plans and granting consent. The managing agent or landlord should provide a menu of charges for services provided to individual leaseholders outside those covered by the service charge. For major works, you may also be responsible for the landlord's reasonable legal, surveyor's and engineer's costs.

If your lease prohibits making any alterations or improvements you may be able to negotiate amendments to the lease with your landlord but he may seek a premium for agreeing to any amendment. Your home might be at risk if you undertake any works not permitted within your lease!

Charges imposed by your landlord or their managing agent are Administration Charges which must be reasonable. If you feel your landlord is seeking unreasonable charges, you can apply to the First-tier Tribunal (F-tT) to determine whether they are reasonable. You are strongly advised to seek advice before making any application to the F-tT. Free advice is available to leaseholders from the Leasehold Advisory Service at www.lease-advice.org

Why can't I just go ahead and carry out whatever work I want?

Your lease has been drafted to protect the interests of all parties, including your landlord and other occupiers of the building. Restricting what work can be undertaken and how, helps to ensure that nothing is done to:

- undermine the stability of the structure of the building
- invalidate the landlord's insurance cover for the building
- upset your neighbours and undermine their rights of occupancy

Your landlord (and their managing agents) also have obligations to ensure that fire safety standards are maintained and that is why you may require consent for replacing your front door or similar works. Your landlord will need to ensure that any replacement meets the protection requirements of the fire safety regulations.

If you undertake works without the required consent it can prove difficult and costly when you wish to sell your property. Your home might also be at risk if you undertake any works not permitted within your lease or without the required consent.

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