

REQUEST FOR CONSENT TO ALTER OR ADD TO A LEASEHOLD PROPERTY

Guidance Notes for Leaseholders

Introduction – Homeground and Leasehold Property Alterations

Homeground Management Limited (“Homeground”) acts as an agent for a large number of companies which own Freehold and other Landlord interests in properties across England and Wales, which include both flats and houses, most of which are let on long Leases. A Lease will typically contain restrictions about what the leaseholder can do with their property, including carrying out works or making changes (“alterations”). Normally, a leaseholder will need formal written approval (“consent”) from their Landlord before carrying out alterations.

When the owner of a flat or a house needs to ask for Landlord’s consent to carry out alterations, Homeground deals with these requests on behalf of the Landlords and companies it represents, through our Leasehold Management Team within our Legal Department (legal@homegroundonline.com).

Our Process for dealing with requests for alterations - how it works

Stage 1 – Initial Assessment and Assessment Fee

You have contacted us to enquire about making an alteration to your leasehold property. We now need you to provide us with as much information as possible about what you want to do, by completing the sections of this Application Form, and providing supporting documents such as plans, drawings, photographs and planning or building consents obtained. We need you to do this so we can fully understand the extent of works you want to carry out, and undertake an initial assessment of your request, including a review of the terms of your Lease to check that they allow you to do what you are requesting. In order to carry out this initial assessment, we ask that you pay a **£108.00 non-refundable administration fee** when submitting your Application Form to us.

This assessment also considers:

- What further documents or information we may need to help us consider your application
- Whether the work you want to do appears to involve structural or load bearing parts of your property, or will affect communal parts of your building, or land falling outside your own property (your “demise”), and may therefore need to be reviewed by an independent building surveyor appointed by the Landlord
- Whether other parties may need to be consulted before consent is given, such as a third party Residents’ Management Company or Residents’ Association, or immediate neighbours
- Whether if consent is given, this can be recorded in a letter form prepared by Homeground, or needs to be recorded in a formal legal Deed prepared by solicitors on the Landlord’s behalf

The more information you are able to provide us with at this early stage, the faster and easier it will be for us to consider and process your request. If we are not given details of all the alterations you want to carry out up front, this may cause delays as well as further costs to you, for example if the Landlord’s surveyor has to re-inspect your property or re-consider the new elements of your proposal.

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Stage 2 – Requirements for final decision on consent and applicable conditions

Once we have received your completed Application Form and fee, allowing us to carry out the Initial assessment, we will provide you with an initial response in writing. If at this stage, having reviewed the proposal, we believe it would not be reasonable to give consent, or if there is another reason why the Landlord cannot give consent, we will inform you, and obviously there will be no further fees for you to pay. In some cases, after considering your lease, we may find that you do not need any formal consent to make the alterations you have proposed, and again, we will of course tell you if this applies.

If you do need consent, and following our initial assessment, we see nothing that in our view would prevent the Landlord giving consent, we will provide you with a written response, which will set out our understanding of your proposed works, and any Landlord's additional requirements to be able to grant the consent. These requirements will include payment of the Landlord's reasonable fees, including where applicable third party professional costs, and we will provide you with details of these fees and costs as part of our response.

Homeground provides consent to alterations in two alternative formats, which depends on the circumstances of each individual case. The fees and third party costs you have to pay vary in each case. In order to manage your expectations, we have provided the table below as a guide to what form of consent you are likely to need, and to set out how much you are likely to pay should your request for alterations be approved.

Until you have met all the Landlords' requirements, including payment of fees, and a signed consent letter, or fully executed Licence to Alter has been issued to you, please be aware that consent will not be final. You should not therefore start works until the process is finally complete.

The two forms of consent

The Landlord has absolute discretion as to which form of consent is required for an individual case. The table below is designed to give you an indication of what type of consent is likely to apply for the most common types of alterations request.

It is important to note that both forms of consent are important documents and should be kept with the deeds of your property. You will need to show them to mortgage lenders and, if you decide to sell your property, to any future buyer's solicitor to show that you had received the Landlord's permission for the works you carried out.

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Consent by Letter (“Letter Licence”)	License to Alter by Deed
<ul style="list-style-type: none"> Suitable for straightforward non-structural alterations within the leasehold demise Will usually not involve any report or advice from third party surveyors 	<ul style="list-style-type: none"> Usually required for alterations that change or add to the layout of the demise as shown on the plans in the lease, or complex and structural alterations that require review by a third party surveyor Required for any consents affecting part of a building or land outside the leasehold demise Prepared as a bespoke formal legal Deed by third party solicitors acting for the Landlord Signed (or “executed”) by both parties, and have the same legal status as your lease
Changing existing windows or doors – like for like, UPVC or double glazed.	Creating new window openings in a roof or external wall, or converting an external window to a door
Change or replacement of boiler and associated flue within an apartment (unless the work involves parts of the building not demised – e.g. creating an opening in an external wall or installing a new flue within a ceiling void).	Constructing sun rooms, orangeries, or other forms of addition to a property which involve substantial building works
Erecting exterior garden or boundary walls, fences, gates and railings (Outdoors)	Extensions (including single or two story extensions, new garages, outhouses and porches)
Replacing or updating exterior driveways	Changing Internal layout of the property (moving kitchens or bathrooms, removing or adding internal structural walls or partitioning.)
Wet Rooms (Bathroom or Kitchens, if no internal walls are being moved or removed) walls are being moved or removed).	Converting a demised garage into living space (such as a bedroom or living room)
Erecting a conservatory or other structure on demised leasehold property not involving substantial building works	Extending an apartment into the attic or roof space
Installing wooden flooring in apartments (where the lease has restrictions on floor coverings to prevent e.g. noise nuisance to neighbours)	Installing additional floors, such as mezzanine levels, and creating new staircases (e.g. within multi-level apartments)

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The fees and third party costs for each type of consent

We consider each request for alteration according to its individual circumstances, but the fees and costs below are those that will apply to the majority of residential leasehold requests we receive. If your request involves work to areas outside your leasehold demise, or is particularly complicated we reserve the right to provide you with a bespoke fee quote.

Form of Consent	Homeground Administration Fee	Third Party Surveyors' Costs (if required)	Third Party Solicitors' Costs	Total Fees and Third Party Costs
Consent by Letter	£300.00	N/A	N/A	£300.00
Licence to Alter by Deed	£360.00	£600.00 (inclusive of VAT)	£480.00 (inclusive of VAT)	£1,440.00* [*£840.00 if a surveyors report is not required]

Landlord Premium

For almost all alterations leaseholders want to carry out within their property (or demise), as defined by the lease, only administration fees, and sometimes third party professional fees will be payable. In some cases, what leaseholders want to do includes or affects parts of the building or land outside their demise, which belongs to the Landlord. For example, if a leaseholder of an apartment wants to open up a new window or door in the external wall of their building, that external wall will almost certainly not be part of their demise. Alternatively, a leaseholder may want to build on and access part of land which does not form part of their demise.

These types of consent fall outside the scope of the lease, and may be granted purely at the Landlord's discretion. In such cases, the Landlord has the right to request an additional payment, or "premium" as condition for giving consent, and to reflect the extra rights and value the Landlord is granting to the leaseholder over and above the terms of their original lease.

If a Landlord Premium is going to be requested as a condition of granting consent, we will tell you as soon as possible. In such cases, the consent and any additional rights granted to the leaseholder will need to be recorded in a formal legal Deed document.

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Frequently Asked Questions

Why do I need to obtain my Landlord's consent to make alterations?

Answer: In each case, this depends on the terms of the individual lease to your property. Most leases contain restrictions about what types of work and changes a leaseholder can make to their property, and often they will need to ask for the Landlord's permission (or "consent") before starting works. These requirements are usually imposed for the protection and benefit of all adjoining residents and leaseholders. As part of the application process Homeground will review your lease to confirm whether Landlord's consent is required.

What are the next steps?

Answer: Once we have received the completed Application Form together with any supporting documentation and payment of the initial assessment fee of £108, we will fully review your application. As part of this review we will review your application documents, your Lease, and the property title documents. If we need any further documentation, we will keep you informed.

When we have completed our initial assessment, we will respond in writing to confirm the following (as applicable in each case);

- Whether your request has been rejected and the reasons for this, or if we find after review that your request does not need formal consent from the Landlord
- If we consider that consent could, in principle, be given, whether this will be by Consent letter or by Licence to Alter by Deed, and whether the Landlord requires the appointment of a third party surveyor to assess the application, and/or carry out an inspection of the property. You will also be given details of the additional fees and any third party costs that must be paid as a condition of receiving consent, and asked for any other documents or information not already provided that we or the Landlord's appointed solicitors or surveyors need to complete their assessment of your application, and prepare the document(s) recording the consent.
- If your application includes works or a proposal that justifies a Landlord Premium being charged, we will also let you know at this stage what that premium will be.

You will need to pay all fees and third party costs requested, and provide any further documents requested. Once we have received everything required, and any surveyor appointed has completed their assessment, you will be sent a draft form of the Consent Letter or Licence to Alter (as applicable) for review. Key documents such as plans and any surveyors' report will be appended to the Consent Letter or Licence to Alter and form part of the terms of consent.

Once the final form Consent Letter has been signed and sent to you, or the Licence to Alter has been signed by both parties and completed, you may then carry out the alterations to your property which have been agreed and recorded in the document.

Do I need consent from any other parties to carry out alterations?

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Answer: This depends upon whether there are other parties to your lease (such as a Residents' Management Company – "RMC"), which may also have to give consent. We may also check whether any of the neighbouring properties to yours are affected by the intended works, and check whether there are any objections. In some cases you may be required to liaise with the managing agent for your building or estate and obtain written confirmation from them that they (and/or other residents) are satisfied with the proposals and do not object to the alterations proposed.

How long does consent take to be granted?

Answer: We advise leaseholders that the process can take 10-14 weeks to complete provided that we receive all the relevant documentation and payment of fees or costs promptly. This however is subject to change depending on the complexity or other features of each application.

Will I need legal advice?

Answer: We recommend that you obtain independent legal advice where any formal legal document is being entered into, given the potential impact on salability and mortgageability of your property. Your Landlord cannot give you advice on such matters and will not bear any cost for independent legal advice sought.

Will I incur any additional costs?

Answer: We have set out above the fees and costs you will be expected to pay to Homeground and to any third party professionals appointed by the Landlord. Any other third party costs which you need to pay for your own advice, such as surveyors' fees or planning fees which you incur in obtaining documents required in connection with your intended works are separate and for you to agree with those third parties.

What if I have carried out alterations to my property and I did not obtain Landlord consent?

Answer: It is extremely important that leaseholders get any consent required by the terms of their lease before starting works or altering their property. If you carry out alterations without getting prior consent, you will almost certainly contravene terms of your lease (known as being "in breach"). This can have serious consequences for a leaseholder, and affect your mortgage lenders' security over your property, and can also delay or affect any ongoing sale or re-mortgage.

If we become aware of alterations carried out without consent, we will investigate the matter fully, in order to advise the Landlord how best to proceed. The Landlord may be able to give retrospective permission, but in some cases may require you to re-instate the property to its original condition by removing the unauthorised alterations. If retrospective permission is to be agreed, you may be asked to pay additional fees and third party costs in addition to those for normal advance consent. The Landlord may need to have the works you have carried out inspected by a surveyor to check that they have been carried out to a reasonable and proper standard.

If you inherited an alteration from a previous owner that did not obtain Landlord consent and are able to evidence this, retrospective fees will not be applied.

Version date 19 February 2018

Please note that HomeGround reserves the right to amend its service guidance, including the fee levels stated, without prior notice. This document is up to date as at the date you are sent it by us, or download it from www.homegroundonline.com. If we do amend our procedures or fee levels during a transaction, we will try to inform you as soon as we can.

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How to communicate with us

We aim to provide you with an efficient and cost effective service. We do not have an incoming telephone line, but we are committed to acknowledging and responding to your enquiries as quickly as possible. Where, for speed or efficiency we need to speak to you or any adviser acting for you about an application we will do so.

Our primary contact methods are below, and we ask that all communications are clearly referenced with your full address, and also your 12-digit Customer Reference Number so that we can quickly and easily locate your account details.

Email: legal@homegroundonline.com

Post: HomeGround Management Ltd
PO BOX 6433
London
W1A 2UZ

How to pay fees and costs for applications

By Cheque

Make your cheque payable to 'Homeground'. Please write the address of the property payment refers to and your unique 12-digit Customer Reference Number on the back of the cheque, and send it by post to: Homeground Management Ltd, PO Box 6433, London, W1A 2UZ

Via our Website – Tenant Portal

Using the tenant portal to log-in to your online account, it is easy to send a payment straight to us. For this you need to have registered your account first, using your 12-digit Customer Reference Number and Security Key (originally provided to you with your Homeground Welcome Pack). Once logged-in you'll find the link to the form in the navigation panel on the left-hand side of the page. Please include your unique 12-digit Customer Reference Number with your payment.

By Electronic Bank Transfer

Account Name: Homeground Management Limited
Account Number: 04046315
Sort Code: 18-00-02
Bank Address: Coutts & Co, 440 Strand, London WC2 0Q8
Reference to quote: "LH/(your unique 12- digit Customer Reference Number)"

Yours faithfully



Homeground Management Ltd

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APPLICATION FOR CONSENT: RESIDENTIAL LEASEHOLD ALTERATIONS

Please fill out the below sections giving as much detail as possible.

Customer Reference Number:					
Leasehold Property Address:					
Unit Type - <i>Please circle:</i>	House	Flat	Maisonette	Garage	Bungalow
Other Type - <i>Please specify:</i>					

Leaseholder Contact Information

Leaseholder Full Name:	
Leaseholder Email Address:	
Leaseholder Telephone Number:	
Leaseholder Correspondence Address (<i>if different from above</i>):	

Managing Agent

Please provide the name and contact details for your managing agent to whom you pay your service charges if applicable.

Managing Agent Name:	
Managing Agent Contact Details:	

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Please tick the appropriate boxes below if your request for alterations involves any of the following:

Description of Works	Please provide further detail
Removal of Wall or the Creation/Forming of New Openings. <i>Example:</i> <ul style="list-style-type: none">- Creating open plan living area- Increasing size of a door	
Increasing the Floor Area of the Property <i>Example:</i> <ul style="list-style-type: none">- Loft Conversion- Extension- Conservatory	
Alterations to Services <i>Examples:</i> <ul style="list-style-type: none">- Changes to the gas / electrics- Installing boiler	
Reconfiguring the layout of your Property <i>Examples:</i> <ul style="list-style-type: none">- Creating a new en-suite- Moving kitchen area- Converting Garage Space to Bedroom	
Changing the external appearance <i>Examples:</i> <ul style="list-style-type: none">- replacing the windows- installing a roof light- new extraction grille	
Work to non-demised areas which could impact neighbours property <i>Examples:</i> <i>Works that could affect the common parts</i> <ul style="list-style-type: none">- Party wall issues.	

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Applicant Declaration

I/We confirm that the details provided in this form are up to date, complete and accurate. I/We understand that if the proposed alterations change, or incomplete/inaccurate information is provided, this may delay a decision on consent, or change any conditions to which consent may be subject, including fees or third party costs.

I/We understand that acceptance of this form by Homeground may not be implied as any form of consent to the proposed alterations, or that consent will be given.

Signed:.....

Your Name(s):.....

Date:.....

Administration Charges – Summary of Tenants' Rights and Obligations

(1) This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—

- *for or in connection with the grant of an approval under your lease, or an application for such approval;*
- *for or in connection with the provision of information or documents;*
- *in respect of your failure to make any payment due under your lease; or*
- *in connection with a breach of a covenant or condition of your lease.*
- *If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.*

(3) Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

(4) You have the right to ask a leasehold valuation tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—

- *who should pay the administration charge and to whom it should be paid to;*
- *the amount;*
- *the date it should be paid by; and*
- *how it should be paid.*
- *However, you do not have this right where—*
 - *a matter has been agreed or admitted by you;*
 - *a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or*
 - *a matter has been decided by a court.*

(5) You have the right to apply to a leasehold valuation tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge, is unreasonable.

(6) Where you seek a determination or order from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable to the tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.

(7) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where—

- *it dismisses a matter because it is frivolous, vexatious or an abuse of process; or*
- *it considers that a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.*
- *The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.*

(8) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.