



LicenceToAlter



# Typical Leaseholder Works — the Big 3!

A Guide for Leaseholders



[enquiries@LicenceToAlter.com](mailto:enquiries@LicenceToAlter.com)  
[LicenceToAlter.com](http://LicenceToAlter.com)

# In order to protect the freeholder's interests and those of other leaseholders/tenants, most residential leases restrict the leaseholder's rights to alter premises.

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### What is a Licence to Alter?

Except for only minor modernisation works, such as internal redecoration, leaseholders are usually obliged to obtain formal written consent for any internal building works. Furthermore, if the leaseholders' proposals involve any works that may be specifically prohibited by the lease, such as structural alterations, a formal Licence to Alter (LTA) will need to be granted by the freeholder.

Freeholders, management companies and managing agents have a responsibility to ensure that leaseholder alterations do not adversely affect the freehold interest or other leaseholders.

In many residential blocks, specific rules and procedures for the management of leaseholder works have been drawn up. These management guidelines often stipulate the type of works that will and will not be permitted and also set out the specific requirements for the application process and monitoring of the works.

### 1. Structural Alterations

The trend towards flexible living space has resulted in a move towards more open plan living. Inevitably, this has meant an increase in requirement for layout and structural alterations. If structural alterations are carried out incorrectly, damage can occur to the structure affecting the freehold interest and other leaseholders. In usual circumstances, it is recommended that the landlord appoints an independent checking engineer to review the proposals put forward by the leaseholder's team.

**The following are factors to consider:** Do the proposals take into account any other structural alterations within the block (i.e. those carried out in other flats), which may affect the load paths that might be assumed from the original layout?

Have the temporary works (e.g. propping carried out by the leaseholder's contractor) been approved by the engineer? More often than not it is insufficient temporary works that constitute the highest risk of damage.

Schedules of Condition must be prepared for the flats above and below the area of the works to help ascertain liability for any damage that may be caused.

### 2. Installation of hard floor Finishes

Residential leases commonly require leaseholders to close carpet the floors of their flats. Why carpets? Carpets are required for sound reducing sound to adjacent flats.

Over the last 15 or so years, there has been growth in the popularity of modern floor finishes, such as wood. With this type of hard floor finish, problems can, and often do occur with noise nuisance affecting other flats. This is a particular problem in older properties and flat conversions that do not benefit from modern standards of construction. A leaseholder who removes the carpet and/or installs solid flooring may be in breach of the terms of their lease.

Some landlords have in place a blanket ban on the installation of hard flooring. But, where this type of alteration will be considered, a policy ought to be in place so that this type of alteration is controlled to minimise the risk of problems.

A suitable policy will be:

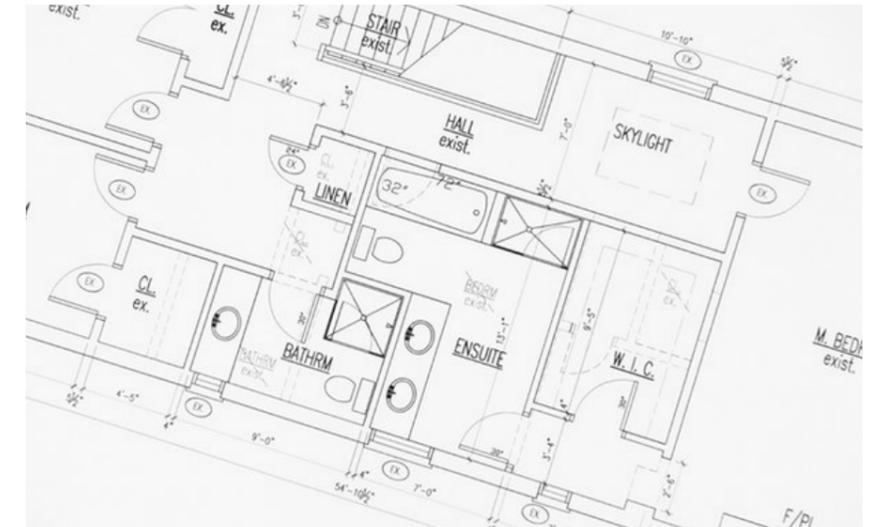
- An acoustic test undertaken before any work commences to set the benchmark (measure the acoustic performance of the existing carpet/lease requirements).

## Factsheet

- Liaise with the landlord's surveyor and agree the acoustic insulation material to be incorporated into new floor finishes, taking into account the construction, new finish and benchmark target. There are many acoustic insulation products on the market and it is essential that the decision to use a particular product is based on the target performance and in the context of the building fabric.
  - Carry out a further "post-installation" acoustic test upon completion of the works to prove that performance target (benchmark) has been achieved and the insulation/floor installed correctly. Poor or careless workmanship can seriously affect the performance of the acoustic insulation.
  - If the post installation test shows that the new floor is not satisfactory, the leaseholder is required to carry out remedial works as necessary or agree to re-carpet the floors
- It is important to appreciate that the benchmark/target acoustic performance may exceed the minimum requirements of the Building Regulations. Complying with the minimum requirement of the Building Regulations (which only apply to new buildings or building undergoing a change of use), does not mean that noise nuisance and complaints from other leaseholders will not occur.



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### Other factors to consider:

- A Schedule of Condition ought to be carried out for the ceiling of any other flat beneath the new floors to record the condition (cracks etc can occur due to vibration caused during the installation of the new floor).
- The leaseholder will need to meet the landlord's costs associated with the new floors, which will include the legal costs to prepare a Licence, surveyors' costs for monitoring the works and the costs for the pre and post-installation acoustic testing.
- Where hard flooring has been installed inappropriately, perhaps without consent, this may only be highlighted as a problem following a change in occupancy (such as children) etc. This may be some time after the works were carried out.

## 3. Relocation of Wet Areas

Often, internal layout alterations include the provision of new wet areas such as en suites and relocation of the kitchen area.

### The following are factors that will need to be carefully considered:

- Relocation of, say a kitchen to a bedroom, may cause problems with noise from a change in occupancy where the new kitchen is above a bedroom in the flat below. Noise may occur from hard flooring (where the floor was previously carpeted), type of occupancy and location of equipment/ services (washing machine) etc.
- Location of services — will the alteration require extensive re-servicing, such as extension of water and drainage pipes that may require changes externally?
- What are the proposals for mechanical ventilation, for example will new extractor grilles be installed on external walls which may be principle elevations free from other pipes or services fittings?
- If existing drainage runs are not local to the new wet area, the proposal may involve installing macerators (such as "Saniflo" type units). These type of macerators are susceptible to blockages and failure if not properly maintained, causing leaks which may affect the landlord's structure and flats below. These units are also a source of noise which may cause a nuisance to other leaseholders.
- With any new wet area, it is recommended that a comprehensive system of tanking is introduced to help contain any leaks which may occur.
- If landlords do consider granting consent for the relocation of existing or provision of new wet areas, this should be done so on the basis of clear and specific conditions, which set a precedent within the block.

The above provides only a snapshot of some common leaseholder alterations and the various issues that need to be considered. It is important that those responsible for the management of residential buildings appreciate the importance of properly dealing with leaseholder alteration works and the requirement to appoint consultants who are able to offer expert advice and guide the process.

## How can EK Licence To Alter help?

EK Licence To Alter have vast experience in dealing with leaseholder alterations. Our skills and expertise in this area enable us to provide clear advice to both leaseholders and landlords. We are regularly appointed to act as the landlord's surveyor to monitor leaseholder works and often for large and complex alteration projects.

Earl Kendrick Building Surveyors, an established and award winning firm of chartered building surveyors, have spent years perfecting the procedures for the licence to alter consent process. We worked to hone and finesse the process from start to finish making it stress-free for managing agents whilst managing multiple parties throughout. EK Licence to Alter is solely dedicated to the licence to alter discipline.

If you would like to know more about EK Licence To Alter and the services we provide, please contact us:

**London Office:** 020 3667 1510

**Manchester Office:** 0161 804 8439

**Birmingham Office:** 07764 788 405

**Bristol Office:** 07590 881 621

**Brighton Office:** 01273 974 416

**Cotswolds Office:** 01666 331 614

[enquiries@LicenceToAlter.com](mailto:enquiries@LicenceToAlter.com)



**Julian Davies**  
Group Managing Director  
[julian@earlkendrick.com](mailto:julian@earlkendrick.com)



**Bill Pryke**  
Director  
EK Licence to Alter  
[bill@earlkendrick.com](mailto:bill@earlkendrick.com)