

Alterations to Residential Flats

A **Licence for Alterations** granted by the freeholder is usually required under the terms of the lease before a leaseholder can proceed with its proposed alterations; if permitted at all.

A **Deed of Variation** will often also be required to formally record the changes to the property in the lease and at the Land Registry. Where necessary, the leaseholder will need to have new lease plans drawn up to reflect the changes to the property.

The leaseholder will almost always be responsible for the freeholder's professional and other fees to be incurred in the matter.

Without the Licence and Deed of Variation, the leaseholder may well be in breach of the terms of their mortgage (if any). Further, any future purchaser of the property would require such Licence and Deed to be organised before purchasing. The property could therefore be unsaleable if the correct procedures are not followed.

Process

1. The leaseholder submits proposed plans to the freeholder for their consideration and approval. Such proposal should include:
 - (a) drawings/plans of the proposed works;
 - (b) written specifications of the works to be carried out;
 - (c) a new Land Registry compliant lease plan prepared by a surveyor; and
 - (d) any Planning Permission (if necessary for the type of proposed works).
2. Depending on the nature of the proposed works, the freeholder may require a surveyor's opinion/advice before making a decision in principle in relation to the proposals.
3. If the freeholder agrees to the works in principle, a Licence for Alterations and Deed of Variation is prepared and issued for the leaseholder's consideration. The Licence will annex copies of the proposed drawings/plans, the specification of works and any necessary Planning Permission. The Deed of Variation will annex the new lease plan and will need to be registered at the Land Registry by the leaseholder once the works are finalised, inspected and signed-off by the freeholder. Again, the freeholder may require a surveyor to inspect the finalised works.
4. Once the wording of the Licence and Deed is agreed between the freeholder and the leaseholder, the Licence is completed and the leaseholder may start the works. The Deed of Variation is not completed and registered at the Land Registry until the works are finalised and signed-off by the freeholder/surveyor.
5. The freeholder may require access to the property for itself (and its surveyor, if necessary) during the works to ensure that all planning and building regulations are being adhered to – and that the works are in accordance with the proposals detailed in the Licence.
6. Once the works are finalised, the leaseholder must allow the freeholder (and its surveyor, if necessary) to inspect the property to check the works. The leaseholder must also provide the freeholder with copies of the building regulations certificate.
7. If the freeholder is satisfied that the works have been carried out in accordance with the agreed proposals, all planning permissions and building regulations, the Deed of Variation will be completed and the leaseholder will be responsible for registering the same at the Land Registry and paying the associated registration fees.

Further information and assistance

If we can help you with queries concerning this matter, please contact one of the team listed below:

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