

Shared Owner Application for Alterations Policy



Review lead / author name and job title	Director of Homes		
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1. Introduction

- 1.1 This policy is based on the requirement for us to give consent before certain works can be carried out to your leasehold property.
- 1.2 This policy aims to address the general rights and obligations of both you and us in circumstances where alterations, additions or changes to the property are proposed by you.

2. Legislation

- 2.1. Under the terms of your lease, you must obtain our written consent (a 'license') for any alterations you may wish to carry out inside the home or to the exterior of the building.
- 2.2. Our legal obligations under Section 19(2) of the Landlord and Tenant Act 1927, states that consent for alterations cannot be unreasonably withheld. We must therefore consider each proposal for alteration on its own merit.

3. Obligations and Scope

- 3.1 This policy provides guidance where our consent is required in relation to minor and major alterations or additions, either carried out by you or on your behalf, that affect the structure, layout or appearance of the property.
- 3.2 This policy does not override or vary the terms of any lease. In the event of a conflict between the lease and this policy the terms of the lease will prevail.
- 3.3 This policy is not applicable to tenants on periodic or short fixed term assured, secure or assured short hold tenancies.

4. What is meant by Alterations and Additions?

- 4.1. For the purposes of this policy, alterations and additions include the following:
 - Any extension to the property, whether this requires planning approval or not
 - Any internal alterations to the property that are structural in nature (e.g., removing or putting up a new wall)

- Any alterations to the external envelope of the property (walls, doors, windows, roof)
- Any works altering or adding to the services within the property and fire safety equipment currently in place at the property (such as electrical and gas services, fire alarms, internal fire doors and sprinkler systems)
- Any works removing fixtures (including freeholder/head lessee fixtures), including new kitchens and new bathrooms, or adding new fixtures, such as changing doors, including internal fire doors and especially front doors leading to communal or shared areas
- Any work that adds a new building to the property, such as a garden room or studio in any garden.

4.2. The above list is not intended to be exhaustive, and you should refer to the terms of your lease and contact us for clarification on whether the proposed alteration requires our consent.

4.3. We will consider each proposal for alteration on its own merits.

5. Why Our Consent Is Required

5.1 Under the terms of most existing leases, it is a requirement that permission for alterations and additions must be sought and received from us, as the freeholder/head lessee, in advance of any work on alterations or additions being started.

5.2. Several factors must be considered before consenting to alterations or additions to the property, for example:

- We need to ensure that our legal interest in the property is protected
- We may hold a head lease, and in these circumstances may need to consult with the freeholder
- There may be restrictions imposed as part of the original land transfer when we bought or built the property
- The original planning permission or other planning documents may contain restrictions
- We are required to ensure that the original affordability criteria are not negatively affected by the proposed alterations or additions¹
- There may be specific restrictions on the use of the land on which the property is situated due to the location of the property or the nature or type of property
- There may be other issues, such as complications with insurance policies relating to the property

¹ Affordability criteria apply to shared ownership properties. These are conditions that are imposed on us as planning conditions or conditions relating to grant which we received to assist with the development of the property to ensure that our properties are meeting the needs of the community, remain affordable and meet our obligations as a charitable organisation. To find out what affordability criteria, if any, apply to your property, please contact us.

- The work must be carried out by a competent person
- We need to ensure that safety regulations are observed and ensure that any alterations or additions do not lead to such regulations being breached.

6. Value Added Through Alterations and Improvements

- 6.1. It is our intention that you will receive some benefit from an increase in value added to the property because of agreed alteration or improvement works at the point of sale.
- 6.2. This is subject to the specific terms of the lease, and provided that any conditions in the lease relating to re-sale before staircasing to 100% ownership are observed (where applicable).
- 6.3. A property sold prior to final staircasing will be valued including any agreed alterations or improvements made. You will receive the equivalent market value of the percentage owned.
- 6.4. If selling your property after final staircasing you will receive the full benefit of an increase in value due to any agreed alterations or improvements made.
- 6.5. Subject to the terms of the lease, any increase in value due to agreed alterations or improvements made by you will not be taken into account when valuing the property for the purpose of staircasing to full ownership.

7. Conditions of the Lease

- 7.1. Where the lease contains provisions prohibiting you from making alterations we will not grant consent because work is prohibited by the lease and you must not carry these out. We will, however, consider all applications for non-structural works such as changing the kitchen or bathroom.
- 7.2. You should check your lease to determine precisely what restrictions apply to your property to ensure you comply with the lease. If the property is a flat or maisonette certain works may also be prohibited by the nature of the building.
- 7.3. Please note that the conditions stated above are by way of an example, and the exact wording in the lease will vary. The lease may also refer to the property as "the premises".
- 7.4. You are invited to contact us before requesting permission to carry out alterations and/ or additions if the wording is not clear.

8. Steps to Take Prior to Requesting Consent for Alterations

- 8.1. Leaseholders (including all shared owners) wishing to carry out any alterations or additions to your property (whether structural in nature or otherwise) should:
- Discuss these proposals with us as early as possible (it is recommended that this is done in advance of any application for consent in principle and final consent as outlined below)
 - Discuss any proposals with your neighbours
 - Ensure that you have properly budgeted for any proposed works; and
 - Ensure you have properly budgeted for the costs of any required reports, surveys and third-party consents.
- 8.2. We require reports, information and services to be provided by third party advisors and professionals in relation to any proposed works (examples of which are listed in the 'Stage 2 – Full Consent' section below – though this list is not exhaustive).
- 8.3. It is a condition of our consent that the costs of such reports, information and services are met by you. If you are uncertain about appointing a professional to provide such reports, please speak to us in the first instance.
- 8.4. When applying to carry out any alterations or additions to your property you must:
- Not carry out any works before receiving our written consent and, where appropriate, entering into a license for works.
 - Comply with any conditions relating to the consent.
 - Provide all information requested to enable us to consider the proposal made.
 - Ensure that your rent account remains in balance or in credit and pay any arrears in full before seeking consent.

9. Conditions for Granting Consent

- 9.1 Consent to alterations or additions will be granted in two stages as outlined below.
- 9.2 The two-stage process is intended to provide you with a general indication as to whether proposed alterations or additions in principle are acceptable to us, before incurring expenditure.
- 9.3 Consent in principle should not be taken as guarantee of consent being granted and works should under no circumstances be carried out until full consent is granted.

9.4 We may take the following factors into account when considering whether to grant any consent:

- The views of any neighbours and the local community, if the proposed works will impact upon them
- The environmental impact of the proposed works, in conjunction with any of our current policies, on the environment and sustainability
- The financial basis of the proposed major alteration or addition to ensure that this does not contravene our Anti-Fraud Policy.

9.5 We will first consider granting consent in principle based on you providing the following information:

Stage 1 – Consent in Principle

- Full details of the proposed works, including plans where these are relevant.
- Proposed start and finish dates of the work
- Full details of any contractor carrying out the works on your behalf together with a copy of their public liability insurance and, if appropriate, professional indemnity insurance
- If you are carrying out the works, we reserve the right to require you to obtain an insurance policy for the duration of the works to cover any potential damage to the property.

9.6 We will then consider full consent based on you providing the following information (unless agreed with us in advance, in writing, that some or all these conditions may be waived):

Stage 2 – Full Consent

- Where relevant, a full structural survey confirming that the proposed works will not impact on the structural integrity of the property or any surrounding or neighbouring properties
- Any other survey that may be required due to the nature of the works proposed
- In older buildings, confirmation that you are aware of the presence or potential presence of asbestos and details of how any asbestos will be managed during the works and who pays
- Receipt of further information (such as the third-party consents listed below).
- Agreement to a licence for work, attaching all relevant plans, setting out any conditions for and limitations on, our consent
- Payment of our legal fees for preparation of any licence

- Receipt by us of any consent required, such as consent from the freeholder if we are the leaseholder
- An independent valuation of the property and (if considered relevant by us) any neighbouring property.

9.7 The purpose of the valuation is to ensure that the proposed major alteration does not adversely affect the value of the property or the surrounding CHS properties. If the proposed works make the property unaffordable by the affordability criteria applicable consent will not be granted.

9.8 The licence may include details of further costs payable, future access for inspection, information to be provided by you and practical considerations, such as the permitted times to carry out such work to avoid causing a nuisance to neighbours. Each licence will be specific to the works proposed and the nature and location of the property.

9.9 All required third party consents which may include (but is not limited to):

- Planning Consent
- Building Regulation Approval
- Party Wall
- Construction, Design and Management Regulations
- Gas Safety regulations
- Electrical Installation regulations

9.10 If the requested information is not available prior to commencing the work, it will be on condition that such matters are complied with for the duration of the work and the relevant certificates provided to us at the end of the work.

9.11 You will be responsible for obtaining and paying for the surveys, reports, consents and valuations listed above, and we will request that they are jointly addressed to both of us (the leaseholder and CHS as freeholder/head lessee).

9.12 No full consent will be given where doing so would put us in breach of our lease or other covenant affecting the property.

9.13 Where consent is expressed to be conditional you may not commence any work until our written consent has been received that the conditions have been satisfied. Any ongoing conditions, such as restrictions on hours that work can take place, must be complied with for the duration of the work.

9.14 A successful application for planning permission or any other third-party consent does not imply that our consent will also be granted, however, the contents of which will be considered and help to inform our decision as to whether to grant consent.

- 9.15 We may charge a fee for processing application and notify you of the current fee once you have contacted us about the work. Our fee will vary from time to time and is payable whether consent is granted and covers administration costs for considering the full application.
- 9.16 You must comply with any conditions relating to the consent.
- 9.17 We will not grant consent to work where there are outstanding arrears.
- 9.18 You should ensure you are familiar with the terms of your lease. You are advised to seek independent legal advice if the terms of your lease or the requirements regarding proposed works are unclear.
- 9.19 If we refuse any proposed alterations, we will provide a full written explanation with reasoning.

10. Retrospective Consent

- 10.1 Where you have carried out work without consent, and in breach of your lease, we may grant retrospective consent where the works meet our requirements and standards. Any retrospective consent will be at our discretion, and we reserve the right to require you to return the property to its original state.

11. Complaints

- 11.1 If you are not satisfied with the manner in which we have resolved the request for consent and consider that our decision does not follow this policy and/or is unreasonable, you may raise a complaint via our Complaints Policy (www.chsgroup.org.uk).

12. Enforcement

- 12.1 We will inspect work and report any breaches of leases or complaints about how the work is being carried out and refer this to our housing team if necessary to consider the most appropriate enforcement action to take for non-compliance with this Policy.
- 12.2 If we require you to remove all or part of the alteration / improvement or re-instate the property to an acceptable standard, we notify you in writing. Where this is not done, we will reinstate the property and recharge the cost to you.

13. Equality and Diversity

- 13.1. In line with the Equality Act 2010, CHS recognises that we may need to adjust the way we deliver services to accommodate individual circumstances, including medical conditions and disabilities.

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