

# Home improvement process (Major works)

L&Q

## Overview of home improvements

As a current homeowner, you will need our permission to make improvements, if we own the freehold of your home or your home is on an L&Q estate where there are restrictions on what improvements are acceptable.

We will consider all applications for improvements or alterations affecting the building you live in and surrounding areas. This includes communal areas, gardens, roof and loft spaces - but we must guarantee that the structure of the building remains safe for all occupants and that any changes made do not affect the rights of other individuals who live in the building or on the estate.

Occasionally, we may not be the freeholder who owns the building, estate or land where your home is. In these situations, the freeholder's permission is normally required.

If you're a shared owner who would like to make major alterations to your home, you'll need to own a minimum of 50% of the property. If you own less than half of your home, you will be expected to staircase (buy more shares) before we are able to assess any major home improvement applications.

If you live in a shared ownership house, you'll also need our written permission for certain alterations until you own 100% of the property and become the freeholder.

For freehold houses on L&Q estates, there may be restrictions that do not allow you to undertake major home improvements without our consent.

If you are an equity shareholder, and we are not the freeholder of your home, you do not require our consent to carry out home improvements, you may however need the approval of your freeholder if your property is owned on a leasehold basis. You should make your own enquiries in relation to any approvals/consents you may need as L&Q will not be party to this information.

Unless your lease or transfer agreement strictly prohibits it, we're happy for you to make the following improvements to your home:

- General re-decoration, including painting or boxing-in of pipework
- Inserting or removing fitted wardrobes and cabinets – this work must be non-structural
- Installing shelves, wall-mounted TVs or curtain poles
- Landscape gardening, **excluding** patios, decking, outside taps, lighting, pipework or the erection of any garden building such as sheds, outhouses, garages and summer houses
- Replacing carpet flooring on a like for like basis
- Replacing interior lights, including down lights and light fittings (switches and dimmers).

You **cannot make home improvements during the initial new-build warranty period**. Some improvements are also subject to certain conditions, planning permission and other regulations.

## Major home improvements, step-by-step process:

Major works are categorised as works of a structural nature. Major works usually require amendments to your lease plan, lease or transfer agreement. It is at L&Qs discretion as to what we define as major works.

Examples of common major works:

- Extension/conservatory
- Loft conversion
- Installing/removing wall(s)
- Reconfiguring internal layout to property.

To request to make major home improvements to your property, please email a copy of your **Home improvement application form** to our home improvement team [homeimprovements@lqgroup.org.uk](mailto:homeimprovements@lqgroup.org.uk) along with a copy of your lease/transfer agreement.



Upon receipt of your application form and lease/transfer agreement, we will review the terms of your lease/transfer agreement to determine whether the requested works are permitted.



If your lease/transfer agreement **does not permit** you to carry out the requested works, and/or you are a shared owner and **do not** own a minimum of a 50% share of your property, we will send you a letter/email rejecting your application.

**We will not allow you to be in breach of lease.**



If your lease/transfer agreement permits you to carry out the requested works, we will send you a letter/email advising that you will need to instruct an independent chartered surveyor to carry out a pre-completion report to determine whether the works are permitted, will have no detrimental effect on the building and whether permission should be granted. We will provide you with the details of two independent chartered surveyors, if you wish to use their services.



Upon receipt of the pre-completion report, the home improvement team will review the report in full, to determine whether works are permissible.



If the pre completion report **does not** recommend that consent should be provided to carry out the home improvements the team will **decline** the request. We will send you a letter/email rejecting your application.

If the pre-completion report recommends that consent should be provided, we will request payment of our admin fee. Additionally, we will request your solicitor details. Due to the nature of the works involved and the covenants of your lease, a deed of variation or a deed of surrender and regrant, and a new lease plan may be required to ensure compliance with the changes made to the property. You will also be required to enter into a licence for works. Please ensure that you seek independent legal advice to find out if any of the above applies to you.

Our solicitors will liaise directly with your solicitor to advise of the fees you must pay, if any of these documents are needed.



Please refer to the **Homeowner Admin Fees** document for full list of admin fees.

You are required to make a card payment over the telephone, **0208 189 7465** Option 2, Option 1 to make this payment via Debit/Credit Card. **Note:** admin fees are non-refundable.



Once cleared funds and all supporting documents have been received, the home improvement team will instruct our solicitor. Solicitors will draft the required documents and liaise with each other throughout the process. Our acting solicitor may request the following, copies of planning permission, architect plans, party wall agreements, risk assessment methodology, public liability insurance plus any other document deemed necessary.



Any legal documents will be sent to the home improvement team and we will review, amend (if required) and approve the document(s).

The legal document(s) will need to be executed (signed) by an authorised signatory.

Execution of these documents can take up to five working days.



We will advise you when completion takes place, **works cannot commence until you have authorisation from us to do so.**

Within 20 weeks of completing the works, you need to provide the home improvement team with photographic evidence of completed works, any necessary completion certificates i.e. electrical/gas certificates, building control sign off (if applicable) and we require you to have a **post completion survey**, the post completion survey must be performed by an independent chartered surveyor. We require you to forward a copy of the post completion survey to the home improvement team.

**Note:** We have a panel of independent chartered surveyors that you can instruct to carry out your post completion survey. All costs associated with the post completion survey would be covered by you. Findings within the survey are final.

Please be advised, if works have not been completed to standard, pre-approved plans, we will refer your case for legal action.

If you are a **shared owner**:

You are required to keep all relevant invoices and receipts; guarantees and certificates in a safe place should you wish to sell/staircase in the future.

## Retrospective consent

Please refer to the processes as outlined within the minor and major home improvement processes. We follow the same processes if you require retrospective consent.

Consent to carry out home improvements **should always** be sought **before** works are completed.

If consent is not sought beforehand, if your lease/transfer agreement **does not** allow the works to be carried out, you **will** be required to return the property to its original condition, **at your cost**.

Breach of lease is taken **extremely seriously**; we will require evidence that any unauthorised works have been returned to their original condition. We will have no option but to take legal action if this guidance is not adhered to.