

Tavistock Court – a note on alterations

*Your lease prohibits alterations to your flat without the **prior written consent** of the lessors. This note explores some of the issues to consider if you want to make alterations without breaching your lease.*

Who's who

Though the freeholder is the Bedford Estates, Yardowl Ltd (as the owner of the Head Lease) has a responsibility to oversee alterations and ensure compliance with your lease. To streamline the process, Yardowl delegates administrative responsibility to our managing agents and solicitors.

Alterations within the flat are often relatively straightforward...

Yardowl has a duty to deal reasonably with applications to alter, and cannot withhold consent without good reason. Cosmetic alterations that improve the premises are usually permissible by means of a licence to alter. The most usual 'reasonable refusal' in this category would relate to a proposal to change the 'wet stack' of the building, e.g. converting a bedroom into a bathroom so as to place plumbing and/or hard-floor noise above a neighbour's bedroom.

All schemes must comply with the law, including all applicable building regulations. Tavistock Court is within a conservation area, which (for example) limits changes to the heritage windows.

...but wall alterations are generally prohibited

Flat leases in Tavistock Court do not extend to the walls themselves, even the internal ones (they include the plasterwork but not the structure). Therefore there is no legal presumption that lessors will permit any changes to walls, even if a refusal might seem unreasonable. This means a scheme that includes changes to walls will be subject to much greater scrutiny. In particular, permission will not be granted unless a binding commitment is made to use all available techniques to reduce noise nuisance.

...and you need permission before changing 'landlord's fixtures'

Your flat lease includes a requirement not to create a breach of the block's head lease with the Bedford Estates. That document forbids changing 'landlord's fixtures' without prior permission; this includes baths and a range of other items.

The process

In the first instance, please contact the managing agents (details on the lobby noticeboard). If you do not receive a timely response, then contact Yardowl directly. You will need to pay the reasonable legal and surveyor's costs of dealing with your application.

A reminder

You are strongly advised to bear in mind all the above, and to remind yourself of the terms of your lease, before committing time or money to a scheme. The range of alterations where there is a legal presumption in favour of reasonable permission is in practice quite small. Failure to comply with the licensing regime could put you at risk of forfeiture.