

Application to Alter Form

ALT/20429000147

Please quote the above reference on all correspondence and payments to enable us to respond to your enquiry and to ensure correct allocation of monies

Please complete the form below and send to alterationshelp@firstport.co.uk. It would be helpful to include a copy of your Lease/Transfer document in case we need to refer to it.

Name: Farhad Babae Ghasemabadi

Address: 20 Inkerman Close, BS7 0XU

Telephone No.: 079 280 542 86

Property Type: Leasehold / Freehold

Description of Works: Installing solar panels on the roof, please see the attached quote and pictures.

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Plans of proposed works attached: Yes/No

Date of commencement of works: Not decided yet

Planning or Building Regulation consent (if required): Yes/No

If we do not hear from you within 30 days we will assume you are not carrying any work out.

We are unable to offer you any legal advice. It is recommended that you should seek your own independent legal advice if you are in any doubt as to your legal position.

Guidance to Alterations

Terms and Conditions for Consent to be granted

Please send satisfactory proof that all Local Authority consents have been granted for the proposed work, or a letter confirming that their requirement is not necessary

Where Planning Consent and Building Regulations is required please send a copy of the Consent or confirm in writing it is not required. All building works must meet all current building regulations

There should be no structural damage or substantial risk to the building

The integrity of the fire safety of the building must not be jeopardised

As a result of the works there should be no loss to the value of the property without reasonable compensation

There should be no detrimental effect on other properties on the development. If any damage is caused to either the landlord's property or that of a neighbouring resident, then you will be liable for any damages or losses that may occur

Where structural works are required e.g. removal or replacement of any internal or external structural walls or part please send us Structural Engineers' calculations

All costs for the works will be your responsibility

Work must not interfere with other residents using the development and please let your immediate neighbours know if there will be any disruptions

Work must be carried out by a competent tradesman and we may request their full details. Contractors must undertake a risk assessment before carrying out works.

Preparation of materials must be carried out off-site or in your property

Please ensure that your Contractor does not store equipment/materials in communal areas/grounds

Please dispose all refuse and materials associated with the works properly. Building refuse and materials must not be deposited in communal bins, refuse areas or access ways

You will be responsible for your appointed contractor's actions and liable for damage caused to the communal areas of the development or neighbouring properties

All work must be carried between the hours of 8.00 am and 5.00 pm on weekdays and 9.00 am. to 1.00 pm on Saturdays

We reserve the right to inspect all works at any reasonable time

Frequently asked Questions

Q: How do I apply?

A: Please complete the form below with as much detail as possible and send to alterationshelp@firstport.co.uk. Please allow a minimum of 21 days before starting work. This is a guideline only and will depend on the complexity and individual features of each application. Licence to Alter applications can take longer.

Q: How will you decide whether to grant approval or not?

A: We look at all applications in accordance with the terms of your Lease or Transfer. Your service charges must be up to date, if there are arrears on your account we may ask you to bring them up to date before consent is granted.

Q: How much will it cost me?

A: Our standard fee for Consent is £90.00 (incl VAT) per alteration. If a Licence to Alter is required we have to instruct a solicitor to draft the Licence and a surveyor to inspect the works, our fee for a Licence to Alter is £300.00 (incl VAT) plus solicitors' legal costs and surveyors' costs.

Q: How long do I have to carry out the works?

A: On receipt of the consent or Licence works must commence within 12 months, if works have not started within that time a new consent or Licence will be required.

Administration Charges — Summary of tenants' rights and obligations

(1) This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—

- for or in connection with the grant of an approval under your lease, or an application for such approval;
- for or in connection with the provision of information or documents;
- in respect of your failure to make any payment due under your lease; or
- in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

(3) Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

(4) You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—

- who should pay the administration charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have this right where—

- a matter has been agreed to or admitted by you;
- a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
- a matter has been decided by a court.

(5) You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.

(6) Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

(7) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.

(8) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal

or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.