

Leaseholder Alterations and Improvement Request for Consent Form

Section 1 - Your Information

1.1	Applicant 1 Name: (must be the person named on the lease)	
1.2	Applicant 2 Name: (must be a person name on the lease)	
1.3	Full Address of property for which application is being made:	
1.4	Correspondence address: (if different than above item 3)	
1.5	Email Address:	
1.6	Contact number applicant 1:	
1.7	Contact number applicant 2:	
1.8	Property Ref or Tenancy number:	
1.9	Preferred method of contact:	
1.10	Please give details of Power of Attorney if applicable	
1.11	I confirm I am the current leaseholder of the property?	
1.12	Specify if leaseholder or shared owner	

Section 4 Please confirm what documents you are sending in with this application:

4.1	Plans or Drawings of before and after layout / elevation detail	
4.2	Structural engineer report if available – applicable where you intend to remove a wall	
4.3	Payment of applicable fee, please state amount. <u>Cheques payable to Metropolitan Housing Trust.</u>	
4.4	Please list any other document you are providing	

Section 5 :

I confirm that I am the leaseholder of the property for which I am making this application.

I confirm I have a copy of the leaseholders summary of rights and obligations which follows this application form.

Signed Applicant 1

Signed Applicant 2

Print Name

Print Name

Date

Date

Return Form To

**Metropolitan - Leaseholder Alterations
PO BOX 10262, Nottingham, NG8 9LE**

Leaseholder Alterations & Improvements Fees Table

Metropolitans Fees as of 10 May 2015 (these may change annually and include VAT where applicable)

Fee Type	Description	Fee
Technical Works - Administration Fee	This fee includes the costs associated with staff time to consider and process paper based aspects of your request and the cost of taking your payment scanning and recording of your documents and for all the office based staff time. The fee will also cover any Land Registry searches required and obtaining a copy of your lease. Includes Licence to Alter – where required. Please see Leaseholder Alterations and improvements Sheet for details of Technical Works.	£125
Minor Works – Administration Fee	This fee includes the costs associated with staff time to consider and process paper based aspects of your request and the cost of taking your payment scanning and recording of your documents and for all the office based staff time. The fee will also cover any Land Registry searches required and obtaining a copy of your lease. Please see Leaseholder Alterations and improvements Sheet for details of Technical Works	£60
Pre-Works Inspection	Inspection requirement to be identified by the Technical Officer considering the application. Includes technical officers travel and inspection time and travel expenses, writing up the report, checking certificates, use of any equipment whilst on site. You will be contacted regarding this fee if applicable.	£100
Post Inspection	Required within 3 months of permitted works completion. Includes technical officers travel and inspection time and travel expenses, writing up the report, checking certificates, use of any equipment whilst on site. You will be contacted regarding this fee if applicable.	£100
Retrospective Inspection	Required where works have been carried out without consent, Includes technical officers travel and inspection time and travel expenses, writing up the report, use of any equipment whilst on site. Liaising with planning teams.	£150
Deed of Variation	Legal costs incurred by Metropolitan in relation to the variation.	approx £650 - £750 plus VAT
Superior Landlord fees	These are the costs for consent applied by any Freeholder or Superior Landlord or Management Agency registered against the property and from whom consent is required.	Varies
Copy of Lease	Metropolitan will on request obtain a copy from Land Registry and forward to you. Please note this will include our handling fee and postage costs. Cheaper alternative is to go direct to : www.landregistry.gov.uk to purchase a copy.	£25

A copy of Leaseholders Summary of Rights and Obligations follows this page.

Service Charges – Summary of Rights and Obligations

Statutory Instrument 2007 No. 1257 The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007 – as amended by SI 2013 No. 1036

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service 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. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for service, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

3. You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge.

If the tribunal determines that your service charge is payable, the tribunal may also determine –

- who should pay the service 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 these rights where –

- a matter has been agreed or admitted by you;
- a matter has already 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 service charge or costs arose; or
- a matter has been decided by a court.

4. If your lease allows your landlord to record costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, **before which those proceedings we brought**, to rule that your landlord may not do so.

5. Where you seek a determination 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.

6. 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.

7. If your landlord –

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month account period,
- your contribution will be limited to these amounts unless your landlord has properly consulted in the proposed works or agreement or the First-tier Tribunal has agreed that a consultation is not required.

8. You have the right to apply to the First-tier Tribunal to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must –

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are not made up for the 12 month periods.
- the summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary related whichever is the later.

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents to support the summary and for taking copies of extracts from them.

11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12. 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, 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.