

Consent to Make Alterations Guidance for Homeowners

If you are a leaseholder and Southwark Council own the freehold of your building, or if you are a freeholder residing on a Southwark Council Estate, then you must obtain consent from Southwark Council before making certain alterations to your property. Please check the terms of your lease / freehold transfer. If you have already started or completed alteration work without applying for our consent, then you will need to apply for retrospective consent.

These guidance notes explain how to apply for consent to make alterations and the types of charges you are likely to incur.

In addition to Council consent you may also be required to obtain Planning Permission and/or Building Control approval for certain types of work. We strongly advise that you contact these departments for more information about their services, requirements and additional fees that may be payable. Please see all relevant contact details in the [Useful Links](#) section.

Why is this important?

It is important that you gain consent before you start to make any alterations to your property. It is a condition of your lease / transfer agreement and can save you time and money as:

- The Council might demand that you reinstate the property to its original condition, at your cost, if the alterations do not comply with Council standards.
- You are likely to experience difficulties when you want to sell your property. The new buyers will request proof that the Council has consented to all alterations in accordance with the terms of the lease / transfer agreement. If you do not have consent, this can delay the transaction.
- The cost of making a retrospective application for consent is more expensive. Please note there is no guarantee that the Council will consent to the works carried out retrospectively.

Works you are **not** allowed to carry out

Applicable to all Leaseholders where the property forms part of a [block](#):

- Please note that the Council will not accept applications for window replacements, side / rear extensions or the removal of structurally significant elements if you own a leasehold property that is part of a block. The term *structurally significant* includes being **load bearing**, or otherwise **providing support to, buttressing, or laterally restraining** another part of the building. This is to ensure that the structural integrity of the whole building is maintained.

Applicable to all Leaseholders:

- Please note as a Southwark Council leaseholder, you are not allowed to change your front door. Any such request for permission will not be granted, as the front doors of the property form part of the main structure of the building and the Council is responsible for maintaining the same under the terms of your lease. Southwark Council must ensure that any front door replacements undertaken, meet the standards required as per our Health and Safety compliance obligations and fire risk assessments for the property. If your front door is broken/needs to be replaced, you will need to contact the Repairs Team:

[Report housing repair](#)

As a leaseholder you are responsible for the maintenance of the locks for the doors. However please be aware that you are not permitted to install additional locks without permission to alter as this may interfere with the integrity of the door.

- Where any refurbishment is undertaken to the property, you must ensure that access is provided to communal pipework so that relevant repairs can be identified and repaired promptly by Southwark Council or their appointed contractors. This includes (but is not limited to) providing access panels when boxing in pipes, stacks or other communal pipework and ensuring that bath panels can be removed as necessary for inspections. **Please note that if communal pipework is not accessible for Southwark Council to carry out relevant repairs, the leaseholder will be solely responsible for any costs to make good anything removed or altered in order to gain necessary access.**
- Leaseholders are not permitted to disconnect from the District Heating System (DHS). Disconnecting from the DHS is complicated, dangerous, and expensive. In reviewing a request for disconnection the Council is required to act in the best interest of all homeowners and tenants and it is our opinion that it would not be equitable to allow you to disconnect from the DHS. The DHS services a number of properties to which the costs (fuel, on-going maintenance, and major works) are shared between these residences. Allowing residents to disconnect would result in these costs being apportioned between fewer residences creating a greater financial burden on those who remain connected to the DHS. This would not be an equitable situation and would leave the Council open to challenge and place these residences in financial difficulty. Aside from the issues of costs we advise that disconnection can often be dangerous as it creates an imbalance of pressure which could cause the DHS to erupt. The issues caused by fluctuations in pressure would also result in the DHS becoming increasingly unreliable and therefore more costly to repair. This would in turn create higher maintenance costs that would be levied against the fewer home owners as discussed above.
- You should note that you must contribute to major works for the blocks regardless of the works that you have carried out. As a leaseholder, your lease requires you to pay a share of the cost of any structural, external or works to shared areas that benefit your block or estate. You will not be exempted from contributing from any major works, because you have carried out certain alterations to the property. For example if you are leaseholder (and your property does not form part of a block) and are permitted to replace your windows, this will not exempt your costs if major works are instructed to replace the windows of the whole building.

Applicable to freeholders:

- Many of our freehold transfer deeds will contain a covenant similar to the following:

Not without the prior written approval of the Council to make any alteration to the structure or external appearance of the property (other than painting of such parts as are normally painted) or to any drains sewers pipes apparatus or installations which serve the property in common with any neighbouring or adjoining property.

If your Transfer deed contains a covenant (*rules which regulate the way the land can be used or land owner obligations*) similar to this, it essentially means you must obtain the Council's permission specifically to carry out any structural work or external extensions to the property.

- Your transfer deed may also contain a covenant that prevents you from disconnecting from the District Heating System (if your property is connected to this) without paying the Council's costs and expenses for such a disconnection. Should you seek to disconnect from the District Heating System, you will need to request our permission, so that we can advise you about the associated costs to do so.

How to Apply

Complete the *Permission to make alterations* application form on the Council's website:

[Permission to make alterations application form](#)

Please remember to have your credit or debit card ready as you will be required to pay an administration fee before we can consider your application.

As part of your application you will need to provide a clear and comprehensive description of the various alterations you intend to make. You will need to provide detailed drawings illustrating the alterations, and where walls are being removed, a structural engineer's report to confirm these walls are not load bearing. We may ask for further details before processing your application and we will advise should this be required.

Unless you have an agreement with the Council for the repayment of any debt, please ensure that your service charge account is fully paid up as the Council will not provide consent if it is in arrears. Please check your MySouthwark service charge account online or contact your Homeownership Accounts Officer to check your balance. You can contact the Homeownership Department to obtain this information by telephone on: 020 7525 1400 or by visiting: [Service charges - Southwark Council](#)

Administration Fees & Assessment

Please note that once your application has been submitted, the administration fee is **NON-REFUNDABLE** and payment of it does not guarantee that the Council will grant consent.

Our charges for 2023/24 are as follows:

Category	Fee
1. Like for Like Alterations: The replacement of a similar type fixture / fitting in the same location, for example: kitchen and bathroom cupboards / sanitaryware, and replacement consumer units and rewiring.	£51.00
2. Boiler / Radiator Alterations: The replacement of a similar type boiler or radiators in the same location. This category includes alterations (but not disconnection) to any water tanks / hot water cylinders and associated pipework on the Council's District Heating System ("DHS").	£99.00
3. Minor Structural Alterations: Alterations which impinge on the fabric of the building but do not alter it or change the layout, for example: the installation of fixed shelving, the replacement of internal doors, and replacement flooring.	£125.00
4. Major Structural Alterations: Alterations which alter the layout of the property or involve the removal of windows and/or walls, for example: internal reconfiguration of rooms, removal of internal walls to create open plan spaces, side/rear extensions, loft conversions, and window replacements.	£339.00
5. Retrospective Consent: If you have already started or completed alterations that required the Council's approval you will need to apply for retrospective consent. If you are part way through works, we advise you to stop as there is no guarantee that the Council will grant consent.	£508.00

If you are requesting alterations which fall under a mixture of categories, only the highest administrative fee is applicable.

The administration fee covers the Council's costs to assess your application. The amount you need to pay will depend on the type of alteration you want to make. Our fees are reflective of our costs of obtaining the professional opinion of our Repairs Team, Engineering Department including seeking advice from the Fire Safety Team, Electrical Compliance Team, Heating Team, Resident Services and Tenant Management Organisations, to ensure all repairs carried out, meet the Council's requisite standards for all alterations to properties.

Your application will initially be reviewed by the Residential Conveyancing Team. The application will then be forwarded to the Council Housing Officers or the Tenant Management Organisation [“TMO”] which manages the building in which your property is located. They will decide whether they need to carry out an initial site visit to fully assess the impact of your intended alterations. However, if you are carrying out structural alterations, it is almost certain that a site visit will be needed. The Council’s Technical Quality Officers and Engineering Services will be required to provide expert technical advice which will inform the decision on whether the alterations can be permitted.

It is our priority to ensure that any changes made to the properties, will ensure that the Property is safe both for the leaseholder/freeholder, their visitors and the adjoining occupants. A Fire Safety assessment will be carried out when assessing the application to ensure the property meets the relevant fire safety regulations for the dwelling.

Estimated timeframe to process applications

Please allow up to 60 days to process and note that this can take longer depending on the number of applications the Council are dealing with at any time. Please note however that some applications can be processed within 10 working days depending on the nature of the works. **We cannot expedite any applications, and all applications will be reviewed in the order in which they are received.**

Consent in Principle (“CIP”)

The Council will issue Consent in Principle if the application is approved. This document will contain conditions that must be complied with for the work to go ahead. For example, we may ask you to prove you are using contractors with certain qualifications, accreditation and/or indemnity insurance levels or we may specify the type and quality of materials that you must use.

Completion of Work

You will be given 12 months to complete the work and notify the Council. You can apply for an extension for another 12 months if there are special circumstances why you cannot complete the work within this timescale.

Legal Fees

Once works have been completed final consent may involve legal documentation. The Council’s legal fees are also payable by you in addition to your solicitor’s fees.

Below is guidance on the costs payable to formalise the consent to alterations. These may change depending on the circumstances of your alterations. This will be confirmed when issuing the Consent in Principle.

A Licence for Alterations will be required where the works you are planning to undertake alter the internal layout of the property. For example this is necessary when walls have been removed/altered/combined or extensions added. The consent will be in the form of a licence, which will set out in detail exactly what works have been carried out to the property.

Form of Formal consent by category of alteration and associated legal fee(s)	Legal Fees 2023/24
Like for Like Alterations Formal letter	£0.00
Boiler / Radiator Alterations Formal letter	£0.00
Minor Structural Alterations Formal letter	£0.00
Major Structural Alterations <ul style="list-style-type: none"> Where there is no change in internal layout (for example the removal of a built-in wardrobe) Licence for Alterations 	£297.98 + VAT
<ul style="list-style-type: none"> Where there is a change in internal layout: Land Registry compliant floor plans; and Licence for Alterations 	£294.00 £297.98 + VAT
<ul style="list-style-type: none"> For formal consent to change windows: Deed of Variation incorporating a Licence for Alterations 	£558.42 + VAT
<ul style="list-style-type: none"> For formal consent to build an extension (including loft conversions) Land Registry compliant floor plans; and Deed of Variation incorporating a Licence for Alterations 	£294.00 £558.42 + VAT

The Council's solicitors will draft the legal documents which will then be forwarded to your solicitors who will advise you on the same prior to execution and registration. Please note the costs payable might change owing to the complexities involved. We cannot advise as to how long this process will take, as it will be dependent on the speed and workload of both parties' solicitors.

If you are required to obtain a new lease plan you are not obliged to use the Council's contractors. However, you will need to ensure the lease plan is Land Registry compliant and meets the Council's lease plan requirements. If you wish to use the Council's contractors, payment for the lease plan can be made using our [online payment form](#). Please ensure you include your Property Reference Number (PRN) as the reference when completing the form.

Useful Links

[Planning applications - Southwark Council](#)

[Building control - Southwark Council](#)

[Party walls - Southwark Council](#)

[Conservation areas - Southwark Council](#)

[The Leasehold Advisory Service](#)

[Department of Communities and Local Government](#)

[Repairs - Southwark Council](#)

Emergency repairs can be reported by calling 0800 952 4444 or 020 7525 2600

[Scaffolding and hoarding licences - Southwark Council](#)

Contact Information

The Residential Conveyancing and Compliance Team can be contacted via:

E-mail: HSG.Conveyancing@southwark.gov.uk

Website: [Conveyancing - Southwark Council](#)

Post:

Residential Conveyancing and Compliance Team
Sales & Acquisitions
160 Tooley Street
London
SE1 2QH

FAQs – Consent to Make Alterations

1. I am selling my property and/or have contractors ready to start the work; can this application be expedited?

No, we cannot expedite applications for permission to alter (with the exception of boiler replacements in an emergency). Although we understand that time is of the essence, there is no service to speed up the process. Our estimate guidelines exist as all applications require assessment from various internal departments, who review, inspect and comment on the safety and potential impact of the proposed alterations. If you are selling your property, we would always recommend that you ensure all consents obtained / relevant retrospective consent applications are made prior to agreeing the sale of the Property.

2. I am connected to the District Heating System; can I make an application to disconnect?

We do not permit disconnection from the District Heating System for leasehold properties. Please do not make an application under change of boilers/radiators where you seek to do this. If there is an issue with your District Heating System (DHS), you will need to contact the Engineering Team to review this. If you are a freeholder and still require disconnecting from the DHS system, you must email us to put forward your request for review.

3. I am a freeholder; why do I need the Council's consent to carry out structural/external alterations or disconnect from the District Heating System?

When you purchased the property the Transfer deed may contain [covenants](#) which you are obliged to adhere to and require the Council's approval before such work commences. If you are unsure as to the covenants in the Transfer deed and what you are required to do, you should seek legal advice.

4. Can I make an application for permission before I purchase the property?

Yes, you can make an application for permission to alter prior to purchasing the property. Please note however, that our fees are non-refundable and therefore you will be responsible to pay the application fees whether or not the property purchase proceeds to completion, if the application has been processed. This is because work has already begun on processing your application.

5. Can you recommend a solicitor to act on the Licence for Alterations?

We do not make recommendations for solicitors but would advise that you instruct a solicitor to act on your behalf to deal with the Licence for Alterations.

6. Can you recommend a contractor to carry out the Alterations?

We do not make recommendations for contractors. You should however consult your Consent in Principle which may contain conditions on obtaining approved and accredited contractors for certain works.

7. My contractor advises me that I do not need the requested certificates referred to in my Consent in Principle; do I have to provide these?

Any documents that are requested as a condition of your Consent in Principle must be provided. Our technical engineers and advisors have specifically requested this documentation as it is deemed necessary and is therefore not optional. You should ensure your contractor is provided sight of the Consent in Principle and agrees to provide these documents prior to carrying out the approved works.

8. I want to remove a non-loading bearing wall, what do you need me to provide?

You must provide a structural engineer's report which specifically confirms that the wall/s you intend to remove are non-load bearing. Our internal departments may request further information from the engineer who carried out the report if they are not satisfied.

9. What happens if the work is not completed within 12 months of receiving the Consent in Principle?

Our Consent in Principle is only valid for 12 months from the date of issue. If you believe that your works will not be completed within this timeframe, you may make a request for an extension. All such requests will be assessed on a case by case basis and we will advise if an extension is permitted or not.

10. I did not carry out the works to the property, so why am I being asked to carry out a retrospective application to obtain consent?

Our team is sometimes alerted to works being carried out that have not been consented to. We will contact the freeholders/leaseholders of the property to query whether consent has been obtained. If it has not, regardless of whether the work was carried out by the previous owner/occupier, we will request the current leaseholder/freeholder to make a retrospective application. If you did not carry out the works without the Council's consent but the previous owner/occupier did, you have essentially inherited the breach on the purchase of the property. This is something you will need to discuss with the solicitors/conveyancers whom acted on your purchase. Our intention is to ensure as soon as possible that all works carried out meet our standards, requirements and processes, for the safety of all homeowners and occupiers.

11. I obtained Planning and/or Building control permission, why do I need to obtain the Council's consent to the works?

Your Lease will contain a covenant which prohibits you from carrying out certain works to the Property without the consent of Southwark Council as the freeholder of the building. Although it is equally important to obtain all necessary statutory consents such as Planning Permission and Building Control approval where applicable, please note that the Residential Conveyancing and Compliance Team does not have access to the information held by these departments and vice versa. We will review your permissions application with the purpose of providing the Landlord's consent to the works (on behalf of Southwark Council who is the freeholder of the building). However you are still required to obtain all necessary statutory consents (Planning Permission, Building Control approval, Party Wall agreements, etc.) for certain works regardless of whether or not Southwark Council is the freeholder.

12. Other leaseholders/freeholders around me have had their permissions consented to, why was mine rejected?

The Council's policy relating to alterations is constantly developing. Sometimes changes need to be made to our policy to meet the requirements of a change in legislation or internal departmental policy. This is always done with the homeowner's/occupier's safety in mind, so where something may have once been acceptable, it may not meet today's requirements. The Council, when making such decisions, has to review the overall impact of the works you intend to carry out, for example, if a single leaseholder in a block seeks to remove a wall, this may not be an issue, but if all leaseholders in the block then decide to do the same thing in the same location, the structural integrity of the property is highly likely to be compromised and make the building unsafe.

13. Can the Council review their indemnity insurance policy requirements set out in the consent in principle (Appendix) document?

No, Southwark Council requires all contractors to have a £2million indemnity insurance policy prior to doing any works. It is also mandatory to provide a copy of the main contractor's Employers Liability (EL) insurance and Public Liability (PL) insurance, both with cover for minimum £10million. Please note that in case you do not obtain a contractor with that level of insurance it is at your own risk should anything occur as a result of the work.

14. What does Southwark Council define as a block?

This would relate to any large building(s) subdivided into two or more separate flats or houses. However, if your property is a converted street property, please contact us for further information.

15. I booked an inspection with one of your internal departments; however they did not turn up on the date of inspection, what can I do?

Please follow the below link for information regarding missed appointments:

[Track your housing repair - Southwark Council](#)