## LTA1 Alterations Application Form For Shared Owners/Leaseholders/Freeholders



Section 1: Your Details	
Property Owner(s):	
Property Address:	
Correspondence Address: (if different)	
Tel No:	
Email:	
Please refer to our Guid Kitchen / Bathro O	e On Alterations (tick all that apply)



Section 3: For works <u>already completed</u> and retrospective consent is required Please complete this section only if works have been completed				
Date of Completion		/	/20	
The Following Docu	ıments are requi	red:	Enclosed	Not Applicable
Plans showing property by Planning permission Building control completic Party wall notice including Electrical / gas safety inc. Fensa Certificate	on certificate g conditional sur	• •		
Section 4: Current Plan o	f your dwelling			
Please show the layout of the full property. Complete your plans in ink, not pencil. If you need to use additional pages please include your name and address on all supplementary pages. This can be a photo or sketch this does not need to be an architects plan.				



Section 5: Proposed Plan of your dwelling  Please show the layout of the full property, include details of all pipe runs and services that will change, or be added as part of your proposal. These must be marked clearly on the current and proposed plan. Complete your plans in ink, not pencil. If you need to use additional pages please include your name and address on all supplementary pages.  This can be a photo or sketch this does not need to be an architects plan unless these works are significant and involve a new structure or walls being moved.



Section 6: Details of proposed contractors, architects, consultants, solicitors etc.			
Name	Employed as (builder, plumber, Architect, solicitor etc.)	Contact telephone number / email	Is the contractor registered with A Competent Person Scheme / Trade Body? (Y/N)



Section 7: Please ensure you include the following with your application		
Full specification of the works (as detailed by your contractor(s))  for example quotes provided or any supplementary information	Yes	N/A
Risk Assessment / Method Statement	Yes	N/A
Proposed and existing plans and, or drawings	Yes	N/A
Building Control Completion / Approval Letter Only required for structural alterations	Yes	N/A
Local Authority planning permission Only required for structural alterations	Yes	N/A
Evidence your contractor(s) are registered with Competent Persons Scheme e.g. Gas Safe, NICEIC, FENSA, etc. please submit evidence that your contractors are registered	Yes	N/A
Insurance documents (professional indemnity /employer & public liability) *Please refer to our Guide to Alterations for more information	Yes	N/A
Party wall notice:  A party wall notice must be submitted with structural structure are proposed you will be required to submit accredited Party wall surveyor if applicable.		
Where you have ticked yes please ensure the releva your application.	nt documei	nts are submitted with



I / we confirm that I am/ we are the leas which this application relates to. I / We understand Clarion Housing's standard t request may incur legal and administrat	terms and conditions including that this
Signed Applicant 1	Signed Applicant 2
(Mr/Mrs/Ms/) Print Name	(Mr/Mrs/Ms/) Print Name
Date//20	Date//20

Send your completed application form and documentation to:

Home Ownership Team, Clarion Housing, Reed House, Peachman Way, Broadland Business Park, Norwich, NR7 OWF

Or email to: HOpermissions@clarionhg.com

## **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.