

Our Ref: RS/jsc

28 January 2015

**Royal Standard House and City Point – Alterations to Apartment**

Under your Lease you Covenant (i.e. promise) with the Freehold Owner (RSH & CP Company Limited) as follows:-

3.5 Alterations

a. Not to make any structural alterations or additions to the premises or any part thereof; or any alterations to the exterior of the premises and not to alter the colour, texture or appearance of any glass in the windows.

b. Not to make any internal non-structural alterations or additions without first having received the Landlord’s written consent, which shall not be unreasonably withheld.

The “premises” are your apartment and “the Landlord” is RSH & CP Company Limited. It is important that these provisions are complied with.

On a practical point, since the distinction between structural and non-structural can sometimes be ‘blurred’ it makes sense to notify “the Landlord” of any proposed alterations or additions so that consideration can be given as to whether written consent should be approved.

There are at least four good reasons for doing this. The first is because of your liability within the Lease. The second is because if you ever want to sell, your purchaser Solicitor will want to know if there have been any alterations or additions; and if no written consent was given then problems may arise. The third is it may be necessary for expert advice to be obtained as to whether the proposal is structural. The fourth is of a matter of courtesy in case any other resident may be affected and needs to me made aware of your intended works.

RSH & CP Company Limited want to make clear that the desire to keep your apartment not only well maintained but up to date and how you would want it is both understood and appreciated. The Company does not want to be ‘heavy-handed’ or negative about proposed alterations but is anxious to ensure that the interests of all who might be affected (whether Freehold Owner or Leaseholders or Residents) are taken into consideration. The Company will only withhold consent where there is a reasonable course of action and what is reasonable is to be judged objectively and not on the basis of taste or subjective considerations.

If any Leaseholder has made alterations without consent then the Company is willing to deal with an application for consent retrospectively.

Yours faithfully



**Rachel Serio BSc (Hons) Associate Director**

