

Alterations to Flats

Guidance for leaseholders on structural alterations, non-structural alterations and floor coverings

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Applies to	All leaseholders of flats managed by BUTA Limited
Contact	The General Manager, BUTA Limited, 57a Belsize Park Gardens, London NW3 4JN

1. Which route applies

Work to a flat falls into one of three routes. The route determines what consent you need and what you have to give us before anything starts.

- Structural alterations or additions, removal of any of the Landlord's fixtures, or anything that amounts to development under planning legislation. A formal Licence for Alterations is required, and no work may start until it has been completed. See section 2.
- Non-structural work that affects the fabric of the building, including forming openings, new or altered pipework, and moving or installing kitchens and bathrooms. Written notification and a surveyor's inspection are required. No licence is needed. See section 3.
- Floor coverings, including floating wooden and laminate floors. No consent is required, but the finished floor has to meet the standard set by the lease. See section 4.

If you are not sure which route applies, ask the office before you instruct an architect, an engineer or a contractor. Getting this wrong is expensive to unwind.

2. Structural alterations

Clause 4.7 of the lease provides:

4.7 Alterations

Not to make any structural alterations or structural additions to the Flat nor to erect any new buildings thereon or remove any of the Landlord's fixtures without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed

Clause 4.8.1 separately requires the Landlord's permission before you carry out any development within the meaning of Town and Country Planning legislation. Planning permission from Camden does not by itself satisfy the lease.

Consent takes the form of a Licence for Alterations. It is granted by the Landlord, Nugentways Limited, with BUTA Limited as a party, and it is prepared by the Company's solicitors. It is a deed, and it is completed before the works start, not afterwards.

2.1 What you need to submit

- The completed application questionnaire, giving details of the proposed works, the architect and engineer involved, the contractor if known, and your contact details.
- Drawings: all drawings in pdf format.
- Any structural engineer's calculations.
- Where planning permission is required, the Camden decision notice. Applications requiring planning permission are not considered until permission has been granted.

2.2 Surveyor's review

We pass the application to our surveyor, who reviews it, inspects the flat where necessary and reports. The same surveyor inspects during the works and on completion.

The surveyor will provide a written quotation for the review, the report and the inspections. Before the surveyor is instructed you will be asked to sign a written undertaking to meet those fees. The undertaking is what allows us to instruct on your behalf, so nothing moves until it is signed.

These fees are payable whether or not the licence is granted. If the application is declined, or if you withdraw it, the work already done still has to be paid for.

2.3 Decision

Subject to a satisfactory report on the structural nature of the alterations, the application is approved or declined. Consent will not be unreasonably withheld or delayed. Allow four to six weeks from the date we hold a complete application, including the surveyor's report.

2.4 The licence

Once approved, the licence is drawn up by the Company's solicitors. Legal costs vary with the complexity of the application, so the solicitors will provide a quotation and you will be asked to sign an undertaking to meet their costs before drafting begins. Your own solicitor, if you are using one, will be sent the same figures.

Clause 4.9 of the lease provides that proper costs, charges and expenses of and incidental to the preparation and completion of any licence, including legal costs and surveyors' fees, are payable by the leaseholder on demand. The undertaking simply puts that on a footing both sides can plan around before anyone starts work.

2.5 Before work starts

We require copies of your appointed contractor's public liability and employer's liability insurance. No structural work may commence until the Licence for Alterations has been completed.

3. Alterations not involving a structural change

If you intend to carry out non-structural work that involves forming holes, adding or altering pipework, or moving or installing bathrooms and kitchens, tell the General Manager before you start.

The General Manager will instruct a surveyor to inspect the flat and assess the proposed work and its likely effect on the fabric of the building. The surveyor will quote for that visit, and you will be asked to sign an undertaking to meet the fee before the visit is arranged.

A Licence for Alterations is not required for this category of work. Building control may still be. Moving or installing kitchens and bathrooms can engage building regulations, and the surveyor will either advise you or refer you to Camden. Where Camden imposes conditions on the property we will need to see them before work starts.

Where the work involves substantial changes to plumbing we may ask for copies of your contractor's public liability and employer's liability insurance.

Give some thought to what sits below you. Relocating a kitchen or a utility room above a bedroom is a common source of complaint, and washing machines, dishwashers and tumble dryers are the usual culprits.

For any major work, BUTA has to give the other leaseholders in the building advance notice of what is being done and when, with a contact number for emergencies. Send the office the dates, a description of the work, and a contact name and number.

4. Floors and floor coverings

The lease does not prohibit floating wooden or laminate floors. It does set a standard the finished floor has to meet. Paragraph 11 of the Third Schedule provides:

11. All floors in the Flat shall be satisfactorily maintained and satisfactorily sound and vibration insulated so as not to cause annoyance

Paragraph 1 of the same Schedule separately prohibits use of the flat for any purpose from which a nuisance or annoyance can arise to other occupiers. Impact noise through a floor is the most frequent cause of neighbour disputes across the estate, and putting a floor right after a complaint costs several times what it costs to build it correctly.

4.1 Tell us before you start

No licence is required to lay a floating floor. Tell the office before you start, so that the surveyor can confirm what build-up your particular floor needs.

This matters because acoustic performance comes from the whole construction, not from one product. The joist depth and spacing, what sits in the void between the joists, the condition of the ceiling below and the detailing at the perimeter all change the result. A board laid straight over existing floorboards with an empty void beneath performs very differently from the same board laid over a filled void, and neither of us can tell which you have without looking.

4.2 The standard we work to

The design target is the standard Approved Document E of the Building Regulations sets for dwellings formed by conversion: airborne sound insulation of 43 dB DnT,w + Ctr or better, and impact sound of 64 dB L'nT,w or less.

This is a design target for the specification, not a guarantee of a test result. Site performance depends on flanking transmission through walls and junctions, which no floor system can control on its own. Where there is a history of complaint between two flats we may ask for a post-installation test.

4.3 Accepted systems

The surveyor will specify one or a combination of the following, or approve an alternative in advance:

- Reduc Foundation 35 or 39, laid as a floating deck over 100mm SoundSlab between the joists, with isolation tape or sealant at the perimeter and an intact ceiling below. Foundation 35 suits joist centres up to 450mm and Foundation 39 up to 600mm, so the board thickness is determined by your joists, not by preference.
- GypFloor Silent, where the surveyor specifies it for the construction in question.
- Any other system, provided the manufacturer's test data for the equivalent floor construction is submitted and approved before work starts.

A specimen schedule of works showing a full build-up is available from the office. It is an illustration of what a properly detailed floor involves. It is not a specification for your flat.

4.4 Weight on the joists

These systems are heavy. The deck alone is 20.5 kg per square metre for Foundation 35 and 23.6 kg for Foundation 39, before the insulation in the void and the floor finish on top. Timber joists in buildings of this age were not designed with that in mind.

Where the surveyor has any doubt about the capacity of the existing joists, a structural engineer's check is required before the floor is laid. That cost falls to the leaseholder, on the same undertaking basis as the rest of the work.

4.5 What does not meet the requirement

Taking up existing carpet and sanding the floorboards as the final finish does not meet the requirement, unless the floor is at basement level.

4.6 Basements and concrete floors

Where a floating floor is laid on concrete or in a basement flat, the priority is impact noise rather than airborne. Several specialist underlays reduce impact transmission while also offering heat insulation and moisture protection. The surveyor will confirm what is needed.

4.7 Building regulations

Where floor works form part of a wider project that requires building control approval, building control will confirm what standards apply and whether testing is required.

4.8 Proof of installation

We require proof that the floor has been installed to the specification. Photographs taken as the work progresses, showing the void, the insulation, the perimeter detail and the deck, together with proof of purchase of the materials, are usually enough.

None of this can be photographed once the floor is down, so take the pictures as you go. Where proof is not provided we may require the floor to be opened up or the installation put right, and those costs fall to the leaseholder.

5. Questions

We are happy to discuss any proposal and to advise you or your professional advisers. Contact the BUTA office at 57a Belsize Park Gardens, London NW3 4JN.

Issued by BUTA Limited, August 2026. This note is guidance on process. It does not vary the lease, and where the two differ the lease prevails.