

Replacing Windows within a Residential Block



The benefits of implementing a successful window refurbishment/replacement project are significant.

But the process of changing, replacing and maintaining them is fraught with issues. This guide provides information on the regulatory and technical aspects of replacing windows within a residential block.



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‘Broken’, ‘Shattered’, ‘Dirty’, ‘Cleaning’, ‘View’, ‘Double Glazing’.
All words that spring to mind in association with windows.
And each one referring specifically to the glass within the window frame.

But when it comes to replacement, regulations and planning, the glass itself is rarely the major issue.

The majority of costs and headaches associated with window related projects come hand in hand with the frames themselves.

The Benefit

Attractive, environmentally friendly, efficient windows create huge benefits for any property. They improve a building’s value, its appearance and it’s running costs. However, like almost every part of any property, window frames have a lifespan and also need to be maintained.

From period properties to modern blocks, many buildings are defined by their windows. The smallest changes having a fundamental affect on their appearance and functionality.

A 1960’s tower block for instance, with relatively harsh lines and a concrete exterior, can be re-invigorated by the introduction of modern windows, facilitating a visually appealing fenestration.

For an older period building, Town and Country Planning controls and Listed Building restrictions may dictate that replacement windows must replicate the originals, albeit that modern alternatives may transform its functionality (allowing reversible cleaning for example).

Implementing window replacement projects can have a huge impact on the ongoing maintenance costs of a building. We have worked with many buildings where the initial costs of installing new windows is offset by savings in the ongoing maintenance (repair and redecoration), often in the short term.

A good example is in the case of a building where the windows require cyclical repair and redecoration, usually every 5-7 years and often requiring extensive and costly scaffolding, but where the remainder of the external elevations require lower maintenance.

Why is this so Complex?

Window Types

For a start, it is important to grasp the differences in the four usual types of frame as each has a significant effect in terms of look, cost and on-going maintenance.

Timber: The oldest and often the most visually appealing. Timber frames require regular maintenance including cyclical redecoration, usually in 5-10 year cycles. Timber deteriorates over time, but an area of rot isn’t terminal; Sash widows for example, were designed for incremental repair. Timber windows will often be a feature of listed buildings with resultant impact on planning.

Steel: The most expensive and robust, steel frames are designed to last for over fifty years and often come with a polyester powder coating (PPC) that lasts for twenty five. This large upfront cost can be offset by a low maintenance regime.

Aluminium: Mid-range in cost terms, aluminium looks like steel, so much so that it is often used to replicate it to keep budgets down. It is cheaper to maintain than timber, but requires more ongoing work than steel.

Plastic (Unplasticized polyvinyl chloride, or PVCu): Appealing for its being by far the cheapest option. Considerable downside includes negative environmental impact, unattractive and (relatively) short lifespan.

Ownership/Responsibility

When considering a window replacement project for a residential block, the key question is who is responsible for maintenance and replacement of the windows themselves. Under usual lease provisions, there are two possibilities:

1. The Landlord

In this case, the ownership and responsibility for repair and replacement of the window frames rests with the Landlord under the terms of the lease. The Landlord may instigate a

window replacement project if there are compelling economic grounds to do so. When windows are in poor condition or beyond repair, changing the window design is controlled by the Landlord.

2. The Leaseholder

In this case, the ownership of the flat windows may rest with the individual Leaseholders. The Landlord may not be able to instigate a window replacement project whilst individual Leaseholders can replace their own windows, albeit that the Leaseholders may require Landlords Consent to do so.

In some cases, the Lease may be “silent” on the ownership of the windows and it may be unclear where ownership of the windows lies. In such instances, expert/legal interpretation may be required and a determination may be sought from Counsel/the First Tier Tribunal.



Where the Windows are the Landlords Responsibility:

Where the Landlord has the obligation for repair and replacement of the window frames, implementing a large scale window replacement project would constitute Major Works and the statutory consultation procedure under Section 20 of the Landlord and Tenant Act would apply. Leaseholders may be consulted on the window replacement option(s) and timings.

Where the Windows are the Leaseholders Responsibility:

Where the Leaseholders have the obligation for repair and replacement of the window frames, implementing a large scale window replacement option can be more difficult. In this scenario, the Landlord will not be able to implement window replacement works without obtaining the consent of the individual leaseholders.

Individual Leaseholders may replace their windows at different times, perhaps at the time of refurbishment of their flat. In this case, the Landlords consent will often be required for the window replacement works and a Licence to Alter may need to be drawn up. In a larger building, the Landlord may prepare a Window Replacement Policy, which is circulated to all Leaseholders and provides the compliance requirements for window replacement. The Landlord may even apply for planning approval (where it is required) and nominate preferred window installers, such that Leaseholders can decide when to implement the window replacement. This will ensure that the quality and appearance of the window replacements is consistent and will avoid individual Leaseholders installing different types of windows, which can detract from the appearance of a block.

The Landlords Window Replacement Policy may typically include:

1. Details of any planning and/or Listed Building Consents obtained, including any conditions attached to those consents.
2. Performance Specification for the new windows, to which Leaseholder's must comply.
3. Details of approved supplies and installers.
4. Any Rules and Regulations regarding use of scaffolding by individual Leaseholders.

In some cases, where Leaseholders own their windows there may be a collective drive to carry out large scale window replacement at the same time, in order to maximise economies, avoid disruption (from Leaseholders installing windows at different times)



and to achieve uniformity. Such projects are often contemplated when other maintenance works are carried out, for example where the Landlord may be erecting scaffolding to carry out repair and redecoration of the elevations. Difficulties can occur in implementing full replacement works where one or more Leaseholders may not agree to having their windows replaced. This is a particular issue where, for example a new design for the window replacement is sought, and planning controls will restrict partial replacement options.

In most cases, the Landlord will be responsible for the windows in any communal areas.

Some serious issues can result even when the Landlord remains in complete control. For example, we have worked on a case in Kensington where two identical neighbouring buildings, built as a pair, were owned by different landlords, each with conflicting views on the type of windows they should choose.

Secondary Issues

Once negotiations are completed there are still issues to handle. Replacing windows will create other issues inside and outside the building.

Inevitably, there will be damage caused to walls and decorations within each apartment. Frustratingly, its effect will differ from flat to flat, particularly when one Leaseholder has much more expensive interiors; gold leaf wallpaper is much harder to make good than a wall painted in white Dulux!

Where the Landlord is implanting a large scale replacement project, the window contractor may be appointed to take responsibility for repairs to the internal finish. In others, the individual Leaseholders may need to make good the areas internally, following installation of the new windows. In the latter scenario, the Landlord may arrange for the separate contractor to be available at the end of the project who can be appointed by the individual Leaseholder to make good internally to individual flats.

Either way, this will need to be agreed in advance with strict budgeting and timetabling.

Long-Term Investment

Ultimately, the choice of windows and the replacement and maintenance schedule provides a choice between short term gain and long term pain. There will always be a temptation for those responsible to plump for the lowest outlay on hardware. But in almost every case this will create serious maintenance costs going forward.

For example, a plastic frame may be many thousands of pounds less up front than steel; but it will need replacement in the relatively near future. Steel on the other hand, will require larger upfront costs, but will minimise ongoing maintenance for decades.

Scaffolding is a major factor here. Irrespective of the type of window, erecting scaffolding around a large apartment block can cost a six figure sum. If painting is required every few years, that's a huge extra investment. If on the other hand none is required, it may even be possible to extend the time between maintenance work on the rest of the property, saving yet more money in the process.

Statutory Controls

Window replacement works are covered by various statutory controls.

It may require an application for, and obtainment of, Planning Approval and/or Listed Building Consent, particularly where the new windows have a different design or if the building is Listed or within a conservation area.

New or replacement windows are covered by the Building Regulations, although the installer of the new windows may be FENSA certified, in which case a FENSA Certificate can be provided to demonstrate compliance with the Building Regulation requirements.

A window replacement project will be covered by the Construction (Design and Management) Regulations 2007, which will influence the design of the windows to improve health and safety. For example, modern windows should be reversible to facilitate safe cleaning. Dependant on the scale of the window replacement project, the works may be notifiable to the Health and Safety Executive.

A window replacement project carried out by a Landlord, under a Major Works project, will require statutory consultation under Section 20 of the Landlord and Tenant Act 1985.

What can happen if window replacement works are not controlled



The Role of a Surveyor

In short, a windows replacement project is far from straightforward.

And as with almost every other element of Building Maintenance and Major Works, it will benefit from detailed planning and objective decision making, which is where a Chartered Surveyor comes in.

A window cleaner ensures transparent glass. A good Surveyor ensures a transparent project, taking into account the requirements of Landlords, Leaseholders, Contractors and the various regulations each party is required to work within.

They can provide design advice on the options for the new windows, obtain statutory consents and calculate a lifecycle cost for the project, balancing initial costs with long-term maintenance along with secondary considerations, including the effect of the project on the rest of the building.

The key is to avoid surprises, to manage expectations and to integrate everyone's requirements. The project should be completed to fulfil expectations and with a clear plan in place for future maintenance.

The negotiations, planning, work and finishing required will usually take at least six months. In some cases, the process can take years. So it's vital to make the right decisions, and to clarify the legal and planning aspects from the very start.



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