**Flooring**

The Board of Directors wish to make it clear that both leases for both Royal Standard House and City Point are quite specific as to the type of flooring that can be used in apartments and all leaseholders should check their lease before making any changes to flooring.

All leaseholders are obliged to comply with lease obligations and the Board has a duty to uphold the lease.

1. What type of flooring can I put in my apartment in Royal Standard House and City Point?

The leases for both Royal Standard House and City Point are very specific as to the type of flooring that can be used in both buildings. The Fourth Schedule includes a regulation to this effect.

 **‘To cover and keep covered the floor of the Premises with carpet or (in the case of the kitchen utility room and bathrooms only) other suitable sound deadening material’**

*(Royal Standard House, Regulation 15, p24 and City Point, Regulation 14, P26)*

1. Why can’t I put vinyl or wooden flooring in say, my lounge if I incorporate good soundproofing?

Firstly, because the lease forbids it.

Secondly, we believe that Royal Standard House and City Point offer a brand of lifestyle living in which the right to quiet enjoyment of your home is paramount. One of our priorities is to minimise noise and nuisance for all residents. We consider that the lease has been drafted with this objective in mind and that other leaseholders have an expectation that they will not be unduly disturbed by noise from wooden/vinyl /ceramic flooring. This is a selling point as other apartment blocks may not offer such strong protection.

Thirdly, carpet provides the best soundproofing for neighbours above, below and next door and we think this is important.

1. Does that mean I have to put carpet in my lounge, hall and bedrooms?

Yes, both the leases are quite specific, and the Landlord will enforce this regulation.

1. What is ‘other suitable sound deadening material’ for the other areas?

Primarily this is suitable kitchen and bathroom flooring which would include an element of soundproofing. If and when you decide to alter the flooring in these areas, you should apply for permission and provide details of your proposed flooring.

1. I have purchased an apartment which does not comply with this regulation, what are my responsibilities?

It is you and your conveyancing solicitors’ responsibility to have checked that the apartment you were purchasing complied with the lease and all regulations before exchange of contracts and to raise any inconsistencies or special permissions with the vendor. The Landlord will expect you to comply with the lease and will agree with you when and how this should be done. Please do not think that because you already have non-compliant flooring you are entitled to replace it.

1. I am refurbishing my apartment following a leak and originally had vinyl flooring in the hall, can I reinstate this?

No, the lease says you must carpet this area.

1. My neighbour has laminate flooring in the lounge and it’s really noisy, can I complain?

Yes, you could let your neighbours know that this is causing you a problem. Alternatively, should can contact the Managing Agents and ask them to speak to your neighbours.

1. I have wooden/vinyl floors but I have put down rugs to absorb the sound.

Unfortunately, this is not compliant with the lease. Nor is it fair to those leaseholders who are compliant. The Landlord has a duty to uphold the lease for all leaseholders.

1. I have stairs in my apartment, do I need to carpet them?

Yes, the only exceptions are the kitchen, bathrooms and utility room. The stairs are wooden so even more likely to contribute to noise.

1. I live on the ground floor so why do I ned to carpet my living room?

The lease still applies, and you must carpet the relevant areas. Sound travels upwards through the building as well as downwards.

1. I am selling my apartment and have laminate/wooden floors in the hall.

It is unlikely you have had permission for this flooring in the lounge and so you should declare this to your vendors as part of the conveyancing process. You and your vendors will need to agree how this breach is dealt with and advise the Board. Permission to re-assign the lease to a new leaseholder will be required from the Board for your sale to progress.

1. I have permission from Crosby/previous landlord for non-compliant flooring.

You may have had a waiver from a previous landlord, please contact the Managing Agents to discuss.