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Licence for alterations in commercial property

2nd edition, guidance note
# Contents

Acknowledgments v  
RICS guidance notes 1  

1 Introduction 2  

2 Tenant application 3  
2.1 Submitted in writing ......................................................... 3  
2.2 The undertaking ............................................................... 3  
2.3 The lease ........................................................................ 3  
2.4 Sub-tenant applications ................................................... 4  
2.5 Timings and reasonableness .............................................. 4  

3 Factors to consider 5  
3.1 The nature of the works..................................................... 5  
3.2 Improvements.................................................................... 5  
3.3 Unlicensed works on review and assignment .................. 5  
3.4 Impact on building operations.......................................... 6  
3.5 Financial bond .................................................................. 6  
3.6 Warranties for major works ............................................. 6  
3.7 Reinstatement provisions/dilapidations ............................ 6  
3.8 DDA/Equality Act 2010 compliance ................................. 6  
3.9 Health and safety ............................................................. 6  
3.10 Sustainability ................................................................. 7  

4 Third-party input 8  
4.1 Planning and building regulations .................................... 8  
4.2 Specialist consultants ....................................................... 8  
4.3 Insurers ........................................................................... 8  

5 Response 9  
5.1 Decision – levels of approval ........................................... 9  
5.2 Withholding consent....................................................... 9
5.3 Remedies for the tenant .................................................................................................................. 9
5.4 Granting consent retrospectively .................................................................................................. 9

6 Documenting .................................................................................................................................. 11
7 Final inspection ................................................................................................................................. 12
8 Advice for tenants .............................................................................................................................. 13
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This is a guidance note. Where recommendations are made for specific professional tasks, these are intended to represent ‘best practice’, i.e. recommendations which in the opinion of RICS meet a high standard of professional competence.

Although members are not required to follow the recommendations contained in the note, they should take into account the following points.

When an allegation of professional negligence is made against a surveyor, a court or tribunal may take account of the contents of any relevant guidance notes published by RICS in deciding whether or not the member had acted with reasonable competence.

In the opinion of RICS, a member conforming to the practices recommended in this note should have at least a partial defence to an allegation of negligence if they have followed those practices. However, members have the responsibility of deciding when it is inappropriate to follow the guidance.

It is for each surveyor to decide on the appropriate procedure to follow in any professional task. However, where members do not comply with the practice recommended in this note, they should do so only for a good reason. In the event of a legal dispute, a court or tribunal may require them to explain why they decided not to adopt the recommended practice. Also, if members have not followed this guidance, and their actions are questioned in an RICS disciplinary case, they will be asked to explain the actions they did take and this may be taken into account by the Panel.

In addition, guidance notes are relevant to professional competence in that each member should be up to date and should have knowledge of guidance notes within a reasonable time of their coming into effect.

It is the member's responsibility to be aware of changes in case law and legislation since the date of publication.

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<th>Status</th>
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<tbody>
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<tr>
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</tr>
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</table>
1 Introduction

This guidance note will be most relevant to surveyors dealing with tenant applications to make alterations at office and industrial properties in England and Wales. While the content of this publication is applicable to retail premises, a more detailed sector-specific process can be found in the Guide to retail delivery, available from BCSC.

From time to time landlords and managing agents are likely to receive applications from their tenants to undertake alterations to their leased property. It is important each application is managed competently to ensure the completed licence protects both parties’ interests and proceeds without unnecessary delay. A drawn out application can become the source of significant frustration and damage good landlord and tenant relations if not handled sensibly. Prior planning and good levels of communication will help to smooth the process.

A licence provides protection for both a landlord, often requiring a tenant to reinstate any works done at the end of their lease, and a tenant, by preventing the landlord from rentalising any improvements at a future rent review.

Figure 1 outlines the ‘life’ of a licence and will provide the basis of the structure of this guidance note.
2.1 Submitted in writing

Upon receipt of an application to make alterations there are a number of actions the surveyor should undertake. If the application has been made verbally, it is prudent to request the initial application be submitted in writing, to include a description and specification of the proposed works and any associated plans.

At the outset, the surveyor should make the tenant aware of any design guides, site rules or constraints and permit procedures that will need to be followed. Copies of the relevant documents should also be provided for the tenant’s ongoing reference.

If the tenant provides insufficient information, it is necessary for the surveyor to request additional documentation before considering the application further. If an application has been made at short notice the reason for any deadline should be ascertained and likely timings explained to help manage tenant expectations.

Different (statutory) rules apply to applications for works to comply with the **Equality Act 2010** (previously the **Disability Discrimination Acts** and still commonly referred to as ‘DDA Works’) and so careful note should be taken if some or all of the works are in that category (see section 3.8 for further information).

2.2 The undertaking

A cost undertaking for handling the application should be sought at an early stage of the process, with the tenant made aware of their liabilities from the outset to avoid later complications. It should be stated that the tenant will be liable for costs regardless of whether the licence proceeds to completion.

It should be explained that costs will include: legal fees; the managing agent’s fee to deal with the application; possible fees for building surveyors’ advice and also those of any third-party specialists who may be required to provide advice.

2.3 The lease

The surveyor must check the lease wording to see what the tenant is entitled to do and the extent of the landlord’s obligations. Typical wording will provide either an absolute bar on alterations, permit alterations subject to consent, or permit alterations subject to consent which is not to be unreasonably withheld. Except in the case of improvements there is no implied term that the consent is ‘not to be unreasonably withheld’, so if the words are not expressly used they do not apply.

If the works comprise ‘improvements’ for the purposes of the **Landlord and Tenant Act 1927**, then if the landlord’s consent is required it will be implied that the consent must not be unreasonably withheld. The question of what is an ‘improvement’ is complex and legal advice may be required. In general terms, an ‘improvement’ is something that will enhance the use and enjoyment of the premises from the tenant’s point of view. Where the wording ‘not to be unreasonably withheld’ is used, then it is implied also that the response must not be unreasonably delayed.

It is likely that the majority of leases will allow a tenant to make non-structural alterations to the demise with the consent of the landlord, although in some cases alterations may be forbidden absolutely, or permissible without any requirement for the landlord’s consent at all. Therefore the precise lease wording should be checked carefully.

When an application is received, confirmation should be sought whether the consent of a superior landlord will also be required, and
whether the licence granted will form a tripartite agreement. In the event that alterations need the approval of multiple parties, the surveyor should highlight to the applicant the potential for increased costs, a longer time to process the application and the possibility of a superior landlord withholding consent.

If the application is being made as an initial fitout for a new letting it will be necessary to consult the agreed Heads of Terms for details on agreement to pay costs, although it is likely that in this case both parties will have agreed to pay their own costs.

2.4 Sub-tenant applications

In the event that an application is received from a sub-tenant the surveyor should ensure any alterations have been approved by the tenant and then seek to license alterations by way of a tripartite agreement (or an agreement involving more parties if applicable).

2.5 Timings and reasonableness

Landlords, or their managing agents, must be aware of the need to comply with lease terms (see section 2.3) and statutory requirements (see section 3.8) when dealing with applications from their tenants. Accordingly, the owner or their manager should ensure that applications are dealt with diligently and in good time in order to comply.

If an application is mishandled or unreasonably delayed the landlord may be out of time for objecting. The time taken to deal with an application will vary depending on the complexity of the alterations requested; however, it is likely that any decision should take ‘days not weeks’ and ‘even in complex cases, weeks not months’ Go West Ltd v Spigarolo [2003] EWCA Civ 17.

2.6 Consultation with the client

Depending on the nature of the instruction the client should be consulted so that they are aware of the application and are able to raise any queries or objections.
3.1 The nature of the works

Tenant applications can cover a wide variety of works, ranging from full fit-outs or refurbishments to the relatively simple installation of a satellite dish on a building’s roof. The response will be driven by the nature of the works that have been proposed by the tenant. As would be expected, an application to undertake major alterations at a property are likely to require far greater consideration, including specialist advice, on the behalf of the surveyor. Conversely, a simple application may be dealt with swiftly and with minimal effort on the surveyor’s part.

It is good practice for the surveyor to reread the lease to ensure they are comfortable that the proposed works are permitted and that a formal licence is, or is not, required. Additional issues for surveyors to consider include whether the proposed works fall fully or partly outside of a tenant’s demise (e.g. a common situation would be whereby plant is to be installed on a retained roof area), as well as the possible impact of any easements or wayleaves from telecoms providers. A wayleave or easement application will require separate documentation and is outside the remit of this guidance note, however, it is recommended that the owner or manager takes relevant legal advice.

It is also important to consider how the proposed works will be assessed and approved. Depending on the knowledge and expertise of the surveyor it may be necessary to consider consulting third party experts, e.g. a structural engineer, building surveyor or mechanical and electrical engineer (in which case the tenant will need to be advised as early as possible in the application process and required to provide an undertaking for the relevant third party costs).

3.2 Improvements

An important factor to consider is whether or not tenant alterations will constitute an improvement that will increase the rental value of a property, as it is common for the improvements to be excluded at the time of rent review or lease renewal. If the works are likely to improve the rental value of the property the landlord should consider whether he should exercise the option in section 3 of the Landlord and Tenant Act 1927 to finance the work in return for an additional rent.

3.3 Unlicensed works on review and assignment

A common provision in a commercial rent review clause is likely to instruct the surveyor to disregard any tenant improvements when assessing the new rental level. Whether any unlicensed works can be rentalised will depend on the precise wording of the rent review clause and, if necessary, a lease advisory specialist should be consulted.

The issue of unlicensed works places further importance on the surveyor’s role in ensuring alterations are fully and accurately documented. A licence to alter will be an ‘extension’ to the original lease and therefore must correspond fully to the relevant lease terms with which it is associated.

Approval to assign a lease may waive a landlord’s right to object to known unauthorised alterations, whereas a future assignee may be submitting to accept a lease commitment which comes with unauthorised alterations.
3.4 Impact on building operations

It should be appreciated that some alterations have the potential to impact on wider building operations, especially within multi-let properties, e.g. offices or shopping centres. The owner or manager should be satisfied that any alterations or additions will include satisfactory interface works with landlord systems (examples include the impact on building air-conditioning or sprinkler/fire safety systems which must be considered carefully and approved by a competent party and/or the building insurer). Thought must also be given to controlling use of the common risers, the allocation of space on building roofs or within basement areas for tenant plant and the impact of alterations on a building’s overall fire strategy.

Further consideration should be given to the likelihood of nuisance being caused to other tenants within a multi-let property, possibly from noise or disruption to services, such as a goods lift. It may be necessary to place restrictions on working hours especially during the most disruptive stages of a project.

3.5 Financial bond

In some cases it may be appropriate for a landlord to request that a financial bond be held until the works are completed. This is most likely to apply when the works will result in major alterations to the property or if the tenant making the application is of weak covenant strength. This provides the landlord with protection if a tenant begins but fails to complete agreed works. It is thought that unless dealing with major alterations affecting the utilisation of the building by a tenant of weak covenant, a bond in favour of the landlord might be considered unreasonable.

3.6 Warranties for major works

It may also be necessary to consider whether a warranty should be requested from the tenant for the works to be carried out. This is most applicable in cases where proposed alterations involve major structural works.

3.7 Reinstatement provisions/dilapidations

Before approving any alterations a landlord should be clear as to whether or not they will require reinstatement on expiry of the tenant’s lease, either automatically or on request. It is common for a landlord to reserve the right to require reinstatement but the surveyor should seek clarification. Notice periods should be agreed and any notice wording drafted by solicitors.

For more detailed information see the RICS guidance note Dilapidations, 6th edition (2012).

3.8 DDA/Equality Act 2010 compliance

Alterations may be required to allow occupiers providing a service to fulfil the obligations placed on them by the Equality Act 2010. The test for whether works should be undertaken is one of ‘reasonableness’, with effectiveness, practicality, cost, disruption and available alternatives all taken into consideration.

It is important to understand that if works are deemed to be required under the legislation then a different statutory regime applies as against other applications for consent. In particular, regardless of the express lease wording, the landlord cannot withhold consent unless it is reasonable to do so. In addition the response must be given within 42 days.

3.9 Health and safety

As part of any application to undertake alterations the landlord or their agent should request the tenant’s (or their contractor’s) health and safety documents to demonstrate that risk assessments and method statements have been produced and safe working practices are to be adhered to; permits should be issued accordingly.

If applicable, an asbestos register should be made available to any contractors working at a property. In buildings where a risk has been identified an intrusive survey may be necessary prior to any alteration works commencing.
Further advice on asbestos can be found in RICS guidance note, Asbestos and its implications for members and their clients, 3rd edition (2011).

For all commercial refurbishment projects the Construction (Design and Management) Regulations 2007 will apply, with the onus being on the tenant to ensure the Regulations are adhered to. Depending on the project timescale and resource hours involved, it may be necessary to inform the Health and Safety Executive. A copy of the project log should be provided to the landlord upon completion.

3.10 Sustainability

Alterations that will improve the performance of a building and lessen environmental impact should be encouraged and can benefit both the landlord and the tenant. Alterations could be the installation of new M&E equipment, leading to lower energy usage and decreased costs, replacement glazing to increase insulation, or simply the provision of bike racks and associated changing/storage facilities.

The landlord or their agent should carefully consider any alteration that is likely to have a negative impact on a property EPC assessment and whether or not this will constitute a valid reason for withholding consent, e.g. if it can be proved that a downgraded assessment may have a negative impact on the property investment value.
4.1 Planning and building regulations

Tenants will need to ensure they have discussed and obtained approval from the relevant authorities for their works. The two most common approvals are planning permission and building regulations approval, with these forming a requirement of any consent being granted. Approval in principle can be provided, with an acceptance that there may be modifications to a project as it proceeds with full and formal consent to be issued upon completion.

Surveyors should be aware that planning consents can have conditions attached that need to be addressed by the tenant. As a result, any such conditions should be addressed prior to a licence being granted.

Change of use permission and listed building consent are specialist areas and further advice may be needed. It is common practice for tenants to install external air-conditioning units and planning authorities often request noise assessments to ensure there is no impact on adjoining owners, especially in residential areas.

Building regulation approval may be obtained by the tenant from the local authority or an approved inspector. The surveyor should check the works are completed and a completion certificate issued.

4.2 Specialist consultants

It may be necessary for the surveyor to consult third-party specialists to provide expert advice on the impact of a tenant’s proposed alterations. Most importantly, if structural alterations are allowed under the lease, investigations will need to be undertaken to ensure the works will not prejudice the structure of the building. Similarly, it may be necessary to consult fabric consultants or M&E consultants for expert advice prior to granting any approvals.

4.3 Insurers

In order to avoid invalidating any insurance policies at a property it is advisable to inform the relevant insurer of planned works and seek their approval if necessary. This is particularly important when works will have an impact on building sprinkler or other fire safety systems. Clarification should also be sought to ensure that the insurance will remain valid while the works are in progress.

It is also necessary to check that the tenant and/or their contractor have adequate employer’s liability cover in place prior to works commencing.

As a result of the works it may be necessary to amend the sum that is insured and the tenant may become liable for any increases to the premium paid.
5.1 Decision – levels of approval

Some surveyors will be required to follow clients’ set approval procedures that are already in place, however, in most cases the client will need to be consulted for a decision. If there is no agreed procedure in place, the surveyor should make a recommendation to their client as soon as possible whether the application should be:

- approved
- approved with modifications
- approved subject to conditions, or
- rejected.

5.2 Withholding consent

Many of the above concerns (e.g. the need for statutory consents) can be dealt with by consenting subject to conditions.

In some cases it may be appropriate to refuse consent for a tenant’s proposed alterations. Given the implications and complexity of the issues it is advisable to seek legal advice prior to doing so, and any refusal should be carefully worded, setting out all the reasons relied on. Most commonly, consent will be refused in line with the terms of the lease, i.e. the requested alterations fall outside of the rights granted to the tenant.

Examples can also arise whereby a landlord will seek to withhold consent if requested alterations may have a negative impact on the investment value of a property, even though the alterations are permitted (with consent) under the lease terms.

5.3 Remedies for the tenant

If the landlord has failed to respond to an application, refused consent or attached conditions which the tenant considers unreasonable, very careful consideration should be given as to the best course of action. Essentially the tenant has two options: to issue court proceedings for a declaration that the landlord is being unreasonable and that the works may proceed; or simply to carry on with the works in any event. There are advantages and disadvantages to both routes, the second brings a number of risks and problems, including the works being unauthorised (see comments above regarding the impact on rent review and future assignments) and the tenant potentially being in breach of the lease, which could give rise to a right to forfeit. Those considerations need to be very carefully evaluated in light of the actual circumstances.

5.4 Granting consent retrospectively

It is good practice for licences to be granted at an early stage, however, there are occurrences where this doesn’t occur and retrospective consent may be required. It is important that surveyors track licences to ensure that the necessary licence documents are completed as incomplete documentation can delay a potential purchase or sale. Furthermore, as time passes after the completion of works it may become increasingly difficult to complete outstanding documents as project files are closed and attentions move on.

Although not ideal there are also occasions where a tenant will undertake alterations without gaining the landlord’s consent. If works are still in progress the tenant should be instructed to stop work and instructions sought from the landlord, as subsequent actions will depend on the nature of the works. Full specifications should be sought from the tenant, and if necessary third-party advice sought. The landlord may wish to grant consent for works
retrospectively or conclude that it is preferable to rentalise the unlicensed alterations at the next review (depending on the lease terms).

In some circumstances it may actually be beneficial for a surveyor to agree to licence works retrospectively, especially in the event of large scale and complex projects (where changes may be necessary at various stages of the works). Any retrospective licensing will be on the formal agreement that full as-built plans will be provided on completion for use in the licence documents.
The decision on how to document an agreed tenant alteration will depend partly on the wording of the lease and partly on the wishes of the landlord and their solicitors to ensure they protect their interest.

Consent can be granted using a number of methods:

- automatically by way of the lease terms (where no specific consent is required), although it is advisable for a tenant to inform their landlord out of courtesy if they are planning works
- a formal licence deed
- a simple letter licence.

The most appropriate form to use will depend upon the client’s preference and the circumstances – the more conditions or obligations required, the less likely it is that a simple form will be sufficient. For example, a landlord might be happy to grant consent for minor works through an exchange of correspondence. More commonly, a ‘letter licence’ may be used to document minor works, with a full and formal licence produced for larger or more complex projects. It is suggested as a general rule that consent by letter licence may be appropriate for non-structural alterations, such as demountable partitioning or the change of a shop sign. Ultimately the decision will rest with the landlord.

It is important to check that the licence documents (whatever form is used) contain the necessary level of information and detail with plans included to show existing layouts and the approved alteration layouts. This will help the reinstatement process when the tenant is required to yield up the property at the end of the lease term.
Following the completion of the agreed works it is important that the surveyor carries out an inspection to satisfy themselves that the works have been carried out to the required standard and in line with plans and specifications provided and agreed.

As a result of the inspection it may be necessary for the tenant to rectify any ‘snagging’ issues or provide revised plans and drawings for additional works completed so that licence documentation can be revised or amended (if the landlord consents).

Electronic and paper copies of completed licence documents should be kept with other lease documents, as it is likely they will need to be referred to at various stages of a tenant’s occupancy (e.g. review, dilapidations on termination).
Tenants’ applications to alter can become protracted and frustrating affairs if not handled diligently and in good time. The information below provides a summary of the key issues for tenants to appreciate in order for an application to progress smoothly and satisfy both parties:

A tenant’s right to make alterations to their demised space will depend on the specific terms of the lease. This will be the first point of reference for the landlord’s surveyor and shapes the alterations process.

Communication is of crucial importance. The tenant or their representative should make the surveyor aware of the desire to make alterations in good time. Ideally, this will be at least six to eight weeks before the project’s proposed start date, or a longer lead-in time for major alterations. A landlord or their agents should provide progress updates to a tenant during the processing of an application.

The landlord or their agent should make sure that tenants have an understanding of the fees involved in making an application. The tenant can be liable for surveyor’s fees, legal fees and the cost of acquiring any third-party advice. Each fee should be explained and justified to ensure that the process is clear and transparent, as per previous guidance issued in the RICS code of practice Service charges in commercial property, 2nd edition (2011).

A clear response should be provided to a tenant when a decision is issued for any application.

If the works (or some of them) are believed to be necessary in order to comply with the Equality Act 2010 (‘DDA Works’), then the tenant should make this clear at the outset.

All plans, drawings, specifications, method statements and risk assessments should be provided well in advance for approval. Tenants may wish to consider appointing their own project manager or building surveyor to oversee the works. This person should have knowledge and experience of what is required to progress a licence application and the documents that are required.

Once an alteration has received the necessary approval it is important for tenants (in a multi-let property) to liaise with building managers and security personnel to arrange contractor deliveries, health and safety approvals, access to the property and the use of a goods lift if necessary in order to minimise disruption to other occupiers.

If any changes to approved works are envisaged, the landlord’s surveyor should be informed immediately as additional consents may be needed.
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