

Queen Court RTM Company Limited
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Our ref: MAC/QC/PHKD/001

14 January 2020

By the Planning Portal to:

Regeneration and Planning
London Borough of Camden

Dear Sirs,

Queen Court, Queen Square, London WC1N 3BA

Re: new windows

Introduction

1. This is an application by Queen Court Freehold Company (QCFC), the entity which owns the freehold of Queen Court (and whose share capital is in turn owned by the tenants), for permission to replace all the windows at Queen Court, Queen Square, London WC1N 3BA/3BB. (N.B. the flats in Queen Court have one of two postcodes, WC1N 3BA and 3BB.)
2. Please note that the enclosed application is made without prejudice to our contention that planning permission is not required at all because, in our opinion, the proposed replacement windows are not materially different in appearance to the existing ones.

Proposal

3. It is our understanding that all the existing windows, save those on the 7th floor (which floor was added in or around 2006), were manufactured and installed by Crittall in or around 1930 when Queen Court was built.

Queen Court RTM Company Limited (Company Number: 7898928) is a right to manage company made under the provisions of Part II of the *Commonhold & Leasehold Reform Act 2002* and its registered office address is at Suite 6, 32 Bedford Row, London WC1R 4HE

4. Before the management of the building passed into the hands of the tenants, the windows were poorly maintained and, after nearly 100 years *in situ*, the question about how best to address the their current state of disrepair has naturally arisen. We have carefully investigated and considered a number of options including: a) repairing the existing windows *in situ*; b) refurbishing the existing windows by removing them from the walls, sending them off to be repaired/redecorated and thereafter reinstalling them; and c) wholesale replacement of the existing windows with modern equivalents. In respect of option c), three different designs all purporting to replicate the existing windows have been considered *viz* those manufactured by the Heritage Window Company, Crittall and Secco Sistemi.
5. We presented the results of our investigation to the tenants and asked them to vote for their preferred method of repair. All bar two of the 45 tenants voted in favour of total replacement of the windows using those made by Crittall.

Remarks

6. We do not intend to rehearse exhaustively the merits and demerits of each option, but we have set out some of the most important considerations below in an effort to justify our decision to carry out wholesale replacement of the windows using modern equivalents made by Crittall.
 - a. QCFC's obligation under the leases is to keep the windows in repair. The evidence is that it is not possible to put the existing windows in repair whilst *in situ*. This is principally because it is not possible to access and remove all the rust on the frames without first removing the frames from the walls. Similarly, many of the repairs required e.g. removing warps in the frames and welding in new steel sections, are either impossible, very difficult and/or hazardous to carry out whilst *in situ*. It follows that repair *in situ* does not comply with our obligations under the leases because the effect of such work is merely to reduce the level of disrepair and not to put the windows in repair. Put another way, repair *in situ* is not an option lawfully open to QCFC although such option did of course merit careful consideration.
 - b. The financial case for replacing the existing windows compared with every other option is stark. Even assuming repair *in situ* were an option, we calculate that such a method will be at least c. £798,698 more expensive than replacing them over the next 25 years, and about £2.84 million more expensive over the assumed life span of any replacement windows (about 50 years).

- c. The replacement Crittall windows are guaranteed maintenance free for 25 years. Whilst the financial savings resulting from this are substantial (as noted above), it also means that there will be no disruption to the public or the tenants from scaffolding, which would otherwise be required every five years to repair and redecorate the windows *in situ* e.g. no footpath or road closures/suspensions, traffic management measures, etc.
- d. Replacing the existing windows with modern equivalents will bring significant improvements in thermal and acoustic efficiency and help to block out harmful airborne pollutants/particulates more effectively. This is an issue at Queen Court because traffic is regularly at a standstill on Guilford Street.

Conclusion

- 7. QCFC have invested a considerable amount of time and money in investigating the best way to deal with a number of competing and conflicting obligations and objectives. In particular, we have been mindful of our obligations to comply with planning law, landlord and tenant law and our contractual obligations under the leases – while at the same time we have sought to improve the green credentials of our building in an aesthetically acceptable, cost-effective manner, which contributes in some small measure to maintaining the standards of the conservation area in which we reside.

Yours faithfully,

Queen Court RTM Company / Queen Court Freehold Company

Encl.