

Split the difference

Q Our house shares a drive leading to garages at the back with a neighbour. Our title deeds refer to a deed of grant of "mutual right of way" drawn up in 1965. Neither of us uses the garages for vehicles, and we would like to remove our garage and divide the driveway with a fence. How do we go about changing the shared access agreement, and can we do this without our neighbour's agreement?

A You cannot put up a fence without your neighbour's agreement. From your reference to a "mutual right of way" it appears that each house includes half the width of the driveway and has a right of way over the other half. In this case it may be an inexpensive matter to get solicitors to draw up a deed changing the arrangement permanently. Expensive complications could arise if consents are needed relating to

mortgages or covenants however. Beware: by permanently eliminating access to parking space at the rear of your house you may reduce its value. If you can get your neighbour to agree, a temporary fence might be a better solution.

Barking mad

Q We received a letter from the council four months ago saying a complaint had been made, supposedly because our dog was causing a noise nuisance. We were told that the complainant would be asked to keep a diary of the alleged barking for a two-week period, and then if necessary electronic monitoring would be installed. We object to being spied on and the assumption that we're guilty.

A The letter from the council asks you to check whether your dog is

creating the noise. This is by way of information, and is in no way judgmental. Whoever made the complaint must provide evidence and, assuming there have been no further developments, it'd appear the complainant was either unable to do so or the nuisance has stopped.

Sister act

Q My mother died three months ago without making a will. For the last five years my sister has had power of attorney over my mum's affairs, and I have just received a letter from her solicitors saying they intend to obtain a grant of letters of administration for my sister as sole administrator. What does this mean? Can my sister do as she pleases with the estate?

A No. When a person dies leaving a sum that requires probate (usually above £5,000) someone has to

apply for authority to sort out their affairs. If there's no will appointing an executor, it falls to next of kin to obtain a grant of "letters of administration". Either you or your sister could apply; your sister's power of attorney will have ceased on your mother's death, so she has no priority. You could administer your mother's estate jointly if you wished. If you have no other brothers or sisters your mother's estate will be divided equally between you. Whoever administers the estate will have to ensure that this is so.

Extra room

Q I am planning to make additional living and storage accommodation in the loft of my house. Will I need to get building regulation and planning approval for this?

A Most loft conversions do not longer require planning permission, but you



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would need permission for example if you propose building a dormer above the highest point of your roof, or on the roof slope facing the main road. You will also require building regulations approval in relation to issues such as the structural strength of the floor. You can either acquire this by employing an approved installer or by contacting the local authority's Building Control Services department direct. But whoever does the work you should clarify at the outset who is taking responsi-

bility for compliance with the building regulations, since you may need the certificate if you want to sell your house.

Not your business

Q I live on a small housing estate built some 40 years ago. The deeds state that properties are to be used as dwelling houses only. Many people in these houses must be aware of this, yet are running businesses from home, employing not just themselves but other people as well. Who is responsible for enforcing the terms of the deeds?

A If the houses on the estate are freehold you may be able to enforce the covenants yourself by court action. Whether you can do this is likely to be a complex issue and you should take a solicitor's advice. If the houses are leasehold, the right to enforce the covenants is likely to lie in the hands of the ground landlord, but the terms of your lease may enable you to compel him to do so. Unfortunately, it is quite likely that you can neither enforce the covenants nor get anyone else to do so.