

HOMEOWNER'S LEGAL RESPONSIBILITIES CHECKLIST

FOR YOU TO KEEP

Before work starts: the permissions, notices and duties to sort out, and who is dealing with each

KD-HM-LR-001 Rev A0

Use this before any building work starts on your home — for example an extension, a loft conversion, a new kitchen or bathroom, new windows, a new roof, or taking out a wall. Go through each section. For each line tick Yes, No or Not sure for whether it applies to your job; write who is dealing with it, the reference or evidence, and the date; and tick Done once it is dealt with. Some of these duties stay with you as the owner even when a builder or designer does the work. Where you tick "Not sure", find out before work starts. Your other papers: the brief KD-HM-BR-002, the checks on your builder KD-HM-BC-003, and the contract checklist KD-HM-CC-005.

ABOUT THIS DOCUMENT

- General information, not advice. This explains in general what the law says in England and Wales. It is not legal advice about your own situation, and filling it in cannot promise any result.
- Get help early. For your own situation, speak to a solicitor, or to the Citizens Advice consumer helpline on 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser), Monday to Friday 9am to 5pm (in Scotland, Advice Direct Scotland on 0808 164 6000; in Northern Ireland, Consumerline on 0300 123 6262). For anything to do with a shared wall, speak to a party wall surveyor.
- Where it applies. Written for England and Wales. Scotland and Northern Ireland have their own planning and building control systems, and the party wall law in section 4 does not apply there. The Building Regulations domestic client rules in section 5 differ between England and Wales.

WHAT STAYS WITH YOU AS THE OWNER — EVEN IF YOUR BUILDER DEALS WITH IT

- Planning: an enforcement notice is served on the owner and occupier, and not complying with it is an offence by the owner (section 2).
- Listed buildings: anyone who carries out, or causes, unauthorised works commits an offence — that includes you (section 2).
- Building regulations: a notice to take down or alter work that breaks them goes to the owner, up to 10 years after completion (section 3).
- Party walls: the duty to serve notice on your neighbours is the building owner's — normally you (section 4).
- Building Regulations: giving every designer and builder the information you have about the building, and cooperating with them (section 5).

1 YOUR JOB

YOUR NAME(S)

ADDRESS OF THE HOME

CHECKLIST STARTED

THE WORK YOU ARE PLANNING

☐ I own the freehold (most houses)

☐ I own a leasehold (most flats) — see section 9

☐ There is a mortgage on the home — see section 9

2 PLANNING PERMISSION, LISTED BUILDINGS AND PROTECTED TREES

Planning permission is permission from your local council (the "local planning authority") to build something new, make a major change such as an extension, or change how a building is used. Some smaller work can go ahead without an application because it has "permitted development rights" — a national permission with limits on size, height and position. Those rights are more limited in conservation areas, National Parks, Areas of Outstanding Natural Beauty, the Broads and World Heritage Sites. In England the householder rights (for example extensions and roof alterations) apply to houses, not to flats or maisonettes, and they do not override a condition on an earlier planning permission for your home, or apply where an "article 4 direction" has removed them (Town and Country Planning (General Permitted Development) (England) Order 2015 arts 2, 3 and 4). If you are not sure, ask the council — but for certainty apply for a "lawful development certificate": while it is in force, the work it describes is presumed lawful unless something relevant changes before the work starts (Town and Country Planning Act 1990 s.192). An informal answer from the council is not the same. Wales has its own permitted development order; check with your council.

PLANNING IS YOUR RISK AS THE OWNER

If work that needs planning permission goes ahead without it, or breaks a condition of the permission, the council can serve an "enforcement notice" ordering the changes to be undone. The notice is served on the owner and the occupier. If it is not complied with by its deadline, whoever owns the land at that point commits an offence — which could be you, or someone who later buys your home (Town and Country Planning Act 1990 ss.171A, 172 and 179). So the risk stays with you even if your builder or designer says they will "sort the planning". You can appeal against an enforcement notice.

Listed buildings. A listed building is on the national list of buildings of special architectural or historic interest. Listing covers the whole building, not just the outside, together with objects and structures fixed to it and structures in its grounds that have been there since before 1 July 1948, unless the list entry says otherwise. Knocking it down, or altering or extending it in a way that affects its character, needs "listed building consent". Anyone who carries out that work, or causes it to be carried out, without consent commits an offence — that can be you as well as your builder — and so does anyone doing the work who breaks a condition of the consent (Planning (Listed Buildings and Conservation Areas) Act 1990 ss.1, 7 and 9, for England). Wales has its own rules; ask your council.

Trees. A tree may be protected by a "tree preservation order" (TPO). Cutting down, uprooting, topping, lopping or damaging a protected tree without the council's consent can be an offence — in England, including for someone who causes or permits it. In a conservation area you must give the council six weeks' notice before carrying out work on a tree there that has no TPO, unless an exception applies (Town and Country Planning Act 1990 ss.210 and 211).

HOMEOWNER'S LEGAL RESPONSIBILITIES CHECKLIST

continued

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KD-HM-LR-001 Rev A0

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Does the work need planning permission — or is it permitted development (houses only), confirmed by a lawful development certificate?	☐	☐	☐	☐			
Is the home in a conservation area, National Park, Area of Outstanding Natural Beauty, the Broads or a World Heritage Site, or covered by an article 4 direction or a planning condition removing permitted development rights?	☐	☐	☐	☐			
Is the building listed? If so, does the work need listed building consent?	☐	☐	☐	☐			
Are there trees on or next to the work that have a TPO, or that are in a conservation area?	☐	☐	☐	☐			
Does the planning permission have conditions to meet before or during the work (for example materials to be agreed first)?	☐	☐	☐	☐			

3 BUILDING REGULATIONS AND BUILDING CONTROL

Building regulations approval is separate from planning permission, and you may need both. Building regulations are minimum standards for building work — structure, fire safety, drainage, insulation, ventilation, electrics and more. They apply to extensions and new buildings and to many alterations, for example replacing windows and doors, a new bathroom that involves plumbing, electrical work near a bath or shower, a new or replacement heating system, or replacing a roof covering. The standards must be met even where no formal approval is needed. "Building control" is the checking of the work by a "building control body": your council, or a private "registered building control approver" you choose.

How approval is got — ask your builder or designer which route they will use:

Full plans: the drawings are checked before work starts; a decision is expected within 5 weeks, or 2 months if you agree. Building notice: for smaller work only; work can start 2 days after the notice is given, but there is no formal approval of plans, so it does not give the full plans protection described below. Registered building control approver: a private body you appoint instead of the council; it tells the council about the work. Competent person scheme: an installer registered with a scheme for that type of work (for example windows, boilers or electrics) can certify the work themselves, so you do not apply. Regularisation: approval afterwards for work already done without it — from the council only, and only for work done after 11 November 1985.

BUILDING REGULATIONS ARE YOUR RISK AS THE OWNER TOO

The person doing the work can be prosecuted for not following the building regulations. But where work breaks them, the building control authority can serve a notice on the owner — you — to take the work down or alter it, and if that is not done it can do the work itself and recover its costs from you. That notice can be given up to 10 years after the work is completed, though not where building control approved your full plans and the work followed them and any requirements set (Building Act 1984 ss.35 and 36). Without the certificates you may also have problems when you sell your home.

At the end, keep the completion certificate from the council (or the certificate a registered building control approver gives), or the certificate from a competent person scheme installer — who must give the occupier a copy not more than 30 days after completing the work. The council's completion certificate and a scheme installer's certificate are each evidence, but not conclusive evidence, that the requirements they cover were met (Building Regulations 2010 regs 17 and 20, England text; in Wales ask your building control body).

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Does the work need building regulations approval, or is it exempt?	☐	☐	☐	☐			
Which route: full plans, building notice, registered building control approver, or competent person scheme?	☐	☐	☐	☐			
Which building control body, what are its fees, and who pays them?	☐	☐	☐	☐			
Competent person scheme work: is the installer registered for this type of work on the Competent Persons Register or the Electrical Competent Person Register?	☐	☐	☐	☐			
Who tells building control when each stage is ready to inspect?	☐	☐	☐	☐			
At the end: completion certificate, or competent person scheme certificate, received and kept	☐	☐	☐	☐			

HOMEOWNER'S LEGAL RESPONSIBILITIES CHECKLIST

continued

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KD-HM-LR-001 Rev A0

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Was any earlier work at the home done without approval (for regularisation)?	☐	☐	☐	☐			

4 PARTY WALLS — ENGLAND AND WALES ONLY

A party wall is a wall shared with a neighbour — for example between two semi-detached houses — or a garden wall on the boundary (not a wooden fence). A floor between flats can be a "party structure". The duty to serve notice under the Party Wall etc. Act 1996 is on the "building owner": the owner who wants the work done, which is normally you, not your builder (s.20). Your builder or a party wall surveyor can help prepare the notices. Notice must be served on each neighbour affected:

Which notice, and the minimum time between serving it and starting: a new wall on the boundary line — at least one month (s.1); work to an existing party wall or party structure, such as cutting into it — at least two months (s.3); digging within 3 metres of a neighbour's building where the digging goes deeper than their foundations, or within 6 metres where it would cut a line drawn down at 45 degrees from the bottom of their foundations — at least one month (s.6). The time runs from when the notice is served. A notice sent by post counts as served when it would be delivered in the ordinary course of post, unless the contrary is proved (Interpretation Act 1978 s.7), so allow a few extra days. A party structure or excavation notice stops having effect if the work has not started within 12 months and is not carried on with due diligence (ss.3 and 6).

Silence is not agreement. If a neighbour does not agree in writing within 14 days to a party structure notice or an excavation notice, a dispute is treated as having arisen, and surveyors settle it under s.10, normally in a "party wall award" (ss.5, 6 and 10). If they do not agree within 14 days to a new wall on the boundary line, you may build it only wholly on your own land and at your own expense (s.1). Do not start work under a party structure or excavation notice until the notice period has run (or, for a party structure notice, the adjoining owners and occupiers have consented in writing to an earlier start, s.3(3)(a)) and your neighbour has agreed in writing, or the dispute has been settled under s.10. You must pay compensation for any loss or damage the work causes your neighbour (s.7). The notices themselves, and how to serve them, are in KD-HM-PW-011.

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Is any of the work on or at the boundary, to a shared wall, floor or other party structure, or digging near a neighbour's building?	☐	☐	☐	☐			
Party wall notice served on each neighbour affected — which kind, and when	☐	☐	☐	☐			
Neighbour's written reply within 14 days — agreement, disagreement, or no reply	☐	☐	☐	☐			
If there is a dispute: party wall surveyor(s) appointed and award made	☐	☐	☐	☐			
Photographs or a written record of the neighbour's side before work starts (good practice)	☐	☐	☐	☐			
Work not started until the notice period has run (counted from service), or every adjoining owner and occupier has consented in writing to an earlier start, and there is written agreement or an award	☐	☐	☐	☐			

5 HEALTH AND SAFETY — WHO CARRIES THE CLIENT DUTIES

The CDM 2015 (the Construction (Design and Management) Regulations 2015) are health and safety rules for building work. You are a "domestic client" if you have work done on your own home, or a family member's, not as part of a business. The client's duties include making suitable arrangements so the work is managed safely, making sure welfare facilities are provided for the workers, and making sure a construction phase plan (the plan for managing health and safety on the job) is drawn up before the building work starts (reg 4). For a domestic client, those duties must be carried out by the contractor if there is only one; by the principal contractor if there is more than one; or by the principal designer instead, where there is a written agreement that the principal designer will do so (reg 7(1)). If there is more than one contractor and you do not appoint a principal designer and principal contractor, the designer in control of the design stage becomes the principal designer and the contractor in control of the building work becomes the principal contractor (reg 7(2)).

In England the Building Regulations 2010 also give clients duties: suitable arrangements so the design and the building work meet the Building Regulations, and reasonable steps to check that the people doing the work are competent. For a domestic client those duties must be carried out by the contractor if there is only one; by the principal contractor if there is more than one; or by the principal designer, where you and they agree in writing (regs 11A, 11C and 11E). In Wales (since 1 July 2026) you can sign a written statement taking these duties on yourself, or giving them to someone else who also signs. The statement must confirm that you understand the duties and can carry them out, and it can also take on the principal designer and principal contractor duties to plan, manage, monitor and coordinate the design and the building work (regs 11T, 11Z4 and 11Z5). It must be given before the construction phase begins (reg 11T(2)). If you sign nothing, the client duties fall to the contractor, principal contractor or principal designer in the same way. Do not sign one just because a builder asks you to — get advice from building control first.

TWO DUTIES THAT STAY WITH YOU

Reg 11C lists the client duties your builder, principal contractor or principal designer carries out for you. Giving every designer and builder the information you have about the building as soon as you can, and cooperating with them so they can carry out their duties (reg 11A(4) and (5)), are not on that list, so they stay with you. In Wales, reg 11T likewise does not move reg 11R(4) and (5).

ASK YOUR BUILDER

- Will anyone else work on the job — including any trade I hire myself, such as my own electrician or kitchen fitter?
- Who is the principal contractor and, if there is a designer, the principal designer? Where is that written down?
- Who is carrying out the client duties under CDM 2015, and under the Building Regulations?
- Can I see the construction phase plan before work starts, and what welfare facilities (toilet, washing, drinking water) will the workers use?
- How will you and the designer make sure the design and the work meet the Building Regulations?

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
How many contractors will work on the job, counting any you hire yourself?	☐	☐	☐	☐			
One contractor: they carry the client duties. More than one: principal contractor (and principal designer, if any) named in writing	☐	☐	☐	☐			
Construction phase plan drawn up before the building work starts — you asked to see it	☐	☐	☐	☐			
Welfare facilities for the workers agreed — theirs, or use of your toilet and kitchen	☐	☐	☐	☐			
Building Regulations client duties: who carries them out (in Wales, sign a statement taking them on only after advice), and how the design and the work will be checked	☐	☐	☐	☐			
Information you have about the building (old drawings, surveys, known problems) given to your designer and builder — this duty stays with you	☐	☐	☐	☐			

6 VISITORS, CHILDREN AND THE WORK AREA

The person who occupies or controls a place must take reasonable care that visitors will be reasonably safe, and must be prepared for children to be less careful than adults (Occupiers' Liability Act 1957 s.2). While building work is going on, that can be you as well as your builder. If a visitor is hurt because a contractor did work badly, an occupier who acted reasonably in giving the work to that contractor, and took the steps they reasonably should to check the contractor was competent and the work properly done, is not answerable for that reason alone (s.2(4)(b)). A duty can also be owed to people who are not visitors, such as trespassers, where the occupier knows or has reasonable grounds to believe there is a danger and that they may come near it, and the risk is one they could reasonably be expected to offer some protection against (Occupiers' Liability Act 1984 s.1). Agree with your builder in writing who controls the work area and how it is kept secure.

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Who controls the work area, and how is it kept secure — locked, fenced or screened off?	☐	☐	☐	☐			
Children, visitors and pets kept away from the work area and materials	☐	☐	☐	☐			
Builder's public liability insurance seen and in date for the whole job	☐	☐	☐	☐			
A skip on a public road needs a skip licence (permit) from the council, and skips cannot go on the pavement. Who is getting it?	☐	☐	☐	☐			
Scaffolding on the road or pavement needs a council licence. The builder or scaffold company gets it, but gov.uk says you should check they have it and that it lasts until the work is finished	☐	☐	☐	☐			
Neighbours told the start date, working hours, deliveries and parking (good practice)	☐	☐	☐	☐			

7 BATS AND NESTING BIRDS

HOMEOWNER'S LEGAL RESPONSIBILITIES CHECKLIST

continued

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KD-HM-LR-001 Rev A0

All bat species, their breeding sites and resting places are protected by law. It is an offence to deliberately capture, injure, kill or disturb bats, or to damage or destroy a breeding site or resting place — even without meaning to (Conservation of Habitats and Species Regulations 2017 reg 43). Work that can affect bats includes repairing or replacing a roof, converting or insulating a loft, repointing brickwork, renovating or knocking down a building, and cutting branches from a mature tree. If you think bats use your home, the National Bat Helpline gives free advice for small works (not for work that needs planning permission). Where bats could be affected, an ecologist may need to survey, and if harm cannot be avoided a licence from Natural England is needed. This is the position in England; Wales, Scotland and Northern Ireland have their own guidance. It is also an offence to intentionally take, damage or destroy the nest of any wild bird while it is being built or in use (Wildlife and Countryside Act 1981 s.1).

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Any sign or chance that bats use the roof, loft, walls or trees the work will affect?	☐	☐	☐	☐			
Bat survey by an ecologist, if needed — and a licence, if harm cannot be avoided	☐	☐	☐	☐			
Birds nesting in the roof, walls, hedges or trees the work will affect — work timed or checked first	☐	☐	☐	☐			

8 WASTE

Waste from building work, including repairs and alterations, is industrial waste even when it is produced at a home (Controlled Waste (England and Wales) Regulations 2012 Schedule 1), and your builder is responsible for removing and disposing of the waste their work produces (gov.uk). Your own legal duty covers your household waste — including rubble, timber or bricks from DIY work you do yourself, and anything of your own you put in the builder's skip: if you give it to someone to take away, you must take reasonable steps to check they are allowed to take it (Environmental Protection Act 1990 s.34(2A)) — for example on the public register of waste carriers (a business should be "upper tier"). Wales, Scotland and Northern Ireland have their own registers. Still agree in writing who removes waste from the job, and ask your builder for their waste carrier registration number — it is a sensible check.

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
Who will remove waste from the job — your builder, or a skip or waste company?	☐	☐	☐	☐			
Builder's waste carrier registration number asked for and checked (a sensible check)	☐	☐	☐	☐			
Your own household or DIY waste: anyone you give it to checked on the public register	☐	☐	☐	☐			

9 YOUR MORTGAGE, LEASE, INSURANCE AND DEEDS — CONTRACT, NOT LAW

CONTRACT, NOT LAW

These come from agreements you have made — your mortgage, lease or insurance policy — not from planning or building law, but they still bind you. Check what yours say before you commit to a builder. Covenants (legal promises in your title deeds) are property law: a solicitor can explain yours.

APPLIES TO MY JOB? THEN TICK DONE	YES	NO	NOT SURE	DONE	WHO IS DEALING WITH IT	REFERENCE OR EVIDENCE	DATE
CONTRACT — Mortgage: must you tell your lender, or get its consent, first?	☐	☐	☐	☐			
CONTRACT — Lease: permission needed from the freeholder or management company?	☐	☐	☐	☐			
CONTRACT — Home insurer told: are you covered during and after the work?	☐	☐	☐	☐			
CONTRACT — Park home: site owner's permission under your pitch agreement	☐	☐	☐	☐			
DEEDS — A covenant in your title deeds that limits the work or needs consent?	☐	☐	☐	☐			

10 YOUR RIGHTS AS A CONSUMER

YOUR RIGHTS WHEN A BUSINESS DOES WORK FOR YOU

- Reasonable care and skill. A builder must do the work with reasonable care and skill (Consumer Rights Act 2015 s.49). If they do not, you can ask them to do it again properly at no cost to you; if that is impossible, or not done within a reasonable time and without significant inconvenience to you, you can ask for a price reduction — and other remedies remain (ss.54 to 56).
- Reasonable time. If no time for the work was agreed, it must be done within a reasonable time (s.52).
- Reasonable price. If no price, and no way of working it out, was agreed, you pay a reasonable price and no more (s.51). What the builder says or writes about themselves or the work, and you rely on, becomes part of the contract (s.50).
- Cancelling a contract made at home. If the contract is made with the builder in person at your home or anywhere away from their business premises, or straight after they approached you in person there — and for some contracts made only by phone, email or online — you can usually cancel within 14 days without giving a reason (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 regs 5, 27, 29 and 30). How and where the contract was actually made decides this: if a builder quoted at your home but you said yes days later by email, you may have no right to cancel. There are exceptions, including contracts of £42 or less, a visit you asked for to do urgent repairs, goods made to your specification, and building a new building or converting a building into a substantially new one (regs 6, 27 and 28). If the builder does not give you the cancellation information, the period is extended by up to 12 months (reg 31). If you asked for work to start inside the 14 days and then cancel, you may have to pay a proportionate amount for the work done — nothing, if the builder did not give you the cancellation information or started without your written request (reg 36). For goods, the right ends once they become "mixed inseparably (according to their nature) with other items after delivery" (reg 28(3)(c)). How that, the made-to-specification exception and the start of the 14 days apply to supply-and-fit work are not settled — take advice before relying on any of them.
- No legal deposit cap. The consumer laws that apply to building work (the Consumer Rights Act 2015 and the 2013 Regulations) set no maximum deposit. Figures you may see are advice: Citizens Advice suggests not agreeing to more than 25%, and offering to buy materials yourself instead of paying a deposit for them.
- Terms cannot take these away. A contract term cannot remove the builder's duty of reasonable care and skill (s.57), and an unfair term does not bind you (s.62). Check a contract with KD-HM-CC-005 before you sign.

11 WHEN TO GET PROFESSIONAL HELP

Checking a builder. Anyone can call themselves a builder: the Federation of Master Builders says there is no single qualification or licence a builder must hold, so check a builder yourself (KD-HM-BC-003). Some work does need a registered person — Citizens Advice says gas work must be done by a Gas Safe registered engineer.

WHO CAN HELP

- A solicitor — before you sign a large or complicated contract, if a covenant or your lease may limit the work, or as soon as a dispute starts.
- A party wall surveyor — if you are not sure which notice you need, or a neighbour does not agree in writing within 14 days.
- An architect, planning consultant or surveyor — for drawings and applications. Citizens Advice points to the Royal Town Planning Institute, RICS and the Architects Registration Board to find one.
- Your council's planning and building control teams — if you cannot tell whether you need permission or approval.
- The Leasehold Advisory Service (LEASE) — free advice on what your lease requires (020 7832 2500, as given by Citizens Advice).
- The Citizens Advice consumer helpline — 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser) — for your consumer rights, and to report a trader to Trading Standards.

12 COMPLETED BY

I have gone through this checklist for the job above. Where I ticked "Not sure", I will find out before the work starts.

HOMEOWNER — PRINTED NAME

SIGNATURE

DATE

R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-14	first-issue	First issue.	— not yet approved —
A0	2026-09-14	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.