

Leaseholder's request for consent to install a plug-in solar device

A template letter to a freeholder or managing agent, for leaseholders in **England and Wales**. It is written to engage section 19(2) of the Landlord and Tenant Act 1927, under which a covenant against improvements without consent is deemed subject to a proviso that consent “is not to be unreasonably withheld”.

READ THIS PART FIRST — IT DECIDES WHETHER THE LETTER HELPS

Find the alterations clause in your lease. If it prohibits alterations **without the landlord's consent**, that is a qualified covenant and section 19(2) applies: consent may not be unreasonably withheld. If it prohibits alterations **outright**, section 19(2) is drafted around covenants against improvements “without a licence or consent” and on its wording does not reach an absolute prohibition.

With an absolute covenant this letter is still worth sending — freeholders often agree anyway — but you are asking a favour, not invoking a protection. Say so honestly rather than citing a statute that does not apply.

Before you send it

1. Check the building, not the lease

The Plug-in Solar Device Interim Product Specification prohibits installation on ACM and MCM cladding, HPL cladding, timber cladding, **timber balconies**, and buildings subject to external wall remediation. It also requires that panels are not fixed to walls forming a property boundary between dwellings, that escape and rescue routes stay clear, and that the installation does not increase the risk of fire spreading along external walls or balconies.

If any of those apply, no consent can cure it, and asking wastes a fee. Our [pre-installation checklist](#) covers them.

2. Work out whether the balcony is even yours

Whether a balcony forms part of the demised premises, or is retained by the freeholder, varies between buildings that look identical. External walls commonly are not demised even where the balcony is. Read the demise and the plan before you assert anything about what you may fix things to.

3. Choose a non-fixed mounting if you can

A compliant device must have an attachment method that is “reversible and non-permanent” and that does not compromise the structural integrity, fire performance or weatherproofing of the building. Ballasted or free-standing on your own balcony floor, the argument that nothing is being altered is a real one. Bolted to a railing, it is not.

WHAT THEY ARE ALLOWED TO CHARGE YOU

Section 19(2) does not make consent free. It preserves the landlord's right to require payment of a reasonable sum for “any damage to or diminution in the value of the premises or any neighbouring premises”, plus “legal or other expenses properly incurred in connection with such licence or consent”. Where an improvement does not add to the letting value, they may also require an undertaking to reinstate.

For a removable 800 VA device a diminution claim would be odd. Licence-to-alter legal fees are the realistic cost, and they can exceed the price of the kit — ask for an estimate before you commit.

What to enclose

- ☐ The manufacturer's declaration of compliance with the Interim Product Specification
- ☐ The product datasheet, showing output, dimensions and weight
- ☐ A photograph or sketch of where it will go and how it will be held down
- ☐ Your buildings insurance position, or confirmation you have asked the insurer
- ☐ If you sublet: written confirmation from your own tenant where their consent is needed

From (leaseholder)

To (freeholder or managing agent)

Email _____

Date _____

Request for consent to install a plug-in solar device — _____ (the Flat)

Dear _____,

1. My interest. I am the leaseholder of the Flat under a lease dated _____. I am writing to request your consent to install a plug-in solar device, and to agree the terms on which it is installed and removed.

2. What the device is. A **plug-in solar device** complying with the Plug-in Solar Device Interim Product Specification, which becomes lawful to sell with a standard plug in Great Britain on 27 August 2026 under SI 2026/848. Specifically:

- it connects to an existing socket inside the Flat by the manufacturer's own BS 1363 plug and lead. There is **no electrical work** and nothing is wired into the installation;
- maximum output 800 VA, maximum current 3.5 A;
- _____ panel(s), _____ W in total, each approximately _____ and weighing _____ kg;
- it will be positioned _____ and held by _____.

3. Nothing is fixed to the structure. The mounting is free-standing or ballasted and nothing is drilled, bolted or adhered to the building. The specification requires that any attachment method be reversible and non-permanent and that it must not compromise the structural integrity, fire performance or weatherproofing of the building. *(Delete this paragraph if you are fixing it, and describe the fixing in paragraph 2 instead.)*

4. Fire safety and the building. To the best of my knowledge the building is not within the categories on which the specification prohibits installation: no ACM, MCM or HPL cladding, no timber cladding or timber balcony, and no external wall remediation. The device will not be fixed to any wall forming a boundary between dwellings, will not obstruct escape or rescue routes, and is positioned so as not to increase the risk of fire spreading along external walls or balconies. If your records show otherwise, please tell me and I will not proceed.

5. The basis of this request. I understand my lease to contain a covenant against alterations without your consent. Where that is so, section 19(2) of the Landlord and Tenant Act 1927 provides that such a covenant is deemed subject to a proviso that consent is not to be unreasonably withheld. I am not suggesting the device is necessarily an alteration at all, given that it plugs into an existing socket and is not attached to the structure — but I would rather have your consent recorded than rely on that argument.

6. Costs. I will pay for the device and its installation in full. Please confirm what, if anything, you will require by way of your reasonable legal or administrative expenses in connection with the consent, **as an estimate before it is incurred.**

7. Removal and reinstatement. I will remove the device at my own cost on request if you reasonably require it, on the sale of the Flat, or at the end of my ownership, and will make good any damage. Please confirm the device remains **my property** throughout.

8. Insurance. I have asked my own insurer to confirm the position. Please confirm whether the device affects the buildings policy or requires notification to your insurer; I will meet any additional premium properly attributable to it.

9. Network notification. I will notify the distribution network operator under Engineering Recommendation G98, and again on removal, and will send you a copy.

10. Response. I would be grateful for a decision within _____. If you are minded to refuse, please set out your reasons, so that I can either address them or understand the basis of the decision.

Yours sincerely,

Signed _____

Signed _____

Name _____

Name _____

All joint leaseholders should sign. • Enclosures: _____

Where every element of this letter comes from

- **Landlord and Tenant Act 1927, section 19(2)** — the implied proviso that consent to improvements is not to be unreasonably withheld, and what the landlord may still require: a reasonable sum for damage or diminution in value, legal or other expenses properly incurred, and in some cases an undertaking to reinstate. Section 19 does not apply to agricultural holdings, farm business tenancies or mining leases, and in Wales it does not apply to occupation contracts under the Renting Homes (Wales) Act 2016.
legislation.gov.uk/ukpga/1927/36/section/19
- **Plug-in Solar Device Interim Product Specification, version 2** — the description of the device, the reversible and non-permanent mounting requirement, the prohibited cladding and balcony types, the boundary-wall and escape-route conditions, and the duty to check insurance before installing.
- **SI 2026/848** — the instrument that makes a compliant device lawful to sell with a standard plug from 27 August 2026.
legislation.gov.uk/uksi/2026/848
- **Engineering Recommendation G98** — the network notification referred to in paragraph 9.
- **The Leasehold Advisory Service** — free initial advice for leaseholders, and the plain statement that where a lease allows alterations with consent, the landlord must consent unless there is a reasonable reason to refuse.
lease-advice.org

We keep archived copies of the government publications, each with a SHA-256 hash you can check our copy against, at solar.org.uk/sources/legislation/.

WHAT WE COULD NOT CONFIRM

The absolute-versus-qualified distinction is our reading of the statute, not a case we have read. It is the standard understanding of how section 19(2) operates, and we have set out the statutory words so you can check them — but if your lease contains an absolute prohibition and a lot turns on it, take advice.

No freeholder or managing agent appears to have published a position on plug-in solar. We looked and found none. Large managing agents will develop one, and when they do it will shape this more than the legislation does.

Whether a ballasted, unfixed device counts as an alteration has not been tested. The argument in paragraph 3 is available and we think it reasonable to put. It is not settled.

Limitations

This is information, not legal advice, and we are not solicitors. Leases differ from one another far more than statutes do, and the only reliable answer is the one in your own lease. The Leasehold Advisory Service gives free initial advice; a solicitor can review the lease properly.

If you use this letter, we would like to know what happened — consent, refusal, or a fee demand. Real outcomes will improve the page this came from more than any amount of further reading: solar.org.uk/contact/.

LICENCE

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solar.org.uk/plug-in-solar/leasehold/ · Template version 1.0, 15 August 2026. We date every change. If you are reading a copy more than a few months old, check the page for a newer version.