

Look before you leap



Make sure you know exactly where you stand with the planning authorities before you take the plunge and buy, build or renovate in France, says **Jean-Paul Vovor**

The prospect of building a dream house or renovating a run-down property in France is always enticing. However, both the building and renovation process across the Channel come with restrictions, so it's important to be aware of the regulations before you start.

EARLY STAGES

Be sure to make arrangements beforehand with the seller and the neighbours. When carrying out work, a minimum distance should be observed with adjacent buildings, which depends on the local situation and rules – the French civil code states that the minimum distance to the boundary should be 1.5 metres if not otherwise formally decreed. This is to prevent such things as a neighbour's view being blocked. Likewise, there may be an issue installing large windows if a neighbour thinks that this will adversely affect their privacy.

Other questions to consider include: How is the property accessed, particularly for construction lorries? How are the utilities connected? Are the boundaries clearly defined? The French planning code mentions that when land is destined for construction, the boundaries must be set out in the deed.

Is a ground study necessary? This could be useful if you're thinking about a swimming pool. Natural and technological risk surveys must also be considered – the existence of quarries, for example, means that some land may not be suitable for building. If the work relates to a property yet to be bought, all of these questions should be written into the preliminary contract (the *compromis de vente*).

GET THE GO-AHEAD

As a minimum, the contract should include a condition that the sale is contingent upon obtaining a certificate called the *certificat d'urbanisme*. This lets the buyer know that they have planning consent 'in principle' for planning applications submitted within 18 months of the certificate being issued.

However, it is normally preferable to seek full planning permission, because although the

certificat d'urbanisme may ensure that planning permission will be obtained, it does not guarantee the attitude of neighbours. When planning permission is granted, it has to be displayed on site and at the *mairie* for two months, so that any interested party has the opportunity to challenge it. Furthermore, there is also a period of three months when the local authorities could withdraw permission. These time limits should be covered by the contract and should lapse before the property purchase is completed.

If you don't wait for these periods to expire, and proceed without confirmation that planning permission has not been challenged, you cannot consider the permission binding. In such circumstances, you would have no guarantee that work done at the property could not be challenged. The worst case scenario would be for the local authority to withdraw authorisation and for you to have to stop the work or even restore the property to its original state.

The owners should also be cautious about any future structural defaults. They should consider taking out an insurance known as an *assurance dommages-ouvrage*. This is to ensure that you are satisfactorily protected in the event that the builder, architect or their insurance company do not accept liability for building defects.

The *assurance dommages-ouvrage* seeks to remove all of this uncertainty by placing an obligation on the insurer to meet the costs of remedying the defect and leaving it to them to find out who is responsible. The guarantee lasts for 10 years after the building work is complete.

When instructing a builder or any worker for that matter, it is recommended that you ask them to provide confirmation of their registration with the local authorities, which is most likely to be the *chambre de métiers et de l'artisanat*, and also for a certificate confirming that they have an insurance policy (a *garantie décennale*) covering their work.

Unfortunately, in practice, the *assurance dommages-ouvrage* is not often taken out and the *garantie décennale* is used as an alternative for any possible future issues. In fact, though, it



is wise to take out the *assurance dommages-ouvrage*. There is no penalty for the owner who built or renovated the house and who decided against this insurance. However, if you decide to sell the property within 10 years of the work being done, you remain responsible for structural defects until the end of the 10-year guarantee period.

When the work starts, a *déclaration d'ouverture de chantier* must be submitted to the local authorities and the *assurance dommages-ouvrage* should be taken out before the *déclaration d'ouverture de chantier*

submitted at the risk of not being able to take out the insurance at all.

When the work has been completed, a *déclaration d'achèvement des travaux* must be submitted. It is an obligation to confirm completion of the work within a period of 90 days following the day on which work is complete. When you submit the *déclaration d'achèvement des travaux*, you will have to declare that the work done complies with the original planning permission.

The local authorities then have a time period of three to five months to challenge the

work, after which it is advisable to ask them to provide a certificate confirming that the work has not been challenged.

PROFESSIONAL ADVICE

You may, at a later date, want to expand your home by changing your attic or cellar into living space.

Stop! Changing a room's use should never be done without planning permission. This is simply because planning permission is based on density rules that consider the number of square metres available for the number of

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occupants. Therefore, creating a habitable space requires planning permission. Any creation of a window on the outside requires planning permission too, usually a simple *déclaration de travaux*. This is mandatory, so be aware that a simple discussion with the mayor will not be sufficient.

A cellar might not be suitable habitable space, due to health and safety rules. However, a technique called a *permis de régularisation* allows you to apply for any further work and when permission is granted, it validates the description of the house as it was when the application was sent.

Unfortunately, it is now time for a third party to come in. The tax administration may indeed ask for arrears for the period spanning the time you have over-occupied the house since you turned your attic or cellar into further habitable rooms.

'Caution' and 'advice' are the words that best describe the attitude to adopt before considering renovating or building in France.

The number of clients that we have seen going through difficult times while dealing with the above is a testimony to the necessity of being advised by a specialist before you begin to create your dream home in France. **IF** www.ashtonkjcj.co.uk

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