

# Rights of Light (Right to Light)

## What are rights of light?

Rights of light (or a right *to* light) is a legal easement giving a property owner the right to enjoy the light passing over somebody else's land and through defined apertures, typically windows, in their building. If the light through that aperture is diminished by a new development (which would include a residential home extension) to such an extent that it causes a nuisance, then the property owner may have the right to take legal action.

It's important to remember that rights of light is not a right to *direct sunlight*. Rather, it entitles the beneficiary to a minimum level of natural illumination, not the direct rays of the sun.

## Rights of Light Act 1959

The most common way in which a property acquires rights of light is through **prescription**. Generally, any property having uninterrupted enjoyment of light for more than 20 years acquires rights to light. But this can be defeated if, before the expiry of 20 years, the light is obstructed for one year continuously. Creating a physical obstruction to prevent a property from acquiring rights to light is usually impractical and not great for neighbourly relations. For that reason, the [Rights to Light Act 1959](#) provides a mechanism for creating a notional obstruction by serving a notice on the property owner and registering a local land charge which will then show up on a local search.

## Injunction for rights of light

If legal action over rights of light is successful, there are two remedies available to the court, damages and/or an injunction. The first involves awarding a sum of money to compensate for the loss; the second will inevitably require the demolition of some or all of the new development or some other structural changes made to remedy the problem – a drastic and costly solution.

It was thought that if a property owner had not taken prompt action to secure an injunction, the only remedy available to them was damages. However, a case decided in 2010 caused concern among developers as the court held that it was possible to obtain an injunction even *after* completion of the new building. In another case, decided in 2014, the Supreme Court seemed to soften the position, suggesting that courts should be more flexible in their approach and not award injunctions too readily.

But in a more recent case, the court awarded an injunction to a property owner two years after the offending work was completed. The development will now have to be cut back, no doubt at colossal inconvenience and expense. The court found that the developer had proceeded in full knowledge of the risk they were taking and that they had acted in an unneighbourly fashion.

The moral here is that if a developer – and that would include a homeowner planning an extension – identifies a risk that rights of light will be affected, they should notify the affected property owner and engage with them to reach an amicable settlement. This might be by way of compensation, or a re-design to rectify or mitigate the problem. Any agreement should be properly documented by the parties to avoid a subsequent dispute.

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### Rights of light in a garden

It's a common misconception that a homeowner can acquire a right of light in their garden, but the law provides no rights of light in respect of land that has not been built on. You may have express rights to light created by your property deeds. If so, the official copy of your title from the Land Registry will confirm that.

However, you may have other means of redress if light to your land is blocked. For example, your deeds may contain mutually enforceable covenants restricting both you and your neighbour from planting trees or high hedges. And even if there are no such restrictive covenants to protect you, there may be a statutory remedy through the local authority under the [Anti-Social Behaviour Act 2003](#) and the [High Hedges Regulations 2005](#). This legislation applies to owners and occupiers (so it includes tenants), where:

- there are two or more trees or shrubs over two metres high above ground level, which act as a barrier to light; and
- the reasonable enjoyment of part or all of a property, including a garden or part of a garden, is being adversely affected by a tree or high hedge that is situated on neighbouring land; and
- the land which is being adversely affected is a domestic property.

### Rights of light 45 degree rule

The 45 degree rule, also known as the 45 degree code or 45 degree guide, is a method used by local planning authorities to measure the impact of a proposed development on light to neighbouring properties. It's based on the idea that it's reasonable to expect a certain level of light and unobstructed view from the window of a habitable room.

### Rights of light insurance

Rights of light insurance protects developers against financial losses that may arise in actual or threatened legal action concerning breach of a right to light. Most policies provide cover against:

- potential damages claims and costs;
- abortive and additional costs of works;
- diminution in value.

These policies tend to be bespoke and, as claims can be substantial, premiums can be high.

