



PLANNING STATEMENT

CLEUD APPLICATION

Site: Lock-Up Garages
Blackmore Way
Uxbridge
UB8 1PT

For: W E Black Ltd

Project Ref: 23002_PS

Date: April 2023

Prepared by:
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CONTENTS PAGE



Section	Title	Page
1.0	Introduction	2
2.0	The Evidence	3
3.0	Summary and Conclusions	6
Appendix 1	1980 Planning Approval	
Appendix 2	Statutory Declaration of Jane Rees	
Appendix 3	Title (AGL28303) Document	
Appendix 4	2003 Appeal Decision	
Appendix 5	2012 Appeal Decision	

1.0 **INTRODUCTION**

1.1 This statement accompanies an application made on behalf of WE Black Limited for a Certificate of Lawful Use (in breach of a condition) at 17 lock-up garages at Blackmore Way, Bawtree Road, Uxbridge UB8 1PT.

1.2 The garages were built along with Blackmore Way and two blocks of 24 flats on the sites of 3 to 15 Bawtree Road and land to the rear of Nos: 1, 17, 19 and 21. A copy of the planning approval (20978/F/79/1335) dated 1 February 1980 is attached as **Appendix 1** to this statement.

1.3 As may be seen, the use of the 17 garages was subject to conditions which included the following:

Condition 4

The garages shall be used only for the accommodation of private motor vehicles incidental to the use of the dwellinghouse as a residence and shall not be used for the garaging of any commercial vehicles or the carrying out of any industrial or commercial activity. Notwithstanding anything contained in the Town and Country Planning General Development Order 1977 the garages shall not be used for any other than their designed purpose without the prior written permission of the local planning authority.

Reason

To ensure that the garages are used for their designed purpose and are not used for activities which are unsightly or detrimental to the amenities of the locality by reason of noise, fumes, dust, * or other nuisance inappropriate in a residential area, also to ensure that adequate off-street parking is retained.

* A word is not clear.

1.4 This application seeks to demonstrate that, on the balance of probability and contrary to the provisions of Condition 4, all 17 garages have been occupied for **at least** 10 years by either private motor vehicles other than incidental to the 24 flats, by the freeholders/applicants pursuant to their business as housebuilders and property developers or by other commercial businesses for storage purposes.

2.0 **THE EVIDENCE**

2.1 A series of documents, as set out on the preceding page, establish the history of the use of the garages. The principal exhibit is a Statutory Declaration (SD) (**Appendix 2**) of Jane Rees who has been employed by the applicants and freehold owners of the Blackmore Way estate since 2013 to manage ground rents and garage letting in its extensive property portfolio. A copy of the Title document (AGL28303) as required by the application form is attached as **Appendix 3**. The garages have remained in the ownership of the freeholders and have always been made available to the leasehold owners to rent.

2.2 Miss Rees' SD appends a plan (Doc 1) outlining in red the garage court comprising two parallel blocks with 17 garages in total. She confirms that none of the garages is presently either rented by, or occupied by a resident of the adjacent flats and this has been the case for all the garages since the end of 2012. This is confirmed by the schedule attached as Doc 2 to the SD.

2.3 Miss Rees refers to a couple of planning appeals determined in 2003 and 2012. Copies of these decisions are attached as **Appendix 4** and **5** respectively to this Statement, the author of which took part in the Hearing on the first occasion and the Written Reps process for the second. As can be seen from paragraph 10 of the Inspector's decision (**Appendix 4**), at the

time the evidence was prepared for the Hearing (which took place on 9 January 2003) none was occupied by the flat occupants and ten of them had been let out thus for 10 years or more.

2.4 By 2012 (**Appendix 5**) at least two garages were occupied by flat residents, but more of the other garages, by dint of the passage of time, would already be immune from enforcement action (paragraph 7). At paragraph 11 of the 2012 decision, the Inspector observed as follows: *"...the Council has failed to take any enforcement action against any use of the garages that might have been considered unlawful at the time of the previous appeal. However, the appellant has also failed to provide a Certificate of Lawful Development for these garages. Whilst it would seem likely that a significant number of the garages might well be immune from enforcement action, I have no firm evidence of that fact."*

2.5 Notwithstanding the fact that the Council has continued not to enquire as to the use of the garages (which suggests that there have been no complaints), it is correct that it is for the applicant to demonstrate the point. It is clear that evidence from over one and two decades ago was considered by the Council and Inspectorate alike but now, in April 2023, W E Black has set out the relevant information which is compiled and declared by Miss Rees for formal consideration as a Section 191 application.

2.6 The schedule of garage occupation confirms as follows:

- No.1 Let to a resident of Denham since 2000.
- No.2 Let to a resident of the adjacent flats until December 2012. Since when *"vacant"* and used by the freeholder.
- No.3 Let to a resident of Bawtry Road.
- No.4 Let to decorators/roofers since 1989.
- No.5 Let to a resident of Ickenham since 1988.

- No.6 Let to a resident of Bawtree Road since 1988.
- No.7 Let to a resident of Northwood since 2001.
- No.8 Let to a resident of Denham since 2002 (see No.1 also)
- No.9 Let to a resident of Northwood (see No.7 also) from 2001-2011, vacant 2011-2019 and roofers since 2019.
- No.10 Let to an occupant of an adjacent flat until 2011, since when *"vacant"* and used by the freeholder.
- No.11 Let to a resident of Iver Heath since 1996.
- No.12 Let to a resident of Hayes since 1987.
- No.13 Let to a resident of Woburn Green since 2003.
- No.14 Let to a resident of Cinderford (Glos) since 1999.
- No.15 Let to a resident of Ickenham since 1995.
- No.16 Let to a flat resident until 2012, since when *"vacant"* and used by the freeholders.
- No.17 Let to a resident of Ickenham since 1988.

2.7 Having regard to the terms of the 1980 condition, some of the garages for most of their time in existence have been occupied either commercially or by private individuals for domestic storage or parking purposes. None of these uses complies with Condition 4.

2.8 A reducing number of garages has, for the last 20 years or more, been let to the 24 flats. This was clear at the time of the 2002-03 and 2012 appeal proceedings. In 2002-03 up to 10 had not been let for 10 years or more and the remaining seven were, at that time, also not let to flat residents. In 2012 just two were, namely: No.2 (Mrs Boxhall) and No.16 (Mr Plastow) both of whom let their tenancies go shortly after the August 2012 decision.

2.9 Since then, No.2 was let out to an Uxbridge resident and then used by the freeholder, whereas No.16 has been occupied solely by the freeholder. These two garages along with No.10 are *"technically vacant"* in that should

anyone wish to rent them they are available but, rather than have them standing empty, they are put to good use by the freeholder/applicants in connection with their housebuilding and property business.

3.0 **SUMMARY AND CONCLUSIONS**

- 3.1 The test set down in the relevant legislation is that on the balance of probability, a use has subsisted for the relevant period and consequently is lawful and immune from enforcement.
- 3.2 In this case, the use of the 17 garages was restricted by a condition specifying that they should be used only for the accommodation of private motor vehicles incidental to the use of "*the dwellinghouse*" (ie the 24 simultaneously approved flats).
- 3.3 Further, it specifies that they shall not be used for any commercial or industrial activity or any use other than their designed purpose; it being for private motor vehicles used by the leasehold owners and occupants of any of the 24 flats.
- 3.4 To demonstrate the lawfulness of a use in breach of this condition, it is necessary to satisfy the 10-year rule. As is clear from the 2003 and 2012 appeal decisions, evidence was adduced that at those dates respectively, at least 10 garages had been in alternative uses for 10 years or more and latterly only two were occupied by owners of the adjacent flats.
- 3.5 The evidence was not tested formally, as was observed by the Inspector who conducted the second appeal. The Inspector observed that whilst likely that a significant number of garages might well be immune, no Lawful Development Certificate had been sought.

3.6 Now, a further decade on, that is remedied. Miss Rees' declaration and in particular the attached schedule of garages shows that for a great many years (confirming evidence produced for the two appeals) the garages have been occupied contrary to the Condition 4 of the 1980 planning approval by either off-site owners of private cars, businesses or indeed the freeholders for their own commercial use. As can be seen from the schedule, none of the garages has been used incidental to the flats in Blackmore Way since 2012.

3.7 This 'negative' is on the balance of probability demonstrated, ie none of the garages has been used by the leasehold flats for 10 years or more. The new use across the blocks is a hybrid or mixed use. The freeholders do not know precisely what each occupant uses each garage for, but those with private names and addresses are assumed to use them for cars or domestic storage whereas those used by companies and indeed the freeholder are for commercial/industrial storage purposes, so the use across the site is that of commercial/domestic parking and storage unrelated to the 24 adjacent flats in Blackmore Way, this being on the balance of probability the current lawful use.

APPENDIX 1

**1980 PLANNING APPROVAL
(20978/F/79/1335)**

London Borough of Hillingdon
TOWN AND COUNTRY PLANNING ACT 1971

TO

G F Dunsell Esq
18 Gilbert Road
Finchley
Middlesex
HA5 1AP

LOCAL PLANNING AUTHORITY REF

79/12/75/2.138

The Council of the London Borough of Hillingdon as the local planning authority within the meaning of the above mentioned Act and Orders made thereunder hereby GRANT permission for the following development.

Erection of 24 flats, 12 garages, one parking space, access road and footpath at 1-13 and land to rear of 1, 17, 19 & 21 Barrow Road, Uxbridge.

In accordance with the application dated 16 July 1979 and illustrated by plans nos. 7912/75, 76 & 81, 94 (amended plans) received 23.11.79 and 3.1.80

Permission however is given subject to the conditions listed on the attached schedule

Dated this

1

day of

February

1980

Signature

S. Ward

DIRECTOR OF PLANNING

London Borough of Hillingdon,
Civic Centre,
Uxbridge,
Middlesex. UB8 1UW

NOTES (i) If you wish to appeal against any of the conditions please read the back of this sheet which explain the procedure
(ii) This decision does not purport to convey any approval or consent which may be required under any bye laws, building regulations, or under any enactment other than the Town & Country Planning Act 1971.

CONDITION 1.

This permission shall cease to have effect unless the development hereby authorized has begun before the expiration of five years from the date of this permission.

REASON

To comply with section 41 of the Town and Country Planning Act 1971.

CONDITION 2.

Details and/or samples of all materials to be used for the exposed external surfaces of the development shall be submitted to and approved in writing by the Local Planning Authority before commencement of any part of the development.

REASON

To ensure that the development presents a satisfactory appearance.

CONDITION 3.

No part of the development hereby permitted shall be commenced until detailed drawings have been submitted to and approved by the Local Planning Authority in writing showing elevations of the garages.

REASON

To ensure that the development does not prejudice the appearance of the locality.

CONDITION 4.

The garages shall be used only for the accommodation of private motor vehicles incidental to the use of the dwellinghouse as a residence and shall not be used for the garaging of any commercial vehicles or the carrying out of any industrial or commercial activity. Notwithstanding anything contained in the Town and Country Planning General Development Order 1977 the garages shall not be used for any other than their designed purpose without the prior written permission of the Local Planning Authority.

REASON

To ensure that the garages are used for their designed purpose and are not used for activities which are unsightly or detrimental to the amenities of the locality by reason of noise, fumes, dust, smoke or other nuisance inappropriate in a residential area, also to ensure that adequate off-street parking is retained.

CONDITION 5.

The parking facilities shown on your deposited plan shall be constructed before use of the development hereby permitted commences, and such shall be permanently maintained and the space used for no other purpose at any time without the consent of the Local Planning Authority.

REASON

To ensure that adequate facilities are provided and retained to service the development without creating conditions prejudicial to the free flow of traffic or causing danger and inconvenience.

CONDITION 6.

Unobstructed visibility shall be provided and maintained for so long as the development hereby permitted remains in use above a height of 0.9 metre from footway level $2.4 \times 60m$ on both sides of the point of access to Burtree Road.

REASON

To ensure that the proposed development does not prejudice the free flow of traffic or conditions of general safety along the neighbouring highway.

CONDITION 7.

The access road and/or parking area shall be constructed in concrete, bitumen or asphalt or other durable material and be retained for so long as the development remains in use.

REASON

To ensure that the proposed development does not prejudice the enjoyment by neighbouring occupiers of their property by reason of emission of dust and to prevent the deposit of mud on adjoining highways.

CONDITION 8.

Bushings shall be sited not more than 15m carrying distance from the carriageway. Where this provision is not met by facilities within individual units communal facilities shall be provided within enclosure(s) constructed of materials matching those used in the remainder of the development and designed and sited so as to prevent nuisance arising from litter, smells, flies, birds and rodents.

REASON

To ensure that the Council's standard requirements are met without detriment to the amenities of the neighbourhood.

CONDITION 9.

None of the trees shown to be retained on your deposited plans shall be felled or otherwise removed or pruned without the prior written consent of the Local Planning Authority. Any tree felled, or otherwise removed, or pruned otherwise than in accordance with British Standard No. 3998, without the written consent of the Local Planning Authority shall be replaced by one of an appropriate size and specie in accordance with details approved in writing by the Local Planning Authority.

REASON

The existing trees make a valuable contribution to the amenity of the area.

CONDITION 10.

(a) Before commencement of any part of the development a 1.5 metres (5') high chestnut paling fence shall be erected to the full extent of the canopy of each tree or group of trees to be retained on the site or at such lesser distance as may be agreed with the Local Planning Authority and this fencing shall be erected before the commencement of the clearing, demolition and building operations hereby approved and retained in position at all times until the completion of the development; the land so enclosed shall be kept clear of all contractors materials and machinery at all times.

(b) The existing soil levels around the bases of the trees so retained shall not be altered.

REASON

To ensure that the trees are not damaged during the period of construction and that their contribution to the amenity of the area is maintained.

CONDITION 11.

Before any part of the approved development is commenced, a scheme of planting of trees and/or shrubs on the site shall be submitted to and approved by the Local Planning Authority. The scheme shall also incorporate details of any measures required to protect the planting from accidental damage by vehicles.

Such scheme shall be completely implemented within 8 months of the first date on which any part of the approved development is commenced, unless the period is extended with the written consent of the Local Planning Authority.

REASON

To ensure that the proposed development makes a satisfactory contribution to the preservation and enhancement of the visual amenities of the locality.

CONDITION 12.

The trees and/or shrubs planted in accordance with the approved scheme shall be maintained for so long as the development remains extant and any which die or are removed shall be replaced by trees and/or shrubs of types and in locations to be approved in writing by the Local Planning Authority.

REASON

To ensure that the trees and/or shrubs continue to make a satisfactory contribution to the visual amenities of the locality.

CONDITION 13.

The whole of the land shown on the deposited plan as being within the curtilage of the site of the development hereby approved shall be used exclusively for purposes in connection with the development hereby approved.

REASON

To ensure that no separate use is allowed to become established on the site and to ensure that the standards applied to the consideration of the approved development are retained in connection with the completed development as approved.

CONDITION 14.

Notwithstanding anything contained in the Town and Country Planning General Development Order 1977 no additional windows shall be constructed in the walls of Block A hereby approved and facing 1 and 17 Hartree Road.

REASON

To ensure that the development does not give rise to overlooking of adjoining property injurious to the reasonable privacy of the occupants.

CONDITION 15.

The windows mentioned in condition 14 shall be glazed with obscured glass for so long as the development hereby approved remains in existence.

REASON

To ensure that the development does not give rise to overlooking of adjoining property injurious to the reasonable privacy of the occupants.

CONDITION 16.

Notwithstanding anything contained in the Town and Country Planning General Development Order 1977 no further enlargement, extension, improvement or alteration of any dwellinghouse as therein defined shall be carried out, nor shall any additional window be provided or any garage or garden shed or livestock enclosure be created or extended without the prior written permission of the Local Planning Authority.

REASON

Having regard to the density, character and layout of the estate the Local Planning Authority consider such structures, extensions or alterations would be likely to adversely affect the amenity of neighbouring occupiers and the character of the estate and consider it is in the public interest to require an application to enable the merits of any proposal to be assessed.

INFORMATION

1. You are advised that the Local Planning Authority will normally expect details of all reserved matters to be submitted at the same time, although an exception may be made for final selection of materials. This procedure is being adopted for the following reasons:
 - (i) to ensure that all aspects of the proposal are considered comprehensively
 - (ii) to save successive administration and consequent costs and delay
 - (iii) to ensure that site operatives are fully briefed on all planning requirements before work commences.
2. Your attention is drawn to the fact that planning permission does not override property rights and this permission does not empower you to enter onto land not in your ownership without the specific consent of the owner.
3. You are advised that the submitted means of enclosure of the site will not be enforced until you obtain written agreement independently with the adjoining occupiers on an alternative form of screening.
4. You are advised to consult a tree surgeon with regard to any pruning of the Scots Pine (no. 25 on Drawing no. 7012/78) in the rear garden of no. 19 Sycamore Road to avoid any damage to the tree during construction and in order to maintain the shape and balance of the tree.

APPENDIX 2

STATUTORY DECLARATION OF JANE REES (W E BLACK LTD)

STATUTORY DECLARATION

I, JANE REES of W E BLACK LTD, HAWRIDGE PLACE, HAWRIDGE, CHESHAM HP5 2ZD do solemnly declare as follows:

I have been employed by W E Black Ltd since April 2013. I manage ground rents and garages within the company's sizeable property portfolio in which capacity I have direct contact with the owners and / or occupiers of leased properties.

This includes the 24 flats built at Blackmore Way, Bawtree Road, Uxbridge UB8 1PT, in 1980.

W E Black retains the freehold of the flats, access road and two blocks of 17 garages. The company has owned and managed the block since it was built. The garages are shown edged red on the attached plan (Doc 1).

I attach a schedule (Doc 2) which lists the 17 garages with details of lessees. As can be seen some have been occupied by the same lessee for 35 years or more. Currently none is leased or occupied by residents of any of the 24 flats.

The last such lessee was Mrs Boxall of Flat 9 who vacated on 26 December 2012. During the decade in which I have been managing these garages there have been just two enquiries from the residents of the 24 flats. I attach copies of the relevant emails as Doc 3. Neither of these interested parties pursued the matter of leasing a garage.

I understand from colleagues with many years working here that interest by the flat residents in renting the flats has been similarly low. From our archives I can see that at the time of a planning appeal determined in August 2012 there were only two flat occupants renting. This was a reduction from 7 renting flat residents at an earlier appeal determined in 2003.

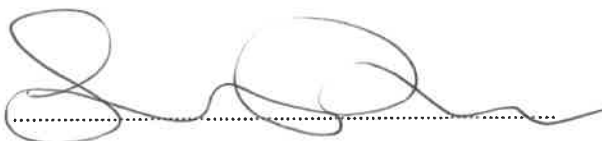
Residents of the flats know how to contact us either directly or via the managing agents for the development. They also receive annual ground rent demands which also have our contact details.

Presently three of the garages are vacant and could be made available were there any expression of interest. However, rather than leaving them standing empty W E Black Ltd uses them for the storage of materials used in connection with the servicing of either our existing properties and/or new developments. The company has a handyman resident in Yeading who finds this a convenient location to drop off and pick up materials whilst organising his maintenance schedule.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declaration Act 1835.

Declared At: 10-20 am

Signed: Jane Peers.

Before me: 

(Solicitor)

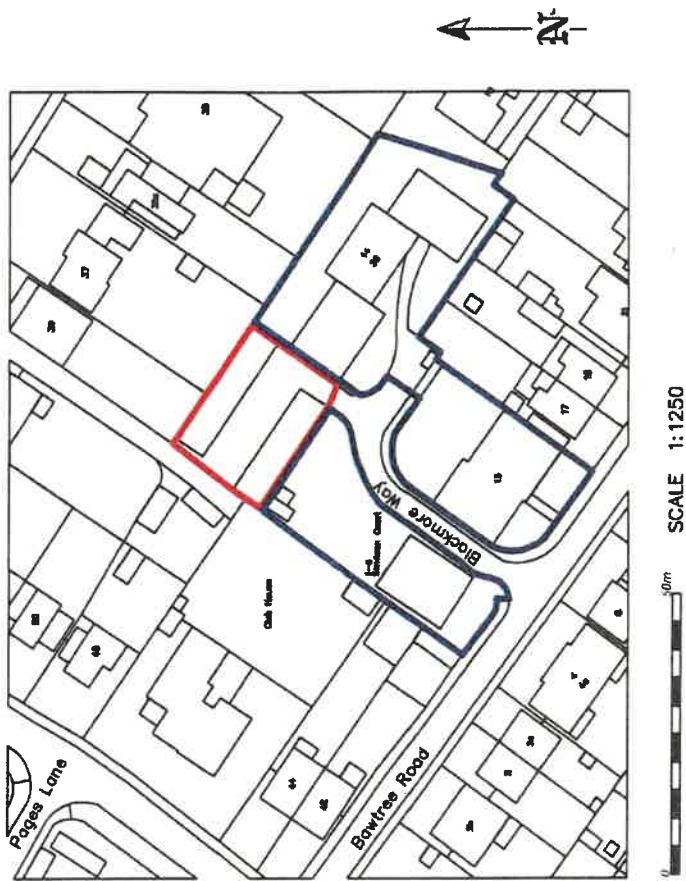
SARAH HURLEY

Date: 23-03-23

LENNONS SOLICITORS LTD
CHESS CHAMBERS
2 BROADWAY COURT
CHESHAM, BUCKS HP5 1EG
TEL: 01494 773377
FAX: 01494 773100



Doc 1 – Site Plan



Jane Rees

[Signature]

SARAH HAREY
Solicitor


Doc 2 – Schedule of Garages

Doc 2 - BAWTREE ROAD GARAGES

Number	Name & Address	History
1	Mrs D Wright 49 Middle Road, Denham	30/10/2000 to date
2	Mrs A Boxall Flat 9, 15 Bawtree Road Mr T Needs 34 Hoylake Crescent, Uxbridge	Vacated 26/12/2012 01/11/2014 - Lease terminated 2018 since when used by W E Black Ltd
3	C Plastow 93 Bawtree Road, Uxbridge UB8 1PT	28/06/2007 to date
4	Intertec Interiors W White The Roofing Partnership, 30 Joiners Lane, Chalfont St Peter	18/09/89 – 30/11/2022 02/12/2022
5	C Bailey 212 Hoylake Crescent, Ickenham	09/05/1988 to date
6	NHF Johnson 10 Bawtree Road, Uxbridge	23/12/1988 to date
7	P Reile 4 James Court, 160 Hallowell Road, Northwood HA6 1UD	01/05/2001 to date
8	Mrs D Wright 49 Middle Road, Denham	02/12/2002 to date
9	P Reile Flat 5 High Street, Ruislip Mr Nigel White The Roofing Partnership, 48 Fairford Road, Uxbridge	01/05/2001 – 09/11/2011 Vacant 2011 - 2019 08/11/2019 to date
10	Mr C Allin 30 Blackmore Way	Vacated November 2011 since when used by WE Black Ltd
11	Mr and Mrs George Tiled Cottage, Chandlers Hill, Iver Heath	01/07/1996 to date
12	D Hills 5 Abbeyfield, 2-6 Marshall Drive, Hayes UB4 0SW	01/05/1987 to date
13	Mr C Harper 73 Wycombe Lane, Woburn Green	24/10/2003 to date
14	Mr R Nicholson 122A High Street, Cinderford, Glos	08/10/1999 to date
15	C Bailey 212 Hoylake Crescent, Ickenham	01/05/1995 to date

16	Mr C Plastow Flat 14, 15 Bawtree Road	Vacated September 2012 since when vacant/used by W E Black Ltd
17	C Bailey 212 Hoylake Crescent, Ickenham	01/05/1988

True Reed.


SARAH HAZLEY
Solicitor

Doc 3 – Enquiry Emails


Jane Rees

From: Jane Rees <janerees-weblack@btconnect.com>
Sent: 24 April 2014 10:30
To: 'priya2000ke@yahoo.com'
Subject: Garage at Blackmore Way, Uxbridge UB8 1QB

Dear Priya

I am writing to advise you that a garage has become vacant at the above block. Please could you contact me to let me know if you are still interested in renting.
Your earliest response would be appreciated.

Regards
Jane Rees
W E Black Ltd

Jane Rees

SARAH HARLEY
Solicitor

Jane Rees

From: Jane Rees <janerees-weblack@btconnect.com>
Sent: 25 April 2014 08:55
To: 'priya2000ke@yahoo.com'
Subject: Garage Bawtree Road, Uxbridge

Dear Priya

Further to our telephone conversation. I confirm that we now have a garage available. The rent is £135.00 per quarter, due for payment 1st February, 1st May, 1st August and 1st November. I will prepare a contract which you will need to sign and also someone to sign to witness your signature. I will also send an advice covering the first quarter payment.

When you have signed the contract please return it to me with your payment. I will then sign it and also get a witness signature and return it to you with the key to the garage. We will send a Standing Order Mandate for you to take to your bank so future payments will be made automatically.

When you want to terminate the contract we would need 1 months notice.

Hope this is of assistance. Any problems please ring me.

Regards
Jane
W E Black Ltd

No keep - c

Jane Rees.

SIMRAN HARLEY
Solator

Jane Rees

From: priya <priya2000ke@yahoo.com>
Sent: 23 October 2013 12:06
To: janerees-weblack@btconnect.com
Subject: Re: Garage at Blackmore way, Uxbridge UB8 1QB

Hello Jane,

Further to our conversation last week following an episode where my car windows were smashed in while parked in a designated Hillingdon council car park space, i would like to enquire about the availability and costing of renting a garage. This incident has left me very scared as i work at Harefield Hospital as a nurse and often come home after 9 pm. I have also recently emailed Suzanne regarding a roofing issue which i am finding difficult to resolve with management company, but I will have to email her again soon.

Thanking you in advance for your assistance.

Regards,
Priya Sodi

Sue Rees

Suzanne Harley
SUZANNE HARLEY
Suzanne

Jane Rees

From: Priya Sodi <priya2000ke@yahoo.com>
Sent: 28 October 2013 09:03
To: Jane Rees
Subject: Re: Garage at Blackmore Way, Uxbridge UB8 1QB

Dear Jane,
Thank you for your reply. Yes I did get the reply from Mr Gadsden however I am yet to write again.

I would greatly appreciate if you could kindly add me onto the waiting list for renting the garage.

Thank you,
Regards,
Priya Sodi

Sent from my iPhone

On 25 Oct 2013, at 15:21, Jane Rees <janerees-weblack@btconnect.com> wrote:


Dear Priya

Thank you for your email regarding renting a garage. At present all the garages are occupied and there is a waiting list. I can add your details to the list and contact you when one becomes vacant.

The email you sent to Suzanne regarding a roofing issue was responded to on 18 October 2013 by the Managing Director Mr Eric Gadsden.

I hope this is of assistance.

Jane
W E Black Ltd

Jane Rees

SUZANNE HINDEY
Solicitor

Jane Rees

From: Jane Rees <janerees-weblack@btconnect.com>
Sent: 24 April 2014 11:42
To: 'jay.dimoff@yahoo.co.uk'
Subject: Garage Bawtree Road, Uxbridge

Dear Jay

I am writing to advise you that a garage has become available at the above address. Please could you contact me to let me know if you are still interested in renting.

Your earliest response would be appreciated.

Regards
Jane Rees
W E Black Ltd
01494 758055

Jane Rees.


SARAH HIRLEY
Solicitor

Jane Rees

From: Jane Rees <janerees-weblack@btconnect.com>
Sent: 24 April 2014 14:55
To: 'jay.dimoff@yahoo.co.uk'
Subject: Garage Bawtree Road, Uxbridge

Dear Jay

Further to our telephone conversation today. I can confirm that we do have a garage available. The rent is £135.00 per quarter, due for payment 1st February, 1st May, 1st August and 1st November. I will prepare a contract which you will need to sign and also get someone else to sign to witness your signature. I will also send you a copy advice covering the first quarter payment.

When you have signed the agreement please return it with your payment. I will then sign it and get a witness signature and return it to you with the key to the garage and also a Standing Order Mandate for you to take to your bank so future payments will be made automatically.

When you want to terminate the contract we would need 1 months notice.

Hope this is of assistance and I would appreciate confirmation that you would like to go ahead.

Regards
Jane Rees
W E Black Ltd
01494 758055

No Response

Jane Rees

SARAH HARLEY
Solicitor

W E Black Ltd

Hawridge Place, Hawridge, Chesham, Bucks HP5 2UG

Building Contractors and Developers

Tel: 01494 758055 Fax: 01494 758080

PC 372 John Fern
Uxbridge Police Station
1 Warwick Place
Uxbridge
Middx UB8 1PG

25th June 1997

Dear PC Fern

Garages at Blackmore Way / Bawtree Road Uxbridge

Further to your telephone call to this office today, I enclose a list of the names and addresses of the tenants of the above block of garages. Most of the tenants pay their rent by Standing Order and there is therefore no reason for me to correspond with them. The only ones I can be certain of are Mr Bailey (5, 15 and 17), Mr Hills (9 and 12), Mr Croudace (13) and Mr Glover (14).

Also enclosed is a map of the garages showing the numbering used.

I trust this will be helpful.

Yours sincerely

SHIRLEY SEAGER

Sue Rees.

SARAH HADLEY
Solicitor

BUILDERS OF QUALITY HOMES SINCE 1919

Directors - E.J.S.Gadsden - C.Gadsden

Regd. Office as above. Registered in England No. 425267

Jane Rees

From: Jay Dimoff <jay.dimoff@yahoo.co.uk>
Sent: 16 July 2013 16:09
To: janerees-weblack@btconnect.com
Subject: Renting a Garage in Uxbridge, Bawtree Rd

Hi Jane,

Lovely to speak with you earlier today.

I would like to hire a garage in Uxbridge situated next to Bawtree Rd and Blackmore Way. I am a resident and my address is:


14 Blackmore Way
Uxbridge
London
UB8 1QB

In case you need to contact me, please feel free to send me an email or you can call me on: 07791097790.
Thank you very much for your time.

Kind Regards
Jay

Added To Waiting List - Bawtree Road .

Jane Rees .


SARAH HAPLEY
Scholar

White v
12.11.11

Black Ltd

Simon

Hawridge Place

Hawridge

Chesham.

Bucks

HP5 2UG

Chris Plastow

14 Blackmore way

Uxbridge UB8 1QB

31/08/2012

Dear Suzanne, I am writing to you to give one months notice of my intention to vacate the garage I rent from you, garage 16 only, at the end of September 2102.

I will post the keys to towards the end of that month.


Yours sincerely,



Chris Plastow.

There will be a £. n. d.
for C at £4 66

Sue Rees.




SARAH HARLEY
Solicitor

04/08

Tony Checked Garages -
9, 10 + 16 - Which We
Are Using & They Are All
Locked + Secure

Sue Rees.

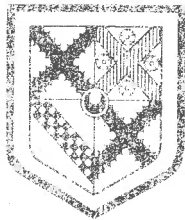

SARAH HARLEY
Solicitor

APPENDIX 3

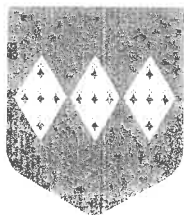
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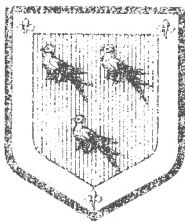
HALDARE



HALSBURY



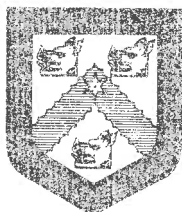
CAIRNS



SELBORNE



WESTBURY



HM Land Registry

The Bank do not hold
the leases, just the
Land Cert.

BLACKMORE WAY, ZAWTREE RD

This is to certify

that the land described within and shown on the official plan is registered at HM Land Registry with the title number and class of title stated in the register.

There are contained in this certificate office copies of the entries in the register and of the official plan and, where so indicated in the register, of documents filed in the Land Registry.

Under section 68 of the Land Registration Act, 1925 and rule 264 of the Land Registration Rules, 1925 this certificate shall be admissible as evidence of the matters contained herein and must be produced to the Chief Land Registrar in the circumstances set out in section 64 of the said Act.



WARNING

All persons are cautioned against altering, adding to or otherwise tampering with either this certificate or any document annexed to it.

REGISTERED LAND – GENERAL INFORMATION

Classes of Title

There are four classes of title with which land may be registered.

(a) **Absolute.** In the case of freeholds, this guarantees that the estate registered is vested in the proprietor of the land, subject only to the entries in the register and such overriding interests (see below) as may affect it.

An absolute title in the case of leaseholds guarantees not only that the registered lease is vested in the registered proprietor but also that the lease was granted validly.

(b) **Possessory.** In the case of either freeholds or leaseholds, registration with possessory title does not affect or prejudice the enforcement of any estate right or interest adverse to the title of the first proprietor and no guarantee is therefore given in respect of such matters. Otherwise such registration has the same effect as absolute title.

(c) **Good leasehold.** This is applicable only to leaseholds. Registration with good leasehold title does not affect or prejudice the enforcement of any estate right or interest adverse to the title of the lessor to grant the lease and no guarantee is therefore given in respect of such matters. Otherwise such registration has the same effect as absolute title.

(d) **Qualified.** In the case of freeholds, this has the same effect as an absolute title except that the title is subject to some defect or right which is specified in the register. A qualified title to leaseholds has the same effect as an absolute or good leasehold title, as the case may be, except for the specified defect.

Conversion of titles. When registration has taken place with any of the above titles other than absolute, conversion to a better title may take place subsequently, in some circumstances as of right, or otherwise at the discretion of the Chief Land Registrar.

Appurtenant rights and privileges

Except where otherwise shown on the register, there is vested in the registered proprietor of the land, any easement, right, privilege or appurtenance which appertains or is reputed to appertain to the land or any part of it or, was at the time of registration demised, occupied or enjoyed with the land or any part of it. This is the case

whether or not such matters are included in the description of the land in the A (Property) register. Where any easement referred to in the A (Property) register is validated by the provisions of the Perpetuities and Accumulations Act 1964 it is to that extent included in the title.

Overriding interests

The register of a title does not normally refer to matters which, in the case of unregistered land, would not usually be disclosed in an abstract of title. The land may nevertheless be subject to such matters, in addition to the charges and other matters referred to on the register, and these include the following:—

(a) Such rights as may be discovered by inspection of the land (e.g., rights of way, light, drainage and other easements) and enquiry of the occupier or any person to whom rent is paid (e.g. leases not noted on the register and equitable interests)

(b) Liabilities arising under Act of Parliament

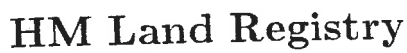
(i) affecting land generally (e.g. redemption annuities and other rates and taxes of a general nature)

(ii) affecting land in a particular district (e.g. the Building Acts, the Public Health Acts, etc)

(iii) the possibility of compulsory acquisition or requisition whether permanently or for a limited period, by a government department or a local authority (e.g. under the Town and Country Planning Acts, the Agriculture Act 1974, etc)

(c) Local Land Charges (i.e. charges in favour of a local authority under an Act of Parliament). These will be registered in the local registers kept by the local authority.

The above provides only a summary of the matters which may affect registered land whether or not referred to on the register. A detailed list of such matters (known as overriding interests) is contained in section 70 of the Land Registration Act 1925 to which further additions have been made by Rule 258 of the Land Registration Rules 1925, section 13(11) of the Tithe Act 1936 and section 41 of the Coal Act 1938 (with section 5 and Schedule 1 to the Coal Industry Nationalisation Act 1946). Where necessary reference should be made to these provisions for further information.



Entry No.	<p style="text-align: center;">C. CHARGES REGISTER</p> <p style="text-align: center;">containing charges, incumbrances etc., adversely affecting the land and registered dealings therewith</p>
1.	<p>A Conveyance of the land tinted pink, yellow, blue and mauve, and hatched blue on the filed plan and other land dated 26 February 1931 made between (1) Arthur Sanderson & Sons Limited (Vendors) and (2) E Cotton Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>
2.	<p>A Conveyance of the land tinted brown on the filed plan and other land dated 21 July 1931 made between (1) E Cotton Limited (Vendor) and (2) Wilfrid Johnson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>
3.	<p>A Conveyance of the land hatched blue on the filed plan dated 31 August 1931 made between (1) E Cotton Limited and (2) The Uxbridge and District Electric Supply Company Limited contains covenants. By a deed dated 17 March 1958 made between (1) Janes (Builders) Limited (Company) and (2) The Southern Electricity Board (Board) the said covenants were expressed to be released. Details of the covenants and of the release are set out in the schedule of restrictive covenants hereto.</p>
4.	<p>A Conveyance of the land tinted mauve on the filed plan and other land dated 23 September 1931 made between (1) E Cotton Limited (Vendors) and (2) William Roderick Rowlands (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>



Entry No.	C. CHARGES REGISTER (continued)
5.	<p>A Conveyance of the land tinted pink on the filed plan dated 6 December 1932 made between (1) E Cotton Limited and (2) Florence Pattie Rutherford contains stipulations identical to those contained in the Conveyance dated 21 July 1931 referred to above.</p> <p>NOTE: The Conveyance dated 6 December 1932 contains no words of covenant to observe the said stipulations.</p>
6.	<p>A Conveyance of the land tinted blue on the filed plan and other land dated 5 June 1933 made between (1) E Cotton Limited (Vendors) and (2) Harold George Knight (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>
7.	<p>A Conveyance of the land tinted mauve on the filed plan dated 20 May 1980 made between (1) William John Rowlands and Others (Vendors) and (2) South Lodge Developments Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.</p>
8.	<p>The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way, passage and running of water soil and electricity, support protection, entry, user of gardens and open spaces for recreational purposes, user of communal refuse containers and television aerial and other rights as are granted by those leases.</p>

Item No.	SCHEDULE OF RESTRICTIVE COVENANTS
1.	<p>The following are details of the covenants contained in the Conveyance dated 26 February 1931 referred to in the Charges Register:-</p> <p>COVENANT by the Purchasers with intent to bind the property thereby conveyed into whosoever hands the same might come but not so as to be personally liable in damages for any breach of abstracting covenant committed after they should have parted with all interest in the property in respect of which any such breach might occur with the Vendors that the Purchasers and their successors in title would thenceforth perform and observe the restrictions and stipulations set out in the First Schedule thereto.</p> <p>THE FIRST SCHEDULE above referred to</p> <p>1. No house to be erected on the said property should be used as tavern public house beer shop or as a shop of any description and no beer should be sold on the premises or any part thereof.</p> <p>2. No bricks should be made or burnt or brick kiln used on the said premises or any part thereof.</p> <p>3. No dwellinghouse erected on the said premises should be of less value than £650 (exclusive of garage stable or other outbuildings appurtenant thereto and used therewith) such value to be the amount of the first net cost in materials and labour of construction only estimated at the lowest current prices.</p>

Continued on the next page



Item No.	SCHEDULE OF RESTRICTIVE COVENANTS (continued)
2.	<p>The following are details of the covenants contained in the Conveyance dated 21 July 1931 referred to in the Charges Register:-</p> <p>"AND the Purchaser with intent to bind the property hereby conveyed into whosoever hands the same may come but not so as to be personally liable in damages for any breach of the covenants after he shall have parted with all interest in the property hereby conveyed covenants with the Vendor to perform and observe the restrictions and stipulations set out in the First Schedule hereto</p> <p style="text-align: center;">THE FIRST SCHEDULE above referred to</p> <ol style="list-style-type: none">1. NO house to be erected on the said property shall be used as a tavern public house beer shop or as a shop of any description and no beer shall be sold on the premises or any part thereof.2. NO bricks shall be made or burnt or brick kiln used on the said premises or any part thereof.3. NO dwellinghouse erected on the said premises shall be of a less value than Six hundred and fifty pounds (exclusive of garage stable or other outbuildings appurtenant thereto and used therewith) such value to be the amount of the first net cost in materials and labour of construction only estimated at the lowest current prices.4. TO pay a fair proportion of the expenses of maintaining and keeping so much of Bawtree road as is coloured blue on the said plan in good repair such proportion to be fixed by the Surveyor for the time being of the Vendor". <p>3. The following are details of the covenants contained in the Conveyance dated 31 August 1931 referred to in the Charges Register:-</p> <p>"THE Purchaser hereby covenants with the Vendor:-</p> <ol style="list-style-type: none">(1) TO erect (in accordance with plans and specifications approved by the Vendor) an Electric Transformer and Distributing Chamber on the hereditaments hereby conveyed.(2) NOT to use or permit the said hereditaments to be used except for the purpose of the site of an Electricity Transformer and Distributing Chamber". <p>4. The following are details of the terms of release contained in the Deed dated 17 March 1958 referred to in the Charges Register:-</p> <p>"THE Comapny hereby release the said property from the hereinbefore recited covenant to use the property as an Electric Transformer and Distributing Chamber".</p> <p>5. The following are details of the covenants contained in the Conveyance dated 23 September 1931 referred to in the Charges Register:-</p> <p>"THE Purchaser with intent to bind the property hereby conveyed into whosoever hands the same may come but not so as to be personally liable in damages for any breach of the covenants after he shall have parted with all interest in the property hereby conveyed hereby covenants with the Vendors that he the Purchaser and all persons deriving title under him will henceforth observe and perform the restrictions and stipulations</p>



Item No.	SCHEDULE OF RESTRICTIVE COVENANTS (continued)
	<p>set out in the First Schedule hereto.</p> <p>THE FIRST SCHEDULE above referred to</p> <ol style="list-style-type: none">1. The Purchaser shall at all times hereafter maintain fences as now erected on the sides of the land hereby conveyed marked T within the boundary on the plan drawn hereon.2. There shall not be erected on the land hereby conveyed any building other than one dwellinghouse with or without necessary garage accommodation and no building erected on the land shall be used otherwise than as a private dwelling and private garage.3. No dwellinghouse shall hereafter be erected on the land which shall not be in accordance with plans and elevations which shall have been approved of in writing by the Vendors.4. No act or thing shall be done or suffered on the hereditaments hereby conveyed which shall be a nuisance or annoyance to the owners or occupiers of any adjacent hereditaments.5. Nothing shall be done on the hereditaments hereby conveyed which shall cause any obstruction to the light or air coming to and windows in any building erected adjacent to the hereditaments hereby conveyed". <p>NOTE: No "T" mark referred to in Clause 1 above was shown on the plan supplied on first registration.</p> <p>6. The following are details of the covenants contained in the Conveyance dated 5 June 1933 referred to in the Charges Register:-</p> <p>"THE Purchaser hereby covenants with the Vendors (to the intent that this covenant shall so far as the rules of law and equity permit run with the land and be binding on the successive owners thereof but so that neither the Purchaser nor any other owner shall be personally liable in damages for any breach thereof after he shall have parted with all interest in the land in respect of which such breach occurs) as follows:</p> <p>(a) That a good and sufficient fence shall at all times hereafter be maintained to the satisfaction of the Vendors along the north-western side of the said property hereby conveyed.</p> <p>(b) That no building at any time on the said piece of parcel of land shall be used for any purpose except that of a private or professional residence and that no act or thing shall be done or permitted upon the said land or any part thereof which may be or grow to be a nuisance damage or annoyance to the owners or occupiers of adjoining or neighbouring property but these provisions shall not preclude the keeping of bees poultry and rabbits on the property".</p> <p>7. The following are details of the covenants contained in the Conveyance dated 20 May 1980 referred to in the Charges Register:-</p> <p>"THE Purchaser hereby covenants with the Vendors to the intent that this covenant shall inure for the benefit of the land retained by the Vendors to perform and observe the covenants set out in the First Schedule hereto</p> <p>THE FIRST SCHEDULE above referred to</p> <ol style="list-style-type: none">1. Within two months from the date hereof to repair and for ever

Continued on the next page



Item No.	SCHEDULE OF RESTRICTIVE COVENANTS (continued)
	<p>hereafter maintain the existing boundary wall between the points marked "A" and "B" on the said plan annexed hereto.</p> <p>2. At its own cost within six months of the date hereof to erect in a substantial and workmanlike manner and to the satisfaction of the Vendors' Surveyor and in accordance with detailed plans and elevations to be submitted to and approved by such Surveyor before the work is commenced nine private garages such garages to be built in accordance with the plans to be approved by the London Borough of Hillingdon on the Twenty-second day of January One thousand nine hundred and eighty under reference number 7912/7C.</p> <p>3. Within one month of the date hereof to erect and for ever after maintain a good and sufficient close-boarded boundary fence not less than six feet in height along the whole of the boundary marked with "T" on the plan attached hereto.</p> <p>4. No trade or business should be carried on upon the land hereby agreed to be sold or any part thereof nor shall any building on the land be used otherwise than as a private garage for a private motor-car.</p> <p>5. No advertisement shall be displayed and no advertisement board or hoarding shall be erected on the said land or any part thereof.</p> <p>6. No act or thing shall be done on the land hereby conveyed which shall be a nuisance or annoyance to the Vendors".</p> <p>NOTE 1: The North Western boundary of the land tinted mauve on the filed plan is the boundary marked A to B referred to in Clause 1 above.</p> <p>NOTE 2: The T marks referred to in Caluse 3 above affect the North Western and South Western boundaries of the land tinted mauve on the filed plan.</p>

Item No.	SCHEDULE OF NOTICES OF LEASES			
	Registration date and Plan ref.	Property description	Date of lease and Term	Lessee's Title
1.	13.3.1981	The land edged yellow on the filed plan but excluding the flats within the buildings numbered 1, 2, 3 and 4 on the filed plan	12.2.1981 125 years from 25.3.1981	NGL401203
NOTE : The Lease grants and reserves rights of passage and running of electricity water and soil and rights of entry support and way. It also grants rights in respect of a television aerial.				
2.	4.6.1981 1 (part of)	First Floor Flat 5 (Block A)	8.5.1981 125 years from 25.3.1981	NGL398578

Continued on the next page



Item No.	SCHEDULE OF NOTICES OF LEASES (continued)			
	Registration date and Plan ref.	Property description	Date of lease and Term	Lessee's Title
3.	15.6.1981 1 (part of)	Second Floor Flat 10 (Block A)	27.5.1981 125 years from 25.3.1981	NGL399201
4.	17.6.1981 1 (part of)	Ground Floor Flat 1 (Block A)	8.6.1981 125 years from 25.3.1981	NGL399397
5.	19.6.1981 1 (part of)	Ground Floor Flat 2 (Block A)	9.6.1981 125 years from 25.3.1981	NGL399579
6.	7.7.1981 1 (part of)	First Floor Flat 6 (Block A)	1.6.1981 25.3.1981	NGL400705
7.	22.7.1981 1 (part of)	Second Floor Flat 12 (Block A)	28.5.1981 125 years from 25.3.1981	NGL401849
8.	3.8.1981 1 (part of)	Ground Floor Flat 3 (Block A)	5.6.1981 125 years from 25.3.1981	NGL402524
9.	18.8.1981 2 (part of)	Ground Floor Flat 16 (Block B)	1.7.1981 125 years from 25.3.1981	NGL403578
10.	11.9.1981 1 (part of)	Second Floor Flat 9 (Block A)	15.5.1981 125 years from 25.3.1981	NGL405158
11.	16.9.1981 4 (part of)	Ground Floor Flat 32 (Block B)	4.7.1981 125 years from 25.3.1981	NGL405470
12.	15.10.1981 3 (part of)	Ground Floor Flat 24 (Block B)	28.7.1981 125 years from 25.3.1981	NGL407414
13.	15.10.1981 3 (part of)	First Floor Flat 28 (Block B)	31.7.1981 125 years from 25.3.1981	NGL407423

Continued on the next page



Item No.	SCHEDULE OF NOTICES OF LEASES (continued)			
	Registration date and Plan ref.	Property description	Date of lease and Term	Lessee's Title
14.	28.10.1981 2 (part of)	Ground Floor Flat 14 (Block B)	2.10.1981 125 years from 25.3.1981	NGL408230
15.	28.10.1981 1 (part of)	Ground Floor Flat 4 (Block A)	28.8.1981 125 years from 25.3.1981	NGL408281
16.	11.11.1981 3 (part of)	First Floor Flat 26 (Block B)	18.9.1981 125 years from 25.3.1981	NGL409247
17.	16.11.1981 4 (part of)	Ground Floor Flat 30 (Block B)	16.10.1981 125 years from 25.3.1981	NGL409547
18.	18.11.1981 4 (part of)	First Floor Flat 36 (Block B)	18.9.1981 125 years from 25.3.1981	NGL409766
19.	23.11.1981 2 (part of)	First Floor Flat 20 (Block B)	8.7.1981 125 years from 25.3.1981	NGL410128
20.	30.11.1981 1 (part of)	First Floor Flat 7 (Block A)	9.10.1981 125 years from 25.3.1981	NGL410594
21.	21.12.1981 1 (part of)	Second Floor Flat 11 (Block A)	1.6.1981 125 years from 25.3.1981	NGL411832
22.	14.1.1982 4 (part of)	First Floor Flat 34 (Block B)	26.10.1981 125 years from 25.3.1981	NGL413204
23.	1.2.1982 1 (part of)	First Floor Flat 8 (Block A)	30.10.1981 125 years from 25.3.1981	NGL414556
24.	12.2.1982 3 (part of)	Ground Floor Flat 22 (Block B)	30.12.1981 125 years from 25.3.1981	NGL415592



Item No.	SCHEDULE OF NOTICES OF LEASES (continued)			
	Registration date and Plan ref.	Property description	Date of lease and Term	Lessee's Title
25.	15.6.1982 2 (part of)	First Floor Flat 18 (Block B)	20.5.1982 125 years from 25.3.1981	NGL425205

***** END OF REGISTER *****

NOTE A: A date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE B: This certificate was officially examined with the register on 6 December 1991. This date should be stated on any application for an official search based on this certificate.

H.M. LAND REGISTRY

AGL28303

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY

SHEET

NATIONAL GRID

SECTION

GREATER LONDON

TQ0584

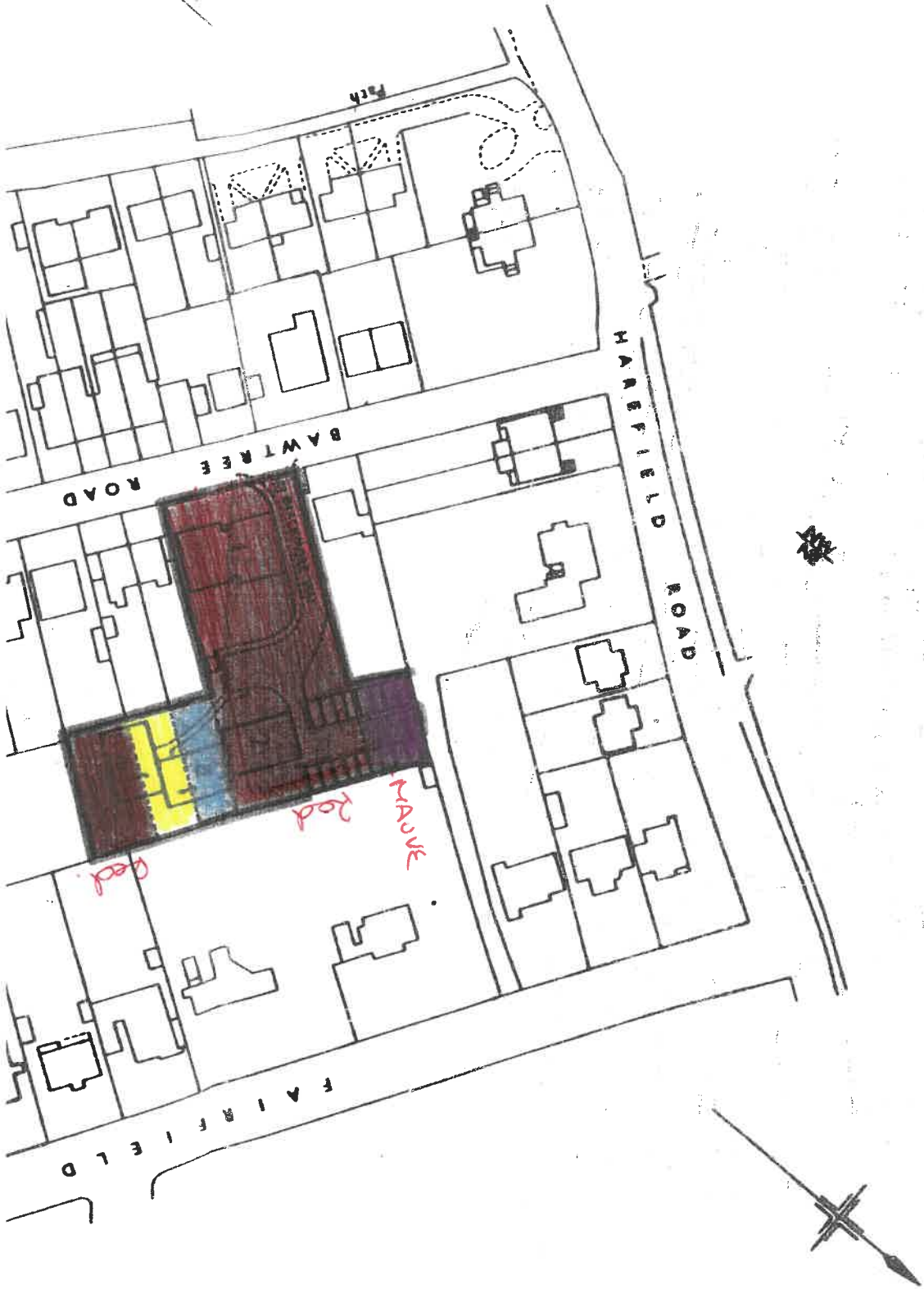
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Old Reference XIV J C

BOROUGH OF WILMINGTON



Boundaries of Registered Land

Except in the very few cases where the register of title states that the boundaries have been fixed the title plan, a copy of which is included in the certificate, only indicates the general boundaries to the land registered. This means that the exact line of any boundary is left undetermined – as, for instance, whether it includes a hedge or wall and ditch, or runs along the centre of a wall or fence, or its inner or outer face, or how far it runs within or beyond it; or whether or not the registered land includes the whole or any portion of an adjoining road or stream.

The Ordnance Map on which the title plan is based, shows physical features such as a hedge, a wall or a fence. Where the boundaries of land are represented by such physical features, the title is mapped up to them. The physical boundaries are therefore defined on the title plan but the exact boundary lines within the features are left undetermined.

Where the boundary of the land does not follow a physical feature shown on the Ordnance Survey Map it will be indicated on the title plan by a dotted line. In addition, the fullest available particulars of the boundary are required to be added.

The Registry may also endorse the title plan that the boundaries have been plotted from the plans to the deeds and that the title plan may be updated from later survey information.

For more exact information concerning the position of boundaries the land should be inspected and such enquiries made as to boundaries as may be necessary. The register may disclose some information as to the ownership or responsibility for the maintenance of boundaries, where such information is available from any deeds and documents of title. However such information is often uncertain or incomplete and its accuracy cannot therefore be guaranteed.

Inspection of the land

It will be apparent from the preceding paragraphs that inspection of the land is a matter of importance to any persons intending to purchase or otherwise deal with it. Such persons should always inspect the land itself, not only to discover the position of boundaries and the existence of any rights of way, light, drainage or other easements or overriding interests but also the identity of all persons in occupation of the land or any buildings on it so that enquiries may be made as to their rights of occupation and otherwise and as to whom rent (if any) is paid.

Revision of the Ordnance Survey Map(s)

The title plans prepared by HM Land Registry are based on the large scale maps of the Ordnance Survey.

The Ordnance Survey map is revised from time to time and a new title plan may be substituted for the existing title plan based on such revision. If this

happens an entry to that effect will be made in the register and the copy of the title plan in the certificate will be replaced when the certificate is next sent to the Land Registry.

Positive covenants

Covenants imposing a positive obligation on the covenantor, such as those to erect and maintain fences, to repair roads or to indemnify a previous owner in respect of existing covenants (positive covenants) are not a burden on the land but only on the person making them. Such covenants are not therefore entered as encumbrances in the charges register. On a sale of registered land, as on a sale of unregistered land, the vendor will want to be satisfied as to whether or not he or she has entered into any positive covenants so that, if necessary, an indemnity covenant may be taken from the purchaser.

The copy register in the land certificate will reveal positive covenants set out in the register or contained in any deed or document, a copy of which is issued with the certificate. Also, since 1952, positive covenants contained in transfers of registered land have been noted in the B (Proprietorship) register. This is because these transfers are filed in the Land Registry after registration and the existence of any positive covenants might therefore be overlooked. No such note is made in respect of positive covenants contained in deeds dated prior to the date of first registration as the deeds or copy deeds lodged at the time will have been returned with the land or charge certificate to be held by the first proprietor (or the first mortgagee).

Further Information

The information set out above is intended to be only general guidance to the topics referred to. More detailed information may be obtained as set out in the accompanying Explanatory Leaflet.

Any enquiries relating to the registration of any matters referred to above and in the accompanying leaflet may be addressed to the appropriate district land registry for the area in which the land is situated. This information is set out in Explanatory Leaflet No. 9 available free of charge from any district land registry. The Registry will always try to assist with such enquiries but it should be borne in mind that the Land Registry is not authorised nor in a position to advise as to legal matters generally nor act for any person in such matters so that, where necessary, the assistance of a solicitor or other person or body such as the Citizens' Advice Bureau should be sought.

IMPORTANT

There are a number of matters which are included in the title to land and others to which land is subject which are not referred to in the register. These are set out in the General Information notes printed on the inside of this cover.

The date in NOTE B at the end of the office copy of the entries on the register is the latest date on which this certificate was made to agree with the register.

You may send this certificate to the appropriate district land registry to be brought up to date at any time. This service is provided free of charge and is usually completed within a day or two of receipt of the certificate. The date in NOTE B will not be altered unless there has been an addition or amendment to the register since the issue of this certificate.

The copy of the official plan in this certificate is an exact copy of the plan filed at the district land registry on the date referred to in NOTE B at the end of the register. A later revision of the Ordnance Survey Map may have taken place. In this connection please also see the section headed Revision of the Ordnance Survey Map(s) on the inside of this cover.

You may, by applying on printed Form 109 and paying the prescribed fee obtain from the appropriate district land registry office copies of the register and of the official plan.

Any person intending to purchase, or take a mortgage or lease of the registered land may apply to the appropriate district land registry for an official search to confirm the entries in the register and to obtain the prescribed period of priority for the proposed transaction.

Full details of both the office copy and search procedures are set out in Practice Leaflets obtainable as mentioned in the accompanying Explanatory Leaflet.

The following are the postal addresses and telephone numbers of the district land registries referred to in this leaflet.

BIRKENHEAD

The Birkenhead District Land Registry
Old Market House, Hamilton Street
BIRKENHEAD Merseyside L41 5FL
(Telephone: 051-647 2377)

COVENTRY

The Coventry District Land Registry
Greyfriars Business Centre
2 Eaton Road
COVENTRY CV1 2SD
(Telephone: Coventry (0203) 632442)

CROYDON

The Croydon District Land Registry
Sunley House, Bedford Park
CROYDON CR9 3LE
(Telephone: 081-681 0676)

DURHAM

The Durham District Land Registry
Southfield House, Southfield Way
DURHAM DH1 5TR
(Telephone: Durham (091) 3866151)

GLOUCESTER

The Gloucester District Land Registry
Bruton Way
GLOUCESTER GL1 1DQ
(Telephone: Gloucester (0452) 28666)

HARROW

The Harrow District Land Registry
Lyon House, Lyon Road
HARROW Middx HA1 2EU
(Telephone: 081-427 8811)

KINGSTON UPON HULL

The Kingston Upon Hull District Land Registry
Earle House
Portland Street
KINGSTON UPON HULL
Humberside HU2 8JN
(Telephone: Hull (0482) 223244)

LEICESTER

The Leicester District Land Registry
Thames Tower
96 Burleys Way
LEICESTER LE1 3UB
(Telephone: Leicester (0533) 510010)

LYTHAM

The Lytham District Land Registry
Birkenhead House
East Beach
LYTHAM ST. ANNES Lancs FY8 5AB
(Telephone: Lytham (0253) 736999)

NOTTINGHAM

The Nottingham District Land Registry
Chalfont Drive
NOTTINGHAM NG8 3RN
(Telephone: Nottingham (0602) 291166)

PETERBOROUGH

The Peterborough District Land Registry
Touthill Close, City Road
PETERBOROUGH PE1 1XN
(Telephone: Peterborough (0733) 555666)

PORTSMOUTH

The Portsmouth District Land Registry
St. Andrew's Court, St. Michael's Road
PORTSMOUTH Hampshire PO1 2JH
(Telephone: Portsmouth (0705) 865022)

PLYMOUTH

The Plymouth District Land Registry
Plumer House, Tailyour Road
Crownhill
PLYMOUTH PL6 5HY
(Telephone: Plymouth (0752) 791737)

STEVENAGE

The Stevenage District Land Registry
Brickdale House, Swingate
STEVENAGE Herts SG1 1XG
(Telephone: Stevenage (0438) 315464)

SWANSEA

For titles falling within the Principality of Wales:
Ty Cwm Tawe, Phoenix Way, Llansamlet, Swansea
SA7 9FQ
For the remainder of areas served by Swansea:
Ty Bryn Glas, High Street, Swansea SA1 1PW
(For both offices Telephone: Swansea (0792) 458877)

TELFORD

The Telford District Land Registry
Stafford Park 15
TELFORD TF3 3AL
(Telephone: Telford (0952) 619355)

TUNBRIDGE WELLS

The Tunbridge Wells District Land Registry
TUNBRIDGE WELLS Kent TN2 5AQ
(Telephone: Tunbridge Wells (0892) 510015)

WEYMOUTH

The Weymouth District Land Registry
1 Cumberland Drive
WEYMOUTH Dorset DT4 9TT
(Telephone: Weymouth (0305) 776161)



Explanatory Leaflet

Important

The Land Certificate enclosed with this leaflet is your record of title to the property to which it relates. It contains a copy of the register of your title and the title plan, both up to date at the time it is sent to you, and is an important document, which replaces the numerous and bulky deeds held by owners of unregistered land. Please take care of it and keep it in a safe place because, although it can be replaced, possession of it is a protection against possible misuse and its loss would cause you inconvenience and expense. Please quote the title number in any enquiry to the Land Registry. This number will be found inside the Land Certificate at the top of the A (Property) register.

Guaranteed/Indemnity

A registered title is guaranteed. Any person who suffers loss through any error or omission that occurs in the register, or because the register needs to be rectified, would normally be entitled to payment of indemnity (unless such person has caused or substantially contributed to the loss).

Your Address

The address in the B (Proprietorship) register is the address to which the Land Registry will send any notices or other communications. If this is not shown correctly or you change your address, it is important that you return your Land Certificate for amendment. No fee is charged for this.

Dealing with your house or property

Registration does away with the need to produce evidence of the previous history of the title. This is only necessary when dealing with unregistered land. To prove your title to other people (such as those seeking to purchase your property) you can simply send for official copies (known as 'office copies') of the register and title plan or they can send for such copies themselves. In their turn, any persons dealing with you can quickly and safely accept such office copies as evidence of the state of your title as at the date shown on them. They can then protect themselves (without visiting any Land Registry office personally) by making an official search of the register a few days before completion of the proposed transaction. This will show any other entries which have been made in the register since the date of the office copies already supplied. It will also reserve priority for 30 working days for the registration of the transaction.

Every effort is made to despatch office copies of the register and title plan within two days of the receipt of the application. Certificates of the result of official searches are normally issued either on the day of the receipt of the application or, in the case of a search affecting only part of a title, on the next day.

Simple forms should be used for transfers and mortgages of registered land. These forms may be purchased from any branch of Her Majesty's Stationery Office or other law stationer. Each registered title is identified by its registration (title) number so that the description of the property in any document dealing with it can be reduced to a few words. Any application to register a dealing with the land will normally need the Land Certificate to be lodged with it, or at least to be placed on deposit at the Land Registry to meet the application.

Further Information

This leaflet and the matters set out on the cover of your land certificate give only limited information in general terms.

Further leaflets, giving more detailed information on a number of aspects of the registered system, can be obtained free of charge on application to any district land registry.

The following is a list of those more commonly in use:

Explanatory leaflets

- No. 3 Applications on death of a registered proprietor
- No. 4 Notes for the guidance of persons concerned with the Matrimonial Homes Act 1983

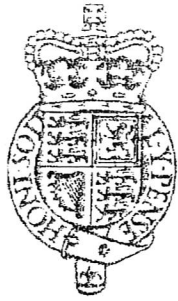
- No. 9 Areas served by the district registries of HM Land Registry
- No. 10 Land Certificates, Charge Certificates and Discharges of Charges

Practice leaflets

- No. 2 Official Searches of the Register
- No. 13 Applications for Office Copies

APPENDIX 4

**APPEAL DECISION
APP/R5510/A/02/1086910
23/01/2003**



Appeal Decision

Hearing held on 09 January 2003

Site visit made on 09 January 2003

by **David Ward** BSc(Hons) CEng MICE FIHT

an Inspector appointed by the First Secretary of State

The Planning Inspectorate
4/09 Kite Wing
Temple Quay House
2 The Square
Temple Quay
Bristol BS1 6PN
☎ 0117 372 6372
e-mail: enquiries@planning-
inspectorate.gsi.gov.uk

Date

23 JAN 2003

Appeal Ref: APP/R5510/A/02/1086910

Land at Blackmore Way, Uxbridge

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by W E Black Ltd against the decision of Council of the London Borough of Hillingdon.
- The application (Ref.20978/APP/2002/48), dated 3 January 2002, was refused by notice dated 25 February 2002.
- The development proposed is the erection of a two storey block of four flats with associated parking (involving demolition of 17 lock up garages).

Summary of Decision: The appeal is dismissed.

Background matters

1. The appeal site is the garage court of a development of 24 flats permitted in 1979. The garages are subject to a condition, which although poorly drafted, is intended to require that the garages are used only by residents of the flats. The flats are served by a cul-de-sac, Blackmore Way, on which there are three parking spaces also covered by a condition of the planning permission, and where there are also residents parking bays managed under the Council's controlled parking zone.
2. The flats are situated in a residential area, but no dwelling is closer than 30m to the proposed building. There are some mature trees within the development. The town centre, with major shopping facilities, a London Underground station and bus station is an easy walk some 4-500m away. Parking in the surrounding streets is controlled, with large numbers of residents parking spaces, all of which are occupied overnight.

Main Issues

3. The main issues in the appeal are whether the proposed block of flats would unacceptably harm the visual amenity of any nearby resident; and whether the reduction in parking space would lead to increased parking on street, to the detriment of safety and the free flow of traffic.

Planning Policy

4. The appeal is to be determined according to the development plan, unless material considerations indicate otherwise. The development plan is the adopted Hillingdon Unitary Development Plan (UDP). Policy BE21 states that permission will not be given for new buildings which would by reason of their siting, bulk or proximity result in a significant loss of residential amenity. In pursuit of this policy the Council has published two design guides

- on residential extensions, and on residential layout and house design. Although the Council explained that it is their practice to apply the guidance on extensions to all development in respect of massing, design and overlooking, the appeal proposal is not an extension, and it is unreasonable to apply this guidance to it.

5. Policy AM 14 requires that the Council's parking standards should be met. The parking policies of the UDP are under review following the change to the Government's transport policies in PPG13, and the reflection of these into the housing policies of PPG3. There was no dispute between the parties that the revised policy proposal should be given significant weight. The revision alters the standards from a minimum requirement of 1.5 parking spaces per dwelling to a maximum requirement of the same figure. Policy AM 7 seeks (in some detail) to prevent development where traffic generation would adversely affect the function of surrounding streets.

Reasons

Issue 1 – visual amenity

6. The Council contended that the proposal would harm the open views from 2 flats across the low roofs of the garages. To the extent that this is an important planning consideration, it seems to me that the impact of the proposal would be substantially reduced, even in winter, by the large beech tree intervening in this view. Open views would remain across the proposed parking area to the east of the proposed flats. In any event, the 4 flats would be in a building entirely in character with, and smaller in scale than the existing flats, over 30m distant from the nearest window having a view towards the site.
7. Nearby residents object on similar grounds. The separation of dwellings from the appeal proposal would be over 30m in all cases, well in excess of the 21m advised in the Council's guidance. There is substantial intervening tree cover in most instances. Although I appreciate that building of this sort would not be welcomed by those living nearby, additional building within urban areas helps prevent the outward spread of development, and, as emphasised by the appellant, accords in principle with Government policy. In my view there is no reason to withhold permission on either of these grounds.

Issue 2 – Effect on the surrounding streets due to displacement of car parking

8. The essence of the Council's case was that the parking available to the existing flats would be reduced by demolition of the garages, the 20 spaces available for the 24 flats being reduced so that 10 or 11 were available to 28 flats. The development as a whole would be short of parking, leading to increased pressure for parking provision on street, to the detriment of the safe traffic carrying function of the surrounding roads.
9. The appellant points out that none of the garages is presently rented by a resident of the flats, and that most are licensed to people from outside the locality. As a result, the removal of the garages would lead to less traffic being drawn into the locality; and because the 7 open spaces now proposed would be in clear view, they would be policed by residents, and as a result parking space would be more accessible to residents than at present. In any event, there would be no increased pressure for on street parking, since any resident who had a car would be parking on street already.
10. The garages are at present being occupied in breach of condition 4 of the 1979 permission. This is acknowledged by the appellant, who points out that in at least 10 cases the

occupation is so long standing that it is immune from enforcement action. Nevertheless, the occupation remains unlawful. Contrary to the appellant's assertion that in his experience few residents of such a development own cars, the residents deduced at the hearing that there were some 20 cars owned by them and their neighbours in the flats. When the flats had first been constructed all the garages had been occupied in association with them. However, as rents had been increased, residents had vacated the garages, where rents were now about £200pa, for residents' parking space on street, where charges were about £20pa. Thus in this locality a substantial amount of on street parking takes place contrary no doubt to the intention of the permission granted in 1979, because the residents have vacated the garages.

11. I do not accept the appellant's view that this is simply a consequence of residents being unwilling to pay the market rate for the garages. The consequence of the condition on the original planning permission is that the garages cannot be treated as a commodity in the open market, because their use is barred to non residents. For a significant proportion of the garages compliance with the condition may arise as a result of the enforcement action being contemplated by the Council. To allow the proposed development on the basis that the residents for whom the garages were provided in the first instance have as a result of the appellant's flouting of the planning condition migrated to parking on street would invite widespread abuse of planning conditions by the appellant in his other similar developments, and by others.
12. The situation which now pertains is exactly that which would occur were the garages to be demolished when managed according to the condition. The residents are parking on the street. It is often the case, particularly where children may be using the streets, that parked vehicles are a contributory factor in road accidents. Further, the free movement of vehicles may be inhibited, with serious consequences where the emergency services need access. Thus the conflict with policy AM7 alluded to by the Council has already occurred, and would be perpetuated in the event that the appeal proposal were to be implemented.
13. Government policy seeks to reduce car use, and in urban areas developers not wishing to provide more car parking space than they or potential occupiers might want should not be required to provide more. I accept that in this location a case may be made for lower provision than the Council seek in desiring the maximum standard of their policies to be met. Indeed the 20 spaces now provided fall well short of that standard of provision, but would be adequate, given some freeing of on street space for visitors and servicing. Nevertheless there is a clear demonstration in this appeal that whatever the developer's view of the requirements, the residents do want the parking space originally provided, and thus the development as it stands shows no conflict with government policy.
14. In my view it would be wholly wrong to grant the permission sought. Whilst policy AM7 deals only with the traffic generated by a development, the considerations of road safety with which it is concerned are material planning considerations, and the displacement of residential parking onto the streets would harm these interests whose importance is acknowledged by the policy. I do not consider that the undoubted advantages of the provision of further dwellings within the urban area outweigh the harm which would be caused. Nor do I consider that there is any modification to the development which could be achieved by reasonable planning condition which would overcome the harm which would flow from the implementation of the proposal.

Conclusions

15. For the reasons given above and having regard to all other matters raised, I conclude that the appeal should be dismissed.

Formal Decision

16. In exercise of the powers transferred to me, I dismiss the appeal.


INSPECTOR

Information

A separate note is attached setting out the circumstances in which the validity of this decision may be challenged by making an application to the High Court.

APPEARANCES

FOR THE APPELLANT:

Stephen J Barker MA(Cantab) MA MRTPI	Partner in Barker Parry Town Planning, 33 Bancroft Hitchin, Herts SG5 1LA
Mr Bill Macleod	Partner in the Gillet Macleod Partnership, Chartered Architects & Town Planning Consultants, 1 High Road, Pinner, Middlesex, HA5 2EW.
Mr E Gadsden	W E Black Ltd, Hawridge Place, Hawridge, Chesham, Bucks, HP5 2UG

FOR THE LOCAL PLANNING AUTHORITY:

Mr Ralph Adenego, MRTPI	Planning Officer with the Hillingdon LB Council
Mr M S Ranger, CEng	Engineering adviser to the Council.

INTERESTED PERSONS:

Mr N Johnson	10 Bawtree Road, Uxbridge
Mr L Stubbings	15 Bawtree Road, Uxbridge
Mrs A Boxall	Flat 9, 15 Bawtree Road, Uxbridge
Mrs B W Willis-Walton	32, Blackmore Way, Uxbridge
Mrs P Whysall	16 Blackmore Way, Uxbridge
Mrs S Butler	19 Bawtree Road, Uxbridge
Mr R F Brooks	37, Fairfield Road, Uxbridge

APPENDIX 5

**APPEAL DECISION
APP/R5510/A/12/2172186
09/06/2012**



Appeal Decision

Site visit made on 27 June 2012

by J D Westbrook BSc(hons) MSc MRTPI

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 9 August 2012

Appeal Ref: APP/R5510/A/12/2172186

Land at Blackmore Way, Uxbridge, UB8 1PT

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mr Eric Gadsden (W E Black Ltd) against the decision of the Council of the London Borough of Hillingdon.
 - The application Ref 20978/APP/2011/1521, dated 21 June 2011, was refused by notice dated 11 January 2012.
 - The development proposed is the demolition of existing garages and the erection of a two-storey block of 4 flats with associated parking and landscaping.
-

Decision

1. The appeal is dismissed.

Main Issues

2. The main issues in this case are the effects of the proposed flats on:
 - Highway safety in the vicinity, with particular regard to on-street car parking, and
 - The character and appearance of the area with regard to trees.

Reasons

3. The appeal site is a block of 17 garages located to the west and north-west of a development of 24 flats, in two blocks, permitted in 1980. A condition of the permission for the flats required that the garages be used only for the accommodation of private motor vehicles incidental to the use of the dwellinghouse (sic) as a residence, and not for any commercial activity. At the time, there was also apparently an additional three on-street parking spaces available for occupiers of the flats.
 4. The surrounding area is residential in nature. In addition to the two blocks of flats constructed as a result of the earlier permission, there is a relatively new block of 6 flats (Sandown Court) to the south of the appeal site. These blocks have their main vehicular access from Blackmore Way, which is a short cul-de-sac off Bawtree Road. Bawtree Road comprises mainly two-storey houses, many of which, especially on the northern side, have off-road parking facilities. There are permit holder only parking bays on Blackmore Way, for some 7 cars, and also along sections of Bawtree Road.
-

5. The proposed development would involve the demolition of the existing block of garages and the construction in their stead of a block of 4, one-bedroom flats with 7 external parking spaces. A previous application for a similar development was dismissed on appeal in 2003 (ref: 1086910). The garages are currently rented out to a number of different occupants, very few of whom are from the original flats on Blackmore Way. It is difficult to identify actual users of some of the garages since there may be some "sub-letting".

Effect on highway safety and car parking.

6. The Inspector at the earlier appeal stated that "the garages are at present being occupied in breach of condition 4 of the 1980 permission. This is acknowledged by the appellant, who points out that in at least 10 cases the occupation is so long standing that it is immune from enforcement action. Nevertheless, the occupation remains unlawful." He concluded that it would be wrong to grant the permission sought since the displacement of residential parking onto the streets would be harmful to considerations of road safety.
7. The appellant contends that circumstances have changed since the appeal decision and that permission should now be granted. He notes that since 2003, two residents of the Blackmore Way flats have rented garages, where previously there were none, but that the others remain rented by persons from outside of the development, and that more of the garages would therefore be immune from enforcement action. He goes on to indicate that the proposed flats would have 7 parking spaces, and that any surplus spaces not used by residents could be used by occupiers of the Blackmore Way flats.
8. From the evidence before me it would appear that currently at least 2 garages are rented by occupiers of the Blackmore Way flats, and that at least 3 more are rented by occupiers of houses on Bawtree Road (albeit in breach of the earlier planning condition) who do not currently have facilities for off-street parking. Since the previous appeal decision, it would appear that one of the on-street parking spaces for the flats may have been lost, possibly due to conversion of one of the remaining spaces to a larger disabled space. Furthermore, there is some evidence that the potential for a further 3 on-street spaces (possibly unrestricted) on Blackmore Way was lost in the creation of the entrance to the parking area to the rear of Sandown Court.
9. Whilst the situation regarding parking provision in Blackmore Way and the garage court has been somewhat fluid over the past few years, it appears likely that the loss of the garages would result in at least 5 additional vehicles having to resort to on-street parking in the immediate vicinity. This is in addition to a small loss of on-street provision over the past few years. Furthermore, demolition of the garages would result in the loss of any potential opportunities for local residents to acquire access to a garage in the future.
10. The appellant and local residents have differing views on the existing pressure on current permit parking provision along Blackmore Way and Bawtree Road. I have limited actual information as to the usage of the permit parking spaces during different periods of the day. However, there is some evidence that the permit parking provision in the vicinity is available to permit holders from a wide area, and that this increases pressure on the spaces available.

11. The appellant contends that the Council has failed to take any enforcement action against any use of garages that might have been considered unlawful at the time of the previous appeal. However, the appellant has also failed to provide a Certificate of Lawful Development for these garages. Whilst it would seem likely that a significant number of the garages might well be immune from enforcement action, I have no firm evidence of that fact.
12. Finally, the appellant indicates that any surplus car parking spaces from the development would be available for use by residents of the existing Blackmore Way flats. However, there can be no guarantees that there would be any surplus, and if ownership of the appeal site were to be severed from that of the existing flats at any time, it seems unlikely that such a flexible arrangement would remain available.
13. In conclusion on this issue, and on the balance of the evidence before me, I find that the proposal would be likely to increase the pressure on limited on-street parking facilities in the vicinity, and that this would lead to harm to highway safety in the vicinity by way of adverse effects on free flow of traffic. On this basis the proposal would conflict with saved Policy AM7 of the London Borough of Hillingdon Unitary Development Plan (UDP). Since this policy is consistent with the general thrust of guidance on transport issues given in Section 4 of the NPPF, in particular regarding matters relating to conflict minimisation, I give it significant weight.

Effect on character and appearance of the area, including trees

14. The application form states that there are no trees adjacent to the site that could influence the development. In fact there is a large copper beech close to the southern boundary of the appeal site, on which there is a Tree Preservation Order. A significant part of the crown of this tree overhangs almost the whole depth of a number of the existing garages along the southern boundary. The southern elevation of the proposed block of flats would be only some 3 metres from the boundary and within the area of the crown of the tree.
15. The proposal would, therefore, require significant pruning of the tree, resulting in an unbalanced appearance and potential damage to its health, both during the construction process and after the completion of the development, when continuous cutting back might become necessary. The tree is a significant landscape feature in Blackmore Way and important to the character and appearance of the area. This is particularly the case given the recent development of Sandown Court and the scale of built form and hard surfacing associated with that property.
16. On this issue, therefore, I find it likely that the proposal would be seriously detrimental to the appearance and health of the tree, and that it would, on this basis, be harmful to the overall character and appearance of the area. It would conflict with saved Policy BE38 of the UDP which relates to landscape features of merit. Since this policy is consistent with the general thrust of guidance on design given in Section 7 of the NPPF, I give it significant weight.

Other Matters

17. The Council contends that the development would result in unacceptable overlooking of the ground floor flats from the communal ground floor space.

However, the proximity of ground floor windows to communal space is quite normal in the case of flats, and in any case this could be dealt with by way of a suitable landscaping condition.

18. The Council also contends that the development would give rise to a number of children of school age and that legal provision should be made to deal with the issue of additional provision of school places. It refers to details on Educational Facilities Section 106 Calculations contained in Section 4 of a recently revised Supplementary Planning Document (SPD).
19. The details relate to rooms in different types of dwelling, and are based upon dwellings with 3 rooms or more (including kitchens). The appellant contends that the proposed flats have only 2 rooms each and should, therefore, not be counted in the calculations.
20. The proposed flats would have combined living/kitchen areas. These would appear to have a floor area of around 20 sq metres in the ground floor flats and some 28 sq metres in the first floor flats. The Council indicates that it may, at its discretion, consider rooms in excess of 20 sq metres as potentially 2 separate rooms for the purposes of assessment. However, it is not clear to me whether the ground floor flats have a living/kitchen room of greater than 20 sq metres. Furthermore, the Council has given no justification as to why it has chosen to exercise its discretion in this particular case.
21. In view of what appears to be potential for confusion over the relevant number of rooms, and the lack of information as to the use of discretionary powers, I do not consider that this can be clearly considered a main issue in this case.

Conclusion

22. I find that the proposal would be harmful to highway safety in the vicinity and also harmful to the character and appearance of the area. On this basis, I dismiss the appeal.

J D Westbrook

INSPECTOR