

DATED 07 August

2024

**(1) LUKAS NORMAN HELMUT COLQUHOUN RONIGER AND HANNAH ELIZABETH
COLQUHOUN RONIGER**

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

55 SIDMOUTH STREET, LONDON, WC1H 8JX

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6890

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CLS/COM/AK/1800.2750

Final Version 11/07/2024

THIS AGREEMENT is made the 07th day of August 2024

BETWEEN:

A. **LUKAS NORMAN HELMUT COLQUHOUN RONIGER AND HANNAH ELIZABETH COLQUHOUN RONIGER** of 55 Sidmouth Street, London, WC1H 8JX (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL236003.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 17 October 2023 and the Council resolved to grant permission conditionally under reference number 2023/3676/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	change of use of part lower ground to second floors from a residential dwelling to 6 non self-contained rooms with shared facilities as a House in Multiple Occupation (HMO's) as shown on drawing numbers:- S-01; S-02; S-03; S-04; S-05; S-06; S-07; S-08; S-09; S-10; S-11 and Design and Access Statement.
2.4	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council the Owner
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 October 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3676/P subject to conclusion of this Agreement
2.8	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto

2.10	"the Property"	the land known as 55 Sidmouth Street, London, WC1H 8JX the same as shown shaded grey on the plan annexed hereto
2.11	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.12	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, and 7 hereof all of which shall come into effect on the date hereof the covenants

undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2023/3676/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the

Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, 5 Pancras Square, London, N1C 4AG quoting the planning reference number 2023/3676/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

- 7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
LUKAS NORMAN HELMUT COLQUHOUN
RONIGER
in the presence of:**

C. Roniger
)

Tomás Pereira
.....

Witness Signature

Witness Name:

Tomás Alexandre Julio Pereira

Address:

Rua Dom Sancho 1 nº 14 2530-144

Occupation:

Life-guard

CONTINUATION OF SECTION 196 AGREEMENT FOR 55 SIDMOUTH STREET,
LONDON, WC1H 8JX

EXECUTED AS A DEED BY
HANNAH ELIZABETH
COLQUHOUN RONIGER
in the presence of:

)
)
) *H. Roniger*

Tomas Pereira
.....

Witness Signature

Witness Name: *Tomas Alexandre Julio Pereira*

Address: *Rua Dom Sancho 1 nº 14 2530-144*

Occupation:

Life-guard

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-)
)
)
)

R. Alexander
.....

Authorised Signatory



55 SIDMOUTH STREET, LONDON, WC1H 8JX



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Application ref: 2023/3676/P
Contact: Obote Hope
Tel: 020 7974 2555
Date: 24 July 2024

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Roberta Sanna
Mappin House,
4 Winsley Street,
London,
W1W 8HF

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
55 Sidmouth Street
London
WC1H 8JX

Proposal:

Change of use of part lower ground to second floors from a residential dwelling to 6 non self-contained rooms with shared facilities as a House in Multiple Occupation (HMO's).

Drawing Nos: S-01; S-02; S-03; S-04; S-05; S-06; S-07; S-08; S-09; S-10; S-11 and Design and Access Statement.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans; S-01; S-02; S-03; S-04; S-05; S-06; S-07; S-08; S-09; S-10; S-11 and Design and Access Statement.

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Reasons for granting permission.

The host building is a three-storey, with basement Grade II listed building that lies within a terrace of three storey properties located in the Bloomsbury Conservation Area. It was originally constructed c.1807-1818, then altered in the late 20th century following partial bomb damage. It is constructed of yellow stock brick with later patching at third floor level, rusticated stucco ground floors with first floor sill bands.

The front part of the lower-ground floor is already in use as a 1 bed self-contained flat with the rear part of the lower ground floor and the remaining upper floors being used as a 4 bed maisonette.

Policy H3 seeks to protect all housing floorspace where people live long-term. It also seeks to protect individual self-contained houses and flats (in Use Class C3) and individual houses and flats shared by 3-6 occupiers who do not live as a family but share facilities such as toilets, bathrooms and kitchens (small houses in multiple occupation or HMOs, Use Class C4). Furthermore, the policy stipulates that the Council would resist development that would involve the net loss of two or more homes (from individual or cumulative proposals). Given the the proposal would involve the loss of one residential unit the proposal would be in accordance with policy H3 of the Local Plan 2017.

Creation of HMO

Policy H10 is supportive of the development of HMOs subject to a number of qualifying criteria including the proviso that the development would not involve the loss of two or more self-contained homes (a); that it complies with the relevant standard for HMOs (c); and is secured as a long-term addition to the supply of low cost housing (f). Technically, the proposal would result in the loss of one self-contained maisonette. As only one self-contained home would be lost, this would comply with one of the criteria of Policy H10. The proposed plans show that the HMO unit would consist of six bedrooms between the rear of the lower ground to second floors. As proposed the rooms would be double bedrooms which would exceed the National Space Standards requirement for the minimum size of a double bedroom that is currently 11.5 sq. metres as well as Camden's HMO standard of 11 sq. metres for bedrooms with shared kitchen and living room. The property will have a shared kitchen/diner/living room which would measure approximately 44.7 sq. metres. Although the lower ground floor unit would be served by one window facing onto a lightwell the future occupier would have access to the shared kitchen, living and dining space at ground floor level. The remaining rooms would have adequate access to daylight, sunlight and ventilation and would be considered acceptable. Moreover, the proposal would be compliant with policy H10(e) - and the proposal would not create a harmful concentration of HMO's in the local area or that the use would not cause harm to nearby residential amenity'

The applicant has advised that the rooms in multiple occupation are proposed in order to create a long-term addition to the supply of low cost housing. The Council's Private Sector housing team has been consulted and has confirmed that the property would be required to have adequate fire precautions, in line with the Local Authorities Co-ordinators of Regulatory Services (LACORS) guidance and as submitted the proposal would generally be in accordance with the licenced HMO's Standards. An informative would be added to any permission to remind the applicant of this.

- 2 No external changes are proposed to the building. The change in use class from self-contained residential (C3) to HMO (C4) is not considered to exacerbate any adverse impacts on the amenity of adjoining residential occupiers as the building would remain in residential use.

The property will have 6 rooms and would require 180L of bin for general waste, 200L for recycling and 23L for food waste. Internally there is an inbuilt bin in the kitchen providing 180L for general waste. A 200L recycling bin and 23L food waste bin can be provided that can sit in a space next to the inbuilt bin in the kitchen. Externally, there is a gated section next to the front door (as labelled in the proposed plans) where two 240L bins and a food waste bin would sit off the road for the Council to collect. The proposal is considered acceptable and would be in accordance with policy CC5 of the Local Plan.

In line with Policy T1 of the Camden Local Plan, we expect cycle parking to be provided in accordance with the standards set out in the London Plan. Whilst there is no specific standard for HMOs, the requirement in this instance would be for 1 space per room, giving a requirement for 6 spaces. Given that the property is a Grade II listed building the cycle provision would be waived in this instance.

In accordance with Policy T2 of the Camden Local Plan, all 6 rooms should be secured as on- street Residents parking permit (car) free by means of a Section 106 Agreement. This would prevent the future occupants from adding to existing on-street parking pressures, traffic congestion and air pollution, whilst encouraging the use of more sustainable modes of transport such as walking, cycling and public transport. None of the existing residents will be returning to the property once it is converted and so it is appropriate to secure the rooms as car free in accordance with Policy T2. The applicant has indicated their willingness to enter into such an agreement, which is welcomed.

No comment/objection has been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, CC5, H1, H3, H4, H5, H6, H10, T1, and T2 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2023.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 6 The applicant is advised that the non self-contained units would be required to have adequate fire precautions, in line with the LACORS guidance.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate