



12 AUG 2013

CULTURE & ENVIRONMENT

Development Control and Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Our Ref: NH/DEL002/1

Date: 9 August 2013

FAO Jonathan Markwell

By post and by email: env.devcon@camden.gov.uk

Dear Sirs,


Our clients: Mr Ezio Delmi and Ms Giuliana Delmi

Re: Development at 69 Hatton Garden, London EC1N 8JT ('the Property'); Application Ref: 2010/3995/P

We are instructed by Mr Ezio Delmi and Ms Giuliana Delmi, the owners of the freehold of 25b St Cross Street, London EC1N 8UH which is adjacent to the Property, concerning the above development.

We are aware that your Department granted permission to Mr Martin Cramer and Mr Stephen Satwick for the development of the Property, subject to certain conditions specified in your Decision dated 15th April 2011.

It appears that the developers have not carried out any further work on the Property for over a month, and therefore we should be grateful if you would let us know the current state of the development.



Furthermore, over the last few months our clients and their building surveyor, Mr Rob Crowe of Howell Brooks Building Consultancy at 78/79 Long Lane London EC1, have had numerous communications with Mr Cramer about various issues regarding the development of the Property that are still causing our clients serious concern. In particular, we draw your attention to the following matters:

1. Rainwater drainage is coming from the development onto our clients' property, notwithstanding that the developers have no right or permission to do so. Our clients' surveyor has already made the position clear to Mr Cramer in recent correspondence; however, so far Mr Cramer has not replied to the surveyor's last email of 23rd July 2013 and this matter needs to be addressed urgently. Please find enclosed a copy of the emails exchanged between Rob and Martin from April-July 2013 on this issue.
2. Privacy: the original approved plans specified that the parties' privacy would be ensured by "terrace borders planted with 2m high hedges". Instead of putting hedges, the developers constructed a 3 metre wall, as a result of which our clients have had to build a conservatory/ terraced area - this is enclosed by frosted glass and a white panel so as to ensure our clients' privacy, and in order that they do not have to face directly and in proximity a 3-metre wall. However, without permission and not in accordance with the original approved plan, the developers have constructed a terrace on the second floor of the Property which looks into the window of the staircase between the first and second floors of our clients' property, which adversely affects their privacy.

We await hearing from you at your earliest opportunity.



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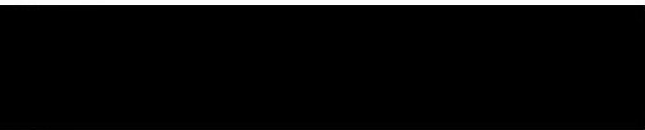
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The main roof will drain over our property but it was agreed that as your client wanted the wall built to our end wall we would have to drain the small lower roof into your clients rain water pipe which is why we agreed to spend the extra and have your clients roof renewed and asphalted.


(2)



- > Martin
- > My client asked me to attend last week to take a look at the
- > rainwater drainage arrangement. It appears that the two large flat
- > roofs above the development are draining onto the small flat roof of
- > the WC belonging to
- > 25 St Cross St and from there onto the terrace and into my clients
- > drainage system. I'd like to think that might be a temporary
- > arrangement but it looks disconcertingly permanent.
- > Obviously rainwater from the new development shouldn't be draining
- > into the adjacent property but into its own waste water runs.
- > Could you confirm the position on this as soon as you're able
- > please.

(1)

there are numerous ways we could of sorted the drainage but we agreed the way it currently is with you and your client when we agreed to renew his roof and to use the method of the final covering being asphalt, we have been more than accommodating with you and your client, the only rain water is from a small terrace, what exactly is the problem as it appears the more we give the more you want, I appreciate your clients are elderly which is why we have accepted all of his requests, I feel you need to advise him how generous and accommodating we have been, why don't you call me tomorrow so we can discuss in the first instance?



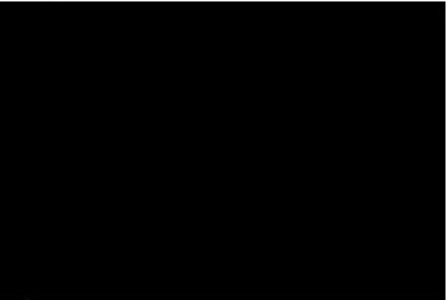
Marion

When you say this arrangement of drainage "was agreed" could you clarify how, when and with whom. There was no mention of this when I met with you on site hence it's not referred to in the email I subsequently sent to confirm what had been agreed during that meeting.

(3)

The barrier was to generate privacy for your side as much as ours and a part of the planning design, not as you imply something built purely because my client wanted it. In addition, I can't see the connection between construction of the barrier between the properties and the suggestion you therefore have to drain onto our side. There must be numerous ways in which the roof could drain into your side irrespective of this wall.

regards



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keep the communication in chain just to avoid any scope for ambiguity and to have a record of the exchanges. Also just to try to set the tone, were not trying to be contrary or difficult in this matter without good reason.

However the following points remain:

1. To my mind there was categorically no reference in any way to the proposal to drain rainwater from your development onto my client's property during our last meeting on site. Juliana and her father have confirmed that they have no recollection of this either and that no side discussions have taken place on the subject. Had there been any reference to this it would have been queried at that stage as they are clearly not happy with the arrangement and I would have felt obliged to confirm the position with them unambiguously had it come up.

2. I sent an e-mail to you following that meeting which stated its purpose as confirming what had been agreed at the meeting in order to avoid a situation where the parties may have taken different ideas away from it. I would have made reference to this issue had it have been raised and certainly had anything been agreed during the meeting. Had you felt this had been referred to or agreed during the meeting I think it reasonable to expect you to have responded to the email pointing out the omission, as you saw it, and the issue could have been cleared up at that stage.

3. My understanding of the reasoning behind your works to my client's small WC roof was primarily that you needed to change the direction in which it had always drained historically because it conflicted with the development. Specifically it would allow the wall forming your light well to be built and remove the guttering at the boundary. Again, for the avoidance of doubt, there was no suggestion of any kind of quid pro quo relating to drainage of rainwater.

4. The arrangement drains several square meters (I haven't measured but I'd guess circa 10m² from memory) of additional roof area into the rainwater drainage pipework on our side which is already taking everything within the bounds of my client's property. There is potential in deluge conditions for this to overload the existing system and cause back-ups which could flood the tenanted basement area or the small terrace roof at first floor level with consequent loss/damage. Furthermore, if accepted, it would place a potential responsibility on my client to maintain the drainage of the rainwater from your side ad infinitum.

5. Notwithstanding any of the above, the reality is that there is no right or permission in place for the rainwater drainage to come from your development onto my client's property. They are not obliged to accept this and have made it clear they are not willing to give permission. On this basis you will need to alter the arrangement. I would suggest the existing chute gutter is in filled and reformed at the other end of the wall where it can connect up with whatever drainage is being formed to drain the main roof which you've suggested is running to the drainage within the development.

Notwithstanding the fact my client is somewhat irked by the way this has been delivered as something of a fait accompli, once again I would emphasise they're not trying to be awkward here. There is no reason

2. I am not in your line hence the position.

I look forward to hearing in due course how you intend to take the
sue forward.

Regards

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(4)

Rob

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well Brooks Building Consultancy is a limited company (Registered in England No. 4110393). A list of Directors is available on request.



b

(5)

Let me remind you and your clients how the agreement went.

Our client wanted the roof of the toilet raised in order for it to work with his conservatory and we agreed to the extra expense of this along with a complete new roof over this area which also included the uncovered area between your clients and his neighbors property, we all agreed that this was a problem waiting to happen which would be difficult for our client to deal with when the conservatory was built. This was agreed as it would suit us to run the surface water through a small roof through this channel. We could have and still can run the water over the glass roof which will incur us more expense but I am flummoxed why you think we would have gone to all this unnecessary expense to have you change your minds especially when we used the very best of materials which should more than outlive your clients and alone could see us all out!!! I remind you that your clients roof was of very poor quality with a piece of corrugated sheeting which trespassed onto our property. your client would have had to change this detail to deal with the conservatory roof, I think its also fair to say that the roof in question was in need of major repair and if it was simply to be changed to a flat roof we could have used a far cheaper method. I am happy to confirm that we would be responsible for the maintenance of this area providing your client does not alter, damage or break through the ash felt.

If you are now asking for us to reduce the height of your clients roof or are you asking to keep this along with the rest of the unprotected area between your client and his neighbors property as both obviously suits the conservatory, your client and the integrity of your clients property, this would be intolerable and very unreasonable as you had agreed one way or the other, got everything you might want free of charge and now want us to incur further expense, if this is the case it will be unacceptable to us?

So I strongly suggest that you explain to your client the lengths we have gone to in order to accommodate and improve their property which was all based around the conservatory they wanted, can you explain to them that we are talking about a very small amount of run off water and it seems wrong to make this a major issue.

On your information the above was all agreed on site with myself, Steve and his son Chris, logic will hopefully sink in and we would not have incurred all of the extra expense with the current situation if it had not been agreed when we had no other cheaper options available to us.



[REDACTED]

artin

I think this just serves to further exemplify that different things were taken away from that meeting as there was never an agreement with the roof draining onto the proposed conservatory as it didn't connect under the plans we had. As stated previously the reasoning as we understood it behind the roof alteration was to accommodate the development. As mentioned in point 2 of my email, you could have raised this when I emailed following the meeting and I'm surprised that you hadn't sought to regularise this in writing if that's what you felt was agreed. The roof finish amounts to circa 1 square meter of asphalt on I'm guessing a sheet of marine ply with some flashing around. I would have thought this finish both practical and economically expedient as you had this material and operatives on site to do your roof areas in the same. I can't see that another finish would have made a substantial difference cost wise.

As to the point on trespass of the gutter, it was in position well in excess of the period required to acquire prescriptive rights to be there. The only reason the roof needed to be amended was as a consequence of the development notwithstanding general condition as it was performing at the time.

My clients have been unambiguous in that they are unwilling to accept the current position. I'm afraid I can't in good conscience professionally recommend to them they should due to the additional risks it could entail. I refer you to point 3 of the previous email.

Yards

[REDACTED]

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