

22 D Woodchurch Road, London NW6 3PN.

PLANNING STATEMENT

Revision C 28 July 2015



1 DRAWINGS ACCOMPANYING THIS STATEMENT

Existing:

375.001	Location Map	1:1250
375.003	Roof plan	1:50
375.004	Section A	1:50
375.005	Section B	1:50
375.006	Street Section	1:200
375.007	Street elevation	1:50
375.008	Photos	NTS

Proposed:

375.053	Roof plan	1:50
375.054	Section A	1:50
375.055	Section B	1:50
375.056	Street Section	1:200
375.057	Street elevation	1:50

2 TYPE OF PLANNING APPLICATION

Number 22 Woodchurch Road a detached residence dating from the 1880s which is now split into four flats. It is not Listed and it is within the South Hampstead Conservation Area.

The application is for a Certificate of Lawfulness for the roof terrace built approximately 36 years ago and used ever since .

This Application is concurrent with an Application for Planning Permission at the same address.

3 TEN YEAR EVIDENCE – Letter of 17 March 2002

Letter from the freeholder to the leaseholder of 22D referring to the previously built roof terrace. Appendix A.

4 TEN YEAR EVIDENCE – Report of 29 May 2004

Front cover of a report prepared by specialist surveyors regarding subsidence. The photograph shows the terrace in its current location and construction. Appendix B.

5 TEN YEAR EVIDENCE – Aerial photographs of 1999 and 2003

Taken from Google Earths historic search facility showing the roof terrace in its current location. Appendix C.

6 TEN YEAR EVIDENCE (+ CONTINUED USE) – Affidavit

Affidavit signed by Sally Graham and dated 22 July 2015 - Appendix D.

7. TEN YEAR EVIDENCE – CONTINUED USE

Appendix D (affidavit) confirms the size and nature of the terrace to be, today, as it was in January 2005

Appendix E is an extract from the December 2005 leasehold agreement for the purchase of flat 22D – with the statement 6 referring to the roof terrace

Knott Architects first viewed the terrace on 20 May 2015 when it was in use as a terrace. Below is a photograph taken on that day.



20 May 2015

10 SUMMARY:

Given the conclusive evidence presented here the Certificate of Lawfulness should be granted.

APPENDIX A – LETTER OF 17 MARCH 2002

Myhome Ltd.,
Flat B,
22 Woodchurch Road,
London NW6 3PN

17th March 2002

Copy

Dear Mr Levey,

REFERENCE: 22d Woodchurch Road

Following my conversations with Soren Mills and yourself, I can clarify the following points on behalf of Myhome Ltd.:

1. The company will not raise any objection to the difference in the interior plan currently and that described in the lease. Any future changes will of course have to be taken to a Directors meeting before any works take place.
2. The maintenance of the conservatory roofs in both flat 22a and 22b have previously been considered part of the general maintenance costs of the building. Similarly, the flat roofs used by flats 22c and d are also 'joint roofs' when the general maintenance of the building is carried out. However, it is also Company precedent that any costs relating to the use of part of the roofs used as terraces in flats 22c and d are borne by the owners of those individual flats. Any damage to the general roof structure caused by the use as a terrace (such as too much weight due to people or objects) or damage caused by any materials used in the construction of the terrace (for example damage caused by the decking, railings, tiles etc even if due to wear and tear) must be borne solely by the owners of the respective flats.
3. With the conditions regarding the liability for repairing damage to the roof if used as a roof terrace as mentioned above, the Company has no objections to the roof being used a terrace above flat 22d. Please note however that the Company was not consulted prior to the terrace being built, and can take no responsibility for its planning or construction. The owners of Flat 22d must have adequate insurance to cover any personal injury claims resulting from injury due to the Terrace.

I would be delighted to talk to the Purchasers directly as this may reassure them regarding the state of the building and the Company's future plans.

Yours sincerely,


Dr Saul Faust, Company Secretary

ADDENDUM TECHNICAL REPORT

Crawford Reference: [REDACTED]

**Myhome Ltd
22 Woodchurch Road
West Hampstead
London
NW6 2PN**



prepared for

**Royal & Sun Alliance
1 St Johns Centre
Albion Street
Leeds
West Yorkshire
LS2 8LG**

Claim Reference [REDACTED]

SUBSIDENCE CLAIM

DATE 29 May 2004

Crawford and Company

NATIONAL SUBSIDENCE UNIT

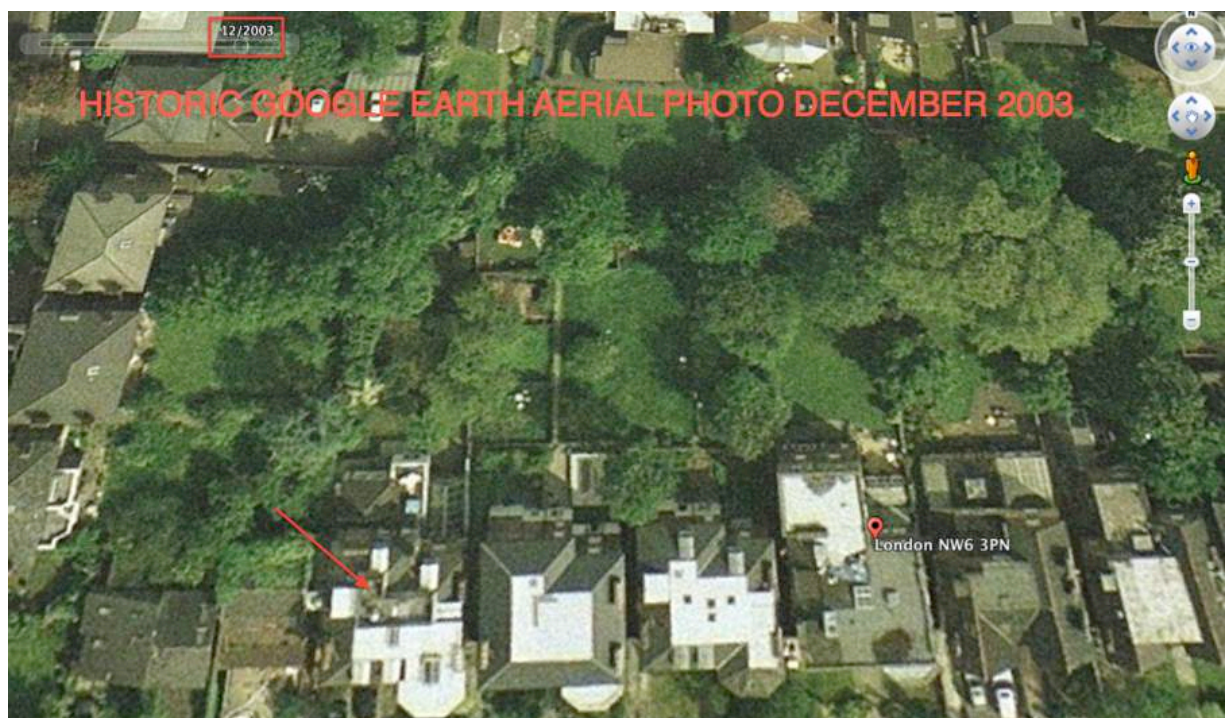
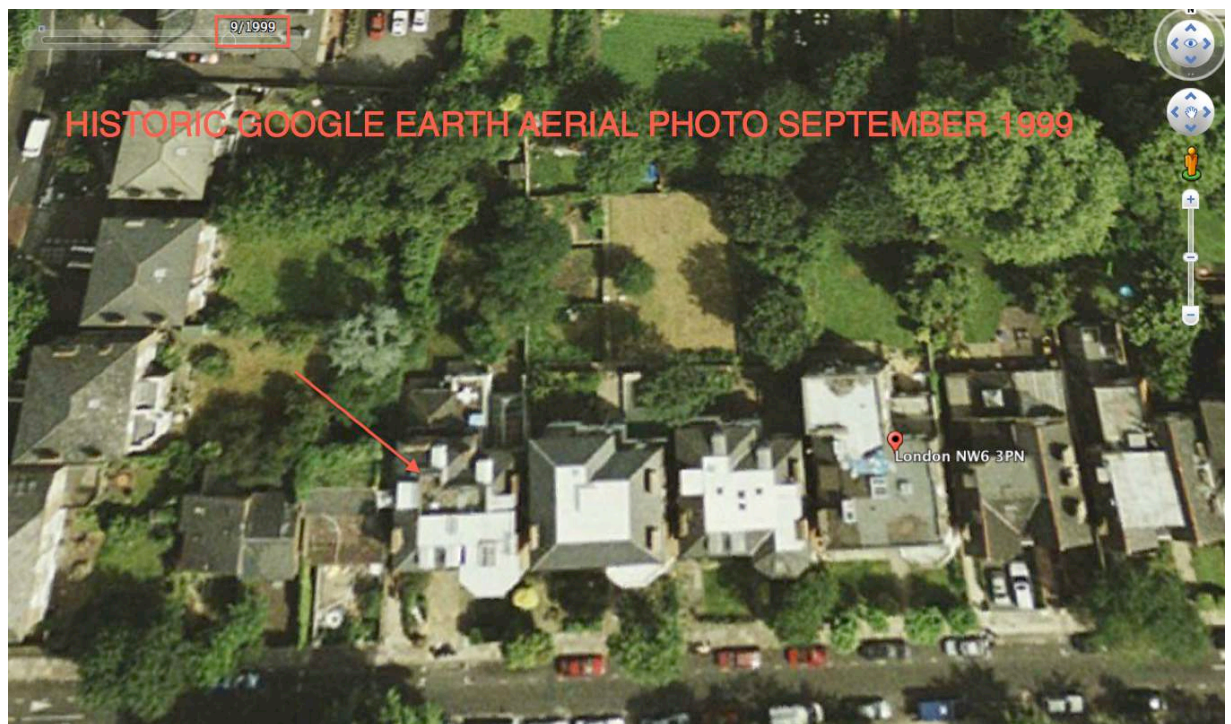
30 St Paul's Square, Birmingham, B3 1QZ

Tel: 0870 400 0475

Fax: 0870 400 0476

E Mail subsidence@crawford-thg.com

APPENDIX C – AERIAL PHOTOGRAPHS 1999 AND 2003



APPENDIX D - AFFIDAVIT

AFFIDAVIT

Re: Application for a Certificate of Lawfulness relating to the roof terrace at Flat D, 22 Woodchurch Road

I, Sally Graham, of 5 MAIDENHEAD COURT PARK MAIDENHEAD
make oath and say as follows:- SL6 8NN

- 1) I am the owner of Flat C, 22 Woodchurch Road, which occupies the floor immediately below Flat D.
- 2) I purchased Flat C on 19TH JANUARY 2005 and became a Director of the company that owns the freehold for 22 Woodchurch Road on 19TH JANUARY 2005
- 3) At the time I purchased Flat C, there was already a roof terrace, roof terrace railings (including a lattice fence) and access to the roof terrace in existence at Flat D.
- 4) The roof terrace as it exists now does not appear any different in size, construction or otherwise to how it was when I purchased Flat C.

SIGNED:


Sally Graham

SWORN AT Senate House 62/70 Bath Road Slough
this 22nd day of June 2015
before me, July


], Solicitor

OWEN WHITE
Solicitors
Senate House
62-70 Bath Road
Slough
Berkshire SL1 3SR

Schedule 2 The Rights

1. SHELTER AND PROTECTION

The right of support, shelter and protection from other parts of the Building, to the extent existing at the date of this lease.

2. ACCESS TO AND FROM THE PROPERTY

A right of way for the Tenant and all persons authorised by the Tenant at all times on foot only, or with vehicles where appropriate, over and along those parts of the Common Parts which afford access to and egress from the Property. Provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Property by giving notice to the Tenant.

3. USE OF RETAINED PARTS

The right for the Tenant and all persons authorised by the Tenant:

- (a) to keep and use a dustbin in the Refuse Area for the purpose of depositing normal domestic rubbish and the right of access to and from the Refuse Area at the front of the Building which forms part of Flat 22A;
- (b) to use any part of the external areas forming part of the Common Parts for normal quiet recreational purposes only;

4. SERVICE MEDIA

The right to use and to connect into any Service Media in the Building that serve the Property and which are in existence at the date of this lease or are installed or constructed during the period of 125 years from the commencement of the Term (provided that the Landlord may, at its discretion, re-route or replace any such Service Media at any time and the right shall then apply in relation to the Service Media as re-routed or replaced).

5. ACCESS TO OTHER PARTS OF THE BUILDING

The right to enter other parts of the Building with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

6. ROOF TERRACE

The exclusive right to use the roof terrace above the roof of the Building shown edged red on the plan of the third floor on Plan 1 subject to complying with any reasonable requirements of the Landlord as to the manner of its use