

DATED

18 July

2015

(1) HOCK TEK CHOO and  
TECK MOY CHOO

and

(2) TECK MOY CHOO

and

(3) LLOYDS BANK PLC

and

~~(4) NRAM PLC~~

and

(4) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as  
119 & 121 MALDEN ROAD  
LONDON NW5 4HS  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/FP/1781.442 (2015/4101/P)  
Final 9.12.2015



THIS AGREEMENT is made the 18<sup>th</sup> day of July

2016

**B E T W E E N:**

- i. **HOCK TEK CHOO and TECK MOY CHOO** of 119 and 121 Malden Road St Pancras London NW5 4HS (hereinafter called "the First Freeholder") of the first part
- ii **TECK MOY CHOO** of Meadowside Maulden Bedfordshire MK45 2EA (hereinafter called "the Second Freeholder") of the second part
- iii **LLOYDS BANK PLC** (Co. Regn. No. 2065) of Pendeford Securities Centre Pendeford Business Park Wobaston Road Wolverhampton WV9 5HZ (hereinafter called "the ~~First~~ Mortgagee") of the third part
- ~~iv **NRAM PLC** (Co. Regn. No. 3273685) of Croft Road Crossflatts Bingley West Yorkshire BD16 2UA (hereinafter called "the Second Mortgagee") of the fourth part~~
- ~~iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part~~

**1. WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 240768 subject to a charge to the ~~of~~ First Mortgagee.
- 1.2 The First Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Second Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 254940 ~~subject to a charge to the Second Mortgagee.~~
- 1.4 The Second Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.5 The First Freeholder and Second Freeholder shall hereinafter be collectively referred to as "the Owner".

1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 31 July 2015 and the Council resolved to grant permission conditionally under reference number 2015/4101/P subject to conclusion of this legal Agreement.

1.7 The Council is the local planning authority for the purposes of the Act 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.

1.8 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

1.10 <sup>K 650</sup> The ~~First~~ Mortgagee as mortgagee under a legal charge registered under Title Number 240768 and dated 10 April 2003 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

~~650 f~~ 1.11 ~~The Second Mortgagee as mortgagee under a legal charge registered under Title Number 254940 and dated 2 July 1999 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.~~

~~650 f~~ 1.12 ~~The First Mortgagee and Second Mortgagee shall hereinafter be collectively referred to as "the Mortgagee".~~

## 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" conversion of 119 Malden Road (2x self-contained flats) and 121 Malden Road (HMO bedsits) into 6x Self Contained Flats (1 x 3 bed; 2 x1 bed & 3 x 2 bed); additions and alterations to include mansard roof extensions, rear alterations and creation of front lightwells at both properties as shown on drawing numbers (1609.01.) 00; 01; 02; 03; 04; 05; 06; 07 (1609.02.) 01 G; 02 F; 03 G; 04 G; 05 I; 06 F; 07 G; 08 H;

2.4 "the Highways Contribution" the sum of £7925.94 (seven thousand nine hundred and twenty five pounds and ninety four pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

(a) repaving footway adjacent to the site at 119 & 121 Malden Road; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting

this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.5 "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

2.6 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.7 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.8 "the Parties"

mean the Council the Owner and the Mortgagee

2.9 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 31 July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/4101/P subject to conclusion of this Agreement

2.10 "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

- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 119 & 121 Malden Road London NW5 4HS the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.14 "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
- 2.15 "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

3. **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 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, 7, 8 and 9 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 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 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a

Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.1.3 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 of this Agreement.

## 4.2 **HIGHWAYS AND STREETWORKS CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.2.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 Planning Permission 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 the Planning Permission reference 2015/4101/P the date upon which the Development is 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 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.

5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/4101/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2015/4101/P or by Electronic Transfer directly to the National Westminster Bank of Hampstead Village, London quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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, Placeshaping Service, Urban Design and Development Team , 2<sup>nd</sup> Floor , 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/4101/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 on written demand 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 or the Mortgagee 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. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
HOCK TEK CHOO  
in the presence of:** )  
)  
)



.....  
**Witness Signature** *Loduliu*

**Witness Name** *Loudes C. Dulin*

**Address** *Art. 42 Globe View 10 High Timber St. London EC4V 3PL*

**Occupation** *Domestic Worker Supervisor*

**EXECUTED AS A DEED BY  
TECK MOY CHOO  
in the presence of:** )  
)  
)



.....  
**Witness Signature** *Loduliu*

**Witness Name** *Loudes C. Dulin*

**Address** *Art. 42. Globe View 10 High Timber St. London EC4V 3PL*

**Occupation** *Domestic Worker Supervisor*

[CONTINUATION OF S106 AGREEMENT IN RELATION TO 119 & 121 MALDEN ROAD  
LONDON NW5 4HS – 2015/4101/P]

EXECUTED as a Deed  
By LLOYDS BANK PLC  
by  
in the presence of:-

SIGNED AS A DEED	
BY JISA JANE PACKHAM as authorised signatory for Lloyds Bank in the presence of (signature of witness)	} Per Pro Lloyds Bank
<i>J. A. Taylor</i> Wobaston Rd, Wolverhampton WV9 5HZ	

.....

~~EXECUTED as a Deed~~ )  
~~By NRAM PLC~~ )  
~~by~~ )  
~~in the presence of:-~~ )

.....

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

*R. Alexander*

.....

Authorised Signatory







**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

Nicolas Tye Architects  
The Long Barn Studio  
Limbersey Lane  
Maulden  
Bedfordshire  
MK45 2EA

Application Ref: **2015/4101/P**

03 November 2015

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:  
**119 & 121 Malden Road**  
**London**  
**NW5 4HS**

**DECISION**  
Proposal:  
Conversion of 119 Malden Road (2x self contained flats) and 121 Malden Road (HMO bedsits) into 6x Self Contained Flats (1x3bed; 2x1bed & 3x2bed); additions and alterations to include mansard roof extensions, rear alterations and creation of front lightwells at both properties.

Drawing Nos: (1609.01.) 00; 01; 02; 03; 04; 05; 06; 07  
(1609.02.) 01 G; 02 F; 03 G; 04 G; 05 I; 06 F; 07 G; 08 H;

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:  
(1609.01.) 00; 01; 02; 03; 04; 05; 06; 07  
(1609.02.) 01 G; 02 F; 03 G; 04 G; 05 I; 06 F; 07 G; 08 H;

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including elevation, plan and section drawings at a minimum 1:50 scale of the proposed front lightwell railings.

b) Details including elevation, plan and section drawings at a minimum 1:50 scale of the proposal balustrades at roof level together with details of proposed materials and design,

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 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).

- 5 The flat roofs above the rear ground and first floor extensions shall not be used as terraces and shall only be accessed for maintenance purposes.

Reason: To safeguard the amenity of surrounding neighbours in accordance with the London Borough of Camden Local Development Framework Core Strategy policies CS5 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 You note that existing timber sash windows are to be replaced. Please note that planning permission will be required for replacement windows which are not of a matching material, style and opening method
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 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 are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid

when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

## 5 Reasons for granting permission.

### Land use

121 Malden Road is currently a licensed HMO with a maximum occupancy of 4 people. The property is considered to be a substandard HMO and is subject to an improvement notice and restrictions on future use. One of the rooms has a prohibition order (which prohibits future occupation) and two of the other rooms are substandard due to their small size.

If the room with the prohibition order was improved there would likely be a maximum of 5 people allowed under the HMO licence. Therefore the property is considered to have a C4 use class from a planning perspective.

The GPDO (as amended) allows for C4 use class properties to be converted to C3 use class (self contained dwellings) under permitted development rights. Therefore the change of use of 121 is considered to be permitted development. 119 Malden Road is laid out as a ground/basement floor flat and a first/second floor flat.

Housing is regarded as the priority land-use of the Local Development Framework, and the Council will make housing its top priority when considering the future of unused and underused land and buildings. As such the provision of new residential accommodation is compliant with policies CS6 and DP2 if it meets the Council's residential development standards and does not harm local amenity.

Policy DP5 seeks to ensure that all residential development contributes to meeting the priorities set out in the Dwelling Size Priorities Table, the table identifies 2 bedroom market homes as being very high priority with 1 bedroom and studio flats being a lower priority and 3 bedroom properties being a medium priority. The council aims for at least 40% of all new market housing to be 2 bedroom given its high priority status.

The proposal is considered to provide a good mix of unit sizes with 3x2bed, 2x1bed and 1x3bed units being provided in total. 50% of the total number of units would be 2 bedroom and a family size unit will be provided at ground floor level. The scheme is therefore considered acceptable on these grounds.

### Residential development standards

The proposed flats range in size from 33sqm for a 1bedroom flat to 79sqm for the 3bed flat. With bedrooms ranging from 8sqm to 14sqm which is compliant with Camden's residential development standards and the London Plan

Each flat would have a separate kitchen and living room. The flats would be dual-aspect with good sunlight and natural ventilation. Although the bedrooms on the lower flats would be at basement level with the front bedrooms receiving light via a lightwell, access to daylight is considered to be adequate, furthermore the lower flats are spread across two floors and both have access to outdoor space

The lower flats and the top floor flats in each property would have access to some outdoor amenity space, in the form of small yards at lower level and roof terraces above. The two 1bed flats at first floor level do not benefit from outdoor space. The applicant initially proposed balconies for these properties, however they were not acceptable as they would have had an unacceptable impact on the amenity of adjoining neighbours. Whilst it is unfortunate that the 1bed flats do not benefit from outdoor space, given the physical constraints of the site it is considered to be adequate in this instance.

Policy DP6 requires all new residential accommodation, including conversions, to meet Lifetime Homes standards. Lifetime homes and wheelchair housing standards have now been replaced with national standards in Building Regulations. Therefore this matter now falls under Building Regulations.

## 6 Design

The proposal would see lightwells re-opened at the front of each property; some minor extensions at first floor rear level and the erection of a mansard roof on each property.

When viewed in the wider context the two properties stand out as not having from lightwells or railings. These features are characteristic of the area and the proposal would see these reinstated. This is welcomed by Camden Planning Guidance and it is considered that they will help to harmonise the appearance of the streetscene. In order to ensure appropriate railings are installed a condition will be added requiring details be submitted and approved prior to installation.

To the rear the existing closet wing would be slightly increased in height at ground and first floor level to accommodate the new flats. The increase in height at ground level would be approx. 1m and at first floor level it would be 2m. The depth of the extension would not be increased; the modest increase in height would not impact upon the appearance of the host building or on the amenity of neighbours.

Matching mansards are proposed on each property, they would broadly comply with CPG in terms of design, being set back from both the front parapet and rear butterfly roof profile. Of the 8 buildings in this terrace, 4 have mansard style extensions, albeit with rooflights rather than dormers to the front elevation and an upright rear façade - the proposal would be in line with this. A recent application at 127 Malden Road (2013/4020/P) further established the principle of this type of mansard in the terrace. The neighbouring property at the corner of Grafton Terrace and Malden Road also contains a mansard roof with traditional dormers. Within this context the principle of mansard roofs has adequately been established.

To the rear each mansard would contain a small terraced area, set back into the roof slope. These would not be visible from the public realm nor would they be overly visible from surrounding properties. There are a number of similar terraces within close proximity, and the proposed terraces are not considered to be harmful to the character or appearance of the rear building elevations.

#### Amenity

There will be limited, if any, impact on their amenity beyond what is currently possible from the existing properties.

The proposed extensions are modest in size and would not block out light or affect outlook to the detriment of residents as they are set back from the boundary. There would be no new windows created from basement to second floor level, therefore no additional overlooking would be caused. At roof level the terraces would be set back behind the parapets and a balustrade and would not cause an undue level of overlooking given their scale and position.

## 7 Transport

#### Car free

The site has a PTAL of 4 and is located in the West Kentish Town: Outer controlled parking zone (CA-L) which operates between 0830 and 1830 hours on Monday to Friday, which indicates that it has a good level of accessibility by public transport. A car free development therefore needs to be secured as a Section 106 legal agreement. This would ensure that the proposal to be in accordance with Core Strategies CS11 and CS19 and Development Policies DP18, DP19 and DP21.

In accordance with The London Plan, a development of this nature would typically be required to provide a minimum of one cycle storage/parking space per bedroom. In this instance, an area for cycle parking spaces has been indicated within the entrance halls, there would not be sufficient space to comply with the London Plan requirements. However, residents of the lower flats could store their bikes within their properties leaving space for the residents above. Given the very tight constraints of the site there is little opportunity to install the required amount of cycle storage without severely impacting upon the amount and mix of units. It is therefore considered that in this instance the cycle storage space provided is adequate.

The proposal would involve limited conversion and construction works. It is therefore considered a Construction Management Plan is not needed in this instance.

#### Waste

No communal refuse store has been proposed as part of the development, however the proposal is for three units within each address and each unit would contain a suitably sized kitchen to accommodate waste storage. It is therefore considered acceptable for waste to be stored within the units for kerb side

collection, as appears to be the case along the entire street.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

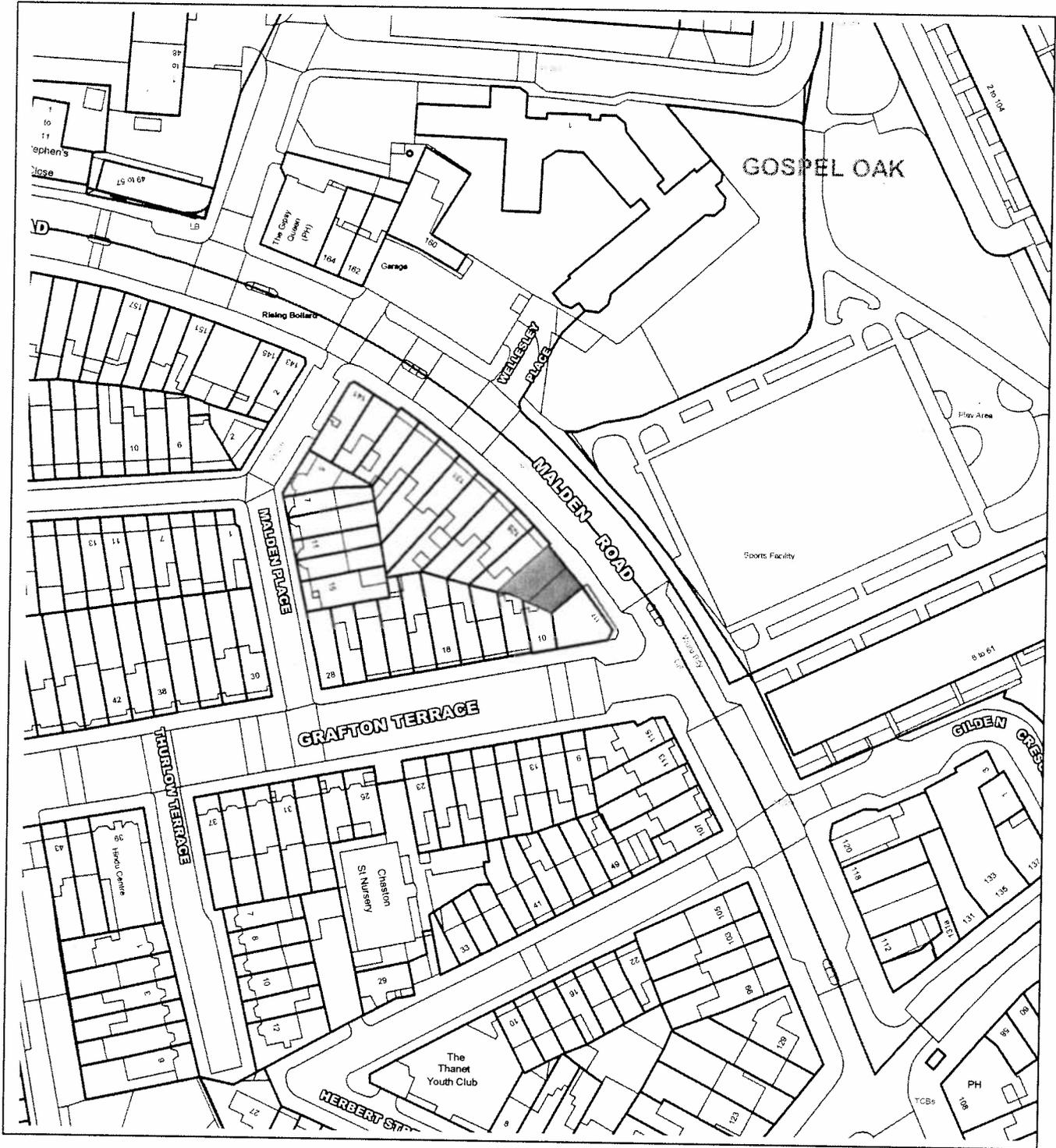
Culture and Environment Directorate

**DRAFT**

**DECISION**



# 119 & 121 Malden Road, London NW5 4HS



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DATED

18 July

2015 <sup>HS</sup> <sub>ES</sub>

(1) HOCK TEK CHOO and  
TECK MOY CHOO

and

(2) TECK MOY CHOO

and

(3) LLOYDS BANK PLC

and

~~(4) NRAM PLC~~

and

<sup>ES</sup> (4) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**

relating to land known as  
119 & 121 MALDEN ROAD  
LONDON NW5 4HS

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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