

COUNCIL ENFORCEMENT NOTICE EN17/1284
REFERENCE: APP/X5210/C/18/3193167
PUBLIC INQUIRY ON 11th December 2018

	DESCRIPTION	DATED
	Statement of Case	September 2018

**STATEMENT OF CASE ON APPEAL OF APPELLANT FROM CAMDEN
COUNCIL ENFORCEMENT NOTICE EN17/1284
REFERENCE: APP/X5210/C/18/3193167**

I set out as follows the Statement of Case on Appeal of the appellant Jita Lukka. Bren Cottage, Vale of Health, London NW3 1AU to Enforcement Notice of Camden Council EN17/1284 dated 14 December 2017 which requires me to 1. Completely remove the one - storey dwelling house from the site and 2. Make good the site following the completion of the above works. This Statement of Case with the content of my Statutory Declaration (signed exhibit number B) the content of which is appended to this Statement for ease of reference should be read in conjunction with the appellant's Exhibits A - L.

1. Contrary to that which the LPA have conveyed in their Enforcement Notice this building is a substantial residential structure built in 2005 as evidenced by the Statutory Declaration of Robert Litvoi dated 31 March 2017 (Exhibit A) and has been in continuous residential use by Mr Litvoi until January 2017 and then taken over in the same residential capacity by the appellant from 29 March 2017. Further corroboration of the status of this building which started life in 2004 as a maintenance shed is provided by the content of the appellant's Statutory Declaration dated 14th September 2018 (Exhibit B). The article in the Camden New Journal dated 15th September 2016. (Exhibit C) The up to date report of Chris Cox dated July 2018 (Exhibit D) The video and photo evidence of Robbie Litvoi living there (Exhibit E) The evidence of Tony Covey Architect and Surveyor (Exhibit F). The A3 Photo survey compiled in February 2017 (Exhibit J). The eviction letters and documents. (Exhibits K).
2. Great care was taken by my architect Tony Covey in the preparation of Robbie Litvoi's Statutory Declaration in order that no risk was taken of any misinterpretation of that which Rob Litvoi wished to convey. Tony Covey consulted continuously with Rob Litvoi and his sometime representative Alicia Logan who was checking the document for him. Rob Litvoi handed me the documents relating to his eviction notice and asked that the Declaration he was to make incorporated such evidence from his defence of those proceedings which confirmed that he had lived there continuously from 2005. I have explained this more fully in SD 7 of my Statutory Declaration Exhibit B. Ergo the veracity of the content of Rob Litvoi's Statutory Declaration (Exhibit A) is further supported by the letters and eviction documents referred to above and produced now in Exhibits K.
3. This is the appellant's home and it is argued that her residential status and the structure of her home are protected in terms of their being immune from enforcement under the 4 year time bars provided by 171 (b)1 for operational development and 171 (b) 2 for change of use as a single dwelling house. It is submitted by the appellant that as a matter of law the above provisions of the Town and Country Planning Act as amended by The Planning and Compensation Act 1991 implementing the recommendations of the Carnwath Report defeat the enforcement Notice. Court of Appeal. Arun District Council v First Secretary of State (2006) EWCA. Civ 1172. PLCS 192. Lord

Carnwath was one of the three judges on Appeal. Ground A has not been pleaded and the appellant is persuaded that this appeal should be determined not by the planning merits of any development which has taken place but simply the immunity from enforcement provided by the four year time bar as above. The LPA have had adequate opportunity to enforce against any development and residential use from 2005 -2009.

182 | Estates Gazette 30 September 2006

PLANNING NOTES PRACTICE & LAW Section 171B of the Town and Country Planning Act has been clarified by the Court of Appeal. By Martin Edwards and John Martin Four years in which to enforce □ One specific breach of condition may attract the four-year time limit □ That is where the breach results in a change of use to a single dwelling house The amendments made by the Planning and Compensation Act 1991 to the regime of enforcement of planning control were intended to give effect to the recommendations set out in Enforcing Planning Control (HMSO 1989). This report, commissioned by the government, was written by Robert Carnwath QC (as he then was). An important point of construction on the statutory time limit for enforcement in one particular instance recently came before the Court of Appeal. As a member of the court, Carnwath LJ was able to highlight both the mischief to which the amendments were addressed and the general policy objectives. Court of Appeal decision In Arun District Council v First Secretary of State [2006] EWCA Civ 1172; [2006] PLSCS 192, the authority had, in 1988, granted planning permission to the landowner for an extension to her house. One of the conditions imposed was that the extension should be occupied only by a named dependant relative. A further condition provided that, upon vacation by that relative, the extension should at all times be used for purposes incidental to the use of the house as a single dwelling house, and should not be occupied or disposed of as separate residential accommodation. The extension was built but never occupied by the relative. Until 1996, it was used as part of the house. Thereafter, it was let to students, who occupied it as separate living accommodation. In 2004, the authority issued an enforcement notice alleging a failure to comply with a condition. The Court of Appeal had to decide whether the time limit for enforcement action, in the case of a breach of condition resulting in a change of use of a building to use as a single dwelling house, was four years under section 171B(2) of the Town and Country Planning Act 1990 or 10 years under section 171B(3) of that Act. (If the former, the authority had issued the enforcement notice out of time.) Section 171A of the Act defines a breach of planning control as carrying out development without planning permission or failing to comply with a condition or limitation subject to which planning permission had been granted. Section 171B(1) imposes a four-year time limit where the breach of planning control consists of the carrying out of operational development. Section 171B(2) provides: "Where there has been a breach of planning control consisting in the change of use of any building to use as a single dwelling-house, no enforcement action may be taken after the end of the period of four years beginning with the date of the breach." Section 171B(3) states: "In the case of any other breach of planning control, no enforcement action may be taken after the end of the period of ten years beginning with the date of the breach." (Some commentators have referred to the 10-year period as applying to all other changes of use and to breaches of condition.) Auld LJ held, and Sedley and Carnwath LJJs agreed, that the time limit in this case

was four years under section 171B(2). He saw that as being consistent with a legislative intention to protect occupiers of such dwelling houses after four years of breach, whatever the nature of that breach. (A longer period could result in serious hardship, including the loss of a home.) In his view, there was a happy synthesis of legislative construction, legislative history, governmental understanding and decided cases that recognised this clear legislative intent. It would be illogical for there to be a different period of enforcement, in such a case, depending upon whether the breach of planning control involved a failure to comply with a condition as well as, or instead of, development without the required planning permission. It would be similarly illogical for the time limit to depend upon whether the authority formulated its enforcement notice on the basis of non-compliance with a condition or impermissible development. Correct time limit Carnwath LJ noted that section 171A defines "a breach of planning control" as development without planning permission or a breach of condition. "Breach of planning control" in section 171B(2) is naturally read as including either type of breach. This decision confirms that, on a correct construction of section 171B, the time limit for taking enforcement action against any breach of planning control resulting in the change of use of any building to use as a single dwelling house is four years. This is so irrespective of whether the breach entails the carrying out of development without the necessary planning permission, a breach of condition or a combination of these.

Martin Edwards is a specialist planning barrister in 39 Essex Street Chambers and John Martin is a solicitor and director of property law research at Pinsent Masons 182 | Estates Gazette 30 September 2006 Section 171A defines "a breach of planning control" as development without planning permission or a breach of condition. Section 171B(2) includes either type of breach.

Martin .H. Goodall LARTPI 8 December 2014. *"If it has been considered that there has been a material change of use so that a separate private dwelling has been created then it is the four year rule that applies. This applies even if the creation of a separate dwelling results from a breach of condition (see Arun case) "*

16 March 2012

"The 4-year rule"

The press have recently picked up on a case in Mole Valley District in Surrey, where the Council has granted a lawful development certificate for a dwelling 'hidden' in woodland in the district. It seems that the neighbours and some local councillors are not happy about this.

As in all cases of this type, the dwelling became immune from enforcement and therefore lawful because it had been continuously occupied as a dwelling for four years. The rule is quite straightforward. If a building is equipped with the essential facilities required for day-to-day domestic existence, so that it can genuinely be described as a dwelling, and it is continuously used as a dwelling for at least four years, then its occupants are entitled to apply for a Lawful Development Certificate. The dwelling would be lawful even without the certificate if the qualifications have been met; the certificate simply confirms the existing position "

Thursday, 23 January 2014 "

I turn now to the change of use of a building to use as a single dwelling, to which the 4-year rule applies under section 171B(2). What this sub-section actually provides is that where there has been a breach of planning control consisting in the change of use of any building to use as a single dwellinghouse, no enforcement action may be

taken after the end of the period of four years beginning with the date of the breach. Thus, apart from the different time limit for enforcement action, this provision is precisely the same in its wording and effect as section 171B(3) relating to other changes of use ".

4. The concrete barrier structures to which the LPA allude were movable structures which were placed on site prior to the appellant's purchase 29 March 2017. It can be argued that they did not require planning consent given their status as movable since they did not constitute operational development within Section 55 (1) TCPA 1990. This notwithstanding I did all I could to cooperate with the LPA. See correspondence Exhibits G.
5. The neighbour reports and site visit report dated 5 September 2017 to which the LPA allude as the construction of a new dwelling were in fact refurbishment works and the extent of that refurbishment work is corroborated by the report of the appellant's architect see (Exhibits F). The reality of the position at the site visit meeting 5 September 2017 attended by my adviser is that the case officer witnessed the presence of an extant structure refurbished and not a newly constructed building as he alleges to be the case. I had attached the caravan temporarily to the structure whilst refurbishment works were being effected and I informed the case officer of my so doing. When it was completed I detached the caravan and notified the case officer that I had done so. Once detached a black electric cable had been attached from the Caravan to the brick sheds. The Case Officer had been invited were he in any doubt to serve a Planning Contravention Notice (See Exhibit G). He elected not so to do and relied instead on the most tenuous information provided by those afflicted with a malicious grievance. See Exhibits H.
6. I have referred to the video evidence in my Statutory Declaration the content of which is appended to this Statement of Case for ease of reference at 8 below but the sworn document is as Exhibit B.
7. Once I had purchased the site known as South Fairground Site on 29 March 2017 I took immediate steps through the VOA to have my residential council tax assessed and payment details and correspondence are produced in Exhibits I.

8. Content of: STATUTORY DECLARATION

I Jita Lukka of Bren Cottage, Vale of Health, London NW3 1AS solemnly and sincerely declare as follows:-

- SD 1** I purchased the South Fairground site in 2017 and completed on 29 March. I moved in immediately to the existing house which was run down and had been ransacked during the purchase process and I did so by attaching the caravan to the house whilst restoration work was being effected.
- SD 2** I spent the majority of my life growing up around Hampstead Heath and in recent years walking through the park enjoying the peace away from the city.

Most days always admiring the property on the edge of Vale of Health and dreamt of living there one day. For years I had been asking the owner of the North Fairground site if he could provide me details of the owner of the South Fairground site but he would not tell me. Two years prior to buying the South Fairground site, I had made enquires to see if I could locate the owner but found it was an overseas company. I knew the property was lived in but gates had a lock in so I could not enter to ask. By chance in early 2016, I saw a gentleman, by the name of David Southwell, come out of the corner of the site. Seen at the party at Robbie Litvoi's house in the video evidence provided (Exhibit E as in my Statement of Case). He told me he was a pensioner who had lived in a caravan for 6 years next to the house Robert Litvoi had built. I told him I was interested in the property to live in and do my art. David informed me Robbie Litvoi had very much made a home there and had no intention to leave. David told me one of the caravans had become vacant and for a small amount of rent to Robbie, I could rent it. David paid rent to Robbie Litvoi as did some others who lived there. He showed me around. We became friends and kept in touch. In September 2016, David contacted me to say Robbie Litvoi had received notice to leave and would introduce me to him who had the owner's details.

SD 3 Robbie Litvoi was very welcoming and open. He told me he had been living there for over 12 years and began building the house surrounded by trees. Robbie Litvoi said he was sad to go but was grateful to have been given the opportunity to live there. Robbie made a statement in this respect to Camden New Journal in September 2016. (See Exhibit C as in my Statement of Case). Robbie showed me around his home. I made several visits there before he left in early January 2017.

SD 4 Robbie at great length explained the running of his house. He told me he had a cable running from the North Fairground site that connected the electricity in his home. There was a water standpipe on the western corner of the site on the wall of Spencer House that he used to fill up what I saw as a massive water storage tank next to his front door entrance. He bathed often in the Hampstead ponds or there was an outdoor shower connected behind one of the caravans. He used the communal toilet. He had broadband connected by using one of the IP address of a nearby neighbour who lived on the North Fairground site.

SD4/A It is wholly untrue for the LPA to suggest he didn't live there all year around including winter and all seasons because he did and he confirmed this to Tony Covey my architect. Robbie had told me he had had a wonderful life there where his daily life was filled with activity. As well as his daily chores, from meditation to yoga and Tai Chi, he read extensively and his biggest passion being music where friends came to his home all the time to play and create music. That is why Robbie stated he never had any reason to leave his paradise home.

SD 5 Robbie realised instantly that I was someone who wanted to live a simple, peaceful life in a house like his and he suggested the caravan/awning next to his house would be ideal to do art as there was light in there all year around.

He gave me the owner's details almost immediately at our first meeting. Robbie said he liked me and found my intentions were genuine. I had said to Robbie that it would be wonderful if he could continue living there but there was only the one house which he had built. (This statement innocently made was to return to haunt me on 21 April 2017 as I describe later). I wanted to go about things legitimately. Rob said he accepted he couldn't stay there but he wanted me to be successful in purchasing the site. He said he was a devout Buddhist and believed that what you sow is what you reap and as much as it saddened him to leave he wanted to help me as much as possible. He said he had many sessions with local people doing Nichiren, Buddhist meditation, at his home and even taught me to chant so that I could realise my dream of acquiring the house he had built in 2005. I had no idea at this stage of the value of the site and perhaps naively I thought I would buy it given the chaos and condition of the site as a whole for far less than the purchase price eventually agreed with my brother.

- SD 6** I made several visits to Robbie's house whilst he was in the process of packing and before he left at the beginning of January as it took him longer to move the insurmountable things he had accumulated over the years and he was awaiting to collect a new passport.
- SD 7** Robbie Litvoi had planned to move to Wales where he was house sitting for a friend and from there maybe to Germany where his mother lived or to India where he said he lived in the mountains and learnt about Buddhism. Due to the uncertainty of Rob's future, I had asked if he would sign a Statutory Declaration in case of unexpected problems I might encounter and I couldn't reach him. He was forthcoming and willing to help as long as I got the documents across to him to Wales as he had no plans to return to London. There was and has been no money paid to Robbie for doing the Statutory Declaration. He simply wanted to help me. I did pay for the Statutory Declaration to be sworn and also for Alicia Logan to take the document to Wales. I paid also for it to be prepared by Tony Covey my architect who took great pains to see that it conveyed only that which Rob Litvoi wanted to state including the evidence of his defence to the eviction proceedings which he insisted should be included. Some of the points made in his Statutory Declaration were also conveyed to the Camden Journal in the article produced at Exhibit C as in my Statement of Case. Tony Covey liaised with Rob Litvoi and his friend and sometime assistant Alicia Logan who checked the wording and every other detail constantly with him. The record of their having done so is evidenced by the diverse correspondence produced in Exhibits K (as in my Statement of Case).
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- SD 8** Before Rob left in January 2017; he had taken photographs and made videos In December 2016 which he gave me as a gift. At the time I saw it as a memento of Robbie Litvoi's life but now due to circumstances I submit them as evidence (see Exhibit E as in my Statement of Case).
- SD 9** Robbie rarely went out and he had no reason to leave for any period of time. He lived there continuously. He was living there rent free, ensuring the

maintenance and security of the property, keeping vermin out by having cats as he states in Camden New Journal (Exhibit C as in my Statement of Case) A place of refuge where he could practice his Buddhist faith, Nichiren and which he mentions to a visitor in one of the videos (Exhibit E as in my Statement of Case) and presence of a temple in his home. Besides as a musician he had no reason to leave his extensive and expensive range of electric instruments unattended.

SD 10 The photographic/video evidence (Exhibit E as in my Statement of Case) conclusively confirms a home manifestly lived in. Robbie Litvoi had connected his home to electricity as can be seen by electric wiring and insurmountable amount of sockets connected to his stereo, lights, extensive musical instruments, synthesisers, amps, hot plate in kitchen, stereo, desk top computer to name a few. He collected water from an onsite standpipe. A massive water storage tank was found next to his house when I took occupation. The brick sheds had toilet facilities as well as a toilet shed next to his house as he confirms in his Declaration. There are pictures of gas bottles on site and gas burner connected in his kitchen. The mobile phone and computer was connected to Wi-Fi.

SD 11 The videos and photos taken in December 2016 show the extent of the house structure from all angles outside and inside with Robbie very much at home in it. It shows Robbie lived there in the winter months with him chopping wood, lighting and burning his stove, lack of foliage on trees, making comments about the changes in weather conditions. There is evidence of Robbie standing on the roof of his home clearly in winter giving view to all his surroundings including Spencer House, houses on the Vale of Heath, North Fairground Site, Vale of Health pond, caravans and structures on site and his uniquely distinct house with trees growing through the roof from inside the house. The kitchen/dining area equipped full of food, fruits, wine found in a typical household. Images of him holding his cats that he mentions in the newspaper article (Exhibit C as in my Statement of Case) used to keep out vermin. Alas you even see Partying in his home on Christmas day.

SD 12 In October I managed to contact Mr Friesman and I asked him if he would sell the site to me. He responded that I should make him an offer. I said I would do so. I asked my brother to assist me and he told me that I would never be able to buy the site for that which I thought it was worth. He told me that the site was worth at least £700,000. I did not have such funds but my brother said to me that he would buy it for me but that it would have to be purchased at first instance through his Company as he did not have the liquid funds personally to purchase it for me at that moment of time. Mrs Friesman accepted that offer in January 2017 and my brother who has been a pillar of support and loyalty to me said it would be transferred later into my name. He has kept his word and done so via another Company Polar Bren and then into my name. This site was not purchased for any form of property speculation. It is my home and it is precisely that which I wanted exclusively for my own use. In the process of trying to buy the site, I learnt that the owner Mr

Friehman was very ill. He died in December 2016. It was Mrs Friehman who accepted the offer.

SD 13 I completed the purchase on 29 March. I moved in immediately to the existing house which was run down and had been ransacked during the purchase process. I attached the caravan to the house whilst restoration work was being effected. I had also in excess of seventy tons of rubbish to move from the site and the process of so doing did cause concern from neighbours. I found this entirely understandable but given the resentment to my having purchased the site at first instance I had no opportunity to explain what was happening and that I was not constructing a new building but simply restoring an extant structure which had been there since 2005.

SD 14 There was so much hostility from the day I moved in and it has been relentless even today apart from 3 or 4 people who greet me. I had graffiti on the fencing, my car and plumber's car got scratched on my roadway. One day as I opened the gate to go out there was urine spilled at my doorstep as I stepped out. On one occasion there was uproar of verbal abuse from a neighbour Mr Kamil Kellner of 1 Spencer House against a BT engineer who was doing no more than connecting my broadband from the BT box on the main road. Again from the terrace of 1 Spencer house, a woman had climbed on top of a ladder and was looking over my property. When she saw me shouted you are the most hated woman in the Vale of Health. When I asked why she say you know why. Well I didn't and don't know why. Once I was struggling to open the gate and a neighbour was passing by who asked if I needed help. I said yes please. His response was go ask someone else. Maybe the locals don't like change and as opposed to Robbie feel they can attack a single woman. Robbie had told me it took him years to be accepted there. I do accept that I am regarded by many as an eccentric but if they are correct which I suspect they are I know also at the same time that I am an honest eccentric.

SD 15 I received further hostility from the owners of the North Fairground site. They had lost the income they received from Robbie Litvoi who used the coin meter at the North Fairground site to pay for his electricity. The owners no longer talked to me. They were also furious that concrete bollards were put in place by my predecessors as again they had been unofficially renting the road for car parking, for visitors, their own vehicles and rent it on permanent basis to a Falafal Van owner. There is plenty of historical evidence of vehicles parked on the road over the years. One only has to look at Goggle maps.

SD 16 In the light of so much adversity I felt glad that I had sought advice in February 2017 from Tony Covey as to how best to proceed. He suggested keeping a record of all building/structures/caravans on site. He counselled me to first and foremost get a professional firm such as Cadmap. They were appointed in February 2017(See Exhibit F as in my Statement of Case). I also compiled an A3 sheet of photo survey in February 2017. (Exhibit J as in my Statement of Case)

SD 17 All the above I accept show that there were temporary structures on site but also shows the house built by Robert Litvoi. The permanence of this structure was confirmed inter alia in his Statutory Declaration dated 31 March 2017 (Exhibit A as in my Statement of Case)

SD 18 On 6/9/2017 the LPA wanted evidence that I was restoring an existing house. I commissioned a Report, now updated, of Chris Cox MCIFA FSA which shows the aerial photograph evidence and conveys in her expert witness statement that the structure of the house was there in 2005 and is extant today in the same location (Exhibit D as in my Statement) of Case.

SD 19 The neighbour reports and site visit report dated 5 September 2017 to which the LPA allude were in fact refurbishment works and the extent of that refurbishment work is corroborated by the report of my architect (see Exhibits F as in my Statement of Case). The reality of the position at the site visit meeting 5 September 2017 attended by my advisor is that the case officer witnessed the presence of an extant structure refurbished and not a newly constructed building as he alleges to be the case. I let the LPA know very early on exactly what I was doing.

(Email to John Sheehy): dated 10th July 2017 (Exhibit G (b) as in my Statement of Case).

Thank you for your communication 6 July.

I do apologise for any inconvenience caused by the bollards which were put there in order to avoid the obstruction of the several caravans which were parking there which in turn were blocking the entrance to my site. This is part of my title and I will instruct my lawyers to write to you setting out the circumstances and reasons as to why the bollards were erected. There is no vehicular right of way. That having been stated I understand your concern and I will arrange forthwith to have them removed in compliance with your request were you not persuaded by my lawyer's representations.

You are most welcome to come and visit this site when I return from holiday early September. There is no development being effected and I set out below the position obtaining

1. I purchased this site on 29th March 2017. I have removed well over 60 tons of rubbish and several residential caravans which had been here for some twenty years.

2. I have retained only one residential caravan pitch and the house which had been lived in continuously from 2004 to the end of 2016.

3. I am currently refurbishing the house for my own occupation and living meanwhile in my caravan.

4. I am landscaping the site to improve the amenity.

5. I have refurbished the communal washroom/toilets and repaired the drains

6. I am contacting the Residential Council Tax Department Camden Council and the VOA to make arrangements to pay my Council Tax from the date of purchase.

I hope sincerely that you will acknowledge that , notwithstanding the public perception and prejudice to my having purchased a fairground site, I am a responsible law abiding citizens who is anxious to cooperate with the Council and resolve the long history of difficulties with this site for the benefit of all in the wider community.

Yours sincerely

Jita Lukka

SD 20 Not only have I got the hostility from neighbours but faced hostility and threatening emails from the LPA. Yet The LPA had every opportunity yet took no action in the 12 years that Robbie Litvoi lived in the house he built in 2005. It was not concealed in any manner. They weren't brave then but they are now. They were invited to serve a Planning Contravention Notice if they had any doubts over the legitimacy of the refurbishment work which I was effecting.

SD 21 Due to duress and persistent pressure, I asked a very dear friend of mine to explain the legality of my position. This is the advice he gave me in terms of that which he would argue in defending the enforcement notice :- This is the appellant's home and it is argued that she and her home are protected in terms of their being immune from enforcement under the 4 year time bars provided by 171 (b)1 for operational development and 171 (b) 2 for change of use as a single dwelling house. It is submitted by the appellant that as a matter of law the above provisions of the Town and Country Planning Act as amended by The Planning and Compensation Act 1991 implementing the recommendations of the Carnwath Report defeat the enforcement notice.

SD 22 Once I had purchased the site I took immediate steps through the VOA to have my residential council tax assessed and payment details and correspondence are manifested in Exhibits I (as in my Statement of Case).

SD 23 In addition to the refurbishment work I have carried out I have moved over 70 tons of rubbish, 7 caravans and enhanced the amenity of the site to compliment its position on the edge of Hampstead Heath in terms of amenity. Photographs of how it looks today are produced at Exhibits L (as in my Statement of Case). Were it not for the threat to my security from the North Fairground site I would remove the high fence which surrounds my home.

SD 24 On 21 April 2017 a most ugly and distressing situation arose and this was compounded by my feeling of guilt over whether I may have been at fault for

not having clarified sufficiently to Rob that although I had made the comment in September 2016 that " it would be wonderful if he could continue to live here" it was clearly not a viable proposition for him to do so. I told him also in January that the site was going to cost far more than expected and that I had had to ask my brother to assist me. Both he and my solicitors had insisted that I could not allow anyone back to live there and I conveyed this to Rob. He did give me the impression he did not want to hear what I was telling him. On 21 April he demanded from me £50 000 (fifty thousand pounds) or my consent for him to move back to the site in perpetuity or he would go to the Council and change the evidence he had conveyed in his Statutory Declaration. I did not report this to the Police because I felt his manifest grievance might be justified if I had given him mistakenly that which he regarded as an undertaking. I felt wholly wretched over this. I had no intention of deceiving him. I admired him as a person and I am haunted still by this today. The position was aggravated by the fact that he was so angry that it was not possible for me to explain how sorry I was that I might have innocently given him a wholly erroneous impression. It was not until May that he demanded back the Statutory Declaration. I accommodated his demand but kept a copy since not only by then had I bought the site through my brother on the promise that it was forthcoming but I had paid for it to be sworn, for it to be prepared and then transported by Alicia Logan down to Wales and back to me. Also once I purchased it Robbie who was by then living in Wales kept hinting "I wish I was there I could help you with North Fairground site to connect to Electric cable ". Also things like "I know the neighbours like Kamil Kellner of 1 Spencer House, Treasurer from Vale Of Health and I can put in a good word for you if I was there." He didn't outwardly say you promised me I could move back in. He knew I had completed the purchase on 29 March two days before he signed the Statutory Declaration. The content of the conversation on 21st April from him was "you are not like family and it was up to you to invite me back. ". I believe he knew full well he could not move back in and also that I had made that clear to him. Nonetheless I felt devastated by what had happened and I do so still today.

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declaration Act 1835

Signed Jita Lukka

Declared at

The of September 2018

Before me.....

A solicitor empowered by law to take oaths.

9. For the foregoing reasons the appellant asks for this appeal to be allowed.

Jita Lukka