

Trinity Planning

**Representation to Lawful Development Certificate (Existing) application
reference 2018/4683/P: 3 Fitzroy Square, London W1T 5HG**

**Submitted by Trinity Planning on behalf of Mr & Mrs G. Rhys Jones, 2 Fitzroy
Square, London W1T 5HF**

Introduction

- 1.1 This representation follows the two earlier Trinity Planning representations submitted on behalf of my clients Mr. and Mrs Rhys Jones who reside at 2 Fitzroy Square which adjoins 3 Fitzroy Square, and who strongly object to the Lawful Development Certificate (LDC) application. It responds to the additional information belatedly placed on the Council's website - the 2X Invoice (added on 3/12/2018) and the Letter From James Gorst Architects (4/12/201).

2X Invoice

- 2.1 The earlier Trinity Planning representations referred to the need for the LDC applicant to properly evidence that they claimed the works were undertaken prior to the lapse of planning permission, and that they constituted the commencement of the development.
- 2.2 The copy of the two invoices seems to be the only evidence of the timing of works regarding this high-end, high cost and highly complex development proposal, which required very specialist project management skills to coordinate and schedule both pre-investigations and actual development tasks.
- 2.3 The so-called invoices from "Clean Jack"* cannot be taken seriously, and reflect badly on the credibility of Ashfords LLP in submitting them in the belief that the Council would actually be convinced of their value as proof.
- 2.4 They are written on notepad paper, with no information about the work undertaken or how it related the planning permission. Substantive evidence must require (preferably all) an authoritative record of commissioning the work; proof of works completed (in this case on both dates); and formal invoices, record of payments and receipts (ie itemised in a development schedule). This is routine, especially so for such a major project.
- 2.5 In addition, the "construction works" invoice dates are given as 23 January 2015 and the 19 February 2015, so before and after the work date claimed by the applicant of 12 February 2015. In the absence of anything else substantive, it can reasonably be speculated that whatever "construction works" were undertaken they were unrelated

* it is not known if "Clean Jack" still operates

to the claimed works of 12 February 2015 (which in any case have been shown not to constitute a development start).

- 2.6 The invoices should be summarily dismissed.

Letter From James Gorst Architects

- 3.1 The letter refers to a number of attachments.
- 3.2 However an email exchange with the Council has clarified that a number of the listed attachments in the Gorst letter are already on the website. These include the photographs of the exposed pipes and the wrongly referenced 3 plans and section, all of which are in the original Ashfords LLP planning statement. The previous Trinity Planning representation already demonstrates that the referred Contractor's letter provides no evidence, whilst the sub-contractor's invoice is dismissed above.
- 3.3 The Gorst letter refers to the works taking place on the 12 February 2015. However as above, the sub-contractor invoices can only relate to works that took place before and after that date, whilst verifiable work dates have inexplicably not been provided.
- 3.4 The only evidence regarding the work claimed to have taken place on the 12 February 2015 remains the photographs included in the Ashfords LPP planning statement.
- 3.5 The November Trinity Planning representation speculated that the pipework shown in the photos may have related to routine maintenance, and not the commencement of development works. The Gorst letter now confirms this in referring to the new pipes being the replacement of existing broken pipes. This does not equate to one of the two specific examples offered in the planning guidance as reasonably constituting a start of works - namely the laying of underground mains pipes to the foundations or part foundations of the development.

Conclusions

- 4.1 The two items added to the website only undermine the already weak case claimed by the applicant that works were authorised and/or, more importantly, they constituted the commencement of development of the planning permission before its expiry date. The ever-increasing reliance on non-evidence instead reinforces the case that development did not start prior to permission expiry. The LDC should be refused.

Malcolm E D Inkster B.Sc.

Trinity Planning

(2) December 2018