

Development Management
Camden Town Hall
Judd Street
London WC1H 9JE

By email: planning@camden.gov.uk

25 June 2019

Dear Sir/Madam,

**29 Belsize Lane, NW3 5AS – application for planning permission (ref: 2019/2676/P)
Additional representations and objections**

We are the leaseholders of 14 Belsize Mews, NW3 5AT, the flat on the second floor of 29 Belsize Lane, directly below the roof concerned by this application.¹

We object to this planning application and consider it must be refused by the Council.

Our initial representations and objections to this application, were submitted pre-registration on 29 May 2019. Those remain valid and are reinforced by the development plans, made available on 7 June 2019, via Camden Council's website. We set out below our additional objections. This letter should be read in conjunction with our letter of 29 May 2019, as both sets of objections are critical to the Council's assessment of this application.

We would like to draw the Council's attention to the fact that no notice was sent to us with the details/plans of the development, and no public notice has been posted at the vicinity of the site.

Reasons for our objections to this application

This application should be rejected for the following key reasons:

1) The design of the proposed development cannot be executed

- The plans attached to this application, are incorrect and misleading. The planned staircase leading from our floor to the roof extension is inside our flat. We attach a plan of our flat,² which shows that the applicant's plans incorrectly present an additional space for another staircase within the common hallway, whereas in effect that space is within our property. Indeed, there is no room for another staircase inside the common hallway. This alone is enough for this application to be refused. We propose that a planning officer visits the site and rejects this application on its face, to avoid any additional waste of time and resources.

2) The size of the development will result in significant loss of light and privacy

- The size of the planned development is massive, extending to almost the entirety of the roof (99.5 sqm), plus a roof terrace. This compares to our flat, which is 114.6 sqm. The floor surface of the proposed development will block the two skylights on the roof, one inside our flat, the other immediately outside our front door. Indeed, there is no room for such a huge

¹ It is a long Lease for 125 years from 3 September 2002. In September 2006, Euston Holdings Limited, purchased the freehold reversion to the Lease. In June 2011, we purchased the unexpired term of the Lease.

² Both a copy of the plan attached to our Lease and an additional plan by estate agent Knight Frank LLP.

development on the roof, without significant loss of light and privacy to us. This alone is enough for this application to be refused.

3) Noise and disturbance

- Our initial concerns about the noise and disturbance resulting from this development, both during construction and subsequent use (see our letter of 29 May 2019), have been confirmed and reinforced, by the scale of the planned development, and presence of a roof terrace. The noise and disturbance resulting from the new development, both during and following construction, would violate our right to quiet enjoyment of our property, and have a significant negative impact on our family life, during a lengthy period of construction and in the future.
- The noise and disturbance resulting from this application, will be exacerbated by the pending licence applications, from the commercial leaseholder of the ground floor and basement of the same building (29 Belsize Lane), and the commercial leaseholder of the adjacent building (31 Belsize Lane), for late selling of alcoholic drinks and playing of recorded music. Together, these applications, if granted, would make our family life in the flat unbearable.

4) Effect on conservation area

- The freeholder's disregard to the conservation area is clear from its past behaviour, having neglected to take any building works until forced to do so by the court in 2014/15 (see Annex). More recently, by its failed attempt to license a Co-op store in the commercial unit, which was withdrawn following unprecedented objections from Belsize Village's residents.

5) Identity and solvency of the applicant

- We have concerns about the identity and solvency of the applicant. It is the Council's responsibility, as a public authority, prior to considering this application, to verify and ensure transparency of the applicant's identity and solvency, and to ensure we have appropriate remedies for addressing any issues resulting from this application.
- As we set out in the Annex to our letter of 29 May 2019 (reattached to this letter), the applicant, Mr Ricker, is connected to the previous commercial leaseholder of the basement and ground floor of 29 Belsize Lane (Belsize Lane Limited, now under liquidation³) and to the freeholder of 29 Belsize Lane (Euston Holdings Limited, incorporated in Bahamas).
- Considering it took a Court Order for the freeholder to undertake building works in 2014/15, and that Mr Ricker caused the delay resulting in emergency works in 2012, we have serious concerns that neither the freeholder nor the applicant will take any steps to address issues resulting from this application, or to maintain 29 Belsize Lane going forward. The building has not been maintained since the works in 2014/15. It has no working fire and safety system, and we are unaware whether it is insured. The statement in the application that "maintenance requirements will remain unaltered by these proposals" is therefore ludicrous, as there has been

³ Commencement of winding up: 18 October 2017; due to be dissolved: 2 July 2019 (Companies House).

no effort to maintain the building other than under the Court Order in 2014/15, and there has been no statement of intent or contingency put in place to maintain the building going forward.

Conclusions and conditions

We object to this planning application and consider it must be refused by the Council. As laypeople, it seems to us that this application is deeply flawed and impossible to execute, and must be refused from the outset, to avoid any further stress to our family and costs to the Council.

However, if granted, at the minimum we request that it is made subject to strict conditions, including:

- 1) Redesign and resubmission of the plans to ensure (i) no staircase goes through our flat and/or the common hallway, and (ii) neither of the two skylights is blocked;
- 2) Full transparency of the identity and solvency of applicant and of the person / entity responsible for any damage during / after construction, and maintenance going forward; and
- 3) Legally binding conditions on the applicant *and* the freeholder (*and* the person / entity in 2 above, if different):
 - a. To ensure and provide proof of (i) valid appropriate building insurance; (ii) working appropriate fire and safety measures fixed into the common hallway of 13-14 Belsize Mews - all to be undertaken and paid for by the applicant / freeholder of 29 Belsize Lane (at their cost, with no cost to us), prior to permission being granted, and maintained by them (at their cost, with no cost to us), going forward;
 - b. To ensure and provide proof of proper insurance, at their cost (with no cost to us), to cover any possible effects and implications of the proposed construction, including in the event of insolvency;
 - c. To pay for us to appoint at their cost our own independent surveyor to ensure all relevant regulations, standards, etc. are strictly adhered to, or exceeded where we deem necessary (for example, to ensure the maximum sound insulation);
 - d. To replace all our windows with triple glazed windows (at their cost, with no cost to us), prior to the start of the works (again, to be overseen by our appointed surveyor to ensure quality of materials and work, at their cost);
 - e. To restrict construction works to 09:00-18:00 Monday-Friday, and to a limited period, subject to daily penalties for non-compliance;
 - f. To pay us monthly rent for an equivalent accommodation, in advance for the entire period of construction, based on the rent value of our flat prior to this application;
 - g. To pay us damages for breach of our right to quiet enjoyment of our property, both during and after construction, and for the loss in our property value, at an agreed amount, to be paid prior to the start of construction works;
 - h. To timely repair any damage to our flat and the rest of the building (including internal and exterior parts of the Common Parts and Main Structure) resulting from the construction works, at their cost (with no cost to us), and to put an appropriate agreed amount in an escrow account for that purpose before starting the works; and
 - i. To bear all our (and their) legal costs, related to this application, including our enforcement of the above conditions, and our rights under the Lease.

Thank you for your time and consideration, we will be happy to discuss with you any of the above.

Maya Barr and Adam Tedder

ANNEX

Relevant background to this application

- We have been the leaseholders of the flat on the second floor of 29 Belsize Lane, directly below the roof concerned by this application, since June 2011.⁴ We have a 9-year old daughter. There is another flat on the first floor of the building, also let on a long lease to a family with two younger girls (in reception and year 2); and a commercial unit on the basement and ground floor (unoccupied at present, subject to a pending licence application).
- Belsize Lane Limited, the registered leaseholder of the basement and ground floor of 29 Belsize Lane, is under liquidation.⁵ Mr Ricker, was a director of Belsize Lane Limited and Ricker Restaurants (Holdings) Limited was its sole shareholder. These premises were occupied by Mr Ricker's restaurant "XO" until it closed in 2017. It is our understanding that Belsize Lane Limited was connected to the freeholder of 29 Belsize Lane. We were told by the previous managing agents that Mr Ricker was the representative of the freeholder.
- The freeholder of 29 Belsize Lane, Euston Holdings Limited (incorporated in Bahamas), is effectively an absent freeholder. It has no interest in maintaining the building. There is no working fire and safety system in the building. We are unaware whether the building is insured at an appropriate level, if at all.
- The last time we had contact with the freeholder, was in early 2015, in relation to building works on 29 Belsize Lane, it was undertaking under a Court Order. Despite the contractual obligation on the freeholder to carry out those works, and the severely dilapidated and extremely poor state of decorative repair of the building, we had to fight the freeholder relentlessly in court during the first 3.5 years of our Lease, until it finally undertook the building works under a Court Order at the end of 2014/early 2015.
- Mr Ricker himself caused the delay in building works in September 2012, by seeking to put forward an alternative tender after a contractor had been identified, triggering the restart of the Section 20 process. This further delay resulted in emergency works in October 2012, to remove loose render with a cherry picker, after large pieces of masonry had fallen onto the street.
- The cover of the building roof and walls had degraded to such a degree that water leaked extensively in several places into our flat. Pending those works we lived in a severely dampened and dilapidated property, causing our daughter illness, and continuous emotional and financial strain to our family (having to bear the legal cost), followed by a period of intensive works.

⁴ It is a long Lease for 125 years from 3 September 2002. In September 2006, Euston Holdings Limited purchased the freehold reversion to the Lease. In June 2011, we purchased the unexpired term of the Lease.

⁵ Commencement of winding up: 18 October 2017; due to be dissolved: 2 July 2019 (Companies House).