

Development Management
Camden Town Hall
Judd Street
London WC1H 9JE

By email: planning@camden.gov.uk

29 November 2019

Dear Sir/Madam,

13 Belsize Mews, NW3 5AT – application for full planning permission (ref: 2019/4873/P) - Representations

We are the leaseholders of ■■■ Belsize Mews, NW3 5AT, the flat on the second floor of ■■■ Belsize Lane, directly above 13 Belsize Mews.¹ Our kitchen window is directly above the rear flat roof concerned by this application, and we vertically share the same rear exterior kitchen wall.

Our main concerns are to ensure (i) minimum disruption during the works, and (ii) the Applicant's clear responsibility and accountability to fully and timely repair at his cost, any damage to our flat and/or the building, and address any other issues, resulting from this application. This is particularly critical considering our previous experience with the Applicant and freeholder (see Annex).

The Council should also verify and ensure the Applicant (i) gives all requisite notices and fully complies with all applicable planning and building regulations; and (ii) provides accurate and complete information in support of his application, including clarity of ownership of the rear roof. This will ensure all interested parties have the necessary information to consider this application, and clarity of accountability and responsibility for any issues related to this application.

We ask the Council to subject any permission (if granted) to the conditions below. Without those conditions, we object to this application.

I. Preliminary issues

1. Notices

The Applicant did not serve the requisite notices² on us, the freeholder or commercial leaseholder:

- We were not given the requisite notice: The only communication we had with the Applicant in relation to this application, was when he knocked on our door on the evening of 1 October 2019 and mentioned to my husband his intention to ask for planning permission; it was a brief chat at the doorway with no details provided. We emailed the Applicant on 2 October 2019 to "*Please ensure that you send us all formal written notices as required by all applicable building works and planning legislation*". However, we received no response, and had no further (written or oral) communications with the Applicant.

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 of the flat on the second floor of 29 BL. In July 2013, the Applicant and his wife purchased the unexpired term of the Lease of the flat on the first floor of 29 BL.

² Article 13 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

It is therefore untrue that *“The proposal has been discussed with the neighbours and they have been sent the proposed drawings”* (p.4 of the Locksley Design and Access Statement). The certification by the Applicant/agent in section 25 of the application form that he gave us the requisite notice on 17 September 2019 is also therefore untrue.

- No notices were given to the freeholder (Euston Holdings Limited) and/or commercial leaseholder (Calici Limited) of 29 Belsize Lane. The only other address listed in section 25 belongs to “Stoke House” restaurant, a Will Ricker’s restaurant. Neither the “Stoke House” nor Will Ricker is the freeholder or commercial leaseholder of 29 Belsize Lane.³ See attached Title Register and Plan (Attachment 1).

This application should not proceed without the Applicant giving all requisite notices.

2. Drawings

The drawings attached to the application include the rear roof of 29 Belsize Lane (on which the Applicant plans to build) in the property boundary of 13 Belsize Mews. However, under the Lease for 29 Belsize Lane, this rear flat roof in question forms part of the Main Structure of the building, owned by the freeholder (see Attachment 2). We are unaware of the rear roof having been specifically demised to 13 Belsize Mews.

We are concerned about the following statements in the accompanying report:

- *“The proposed development shall have a beneficial impact upon the streetscape, as the new extension will re-route the awkwardly positioned services that create a negative visual impact.”*
- *“New energy efficient boilers and other residential equipment shall be installed within both properties involved and the existing equipment shall be recycled.”*
- *“Additional containers within each of the new properties shall be installed to increase the amount of recyclable waste and encourage the use of this service.”*

We would ask the Council to seek clarification of:

- ownership of the rear roof and the capacity in which the Applicant is seeking to build on it;
- the full impact of the application on us, including clarification of the above statements, and the overall impact of the works, e.g. in relation to the new extract route, roof vent, escape stairs and scaffoldings; and
- to provide accurate drawings and responses.⁴

This will ensure all interested parties have the necessary information to consider this application, and clarity of accountability and responsibility for any issues related to this application.

II. Conditions to be imposed on the Applicant

The Council, as a public authority, in considering this application, should ensure we have appropriate remedies for addressing any damage and other issues resulting from this application.

³ Mr Ricker was a director of Belsize Lane Limited (the previous commercial leaseholder of 29 BL), and Ricker Restaurants (Holdings) Limited was its sole shareholder. Belsize Lane Limited was dissolved in July 2019.

⁴ We are unsure why both Questions 16 and 17 of the application form were answered ‘No’.

This is particularly important considering our previous experience with the Applicant and freeholder (see Annex).

If granted, we ask that this application is made subject to, at least, the following conditions:

3. Building insurance

The freeholder of 29 Belsize Lane, Euston Holdings Limited (incorporated in Bahamas), is an absent freeholder. It has no interest in maintaining the building, and we are unaware if the building is insured at an appropriate level, if at all, and whether it will be insured going forward. Accordingly, any permission must be conditional on the Applicant ensuring and providing proof of:

- Valid appropriate building insurance, before the building works start, throughout the building works and going forward; and, *in addition*:
- The Contractor's valid appropriate public liability insurance; and,
- Valid appropriate insurance to cover any potential issues resulting from the works.

All the above before permission is granted, at the Applicant's cost (with no cost to us), and maintained by him (at his cost, with no cost to us), during the entire works period, and for an appropriate period thereafter.

4. Party wall agreement or a relevant equivalent⁵

The rear roof concerned by this application is directly below our flat, and the wall connecting the Applicant's flat to the rear flat roof extension (which will be partially demolished) is the exterior kitchen wall of both flats. It is reasonable to anticipate works involving that wall might result in damage to our flat and/or the building, and to ensure a legally binding agreement, requiring the Applicant to fully and timely repair and/or compensate us for any damage to our flat, and/or the building, resulting from his works. The Council should condition the start of the works on a signed party wall agreement (or a relevant equivalent agreement), at the Applicant's cost.

5. Additional conditions

The Applicant must also be subject, at least, to the following additional legally binding conditions:

Prior to starting the works

At the Applicant's cost (with no cost to us):

- To pay for us to appoint our own independent surveyor, to survey the property before and after the works, and ensure (among other things) all relevant regulations, standards, etc. are strictly adhered to (or exceeded where we and/or our surveyor deem necessary);
- To agree access arrangements for our appointed surveyor;
- To put an appropriate agreed amount in an escrow account to cover the Applicant's indemnities in our favour and all estimated costs of fully repairing any damage and/or addressing all other issues resulting from the works, such amount to be agreed by us and our appointed surveyor;

⁵ The Party Wall etc. Act 1996.

During the works

At the Applicant's cost (with no cost to us):

- To limit working hours to 09:00-17:00 Monday-Friday, subject to agreed daily penalties for non-compliance;
- To clean the common hallway at the end of each day, and ensure no building material is left in the common hallway at any time, during or at the end of the day;
- To immediately and fully 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 works, to be overseen by our appointed surveyor to ensure quality of materials and work;

At the end of the works

As soon as possible, and in any event within no longer than 2 weeks, after finishing the works, at the Applicant's cost (with no cost to us):

- To fully repair any remaining 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 works, to be overseen by our appointed surveyor to ensure quality of materials and work;
- To professionally clean the carpet in the common hallway, and to redecorate and repair any damage caused to the common hallway (including the damage to the common hallway wall resulting from the leak in November 2017 – see Annex), to be overseen by our appointed surveyor to ensure quality of materials and work;
- To professionally clean all four rear windows of our flat; and

General

- To bear all our legal and other costs, related to this application, including our enforcement of the above (and any other) conditions and/or the Lease and/or the law.

III. Context

The above conditions are particularly critical considering our experience to date with both the Applicant and the freeholder, which gives us serious concerns that neither of them will take steps to address issues resulting from this application, without strictly bindings conditions. We set out a brief context in the Annex (see page 5 of this letter). In those circumstances, this application should not be granted without the above conditions.

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

Sincerely,

[Redacted Signature]

ANNEX

The Freeholder

The freeholder of [REDACTED] Belsize Lane, Euston Holdings Limited (incorporated in Bahamas), is an absent freeholder. It has no interest in maintaining the building. The last time we had contact with the freeholder, was in relation to building works on 29 Belsize Lane, it was undertaking under a Court Order, at the end of 2014/early 2015. 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 in court during the first 3.5 years of our Lease, until it finally undertook the building works under a Court Order. This 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 building has not been maintained since the works in 2014/15. It has no working fire and safety system, and we are unaware if it is insured, or will be in the future.

Considering it took a Court Order for the freeholder to undertake building works in 2014/15, we have serious concerns that the freeholder will not take any steps to address issues resulting from this application, or to maintain 29 Belsize Lane going forward.

The Applicant

The Applicant has been the leaseholder of the flat on the first floor of 29 Belsize Lane, since July 2013. Our experience to date shows he is unlikely to take responsibility for, and/or repair any damage, or address any other issues, resulting from this application, unless compelled to by law.

First, the Applicant did not give us the requisite notice of this application, despite our explicit written request, and then untruthfully stated in writing to the Council that he had done so. Neither did he serve the required notices on the freeholder or commercial leaseholder of 29 Belsize Lane. We are also concerned about the accuracy of the drawings and information supporting this application (including, ownership of the rear roof).

Second, in the past, the Applicant refused to take responsibility for damage resulting from works he undertook on the bathrooms in 13 Belsize Mews. On 5 October 2017, we emailed the Applicant to complain of a worsening constant noise coming from his property pipes following his works, which caused considerable distress to our family. Thames Water and an independent plumber, who visited the site at our request on 20 October 2017, confirmed the source of the noise and its trigger. However, the Applicant initially denied he had undertaken works, and then refused to take any responsibility. This led to a leak from 13 Belsize Mews into the commercial unit, on 10 November 2017. To date, the Applicant did not address the resulting damage to the common hallway wall, leaving it damp-stained and cracked.

Third, the Applicant did not join our litigation against the freeholder to ensure the freeholder undertook the building works required under the Lease pertaining to both properties, leaving us to bear all the burden and related costs.

Fourth, the Applicant's disregard to the Common Parts of the building is evident as he often leaves in the common hallway broken/old items for long periods. On two occasions, wet stains on the first-floor landing – caused by the Applicant or his domestic help - were left to stink for weeks. The Applicant also left in the past an old bike and a large wooden pallet (part of the packaging of one of his deliveries) in the Mews area, for a long period, causing irritation to other residents of Belsize Mews.