

Development Management
Camden Town Hall
Judd Street
London WC1H 9JE
By email: planning@camden.gov.uk

20 April 2020

Dear Sir/Madam,

**13 Belsize Mews & 29 Belsize Lane, NW3 5AT – application for full planning permission –
Objections (ref: 2020/0428/P – previous ref: 2019/4873/P)**

1. We are the leaseholders of _____, NW3 5AT, the flat on the second floor of 29 Belsize Lane, directly above 13 Belsize Mews.¹ The two rear windows of our property, are directly above the rear flat roof concerned by this application. We vertically share the same rear load-bearing exterior wall, connecting 13 Belsize Mews and the rear flat roof, which the Applicant seeks to demolish.
2. We have serious concerns about this application. In summary:

Preliminary issues

- Neither the registered owner of 29 Belsize Lane (Euston Holdings Limited), nor its lender (Santander UK plc), were given the legally requisite notices of this application.
- To our knowledge, neither the Applicant nor The Stoke House (listed in section 25 of the application form), has legal ownership of the rear flat roof (we are unaware of it having been specifically demised to 13 Belsize Mews).

Key objections

- The proposed relocation of the plant equipment, and the new extract route next to our rear bedroom exterior wall, will create a new noise source and increase the overall noise in our flat.
- Noise and disturbance from the new use of the rear roof, will significantly impact our enjoyment of our flat.
- This application will also result in further loss of privacy, due to the proposed roof terrace.

Other concerns

- The application documents contain numerous misrepresentations, and lack clarity of the impact on our property.
- Based on our experience to date, we have serious concerns that neither the Applicant nor the freeholder, will take steps to address issues resulting from this application, leaving us with no redress outside a lengthy and costly court process.
- We are unaware if the building is insured at an appropriate level, and whether it will be insured going forward. To our knowledge, the building was uninsured during periods in the past.
- This application seeks to demolish the load-bearing exterior wall of 29 Belsize Lane, in Belsize Park conservation area, and requires building regulation approval, party wall agreement, a conservation area consent, and the appointment of a structural engineer and surveyor.

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 Belsize Lane. In July 2013, the Applicant purchased the unexpired term of the Lease of the flat on the first floor of 29 Belsize Lane.

3. Considering the above, we ask the Council to refuse this application, for the reasons set out in more detail below (see “Key objections” on page 3 onward). We note this is broadly the same application as the one declared “invalid” on 19 December 2019, and it suffers from the same, *and further additional*, deficiencies.² We ask the Council to carefully consider our detailed objections below, which *go beyond* our comments on the previous application, as well as all other objections received. Any decision other than straightforward refusal should go to a Planning Committee, due to the serious issues it raises.
4. If despite our objections, the Council decides to grant the application, we request that it subjects the application to legally binding conditions, including at the minimum, the conditions in paragraph 30 below *and* in **Annex 2**. This will provide us and other interested parties, with the necessary information to consider this application, and clarity of accountability and responsibility for any issues related to this application. This is particularly critical considering our previous experience with the Applicant and freeholder.
5. We set out our objections in more detail below. Our previous experience with the Applicant and freeholder is in **Annex 1**. In the circumstances, if at all, this application should not be granted without at least the conditions in paragraph 30 of this letter *and* in **Annex 2**.

Preliminary issues

None of the requisite notices have been given³

6. This application requires demolishing the rear load-bearing exterior wall of 29 Belsize Lane, connecting 13 Belsize Mews and the rear flat roof, which the Applicant currently can only access through its kitchen window.
7. Both the rear load-bearing exterior wall and the rear flat roof concerned by this application, are part of the Main Structure of 29 Belsize Lane owned by the freeholder – **Euston Holdings Limited** – and mortgaged to the lender – **Santander UK plc**. Neither Euston Holdings Limited, nor Santander UK plc have been formally notified of this application as required by law. See attached Title Register and Plan (**Attachment 1**).
8. The application form states (section 25) that we were notified of this application on 17 September 2019. This is untrue. We only received a letter from the agent on 31 March 2020, attaching a form signed on behalf of the Applicant. No drawings were attached (although the letter untruthfully said they were). It is also 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).
9. We are unaware whether notice was given to the commercial leaseholder of 29 Belsize Lane (Calici Limited). From their objections, it is clear other residents of Belsize Mews, were not notified either.
10. This application should not proceed without the Applicant giving all requisite notices and obtaining all required consents.

Neither the Applicant nor The Stoke House has legal ownership of the rear flat roof

11. To our knowledge, neither the Applicant nor The Stoke House (listed in section 25 of the application form), has legal ownership of the rear flat roof.
12. 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

² Although referred to as “joint application”, it is a sole application by the leaseholder of 13 Belsize Mews.

³ Article 13 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

by the freeholder (see **Attachment 2**). We are unaware of the rear flat roof having been specifically demised to 13 Belsize Mews.

13. We draw the Council's attention to the following additional misrepresentations in the application:
 - a. Although referred to as "joint application" (section 1 of the application form), this is a sole application by Celine Anthoine, the leaseholder of 13 Belsize Mews (section 2 of the application form);
 - b. Although referred to as "it's rear terrace" (section 1 of the application form): (i) the rear roof is part of the Main Structure of 29 Belsize Lane, owned by the freeholder, not the Applicant; (ii) this is a rear roof (not a terrace), which the Applicant can only access through its kitchen window, and which it only recently dressed with fake grass and pots; (iii) a significant part of the rear flat roof is occupied by plant equipment and is not accessible to the Applicant.
14. We would ask the Council to seek clarification of ownership of the rear flat roof and the capacity in which the Applicant is seeking to build on it.
15. The address listed in section 25 of the application form belongs to "The Stoke House". We do not understand the capacity in which The Stoke House was notified of this application, as it is not the registered freeholder of 29 Belsize Lane.⁴ The Council should seek clarity and legal evidence of the capacity in which The Stoke House has been notified, and of its solvency.

Key objections

Impact of noise from plant equipment

16. The proposed relocation of the plant equipment, and the new extract route next to our rear bedroom exterior wall, will create a new noise source and increase the overall noise levels in our property.
17. The application documents lack details and clarity of the impact of the relocation of the plant equipment, and the overall impact of the works, on our property. This is also not addressed in the Noise Impact Assessment (January 2020).
18. From the attached drawings, it appears that the extract route from the restaurant's kitchen below, currently horizontally positioned on the rear flat roof, will be replaced by a new extract route vertically positioned alongside the full length of the rear exterior wall of 29 Belsize Lane, next to our rear bedroom. This will create a new source of noise disturbing the quietest room in our flat.
19. Moreover, the application does not provide detail of the new positioning of the 2no. 600x600 roof kerb mounted extracts, or the acoustic shroud containing 2n. Daikin VRV heat pump condensers, to allow us to assess the impact on our property. We are concerned that any relocation of the plant equipment, closer to our walls or at a higher level than its current position, will have a significant impact on the noise level in our property. This is an acute issue as all our windows are single-glazed. We ask the Council to refuse this application to relocate the plant equipment, if it may impact the noise level in our property.
20. We are also concerned about the following statements on the last page of 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."*
21. We would ask the Council to seek clarification of the full impact of the application on us, including:
 - full detail and implication of the proposed "relocation of plant equipment" (section 5 of the form);

⁴ A Google search shows it as a Will Ricker's restaurant. Mr Ricker was a director of Belsize Lane Limited (the previous commercial leaseholder of 29 Belsize Lane), and Ricker Restaurants (Holdings) Limited was its sole shareholder. Belsize Lane Limited was dissolved in July 2019.

- full impact of the application on us, including clarification of the above statements, and the overall impact of the works, e.g. the new extract route, new plant enclosure, and scaffoldings;
- any impact on our fire safety, including ensuring our access to escape stairs from our flat to the roof of the new extension;
- any impact on aesthetic integrity, light and overlook we enjoy from our home, and light pollution from the external new roof terrace;
- impact of this application, to almost double the size of the Applicant's property, on our Lease; and
- to provide accurate drawings, including of the roof of the new extension.

Noise, disturbance and loss of privacy

22. Since before the previous application, the Applicant, her husband and two daughters (and others), have been climbing through the kitchen window to the rear flat roof, eating and playing there. Although it refers to the rear flat roof as "it's rear terrace", it does not belong to the Applicant, and is not a terrace. Only recently, the Applicant has dressed it with fake grass and a few pots. This inappropriate (and possibly, unlawful) use of the rear flat roof has already become an increasing nuisance to us. We are concerned, that the noise and disturbance and loss of privacy will escalate further, if this application is granted, as it will increase and legitimise their access to the roof.
23. As the two rear windows of our property, are in direct view of the rear flat roof, an extension with bifold doors opening into a roof terrace, will significantly increase the noise levels and disturb our enjoyment of our property, and will result in further loss of privacy. This is an acute issue as all our windows are single-glazed. This is particularly concerning as it is the quiet side of our flat, the other side being directly above Belsize Village commercial area, with licensed restaurants opening late, and noise from deliveries and refuse collection.

Other concerns

Lack of redress for issues resulting from this application outside court

24. The proposed works, which involve demolishing the rear load-bearing exterior wall of 29 Belsize Lane, will almost double the Applicant's property, from circa 115 to 199 square meters. 29 Belsize Lane is situated within Belsize Park conservation area.
25. In view of the scale of the proposed works, the Council, in considering this application, must ensure we have appropriate remedies for addressing any damage and other issues resulting from this application. This is 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 binding conditions.
26. We have no contact with the freeholder of 29 Belsize Lane, which is an offshore company (incorporated in Bahamas). Considering it took a Court Order for the freeholder to undertake building works in late 2014 / early 2015, and that no maintenance or repairs have taken place before or since, 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. We are unaware if the building is insured at present or will be in the future. To our knowledge, the building was uninsured during periods in the past.
27. Moreover, our experience with the Applicant to date, gives us reasons to believe it will deny responsibility for all issues resulting from the proposed works. The Applicant did not notify its application to the registered freeholder, but instead notified The Stoke House, which has no legal ownership of the site (section 25 of the application form). We ask the Council to seek evidence of all legally required notices and consents.
28. We describe our experience with the Applicant and freeholder in **Annex 1** (see page 6 of this letter).

Conclusions

29. Considering the above, we ask the Council to refuse the application. Any decision other than straightforward refusal should go to a Planning Committee, due to the serious issues it raises.
30. If despite our objections, the Council decides to grant the application, we request that it subjects the application to legally binding conditions including, at the minimum:
- a. Proof of all requisite notices given to the registered legal owner and lender of 29 Belsize Lane.
 - b. Proof of the legal relationship between The Stoke House and the freeholder.
 - c. Proof of ownership of the rear flat roof and of any consent required.
 - d. Conditions to ensure the application, and specifically the plant equipment relocation, does not negatively impact the noise level in our property.
 - e. Conditions to ensure minimum disruption, noise and disturbance, or intrusion of our privacy, during and after the works. Specifically, if granted, the extension should not include any outside space.
 - f. Conditions requiring the Applicant to fully and promptly address all issues resulting from this application (including all damage to our flat and the building) at its own cost (with no cost to us).
 - g. Conditions requiring the freeholder to fully and promptly address all issues resulting from this application (including all damage to our flat and the building) at its own cost (with no cost to us), should the Applicant refrain from doing so.
 - h. Proof of all valid appropriate insurance required, for example, building insurance and public liability insurance, etc.
 - i. Proof of a signed party wall agreement or the relevant equivalent.⁵
 - j. Proof of compliance with all building and planning regulations required for the works, including for demolishing a load-bearing exterior wall of the building situated in a conservation area.
31. These conditions are supplemented by **Annex 2**. In the circumstances, if at all, this application should not be granted without at least the conditions in paragraph 30 of this letter *and* in Annex 2.
32. Please also see:
- ✓ **Annex 1** (p.6 of this letter): Context - our previous experience with the Applicant and freeholder
 - ✓ **Annex 2** (p.7 of this letter): Minimum conditions (in addition to paragraph 30)
 - ✓ **Attachment 1** (separate): Copy of Title Register and Plan
 - ✓ **Attachment 2** (separate): Copy of 13 Belsize Mews plan attached to the Lease of 29 Belsize Lane

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

Maya Barr and Adam Tedder

Mobile: 07714 830 692 (Maya) / 07939 285 795 (Adam)

NB: Please see annexes on pages 6-7 below.

⁵ The Party Wall etc. Act 1996.

ANNEX 1 - CONTEXT

The Freeholder

The freeholder of 29 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. We are unaware if the building is insured at an appropriate level, if at all, or whether it will be insured going forward. We are also unaware if the fire and safety system is maintained.

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 it 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 notices of its two applications (2020/0428/P & 2019/4873/P) despite our explicit written request, and then untruthfully stated in writing to the Council that it had done so. Neither did it serve the required notices on the registered freeholder, lender 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 flat roof).

Second, in the past, the Applicant refused to take responsibility for damage resulting from works it 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 its property pipes following its 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 it had undertaken works, and then refused to take any responsibility. This led to a leak from 13 Belsize Mews that flooded 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 it often leaves in the common hallway broken/old items, and large items delivered, for long periods, creating a H&S hazard. On two occasions, wet stains on the first-floor landing – caused by the Applicant or its 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 its deliveries) in the Mews area, for a long period, causing irritation to other residents of Belsize Mews.

ANNEX 2 – MINIMUM CONDITIONS (IN ADDITION TO PARA. 30)

Building and public liability insurance, etc.

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 all valid appropriate insurance required, for example: (i) Valid appropriate building insurance, before the building works start, throughout the works and going forward; *and* (ii) The Contractor's valid appropriate public liability insurance; *and* (iii) 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 it (at its cost, with no cost to us), during the entire works period, and for an appropriate period thereafter.

Party wall agreement or the relevant equivalent

The rear flat 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 demolished) is the load-bearing exterior rear 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 those works, at the Applicant's cost (with no cost to us). The Council should condition the start of the works on a signed party wall agreement (or the relevant equivalent agreement), at the Applicant's cost (with no cost to us).

Additional 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;

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 resulting from the leak in 2017 – see Annex 1), to be overseen by our appointed surveyor to ensure quality of materials and work;
- To replace with triple-glazed windows, and professionally clean, all 4 rear windows of our flat, to be overseen by our surveyor to ensure quality of material and work;

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.