

DATED

8 March

2017

(1) TIMOTHY MURRAY GLADSTONE and CAROLINE MARY GLADSTONE

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

relating to land known as
17 Boscastle Road, London NW5 1EE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/00/1781.678

THIS AGREEMENT is made the 8th day of March 2017

B E T W E E N:

- i. **TIMOTHY MURRAY GLADSTONE** and **CAROLINE MARY GLADSTONE** of 17 Boscastle Road, London NW5 1EE (hereinafter called "the Owner") of the first part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 377671.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 10 February 2016 under reference number 2016/0758/P.
- 1.4 The Council refused the Planning Application on 8 July 2016.
- 1.5 An appeal under section 78 of the Act in respect of the refusal of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/W/16/3161931.
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.4 | "Construction Management Plan" | <p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or</p> |

structures on the Property and the building out of the Development;

- (ii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Management
Plan Implementation Support
Contribution"

the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the

Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

construction of a single storey 1 bedroom dwellinghouse (Class C3) following demolition of garages and a garden store as shown on drawing numbers 073-A-001; 073-A-011; 073-A-012; 073-A-101; 073-A-102; 073-A-103; 073-A-201; 073-A-202; 073-A-203; 073-X-001; 073-X-011; 073-X-101; 073-X-201

2.9 "the Existing Buildings"

the garages and a garden store located on the Property as at the date of this agreement

- 2.10 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.11 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council and the Owner
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10 February 2016 under reference number 2016/0758/P
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.15 "the Planning Permission" any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/16/3161931 pursuant to the appeal against the refusal of the Planning Application

- 2.16 "the Property" the land known as 17 Boscastle Road, London NW5 1EE the same as shown shaded grey on the plan annexed hereto
- 2.17 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.18 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Parties save where the context states otherwise shall include their successors in title.

3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with

and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/0758/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/0758/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/0758/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/0758/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner or their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owners have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
TIMOTHY MURRAY GLADSTONE
in the presence of:

.....
Witness Signature

Witness Name

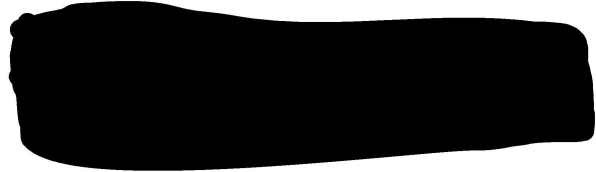
Address

PAT SOLOMON

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE 17 BOSCASTLE ROAD, LONDON
NW5 1EE

EXECUTED AS A DEED BY
CAROLINE MARY GLADSTONE
in the presence of:

)
)
)



.....
Witness Signature



Witness Name

PAT SOLOMON

Address



Occupation

Housewife

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

)
)
)
)

.....
Authorised Signatory

[Signature]



SCHEDULE:

THE FIRST SCHEDULE Pro Forma Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

R. Alexander

NORTHGATE SE GIS Print Template



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DATED

8 March

2017

(1) TIMOTHY MURRAY GLADSTONE and CAROLINE MARY GLADSTONE

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
17 Boscastle Road, London NW5 1EE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
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Tel: 020 7974 1918
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CLS/COM/00/1781.678

Appeal Decision

Site visit made on 21 March 2017

by Elizabeth Pleasant DipTP MRTPI

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 7 April 2017

Appeal Ref: APP/X5210/W/16/3161931

17 Boscastle Road, Camden, London NW5 1EE

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mrs Caroline Gladstone against the decision of the Council of the London Borough of Camden.
 - The application Ref 2016/0758/P, dated 10 February 2016, was refused by a notice dated 8 July 2016.
 - The development proposed is a single storey, one-bedroom house at the rear of 17 Boscastle Road, a semi-detached townhouse. The site is partly occupied by two garages and a garden store, these existing building are proposed to be demolished. There is an existing mews road serving the back of the garages and this will form the access of the proposed house.
-

Decision

1. The appeal is dismissed.

Procedural Matter

2. The Council's decision notice advises that reasons for refusal Nos. 4 and 5 could be overcome by entering into a Section 106 agreement. A signed and completed undertaking under Section 106 of the Town and Country Planning Act 1990 has accompanied the appeal. It contains obligations to secure the development as car free, and undertakes to submit a Construction Management Plan to prevent parking stress and congestion in the surrounding area, secure pedestrian safety and protect amenity. I consider that the provisions of the undertaking are necessary to make the proposed development acceptable in planning terms, having regard to reasons for refusal Nos 4 and 5, and that they otherwise accord with Regulation 122 (2) of The Community Infrastructure Levy Regulation 2010.

Main Issues

3. Having regard to the outstanding reasons for refusal, I consider the main issues to be the effect on the:
 - Character and appearance of Dartmouth Park Conservation Area;
 - Living conditions of neighbouring residents, with particular regard to noise and disturbance; and
 - Living conditions of future occupiers, with particular regard to outlook.
-

Reasons

Character and appearance of Dartmouth Park Conservation Area

4. The appeal site currently forms part of the rear garden of 17 Boscastle Road and adjoins Grove Terrace Mews. It lies within Dartmouth Park Conservation Area and the adopted Dartmouth Park Conservation Area Appraisal and Management Statement, 2009 (CAMS) recognises the contribution that the large garden areas of many of the properties within this area make to its semi-rural quality on the fringe of the Heath.
5. Grove Terrace Mews separates the ends of the rear gardens of the houses on Boscastle Road and Grove Terrace. It is an attractive and tranquil lane which provides access to a number of single storey garages and buildings which are positioned within the rear gardens of the neighbouring properties. It presents a utilitarian character which serves the parking and storage needs of the adjacent properties, and the CAMS attributes the interest of this lane to the *'small scale and intimate spaces created by the buildings that face the garden walls at the rear of Boscastle Road.'*
6. The existing double garage and store which front onto the mews, and which the proposed dwelling would replace, sit comfortably within their setting. In contrast, their replacement with a new dwelling in this established 'back of house' location, would conflict sharply with the historic pattern of residential development in this area.
7. The proposed dwelling would be sited directly in front of the entrance to Grove Terrace Mews. Consequently, it would be visually prominent when entering the lane and clearly open to public views from Grove Terrace. Despite the siting, layout and use of traditional brickwork for the proposal, which I understand aims to visually link it to the neighbouring garages; the dwelling would appear incongruous in this location. It would be particularly conspicuous by reason of its height, unusual winged roof form and the way it presents itself to the lane, and its overall form would contrast sharply with the established small-scale horizontal grain of the 'street' scape. The dwelling in this location would intrude into the prevailing intimate and harmonious utilitarian space which defines the special character of the mews, and it would be at odds with the back garden and service area in which it would be located. Moreover, it would lead the viewer to question how it came to be.
8. I have taken into consideration the detached property which is located at the northern end of the mews. However, historically there has always been a house in this location, and consequently it has a different setting and relationship to the lane than the appeal proposal. The presence of this other dwelling does not alter the prevailing character and pattern of development in the area which I have described above, and I therefore give this consideration limited weight.
9. I conclude that the proposed dwelling would cause significant harm to the character and appearance of Dartmouth Park Conservation Area. It would cause less than substantial harm to the Conservation Area as a heritage asset. This harm is not outweighed by any public benefits, including the social benefits of providing accessible living accommodation for the appellant. The proposal is therefore contrary to policies in the National Planning Policy Framework which seek to conserve and enhance the historic environment and

conflicts with Policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy (CS) and Policies DP24 and DP25 of London Borough of Camden Local Development Framework, Development Policies (DPM) which seek to ensure, amongst other things, that new development respects local context and character, takes account of conservation area statements and only permit development which preserves and enhances Camden's heritage assets.

Living conditions of neighbouring residents

10. The deep and verdant garden areas of properties on Boscastle Road and Grove Terrace provide their residents with an unusual high sense of tranquillity for an urban area. Although I recognise that the new dwelling would only be suitable for occupancy by a single person or couple, the vehicle movements and activity associated with the dwelling would not be confined to its occupants. It would also attract visitors, service and delivery vehicles. Although those movements would not be substantial in numbers, in view of the existing very private and serene nature of this area, any material increase in activity in this location would change the peaceful environment currently enjoyed by neighbouring residents within their garden areas, and have a harmful effect on their living conditions.
11. I understand the personal circumstances of the appellant, and the intention to provide accommodation for elderly persons. However, it is not possible to control the activities and movements of any future occupiers of the dwelling, and I therefore give this consideration only limited weight.
12. I conclude that the proposed development would have a harmful effect on the living conditions of neighbouring residents, with particular regard to noise and disturbance. I therefore find conflict with the development plan, and in particular with Policy CS5 of the CS and Policy DP26 of the DMP which seek to ensure, amongst other things, that the impact of development on occupiers and neighbours is fully considered and does not cause harm to amenity, including the impact from noise.

Living conditions of future occupiers.

13. The proposed dwelling would have two private courtyards available for use as external amenity space. Although each area would be relatively small, overall there would be sufficient space for future occupiers to sit out, dry clothes and a place to store bins and cycles. Furthermore, the proposed living space would be well lit by both skylights and large glass doors which would open out into the courtyard areas. Consequently, although the outlook from the dwelling would be relatively enclosed by the sites boundary walls, the proposed living accommodation would not feel oppressive.
14. I therefore conclude that the proposed dwelling would provide for acceptable living conditions for its future occupiers, with particular regard to outlook. I therefore find no conflict with the development plan, and in particular with Policy CS5 and CS6 of the CS and Policy DP26 of the DMP which seek to ensure, amongst other things, that new development provides quality homes with an acceptable standard of accommodation for future occupiers.

Other Matters

15. I have had regard to permitted development rights which would allow for the construction of a large building within the garden area of the existing dwelling. However, although such a building could have some of the characteristics of the proposed dwelling in terms of footprint and design, it would not allow for a building as high as the proposed building in this case and nor would it allow for a building to be used as a separate dwelling. The proposed height and residential use of the appeal proposal would contribute to the harm I have identified in the main issues above, and therefore the existence of permitted development rights is not a material consideration in this instance.
16. I have had regard to the appellant's personal circumstances and taken into account the contribution the proposed dwelling would make to meeting housing needs within the Borough. However, the social benefits that would be derived from a single accessible dwelling would not outweigh the harm I have identified to the character and appearance of Dartmouth Park Conservation Area, and the living conditions of neighbouring residents.

Conclusion

17. Although I have found that the proposed development would provide for acceptable living conditions for future residents, I have found that it would cause significant harm to the character and appearance of Dartmouth Park Conservation Area and the living conditions of neighbouring residents. Therefore, for the reasons given above and taking into account all other matters raised, I conclude that the appeal should be dismissed.

Elizabeth Pleasant

INSPECTOR