EVEBRIEF

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DREAMLAND'S DREAMS TAKEN AWAY

Ben Aldridge
Editor

At item 14 we report on the Court of Appeal's decision to reject a long-running challenge against the compulsory purchase of the former Dreamland amusement park in Margate. The Compulsory Purchase Order was made to facilitate regeneration plans covering the whole of the site, and which included a heritage theme park, after negotiations with the owner about an alternative scheme covering only part of the site broke down. The owners challenge centred on viability and an argument that regeneration could have been achieved without a CPO. The case serves as a reminder of the the principles set out in Circular 006/2004 that a general indication of funding intentions and third party commitments will usually be sufficient evidence of viability. Where, as in this case, there is a reasonable prospect a scheme will go ahead, that will normally be evidence of viability in itself.

At item 8 we report on revised guidance issued by the government on planning and other appeals and the award of costs, and on the new Commercial Appeals Service. This follows changes made earlier in the year, and reported in Evebrief Volume 35(13,) which came into power with effect from 1 October, and interested parties will want to familiarise themselves with this.

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LANDLORD & TENANT

01 Upper Tribunal (Lands Chamber)

Covenant in lease to use only as a dwelling for lessee and family – terms of new lease to be granted under the Leasehold Reform, Housing and Urban Development Act 1993 – power to vary terms of lease on enfranchisement

*BURCHELL V RAJ PROPERTIES LTD
[2013] UKUT 0443 (LC) – Case Number: LRA/123/2012 Decision given: 23.09.13

Facts: The appellant, B, was the long leaseholder of a flat, the freeholder of which was RPL, the respondent. The lease contained a covenant "to use the flat as a private dwelling for the lessee and his family and for no other purpose". B gave notice under s42 of the 1993 Act to exercise his right to a new lease.

Point of dispute: Whether the words "for the lessee and his family" should be deleted from Clause 2(16) of the lease so that it would become a covenant by the lessee "to use the flat as a private dwelling and for no other purpose". At first instance the Leasehold Valuation Tribunal rejected B's submission that the clause should be amended and B appealed against that decision.

Held: The appeal was dismissed. The court rejected B's argument that the clause should be interpreted as a requirement that the flat be used for no purpose other than as a private dwelling and that the words "for the lessee and his family" did not impose a further restriction on the persons entitled to use the flat and accordingly subletting of the flat was permitted. The natural and ordinary meaning of the clause was that only the lessee i.e. the person in whom the lease was vested for the time being and his family could use the flat and that they could only use it as a private dwelling. Clause 2(13) which required the lessee to give the landlord notice of "every assignment transfer charge mortgage or devolution of any interest in the demised premises" did not assist B. These words referred to some vesting of an interest in the demised premises by operation of law, e.g. on the death or bankruptcy of the lessee. The covenant could not be said to have been a "defect" in the sense of a mistake which neither party could have intended to be included in the original lease. It was included deliberately, although its consequences may not have been appreciated by the original lessee.

PLANNING

02 Court of Appeal

Gypsy caravan site in the green belt – respondent a single parent suffering from disability – unmet need for gypsy sites in area – whether planning inspector irrationally refusing to grant temporary permission

*MOORE V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT
(2013) PLSCS 232 – Decision given 09.10.13

Facts: The respondent, M, was a gypsy with three young children. In July 2010 she moved her mobile home onto land within the metropolitan green belt, but the lpa refused to grant permission for change of use from equestrian to private gypsy and traveller caravan site. The Sec of State's planning inspector dismissed M's appeal against the refusal of planning permission, although he recognised M could not afford to buy a site with permission, that the council run gypsy sites in the area were full and there was a possibility that if she were evicted M might have to resort to roadside camping. In the court below the inspector's decision was quashed, the judge holding that the inspector's refusal of temporary permission had been irrational.

Point of dispute: Whether the Sec of State's appeal would be allowed against the judge's decision.

Held: The appeal was dismissed.

i. The judge had dealt properly with M's challenge to the inspector's decision on the grounds of Wednesbury unreasonableness and had not strayed into a judgment on planning merits. The question of a temporary permission had to be considered in the light of guidance in Circular 01/2006, which included the requirement to attach substantial weight to an unmet need for alternative gypsy and traveller sites, and a stated intention of helping to avoid gypsies becoming homeless through eviction from unauthorised sites.

ii. The judge had been correct to criticise the inspector's failure to make any finding as to whether it was more likely than not that M would have to resort to roadside camping if temporary permission was refused. Such a result would involve serious interference with the family's Article 8 rights (to have regard to the best interests of the children as a primary consideration).

iii. Roadside camping was likely to be more harmful to the green belt and the countryside than the temporary permission M sought.

iv. The inspector should have made a finding as to the likelihood of M resorting to roadside camping if temporary permission were refused. If he had done this and followed through the implications he may not have reached the same conclusion.

03 Court of Appeal

Planning permission refused for use of land as a residential traveller caravan site – whether Sec of State erring in refusing to grant planning permission – whether failing to take best interests of children into account as primary consideration

*COLLINS V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT
[2013] PLSCS 233 – Decision given 09.10.13

Facts: C, the appellant, was one of a group of 78 travellers who had been living in caravans on a site near Blackpool since November 2009. The Sec of State had dismissed C's appeals against refusal of planning permission. In his report the inspector accepted that the traveller families were likely to be left without a permanent base and having to resort to a roadside existence, and he had also found that considerable weight should be accorded to the unmet need for gypsy and traveller sites in the area. However, having regard to the effect on the landscape, visual amenity and highway safety he found that the overall balance did not justify the grant of permanent planning permission. Nor could a temporary permission be given because it was not clear the planning situation would change so as to give rise to a reasonable likelihood of an alternative site becoming available.

Point of dispute: Whether C's appeal would be allowed against the decision of the judge in the court below that the inspector's approach had been correct, notwithstanding that it had not referred in terms to the best interests of the children.

Held: The appeal was dismissed.

i. Planning decisions had to have regard to the principle in Article 3(1) of the United Nations Convention on the Rights of the Child that in all decisions concerning children, their best interests had to be treated as a primary consideration.

ii. Rights to family or private life under Article 8 ECHR had to be taken into account as material considerations within the statutory planning framework which could potentially outweigh any incompatibility with the development plan. Matters relating to a child's best interests would normally be conveyed through social inquiry reports and evidence from parents or carers.
It would not usually be necessary for decision–makers to make their own enquiries as to evidence that might support the child's best interests.

iii. The decision in this case had considered all matters relevant to Article 8 and the view was taken, with due regard to those matters, that such a refusal would be a proportionate interference with the Article 8 rights of the occupiers of the site.

iv. The children's best interests had been properly taken into account in the inspector's decision letter. Although these told in favour of a grant of planning permission, they were outweighed by the harm that would be caused by a grant of permission. The children's best interests were not necessarily determinative and could properly be found to be outweighed by the identified harm.

v. Guidance in Circular 01/2006 stated that a temporary permission might be justified where planning circumstances were expected to change in a particular way when the temporary permission came to an end. In this case the inspector had found that it was not reasonably clear that the planning circumstances would change so as to lead to there being a reasonable likelihood of an alternative site being available at the end of a defined period.

04 Administrative Court

Application for planning permission for material change of use – whether defendant council gave adequate reasons for decision to grant permission

*R (ON THE APPLICATION OF WILDIE) V WAKEFIELD METROPOLITAN DISTRICT COUNCIL
(2013) PLSCS 218 – Decision given 13.09.13

Facts: The interested party sought planning permission from WDC to change the use of a field on her farm in the green belt to a caravan and camping site, including residential use for a manager's mobile home. WDC's planning officer reported the change of use was inappropriate development in the green belt which could only be justified if there were very special circumstances to outweigh the harm. Although his recommendation was to permit the change of use to a caravan and camping site, but not for the residential development, WDC granted the application in full.

Point of dispute: Whether W's application for judicial review of the decision to grant permission would be allowed. W argued that WDC had failed to give adequate reasons for their decision to grant planning permission contrary to Article 31 of The Town and Country Planning (Development Management Procedure) (England) Order 2010, and that it had also failed to properly interpret or take into account the green belt policy in the NPPF. The main issue in the dispute was whether WDC's reasons were adequate given the planning officer had come to the conclusion that very special reasons did not exist which justified the inappropriate development in the green belt.

Held: W's application was allowed. The general rule is that summary reasons for a decision are adequate in the grant of a permission, whereas full reasons are required where permission is refused. Fuller reasons would also be required in a Sec of State's decision letter. Where members of the lpa followed a planning officer's recommendation to grant planning permission a relatively brief summary of reasons would be adequate, but if they granted permission contrary to the planning officer's advice, a fuller explanation of reasons might be necessary. In this case the planning officer's report had contained detailed reasons for his conclusion that very special circumstances did not exist which meant that the planning committee should have given a fuller summary of its reasons for disagreeing with that recommendation. As a result it had not been possible for the applicant or any relevant third party to ascertain whether WDC had properly interpreted or applied the "very special circumstances" test and what considerations it had or had not taken into account.

05 Administrative Court

Appeal against refusal of planning permission for change of use from agricultural land to camping and caravan site – NPPF – economic growth – whether inspector failed to give adequate reasons for decision

*FORDENT HOLDINGS LTD V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT
[2013] PLSCS 223 – Decision given 26.09.13

Facts: FH applied to the lpa for change of use from agricultural land to a camping and caravan site on a site in a green belt area outside Chester. The development was also to include a shop, reception, office building and three amenity blocks. On the day before the NPPF was published permission was refused on the grounds that the proposal represented inappropriate development in the green belt and that inadequate information had been provided to show that there were very special circumstances which outweighed the harm caused. FH's appeal was dismissed by an inspector appointed by the Sec of State who found, despite the benefits of the scheme, that the particular characteristics of the appeal site meant that the harm caused by the development would not be outweighed by other considerations.

Point of dispute: Whether FH's application to quash the inspector's decision would be allowed. It argued that the inspector:

i. was wrong to conclude that the proposed change of use was inevitably inappropriate development not permitted in the absence of very special circumstances;

ii. was wrong to conclude that the exceptions to the general rule in para 89 of the NPPF, that a local planning authority should regard the construction of new buildings as inappropriate in the green belt, did not apply;

iii. had failed to have regard to the policy in the NPPF which stated that significant weight should be given to the need to support economic growth in the planning system; and

iv. had failed to give adequate reasons for concluding that the scheme failed to safeguard the countryside from encroachment.

Held: FH's application was dismissed.

i. In principle a change of use is as much development as the forms of operational development identified in s55 of the Town and Country Planning Act 1990. The meaning of the word "development" in the NPPF has the same meaning as in s55, which meant that a material change of use was capable of being inappropriate development within the meaning of para 87 of the NPPF. Read together, the meaning of paras 87, 89 and 90 of the NPPF was clear: development in the green belt was inappropriate and thus could only be permitted in very special circumstances.

ii. The purpose of the exceptions to the general rule in para 89 was to distinguish between types of new buildings which would be inappropriate if built in the green belt and those that would not. The decision maker had to decide in each case whether a particular building would preserve openness and not conflict with the purposes of the green belt.

iii. The inspector had accorded weight to the economic benefits of FH's development proposal. The harm it would cause had to be weighed against those as well as other factors that supported the application. There was no legal requirement for the inspector to use the word "significant".

iv. There was no substance to the argument that the inspector had failed to give reasons for his conclusion the proposed building would fail to safeguard the countryside from encroachment.

06 Statutory Instrument

SI 2013/2435 The Town and Country Planning (General Permitted Development) (Amendment) (England) (No. 4) Order 2013

This Order, which came into force on 01.10.13, provides that demolition of the whole or any part of a gate, fence, wall or other means of enclosure, where such demolition is "relevant demolition" for the purposes of s196D of the Town and Country Planning Act 1990, is not permitted development for the purposes of the 1995 Order and will require planning permission.

http://www.legislation.gov.uk/uksi/2013/2435/contents/made

07 CLG Statistical Release

Planning applications in England: April to June 2013

These are national statistics about numbers of planning applications made and permissions granted in England. Between April and June:

- 109,900 planning applications were decided, 1% fewer than in the same quarter of 2012;
- 90,000 permissions were granted, a rise of 1% over last year;
- 89% of applications were granted, just 1% more than the same quarter in 2012; and
- 11% more residential decisions were decided compared to the June quarter of 2012. Major decisions (ten or more dwellings) went up by 45%.

During the year ending June 2013:

- 418,600 applications were decided, 4% fewer than the previous year;
- 343,000 permissions were granted, also a fall of 4%;
- 88% of decisions were granted, 1% more than the previous year;
- 59% of major applications were decided within 13 weeks; and
- 2% more residential decisions were made compared with the previous year, while major residential decisions went up by 14%.

https://www.gov.uk/government/publications/planning-applications-in-england-april-to-june-2013

08 CLG Guidance

Planning and other appeals, and the award of costs: guidance

W.e.f. 01.10.13 changes have been made to the appeals procedure for planning and some other appeals. This guidance provides information on planning and other appeals and the award of costs, and the introduction of the Commercial Appeals Service, which is an expedited procedure for some minor commercial appeals such as those relating to advertisement consent or shop fronts.

https://www.gov.uk/government/publications/planning-and-other-appeals-and-the-award-of-costs

09 CLG Consultation outcome

Planning Act 2008 – summary of responses to the consultation on proposed changes to the suite of guidance documents for the major infrastructure planning regime

In April 2012 a consultation was launched on a review of the six guidance documents underpinning the Planning Act 2008:

- Guidance on the pre–application process;
- Guidance on associated development applications for major infrastructure projects;
- Guidance for the examination of applications for development consent;
- Guidance on the application form;
- Guidance on the Infrastructure Planning (Fees) Regulations 2010; and
- Guidance on procedures for the compulsory acquisition of land.

Thirty-seven substantive responses were received from a range of organisations on all six guidance documents. This paper summarises the main areas in those documents that have been amended and clarified and contains links to the revised guidance documents that reflect the requests for clarity and simplification.

https://www.gov.uk/government/consultations/major-infrastructure-planning-guidance

HOUSING

10 HCA Bulletin

Housing Market Bulletin – September 2013

The Housing Market Bulletin provides the latest information on the housing market, the economy and the housebuilding industry. Latest indicators show that:

- average house prices are continuing to rise, led by the London market. According to the Office for National Statistics (ONS) average house prices in the year to July 2013 increased by 3.3%. If London is excluded prices rose by 1.3%;
- according to HMRC there were 102,880 residential property transactions in the UK in August 2013;
- lending to first time buyers was £3.5bn, an increase of 45.8% on July 2012;
- according to ONS the volume of new construction orders in the second quarter of 2013 was 33.5% higher than in the second quarter of 2012;
- the number of people in employment in the UK was 29.84 million in May-July 2013 – this is 275,000 more than in the same period of 2012. The level of unemployment remains fairly stable at 2.49 million; and
- inflation is running at 2.7% compared to 2.8% in July.

http://www.homesandcommunities.co.uk/ourwork/market-context

REAL PROPERTY

11 Court of Appeal

Benefit and burden of repair covenant

*ELWOOD V GOODMAN
(2013) PLSCS 219 – Decision given 04.09.13

Facts: G, the appellants, occupied light industrial units on an estate served by a private access road. At the same time as they were negotiating to purchase the freeholds of the units, E, the respondent, agreed to buy the undeveloped part of the estate and the estate roads. E's transfer, which was the first to complete, reserved to the vendors and their successors in title the right to use the estate roads with a corresponding covenant by the vendors and the owners for the time being of the units to contribute to E's costs of maintaining the portion of the access road onto which the vendors' premises abutted. The transfers of the units took place two months later and included the right for the purchasers to use the access road and a covenant on their part to pay a contribution towards the costs of maintaining the access road. E brought proceedings to establish G's liability to contribute towards the maintenance costs of the access road and he obtained an assignment from the vendors of the benefit of the purchaser's covenant in the transfers of the units.

Point of dispute: Whether G were liable to contribute towards the cost of maintaining the access road. They accepted that the assignment had passed to E the benefit of the covenant, but they argued that E could not be the "successor" of the vendors in their transfers since he had acquired the access road from the vendors before the date of the transfers of the units to them. Consequently no expenditure, past or future, could be recovered under the covenant. That argument was rejected in the court below and E's claim was allowed. G appealed.

Held: The appeal was allowed in part.

i. A reasonable person would have known that the purpose of the covenant in the transfers of the units was to require them to contribute towards the costs of maintaining the access road, and that prior to that date title to the road had passed to E. E was the vendors' "successor" and that word did not have the restricted meaning contended for by G.

ii. G were also liable under the equitable principles of benefit and burden. The three principles that were required to establish this were met in the September 1986 transfer of the estate roads under which the vendors covenanted that they and their successors would contribute to the maintenance that E agreed to carry out to the access road over which the rights of way were reserved. There was nothing in that transfer to indicate that the vendors only intended to give a personal covenant. The requirement for the rights to be conditional on the performance of payment obligations was one of substance rather than form; the link between the rights of way reserved over the access road and the obligation to contribute to the cost of repairing it was clear and obvious.

iii. The mismatch between the rights granted and the scope of the covenants did not matter – the rights of way reserved were in general terms over all the estate roads, whereas the covenant related to maintenance of a specific part of the access road. A purchaser who succeeded to the rights of way on acquiring part of the retained land had to assume the burden of contribution appropriate to the land that he had acquired.

iv. Nor did it matter that the burden of the covenant had not been registered against the vendor's title since the burden in equity of a positive covenant did not have to be registered in order to bind successors in title.

v. The court below had erred to the limited extent of finding that G were liable to contribute to the costs of maintaining an additional strip of roadway, which E had added to the access road in 1996, and street lights constructed at the same time. There was no finding that G had acquired a right of way over the additional strip, as opposed to a license to use it. Without such a right the burden of contributing to improvements did not satisfy the test of correlation between rights granted and obligation imposed. G's appeal was allowed to that extent.

12 Court of Appeal

Rectification of lease

*AHMAD V SECRET GARDEN (CHESHIRE) LTD
[2013] PLSCS 230 – Decision given 06.08.13

Facts: In 2011 the appellant, A, granted a seven-year lease of a property to SG. Before the lease was granted the owner of SG had advised A that he wanted to convert the property into a children's nursery and also live there with his family. This meant that the lease needed to contain permission to sublet, make alterations, use the premises for any purpose and deliver them up at the end of the term without reinstatement to their previous condition. A standard business lease was amended to incorporate these terms, but the final standard form lease omitted the amendments. SG went into possession of the property, but could not get the necessary consents for the children's nursery. He therefore sublet the property and took in lodgers. A brought a claim for possession alleging that SG was in breach of the lease and relet the property. At first instance the possession claim was dismissed and SG's counterclaim for rectification of the second lease allowed.

Point of dispute: Whether A's appeal would be allowed. The recorder had found that a few days before the second lease was signed A had assured SG that it would include the amendments that had been in the first lease. She concluded that the terms of the lease were spread over two documents and that the second lease should be rectified to include the amendments that had been agreed in the first lease. A contended that the requirements for rectification were not made out or, alternatively, that rectification should be refused as a matter of discretion.

Held: The appeal was dismissed.

i. As the second lease had to be registered the terms omitted would not be enforceable without an order for rectification. Rectification could be granted if the parties had had a clear intention and what had been executed did not achieve that intention, but there had to be an outward expression of accord that had continued down to the making of the agreement.

ii. The recorder had been entitled to find that the evidential requirements for rectification were met. Because the negotiations were not prolonged and the parties were negotiating as lay persons and dealing with detailed standard forms rather than custom–made documents, SG could demonstrate an outward expression of accord. A's assurance to SG only a few days before the second lease was executed that the amendments in the first lease would apply was also relevant.

iii. The parties had been mistaken in that they had thought that the two leases would take effect in conjunction with one another and they had intended both the second lease and the amendments in the first lease to be binding. The court could rectify the second lease to achieve what it was objectively intended to achieve.

iv. Rectification was an equitable remedy which the court could refuse to grant if it thought fit. SG had not affirmed the unrectified second lease and there were no factors in this case which should have led the recorder to refuse rectification.

CONTRACT

13 High Court

Meaning of overage clause

* WALTON HOMES LTD V STAFFORDSHIRE COUNTY COUNCIL [2013] PLSCS 231 – Decision given 08.10.13

Facts: In January 2000, WH purchased a former playing field from SCC. The agreement contained a development claw-back clause which set out the circumstances in which SCC might be entitled to receive additional consideration after completion in the event of planning permission for the site being obtained at some future date. Overage was to be calculated by reference to the difference in open market value of the site with the benefit of planning permission and the value assuming the permission did not exist with SCC being entitled to 50% of the difference. A surveyor who was appointed by the parties to interpret the meaning of the words "additional consideration" decided in an interim determination that the broad intent of the agreement was that WH should pay by way of additional consideration an amount that reflected the uplift of value brought about by unlocking the development potential of the property.

Point of dispute: Whether to grant WH an order that the surveyor's determination should be set aside on the grounds that his interpretation of the clause had been manifestly erroneous. The surveyor had concluded that the phrase "assuming the permission does not exist" should be construed as meaning not only that planning permission had not been granted, but also that the planning officer had not made a recommendation leading to the grant of permission and the planning committee had not passed a resolution to grant the permission. WH argued that although the words required the surveyor to ignore the existence on the valuation date of the planning permission itself, those other steps on the way to obtaining a planning permission should not be ignored. If WH was correct the difference between the two values for the purpose of calculating overage would be relatively small.

Held: WH's claim was dismissed. The words "manifest errors" applied only to errors in figures and obvious blunders, not to errors in judgment. The court was asked to determine whether the surveyor's determination contained a manifest error. WH had to prove not only that his reasoning was wrong but that it was manifestly wrong. The surveyor had not been manifestly wrong to apply the principles laid down in Chartbrook Ltd v Persimmon Homes Ltd (2009) to the words "the permission" and to come up with a wording which reflected the intent, namely that the parties were to share equally the planning gain obtained on the site.

COMPULSORY PURCHASE

14 Court of Appeal

Validity of CPO – viability

*MARGATE TOWN CENTRE REGENERATION CO LTD V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT [2013] PLSCS 230 – Decision given 08.10.13

Facts: The appellant, MTCG, owned the site of a former amusement park in Margate. The local plan policy supported its regeneration, primarily for leisure uses with the possibility of some housing if this supported that aim. The lpa entered into discussions with MTCG about a possible regeneration scheme to which MTCG would contribute £4m, but ultimately the lpa resolved to adopt a different funding package. This followed consultations with experts over possible funding schemes for a regeneration proposal that would include a heritage amusement park as its centrepiece. In May 2011 the lpa made a CPO in respect of the whole site.

Point of dispute: Whether to allow MTCG's appeal from the dismissal by the court below of its application under s23 of the Acquisition of Land Act 1981 to quash the CPO. MTCG contended that the inspector's conclusions had erred in law on various matters including: (i) the operational viability of the regeneration scheme finally adopted by the lpa; and (ii) the necessity for a CPO to achieve regeneration.

Held: The appeal was dismissed.

i. The guidance in Appendix A of Circular 06/2004 indicated that, when considering the potential financial viability of a scheme, a general indication of funding intentions and commitments from third parties would usually be sufficient to reassure the Sec of State that there was a reasonable prospect of a scheme proceeding. If there was a reasonable prospect that the scheme would go ahead, that of itself would be evidence of viability and it would be rare for the Sec of State to override a local authority's opinion that a scheme was viable. In this case, on the evidence, the inspector had been entitled to take the view that the lpa's scheme was operationally viable, given its proven commitment to the scheme and the willingness of third parties to support it, and he had given valid reasons for his conclusion.

ii. The inspector had not made any material error as to the availability of an alternative option in the form of a voluntary sale by MTCG, on the basis that it would retain two areas of land for the purposes of developing them. Any such development would have to enhance the regeneration scheme; permitting MTCG to retain those areas would however frustrate the lpa's longer term objectives for the site and there was an overwhelming need for regeneration for the economic and social benefit of the town. For the lpa's scheme to work, it needed the whole site and a CPO was necessary to secure the land as MGCG was not prepared to transfer it voluntarily.

GENERAL

15 CLG Bidding Guidance

Building Foundations for Growth: Enterprise Zone Capital Grant Fund
The Enterprise Zones Capital Grant Fund is a £100 million fund being made available in the financial year 2014/2015 to accelerate development in Enterprise Zones. Until now Enterprise Zones have been given the opportunity to access finance on a recoverable basis, however, some Enterprise Zone sites require direct grant support to make them commercially viable for development. This fund is available on a grant basis and is available to support capital projects that will overcome barriers to Enterprise Zone development and overcome market failures that are preventing development on Enterprise Zone sites.

https://www.gov.uk/government/publications/enterprise-zone-capital-grant-fund-bidding-guidance

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Abbreviations
The following abbreviations are used in evebrief:

BLD	Lexis Nexis Butterworths (internal abbreviation)
EG	Estates Gazette
EGLR	Estates Gazette Law Reports
EWCA	England & Wales Court of Appeal
EWHC	England & Wales High Court
P&CR	Property, Planning and Compensation Reports
PLSCS	Property Law Service Case Summaries

The star system
Cases are marked with one, two or three stars as follows:

*** Essential reading on the point of law or valuation with which the case is concerned, because it adds to, or clarifies or changes, the law.

** Noteworthy case which does not significantly alter the law or which relates to a relatively obscure point.

* Interesting but non-essential reading.

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WALES

PLANNING

01 Welsh Government Policy Document

Technical Advice Note (TAN) 20: Planning and the Welsh Language

The purpose of this TAN is to provide guidance on how the planning system considers the implications of the Welsh language when Local Development Plans are prepared, including the roles of the Single Integrated Plan and LDP Sustainability Appraisal.

http://new.wales.gov.uk/topics/planning/policy/tans/planning-and-the-welsh-language/?lang=en

02 Welsh Government Publication

External Solid Wall Insulation: A Planning Guide for Householders

This leaflet is aimed at householders and contains information on the issues that need to be considered before external wall insulation is installed, focusing on current permitted development rights and the ways in which insulation can be installed so as reduce its impact on householders themselves, their neighbours and the environment.

http://new.wales.gov.uk/topics/planning/policy/guidanceandleaflets/external-solid-wall-insultation-guide/?lang=en

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ENERGY

03 Technical Advice Note

Technical Advice Note (TAN) 8 Database 2013 – Review of Wind Farm Development

This is a summary of the output of wind farm schemes in Wales (over 5 megawatts) which are being considered, have been approved or are operational. It differentiates between projects up to 50 megawatts, which are determined under Town and Country Planning legislation, and projects over 50 megawatts, which are the responsibility of the UK Government.

http://new.wales.gov.uk/topics/planning/planningstats/windfarminterest/?lang=en

NORTHERN IRELAND

PLANNING

04 DOE consultation

PPS 15 Revised (Draft) 'Planning and Flood Risk' Deadline for Comments: 10.01.14

- PPS15 'Planning and Flood Risk' was published in June 2006 with a commitment that it would be reviewed within five years.
- Revised Draft PPS15 is the outcome of the Review.
- The PPS aims to prevent future development that may be at risk from flooding or that may increase the risk of flooding elsewhere.
- Revised Draft PPS15 contains one new policy dealing with development in proximity to reservoirs. It also updates the existing four policies in PPS15 and provides additional guidance taking account of new flood risk and drainage information that has become available since 2006.

http://www.planningni.gov.uk/draftrevisedpps15

05 Northern Ireland Planning Statistics

Provisional Northern Ireland Planning Development Management Statistics Report April – June 2013

Key points are as follows:

- In the first quarter of 2013/14 2,997 planning applications were received by DOE Planning, a fall of 7% compared to the same quarter last year;
- There has been a 4% decrease in the number of residential development applications from 1,719 in the first quarter of 2012/13 to 1,644 in the first quarter of 2013/14;
- In urban areas the number of residential applications increased by 17% but they were down by 18% in rural areas;
- DOE Planning issued decisions on 2,825 applications in the first quarter of 2013/14, down by almost one fifth on the same quarter last year; and
- Over 95% of issued decisions in 2013/14 were approvals, just 1% more than last year.

http://www.planningni.gov.uk/index/news/news_releases/increase_residential_applications_urban.htm