Legal & Parliamentary

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evebrief

Editorial

We report the case of Scottish and Newcastle plc v Raguz, which was a House of Lords judgement delivered on the 29 October 2008. The outcome sees common sense has prevailed on the interpretation of Section 17 of the Landlord and Tenant (Covenants) Act 1995, which requires landlords to serve notice on former tenants before they can collect rent arrears from them either under an Authorised Guarantee Agreement or as original tenant under a pre-1996 lease. The original judgement in the Court of Appeal held that if a reviewed rent has not been fixed by the review date, irrespective of whether the current tenant is in default, the landlord should serve a notice under Section 17 of the 1995 Act on any former tenants, if notice was not served, any rent increase would be irrecoverable from a former tenant if a current tenant did not pay. This judgement threatened to give institutional landlords an administrative headache during rent reviews. The House of Lords decision means that Section 17 notices only have to be served to protect rent that is due now but which has not yet been paid, ie where the tenant is currently in arrears, with a warning if appropriate, the debt might increase once an ongoing rent review has been completed. Thus unless the tenant is actually in arrears the landlord need not serve a protective notice on former tenants.

This decision has been very well received and undoubtedly reduces significantly unnecessary and time consuming bureaucracy and risk for landlords.

Pete Dines

GeraldEve

Landlord & Tenant

01

House of Lords

Landlord & Tenant (Covenants) Act 1995 — liability of former tenant for reviewed rent

*** SCOTTISH & NEWCASTLE PLC V RAGUZ (NO 2)
(2008) PLSCS 292 — Decision given 29.10.08

Facts: S&N was the original tenant under two underleases of hotel premises in London. In 1983 it assigned the underleases to R. Following further assignments the underleases were vested in a company that defaulted on the rent. Under s17(2) of the Landlord and Tenant (Covenants) Act 1995 the landlord served S&N with statutory notices in form 1 to recover the rent arrears as sums "now due". The notices were served at a time when rent reviews were outstanding, but they did not all include para 4 which referred to the possibility of claiming further sums at a later date, under s17(4), should the rent be determined at a higher amount. Later on, once the reviews were completed, the landlord served further s17(2) notices for the additional sums. A solvent purchaser for the underleases was found and in order to secure the assignment S&N paid off all the remaining arrears of rent. Pursuant to s24 of the Land Registration Act 1925 S&N claimed an indemnity from R for all the sums that it had paid to the landlord. In the courts below it was held that the landlord had not followed the correct procedure for claiming the additional reviewed rent, meaning that S&N was not liable for some of the sums in respect of which it sought an indemnity. However, S&N was found to be entitled to an indemnity from R for all the sums it had paid to the landlord on the grounds that s24 was not limited to amounts that the landlord could compel the former tenant to make by legal proceedings, but included payments that S&N had reasonably incurred, which would include those that it had had to pay to facilitate assignment of the underleases to a solvent assignee.

Point of dispute: (i) Whether R's appeal against the lower court's decision on the indemnity point should be allowed. (ii) Whether S&N's cross-appeal on the lower court's interpretation of s17 should be allowed. In the lower courts it was held: (a) rent "now due" within the meaning of s17(2) meant rent in respect of which a liability had arisen, even if that liability was for an amount that had not yet been determined; (b) during a rent review a landlord wishing to recover from an original tenant therefore had to serve notice under s17(2) within six months of the original unreviewed rent falling due, specifying the sum intended to be recovered as nil, but subject to para 4 and the possibility of the rent being determined at a higher amount on review; and (c) upon the reviewed rent being determined the landlord should serve a s17(4) notice claiming the increased amount.

Held: By a majority of 3 to 2 R's appeal was dismissed and S&N's cross-appeal was allowed. The words "now due" in s17(2)(b) meant sums that were now due and payable, and where a rent review was outstanding that referred to the pre-review rent. On the proper construction of s17(2) the fixed charge that became due on each payment date was the rent at the pre-review level. Any additional rent in respect of the period from the review date to when the revised rent was determined was a new and separate fixed charge that became "due" for the purposes of s17(2) on the determination date. The landlord had properly complied with s17 and had served all the notices necessary to preserve its rights against S&N in respect of all the unpaid rent, including that arising on the rent review. In paying all those sums S&N was discharging a legal obligation and was entitled to an indemnity from R in respect of them.

02

Court of Appeal

Protected tenancy — Section 34 Housing Act 1988

* TRURO DIOCESAN BOARD OF FINANCE LTD V FOLEY
(2008) PLSCS 282 — Decision given 22.10.08

Facts: F occupied a property which had been let to him by TDB's predecessor in title. In 2000, during possession proceedings brought against F by TDB in which F alleged that he was a protected tenant under the Rent Act 1977, the parties entered into an agreement embodied as a consent order which provided: (i) F's existing tenancy would be determined; (ii) F would vacate the property and hand back the keys for 24 hours; and (iii) on the following day TDB would grant F a new five-year assured shorthold tenancy. The order was signed and delivered as a deed, F moved out for 24 hours and then took up occupation again as before but no formal grant of a new tenancy was made.

Point of dispute: Whether F's appeal should be allowed against the ruling of the court below that once the five-year term provided for in the agreement had expired, he was not entitled to protection under the Rent Act 1977. The judge ruled that F could not have a protected tenancy under the Housing Act 1988 since he had not been a protected or statutory tenant "immediately before the tenancy was granted" within s34(1)(b).

Held: F's appeal was dismissed. (i) The purpose of s34(1)(b) was to prevent those who were entitled to the full protection of the 1977 Act from losing that protection as a result of being persuaded to enter into a new tenancy of the same property. However, a contractual or statutory tenant could choose to surrender his tenancy by, for example, surrendering possession for a short time. In return for giving up his questionable protection under the 1977 Act, F agreed to accept the certainly of an assured shorthold tenancy for five years. (ii) The agreement embodied in the consent order did not take effect as an immediate grant of a lease since it was an agreement for a tenancy to be granted in the future. (iii) The 24 hour period when F vacated the property was sufficient to prevent him from taking advantage of s34(1) (b).

03

High Court

Terms of occupation of caravan park — claimants seeking injunction to prevent defendant caravan owners from occupying mobile homes outside permitted times

***** BRIGHTLINGSEA HAVEN LTD V MORRIS
(2008) PLSCS 293 — Decision given 30.10.08

Facts: BHL was the tenant of a caravan park under a lease granted by a local authority freeholder. It granted site licenses to mobile home owners which stated that caravans could only be occupied between 1 March and 30 November, over weekends, and over ten days at Christmas. The defendants alleged that they had bought lodges from the second claimant company, which had the same managing director as BHL, on the strength of promises that they would be granted leases for their sites until the end of the period of BHL's lease and that although they understood they could not sleep in the lodges during the closed periods, they could use them during the day at those times.

Point of dispute: Whether BHL should be granted an injunction to prevent the defendants from occupying the lodges during the day during the closed periods. BHL contended that the defendants only had periodic tenancies terminable upon notice with a term that they could not use them for occupation either by day or by night during the closed periods. The defendants submitted that BHL knew that many of them had sold their homes in order to buy lodges and consequently they had equitable rights against BHL and that they should be granted the leases they sought.

Held: BHL's claim for an injunction was dismissed. On the evidence the defendants had bought their lodges from the second claimant company on the basis of promises made on behalf of BHL that they would become tenants of their lodges under leases. They had security of tenure until the termination of BHL's local authority lease, or any extension of it. The defendants could occupy their lodges during the day in the closed period but not overnight.

Planning

04

Court of Appeal

Local Plan Review — RPG 6 — green belt boundary review

***** ASHWELL PROPERTY GROUP PLC V CAMBRIDGE CITY COUNCIL
(2008) All ER (D) 209 (Oct) — Decision given 22.10.08

Facts: APG wished to develop a site which it owned within the Cambridge green belt with 3,500 dwellings. In 2002 CCC participated in a review of the structure plan for its area, including an assessment of Cambridge green belt boundaries, as provided for by policy 24 of RPG 6. That policy required consideration of whether sites could be released for development without significant detriment to the green belt and whether they were suitable for development. Following this review, although it was determined that APG's site should not be released, the 2003 final approved plan stated that smaller non-strategic sites might be identified for release when local plans were prepared. When CCC subsequently undertook a local plan review APG sought to have a smaller area of its land released for mixed-use development. However, the inspector recommended non-removal of the site from the green belt as there were no exceptional circumstances within PPG 2 to justify that course of action.

Point of dispute: Whether CCC's resolution to adopt the local plan showing APG's land as still lying within the green belt should be quashed. APG contended: (i) the inspector had failed to read policy 24 as requiring an RPG 6 review of locations at the local plan stage as well as at structure plan stage; (ii) the inspector had been wrong to apply a test of "exceptional circumstances" instead of "significant detriment" to the release of green belt land; and (iii) the inspector had failed to consider the significant detriment issue before proceeding to the second limb of suitability for development.

Held: APG's appeal against the decision of the court below in CCC's favour was dismissed. The intention behind policy 24 of RPG 6 was a single review by planning authorities at the structure plan stage. Policy 24 required a sequential review of the elements set out in the policy, and depending upon where that led an alteration might be prompted on PPG 2 "exceptional circumstances" grounds. The main review conducted by CCC complied with policy 24; following that there might be an opportunity at local plan stage to consider non-strategic areas not already identified for release, subject to policy 24 and the PPG 2 requirement of "exceptional circumstances". The inspector had not applied the wrong test, the main overall test being the PPG 2 one of "exceptional circumstances". Absence of significant detriment to green belt purposes and suitability for development were both material planning factors which went to the question of whether there were, in relation to any particular location, "exceptional circumstances" within PPG 2 for altering the green belt so as to allow its release for development.

05

Administrative Court

Local plan — objective on noise in core strategy — noise sensitive development

***** TAYLOR WIMPEY UK LTD V CRAWLEY BOROUGH COUNCIL
(2008) PLSCS 271 — Decision given 15.10.08

Facts: TW owned land interests in the north east sector (NES) of Crawley. The NES was identified in the West Sussex structure plan 1993 as a suitable location for an additional new neighbourhood for Crawley and was allocated in the 2000 adopted local plan for a development of up to 2,700 dwellings. Soon after TW applied for permission to redevelop the area with 1,900 dwellings the White Paper — *The Future of Air Transport* — was published raising the possibility of a second runway at Gatwick. Policy NE19 of the structure plan was concerned with residential and other noise-sensitive development in the vicinity of Gatwick airport — TW's proposals for NES fully accorded with this policy, even if a second runway were constructed. The Sec of State eventually resolved to refuse permission for TW's development, mainly because the site was not immediately required to meet housing need, but that decision was overturned in the court below, the judge finding the decision was perverse and unreasonable with regard to housing issues and that the problems of noise and the second runway could not alone have justified refusal of permission.

Point of dispute: Whether TW's application to quash parts of the Crawley Borough local development framework core strategy should be allowed. In particular, it objected to a new more stringent key strategy on noise, which purported to constrain development of the NES to a greater extent than would be permitted under policy NE19 which TW argued was unlawful and severely prejudiced them.

Held: TW's application was granted. CBC had too readily accepted the Sec of State's conclusions and had failed to have regard to the very relevant matter of policy NE19 and its effect upon the part of the core strategy relating to noise constraints. The key objective adopted in the core strategy had effectively cut across existing planning guidance (PPG 24) as that guidance had been drafted in accordance with NE19.

06

Administrative Court

Application for planning permission for "total care village" for elderly persons

***** BOVALE LTD V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT
(2008) All ER (D) 25 (Nov) — Decision given 13.10.08

Facts: B appealed to the Sec of State against a refusal of planning permission to develop a "total care village" for elderly persons, to include 100 assisted living units. Following an inquiry and a site visit, the inspector resolved to dismiss the appeal as he came to the conclusion that there was no need for the village, either by reference to the employment opportunities that it would create, or in terms of the visual improvement that the development would bring to the site. Additionally, the inspector had come to the conclusion that granting permission would not overcome the objections to the development which had been identified in the relevant development plan.

Point of dispute: Whether the inspector's decision to refuse permission should be quashed. B argued that the inspector had not taken into account certain "material" considerations such as the provision of facilities on the site, the use of the site for employment purposes, financial viability, affordable housing and alternative sites.

Held: B's application was dismissed. The inspector had been correct to consider the availability or non-availability of alternative sites on which the proposed development could be accommodated; he had struck a fair balance between two outcomes, namely the provision of residential and nursing care home facilities on the one hand, and preserving the site for employment land purposes on the other; he had correctly addressed the question of the financial viability of employment-type development on the site; he had properly considered B's submission concerning the provision of affordable housing on the site and had given adequate reasons for his decision.

07
CLR Consultation
Draft Planning Policy Statement: Eco-towns — Consultation
Deadline for Responses: 19.02.09

Last year the Government's housing green paper announced and consulted on its proposal to take forward a programme on eco-towns. These are new settlements which will have sustainability standards significantly above equivalent levels of development in existing towns and cities which are separate and distinct, but well-linked to higher order centres and with sufficient critical mass to achieve the objectives of eco-towns. This PPS sets out the range of minimum standards that will be used to define an eco-town. The aim is that eco-towns should act as examples of good practice and provide a showcase for sustainable living and allow Government, business and communities to work together to develop greener low-carbon living.
http://www.communities.gov.uk/documents/planningandbuilding/pdf/ppsecotowns.pdf

The Department of Communities and Local Government has also published the following documents in connection with the eco-town programme:

Eco-towns: Sustainability Appraisal and Habitats Regulations Assessment of the Draft Eco-towns Planning Policy Statement
http://www.communities.gov.uk/documents/planningandbuilding/pdf/ppssustainabilityappraisal.pdf

Eco-towns: Sustainability Appraisal and Habitats Regulations Assessment of the Eco-towns Programme — Conclusions
http://www.communities.gov.uk/documents/planningandbuilding/pdf/appraisalprogrammeconclusion.pdf
Individual towns are dealt with in separate reports.

Eco-towns: Sustainability Appraisal and Habitats Regulations Assessment of the Draft Eco-towns Planning Policy Statement and the Eco-towns Programme — Non-Technical Summary
http://www.communities.gov.uk/documents/planningandbuilding/pdf/nontechsummaryecotowns.pdf

Leasehold Reform

08
Lands Tribunal
Collective enfranchisement — appropriate deferment rate — whether participating tenants' interests to be valued without Act rights — whether intermediate lessee entitled to charge a notional rent for the caretaker's flat

****** HENRY McHALE V THE RIGHT HONOURABLE CHARLES GERALD JOHN EARL CADOGAN
LRA/44/2007 — Decision given 30.10.08

Facts: The nominee purchaser tenants of a converted townhouse at 10 Sloane Gardens, London SW3, currently in six flats (including a caretaker's flat), served notice to purchase the freehold of the building under the Leasehold Reform, Housing and Urban Development Act 1993. The notice of claim was also signed by HMc, the headlessee. The Leasehold Valuation Tribunal's decision was appealed by HMc.

Points of dispute: (i) Whether HMc could be treated as an expert witness. (ii) What deferment rate should be adopted. HMc contended for 8.0% on the basis the *Sportelli* risk premium was even lower than that for equities [see *Sportelli* decision in Evebrief Volume 29(16)], when this was a reversion after 40 years, reflecting all the perceived disadvantages of an investment in reversions compared with equities. (iii) Whether "rights" under the Act should be disregarded for the purposes of calculating the marriage value. HMc contended that: the paragraph 3(1) adjustments applied only to the "freeholder interest"; that paragraph 2(1)(a) assumed an open market price; that paragraphs 4(3)(c) and 4(4)(a) should import the paragraph 3(1) adjustment so that neither Act rights nor tenants' improvements should be disregarded. (iv) Whether there was any value in the caretaker's flat. The LVT had determined there was no value since under the terms of both the headlease and underleases the intermediate lessee had no power to charge a rent for it.

Held: The appeals were dismissed. (i) HMc could not be treated as an expert witness. The Tribunal upheld the LVT's reasoning that he manifestly lacked the independence required of an expert, being both the intermediate lessee and a participating tenant. (ii) The 5.0% *Sportelli* generic rate as determined by the LVT was well founded. All the arguments advanced by HMc had been considered by the LT in *Sportelli* and HMc's contentions added nothing to the debate. (iii) The effect of the Act "rights" must be disregarded. Paragraph 4(2) of the Act provides for the assessment of marriage value. 4(2)(a) is implicit that to determine the increase in value attributable to the potential ability of the participating tenants, post-enfranchisement, to have new leases granted to them, the before valuation must be carried out on the basis they have no such rights. Chapters I and II confer no right to acquire any interest in the demised premises. To import into the valuation the interests before acquisition using values that derive having regard to the provisions of the Act itself, would be inconsistent. (iv) The headlessee was obliged to provide a caretaker and the flat could not be let out by virtue of the headlease covenants. The headlessee could not recover a rack rent and thus no notional rack rent could be charged under the service charge provisions to the underlessees.

09

Court of Appeal

Easement of right of entry onto adjoining property for purposes of rebuilding or renewal — whether easement extended to demolishing existing single-storey industrial unit and building a new five-storey commercial and residential block

***** RISEGOLD LTD V ESCALA LTD
(2008) PLSCS 289 — Decision given 28.10.08

Facts: The appellant and respondent owned adjacent industrial units to the rear of which was a yard belonging to the respondent. The appellant's land had the benefit of an easement, granted by the parties' mutual predecessor in title in a 1993 conveyance, to enter upon "such part of the yard… as is necessary for the purpose of carrying out maintenance repair rebuilding or renewal to the Property", subject to "the minimum disturbance and inconvenience being caused to the owners and occupiers of the Adjoining Property". The appellant obtained planning permission to demolish the existing single-storey building on its land and to construct a five or six-storey block containing commercial units and flats. The works would necessitate entry into the yard, the temporary erection of fencing and scaffolding and the overhead intrusion of the arm of a tower crane.

Point of dispute: Whether the appellant's appeal should be allowed against the decision of the judge in the court below that it was not entitled to enter the yard for the purpose of the proposed works. The judge accepted the respondent's argument that the works did not involve "rebuilding or renewal" within the terms of the 1993 grant since that term was confined to rebuilding the existing structures and did not extend to a complete redevelopment of the land with the construction of something quite different.

Held: The appeal was allowed. The term "rebuilding" was not confined to the reconstruction of an existing building in the same or a similar form but could have a broader and more flexible meaning. The original parties to the grant must have contemplated that the situation of the land and buildings would not remain the same forever, that there could be changes to the character and the buildings that might be erected on the appellant's property and that certain operations could not be carried out without accessing the adjoining property. The narrower interpretation given to the right by the lower court judge could give rise to uncertainty and scope for disagreement eg whether replacement buildings were "similar" to those in existence. In any event the word "renewal" could be given a different and wider meaning than "rebuilding".

10

High Court

Rescission of contract for sale of land

***** ALCHEMY ESTATES LTD V ASTOR
(2008) PLSCS 300 — Decision given 05.11.08

Facts: A were the personal representatives of S who, at the date of her death, was the registered proprietor of a property held under a lease dated 30.06.97 which included a covenant not to assign, transfer, underlet or part with possession of the property without the landlord's consent, not to be unreasonably withheld. AE agreed to purchase the property and under the terms of the contract, which incorporated the standard conditions of sale (4th edition), completion was to take place on 13.03.08. Condition 8.3.1 provided that if a consent to assign was required to complete the contract then, under condition 8.3.2, the seller was to apply for such consent at its own expense and to use all reasonable efforts to obtain it. In the absence of any breach of obligation under condition 8.3.2, condition 8.3.3 stipulated that either party could rescind the contract on giving notice to the other if, three working days before completion, consent had not been given or had been given subject to a condition to which a party could reasonably object. On 19.05.08 AE served notice of rescission on A.

Point of dispute: Whether the deposit which AE had paid on exchange of contracts should be returned, and whether A's counter-claim for specific performance of the contract and summary judgment should be allowed.

Held: AE had no right to rescind the contract in reliance upon condition 8.3.3. It had not, either in the three-day period leading up to the contractual completion date, or within a reasonable time thereafter, purported to exercise the right of rescission and by allowing A to continue working towards completion it had lost its right to rescind. If the right of rescission under condition 8.3.3 is not exercised by the contractual completion date or soon thereafter both parties must be taken to have decided that they wish to proceed on the basis of the original allocation of risk set out in their agreement. AE's actions after the contractual completion date had sent out a clear signal that it had regarded the contract as being on foot and was seeking to rely upon it.

Housing

11

CLG Research Publication

Home Information Packs, Consumer Focus Groups: Qualitative Research — Summary Findings

Since 14.12.07 Home Information Packs (HIPs) have been required for all residential properties marketed for sale. This research project examined the views and perceptions of groups of buyers and sellers as to how HIPs are working, including how well they are understood, their advantages and disadvantages, their usefulness and changes that could be made to HIPs to make them work better.
http://www.communities.gov.uk/documents/housing/pdf/hipconsumerfocusgroups.pdf

Construction

12

DLG Publication

The Government's methodology for the production of Operational Ratings, Display Energy Certificates and Advisory Reports

This manual describes the Government's Operational Rating Methodology for assessing the operational performance of buildings. The indicators of operational performance are annual carbon dioxide emission per unit of area of the building caused by its consumption of energy, compared to a value that would be considered typical for the particular type of building. The operational rating is a numeric indicator of the amount of energy consumed during the occupation of the building over a period of 12 months, based on meter readings. The guide describes the scope and requirements of the Regulations which apply to large public buildings and provides detailed guidance on their application.
http://www.communities.gov.uk/documents/planningandbuilding/pdf/998942.pdf

Energy

13

British Council for Offices (BCO) Publication

Cutting the Capital's Carbon Footprint: Delivering Decentralised Energy in London

It is estimated that decentralising a quarter of London's energy could save 3.5 million tonnes of carbon dioxide a year. The BCO participated in this study with London First to produce a series of recommendations with the aim of achieving the target of 25% decentralised energy by 2025, as set out in the Climate Change Action Plan.

General

14

CLG Statistical Release

Land Use Change Statistics (England) 2007 — provisional estimates (October 2008)

Initial estimates for 2007 were published in May and this release is the second of three revised estimates for 2007 for changes taking place on previously developed land and the average density of new dwellings. For 2007 it is provisionally estimated that:

- 77% of dwellings were built on previously-developed land compared to 76% in 2006;
- new dwellings were built at an average density of 44 dwellings per hectare compared to 39 per hectare in 2006;
- 2% of dwellings were built within the green belt (unchanged since 2004) and 6% of land changing to residential use was within the green belt; and
- 10% of new dwellings were built within areas of high flood risk and 9% of land changing to residential use was within areas of high flood risk

http://www.communities.gov.uk/documents/statistics/pdf/1005440.pdf

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Evebrief has been established for more than 25 years. It is a summary of the latest statutory and legal cases affecting the property industry and is widely regarded in the industry as the most comprehensive document of its type.

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www.dft.gov.uk
www.inlandrevenue.gov.uk
www.hmso.gov.uk
www.egi.co.uk
focus.focusnet.co.uk
www.newlawonline.com

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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Legal & Parliamentary

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evebrief

SCOTLAND

01

Planning

Scottish Planning Policy

SPP 23: Planning and the Historic Environment

This Scottish Planning Policy (SPP) supersedes and consolidates NPPG 18: Planning and the Historic Environment and NPPG 5: Archaeology and Planning. It sets out the national planning policy for the historic environment and indicates how the planning system will contribute towards the delivery of Scottish Ministers' policies as set out in the current Scottish Historic Environment Policy produced by Historic Scotland.

http://www.scotland.gov.uk/Resource/Doc/242900/0067569.pdf

02

Scottish Government Publication

Scottish Planning Policy

This document is a statement of Scottish Government policy on land use planning. In addition to the National Planning Framework which expresses the spatial aspects of the Government's Economic Strategy, Scottish Government Planning Policies will comprise three elements:

- the Scottish Government's view of the purpose of planning and core principles for the operation of the system;
- the objectives for key parts of the system; and
- thematic policies on planning which are structured around:
  - contribution to the Scottish Government's central purpose;
  - concise expression of policy;
  - implications for development planning; and
  - implications for development management

http://www.scotland.gov.uk/Resource/Doc/242885/0067564.pdf

03

Scottish Government Publication

Delivering Planning Reform

The Scottish Government considers that reform of the planning system is essential to increasing sustainable economic growth in Scotland. Over the last few months the Scottish Government and its agencies have been working with the Convention of Scottish Local Authorities and the development industry with the aim of increasing co-operation and speeding up the pace of reform. Ways in which the efficiency of the planning system will be improved include:

- up to date development plans that provide investors and communities with greater certainty;
- more proportionate demands made of developers to focus resources on matters of greatest significance;
- improved planning applications to help speed up response times from the public sector; and
- simpler and more transparent processes, including streamlined statutory consultation processes by Scottish Government agencies that focus on matters of genuine national interest

http://www.scotland.gov.uk/Resource/Doc/243444/0067748.pdf

WALES

Rating

04

Statutory Instrument

WSI 2008/2671 The Non-Domestic Rating (Communications Hereditaments) (Valuation, Alteration of Lists and Appeals and Material Day) (Wales) Regulations 2008

The Non-Domestic Rating (Alteration of Lists and Appeals) (Wales) Regulations 2005 give ratepayers the right in certain circumstances to make a proposal to a valuation officer to change the rateable value of a particular hereditament in the rating list. These Regulations, which came into force on 31.10.08, allow British Telecommunications (BT) to make a proposal to alter the rateable value of its hereditament as a consequence of the full unbundling of local loops. (An unbundled local loop exists where the copper wire connection between the local telephone exchange and the customer's premises is disconnected from BT's network and connected to an alternative service provider's network). The Regulations apply in relation to BT's entry in the central rating list that came into force on 01.04.05 and subsequent rating lists. When a proposal is made as a result of these Regulations it will be for the valuation officer to assess whether the full unbundling of local loops has had any impact on the rateable value of BT's hereditament.
http://www.opsi.gov.uk/legislation/wales/wsi2008/pdf/wsi_20082671_mi.pdf

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Statutory Instrument

WSI 2008/2672 The Central Rating List (Wales) (Amendment) Regulations 2008

Wef 30.10.08 these Regulations amend the 2005 Regulations, Regulation 8 of which is concerned with communications hereditaments. These Regulations specify that British Telecommunications plc are to be treated as in occupation of a single hereditament comprising the property which it occupies or owns, such as telephone kiosks and masts, and all unbundled local loops. Regulation 2 makes BT liable for unbundled local loops wef 01.04.05.
http://www.opsi.gov.uk/legislation/wales/wsi2008/pdf/wsi_20082672_mi.pdf