EVEBRIEF

Legal & Parliamentary

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WATER AND ELECTRICITY DON'T USUALLY MIX – EXCEPT IN EVEBRIEF

Of particular interest to many will be items 14 and 15 regarding the recent flooding. These report the relevant support schemes that have been announced since the wet weather swept in. Rate payers should be aware of these in order to make claims as appropriate which may assist in compensating for any losses incurred during this period.

We have also reported at item 29 the Court of Appeal's decision on a claim for compensation for the impact of overhead power lines on the value of residential development land. The claimant landowner entered into a contract to sell the land oversailed by the lines to a consortium of two national housebuilders at what was at that time the agreed market value, but conditional on the lines being removed. By the date at which the compensation was to be assessed the value of the land had fallen considerably but the Lands Chamber agreed with the landowner that the contract price represented the value of the land to the claimant. The Court of Appeal has now upheld the decision.

Bhavesh Shah
Editor

GERALDEVE

LANDLORD & TENANT

01 Court of Appeal

Respondent acting as surety for tenant's obligations under lease – tenant carrying out substantial alterations but surety not party to licence granting consent – tenant becoming insolvent – whether landlord entitled to enforce respondent's surety obligations – rule in Holme v Brunskill (1878) – forbearance clause

*TOPLAND PORTFOLIO NO 1 LTD V SMITHS NEWS TRADING LTD
(2014) PLSCS 23 – Decision given 21.01.14

Facts: The appellant was the landlord under a lease of a garden centre for a term of 35 years from May 1981. The respondent was a party to that lease as surety for the liabilities of the tenant. The lease contained repairing covenants and a covenant against alterations, but in 1987 the previous landlord had permitted the premises to be extended with the tenant being required to reinstate the premises at the end of the term if the landlord reasonably so required. The tenant went into administration in 2011 and was subsequently dissolved.

Point of dispute: Whether as surety the respondent was obliged to pay the tenant's rent arrears and take a new lease of the premises until the end of the term. The respondent argued that under the rule in Holme v Brunskill (1878) it had been released from all liability as surety by reason of the lease variation by the license for alterations to which it had not consented or been a party. The landlord's argument was that variation was always envisaged by the lease, there had been no detriment to the respondent and the situation was covered by a "forbearance clause" in the lease.

Held: The previous judgement found that the lease had released the respondent from its surety obligations in their entirety. The appellant's appeal was dismissed.

1. The scheme of the lease envisaged that the burden on the tenant could be increased in certain respects such as rent review. However, the situation was different with regard to repairing covenants. The respondent was entitled to expect that its consent would be sought to alterations taking place outside the framework of the lease. The rule in Holme v Brunskill therefore applied to release the respondent from liability.
2. In the circumstances of this case the rule was not displaced by the forbearance clause. The word "forbearance" was concerned with failure to enforce in the event of a breach, not with prior authorisation.

02 Court of Appeal

Heap of rubble left on commercial premises on industrial estate – whether breach of landlords' covenant to administer and manage estate

*INNERSPACES SELF STORAGE LTD V HARDING
(2014) PLSCS 36 – Decision given 30.01.14

Facts: The appellant tenant ran a self-storage business on an industrial estate. It made repeated complaints to the landlords about the presence of a heap of rubble near to the entrance of the estate which it claimed was unsightly and put off its customers. The rubble was on land over which the landlords retained control, but it was not subject to a lease and did not form part of the common parts of the estate. The tenant argued that the presence of the rubble was a breach of the landlords' general obligation to maintain the appearance and amenity of the estate.

Point of dispute: Whether the tenant's appeal would be allowed against the ruling of the judge in the court below who dismissed its claim on the basis that it had been aware of the rubble heap when it took on its lease and the landlords were not obliged to put the estate into a better condition than it had been at that time.

Held: The appeal was dismissed. Although the judge in the court below had adopted the wrong approach, the words "administering and managing the Estate" were not sufficiently broad to impose a generalised and wholly unspecific duty to maintain the estate's appearance.

03 Court of Appeal

Removal of tenant's fixtures

*PEEL LAND AND PROPERTY (PORTS NO 3) LTD V TS SHEERNESS STEEL LTD (2014) PLSCS 53 – Decision given 14.02.14

Facts: In 2012, TS took over the lease of a steel recycling plant, acquiring the business and assets of the tenant. The original lease was granted by the port authority in 1971 for 125 years from 1968 on terms that required the tenant to erect a new building and provide plant that was capable of producing at least 50,000 tons of steel products a year. Subsequently, the lease was varied to include a tenant's covenant (Clause 2(6)) not to make any alterations or improvements to the premises, apart from in connection with such industrial purpose as may from time to time be agreed with the landlord.

Point of dispute: Whether TS was allowed to remove certain items of plant that were identified as tenant's fixtures. It was common ground that TS could remove them at the end of the lease. PLP, the landlord, argued that Clause 2(6) precluded their removal, save in connection with the use of the demised premises for such industrial purpose as it might from time to time approve. In the court below, PLP's claim for a declaration in its favour was dismissed, the judge ruling that clear words would be needed to override a tenant's entitlement under the general law to remove tenant's fixtures and that Clause 2(6) did not achieve this.

Held: PLP's appeal was allowed. A tenant's fixture is a chattel annexed by the tenant to the land for the purpose of his trade, ornament or convenience that is capable of being removed without causing substantial damage. In principle, a tenant is entitled to remove tenant's fixtures but that right can be modified or excluded by the terms of the lease. The fact that the tenant's fixtures had been installed on the premises in compliance with its obligations under the lease, did not affect the tenant's right to remove them, unless there was a provision in the lease to preclude that right: Clause 2(6) had this effect. The lease imposed an obligation on the tenant to build up and equip a steel making plant and the effect of the clause was to prohibit any alterations or changes to the building and plant erected in compliance with that covenant. The words "the said premises" referred to the buildings and site from time to time and therefore included the new building and plant, including the fixtures, whether landlord's or tenant's, that formed part of the demised premises. The tenant was precluded from removing any tenant's fixtures during the currency of the term, save as permitted by the proviso to the clause.

04 High Court

Accumulation of secondary slag heap on steelworks – whether tenant company in breach of covenant in lease "not to form or permit to be formed any refuse dump or rubbish heap on the site."

*PEEL LAND AND PROPERTY (PORTS NO 3) V TS SHEERNESS STEEL LTD
(2014) PLSCS 21 – Decision given 17.01.14

Facts: The defendant company, SS, was the tenant of a steelworks on a site at Sheerness in Kent. Over the years, three large piles of secondary slag generated by the steelmaking process had built up on the site. Previously, this was removed by farmers who could use it on farm tracks but changes in environmental regulations meant that they could no longer do this. Clause 2(16) of SS's lease required it not to form or permit to be formed any refuse dump or rubbish heap on the site. The landlord contended the secondary slag heaps fell within the meaning of the expression refuse dump or rubbish heap.

Point of dispute: Whether the claimant landlord would be granted a declaration that SS was in breach of Clause 2(16) of the lease. SS argued that it was not, contending that the prohibition should be construed as it would have been understood at the time of the lease and referred only to heaps of "bona-fide rubbish" which would not include slag.

Held: The declaration was granted.

1. Secondary slag which could not be put to practical reuse in steelmaking or otherwise resold could be regarded as "refuse" or "rubbish" as used in Clause 2(16) of the lease.
2. The presumption that a contract was to be interpreted as at the date when it was made and words given the meaning they bore at that time was a presumption capable of being rebutted. This was most likely to happen with long-term contracts. In this case the lease was for 125 years and the words in it should be given a mobile interpretation so as to adapt to changing circumstances.
3. The purpose of Clause 2(16) was to ensure that if the lessors had to re-enter the site following a breach they were not faced with clearing up a site of materials which no one wanted. The words "all refuse and rubbish which may have accumulated" was not to be read restrictively so as to restrict them to meaning items such as old containers. Now that SS did not have an outlet for the removal of the secondary slag the resultant accumulation of unwanted material fell within the original purpose and intention manifested by Clause 2(16).

05 High Court

Rent review provisions – whether machinery by which provision to operate breaking down following statutory changes

*FURLONGER V LALATTA
(2014) PLSCS 33 – Decision given 24.01.14

Facts: The claimant had inherited the headlease of a property in Cadogan Gardens, London SW3. The building was divided into flats which were sublet to the defendants. Both the headlease and the underleases were entered into shortly after the Rent Act 1977 came into force with the rents subject to upward-only review every ten years, subject to a cap limiting the ground rent to two thirds of the rateable value of the property at the date of any variation. In April 1973, the local authority compiled its valuation list of properties within its area and assessed the rateable values of the property, applying the method of assessment laid down by s19 of the General Rate Act 1967. However, no subsequent valuation list was compiled following the abolition of domestic rates in 1990 and their replacement by the community charge and then council tax.

Point of dispute: How the rent review provisions in the underleases should be construed. This required the court to decide: (i) the proper construction of the proviso in the underleases; (ii) whether the machinery by which the proviso was to operate had broken down; and (iii) if so, what should be the substitute machinery. The claimant argued that the increase in ground rent should be capped at each review date at two thirds of the valuation of the demised premises calculated in accordance with the method of assessment set out in s19 of the 1967 Act. The defendants argued that the increase in rent should be ascertained by taking the figures from the 1973 Valuation List.

Held: The claim was allowed in part.

i. The starting point for construing the proviso was to ascertain the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties at the time of the contract. In this case this meant that the rent could not be increased by more than two thirds of the sum shown in the rateable value of the relevant demised premises on the valuation list, which was the list being used at the review date by the local authority for the purpose of collecting domestic rates. The cap in the proviso did not impose a limit by reference to a valuation which happened to have been carried out in accordance with s19 of the 1967 Act at the relevant review date, but nor did it impose a limit by reference to the 1973 Valuation List.

ii. In all the circumstances the machinery by which the proviso was to operate had broken down. There was no valuation list being used by the local authority for the purpose of collecting domestic rates because domestic rating had been abolished.

iii. When devising substitute machinery the court had to consider the original purpose of the provision the machinery of which had broken down. The substitute machinery had to operate so as to cap any increase in the rent on each review to the maximum amount that would not expose any person to the risk as at the review date of committing a criminal offence in relation to that premium or loan as the case might be.

06 Upper Tribunal: Lands Chamber

Service charges – recovery of charges for heating and hot water – whether permitted by lease terms

*PAS PROPERTY SERVICES LTD V HAYES
(2014) PLSCS 39 – Decision given 27.01.14

Facts: The appellant was the freehold owner of a new development consisting of a refurbished building containing 26 residential flats and a new building which contained 44 flats. The respondents were lessees of some flats in both buildings. The flats in the refurbished building had their own boilers with occupiers taking out contracts with a third party utility supplier for the supply of heating and hot water. In the new building there was a common heating system (CHS) with the supply of heating and hot water to individual flats being controlled by a thermostat and a timer. Each flat had a meter which measured the amount of heat supplied to it. In practice, the appellant did not monitor the meters but instead sought to charge for heating in the new building through the service charge for the whole development. The respondents contended that this was not permitted and that the gas supplied to the CHS should be paid for only by the lessees of flats in the new building on the basis of meter readings and billed directly by the third party supplier.

Point of dispute: Whether the appellant could recover the cost of gas supplied to the CHS through the service charge. The leasehold valuation tribunal (LVT) rejected the appellant's argument that the service charge provisions allowed for such recovery insofar as they referred to "any other services relating to the Building and Common Parts" and to "the cost of the supply of electricity gas oil or other fuel and water for the provision of the Services and for all purposes in connection with the...Building and/or the Common Parts or any part thereof". The appellant relied on a further covenant by the lessees to pay a fair and proper proportion of any outgoings assessed on the apartment including "the cost of all water electricity gas and telephone...used or consumed in the Apartment."

Held: The appeal against the LVT's decision was dismissed.

i. The purpose of a service charge is to enable a lessor to recover the cost of works and services supplied for the benefit of more than one lessee where a building or estate is in multiple occupation. Those services are not intended to include those provided within individual apartments but those related to the main structure of the building. The phrase "any other services relating to the Building and Common Parts or any part of them" would not lead a reasonable person to conclude that it embraced the provision of heat to individual apartments through the CHS. It was a "sweeper clause" provision and had to be construed in the context of the other provisions of which it formed part.

ii. The service charge could include the provision of heat to the common parts of the building.

iii. The covenant by lessees to pay "the cost of all water electricity gas and telephone...used or consumed in the Apartment" enabled the Landlord to recover the cost of gas supplied to the CHS to heat individual apartments. The consumption had to be monitored through the meters which were in place when the leases were granted. This was the only method of calculation available.

If you require advice on landlord & tenant issues, contact Graham Foster on Tel. +44 (0)20 7653 6832 gfoster@geraldeve.com

PLANNING

07 Court of Appeal

Effect of wind farm on setting of listed buildings

*EAST NORTHAMPTONSHIRE DISTRICT COUNCIL V SEC OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT
(2014) PLSCS 56 – Decision given 18.02.14

Facts: The appellant's application for planning permission for four wind turbines on a farm in Northamptonshire was turned down by the LPA due to concerns about the visual and landscape impact of the development and the harm that it would cause to the setting of various heritage assets, including a Grade I listed building called Lyveden New Bield and a scheduled monument. On appeal, that decision was overturned by Sec of State's planning inspector who took the view that the potential harm that the development would cause to the setting of heritage assets and the character and appearance of the surrounding landscape was outweighed by the benefits in terms of its potential contribution to renewable energy targets. The inspector's decision was quashed in proceedings brought by English Heritage and the National Trust as well as the lpa.

Point of dispute: Whether the appellant's appeal would be allowed against the decision of the judge in the court below who agreed with the respondents that the inspector had: (i) failed to comply with his duty under s66(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990, to give special regard to the desirability of preserving the settings of listed buildings; and (ii) incorrectly interpreted and applied planning policies on the effect of development on the setting of heritage assets.

Held: The appeal was dismissed.

1. Section 66(1) did not just require the decision maker to give careful consideration to the desirability of preserving the setting of listed buildings – it was intended that that factor should be given considerable importance and weight when the decision-maker carried out the balancing exercise. This was a situation where a statute required the decision-maker to give particular weight to certain material considerations. The inspector's decision was flawed as he had not expressly acknowledged the need, if he found that there would be harm to the setting of the many listed buildings, to give considerable weight to the desirability of preserving the setting of those buildings.
2. The inspector had failed properly to apply PPS 5 and to assess the importance of the setting of Lyveden New Bield.

08 High Court

Environmental impact assessment (EIA) for development in AONB

*R (ON THE APPLICATION OF MOURING) V WEST BERKSHIRE DISTRICT COUNCIL
(2014) PLSCS 20 – Decision given 15.01.14

Facts: WBDC granted planning permission for the erection of warehouse premises with ancillary offices and car parking on a site near Thatcham, Berkshire with an AONB. The site was to be used for storage purposes. The planning officer had recommended that permission be refused but the planning committee decided not to follow that recommendation. Neither the officer's report nor the planning committee's decision made any reference to an EIA and no consideration appeared to have been given to whether the warehouse was an EIA development.

Point of dispute: Whether to allow the claimant's application for judicial review of the decision to grant planning permission. It contended that the proposed development was capable of falling within Schedule 2 to the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999, that the application was for planning permission for an EIA development, and that the proposal could have significant effects on the environment.

Held: Judicial review application granted and the decision to grant planning permission would be quashed.

1. Schedule 2 should be interpreted widely. The term "infrastructure" included developments provided to facilitate the growth of industry, while the words "urban development project" encompassed projects which were urban in nature, regardless of their location.
2. In this case the warehouse was clearly capable of amounting to a Schedule 2 development of "infrastructure" as it constituted the means by which a business carried out its economic and commercial undertakings. The warehouse was also capable of falling within the definition of an "urban development project" for the purposes of the Regulations. The warehouse development was likely to have a significant impact on the sensitive area where it was to be built.

09 English Heritage Publication

When English Heritage must be consulted on Planning and Listed Building Consent Applications

This checklist outlines when English Heritage must be consulted on planning and listed building consent applications.

http://www.english-heritage.org.uk/publications/consult-planning-listed-building-consent/

If you require advice on planning issues, contact Hugh Bullock on Tel. +44 (0)20 7333 6302 hbullock@geraldeve.com

RATING

10 Statutory Instrument

SI 2014/43 The Non-Domestic Rating (Small Business Rate Relief) (England) (Amendment) Order 2014

This Order came into force on 14.02.14 and introduces new criteria into the 2012 Order under which hereditaments are to be disregarded for the purpose of determining whether a ratepayer occupies a sole property and is therefore entitled to the relief. The amendments apply the change to the specific financial years under which the level of the relief is temporarily increased and for subsequent financial years.

http://www.legislation.gov.uk/uksi/2014/43/contents/made

11 CLG Guidance

Business rates: retail relief

The government announced in the Autumn Statement on December 2013 that it will provide a business rates discount of up to £1,000 to all occupied retail properties with a rateable value of £50,000 or less in each of the years 2014-15 and 2015-16. This document provides guidance to local authorities about the operation and delivery of that relief setting out the detailed criteria which the Government will use to determine the amount of relief available.

https://www.gov.uk/government/publications/business-rates-retail-relief

12 CLG Statistical Release

Non-domestic rates collected by local councils in England: forecast for 2013 to 2014

This release provides information on national non-domestic rates and associated information for the financial year 2013-14. This information is derived from the new style national non-domestic rates (NNDR1) returns introduced this year to reflect the introduction of the rates retention scheme.

https://www.gov.uk/government/publications/non-domestic-rates-collected-by-local-councils-in-england-forecast-for-2013-to-2014

13 CLG Guidance – Business Rates Information Letter (BRIL)

1/14 Non-Domestic Rating Order 2014, shale gas, business rates appeal, payment of business rates bills

This letter, which was issued on 27.01.14, provides information on:

- the Non-Domestic Rating (Small Business Rate Relief) (England) (Amendment) Order 2014 No. 43;
- shale gas;
- consultation – business rates appeal; and
- payment of business rates bills by 12 monthly instalments.

Most of these issues were announced in the Autumn Statement, but the letter also refers to a more recently announced rates incentive for local authorities to promote shale gas sites. Although the BRIL also refers to a future BRIL about the option for businesses to pay rates by 12 instalments from April 2014, it is silent about the two other key announcements in the Autumn Statement, i.e. the £1,000 discount for retail and food and drink establishments assessed at below RV £50,000 and the reoccupation relief scheme.

https://www.gov.uk/government/publications/bril-1-non-domestic-rating-order-2014-shale-gas-business-rates-appeal-payment-of-business-rates-bills

14 CLG Guidance

Flood Support Schemes

This guidance note provides information for local authorities, businesses and homeowners on schemes that have been announced by the Prime Minister to help homeowners and businesses recover from the effects of the adverse weather since 01.12.13.

- The support is for the impacts of flooding between 01.12.13 and 31.03.14.
- Businesses which have been flooded (even for only one day), whose RV is less than £10 million, will qualify for 100% business rate relief for three months.
- A business support scheme is available to help support small and medium sized businesses to develop and implement business recovery plans.
- A new repair and renew grant will provide financial support to help pay for work that will improve a property's ability to withstand future flooding.
- Homeowners whose homes have been flooded will be eligible for a council tax rebate and for the new repair and renew grant.
- Bellwin Scheme – emergency financial assistance available to local authorities incurring expenditure above a qualifying threshold in response to an emergency or disaster involving destruction of, or danger to, life or property.
- Severe Weather Recovery Scheme – to help councils fund activities to support communities and highway repairs arising from the impact of the east coast tidal surge on 5-6 December 2013 and the severe weather up to 07.02.14.
- Farming Recovery Fund – A £10 million one-off scheme designed to support farm businesses to restore flooded agricultural land. This fund is aimed at helping farmers introduce sustainable flood prevention measures to help secure future production.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/283232/Flood-Support-Schemes-guidance.pdf.

15 Business Rates Information Letter

3/2014: Flooding Business Rate Relief; Confirmation of the Non-Domestic Rate Multipliers and Additional Information

This letter contains information on the following:
- the new temporary relief for businesses affected by flooding;
- formal notification of the Non-Domestic Rating Multipliers for 2014–15;
- the value of Q (the inflation factor) for transitional relief purposes; and
- updated text for inclusion within the Council Tax and Non-Domestic Rating (Demand Notices) (England) Regulations.

https://www.gov.uk/government/publications/32014-flooding-business-rate-relief-confirmation-of-the-non-domestic-rate-multipliers

If you require advice on rating issues, contact Jerry Schurder on Tel. +44 (0)20 7333 6324 jschurder@geraldeve.com

HOUSING

16 Homes and Communities Agency Publication

Housing Market Bulletin, January 2014

The Housing Market Bulletin provides the latest information on the housing market, the economy and the housebuilding industry. The key trends in January were as follows:

- Average house price inflation continued to increase, led by the London market, although some areas of the country are not showing much increase;
- The number of housing transactions continued to increase, having done so consistently since April 2013;
- Housebuilding – construction output in the quarter increased, by 5.1% compared to last year and by 0.7% compared to the previous quarter; and
- The economy continued to grow, with GDP increasing by 0.7% q/q (1.9% y/y) in Q3 2013.

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

17 CLG Statistics

House building in England: October to December 2013

These latest statistics on house building in England were published on 20.02.14. They relate to the period October – December 2013 and present figures on new-build housing starts and completions in England. Both starts and completions were slightly down on the previous quarter. However, the number of housing starts in the 12 months to December 2013 was up by 23% compared to the previous year but housing completions fell by 5% over the same period.

https://www.gov.uk/government/publications/house-building-in-england-october-to-december-2013

18 CLG Statistics

Live tables on house building

These live tables provide the latest, most useful or most popular data, presented by type and other variables, including by geographical area or as a time series.

https://www.gov.uk/government/statistical-data-sets/live-tables-on-house-building

LEASEHOLD REFORM

19 Court of Appeal

Leasehold enfranchisement – whether tenant's notice claiming freehold in bankrupt's name valid – appellant landlord contending that enfranchisement condition not satisfied – Leasehold Reform Act 1967, s(1)(1)(b) (the 1967 Act)

*KEEPERS AND GOVERNORS OF THE POSSESSIONS, REVENUES AND GOODS OF THE FREE GRAMMAR SCHOOL OF JOHN LYON V HELMAN
(2014) All ER (D) 131 (Jan) – Date of decision: 22.01.14

Facts: J, who was registered as the proprietor of the long lease of a house, charged the house to a lender who in turn granted a sub-charge under which the sub-chargee could appoint receivers with wide powers to give notices in J's name. J was adjudicated bankrupt and a trustee in bankruptcy was appointed. The sub-chargee appointed receivers and the trustee disclaimed the lease. The receivers served a notice on the landlord in J's name, claiming the freehold under the 1967 Act.

Point of dispute: Whether the landlord's appeal would be allowed against the ruling of the judge in the court below that the notice was valid and that the respondent, to whom the receivers had sold the lease and assigned the benefit of the notice, was entitled to acquire the freehold. The landlord's argument was that, since the notice had been given on behalf of someone who was neither the tenant, nor had been for "the last two years", the enfranchisement condition in s1(1)(b) of the 1967 Act was not satisfied meaning that the notice was null and void. The respondent countered that as J was the registered proprietor of the lease, he continued to be the tenant for the purpose of the 1967 Act at the time when the notice was served, notwithstanding his bankruptcy. Secondly, J had conferred wide powers on the lender under the charge, and in turn upon the receivers, which included express powers for the receivers to act as his agents with respect to selling the lease and serving a notice claiming the freehold.

Held: The appeal was allowed. Under the Land Registration Act 2002, a registered proprietor who becomes bankrupt is automatically divested of his legal estate once a trustee in bankruptcy is appointed, and the legal estate and the bankrupt's entire interest vests in the trustee. Nothing in the powers which had been conferred upon the lender and the receivers enabled the receivers to exercise rights in relation to the house that had not been available in law to be exercised. As J had not satisfied the "last two years" condition, he had not been a qualifying tenant under the 1967 Act and it had not been open to the receivers to claim the freehold in his name.

20 Upper Tribunal (Lands Chamber)

Grant of new lease – calculation of premium – Leasehold Reform, Housing and Urban Development Act 1993 Schedule 13 paragraph 4B – assessment of relativity between the value of the freehold with vacant possession and the value of the extended lease – substantial part of property over-sailing an excluded basement area

HAUSER V HOWARD DE WALDEN
[2013] UKUT 0597 (LC) – Decision given 28 November 2013

Facts: 11 Harley Place, London W1. The subject property superficially looked like a house but did not meet the definition of a house under Leasehold Reform Act 1967 due to the fact that part of the basement belonged to an adjacent property. The freehold value (FHVP) was agreed.

Points of dispute: The value of the extended lease with 137.98 years unexpired. The parties contended for 99% and 95%. It was accepted the Upper Tribunal was not limited to these relativities but was entitled to determine the appropriate relativity having had regard to the evidence and arguments adduced to this case.

It was argued that a hypothetical purchaser would prefer to buy a freehold rather than a long leasehold; that the subject property was in effect a house; that with houses there is a choice between leasehold and freehold (there being no such choice with flats); and that the differential between the long lease value and the FHVP value of a house must be greater than the differential between the long lease value and the FHVP of a flat.

Held: Appeal dismissed. Although it was open to find that the relativity lay between 95% and 99%, the Tribunal came to the conclusion that 99% was the correct relativity.

21 Court of Appeal (Civil Division)

Leasehold Reform, Housing and Urban Development Act 1993 – Lease extension – Procedure – Appellant lessees serving claim notices under s42 of the 1993 Act seeking new leases of flats – Claim notices proposing modification to service charge provisions in existing leases – Respondent landlords serving counter notice admitting right to acquire new leases but advancing counter–proposal as to service charge provision – Appellants indicating acceptance of counter–proposal – Landlords failing to supply draft lease within 14 days thereafter – whether appellants thereby entitled to order under s48(3) for grant of lease in their proposed terms – whether terms of acquisition still to be agreed so as to preclude such relief – Appeal allowed

BOLTON AND OTHERS V GODWIN–AUSTIN AND OTHERS
[2014] EWCA Civ 27 – Decision given 22 January 2014

Facts: 17 Clarges Street, London W1. Lease extension of three flats with less than 53 years unexpired. Head lease of whole building. Freeholder was the competent landlord. Tenant proposed to omit a provision under which each lessee was required to contribute, as part of the service charge, a proportion of the headlessee's rent under the head lease. The appellants took the view that the rent as service charge provision was inconsistent with the requirement that any new lease was to be at a peppercorn rent. The freeholder served a counter notice admitting the claim but failing to explicitly deal with the obligation to pay part of the rent payable to the head leaseholder. The tenants accepted the terms set out in the counter notice.

Points of dispute:

i) Whether as a result of the tenants purporting to accept the terms of set out in the counter notice there was an argument as to the terms of acquisition;

ii) If the terms set out in the counter notice were not capable of acceptance then whether the counter notice was invalid, and

iii) Whether the terms were agreed at a later stage when the landlord failed to respond to the terms of the draft lease sent by the tenant.

Held: Appeal allowed. The terms of the acquisition were agreed when the tenants solicitor accepted the proposals set out in the counter notice, alternatively they were agreed because the landlord failed to dispute the terms of the draft lease within the prescribed time limits. The second point meant the terms were fixed as per the tenant's draft.

22 Upper Tribunal (Lands Chamber)

Collective Enfranchisement – building comprising two flats with potential to convert back into a single house – relevance of participating tenant's unwillingness to countenance development – alternative valuations of freeholder's interest agreed – whether valuation capable of including "development hope value" – whether capable of including "development marriage value" – Leasehold Reform, Housing and urban Development Act 1993, Schedule 6, paragraphs 3 and 4 – appeal dismissed – cross appeal allowed.

PADMORE V THE OFFICIAL CUSTODIAN FOR CHARITIES ON BEHALF OF THE TRUSTEES OF THE BARRY AND PEGGY HIGH FOUNDATION
[2013] UKUT 0646 (LC) – Decision given 31 December 2013

Facts: 11/11a Lancaster Avenue, Barnet EN4. Collective enfranchisement of two maisonettes with 61 years unexpired, held by a single tenant. The experts agreed that if development of the two flats into a single house was not possible until the expiry of leases (i.e. if neither hope value nor marriage value was payable), the enfranchisement price would be £85,000 (the appeal by the applicant). If development value were payable as marriage value then the enfranchisement price would be £194,000 (the cross appeal by the respondent), whereas if it was payable as hope value then the enfranchisement price would be £150,000 (the figure determined by the LVT).

Points of dispute: Whether the development value should be awarded as hope value, marriage value or not at all.

Held: Appeal dismissed. Cross appeal allowed. The Tribunal accepted that the ability to grant long leases of the two maisonettes which permitted use as a house, unlocking development value, should be calculated as marriage value. The price payable was therefore determined to be £194,000.

If you require advice on leasehold reform issues, contact Julian Clark on Tel. +44 (0)20 7333 6361 jclark@geraldeve.com

CONSTRUCTION

23 CLG Circular Letter

Building Act 1984 and the Building (Local Authority Charges) Regulations 2010

The purpose of this letter is to remind local authorities carrying out functions under the Building Act 1984 of the provisions where charges for the performance of their functions are payable and of the situations where they are not.

https://www.gov.uk/government/publications/building-act-1984-and-the-building-local-authority-charges-regulations-2010

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TRANSPORT

24 RTPI Report

Capturing the Wider Benefits of Investment in Transport Infrastructure

This report argues that growth is being held back by overreliance on narrowly-focused cost-benefit analysis in the infrastructure appraisal process and makes seven recommendations to the Government, policy makers and professionals to address this problem.

http://www.rtpi.org.uk/briefing-room/news-releases/2014/january/growth-held-back-by-overreliance-on-infrastructure-appraisal-process-say-planners/

REAL PROPERTY

25 Court of Appeal

Right of way

*SISSON V EMMETT
(2014) PLSCS 41 – Decision given 03.02.14

Facts: The appellant and respondent owned neighbouring properties. The respondent's property had the benefit of a right of way "over and along" an access way that ran for 30m contiguously with the boundary of the property and it was exercisable "with or without vehicles and for all reasonable purposes in connection with the proper use of the Property as a dwellinghouse." In practice, the respondents accessed their property by a different route which also crossed the appellant's land, over which they had no right of way. In 2009 the appellants notified the respondents that they intended to construct a wall along the boundary leaving just a single gated point of vehicular access for the respondents along the right of way.

Point of dispute: Whether the erection of the wall would be an actionable interference with the respondent's right of way. The appellant appealed against the county court judge's ruling, granting declarations that the respondents had a right to gain access to their land at all points along the length of the right of way and that the erection of the wall with just one suitable vehicular access would be an unreasonable obstruction of, and interference with, that right.

Held: The appeal was dismissed.

i. The grant of the right of way "over and along" the access way clearly granted a linear access along the whole of the boundary. The remaining words of the grant limited the purpose for which the grant was made but not its physical extent. Since the right of way had been a grant, not a reservation, there could be no derogation from it unless one was made expressly or had necessarily to be implied – neither of these situations arose.

ii. Whether there was an actionable interference with a right of way was a question of fact in each case. The grantees had been given both vehicular and pedestrian access to their land along the whole of the 30m stretch and they were entitled to exercise the "relative luxury" of this ample right, unless insistence on this was either unreasonable or perverse – neither was the case. The proposed wall, even with a vehicular entrance in it, would constitute an actionable interference with the respondent's right of way.

26 Court of Appeal

Right of way

*DONOVAN V RANA
(2014) PLSCS 54 – Decision given 14.02.14

Facts: The appellant and respondent owned adjoining properties in Gravesend. The respondents had built their house on land that had been purchased by their predecessor in title from the appellant as a building plot. In the transfer, the transferee covenanted to build a single dwellinghouse to the satisfaction of the lpa. The transfer also included a right of way over part of the appellant's land ("the blue land") which separated the building plot from the road "for all purposes connected with the use and enjoyment of the property but not for any other reason." In 2009, workmen employed by the respondent dug up the blue land without the appellant's permission in order to connect the building plot to utilities for the new house.

Point of dispute: Whether the terms of the right of way permitted the respondent to enter the blue land in order to connect to utilities. At first instance the judge held that it did. The common intention of the parties to the original transfer had been that the building plot would be used to build a modern dwellinghouse with connections to utilities. Therefore the rights of access that had been granted could be used for the purpose of installing those connections.

Held: The appellant's appeal against the ruling of the judge in the court below was dismissed. The transfer had granted an express right of way over the blue land for all purposes connected with the use and enjoyment of the respondent's property and laying utilities was such a purpose. Accordingly, if there was an easement of necessity allowing such connections to be laid or maintained, a right of way to facilitate it would exist. That the respondent had the benefit of an easement to install and maintain a connection to utilities could be implied or inferred from the common intention of the parties that a dwellinghouse was to be built on the plot. The parties could not have expected such a house not to be connected to mains utility services and the implication of the easement was necessary to achieve the parties' expressly intended purpose; it was not merely reasonable or desirable.

If you require advice on real property issues, contact Annette Lanaghan on Tel. +44 (0)20 7333 6419 alanaghan@geraldeve.com

ENVIRONMENT

27 Supreme Court

HS2

R (ON THE APPLICATION OF HS2 ACTION ALLIANCE LTD) V SEC OF STATE FOR TRANSPORT AND TWO SIMILAR APPEALS

High Speed Two Ltd was set up as a company by the government in 2009 to develop and advise on proposals for a high speed rail link along a "Y network". The government issued a command paper in respect of those proposals and the preferred route was confirmed in December 2010. Public consultation then commenced with a view to subsequent legislation by a hybrid bill that would contain the necessary planning consent for phase 1. After the consultation closed the Government issued a command paper 'Decisions and Next Steps' (DNS) in January 2012 which expressed the government's view that the high speed Y network was the best means of achieving a step change in both the capacity and performance of Britain's inter city rail network.

Various judicial review claims then challenged the lawfulness of the government's decisions and these claims were heard together. At first instance , the consultation process in relation to the blight compensation measures for the project was held to be unlawful but that decision was reversed on appeal. The Court of Appeal also rejected arguments that the decision in the command paper breached European directives on the protection of the Environment. On further appeal to the Supreme Court, the appellants reiterated those contentions arguing there was breach of (i) Directive 2001/42/EC (the SEA Directive) as no Strategic Environmental Assessment had been obtained, and (ii) Directive 2011/92/EU (the EIA Directive), due to the decision to promote HS2 by a means of a Hybrid Bill in Parliament.

Point of dispute: Whether the decision in the command paper was unlawful in the absence of a strategic environmental assessment under Directive 2001/42/EC, and whether the proposed procedure for consideration of the proposals through a Hybrid Bill was compliant with Directive 2011/92/EU.

Held: The Appeal was dismissed. (1) No Strategic Environmental Assessment was required under the SEA Directive. The DNS was not a 'plan or programme' that 'set the framework for development consent' within the meaning of Articles 2 and 3 of the Directive. (2) The procedure was compatible with the EIA Directive, whose requirements did not apply to projects where the details were adopted by a specific act of national legislation, if its objectives, including supplying information, were achieved through the process. There was no reason to doubt that appropriate information would be available at the time when decisions were taken as to whether the project should be adopted.

28 Defra Policy Paper

Noise action plans: large urban areas, roads and railways

Noise action plans provide a framework to manage environmental noise and its effects. They also aim to protect quiet areas in agglomerations (large urban areas) where the noise quality is good. The Environmental Noise Directive, which covers noise from roads, rail, aviation and industry, requires Member States to carry out noise mapping of environmental noise sources every five years. These maps are used to produce noise action plans. The first noise maps were completed in 2007 and then updated in 2012. These updated action plans take into account the 2012 noise mapping and views from the consultation held in 2013.

Airport operators are responsible for producing their own noise action plans and a revised guidance for airport operators was issued in the summer of 2013.

https://www.gov.uk/government/publications/noise-action-plans-large-urban-areas-roads-and-railways

If you require advice on environment & contamination issues, contact Keith Norman on Tel. +44 (0)20 7333 6346 knorman@geraldeve.com

COMPENSATION

29 Court of Appeal

Compensation for overhead electricity line

*** ARNOLD WHITE ESTATES LTD V NATIONAL GRID ELECTRICITY TRANSMISSION PLC (2014) EWCA Civ 216 – Decision given 03.03.14

Facts: AWE was the freehold owner of a site part of which was oversailed by a 400kv electricity line held by NGET on a contractual wayleave. Planning permission was granted for residential development of the whole site but with a condition preventing development of the land in a 54m corridor under and to either side of the overhead line until the line was removed. In 2007 AWE entered into a contract to sell to a developer the land outside the 54m corridor and the sale was subsequently completed.

On the same date, AWE also entered into a contract with the same developer to sell the land comprising the 54m corridor at an agreed market value plus RPI indexing up to the date of payment, with the contract being conditional on removal of the overhead line. In 2008 AWE terminated the contractual wayleave and served notice requiring removal of the line, but NGET applied for, and was granted by the Sec of State on 21.06.10, a statutory wayleave under the provisions of the Electricity Act 1989. AWE then claimed compensation, under Schedule 4 para. 7 of the 1989 Act, for loss or damage due to the grant of the statutory wayleave. The Upper Tribunal (Lands Chamber) awarded the full compensation claimed, represented by the price which AWE would have received, under the sale contract, for a sale completed on 21.06.10, i.e. had the statutory wayleave not been granted. This was considerably higher than the market value of the land which had fallen well below the contract price by that date. NGET appealed.

Point of dispute: Whether the Lands Chamber's decision was correct as a question of law or whether, as contended by NGET, the loss of the contract price was too remote and out with the compensation provisions of the 1989 Act, which provided for compensation for damage to the value of land, and the compensation should be based on a percentage diminution in the market value of the corridor land.

Held: The appeal was dismissed. There was nothing to support the contention that loss of contractual rights falls outside the compensation provisions of the 1989 Act. AWE was entitled to receive the purchase price that it would have received under the contract when the line was removed, which represented the value of the land to AWE, and the loss was therefore not too remote.

If you require advice on compensation & compulsory purchase issues, contact Tony Chase on Tel. +44 (0)20 7333 6282 tchase@geraldeve.com

Editor's Note: Gerald Eve's Partner Tony Chase gave expert valuation evidence at the Lands Chamber hearing on behalf of AWE.

LONDON

30 London Assembly Government Consultation

Draft Further Alterations to the London Plan
Deadline for Comments: 10.04.14

The Mayor has published Draft Further Alterations to the London Plan (FALP) for a twelve week period of public consultation. The FALP have been prepared primarily to address key housing and employment issues emerging from an analysis of census data released since the publication of the London Plan in July 2012, which indicate a substantial increase in the capital's population. The FALP also:

- develops the concept of the London Plan as the 'London expression of the National Planning Policy Framework';
- provides a robust, short to medium term planning framework to provide a clear 'direction of travel' for the longer term;
- deals with minor changes in terms of fact;
- responds to changes in national policy; and
- provides support for the Mayor's housing and other strategies.

http://www.london.gov.uk/priorities/planning/publications/draft-further-alterations-to-the-london-plan-january-2014#sthash.E0hXfbao.dpuf

31 Greater London Authority Publication

Affordable Housing Development Control Toolkit

The aim of this toolkit, which is available to order, is to inform the process of maximising affordable housing while encouraging housing development as a whole. It aims to provide an easy-to-use way of assessing the financial viability of individual development proposals and to help in the development of Local Plan policy.

http://www.london.gov.uk/priorities/planning/publications/affordable-housing-development-control-toolkit

GENERAL

32 Supreme Court

Land registered as town or village green under Commons Registration Act 1965 – s14 applications to rectify register – whether just to order rectification notwithstanding delay between registration and making application to rectify

*PADDICO (267) LTD V ADAMSON; BETTERMENT PROPERTIES (WEYMOUTH) LTD V TAYLOR (ON BEHALF OF THE SOCIETY FOR THE PROTECTION OF MARKHAM AND LITTLE FRANCIS) (2014) PLSCS 42 – Decision given 05.02.14

Facts: This case concerned two appeals where land had been registered as a town or village green under the Commons Registration Act 1965 and there had been delay in applying for rectification to remove the land from the register.

i. The first case related to 6.5 acres of land in Huddersfield ("the Huddersfield land") which for many years had been designated for housing in local plans. In 1996 members of a local action group succeeded in having it registered as a "class C" green on the ground of 20 years as of right for sports and pastimes by the "inhabitants of any locality". In 2005 the appellant developer acquired the land and five years later applied under s14 of the 1965 Act to rectify the register and remove the land from it. The application was allowed by the High Court on the basis that the land had not been used by inhabitants of a single locality and because little prejudice to local residents had been demonstrated, but that decision was reversed by the Court of Appeal who reinstated the registration on the grounds that the delay in seeking rectification made it unjust to rectify.

ii. In the second case, a local society successfully registered a 46-acre area of open land in Weymouth ("the Weymouth land") in 2001. It was acquired by a developer in 2005 whose application to rectify the register was allowed on the grounds that 20 years use "as of right" had not been demonstrated and, notwithstanding the delay, it was just to rectify the register. That decision was upheld by the Court of Appeal.

Point of dispute: Whether, in the case of the Huddersfield land, to allow the developer's appeal against the Court of Appeal's decision and, in the case of the Weymouth land, to uphold the Court of Appeals' ruling.

Held: The appeal in the case of the Huddersfield land was allowed. The appeal in the case of the Weymouth land was dismissed.

i. There was no statutory time limit for bringing an action for rectification under s14, but it had to be "just". Primarily, it was a matter of vindicating private rights and the question of detriment or prejudice was normally the crux of the matter. Although prejudice could not be inferred without evidence, the longer the delay the easier it would be to draw such inferences. The correct approach was that there should have been material before the court to show that other public or private decisions were likely to have been taken on the basis of the existing register, which had operated to the significant prejudice of the respondents or other relevant interests.

ii. In the case of the Huddersfield land, the judge in the first appeal had been entitled to find that the delay in seeking rectification had caused little prejudice and did not justify refusing the application to rectify the register. That decision should be restored and the Court of Appeal's ruling overturned.

iii. In the case of the Weymouth land, the Court of Appeal had correctly upheld the judge's finding that the four year lapse of time between registration and making the application to rectify, was insufficient to make it unjust to grant rectification.

33 DEFRA Publication

Sustainable Development Indicators (SDIs)

Since 2001, Defra has maintained a set of SDIs on behalf of the Government and in 2011, following the publication of a strategy for mainstreaming sustainability, Defra undertook to publish a revised set. This contains fewer indicators, 12 headline and 23 supplementary, which provide an overview of national progress towards a more sustainable economy, society and environment. The SDIs are used as a means of assessing whether the country as a whole is developing in a sustainable manner, and as a means for policy makers to identify more sustainable policy options.

https://www.gov.uk/government/publications/sustainable-development-indicators-sdis

34 Defra Publication

Rural businesses – January 2014

Businesses, and the employment opportunities they provide, are a very important aspect of the rural and urban economy. Changes in the numbers of businesses in different areas can give an indication of economic growth or decline. This publication looks at the number of businesses, size of the business and turnover.

https://www.gov.uk/government/publications/rural-enterprise

35 Defra Statistical Publication

Statistical Digest of Rural England 2014

This edition of the Digest includes updates on:

- Businesses;
- Capital investment;
- Transport;
- Health; and
- Poverty.

Local level data sets have been produced for research and analysis purposes covering population, claimant counts, insolvency rates, business numbers (by industry and size), average house prices and tourism GVA.

https://www.gov.uk/government/publications/statistical-digest-of-rural-england-2013

36 CLG Guidance

Guidance to commons registration authorities in England: Sections 15A to 15C of the Commons Act 2006

This guidance reflects a number of significant changes to the law on registering new town and village greens under the Commons Act 2006 which were made in April 2013 under the Growth and Infrastructure Act.

https://www.gov.uk/government/publications/guidance-to-commons-registration-authorities-in-england-sections-15a-to-15c-of-the-commons-act-2006

37 English Heritage Publication

Introductions to Heritage Assets (Buildings)

English Heritage's Introductions to Heritage Assets (IHAs) for buildings, builds on the parallel series describing different types of archaeological site providing accessible, authoritative and well-illustrated summaries of particular building types, especially those which until now have been little studied. Many are post-war (that is, built after 1945) with some being commercial, institutional or military buildings, others, types of housing. IHAs share a common approach, headings and format.

http://www.english-heritage.org.uk/caring/listing/criteria-for-protection/selection-guidelines/ihas-buildings/

38 Defra Guidance

Guidance to Commons Registration Authorities in England on Sections 15A to 15C of the Commons Act 2006

This guidance, for common registration authorities in England, outlines changes to ss15A to 15C of the Commons Act 2006. These authorities maintain the registers of common land and town and village greens in England. The guidance reflects a number of significant changes to the law on registering new town and village greens under the Commons Act 2006 which were made in April 2013 under the Growth and Infrastructure Act. This version replaces the interim version published in May 2013.

https://www.gov.uk/government/publications/guidance-to-commons-registration-authorities-in-england-sections-15a-to-15c-of-the-commons-act-2006

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Evebrief has been established for more than 30 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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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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EVEBRIEF

Legal & Parliamentary

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SCOTLAND

PLANNING

01 Response to Scottish Assembly Government Consultation

Draft Scottish Planning Policy: Sustainability & Planning Consultation

This publication contains the responses to the Draft Scottish Planning Policy: Sustainability & Planning Consultation.

http://www.scotland.gov.uk/Publications/2014/01/8822

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RATING

02 Statutory Instrument

SSI 2014/28 Non–Domestic Rate (Scotland) Order 2014

W.e.f 01.04.14 this Order prescribes a rate of 47.1 pence in the pound as the non-domestic rate to be levied throughout Scotland in respect of the financial year 2014-2015, up from 46.2 pence in the pound in the previous year.

http://www.legislation.gov.uk/ssi/2014/28/contents/made

03 Statutory Instrument

SSI 2014/30 The Non-Domestic Rates (Levying) (Scotland) Regulations 2014

These Regulations, which come into force on 01.04.14, provide for the amount of non-domestic rates payable in certain circumstances in respect of non-domestic subjects in Scotland. The non-domestic rate for subjects not covered by these Regulations is fixed by the Order made under the Local Government (Scotland) Act 1975. For the year 2014-2015 the rate is fixed by the Non-Domestic Rate (Scotland) Order 2014 (SSI 2014/28).

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- Regulation 3 provides for the general reduction in rates for non-domestic subjects with a RV of £18,000 or less, with the reduction being on a sliding scale of between 25% and 100%. This Regulation applies to the financial years 2014-2015 and 2015-2016.
- Regulation 3(5) provides that no rate relief may be granted in respect of lands and heritages used for payday lending.
- Regulation 4 provides a formula for the additional amount payable as rates for lands and heritages with a RV exceeding £35,000. This Regulation applies to the financial year 2014-2015.

http://www.legislation.gov.uk/ssi/2014/30/contents/made

04 Statutory Instrument

SSI 2014/31 The Non-Domestic Rating (Unoccupied Property) (Scotland) Amendment Regulations 2014

These Regulations, which come into force on 01.04.14, amend the 1994 Regulations mainly to extend the classes of properties that qualify for rates relief under the scheme known as "Fresh Start".

- Regulation 4(a) provides 50% non-domestic rate relief for property that was last used as a hotel, public house or restaurant and has been unoccupied for at least a year before again becoming occupied. Where other qualifying criteria in the 1994 Regulations are met, such property will be deemed to be unoccupied, notwithstanding the actual occupation, for a period of up to one year. This relief also applies to premises that have not previously been occupied, where the first use is as a hotel, public house or restaurant.
- Regulation 4(c) raises the RV threshold at which eligibility for "Fresh Start" relief ceases, to allow property with a RV up to £65,000 to qualify (up from £45,000).
- Regulation 4(d) provides that no rate relief is to be granted where "payday lending", within the terms of the definition inserted into the 1994 Regulations by regulation 3(b), is carried out on the property.

http://www.legislation.gov.uk/ssi/2014/31/contents/made

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WALES

PLANNING

05 Welsh Assembly Government Circular

Building regulation circular WG – 001/2014

This circular clarifies the effect of amendments made to the Building (Approved Inspectors etc.) Regulations by Building (Approved Inspectors etc.) (Amendment) (Wales) Regulations 2014 (S.I.2014/58) (W.5).

The purpose of this Circular is to draw attention to these amendments and explain the changes they make to the Building (Approved Inspectors etc.) Regulations 2010 for Wales.

http://new.wales.gov.uk/topics/planning/buildingregs/circulars/01-2014-changes-to-building-regs/?lang=en

If you require advice on planning issues, contact Hugh Bullock on Tel. +44 (0)20 7333 6302 hbullock@geraldeve.com

06 Welsh Assembly Government Consultation

Review of Planning Conditions Circular and Model Conditions
Deadline for Comments: 25.04.14

Welsh Office Circular 35/95 gives guidance on the use of planning conditions. It contains an appendix with model conditions. Although much of this guidance is still relevant, an updated version needs to be published to include:

- recommendations made in recent studies; and
- changes to legislation, guidance, case law and practice since 1995.

This proposed new circular will bring advice up to date and contain a new list of standard conditions to help promote best practice in the use of planning conditions in Wales.

http://new.wales.gov.uk/consultations/planning/review-of-planning-conditions-circular/?lang=en

CONSTRUCTION

07 Welsh Assembly Government Circular

Building regulation circular WG – 003/2014

This circular introduces a new Part 7A to the Building Regulations 2010 for fire suppression systems made by Building Regulations &c. (Amendment No. 3) and Domestic Fire Safety (Wales) Regulations 2013. It also clarifies the effects of the Building (Approved Inspectors etc.) Regulations 2010 and the amendments to Approved Document B – Fire Safety – volumes 1 and 2.

http://new.wales.gov.uk/topics/planning/buildingregs/circulars/03-2014-fire-safety/?lang=en

08 Welsh Assembly Government Circular

Building Regulation circular WG – 004/2014

This circular introduces the new 2014 energy efficiency amendments to the Building Regulations and draft Approved Documents L1A (2014), L1B (2014), L2A (2014) and L2B (2014) for Wales.

http://new.wales.gov.uk/topics/planning/buildingregs/circulars/04-2014-chenges-to-building-regs/?lang=en

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