TOWN & COUNTRY PLANNING ACT 1990

ERECTION OF 4No NEW DWELLINGS REPLACING 2No EXISTING DWELLINGS, VEHICLE REPAIR & MAINTENANCE GARAGE, CAR SALES AND ASSOCIATED DEVELOPMENT AT WILDCROSS, SOUTH WRAXALL, BRADFORD ON AVON, BA15 2RL

PLANNING STATEMENT

Prepared by

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Our Reference: SWLC.LPC.5544

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APPENDICES

NO	DESCRIPTION
ONE	Statutory Declaration – Mr K Hancock together with correspondence from Mr Baston and related tenancy paperwork

1.0 INTRODUCTION

1.1 LPC (Trull) have been instructed by Church Farm Developments to present their full planning application for the site's entire redevelopment at Wild Cross, South Wraxall, Bradford on Avon, BA15 2RL, to provide 4No new dwellings.

1.2 The site in question currently includes a chalet bungalow that has historically been sub-divided and occupied since 2009, as two separate dwellings, together with a large commercial workshop building and associated hardstanding, as well as other incidental structures. In simple terms, the application adds two extra dwellings, in lieu of the site's commercial uses, pursuing a comprehensive redevelopment, as a single residential enclave.

1.3 The extent of the application site and its prevailing context is shown by the aerial photograph extracts inserted below.



1.4 It is the purpose of this Statement to describe the site contextually and set out what is proposed by the planning application. The statement will then provide an overview of the planning policy context and an assessment of the key material planning considerations, demonstrating the proposal's acceptability.

1.5 To be considered along with this overarching planning and design commentary, the application includes the following plans and biodiversity statement:-

- Ecological Appraisal and Biodiversity Net Gain Assessment (10 August 2023) by Noctua Ecology;
- LPC 5544 EX 01 – Location Plan
- LPC 5544 EX 02 – Site Plan – Existing
- LPC 5544 EX 03 – Existing Plans – House
- LPC 5544 EX 04 – Existing Elevations - Workshop
- LPC 5544 EX 05 – Existing Plan – Workshop
- LPC 5544 EX 06 – Existing Elevations - Workshop
- LPC 5544 PR 01 – Site Plan – Proposed
- LPC 5544 PR 02 – Plot 1 – Plans & Elevations
- LPC 5544 PR 03 – Plot 2 – Plans & Elevations
- LPC 5544 PR 04 – Plot 3 – Plans & Elevations
- LPC 5544 PR 05 – Plot 4 – Plans & Elevations
- LPC 5544 SK 01 – Site Plan – Proposed Ground Floors

2.0 THE APPLICATION SITE & BACKGROUND

2.1 The application site has a combined area of approximately 1540m² and includes a single point of vehicular access, that is shared with the gated field access to the east, effectively opposite the shared point of access, from the B3109 highway, which runs past the site.

2.2 The access and site frontage are shown by the street view images sourced from Google earth inserted below.





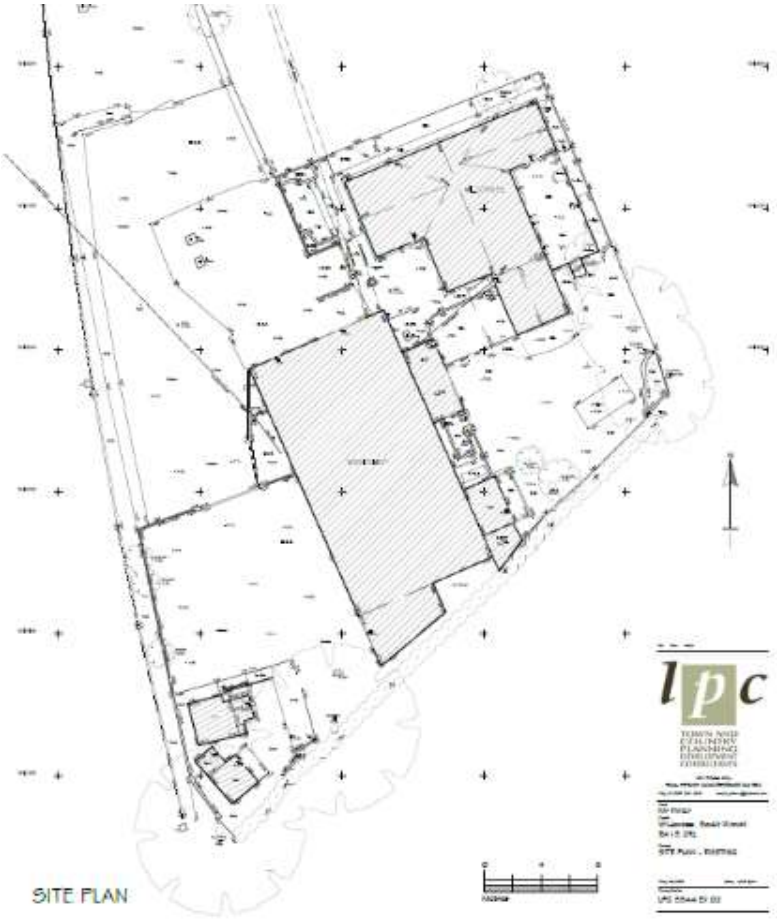






2.3 Despite the fact that car sales were refused by application W/03/00500/FUL on 3rd October 2003 the use continued, and as shown above the site has consistently been used in addition to vehicle repairs and maintenance as a mixed-use operation, including car sales. The decision regarding application W/03/00500/FUL of course means the established use should be viewed as non-conforming.

2.4 This point is accentuated by the tight juxtaposition between the workshop, and the shared access to the residential properly to the north east of the site. There is no formal tie between the residential and commercial uses present on the site as a whole.



2.5 Indeed, attached to the Statement at Appendix One is a Statutory Declaration provided by the previous site owner (Mr K Hancock) who confirms that the original property was sub-divided as two dwellings in 2009, since when they have been so used, independent of one another. My clients, as the new owners are also still leasing Nos 43a and 43b separately. Together with the Statutory Declaration Mr and Mrs Baston have provided a brief statement

confirming their occupation of part of the original bungalow from March 2014. I have also exhibited a copy of their tenancy agreement and their earlier 2009 document for the previous tenant Mr Philip Martin (all enclosed at Appendix One).

2.6 As you will be aware such a lawful position can only be lost pursuant to the findings of *Panton & Farmer v Secretary of State for the Environment, Transport and the Regions and Vale of White Horse District Council [1999] JPL 461*. This rules that lawful use rights can only be lost by evidence of abandonment; by the formation of a new planning unit; or be being superseded by a further change of use. Thus, a use which is dormant or inactive could still be 'existing', so long as it had begun more than four years ago, as in this case, and has not been extinguished in one of these ways. These principles were upheld by the more recent case – *Thurrock Borough Council v Secretary of State for the Environment, Transport and the Regions and Holding [2001] JPL 1388*. This related to the use of land for taking off and landing of aircraft. The established principles are therefore that an accrued planning right can only be lost in one of three ways, by operation of law. First, by abandonment, secondly by the formation of a new planning unit, and thirdly, by way of a material change of use. None of these have been caused by my client's recent purchase of the site. The lawfulness is established by the effluxion of time and requires no formal certification to provide a material planning consideration.

2.7 Section171 B to the Town and Country Planning Act 1990 makes it clear that where there has been a breach of planning control consisting in the change of use of any building to a use as a dwellinghouse, no enforcement action may be taken after the end of the period of four years beginning with the date of the breach. Nos 43 a and b are therefore lawful, separate residences, being immune from enforcement action.

2.8 It is material to note that the two properties have separate permitted development rights for extensions and alterations pursuant to Part 1, Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended). The mixed use of the commercial site as a whole is less clear cut, although the workshops building in and of itself,

is more clearly a B2 Use (general industry). Part 7, Class H to the above Order would therefore allow its substantial extension and the provision of a related new 100m² building.

2.9 These rights are also being potentially increased, as indicated by the Government's consultation – (July 2023: Consultation on additional flexibilities to support housing deliver, the agricultural sector, business, high streets and open prisons; and a call for evidence on nature-based solutions, farm efficiency projects and diversification). Additionally, the consultation also raises a question of non-agricultural rural use buildings being supported for residential change of use (Q.39).

2.10 The application site, in light of the above background considerations is, as indicated previously, believed to be a non-conforming site. Indeed, locationally, it is reasonable to conclude such a mixed-use site would not be supported pursuant to the application of current planning policies.

2.11 The site lies outside of the settlement of South Wraxall to the west. The aerial photograph inserted earlier shows the siting at the confluence of those roads serving Upper and Lower South Wraxall, as well as going east, and sign posted to Broughton Gifford. It is less than 500m from South Wraxall, but is still an outlier. There are two other houses immediately to the north of the application site (Wildcross House and No 44), both accessed from the road to Broughton Gifford (and Stonar School).

3.0 THE PROPOSAL

3.1 The existing residential pair of properties comprise a chalet bungalow structure of no visual quality or significance. It is predominantly render finished below a concrete tiled roof, and is dominated by the large reconstructed stone block built garage workshop building, and hard-standings used for car sales and customer parking. The site as a whole has an entirely open road frontage.

3.2 The site substantially narrows to the north, around the existing access and rather than change the access arrangement, recognising the bends in the road beyond the site and the established visibility, the redevelopment maintains a shared access at this established point.



SITE PLAN

3.3 The site layout proposed, as shown above, seeks to introduce new hedgerow planting to the road frontage, reflecting the wider visual scene along the main road, and beyond. The new house nearer the road (plot 2) includes a 2m high timber vertical boarded garden boundary to the southern point of the site, which effectively retains the existing fenced boundary, screening the mix of

garden style buildings shown on pages 5 and 6 by the road view and survey plan.

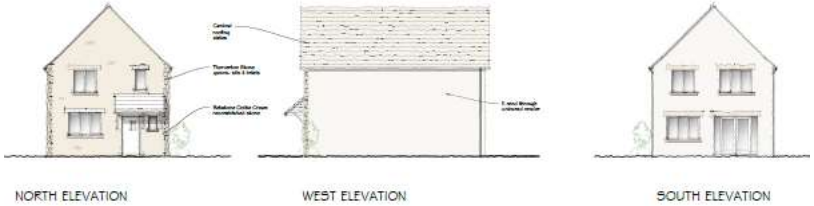
3.4 Concentrating the proposed redevelopment, in the deepest part of the site, there will be a row of 3No detached two storey houses along the southern boundary and fronting a shared access road and western turning head. To the north of the shared access an 'L' shaped single storey property completes the new grouping, with the main garden areas at either end, albeit there is also land to the rear of this property and it will have an open field aspect to the north and east.

3.5 The mix of construction materials is shown annotated on the submitted plans and comprise a combination of reconstructed stone walling, with dressed quoin stone detailing and render (k-rend). The single storey property will be roofed with Redland artificial roof slates, in contrast to the use of cardinal roofing stone slates for the other houses. Plots 1-4 and shown from the top down below.









3.6 Each property will have an Electric vehicle charging point, and the site layout plan shows separate cycle storage facilities as well as recycling and waste storage.

3.7 The existing building footprint on site amounts to 370.3m². All four new dwellings have a combined built footprint of 330.1m², thus reducing the built spread, as well of course contracting the visual spread of commercial activity.

4.0 THE DEVELOPMENT PLAN

4.1 The National Planning Policy Framework (NPPF) highlights that planning law (Section 70[2] to the Town and Country Planning Act 1990 and Section 38[6] to the Planning and Compulsory Purchase Act 2004) requires that all planning decisions are made in accordance with the Development Plan unless material considerations indicate otherwise. The relevant Development Plan in this instance is the Wiltshire Core Strategy (adopted 2015).

4.2 The Development Plan must be read as a whole but the following policies are of particular relevance to the proposed development.

Core Policy 1 – Settlement Strategy
Core Policy 2 – Delivery Strategy
Core Policy 7 – Spatial Strategy for the Bradford on Avon Community Area
Core Policy 35 – Existing Employment Land
Core Policy 50 – Biodiversity and Geodiversity
Core Policy 51 – Landscape
Core Policy 57 – Ensuring High Quality Design and Place Shaping
Core Policy 60 – Sustainable Transport
Core Policy 61 – Transport and Development

4.3 The NPPF provides the Government's planning policies for England and explains how they should be applied. It is a material planning consideration. In this instance the NPPF provides the National Green Belt policy arising from the site's location shown below in the area's Green Belt, defined east of the main road, as shown below.



4.4 The NPPF notes at paragraph 60 the Government's objective of significantly boosting the supply of homes. Small and medium sized sites can make an important contribution to meeting the housing requirement of an area (paragraph 69), as they are often built-out relatively quickly. Furthermore, support is given at item c) for windfall development options.

4.5 Chapter 11 to the NPPF 'Making effective use of land', gives substantial weight (paragraph 120) to the value of using suitable brownfield land. Redeveloping under-utilised land and buildings, is promoted, 'especially if this would help to meet identified needs for housing where land supply is contained…'.

4.6 More focused on rural housing, sustainable development is said at paragraph 79 to require housing to be located where it will enhance or maintain the vitality of rural communities, noting development in one village can help support others nearby.

4.7 The NPPF at paragraph 149 confirms that local planning authorities should regard the construction of new buildings in the Green Belt as inappropriate, except where, inter alia, it involves;

> *'limited infilling or the partial or complete redevelopment of previously developed land, whether redundant or in continuing use (excluding temporary buildings), which would:*
>
> *– not have a greater impact on the openness of the Green Belt than the existing development; or*
>
> *– not cause substantial harm to the openness of the Green Belt, where the development would re-use previously developed land and contribute to meeting an identified affordable housing need within the area of the local planning authority.*

4.8 The key issues arising from the planning policy framework outlined above are therefore believed to be as follows, and are addressed in the round in the following section.

- Principle of redevelopment
- Green Belt impacts

- Loss of employment premises
- Highway considerations
- Biodiversity
- Residential amenity
- Landscape
- Design
- The Tilted Balance

5.0 PLANNING ASSESSMENT

Principle of Redevelopment

5.1 Wiltshire Core Strategy Policies CP1 and CP2, alongside community area based policy, CP7 in this instance, define a hierarchy of settlements based on a range of services, infrastructure and facilities, and seeks to direct most new development to the most sustainable location in this hierarchy. The application site however lies within a countryside location and not in a defined settlement.

5.2 In light of the Braintree District Council v Secretary of State for Communities and Local Government & Ors [2018] EWCA CW 610 the application site cannot be described as 'isolated' in the sense of being separate or remote from the dispersed village pattern development at South Wraxall.

5.3 The NPPF states it is important that a sufficient amount and variety of land can come forward where it is needed to support the Government's objective of **significantly boosting the supply of homes**" (emphasis added) (paragraph 60). There is of course no ceiling in these regards, and new development that is otherwise sustainable should not automatically be refused, in particular in the context of the Council's five year housing land supply position.

5.4 The Council's most up to date Housing Land Supply Statement (Base date: April 2022 / Published May 2023) details that it has 4.60 years of deliverable housing land supply.

5.5 In these circumstances, NPPF paragraph 11d advises that policies which are most important for determining the housing application should not be considered up to date. As a result, the presumption in favour of sustainable development as set out at Paragraph 11d of the Framework is engaged so permission should be granted unless any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework taken as a whole.

5.6 The proposal would result in the provision of two new additional dwellings that would contribute towards the deficit in the Council's 5 year housing land supply. The existing housing stock will be enhanced too by the replacement

of the existing subdivided property with modern purpose built and well insulated houses. It will give rise to a social benefit and there would also be short term benefits to the construction industry. The only adverse impact is the potential conflict with the plan led approach because the site is not allocated within the local plan. The development however is within a sustainable location and would not result in any site specific harms or to the wider environment. It is therefore considered that there would be no adverse impacts associated with granting permission that would significantly and demonstrably outweigh the benefits. The titled balance (required by paragraph 11d of the NPPF) therefore weights substantially in favour of granting permission in principle.

5.7 Your Council acknowledges that it needs to address housing supply and has issued delivery briefing notes setting out its approach to dealing with this, namely-

- Briefing Note: Housing Land Supply No.20-20 (June 2020); and
- Briefing Note: 5 Year Housing Land Supply and Housing Delivery Test No.22-09 (April 2022)

5.8 These documents advise that the Council should positively consider speculative applications where there are no major policy obstacles material to the decision other than a site being outside settlement boundaries or unallocated. Thus, a breach of the settlement boundary alone does not preclude development. While the proposed dwellings would potentially conflict with the WCS settlement strategy due to the site's rural location, there are no other policy obstacles, or any harm identified. It is therefore considered that permission in principle should be supported in line with the Council's own strategy to address its five year housing land supply shortfall.

5.9 It is arguable that the site's location in the wider Green Belt overrides the settlement strategy in any event as the relevant national policy at paragraph 149 to the NPPF, recognising of course that the Green Belt is predominately rural in designation, specifically supports redevelopment as proposed, without reference to its location in a settlement.

5.10 The application site lies outside the built up limits of South Wraxall and thus lies in the open countryside. However, it is of course not a greenfield site which is a material planning consideration.

5.11 The submission is effectively a hybrid proposal involving the replacement of the existing two dwellings with new units and redeveloping the previously developed land to complete the addition of two further dwellings. In all regards there is no new development proposed.

5.12 By enhancing the existing accommodation and removing the non-conforming commercial buildings and activities it is strongly maintained that the development will positively contribute to the supply and mix of housing, as well as enhance the existing roadside site.

Green Belt Impacts

5.13 The NPPF notes that there are strict controls to guard against inappropriate development in the Green Belt, which is harmful to the Green Belt by definition. Inappropriate development should not be approved except in very special circumstances, which will not exist unless the potential harm to the Green Belt by reason of inappropriateness, and all other harm resulting from the proposed is clearly outweighed by other considerations.

5.14 The NPPF at paragraph 137 states that the Government attaches great importance to Green Belt. The fundamental aim of Green Belt policy to prevent urban sprawl by keeping land permanently open; the essential characteristics of Green Belts are their openness and their permanence.

5.15 Paragraph 149 of the Framework sets out that the construction of new buildings in the Green Belt should be regarded as inappropriate development, unless the development is one or more of a list of exceptions. These exceptions include *inter alia* the following:

g) limited infilling or the partial or complete redevelopment of previously developed land, whether redundant or in continuing use (excluding temporary buildings), which would:

- Not have a greater impact on the openness of the Green Belt than the existing development; or

- Not cause substantial harm to the openness of the Green Belt, where the development would re-use previously developed land and contribute to meeting an identified affordable housing need within the area of the local planning authority.

5.16 The proposed represents the redevelopment of what is clearly previously developed land. In principle therefore the proposed development satisfies the first limb of the Government's stated exception. It is of course acknowledged that the impact on the Green Belt's openness and the purposes of including the land within the Green Belt should be satisfied too. The contracted built footprint and visual permeability through the site are believed to show this is the case.

5.17 The overall footprint of the proposed development would on balance be less than the existing, especially if one takes into account the fact that the open areas of hardstanding would, be largely replaced with garden land and new boundary planting.

5.18 On this basis the scheme would not have a greater impact on the openness of the Green Belt over and above the existing situation, indeed it would actually have reduced impact, and would therefore be appropriate development in the Green Belt. The proposal fully satisfies the terms of paragraph 149 g) of the NPPF and as such is **not** inappropriate development in the Green Belt.

5.19 It underpins the site's acceptable redevelopment that the commercial garage in this rural location is non-conforming. Indeed, as the site is in the Green Belt where the fundamental aim of national policy is to preserve the openness, paragraph 149 to the NPPF is in any event permissive of the redevelopment of such site's, recognising by default their rural location. The NPPF at paragraph 105 recognises that sustainable transport opportunities differ between urban and rural areas. The acceptable planning balance is therefore informed by the need not to generate a greater impact on the site's established visual and other externalities.

Highway Considerations

5.20 In terms of highway considerations therefore those building other than the existing houses have a footprint that measures 243.7m² in area, and the TRIC's data for vehicle repair garages (slow fit) provides a trip rate as below.

Trip rate per 100m²

In	out
9.794	9.549

Trip rate for Wildcross (244m²)

In	out
24 (whole number)	23 (whole number)

5.21 The TRICs data is based on 2No urban fringe examples and therefore ignores the fact that at Wildcross there are no realistic opportunities to walk off site whilst waiting for works to be done to your car. There will be a substantially greater propensity for drop offs and collections therefore to involve potentially double movements. On top of that the car sales will attract its own visitors, and they too, unless part exchanging, will need to be dropped off to pick up their new vehicle, doubling car usage.

5.22 Mindful that the replacement 2No dwellings will generate about 7 daily movements each it is clear that even without the necessary modifications (upwards) to the TRICs figures above, to reflect the site specific considerations there will be a material reduction in vehicle movements generated at this site (of at least 30%).

5.23 Each dwelling will provide an EV charger which encourages the ownership of such vehicles, this lessening further the perceivable impact of any car dependency associated with the application site. It is indeed commonly accepted that a 2km walk (25 mins) or 8km cycle (30 mins) is an acceptable distance to travel to work and access facilities and amenities.

5.24 South Wraxall is closely related and there is a village hall, church, and public house in the village. Going further afield Bradford on Avon is approximately

only 3.5km to the south and Corsham is within 6km to the north. Indeed, Bath falls within the acceptable cycle limits too.

Impact on Landscape Character

5.25 In terms of this site's impact on the area's character and appearance, the existing buildings and associated structures, hard-standings and associated paraphernalia have evolved piecemeal and are at best described as utilitarian and basic. They exhibit no features of historical or architectural merit. The buildings as a group are of their time and make no positive contribution to the area's character and appearance.

5.26 As already indicated the site is partially residential and there are houses immediately to the north. Housing per se is not therefore incongruous and in fact the redevelopment provides the opportunity to reinforce boundary planting and containment. The comprehensive redevelopment proposed, removing all existing buildings will provide a legible residential grouping that weighs significantly in favour of the proposal.

5.27 The scheme makes efficient use of the site, given its constraints and opportunities. A traditional architectural approach has been adopted introducing a 'terrace' like row of these cottage style houses proposed and a single storey unit, that is a pseudo barn-like unit in origin. By design, scale and materials the new housing will be in scale and harmony with the rural setting. The development will also be designed to be highly sustainable by comparison with the existing buildings.

5.28 The development's assessments also initially considered an application to convert the existing workshop premises, providing the 2No additional dwellings, in accordance with national policy at paragraph 80 to the NPPF. Achieving a truly sustainable enhancement to the building stock would not be so easy though and of course the visual improvements would be much harder to achieve contextually.

Loss of Employment Land

5.29 In this regard it is worth stressing that the site's employment use is not protected. Core Policy 35 to the WCS states that within the principal settlements, market towns, local service centres and principal employment

area, proposals for the redevelopment of land and buildings currently or last used for activities falling within erstwhile Use Classes B1, B2 and B8 must satisfy a range of criteria, including demonstrating that the site had no long term or strategic need to stay in an employment use. However, this is not considered to be directly applicable to the application as the site is not in a higher order settlement. Its mixed use is also a sui generis activity, so is outwith the policy remit. The removal of the non-conforming use, as brownfield redevelopment opportunity is in fact a positive and material consideration, as said supported by national Green Belt policy as the impact on the area's openness is lessened in the planning balance.

Design & Impact on Residential Amenity

5.30 Returning to aspects of the site's overall redesign, the redevelopment ensures that the amenities of the existing dwellings will be enhanced. The potential removal of the site's commercial uses will improve the immediate residential environment, which includes the two houses to the north.

5.31 By design the new houses will all be set a sufficient distance away from neighbouring/new properties and the fenestration layout ensures the reasonable amenity of each new house is safeguarded from overlooking. There is usable, and private garden space for each plot, without loss of privacy or light etc. Residential amenity will be enhanced and delivered for the new residents.

5.32 Core Policy 57 of the Wiltshire Core Strategy requires a high standard of design in all new development. It states that development is expected to create a strong sense of place by drawing on the local context and being complimentary to the locality. This is reflected in section 12 of the NPPF which requires at paragraph 127 that development is visually attractive and sympathetic to local character including the surrounding built environment and landscape setting.

5.33 The built form locally consists of a range of architectural styles, forms and building sizes. There is very little uniformity in the locality, which is particularly the case in the area immediately surrounding the application site. The material palate in this area is also varied.

5.34 Overall, it is maintained that the proposal results in an acceptable quality design treatment in both scale and harmony with the prevailing built character and form, particularly as it removes the existing utilitarian commercial buildings that harm the area's residential character and dominate the neighbours. The redevelopment proposed would not therefore conflict with Core Policy 57 of the Wiltshire Core Strategy in addition to paragraph 127 of the National Planning Policy Framework.

5.35 Despite the increased height of the dwellings when compared to the existing range of garage buildings, and varied roofscape generally in the area, it is considered that the proposal would not decrease the levels of light enjoyed by the neighbours and given the existing arrangement it is not considered that the proposal would have an overbearing impact. The roof's orientation provides a visual permeability with significant space apparent in the airspace between properties. The proposed dwellings would be an acceptable distance contextually from other neighbouring properties. Due to these distances, it is considered that the proposal would not result in any significant loss of light, privacy or overbearing impact for the existing neighbours or within the new development.

5.36 Core Policy 57 also requires that an adequate standard of amenity is achieved within the site itself. The proposed dwellings would have an adequate level of private amenity space and the layout of the proposed dwellings would ensure that future occupiers would have access to an adequate level of light. The layout will ensure that an adequate standard of amenity is achieved.

Impact on Biodiversity

5.37 The application includes an Ecological appraisal prepared by Noctua Ecology. The site is located within the Bat Consultation Zone for the Bradford on Avon Bats SAC and the data search identified two non-statutory designated sites located within a 2km radius of the site. Furthermore, a total of 3161 records of 150 protected and notable species were located within 2km of the site, none of which were located within the site.

5.38 The related survey identified eight UK Habitat classifications within the site boundary. The bat surveys identified that the workshop and nearby shed is a

lesser horseshoe bat night roost used by low numbers of bats; and the bungalow is a common pipistrelle occasional day roost used by one individual. The proposed works will result in the destruction of all bat roosts identified within the site. General bat activity levels within close proximity of the site were considered to be low. In addition, nesting goldfinch and barn swallows were identified within the site. Invasive non-native Schedule 9 species Virginia creeper was identified within the site. The site was considered to offer suitable habitat for badger; foraging and commuting bats; nesting birds (including red kite); a common assemblage of invertebrates; reptiles; hazel dormouse; and hedgehog.

5.39 The Biodiversity Net Gain assessment determined that the proposed development has the potential to deliver a Biodiversity Net Gain 0.1420 in habitat units (11.43% net change), and 0.2429 in hedgerow units (56.54% net change). The report includes a mitigation and enhancement commentary at Section 7 related to the BNG, and thus has been annotated on the site layout proposed so that it can be conditionally controlled. Such actions will result in a biodiversity gain and thus accords with WCS policy CP50.

Foul and Surface Water Strategy

5.40 The existing site, is either built over or laid to hardstanding. Foul and surface water drainage are established features and there is no reason to assume the main's connection will not be able to accommodate the redevelopment. The site's surface run off though will be substantially improved by the increased permeability. This is also associated with a general softening of the site in landscape terms and the provision of new rear gardens, increasing permeability.

5.41 Additional planting, over and above the reasonable private scope of the new residents, could be conditionally controlled to introduce a traditional mixed species hedge along the northern boundary and in accordance with the BNG. This will of course add to the biodiversity benefits but also will result in a softening of the very open and stark site near the gateway to the village.

6.0 PLANNING BALANCE AND CONCLUSIONS

6.1 As stated above, in the determination of planning applications the first issue to consider is whether or not the proposal accords with the relevant provisions of the development plan. In light of the key issues addressed we of course say it does. If it does not though, then the issue arises as to whether material considerations, including relevant policies in the NPPF, mean that the development can be regarded as sustainable, and that permission should be granted despite conflict with these policies.

6.2 In this regard it is maintained that the development accords both in principle and in detail with the relevant policies of the Development Plan. It is previously developed land within the wider built up limits of the village where the two extra houses are acceptable additions to the local housing supply in principle, as a suitable infill, and appropriate Green Belt redevelopment.

6.3 However, for completeness given the reduced weight to be given to any possible conflict with policies for the supply of housing that are 'out of date' and the NPPF guidance intended to boost housing land supply where the development can be judged sustainable, I have expanded this permissive position to demonstrate how the tilted balance also supports the grant of permission.

6.4 Therefore, of key consideration are the benefits (economic, social and environmental) and harms associated to the development and the level of weight which may be attributed to them in the planning balance.

Benefits:

- Landscape and visual benefits through the removal of the existing nonconforming buildings and uses.
- Improved frontage and boundary landscaping.
- Biodiversity gains
- Improved amenity for neighbours through the removal of the existing commercial buildings.
- Amenity and sustainability benefits through a reduction in traffic.
- Provision of family homes and support for nearby village amenities and services

- Financial benefit through the collection of Community Infrastructure Levy. Additionally, there would be financial benefits arising from construction, and there would be additional expenditure locally from the future occupants of the site.
- The proposal would involve redevelopment of a brownfield site, in accordance with the objectives of paragraphs 84 and 149 of the NPPF.

Harms:

- Loss of potential employment use through the demolition of the building.

6.5 Therefore, it is considered that the adverse impacts of granting consent would not significantly and demonstrably outweigh the benefits. As such the development is supported by the tilted balance.

APPENDIX ONE

I KELVIN HANCOCK of 43a Wildcross South Wraxall Bradford on Avon BA15 2RL **DO SOLEMNLY AND SINCERELY DECLARE** as follows:

1. I am the owner of the Cottage known as 43a Wildcross South Wraxall Bradford on Avon BA15 2RL, (**the Cottage**) which is shown edged red on the plan annexed to this statement and marked "Exhibit - KH1".
2. I have been familiar with the Cottage for 40 years and have been the legal owner of the same since 21 November 1989 when the Cottage was assented into my sole name.
3. The Cottage is subdivided into two separate and independent dwellings which are known as 43A Wildcross and 43B Wildcross. The Cottage was originally subdivided in March 2009. There is annexed to this statement and marked "Exhibit - KH2" which, to the best of my knowledge, shows this subdivision of the Cottage into two independent dwellings with the separate entrances to the two dwellings.
4. The two dwellings within the Cottage are physically self contained, they have separate entrances, kitchens and bathrooms, they don't share any facilities. There are separate electricity supplies to 43A and 43B and the water supply is joint and shared by the whole property.
5. Since May 2009 43A Wildcross and 43B Wildcross have been separately occupied. I have lived in 43B Wildcross since the subdivision of the Cottage and 43A Wildcross has been let out to tenants.
6. Since May 2009 there have been 2 separate tenancies of 43A Wildcross. The first starting in May 2009 ended on entrance of the second agreement dated 24 February 2014 .The tenant under the second of the tenancy agreements occupied 43A Wildcross until 01st November 2021.
7. The two properties, 43A and 43B Wildcross, have been retained since 2009 as self contained units.

and I make this solemn declaration conscientiously believing the same to be true and by virtue of Statutory Declarations Act 1835.

[redacted]

DECLARED at

this 15th day of May 2023

before me

Solicitor empowered to administer oaths

BLB Solicitors Limited
3 Church Street
Bradford on Avon
Wiltshire
BA15 1LR
Tel: 01225 866541

[redacted]

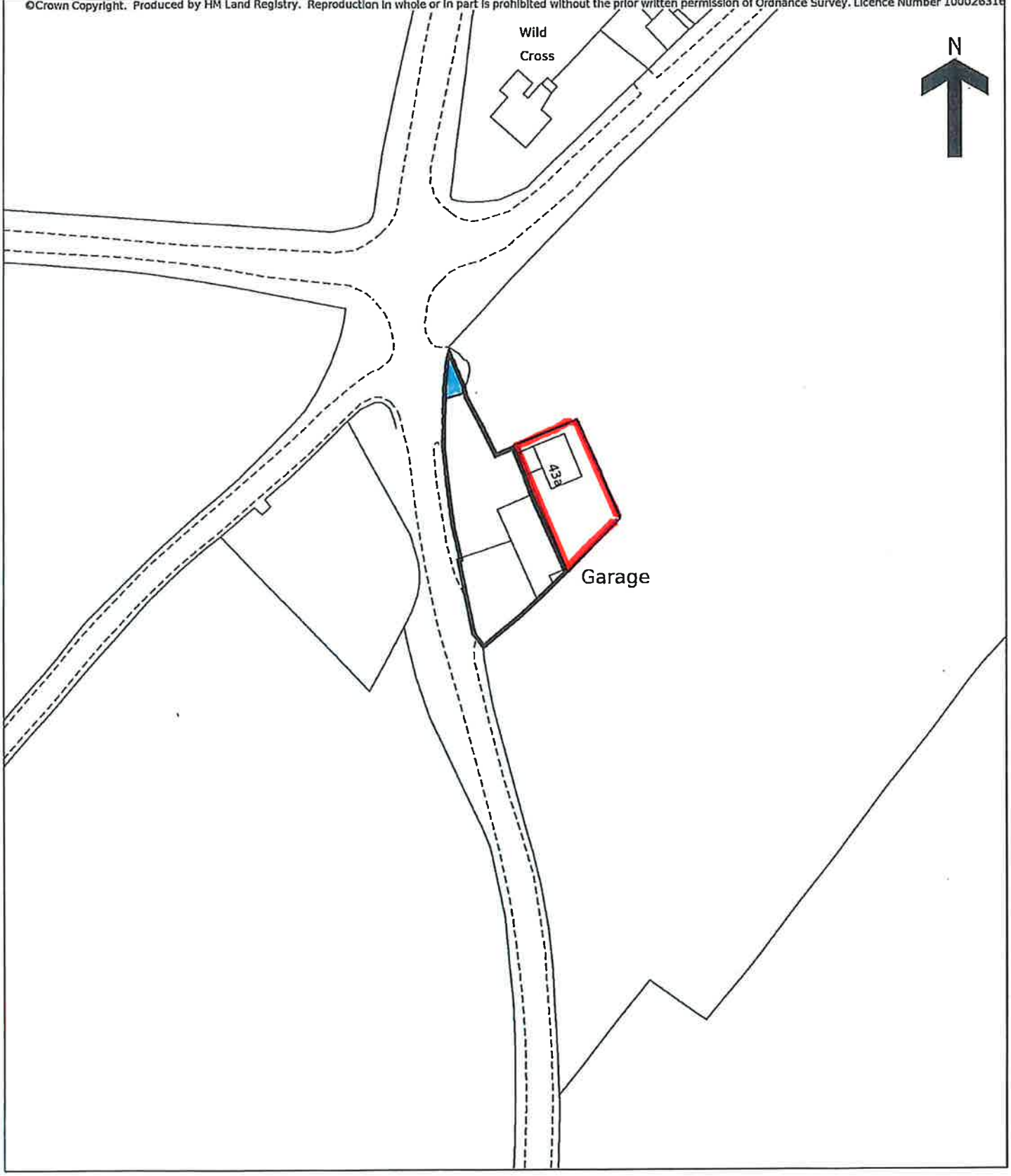
This is the plan marked "KH1" referred to in the annexed declaration of Kelvin Hancock made before me this 15th day of May 2023

[redacted]

HM Land Registry Official copy of title plan

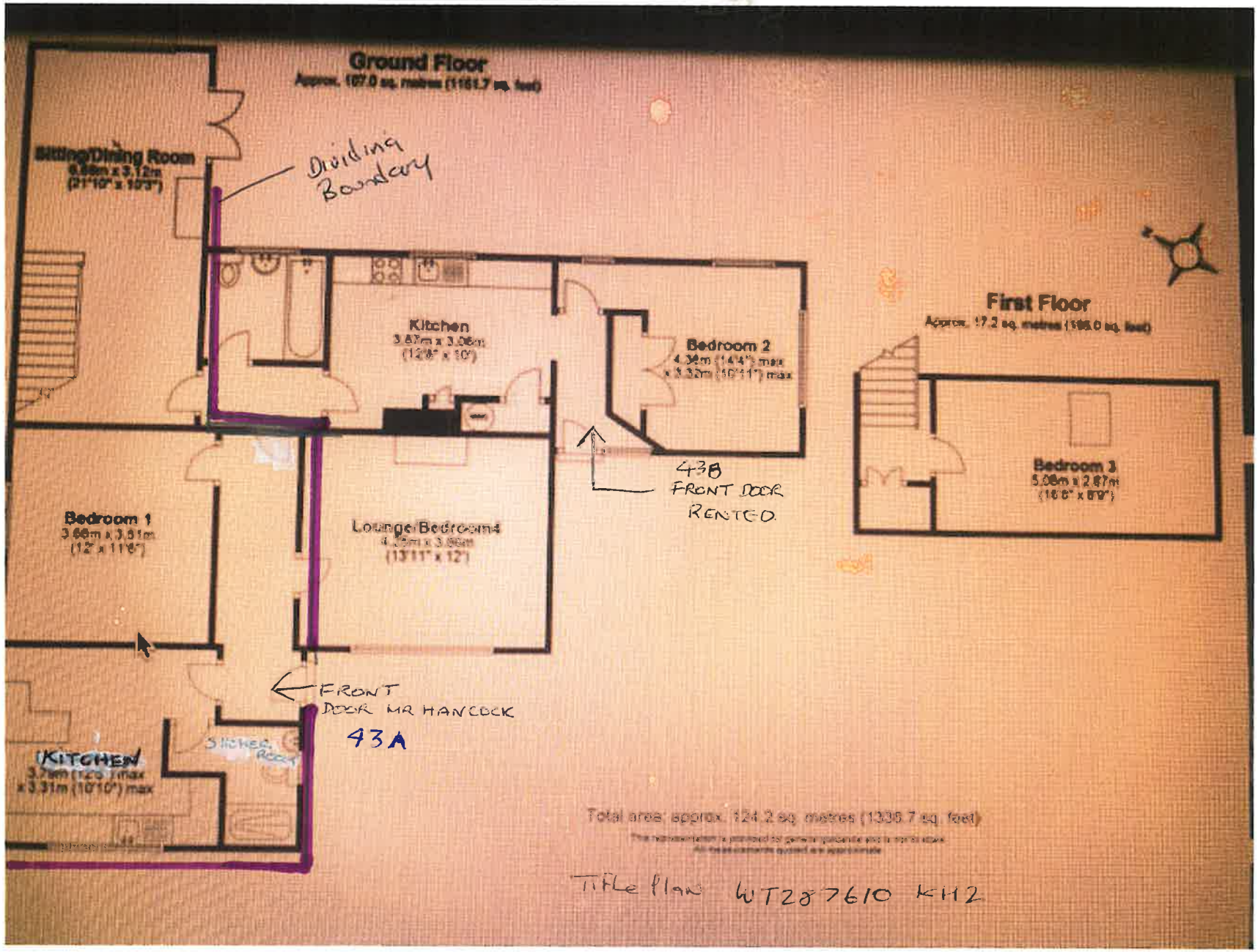
Title number **WT287610**
Ordnance Survey map reference **ST8364NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wiltshire**

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This is the plan marked "KH2" referred to in the annexed declaration of Kelvin Hancock made before me this 15th day of May 2023





Title Plan WT287610 KH2

This is to confirm that my wife and I rented a part of the bungalow known as :-43a Wildcross, South Wraxall, Bradford on Avon. BA15 2RL we lived there from March 2014. Until September 2022. A total of 8 and a half years.

Arthur Baston and Lynnette Baston.

[redacted]

17/4/23

TENANCY AGREEMENT - ENGLAND & WALES

(for a Room in a Furnished House or Flat on an Assured Shorthold Tenancy – Non-Resident Landlord)

The PROPERTY 42A Wildcross South Wraxall Bradford on Avon BA15 2RL.

The DESIGNATED ROOM

The SHARED PARTS N/Applicable

The LANDLORD K Hancock

The TENANT [redacted]

The GUARANTOR* of

The TERM monthly weeks/months* beginning on 1/5/2009

The RENT £ 375.00 per week/month* payable in advance on the 1st of each week/month*

The DEPOSIT £ — which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules

The INVENTORY means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

DATED 9/4/2009

Signed and executed as a Deed by the following parties

Landlord	Tenant	Guarantor*
K Hancock	[redacted]	
Landlord(s)' name(s)	Tenant(s)' name(s) PHILIP MARTIN	Guarantor's name
[redacted]	[redacted]	
Landlord(s)' signature(s)	Tenant(s)' signature(s)	Guarantor's signature
In the presence of:		
Witness signature [redacted]	Witness signature [redacted]	Witness signature
Full name Michael Lee	Full name Michael Lee	Full name
Address Bathampton Farm, Bath.	Address Bathampton Farm, Bath	Address

IMPORTANT NOTICE TO LANDLORDS:

1. The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
2. Always remember to give the written Notice Requiring Possession to the Tenants at least two clear months before the end of the Term if you want the Tenants to vacate.
3. Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

IMPORTANT NOTICE TO TENANTS:

1. In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
2. If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
3. If the total amount of rent exceeds £25,000 per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
4. Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.tds.gb.com.
5. If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

*delete as appropriate

TENANCY AGREEMENT - ENGLAND & WALES

(for a Room in a Furnished House or Flat on an Assured Shorthold Tenancy – Non-Resident Landlord)

The PROPERTY 43B South Wroxall Bradford on Avon BA15 2RL

The DESIGNATED ROOM

The SHARED PARTS NOT APPLICABLE

The LANDLORD [redacted]

The TENANT

The GUARANTOR* [redacted]

of

The TERM monthly weeks/months* beginning on 1/3/2014

The RENT £ 450.00 per week/month* payable in advance on the of each week/month*

The DEPOSIT £ which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules

The INVENTORY means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

DATED 25/2/2014

Signed and executed as a Deed by the following parties

[redacted]

Landlord(s)' name(s)

K Hancock

[redacted]

Landlord(s)' signature(s)

Tenant [redacted]

Tenant(s)' name(s)

ARTHUR ERNEST

KARA BASTON

[redacted]

Tenant(s)' signature(s)

Guarantor*

Guarantor's name

Guarantor's signature

In the presence of [redacted]

Witness signature [redacted]

Full name Michael Lee

Address Bath hampton Farm, Bath.

Witness signature [redacted]

Full name Michael Lee

Address Bath hampton Bath.

Witness signature

Full name

Address

IMPORTANT ADVICE TO LANDLORDS:

1. The details of "the LANDLORD" near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
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3. Before signing this tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for Tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

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2. If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
3. If the total annual rent exceeds £25,000 per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
4. Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.tds.gb.com.
5. If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)