

27th May 2026

Our Ref: SWLC.LPC6189

Development Services – North
Wiltshire Council
Monkton Park
Chippenham
Wiltshire
SN15 1ER

Dear Sir/Madam

Town and Country Planning Act 1990
Journey's End, Moor Lane, Charlton, Wiltshire, SN16 9DR

Please find enclosed a duly completed application for a Certificate of lawfulness (as existing), made pursuant to section 191 of the above Act, and intended to confirm that the on-going, and unrestricted occupation of the above property is lawful.

Journey's End (shown in the aerial photograph extract below) was approved by application 483/NW/66 in October 1966 and first in outline in April 1966. Condition No 2 imposed at that time reads as follows:

'The occupation of the dwelling shall be limited to persons employed, or last employed, locally in agricultural as defined in Section 221(1) of the Act or in forestry, and the dependants of each person.

Reason;

The applicant has stated that this dwelling is required specifically for the purposes of using this land for agricultural purposes and permission would not have been granted save for this fact.'



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As you will be aware section 191 of the Act allows a person to ascertain whether any established use of a building, in this case Journey's End, is lawful. The use in question is the on-going residential use of this property by a person that does not fall within the terms of condition No 2 reproduced earlier.

The basis of the case presented is that the breach of the condition is simply not enforceable by reason of the effluxion of time.

Section 171B (3) to the Act explains that in the case of a breach of planning control, no enforcement action may be taken after the end of the period of ten years beginning with the date of the breach. If no enforcement action can be taken Section 191 confirms that that use is lawful now and thus going forward.

The evidence attached shows the relevant use of the from November 2012, when I'm advised it was no longer needed for a farm worker, and was subsequently rented out. This is the first recorded breach of the planning condition in question. The chronology of occupation thereafter is listed below;

November 2012-March 2016

- Mr Callum Crawford and Ms Roisin Malcolm

March 2016 -August 2020

- Mr Christopher Morris

September 2020 -current

- Mr Andrew Lindsey and Ms Lorraine Morrish

The signed letter exhibited at Item 1 was provided by Mr Crawford, (who is referred to above) and confirms his period of occupation, along with his then partner, Roisin Malcolm. Furthermore, he clarifies that neither of them was employed or last employed in agriculture. Mr Crawford has also kindly provided a copy of a payslip he was able to find (also enclosed at Item 1), corroborating the employment at Dysons.

Enclosed at Item 2 is a copy of the tenancy agreement first signed by Mr Crawford and Ms Malcolm. I am advised by Mr M Jones of Fielder and Jones who are noted as the agents at that time, that the tenancy was simply extended on a rolling basis after this initial contract was signed.

Item 3 is the new tenancy agreement signed by Mr Christopher Morris who moved in once the above tenancy was finished. It is dated from 12th March 2016. Unfortunately, it has not been possible to contact Mr Morris, but again I'm advised by Mr Jones that the tenancy was extended, as indicated above till August 2020. The ongoing occupancy is confirmed by the bank statements enclosed at Item 4. Obviously as this document contains private information, I'd be grateful if it could not be displayed publicly. However, you will see that it shows a regular payment from Mr Morris from 2016 till 13th July 2020. The statements thereafter available show regular payments by cheque for £650 which I understand was the rent received from the new tenants. By April 2021 it is apparent that the same sum is being paid by standing order in the name of 'Andrew Lindsay Journey's End'. To complete the documentation regarding Mr Morris I have also enclosed at item 3 a

recent email from Mr M Jones the letting agent who confirms the occupancy and also offer a personal recollection regarding Mr Morris' employment as an equine dentist, and thus not involving work in agriculture.

Item 5 enclosed includes two letters from Mr Andrew Lindsay and Ms Lorraine Morrish confirming their period of occupation from 1st September 2020, which is still on going. The separate correspondence confirms that neither is, or was last employed in agriculture. The signed tenancy agreement at item 6 refers to Ms Lorraine Morrish and Mr 'Lindsay Roger' (whose address at the time corroborates their stated employment (The New Inn). The signature at the end of the document corrects Mr Lindsay's name and is clearly printed as Andrew Lindsay.

The evidence enclosed has differing dates as it has taken time to track it down. I can confirm though that nothing has changed since the dated documentation was collated, upto the date of this application.

It is understood that the onus to prove the case rests with the applicant. The Council is not absolved of all responsibility however, as they are required to co-operate in the process to produce for the applicant "information they may hold about the planning status of the land by making records available" although it is acknowledged that they do not need to go to great lengths. There is, however, believed to be no contradictory information available in this instance, and indeed it is anticipated that your Council's own records (Council Tax for instance) will in fact provide additional corroboration.

The benchmark against which the Council's decision will be judged can be drawn from the following erstwhile Circular advice:

"In appeals to the Secretary of State which raise "legal issues" ... where the burden of proof is on the Appellant, the Courts have held that the relevant test of the evidence on such matters is "on the balance of probability". As this test will accordingly be applied by the Secretary of State in any appeal against their decision, a LPA should not refuse a certificate because the applicant has failed to discharge the stricter, criminal burden of proof, namely "beyond all reasonable doubt". Moreover, the Court has held (see *FW Gabbittas v SSE and Newham LBC* [1985] JPL 630) that the applicant's own evidence does not need to be corroborated by "independent" evidence in order to be accepted. If the LPA have no evidence of their own, or from others, to contradict or otherwise make the applicant's version of events less probable, there is no good reason to refuse the application, provided the applicant's evidence alone is sufficiently precise and unambiguous to justify the grant of the certificate "on the balance of probability". The LPA should proceed on the basis that neither the identity of the applicant (except to the extent that he or she may or may not be able personally to confirm the accuracy of any claim being made about the history of a parcel of land), nor the planning merits of the operation, use or activity are relevant to the consideration of the purely legal issues which are involved in determining an application".

The above paragraph is of considerable importance in that it has established certain requirements which the Council must follow when dealing with this application that

remain relevant, especially in circumstances where, as in this case, there is no evidence to contradict the information presented by the applicant. The following points therefore emerge:

- (i) The test is on the basis of a balance of probability. That test is satisfied if my client can produce evidence that the position is more likely than not to be as indicated.
- (ii) The applicant's evidence does not need to be corroborated although it is in this case. The applicant's evidence alone can be sufficient to permit the grant of the Certificate provided it is sufficiently precise and unambiguous.
- (iii) Where the Council has no contrary evidence of its own there is no good reason to refuse the application provided the applicant's evidence is sufficiently precise and unambiguous.

In this case the primary evidence has been provided to demonstrate the continued breach of the terms of the condition.

The evidence shows that for a period of in excess of 10 years the property in question, has been leased out as an open market property and without accord with the occupancy limitation. The circumstances outlined at the time of drafting this application have not changed.

The determination requires a simple question of law to be assessed and determined. The planning merits are irrelevant, as is the identity of the applicant, unless of course, as in this case, the applicant supports the case made from personal knowledge. It is hard to imagine that anyone would have better recent knowledge about the use of the site than my client who has provided the Trust's bank details showing the consistent rent payments.

In light of the above comments and the enclosed information I hope you will agree that you have sufficient information to grant my client's Certificate without delay. I would though of course be happy to discuss any matters arising to ensure your positive decision if necessary.

Yours faithfully



Simon Chambers
Director

Enc.

Cc: Mr & Mrs Baker