

**MINUTES OF A MEETING OF THE
REGULATORY SERVICES COMMITTEE
Havering Town Hall, Main Road, Romford
25 October 2012 (7.30 - 9.50 pm)**

Present:

COUNCILLORS: 11

Conservative Group Barry Oddy (in the Chair) Barry Tebbutt (Vice-Chair),
Sandra Binion, Jeffrey Brace, Garry Pain,
Wendy Brice-Thompson and Frederick Thompson

Residents' Group Linda Hawthorn and Ron Ower

Labour Group Paul McGeary

Independent Residents Group +David Durant

Apologies were received for the absence of Councillors Robby Misir, Fred Osborne and Mark Logan

Councillors Michael Armstrong, Eric Munday and Lynden Thorpe were also present for parts of the meeting.

35 members of the public and a representative of the Press were present.

Unless otherwise indicated all decisions were agreed with no vote against.

Through the Chairman, announcements were made regarding emergency evacuation arrangements and the decision making process followed by the Committee.

91 P0272.12 - LAND ADJACENT TO HARE LODGE 487 UPPER BRENTWOOD ROAD, GIDEA PARK, ROMFORD

The report before members detailed an application for planning permission for the construction of a 2-storey, three bedroom detached dwellinghouse on the southern part of the garden of Hare Lodge.

The dwelling would be two storeys measuring approximately 8.3m in width and 10.2m in depth at its deepest point. It would have a flat roof which measured 6.75m in height. The dwelling would be centrally located on the site and will be set 4.65m off the closest boundary.

On ground floor level would be a cloak room, kitchen, dining room, living room and a conservatory. On the first floor would be 3 bedrooms, a bathroom and an en-suite bathroom.

A new vehicular / pedestrian access would be taken off the existing access drive to Hare Lodge. Two parking spaces would be provided on the south side of the proposed dwelling.

The dwelling would have an east-west orientation with garden spaces towards the rear (west), measuring approximately 112m².

Members were advised that condition seven in the report asked that the first floor windows located in the southern elevation were to be non opening and glazed with obscure glass.

Members noted that 6 letters of representation had been received but there had also been a further 239 representations received via the Gidea Park & District Civic Society.

It was noted that the application had been called in by Councillor Lynden Thorpe on the grounds of the potential impact to neighbouring properties, over-development of the site and garden grabbing.

In accordance with the public speaking arrangements, the Committee was addressed by an objector with a response provided by the applicant.

With its agreement, Councillors Lynden Thorpe and Eric Munday addressed the Committee.

Councillor Thorpe commented that the proposed building was out of character with neighbouring properties and was overbearing which would lead to a loss of amenity space for Hare Lodge. Councillor Thorpe confirmed that there had been over 200 objections raised against the proposal. Councillor Thorpe also mentioned the Fire brigade's concern over access arrangements should one of their appliances need to get to the building in an emergency.

Councillor Munday commented that the proposed flat roof was not in keeping with other properties in the area with the exception of Brent Court which had been built in the 1960s. Councillor Munday also commented that the proposed dwelling would lead to a loss of privacy to residents living in Cranbrook Drive.

During the discussion, members sought clarification of the exact siting of the proposed dwelling and discussed the impact that the dwelling would have on amenity space particularly relating to 487 Upper Brentwood Road. There was debate between members on the subject of flat roofed developments that were not preferable on new applications. Mention was also made of the fact that permitted developments rights had already been removed from the application.

The report recommended that planning permission be granted, however following a motion to refuse, it was **RESOLVED** that planning permission be refused on the grounds of material harm caused by:

The poor siting and design of the development which provided a cramped environment, that was out of character with the prevailing character of the local area and streetscene, The failure of the development to preserve or enhance the Gidea Park Special Character Area contrary to policies CP18, DC61, DC69 and guidance within the Residential Design Supplementary Planning Document.

The cramped layout and rear amenity space resulting in poor living conditions for future occupiers of the host property.

92 **P1052.12 - 32 PETTITS CLOSE ROMFORD**

The Committee considered the application for the demolition of a garage and the construction of a two storey side and rear extension.

It was noted that 3 letters of representation had been received.

It was also noted that the application had been called in by Councillor Michael Armstrong on the grounds that the proposal was overbearing on the premises at the back of the property.

In accordance with the public speaking arrangements, the Committee was addressed by an objector without a response from the applicant.

With its agreement, Councillor Michael Armstrong addressed the Committee. Councillor Armstrong commented that the proposal was overbearing and overlooked neighbouring properties.

During the discussion members debated the possibility of removing permitted development rights to stop possible future installation of a dormer window.

Following a site visit by a member of the Committee, members noted that the proposal gave little consideration to overlooking to the property at 177 Parkside Avenue.

Members also debated the potential damage to the existing laurel hedge and mature tree in the garden of 179 Parkside Avenue and whether adequate controls could be put into place to protect them.

Following a motion to defer the granting of planning permission it was **RESOLVED** that planning permission be deferred to allow officers to provide the Committee with the following:

- Report to cover the issue of whether the existing laurel hedge and mature tree in garden of 179 Parkside Avenue would be adversely affected by the proposal and whether any adequate controls can be applied in order to prevent damage to these.
- Report to cover the issue of the mature tree in 179 Parkside Avenue ; its continued growth and potential for causing damage to the new extensions
- Report to cover impact of the new extension, including its affect on outlook and overlooking, in respect of 177 Parkside Avenue.
- Information on height of fence between Nos. 30 and 32 Pettits Close
- Photographs of application site from 177 Parkside Avenue to be available for consideration when the item was brought back to the Committee.
- Presentation when the item was brought back to the Committee to be more specific as to position of extension when viewed from 179 Parkside Avenue

The vote for the resolution was passed by 10 votes to 0 with 1 abstention. Councillor Durrant abstained from voting.

93 **P0952.12 - LAND ADJACENT TO NO 4 COOKS CLOSE, ROMFORD**

The application related to a Council owned garage court. The application proposed the demolition of 18 garages and the erection of one 3 bed house and two 2 bed houses with associated parking and garden area.

Members noted that there were 2 late letters of representation.

In accordance with the public speaking arrangements, the Committee was addressed by an objector, without a response by the applicant.

During a brief discussion members debated the possible inclusion of a condition to restrict the hours of construction.

Members noted that a Mayoral CIL contribution of £1,657.00 was liable for the proposed development and **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the applicant entering into a Section 106 Legal Agreement under the Town and Country Planning Act 1990 (as amended), to secure the following:

- A financial contribution of £18,000 to be used towards infrastructure costs.
- All contribution sums should include interest to the due date of expenditure and all contribution sums to be subject to indexation from the date of completion of the Section 106 Legal Agreement to the date of receipt by the Council.

- To pay the Council's reasonable legal costs in association with the preparation of a Legal Agreement prior to completion of the Agreement irrespective of whether the Agreement was completed.
- Payment of the appropriate planning obligation/s monitoring fee prior to the completion of the Agreement. .

That staff be authorised to enter into a Legal Agreement to secure the above and upon completion of that agreement, grant planning permission subject to the conditions as set out in the report and to include the following:

- additional condition requiring front first floor windows to be obscurely glazed and fixed shut except for top fanlight
- authority be delegated to Head of Development and Building Control to change condition 8 (hours of construction) to limit those hours to 0800 to 1800 Monday to Friday and not at any time on Saturday and Sunday if sufficient evidence was advanced of there being a need for such additional restrictions to aid the son of the occupier of 4 Cooks Close (such as a letter from a doctor/consultant). If such cannot be provided, to report back to committee. Justification based on particular personal circumstances in this case.

94 **P0680.12 - 44 HERBERT ROAD, HORNCHURCH**

The report before members detailed an application for the demolition of the existing buildings including the existing dwelling and construction of four 2-storey houses with a new access road, car parking and amenity space.

The proposed layout included a spine road to the west of the application site. The proposed dwellings would be laid out with one fronting onto Herbert Road and the other three, to the rear, facing west towards the spine road.

Each house would be provided with an attached garage. It was explained that those properties to the rear would be provided with a double garage whereas that to the Herbert Road frontage would have a triple garage.

The proposal would result in the removal of a number trees with 36 replacement trees, mainly to the western side of the proposed cul-de-sac road and to the boundary with The Lombards. In addition, hedging would be located to the front and rear boundaries of the proposed properties. A Tree Report and Ecological Survey accompanied the application.

By way of update, staff explained that the contamination condition, included in the list of conditions in the report, would be removed in the event that planning permission was granted..

It was reported that the scheme followed a previous application submitted on the site, refused by the Planning Authority and dismissed on appeal by the Planning Inspectorate. Staff explained that the main differences between the current scheme and that dismissed at appeal were:

- A reduction in number of proposed dwellings from 6 to 4;
- Re-orientation of houses to front either Herbert Road or the west;
- A reduction in the ridge height of the properties to the rear;
- An increase in depth for individual properties from 14.45m to 15.3m and increase in width from 13.6m to 14.4m

It was noted that multiple letters of representation, representing twelve properties, had been received.

The application had been called in by Councillor Steven Kelly on the grounds of overdevelopment in a back garden.

In accordance with the public speaking arrangements, the Committee was addressed by an objector with a response provided by the applicant.

With its agreement Councillor Steven Kelly addressed the Committee. Councillor Kelly stated that the application was an improvement on the previously refused scheme, mainly due to the reduction in houses proposed. He added however that each house would be slightly larger than submitted in the previously refused scheme. Councillor Kelly advised that he called in the application as he wanted the application to be debated by the Committee rather than through delegated authority to the Head of Development & Building Control.

During the discussion, members sought clarification of which trees on the site were to be removed and discussed the impact of a rear garden development on the street scene. There was debate among Members concerning the size of the proposed dwellings in relation to their individual plot sizes and the impact of the development on the Emerson Park Special Policy Area. In response to enquiry, it was explained that there were no specific guidelines on the minimum size required for amenity space of such dwellings, rather the judgment for staff was to assess the quality of the amenity space provided.

The report recommended that planning permission be granted; however, following a motion to refuse, it was **RESOLVED** that planning permission be refused on the grounds that the plot sizes for the individual properties were too small and that therefore the proposed properties would also appear out of character with neighbouring properties.

The motion to refuse was passed by 6 votes to 5. Councillors Brace, Brice-Thompson, Pain, Hawthorn, Ower and Durant voted for the motion to refuse planning permission. The vote for the resolution to refuse planning permission was passed by 7 votes to 4. Councillors Brace, Brice-Thompson,

Pain, Thompson, Hawthorn, Ower and Durant voted for the resolution to refuse planning permission.

95 **P0961.12 - 89-99 NEW ROAD, RAINHAM**

The Committee considered the report, noting that a Mayoral CIL contribution of £36,280 was liable for the proposed development and without debate **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the applicant entering into a Legal Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended), to secure the following:

- The provision of a minimum of 12 of the units within the development as affordable housing in accordance with Policies CP2 and DC6 of the LDF Core Strategy and Development Control Policies Development Plan Document.
- A financial contribution of £138,000 to be used towards infrastructure costs in accordance with the draft Planning Obligations Supplementary Planning Document.
- All contribution sums should include interest to the due date of expenditure and all contribution sums to be subject to indexation from the date of completion of the Section 106 agreement to the date of receipt by the Council.
- The Developer/Owner to pay the Council's reasonable legal costs associated with the preparation of a Legal Agreement prior to the completion of the Agreement irrespective of whether the Agreement is completed.
- Payment of the appropriate planning obligations monitoring fee prior to the completion of the Agreement.

That Staff be authorised to enter into a legal agreement to secure the above and upon completion of that agreement, grant planning permission subject to the conditions as set out in the report.

96 **P1740.11 - HILL FARM, CHURCH ROAD, ROMFORD**

The Committee noted the report and without debate **RESOLVED** that planning permission be granted subject to the conditions as set out in the report.

97 **P0843.12 - MAYLANDS MEDICAL CENTRE UPPER RAINHAM ROAD, HORNCHURCH**

The Committee considered the report and without debate **RESOLVED** that planning permission be granted subject to the conditions as set out in the report.

98 **P0778.12 - LAND R/O 411-419 SOUTH END ROAD & 1-17 CORONATION DRIVE, SOUTH HORNCHURCH**

The Committee noted the report, noting that a Mayoral CIL contribution would be calculated at reserved matters stage and **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the applicant entering into a Section 106 Legal Agreement under the Town and Country Planning Act 1990 (as amended), to secure the following:

- A financial contribution of £30,000 to be used towards infrastructure costs.
- All contribution sums should include interest to the due date of expenditure and all contribution sums to be subject to indexation from the date of completion of the Section 106 Legal Agreement to the date of receipt by the Council.
- To pay the Council's reasonable legal costs in association with the preparation of a Legal Agreement prior to completion of the Agreement irrespective of whether the Agreement is completed.
- Payment of the appropriate planning obligation/s monitoring fee prior to the completion of the Agreement. .

That staff be authorised to enter into a Legal Agreement to secure the above and upon completion of that Agreement, grant planning permission subject to the conditions as set out in the report.

99 **P0959.12 - MARDYKE ESTATE - PHASE 3**

The Committee noted the report and without debate **RESOLVED** that both the following be agreed:

- A. That the S106 agreement dated 3rd November 2009 be varied to remove the requirement contained at para 4 (m) that Police Office be provided to shell finish within the Community Hub prior to its first occupation.

- That the owner/developer pay the legal costs associated with the preparation of the Section 106 Deed of Variation irrespective of whether that Deed is completed.
- That all other clauses heading and recitals of the S106 agreement dated 3rd November 2009 remain unchanged save for any consequential changes pursuant to the removal of the requirement contained at para 4 (m) that Police Office be provided to shell finish within the Community Hub prior to its first occupation

B. That the reserved matters permission be granted subject to the following conditions: Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) Article 3, Schedule 2, Part 1, Classes A - G, no extension, addition or alteration to the roof, porch, additional structures or enclosures, provision of a hard standing or installation of a chimney, flue or other extract shall take place unless permission under the provisions of the Town and Country Planning Act 1990 has first been sought and obtained in writing from the Local Planning Authority.

100 **P0981.12 - GAYNES PARK, UPMINSTER**

The Committee noted the report and without debate **RESOLVED** that planning permission be granted subject to conditions as set out in the report.

101 **P0953.12 - LAND ADJACENT TO NO 6 QUARLES CLOSE, ROMFORD**

The Committee noted the report, and also noted that 6 additional letters of representation representing 5 households had been received and that the development was liable for a Mayoral CIL of £1,976, and **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the applicant entering into a Section 106 Legal Agreement under the Town and Country Planning Act 1990 (as amended), to secure the following:

- A financial contribution of £12,000 to be used towards infrastructure costs.
- All contribution sums should include interest to the due date of expenditure and all contribution sums to be subject to indexation from the date of completion of the Section 106 Legal Agreement to the date of receipt by the Council.
- To pay the Council's reasonable legal costs in association with the preparation of a Legal Agreement prior to completion of the Agreement irrespective of whether the Agreement is completed.

- Payment of the appropriate planning obligation/s monitoring fee prior to the completion of the Agreement.

That staff be authorised to enter into a Legal Agreement to secure the above and upon completion of that Agreement, grant planning permission subject to the conditions as set out in the report.

102 **P0993.12 - FORMER PREMIER MOTORS SITE, JUTSUMS LANE, ROMFORD**

The Committee noted the report and without debate **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the completion of a deed to vary the Section 106 agreement completed on 13th June 2012, which broadly required, amongst other things:

- Agreement to set aside the Lawful Development Certificate (reference E0006.95) from the date of commencement of Planning Permission Reference P1578.11 or Planning Permission Reference P0962.11, whichever is commenced first; and
- That the use of 143 Crow Lane for the storing, sorting, handling, trading and processing of scrap metals or material and otherwise pursuant to the Lawful Development Certificate shall immediately cease on either the commencement of the Planning Permission Reference P1578.11 (143 Crow Lane) or Planning Permission Reference P0962.11 whichever is commenced first.

The proposed Deed of Variation would require the following:

- That the definition of “The Second Planning Permission” and “the Second Development” be varied by including reference in both to Planning Reference P0993.12 as an alternative to Planning Reference P0962.11 whichever is implemented;
- All consequential changes to recitals and clauses of the Section 106 Agreement dated 13th June 2012 pursuant to the first bullet point above otherwise the Section 106 dated 13th June 2012 to remain unchanged.
- The owner or developer to pay the Council’s legal fees in respect of the preparation of the Deed of Variation irrespective of whether the Deed is completed.

That Staff be authorised to enter into a legal agreement to secure the above and upon completion of that agreement, grant planning permission subject to the conditions as set out in the report.

103 **P1009.12 - 111 ALBANY ROAD, HORNCHURCH**

The Committee noted the report and without debate **RESOLVED** that the proposal was unacceptable as it stood but would be acceptable subject to the applicant entering into a Legal Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended), to secure the following:

- A financial contribution of £6,000 to be used towards infrastructure costs in accordance with the Draft Planning Obligations Supplementary Planning Document.
- All contribution sums should include interest to the due date of expenditure and all contribution sums to be subject to indexation from the date of completion of the Legal Agreement to the date of receipt by the Council.
- The Developer/Owner to pay the Council's reasonable legal costs associated with the Agreement, prior to completion of the Agreement, irrespective of whether the Agreement is completed.
- The Developer/Owner to pay the appropriate planning obligation/s monitoring fee prior to completion of the Agreement.

That Staff be authorised to enter into such a Legal Agreement to secure the above and that upon completion of that agreement, grant planning permission subject to the conditions as set out in the report and to include an additional condition that specified that frontage parking area be reserved for ground floor flat, with the rear area reserved for the first floor flat.

Chairman