

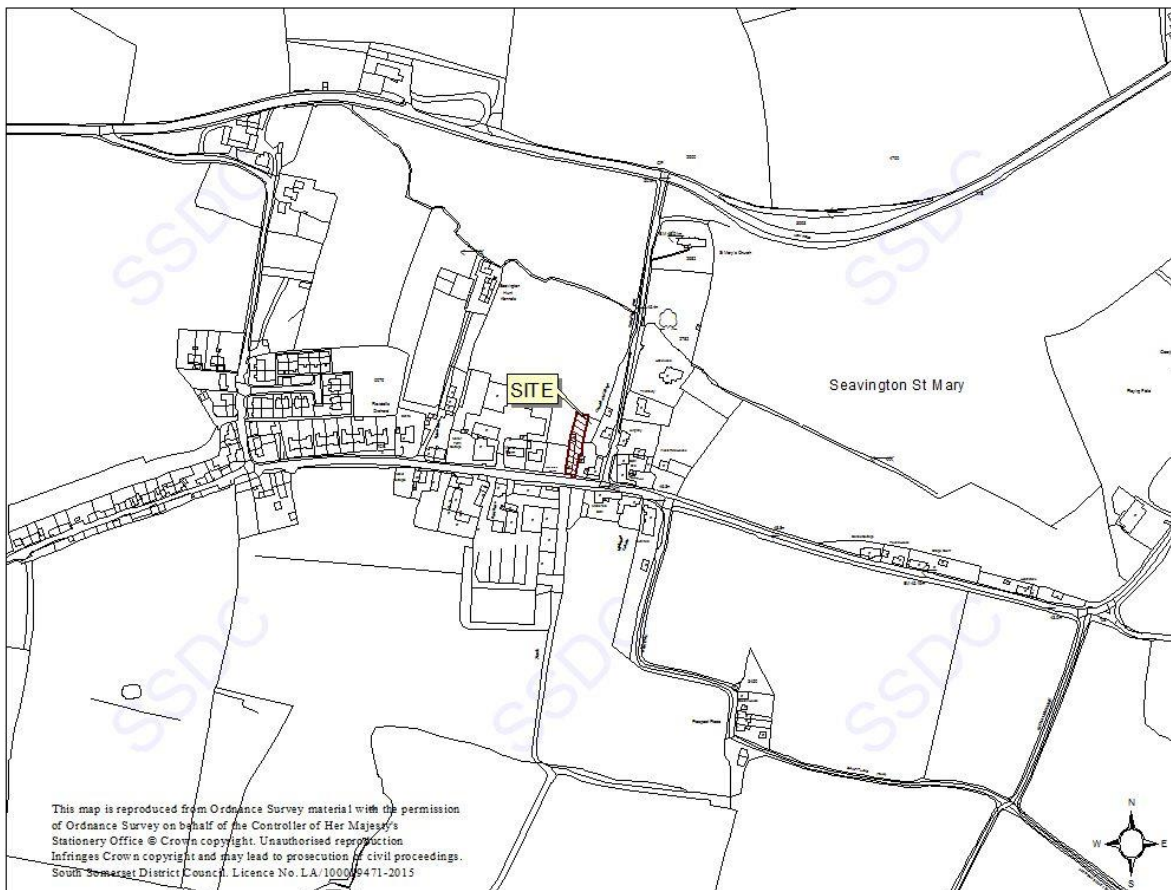
Officer Report On Planning Application: 17/03728/DPO

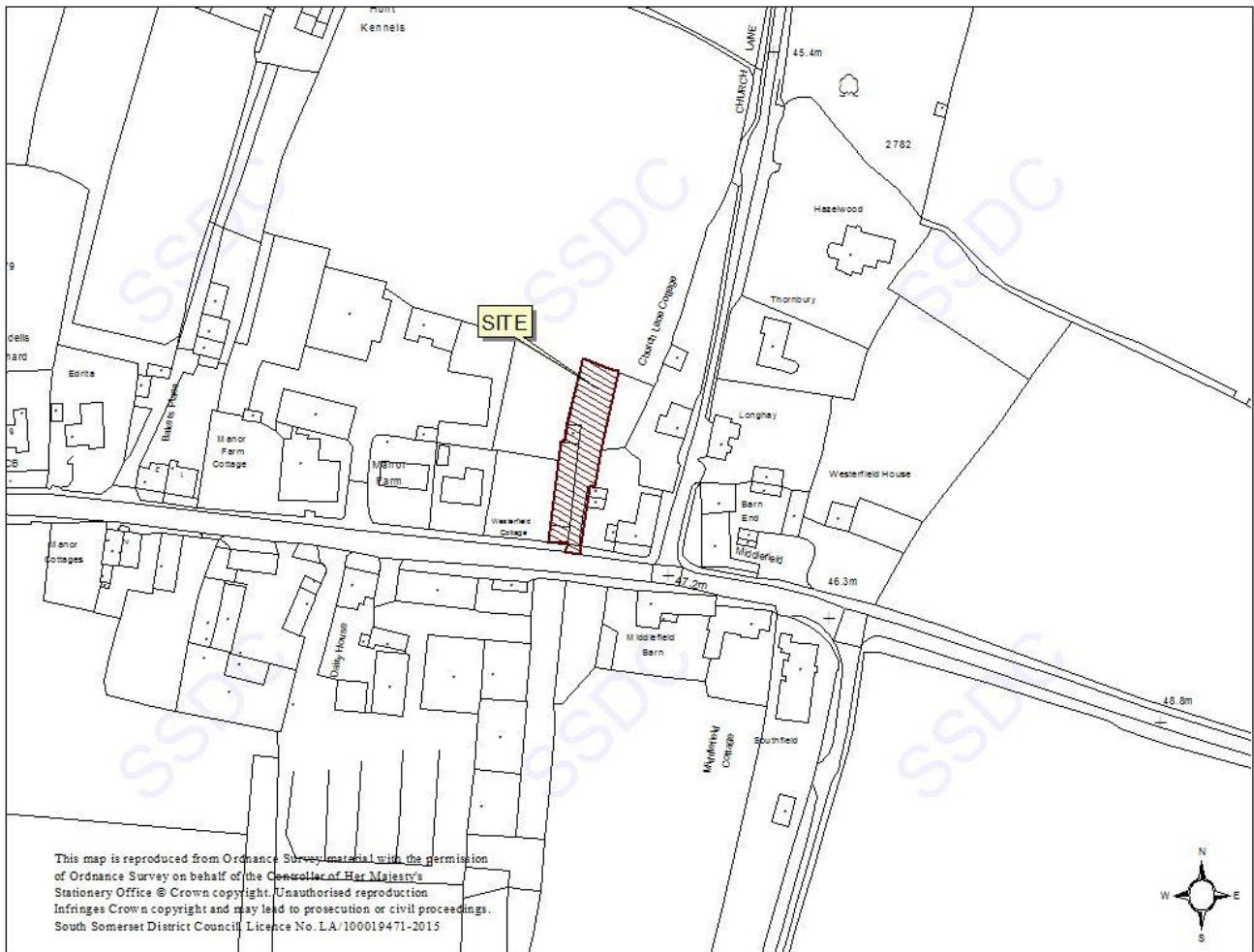
Proposal :	Application to discharge a Section 52 agreement dated 3rd November 1978 between Yeovil District Council and Chetwyn James Hewlett-Parker, Margaret Hewlett-Parker, Christopher Black and Frances Ruby Blake to dispose of land owned separately from remainder.
Site Address:	Westerfield House, Church Lane, Seavington St Mary.
Parish:	Seavington St Mary
SOUTH PETHERTON Ward (SSDC Members)	Cllr Adam Dance Cllr Crispin Raikes
Recommending Case Officer:	Mike Hicks Tel: 01935 462015 Email: mike.hicks@southsomerset.gov.uk.
Target date :	27th October 2017
Applicant :	Ms Annie Robb
Agent: (no agent if blank)	John Wratten Associates, Waggon Shed, Flax Drayton Farm, South Petherton TA13 5LR
Application Type :	Non PS1 and PS2 return applications

REASON FOR REFERRAL TO COMMITTEE:

To enable discussion of the issues raised in the report by the Planning Committee.

SITE DESCRIPTION AND PROPOSAL





The site consists of a residential dwelling and adjacent detached annexe located within Seavington St Mary. The site is located on the northern side of a Class C classified highway. There is a vehicular access from the highway in between the annexe and dwelling.

The accommodation within the annexe consists of a kitchen, bathroom and two bedrooms. There is a separate segregated portion of the building comprising a garage and three further storage rooms. All the windows within the annexe face towards Westerfield House. Currently an area of hardstanding adjacent to the annexe is used as parking and turning for the whole residential planning unit. It is understood that the annexe has been let out in the past to tenants.

The application proposes the discharge of the S. 52 planning obligation that was attached to permission ref. 780967. The agreement ties the annexe to the house by ensuring that it is not sold separately. There was a concurrent application under reference 17/03200/FUL for planning permission to change the use of the annexe into a separate dwelling, however this application was withdrawn upon the acceptance by the Council that the proposal does not involve a change of use.

HISTORY

780967- Additional conversion and alterations to annexe to dwellinghouse - permitted with conditions and S52 non fragmentation agreement.

751827- Determination under S. 53 of the Town and Country Planning Act 1971- Alterations to part of

outbuilding within curtilage of Allanby House- Conditionally approved.

POLICY

Section 38(6) of the Planning and Compulsory Purchase Act 2004 repeats the duty imposed under S54A of the Town and Country Planning Act 1990 and requires that decision must be made in accordance with relevant Development Plan Documents unless material considerations indicate otherwise,

Relevant Development Plan Documents

South Somerset Local Plan (2006-2028)

Policy SD1 - Sustainable Development

Policy SS1 - Settlement Strategy

Policy SS5 - Delivering New housing Growth

Policy TA5 - Transport impact of new development

Policy TA6 - Parking standards

Policy EQ2 - General Development

National Planning Policy Framework

Core Planning Principles

Chapter 6: Delivering a wide choice of high quality homes

ENVIRONMENTAL IMPACT ASSESSMENT

None required

CONSULTATIONS

Parish Council:

No concerns assuming that for the majority of the time vehicles will be parked within the curtilage of the properties.

REPRESENTATIONS

Following consultation, one letter has been received from an adjacent occupier requesting clarification on how the future occupiers of Westerfield House will gain vehicular and pedestrian access.

Principle

The original planning consent gave permission for the building to be converted to self-contained accommodation subject to a non-fragmentation legal agreement. This meant that the accommodation cannot be sold separately from Westerfield House.

Determination of an application to discharge a planning obligation needs to take account of the 'useful purpose' test - i.e. whether the agreement continues to serve any planning purpose. Should the entire agreement no longer serve any useful or necessary purpose in planning terms, it should be discharged.

It is noted that 'the Seavingtons' have sufficient services and facilities for new housing provision, however in this instance, given that it is accepted that the accommodation can be separately occupied without planning permission, these are not relevant considerations to the lifting of the non-fragmentation agreement. Additionally, on the same basis, the highway implications are not relevant considerations for the purposes of determining whether the legal agreement still serves a useful planning purpose.

In principal consideration relates to residential amenity. The close functional relationship between the annexe building and main house are typical of an annexe/main dwelling situation in that there is a high level of intervisibility and overlooking that would not be expected between completely independently owned properties. In terms of specifics, there are several windows in the first floor of the annexe facing towards Westerfield House and its garden. The impact of overlooking from these windows is exacerbated due to the orientation and layout of Westerfield House. Its principal outlook is across its garden towards the annexe, including areas of the garden that would be expected to be afforded a high degree of privacy.

The separation of ownership whilst these overlooking and privacy issues exist would harm the amenities of the occupiers of Westerfield House and would mean that these occupiers have no control over the separate planning unit. If the non-fragmentation agreement remains, whilst overlooking may also exist in the event of the annexe being rented, the situation would nevertheless under the control of the owners of Westerfield House. Accordingly this would allow a choice for the owners in terms of the nature of the occupation which would be of benefit to the amenities of these occupiers.

As such it is considered that the non-fragmentation agreement still serves a useful purpose in accordance with Policy EQ2 of the South Somerset Local Plan (2006-2028).

RECOMMENDATION

Refuse

SUBJECT TO THE FOLLOWING:

01. The discharge of the non-fragmentation Section 52 legal agreement would allow the separation of the main dwelling and annexe into separate ownership. This would allow the annexe to function as an entirely separate planning unit outside the control of the occupiers of Westerfield House. The orientation and siting of the dwellings results in an unacceptably high level of overlooking between the dwellings and if in separate ownership would have a greater potential for harm to the occupiers of Westerfield House. It is therefore considered that the S.52 agreement still serves a useful planning purpose and the proposal is therefore contrary to policy EQ2 of the South Somerset Local Plan (2006-2028).

Informatives:

01. In accordance with paragraphs 186 and 187 of the NPPF the council, as local planning authority, takes a positive and proactive approach to development proposals focused on solutions. The council works with applicants/agents in a positive and proactive manner by;

offering a pre-application advice service, and as appropriate updating applications/agents of any issues that may arise in the processing of their application and where possible suggesting solutions.

In this case, the Local Planning Authority was not approached for pre-application advice.