

# PLANNING COMMITTEE

1<sup>ST</sup> FEBRUARY 2017

## REPORT OF THE HEAD OF STRATEGIC PLANNING AND REGULATORY SERVICES

17/00507/COU: THE JOHN DORY, 2 RUTLAND SQUARE, BARKESTONE-LE VALE

### 1. Introduction

- 1.1 This purpose of this report is to provide and update to the Committee of the above planning application.

### 2. Background

- 2.1 Members will recall that the application was deferred at the meeting of 11<sup>th</sup> January 2018 in order to allow time for the applicant and the Barkestone Hub Group to reach an agreement on an offer for the sale of the property.
- 2.2 The Committee had been verbally updated on progress that had been made on the application since the report was published. This included an email submitted from the BHG, who had stated that *"We have agreed the purchase price with the owner (£160,000, his valuation) and we have agreed at his insistence to pay a £10,000 up front deposit as soon as head of terms are agreed, and to meet fixed timescales for completion. Unfortunately the owner is still insisting upon a fixed payment of £100,000, if the property should ever be the subject of planning permission for change of use."*
- 2.3 Prior to the meeting, the applicant had also emailed the case officer and stated *"Unfortunately We have failed to come to an agreement on the sale or lease of the building to the community group and would therefor like to confirm our attendance and have our application be heard on Thursday 11th. Back in March 2017. We decided to withdraw our planning application for change of use, under the impression the community group were interested in taking on the building under a community incentive. We have been in negotiations with the BHG on both the sale and lease since March 2017 - Eventually, we had formally agreed terms to sell to the group. However, in order to formally accept and instruct legal representatives to conveyance the sale we requested proof of the funding. Proof of funding that the BHG have advised you is readily available, to purchase the property, within the documentation submitted to the planning department as part of their formal objections. However, the incongruous proof of funding provided is not fit to suggest funds are available to the group. Due to the lack of proof of funding*

*negotiations have now stalled regarding the Sale of the building. The BHG have however argued that although suitable proof can't be provided, the funds are in fact readily available. In order to provide some confidence that this was candid we requested a non –refundable deposit be paid. If this was paid we would not require official proof of funds and then would be happy to again see it appropriate to withdraw our planning application for change of use, and instruct our conveyancer.*

*We also agreed to extend the period of time for the BHG to complete the purchase. This would have been acceptable to us and would have demonstrated a genuine commitment from the group. It would also act to minimise the risk of any abortive negotiations and also help cover the ongoing holding costs that we continue to incur whilst the property remains in our ownership. E.g. Utilities, Business Rates, Insurances. Whilst the funds claimed to be available are well in excess of the deposit we requested we were only offered the deposit on a refundable basis should we choose to pull out of the sale. We then advised that we would not consider pulling out of the sale and a deposit would formally be offered to legally secure the option to purchase the building. Our negotiations have been long winded and have failed at the final stages, when offers have been agreed but on both the sale and the lease. They have both stalled when a genuine financial commitment has not been made by the Group. We therefore conclude that every possible effort has been made on our behalf to sell/ lease the property to the BHG. We have consistently formulated and proposed models in their interest that would secure and offer exclusivity in terms of selling to the group that would extend the time period for the group to complete on the purchase.”*

- 2.4 The property has been on the market since March 2017. During this time there has been little interest in the property, except from the BHG (from information submitted by the applicant). During this time there have been discussions carried out between the applicant and the community group to arrange a sale/ lease of the property. The applicant has proposed various options for the sale/ lease of the group, including a long term lease at reduced rates, with an option to break at the end of a two year period. The applicant has also proposed that the BHG could put down a deposit and lease the property for a period of one year. Should the BHG then wish to purchase the property they could do so, with the money already spent taken off the offer price. This would be subject to an overage agreement.

### **3. Further Update**

- 3.1 Following the January committee meeting, there has been no progress made on the sale or lease of the property.

- 3.2 It had been reported to the Planning Committee that there was an outstanding nomination for the property to be listed as an Asset of Community Value (ACV). The property was listed as an ACV on 22<sup>nd</sup> January 2018. Whilst this listing would be a material consideration in the determination of the application, it is for the Committee to determine as to the weight to be attributed to this consideration. An ACV is not part of planning legislation and other factors, such as the viability of the building for use as a pub should be considered alongside.

#### **4. Recommendation**

- 4.1 Although the property has been listed as an Asset of Community Value, this would only be one material consideration amongst many. The listing demonstrates that the pub is valued by the community and creates the opportunity to seek to purchase it when it is sold. However this is not considered to substantially effect the position in respect of this property as the value has been clearly stated, and the relevant community group has already expressed its interest in making a purchase. The property has been closed since October 2016 and on the market since March 2017.

- 4.2 **As stated in the Committee report of 11 January 2018 (Appendix A to this report), should permission not be granted for the change of use of the property, it is considered that this vacant building could fall into further disrepair. Therefore it is considered that the recommendation as previously proposed is carried forward and the proposed conditions are listed below.**

#### **5. Conditions**

1. The development shall be begun before the expiration of three years from the date of this permission.
2. The development hereby permitted shall be carried out in accordance with drawings numbered 15/035-P01, 15/035-P02 and 15/035-LOCN, received by the Local Planning Authority on 22 April 2017.
3. All external materials used in the development hereby permitted shall be of the same type, texture and colour as those used in the existing building unless otherwise agreed in writing by the local planning authority. The development shall be carried out in strict accordance with the approved details.
4. Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development Order) 2015 as amended (or any Order revoking and re-enacting that Order) in respect of the replacement dwelling hereby permitted no development as specified in

Classes A, B, C, D, E or F shall be carried out unless planning permission has first been granted by the Local Planning Authority.

Reasons:

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by S51 of the Planning and Compulsory Purchase Act 2004.
2. For the avoidance of doubt.
3. To ensure a satisfactory standard of external appearance.
4. To enable the Local Planning Authority to retain control over future extensions in view of the form and density of the development proposed.

**Officer to contact: Mrs Joanna Lunn**

**Date: 22<sup>nd</sup> January 2018**