

**Witness Statement for Tracy Lavers
on behalf of Choices for Grahame Park (the
Developer)**

February 2023

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Appendix I Negotiations with Objector

1. Introduction

Personal Details

- 1.1 My name is Tracy Lavers. I am Notting Hill Genesis' Director of Regeneration for Grahame Park and Woodberry Down and have been in this role since October 2018. I am responsible on behalf of Notting Hill Genesis (NHG) for the delivery of the regeneration of Grahame Park via a wholly owned subsidiary called Choices for Grahame Park (CfGP). This includes managing the Principal Development Agreement between NHG and London Borough of Barnet (the Council), site assembly, planning, delivery and stakeholder and community engagement on Grahame Park.
- 1.2 I hold the following qualifications: BA Hons (Dunelm), awarded by Durham University in 1981; I am a Chartered Surveyor and have been a Member of the RICS since 1992; I was awarded a Diploma of Management Studies by Putteridge Bury School of Management (University of Bedfordshire), in 2003.
- 1.3 I have circa 40 years' experience of residential development and regeneration. Prior to joining NHG in 2016 I have worked in the charitable non-profit sector in the development of mixed tenure projects since 1983, and at Executive Development Director/Property Services Director level since 2005. Since 2005 I have been responsible for large scale programmes of mixed tenure development and regeneration delivered both directly and through strategic partnerships and joint ventures. For example, I was previously employed as Director of Development and Regeneration at Genesis Housing Association from 2008 to 2013, at which time Grahame Park was within the portfolio of projects delivered as part of an annual programme of approximately 1500 new homes (which included a number of large scale strategic developments such as the 700 home Stratford Halo scheme adjacent to the Olympic Park, which won a national award for Best Large-Scale Development in 2013). I was also responsible for the planning and re-development of Central Chelmsford Arts Quarter, a mixed use development including 650 new homes which redefined the town centre offer in Chelmsford.
- 1.4 I joined Notting Hill Housing Association as Interim Development Director in 2016 where I was responsible for the project management and delivery of 1450 homes per annum. At Notting Hill I was also responsible for the project management and delivery of the Aylesbury Estate regeneration in Southwark (from 2017 – 2018). At both Genesis and NHG, I have worked in partnership with LB Hackney and Berkeley Homes Ltd on the successful regeneration of the Woodberry Down Estate in Hackney since 2009.
- 1.5 Notting Hill Housing Association and Genesis Housing Association merged in April 2018 to form NHG. NHG now own or manage circa 67,700 homes and are one of the largest developing housing associations in London, with 7,700 new homes completed over the last five years and an average cash spend of approximately £500m per annum.
- 1.6 I confirm that the evidence presented in this proof is true to the best of my knowledge and belief and that the opinions reflect my professional views.

Role in relation to the Scheme

- 1.7 My role in regard to the regeneration of Grahame Park covers:

- Managing the Principal Development Agreement (PDA), specifically delivery of each phase of development consistently with NHG's obligations under the PDA , including drawing land down periodically from the Council to deliver future phases of the regeneration.
- Overall responsibility for coordinating site assembly, including overseeing the team responsible for leading negotiations with all residential leaseholders; I authorise the terms of negotiations. I also oversee NHG's work with the Council and Barnet Homes (which is the arms length management organisation (ALMO) which manages and maintains homes on behalf of the Council) on the land assembly and re-provision for secure tenants, commercial properties and community facilities. I am responsible for ensuring the residential decant policies are administered correctly in accordance with contractual requirements and for any changes or updates to policy to ensure a competitive and generous offer for all tenants and leaseholders that is benchmarked against other London regeneration schemes and accords with the principles of Better Homes for Local People (the Mayor's Good Practice Guide to Estate Regeneration published February 2018) and the 2016 Estate Regeneration National Strategy published by the forerunner department to DLUHC.
- I manage the team that leads the overall design, planning and delivery of the scheme.
- I hold overall responsibility for managing the NHG team leading on community engagement and stakeholder management.
- I report to the Project Board, a partnership between the Developer and the Council which includes senior representatives from NHG, LB Barnet and Barnet Homes. I also have responsibility of reporting to NHG's Executive Board and NHG's Development and Sales Committee on a regular basis on progress of the Scheme, including contractual and financial matters, with specific updates on programme, issues and risks.

2. Scope of Evidence

2.1 In my evidence I:

- Describe the experience, ability and the track record of the Developer.
- Explain the background to NHG's involvement in the regeneration of Grahame Park.
- Describe the long term commitment and progress on the delivery of the regeneration of Grahame Park.
- Summarise the delivery of the next phase, the framework of NHG's involvement, phasing and funding.
- Describe the support to residents and occupiers and the commitment to resident homeowners.
- Outline the Stopping Up Orders required for the Next Phase.
- Respond to the objector.

3. The Developer

- 3.1 NHG is proud to have been the development partner of the Council for the last 20 years in delivering the comprehensive regeneration of Grahame Park and we are committed to the successful delivery of this Next Phase, comprising Plots 10-12 of Stage B as described at para 3.35 below.
- 3.2 NHG's involvement in Grahame Park is via CfGP (the Developer), a special purpose delivery vehicle of NHG which is shown in NHG's Group Structure Chart (CDC 15)
- 3.3 In 2002 following a procurement process, the Council selected CfGP as its development partner to undertake the regeneration scheme. The Developer, at that time of the original Council tender for a development partner, was a collaboration between Notting Hill Housing Group and Genesis Housing Group. In July 2005, the Developer became a wholly owned subsidiary of Genesis Housing Association with Notting Hill Housing Association no longer playing a role in the Scheme. However, following the merger of Notting Hill and Genesis Housing Associations on 10 April 2018, the Developer became a special purpose delivery vehicle of NHG.
- 3.4 NHG's vision and purpose is to build and maintain quality affordable homes, creating diverse and thriving communities. The regeneration of Grahame Park supports this, with any future surpluses expected to be reinvested back into NHG's core purpose.

Track Record

- 3.5 Delivering new homes is one of NHG's strategic priorities in its medium-term Development and Regeneration Business Plan (2022-27), which sets out how NHG is going to deliver new homes of varying tenures together with commercial space and other uses to provide the services residents and visitors need.
- 3.6 NHG has an impressive track record as a developer. NHG has completed 7,700 new homes over the last five years and have an average annual cash spend of approximately £500m. Most recently in 2021/22 we delivered 1,341 new homes. During the life of the current Business Plan we aim to deliver 4,980 handovers and achieve 4,600 starts on site.
- 3.7 NHG's expertise goes far beyond traditional affordable housing provision, including residential development for sale, market rent (via its own company Folio), student accommodation and commercial premises.
- 3.8 NHG has a team of in-house experts covering development, finance, project management, design and technical issues, construction, sales and asset management and has access to a number of its own Frameworks from which to source high quality contractors and consultants to provide advice - including legal, design, planning, community engagement and site assembly, construction and facilities management.
- 3.9 NHG's Annual Report and Financial Statement for 2021/22 (published November 2022) confirms a G1/V2 (governance and viability) regulatory rating from the Regulator of Social Housing as well as a S&P rating

of A- (stable) and Fitch rating A (stable) (CDC 14.) This reaffirms the group's ability to be able to support delivery of the scheme and is already successfully doing so in this case.

- 3.10 NHG has a broad range of housing and regeneration experience and is very used to working collaboratively with partners from both the public and private sectors. NHG has been creating and participating in successful joint ventures with a diverse range of partners for over two decades.
- 3.11 In addition to its long-term involvement in Grahame Park, NHG has worked with councils across London and government agencies – being a Strategic Partner of the Greater London Authority (GLA). NHG is the lead developer in several other large development and regeneration projects – including;

Aylesbury (LB Southwark)

- 3.12 NHG entered into a Development Partnership Agreement with the London Borough of Southwark in April 2014 to deliver the regeneration of this deprived area with poor quality housing stock.
- 3.13 The first 229 homes, community centre and park which form part of the First Development Site (FDS) will be completed in spring 2023. These homes, together with the 352 homes in FDS B (completion September 2025) will now be owned and managed by LB Southwark following an agreement which enabled the council to increase their own housing stock.
- 3.14 NHG will own and manage the 261 homes (potentially increasing to 321) that will be delivered as part of FDS C that will complete in November 2026. This will also include a new park.
- 3.15 Plot 18 (Phase 2A) is near practical completion and this will deliver 122 new homes, 2 commercial units, a library for LBS, a community office space, health centre and early years provision.
- 3.16 NHG's final contribution to the redevelopment of the estate will be Phase 2B. A planning application has been recently been approved for 614 homes, of which 50% will be affordable. A new park and public space will also be provided giving access to high quality open spaces. Demolition is expected to start in February 2023, with completion by 2029.
- 3.17 NHG has made a significant contribution towards community investment in this area, with NHG's own dedicated team providing access to various training and employment opportunities.

Gallions Quarter – 2A + 2B, Royal Docks (LB Newham)

- 3.18 NHG and the GLA entered into a Development Agreement, together with an All Parties Agreement for all of Gallions Quarter in June 2012.
- 3.19 Gallions 2A Developments LLP was created on 24th February 2015 and the Members Agreement entered into on the 6 October 2016 – with shared split equally between Notting Hill Commercial Properties Ltd and Galliford Try Partnerships Ltd (now Vistry Partnerships). This scheme will deliver 241 new homes and 1,500m2 of non-residential space. Planning permission was granted in July 2019 and works started in 2019. Practical completion has recently been achieved.
- 3.20 Gallions 2B Development LLP was created on 20th November 2014 and the Members Agreement entered on 28th July 2016 – with shares split equally between Notting Hill Commercial Properties Ltd and Gallions

Limited, owned by Telford Homes. This scheme will deliver 267 new homes. Outline planning permission was granted in July 2016 with Reserved Matters Approval in December 2019. Works started in March 2021 and are to complete in April 2024 (with phased completions from September 2023).

- 3.21 In 2018 the development won the RIBA London and National Awards, RICS London Property of the Year Award and the Brick Award for Best Large Development.

Chobham Farm North (LB Newham):

- 3.22 Through a JV partnership with Telford Homes NHG successfully in November 2019 completed the delivery of 497 homes and flexible use commercial units, complemented by an extensive garden square, on the former coach park for the Olympics. This involved working extensively with the London Legacy Development Corporation (LLDC) to regenerate a redundant site formerly owned by London and Continental Railways. The scheme was self-funded with equity and through the pre-sale of PRS units to Folio, an NHG subsidiary.

Woodberry Down (LB Hackney):

- 3.23 NHG has been in partnership with Berkeley Homes and LB Hackney since 2009 to support the delivery of circa 5500 new homes. To date 2317 homes have been completed and NHG own and/or manage 887 affordable homes on the estate. There are currently 584 homes in construction (including 113 social rent and 126 shared ownership) and a planning application for the next phase of 469 homes (including 90 social rent and 117 shared ownership) is shortly to be submitted NHG are active in the wider regeneration, including stewardship of the estate and operate a comprehensive socio-economic programme. In 2018, Woodberry Down was named RICS Project of the Year, Best Large Development at the Evening Standard New Homes Awards and Community Placemaking Award Winner in the Planning Awards.

Oaklands Rise (LB Brent)

- 3.24 This successful JV between NHG and Queens Park Rangers has delivered 605 new homes, including 242 affordable and 3,378m² of commercial space. It has made a significant contribution towards the regeneration of the area, optimising use of the site to deliver much needed new housing. The JV was originally formed in September 2016 and planning permission secured in July 2017. Delivery of the scheme started in November 2017 and practical completion achieved in November 2021. The scheme won the Highly Commended - Best Medium Development First time Buyer's Award 2022, Planning and Placemaking Award and was a finalist in the Best use of Brownfield Land.

Project Light, Canada Water (LB Southwark):

- 3.25 NHG worked with Sellar Design and Development Ltd to deliver the first Phase of this four phase scheme, successfully delivering 234 market rent homes alongside 10,000 sqm of retail space. Overall plans are for 1,030 homes, including 162 Affordable Rent and 69 Shared Ownership units that will be delivered as part of later phases. Phase 1 completed in January 2019. Planning Permission for Phases 2-4 was achieved in March 2022.

Lampton Road (LB Hounslow):

- 3.26 A scheme in Hounslow that was formerly the site of the Hounslow Civic Centre, an oversized and inefficient 1970s building on the edge of the 40-acre Lampton Park. In 2014 the Council tendered for a Development Partner to design, build and deliver a more appropriate and energy efficient Civic Centre on an under-used car park on Bath Road in the town centre, in exchange for a freehold interest in the Lampton Road site for delivery of a major residential development. Key objectives included securing planning consent, design, construction and delivery of the new Civic Centre, demolition of the old Civic Centre and adjacent multi-storey car park, and the design, construction and delivery of at least 700 residential units in a range of typologies and with a target of 40% affordable housing. Lampton Road was shortlisted as a Project for the Housing Design Awards 2017.

Kidbrooke Station Square (LB Greenwich)

- 3.27 The Kidbrooke site was the first to be tendered by TfL via their Property Partnerships Framework, and was won by Triangle London Developments, NHG's joint venture with developer U+I. Due to its primarily residential nature the scheme is being taken forward by NHG via a joint venture with TfL. It will deliver 619 homes, with a minimum of 50% affordable housing, as well as retail premises and a new station square. Planning permission was granted by the GLA in October 2019, and start on site was achieved in January 2020. Kidbrooke won the First-Time Buyer Best Off-Plan Development award in 2022.
- 3.28 As demonstrated above, NHG has a broad range of development and regeneration experience and is used to working collaboratively with partners from both the public and private sectors across London to deliver quality homes and associated commercial and community facilities.

Grahame Park

- 3.29 Consultation on the regeneration proposals for the Grahame Park Estate has been ongoing with the local community since 2002. Following the development of regeneration proposals for Grahame Park, in July 2003, a ballot amongst residents of the Estate was undertaken to gauge the level of support for the redevelopment of the Estate, which was overwhelmingly supported. Further detail on the evolution of the scheme is set out in the evidence of Mr M Smith at Section 1, para 1.13 onwards.
- 3.30 NHG has been involved in the regeneration of Grahame Park since 2002 following being selected as the Council's development partner to undertake the regeneration scheme. The primary objectives of the regeneration of the Grahame Park Estate, as set out in the PDA between the Council and NHG are to;
- Transform Grahame Park to make it a place with a popular reputation where people choose to live.
 - Provide a genuinely mixed tenure neighbourhood across new and retained housing, combining affordable housing for rent and sale with homes for outright sale, and creating a balanced and sustainable community.
 - Change significantly for the better the conditions of the residents of Grahame Park giving opportunity for enhanced quality of life.

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- Provide a high-quality well-designed physical environment
 - Promote safety and security through design and management
 - Provide bright, spacious modern new homes that are energy-efficient, minimise noise transmission and have access to private external space wherever possible
 - Provide attractive, well-used public open spaces throughout the area
 - Promote provision of effective public services and amenities for residents by providing community facilities and retail premises
 - Integrating Grahame Park with wider Colindale by eliminating boundaries within the estate and with the surrounding area
 - Promote resident involvement in the regeneration process and in long-term community issues
 - Provide new affordable rented homes, affordable home-ownership homes, and increasing the supply of intermediate market housing
 - Provide a suitable housing opportunity for Council secure tenants and homeowners due to be displaced by the demolition to enable them to move directly to a new home within the area if they choose.

3.31 The scheme was to be delivered in two stages – Stage A and Stage B (the Scheme).

3.32 Stage A, which represented approximately a third of the land within the overall Scheme, was commenced in 2008 (following planning consent and a confirmed CPO) and was successfully completed in 2017. Stage A delivered 685 new homes (including 231 social rent), replacement children’s facility (The Greentops Centre), state of the art Barnet & Southgate College, replacement modern Library and Centre for Independent Living, new Barnet Council offices, retail (including a Sainsbury’s supermarket and pharmacy) and re-aligned Lanacre Avenue (now known as Bristol Avenue).

3.33 Whilst the Council and NHG were able to deliver the aims of the Grahame Park outline masterplan in Stage A, the outline masterplan for Stage B had become dated due to the passage of time and policy changes and was no longer viable. The course of events between then and the submission of the 2019 planning application are described by Mr. Smith at para 1.26 – 1.29.

3.34 The new masterplan for the redevelopment and regeneration of Plots 10-12 of Stage B (the Next Phase) which followed the Mayor’s refusal of the 2017 application was brought forward by NHG with a design team led by the award-winning Patel Taylor Architects. This revised planning application for Plots 10-12 of Stage B (CDB.2.04] sets out a vision to create an inspiring place for people to live, work and play, which will integrate positively with the surrounding area. It seeks to create a high-quality place that is inviting, enjoyable, convenient and accessible with increased access to well-integrated community facilities, green spaces, play spaces and improvements to Heybourne Park and addresses the concerns raised by the GLA in respect of the 2017 application.

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- 3.35 The application for Plots 10-12 of Stage B (Next Phase) was submitted in 2019 (reference 19/5493/OUT) and granted permission on 31 July 2020 (the "2020 Permission"). The permission is to deliver 2,088 residential dwellings; up to 5,950 sqm of flexible non-residential floorspace (including replacement community facilities) and significant public realm improvements (including improvement to Heybourne Park). This planning application was hybrid, with the first plot, Plot A being in detail and the remainder of the site in outline. This application was shortlisted for Planning Permission of the Year in the Planning Awards 2021.
- 3.36 In developing the plans for the Next Phase, and prior to submission of the hybrid planning application, extensive consultation with the local community was undertaken, the outcome of which was set out in the Statement of Community Involvement submitted with the 2019 application [CDB.2.04].
- 3.37 For planning purposes, Plots 10 – 12 were broken down into 13 sub Plots – A to Q (see Plan 8 in BOOK OF PLANS). As noted above, the 2020 Permission included detailed consent for the first plot in the Next Phase – Plot A. Plot A is a 100% affordable scheme and includes 60 social rent/London Affordable Rent homes and 149 shared ownership homes. The unit mix in Plot A was designed to enable existing social tenants and resident leaseholders within the remaining areas of Plots 10-12 to relocate in a single move and to reduce disruption (as supported by the Mayor's Better Homes for Local People – Good Practice Guide to Estate Regeneration published in February 2018). It also includes a c400m2 commercial unit which is proposed to be operated as a small supermarket and will provide much needed amenity in this area.
- 3.38 As a result of NHG and the Council's commitment to invest and negotiate ahead of planning consent, vacant possession of the blocks named Noel, Nimrod, Nicholson, Nighthawk and Nisbet was achieved via negotiation in 2019 and demolition commenced in 2020 [See Plan 6 in BOOK OF PLANS which shows the area demolished]. Demolition of this site enabled Plot A to be constructed. Following the subsequent transfer of the land to the developer under the PDA, a stopping up order in respect of the plot and discharge of various planning conditions, the construction of Plot A started in 2021 by the highly respected contractor, Wates Group Ltd, and is due to complete in early 2024.
- 3.39 To maintain momentum of the programme, NHG developed and submitted a Reserved Matters Application (RMA) for the next Plots to come forward in the programme at the south of the Next Phase - Plots K & H [See Plan 8 in BOOK OF PLANS]. These Plots include 364 new homes, a large community centre (which will enable the re-provision of the existing facility on the Concourse which, once completed, will enable the future demolition of the Concourse area), a housing office for Notting Hill Genesis (to ensure a local presence on the estate), shops, a café, high-quality landscaping and play features and substantial elements of surrounding infrastructure (including delivering the next section of the new spine road - Bristol Avenue). Following extensive consultation this RMA was submitted to the Council on 12th May 2022 (reference 22/2599/RMA) and was approved at Barnet's Strategic Planning Committee on the 15th December 2022.
- 3.40 Further to this, NHG also has internal Executive approval and has commenced progression of a further RMA application for Plots L, G, J. This will include circa 425 homes, a replacement Nursery and Childrens Centre and commercial spaces. The planning application is programmed to be submitted by the end of 2023.

3.41 The Developer also has NHG internal Executive Board approval for, and is progressing with, the procurement of a specialised contractor to undertake strategic infrastructure and demolition works in line with the programme below at para 4.7 that will enable the timely delivery of the Plots to the south of the Concourse area – Plots K, H, L, G, J – which will enable the delivery of the first section of the new spine road, ensure that time limited GLA Affordable Housing Grant (explained in further detail below) can be accessed and enable re-provision of the required community facilities which will also enable the future demolition of the Concourse area. It is also important to ensure that the demolition of existing homes takes place as soon as possible to prevent the need for further works following substantial investment by Barnet Homes in making the properties safe and fit for temporary use.

Social-Economic Programme

3.42 In addition to the delivery of the Scheme, NHG has a comprehensive and ongoing Social-Economic Programme on the estate which started in 2007 as part of the commitment to the Council. There are currently eight permanent members of staff employed by NHG to commission community programmes. In 2022, including staffing costs, NHG contributed at least £750,000 to deliver directly commissioned programmes to enable community benefits on Grahame Park in line with NHG's "Neighbourhood Change - Social Impact Framework" priorities for Grahame Park which were evaluated independently in 2019. There are four key priorities identified: economic inclusion, community safety, health and wellbeing and influencing public spaces.

3.43 NHG invests in over 30 local organisations and core funds the Colindale Communities Trust (CCT), the long term resident-led community vehicle. Year on year, both voluntary and contractual targets set in the PDA and s106 for Grahame Park have been met or overachieved. Specifically, this includes outputs and outcomes on training and employment for residents of Grahame Park. For example, NHG's Annual Standards report for 21/22 shows the following outcomes for Grahame Park.

| | |
|---------------------------|-----|
| Residents into Employment | 49 |
| Residents in Training | 165 |
| New Businesses | 6 |
| Work Experience | 19 |
| Apprenticeships | 4 |

3.44 In 2018 NHG and CCT were awarded a grant of £200,400 by the GLA, (plus funding from the Council and NHG) to refurbish the Old Library on the Concourse as a meanwhile use supporting an enterprise, employment, skills and community programme.

3.45 This programme is also supported with an estimated circa £500,000 annual resources from partners: TfL (Transport for London), Boost, Love London Working, Skills Centre, CAB, Cherry Tree Foundation and DWP. Further match funding of £1.45m was achieved between 2019 and 2022.

3.46 The GP Work Experience Programme was also awarded Barnet's 'Business Partner of the Year 2021', and the extensive Arts & Culture Programme achieved an award in 2020 for Best Community Partnership. There is in addition a comprehensive wellbeing offer available for residents supported by NHG's Community Foundation, with grant support of £109,166. awarded to three community projects in 2022.

3.47 In summary NHG has worked with the Council to successfully deliver Stage A, has achieved planning consent for the whole of the Next Phase (Plots 10-12), has started on site with the first Plot, have secured an RMA consent for the next Plots and is already progressing a further RMA and demolition and enabling work for the remaining sites to the south of the Concourse area. In addition NHG is delivering a comprehensive Social-Economic Programme that is delivering positive outcomes for local residents. I believe this provides clear evidence of NHG's commitment and ability to deliver the Next Phase provided NHG has security of site assembly via the CPO.

4. Delivery of the Scheme

Phasing and Timeline

- 4.1 Plots 10-12 of Stage B (Next Phase) comprise the logical next phase of the regeneration of Grahame Park estate, that builds on the successful delivery of the Stage A works to deliver the vision and objectives for the regeneration as a whole.
- 4.2 As would be expected in such a large regeneration project, investment in Plots 10-12 will be brought forward in sub phases, staged over a number of years. A phasing strategy has been developed in order to ensure the efficient demolition of the existing Estate buildings with minimum disruption to residents, to clear the site and to create the infrastructure required to deliver up to 2,088 new homes included in the Masterplan along with providing improvements to Heybourne Park and a new network of roads. Achievement of vacant possession is crucial to the delivery of the programme.
- 4.3 A key principle of this phasing strategy is that the first development in the Next Phase, Plot A, would, as described above, enable the early provision of new affordable homes for the remaining secure tenants and resident leaseholders and is under construction.
- 4.4 Following Plot A, the phasing of subsequent phases of the regeneration have been sequenced and informed by;
- Placemaking to enable the sequential creation of complete and functioning new neighbourhoods as early as possible.
 - Prioritising and completing the new central spine road (Bristol Avenue) from Stage A, linking the estate from south to north through the heart of the new development and allowing for improvements to the bus routes to come forward as soon as possible.
 - The need to demolish the central Concourse area, (the location of which is shown on Plan 7 of BOOK OF PLANS). The Concourse is an unsuccessful retail area, with unviable commercial spaces which do not meet market requirements and has been the focus of a number of incidents of violence and antisocial behaviour. The phasing programme will enable early demolition of the Concourse through the replacement of the existing community facilities as soon as possible while ensuring the continuity of uses.
 - Ensuring continuity of the existing district heating supply/system- with the phasing enabling adequate time for replacement systems and energy centres to be designed and commissioned so no existing residents, neighbouring properties or other uses are negatively impacted.
 - Balancing tenure distribution and timing of delivery.
 - Enabling value creation throughout the duration of the regeneration to allow a return on capital employed as part of the agreed long term financial investment, whilst ensuring that new homes of all tenures are developed as quickly as possible and that the regeneration remains financially viable.

- 4.5 As set out in the Statement of Case, the demolition of the whole Order land in a single phase would impact negatively on these objectives. The demolition of the whole of the Order Land would have a significant negative impact on the existing residents housed on the Estate, the areas adjacent to the Estate and to existing transport links due to the disruption caused by such a large demolition and inability to rehouse residents within the area. Therefore, the redevelopment has been phased and the phasing sequence has been designed to minimise the impact on the existing residents currently living in the homes before demolition takes place.
- 4.6 To implement this phasing strategy, the Council and NHG will acquire Order Land properties within the following estimated timeframe of phased vacant possession dates reflecting the timescale for delivery of new homes within Plot A [See Plan 8 in BOOK OF PLANS:

| Demolition Phase | Block / Property | Estimated Vacant Possession Date |
|---|--|----------------------------------|
| Demolition Phase 1 | <ul style="list-style-type: none"> • Noel • Nimrod • Nicholson • Nighthawk • Nisbet | COMPLETE |
| Demolition Phase 2 <i>(southernmost Plot in the Next Phase)</i> | <ul style="list-style-type: none"> • Folland • Galy • Gates • Gauntlet • Heracles | Q1 2024 |
| Demolition Phase 3 | <ul style="list-style-type: none"> • Merlin • Hudson • Hector | Q2 2024 |
| Demolition Phase 4 | <ul style="list-style-type: none"> • Kemp • Mercury | Q4 2024 |
| Demolition Phase 5 <i>(Main Concourse Area following delivery of replacement community uses and existing District Heating system de-commissioned)</i> | Main Concourse Area: <ul style="list-style-type: none"> • Napier • Nardini • March • Martynside • Moineau, • Mitchell • Moorhouse | Q1 2027 Onwards |

- 4.7 Subject to the acquisition of all third-party proprietary interests within the Order Land, construction of future Plots is expected to commence in Q3 2024, following the demolition and strategic infrastructure work that are currently being procured via NHG's existing specialist framework. It is then expected be delivered in Development Plots as set out in the table below;

| Plot | Development Plot (as per 2020 Consent) | Demolition Phase / Vacant Possession Date | Construction Start on Site | Construction Completion |
|------------|--|---|----------------------------|-------------------------|
| Plot 10 | Plot A (on site) | Complete | Oct 2021 | Q1 2024 |
| Plot 12 | Plot K | Demolition Phase 2 - Q1 2024 | Q3 2024 | Q1 2027 |
| Plot 12 | Plot H (inc Community Centre) | Demolition Phase 3 & 4 - Q4 2024 | Q3 2025 | Q1 2028 |
| Plot 12 | Plot L (inc Health Centre if req) | Demolition Phase 3 & 4 - Q4 2024 | Q3 2026 | Q3 2028 |
| Plot 12 | Plot G (inc Nursery) | Demolition Phase 3 & 4 - Q4 2024 | Q1 2027 | Q1 2029 |
| Plot 12 | Plot J | Demolition Phase 3 & 4 - Q4 2024 | Q3 2027 | Q1 2030 |
| Plot 10/11 | Plot P | Demolition Phase 5 - Q1 2027 onwards | Q3 2028 | Q3 2030 |
| Plot 11 | Plot D | Demolition Phase 5 - Q1 2027 onwards | Q1 2029 | Q2 2031 |
| Plot 10 | Plot B | Complete (not within Order Land) | Q4 2029 | Q1 2033 |
| Plot 11 | Plot E | Demolition Phase 5 - Q1 2027 onwards | Q3 2031 | Q4 2033 |
| Plot 11 | Plot F | Demolition Phase 5 - Q1 2027 onwards | Q2 2032 | Q3 2034 |
| Plot 11 | Plot C | Demolition Phase 5 - Q1 2027 onwards | Q1 2033 | Q2 2035 |
| Plot 11 | Plot Q | Demolition Phase 5 - Q1 2027 onwards | Q2 2034 | Q4 2036 |

- 4.8 The Scheme (which comprises the comprehensive redevelopment of Grahame Park and its social economic and transport infrastructure) is proposed to be completed by 2036.
- 4.9 The table above and plan at 11 of the BOOK OF PLANS show that vacant possession of a number of development plots including the Concourse and buildings such as Napier and Moorhouse (Demolition phase 5) will not be required for demolition until 2027 onwards. However, certainty of vacant possession of the whole is required in order to provide certainty to the Council and NHG that they can deliver the overall programme and infrastructure requirements (including the new spine road, new pedestrian and cycle connections, public realm improvements and community facilities). Certainty of site assembly also evidences to the local community that the whole of the Stage B Masterplan, (which includes wider community benefits and complete remodelling of Heybourne Park), will be delivered in addition to new sustainable housing.
- 4.10 The Developer is aware that during the Next Phase, mitigation measures need to be taken to minimise the impact on existing residents as well as residents in the completed part of the development and the later phases. Condition 14 of the 2020 Permission requires the Developer to provide to the Local Authority for approval a Demolition and Construction Environmental Method Management Plan prior to the commencement of development of a Development Plot, to control the adverse impacts on the amenity,

safety and wellbeing of site workers, the public and nearby occupiers (including the neighbouring properties). This condition has been satisfied for Plot A. Wates Group Ltd have also registered the site under the Considerate Constructors Scheme and have started the audit process. Similar conditions will be applied to each development plot as it comes forward to ensure that the impact on all surrounding properties is minimised.

- 4.11 Alongside permanent construction and landscaping, opportunities exist to find temporary uses for buildings and open spaces to support both the existing community and the new residents as the development is constructed in phases – something that has and is being actively progressed by NHG.

Delivery

- 4.12 The Council and NHG entered into a PDA in January 2007 to secure the delivery of the regeneration of the Estate.
- 4.13 The PDA sets out the arrangements between the Council and NHG in relation to the Scheme, including respective responsibilities, notifications and approvals, land transfers and financial arrangements.
- 4.14 The PDA contains a number of conditions in relation to the phased land transfers from the Council to the Developer. Land for each phase can be drawn down by the Developer serving a notice on the Council, but the Developer is only able to serve the notice once specified conditions have been satisfied. Plot/Phase conditions include matters such as Third Party interests, Secretary of State Consent, Highway Orders, Appropriation and demolition. Responsibility for satisfying the conditions is divided between the Developer and the Council.
- 4.15 Similar matters related to the PDA conditions have previously been agreed to enable the delivery of all preceding phases, including most recently to enable the construction of Plot A. Consequently, I have every confidence that these details will be readily agreed for the remainder of the scheme.

Commitment and Funding

- 4.16 As I have referenced above, NHG is a financially robust and successful developer and has already invested significantly in the promotion of the Scheme, including;
- a. Successfully completing Stage A, including the delivery of 685 new homes and other community facilities and infrastructure.
 - b. By the acquisition of a significant number of the third-party residential interests – with 54 residential leaseholders successfully acquired through private treaty, leaving just 9 residential leaseholders across the Next Phases (Plots 10-12).
 - c. By the securing of the 2020 Permission for the Next Phase and subsequent RMA application for Plots H and K.
 - d. By the commencement of construction of Plot A of the Next Phase, which is 100% affordable homes with a GDV of £89.88m

- e. Progressing the Demolition and Strategic Infrastructure works and RMA application for Plots L, G and J.
 - f. Through commitment to Next Phase s106 requirements, as set out in section 5.169 of the Statement of Case, which includes contributions to Transport/Highways, Heybourne Park improvements, Employment and Training and community facility reprovision. Further detail is set out at the evidence of Mr Dillon at section 3.
 - g. Through its significant and ongoing investment in the Social-Economic Programme in the area [as described above].
- 4.17 The Council has shown its commitment also, as explained in the evidence of Mr M Smith at para .3.4-3.5 and section 4.
- 4.18 CfGP will fund the Next Phase primarily through a loan from Notting Hill Genesis, coupled with progress payments for the affordable housing units. The affordable housing units are sold to intergroup companies and are part funded by GLA grant. The GLA Grant of £8.37m was secured for Plot A (Plot 10), £17.44m for Plot 12 and \$45.69m for Plot 11. CfGP will receive intergroup progress payments for the construction of the affordable housing at agreed stages through to practical completion.
- 4.19 Additionally, CfGP will recycle the returns from its private and commercial sales and reinvest the profits onto future phases.
- 4.20 The Next Phase meets NHG parameters for viability. It is supported by committed internal subsidies from reserves, to aid delivery of 50% social housing across the Next Phase.
- 4.21 In assessing the viability of the Scheme the Developer has taken professional advice and has taken account of all the likely costs associated with securing and acquiring land through Compulsory Purchase.
- 4.22 The NHG Board have already committed within their medium and long term business plan to the required funding for the whole scheme and we are confident that the project is fundable from undrawn facilities of £916m and cash reserves stated in section 4.18.
- 4.23 There is significant unmet demand for housing in London, with Grahame Park being one of the more affordable locations and with the regeneration of the area making it a more desirable place to live. Also, due to its long term commitment to Grahame Park, significant upfront investment set out in 4.16 above and the phased nature of the programme, NHG has the incentive to undertake the whole scheme, 50% of which comprises affordable housing, the development of which is part of NHG's core objectives.
- 4.24 As such, I can confirm that NHG has available and committed the necessary resources in place to enable completion of the whole of the Next Phase, including all of the Order Land.

5. Support for Residents and Occupiers

Land Interests

- 5.1 The Council holds a freehold proprietary interest over the majority of the Order Land, with NHG and CfGP being the only other freeholder within the Order Land. Following successfully securing vacant possession through private treaty and subsequent demolition of Noel, Nimrod, Nicholson, Nighthawk and Nisbet (which enabled Plot A to commence), there are 517 residential properties remaining within the Council's registered freehold title across Plots 10-12. Of these, 23 are occupied by secure council tenants, 9 are held on long leasehold interests, and currently 367 are occupied by non-secure tenants.
- 5.2 An independent resident advisor has been appointed to provide advice to all residents, including secure tenants, non-secure tenants and resident leaseholders.
- 5.3 The overall rehousing strategy for the remaining interests is outlined below, with NHG, the Council and Barnet Homes working together and committed to secure vacant possession in line with the overall programme set out in 4.7 above. However, as already explained, the Order is necessary to ensure this is met within a reasonable timescale to enable the continuation of Scheme delivery, having completed Stage A and commenced Plot A of the Next Stage.

Relocation of secure tenants

- 5.4 All of the remaining secure tenants are included within the Order to provide certainty of vacant possession when required. However, the Council's preference is to seek vacant possession of units within its ownership and occupied by secure tenants through possession proceedings under section 83 of the Housing Act 1985 and Ground 10A of Part II to Schedule 2 of that Act. The Council will rely on the CPO to acquire the interests of the secure tenants if Ground 10a possession proceedings fail to achieve vacant possession and relocation of tenants within the project programme. By whichever means vacant possession is achieved, secure tenants relocating into Plot A will not be dispossessed until their replacement homes become available, at which time they will be rehoused. This process has already commenced for the Next Phase. In the event a secure tenant does not agree to move to a new home in Plot A or suitable alternative offered, then compulsory purchase powers will be exercised to ensure that the development timetable is met.
- 5.5 In April 2021, the Council undertook consultation advising secure tenants of the proposals as part of the Ground 10a Application to the Secretary of State. The Council concluded there was no substantive reason not to apply to the Secretary of State for approval of the Ground 10a application which was approved 29 June 2021.
- 5.6 There are currently 23 secure tenants within the Order land who have yet to move. As part of the Council and NHG's commitments to residents, they are all eligible for re-housing and will be eligible for statutory home loss, disturbance payments, packing and unpacking service and associated costs (such as

reconnections/disconnection of appliances). For elderly or disabled residents that require their homes to be adapted, this will either be carried out , or the reasonable cost reimbursed. .

- 5.7 Secure tenants as part of the Council and NHG's commitments, will be provided the opportunity to move straight into (without the need for a temporary move) the new homes being constructed on Plot A – the unit mix of which has been designed to meet the needs of the remaining secure tenants (in terms of both size and mobility/wheelchair homes) based on a needs assessment that was carried out prior to the detailed design of Plot A being taken forward. These new homes will be let by NHG on a social rent basis (with rents set in the same way as their current home and on broadly the same terms as a Council tenancy - including retaining the Right to Buy). Those tenants that move across to NHG within Plot A will be offered a home that meets their assessed need. Where the existing tenant currently occupies a home that is larger than their assessed need, they are entitled with NHG to a new home that is one bedroom larger than their need (known as 'need plus one') if desired by the tenant.
- 5.8 As part of the Council and NHG's commitment to existing residents, secure tenants that do not want to relocate in one move to a new home offered in Plot A have the option to move off the estate to other NHG properties on the same basis whilst retaining their transferable Preserved Right to Buy. Secure tenants also have the option of a home within an alternative property with their current landlord – Barnet Homes..
- 5.9 Relocations in respect of secure tenants will be managed and carried out in accordance with the Barnet Council Allocation Policy, NHG Lettings and Allocation Policy and the Grahame Park Principal Development Agreement.
- 5.10 NHG, Council and Barnet Homes have been actively engaging residents in their preferences to relocate into Plot A since February 2022. This has involved sessions to make choices for the internal finish of the new Plot A homes – included options around kitchens, bathrooms and flooring. Occupational Therapist recommendations, where required, have been reviewed, with adaptations being built into new homes. In November 2022 joint visits by NHG and Barnet Homes were carried out where residents were invited to meet their NHG or Barnet Homes Housing Officer, with a view to also completing a provisional affordability assessment, the outcome of which demonstrated that the new homes were affordable to all secure tenants. Currently, of the 23 remaining secure tenants, 14 have chosen to relocate into Plot A, 2 are currently undecided (though a home is being held for them) and 7 have chosen to remain with Barnet Homes (who are currently working with them to identify an alternative property).

Relocation of Non-Secure Tenants

- 5.11 There are currently approximately 367 non-secure tenancies within the Order Land. The intention is that vacant possession of homes occupied by non-secure tenants will be obtained in phases as set out in 4.6 above, by Barnet Homes through the service of notices to quit and will be served approximately 6-12 months before the property is due for demolition in line with the phasing programme.
- 5.12 The notices to quit will be undertaken in line with the programme and the process has already commenced for the next demolition phase.

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- 5.13 The Council has confirmed to me that a 'Frequently Asked Questions for Non-Secure tenants at Grahame Park' has been prepared by Barnet Homes. It will be updated as appropriate and sets out information regarding notice periods and the assistance that non-secure tenants will be entitled to. This information is provided to temporary tenants when they sign or renew their lease and will be provided to tenants when engaged about relocation.
- 5.14 The Council has confirmed to me that provided the resident meets the current criteria in the Housing Allocations Scheme CDF.11, non-secure tenants dispossessed from the properties they occupy will be provided with suitable alternative accommodation to meet their needs. There is also a designated telephone number where tenants can seek advice on their options and be provided with support. An independent tenant liaison organisation is retained by NHG to provide support and advice for all residents where required. Barnet Homes also have an additional support service for vulnerable tenants where need is identified (known as the Floating Support Team).

Acquisition of residential leasehold interests

- 5.15 NHG and the Council have undertaken negotiations with all third-party residential leaseholders.
- 5.16 Of the original 63 residential leaseholders within the Order Land, 54 long leasehold interests have been successfully acquired by NHG through private treaty, leaving 9 long leaseholder interests, of which 3 are resident homeowners and 6 are non-resident leaseholders, to be acquired.
- 5.17 NHG has been in contact since 2016 with all of these remaining leaseholders with a view to acquiring their interests by private treaty and has offered to undertake the acquisition immediately, irrespective of which phase the property is in.
- 5.18 Negotiations are ongoing with these remaining leaseholders, who are offered a comprehensive package based on the compensation they would receive if their property was compulsorily acquired as set out in the Regeneration of Grahame Park Voluntary buy-back scheme CDC.11
- 5.19 As part of the Council and NHG commitments, residents who were homeowners at the time of the ballot in 2003, and where a decision to proceed with the regeneration was first made, are also eligible for the Shared Equity discretionary compensation scheme, with the qualifying date being 1 April 2003. The Shared Equity offer [(CDC.13) is designed to enable homeowners to purchase a new home of a greater value than their existing home either within the Scheme or elsewhere. Residents need to invest the full market value of their existing home as well as the home loss payment. If a homeowner wants to purchase a new property being built on the estate, then they need to purchase at least 25% equity or if they want to purchase a property elsewhere within the UK on the open market then they need a minimum of 50% equity on a property up to £600,000. There is no rent to pay on the remaining equity. The new home is to have the same number of bedrooms as the current home but could be larger if the current home is too small for the household.
- 5.20 To date, of the resident homeowners who have relocated, seven residents have taken up the Shared Equity offer. Of the remaining three residential leaseholders, two are eligible for shared equity (of which one has indicated a potential interest which NHG are continuing to discuss with them) and one is not

eligible for shared equity (purchasing the property after the ballot in 2003) but NHG has nevertheless discussed and is willing to apply this option with them.

- 5.21 I confirm that NHG has Board approval and has in place all necessary funds required to purchase the remaining leasehold interests at the earliest opportunity and will continue to negotiate with the remaining leaseholders.

Acquisition of Commercial and Community Properties

- 5.22 Of the 25 non-residential units in the Order Land, 9 units are vacant, and 16 units are occupied by third party interests on either a licence or a contracted-out lease - with the Council being able to obtain vacant possession with 6 months' notice. Effective management by the Council will continue to ensure that any necessary notices and actions under Landlord & Tenant powers are integrated within the overall project programme to ensure vacant possession when required.
- 5.23 Whilst the Council considers it likely vacant possession can be obtained using its landlord & tenant powers, or by agreement, the units are within the Order to ensure vacant possession when required.
- 5.24 One of the remaining interests is the health centre which is leased to Central London Community Health who are due to relocate shortly to the Colindale Gardens development under the terms of the s106 agreement for that development. If the health centre does not relocate as planned, then there are provisions within the s106 agreement for the 2020 Permission for the facility to be replaced within the Next Phase.
- 5.25 The Community Centre is to be re-provided within Plot H (which as noted above has recently received Committee approval for detailed permission under an RMA application); and the Nursery and Children's Centre (which has been closed since Autumn 2020 due to the building not being fit for purpose and the cost of works/maintenance not being deemed cost effective) which is to be re-provided in Plot G and for which NHG is now progressing detailed consent). Provisions within the s106 agreement for the 2020 Permission provide for these replacements.

Utilities

- 5.26 Where utilities equipment such as electricity substations is within the Order Land, discussions are ongoing with the utility provider. Where continuity of service for buildings which are not to be demolished, NHG will ensure new provision is in place prior to acquisition and demolition of existing equipment.

'Rights of Light' in relation to neighbouring owner/occupiers

- 5.27 In support of the 2020 Permission and subsequent RMA for Plots H and K, Daylight/Sunlight and overshadowing reports were submitted for consideration. On the evidence provided, the Planning Officer concluded that the impacts were acceptable for the scheme. These reports did not identify the objector as being impacted.
- 5.28 Further, a daylight and sunlight report was prepared as part of the subsequent RMA application for Plots H and K, which was approved at Committee on 15th December 2022. This report demonstrated that retained levels of amenity to neighbouring properties will remain good post development, and on this

basis the Planning Officer concluded the impacts were acceptable. This daylight/sunlight report also did not identify the Objector's property as one that would be adversely affected using the BRW Guidelines.

- 5.29 Separately, as part of the due diligence for identifying parties that should be included in the Order, a rights of light assessment was undertaken to identify any parties that may have their right to light interfered with and therefore could have a potential Section 10 claim. The assessment was prepared on a "worst-case" scenario with the theoretical design of the new building showing the maximum bulk and massing parameters as prepared for the Masterplan outline permission. This was in order to identify the maximum number of people who could be affected.
- 5.30 As part of each Reserved Matters Application still to be made, the design of individual blocks will be refined to show balconies and set backs in the buildings which will reduce the bulk and massing and therefore reduce the rights of light impact. It is expected that the number of properties with rights of light actually affected by individual phases will be significantly reduced compared to the maximum number within the masterplan parameters scheme.
- 5.31 Under the PDA, the Council will appropriate the Order Land under using powers in Section 203 of the Housing and Planning Act 2016, as a condition precedent to the land transfer to CfGP. This has occurred on previous phases and the process is set out further in Mr Smith's evidence.
- 5.32 All interests included in Table 2 due to potential impacts on 'Rights of Light' received letters advising them that although, it was difficult at this stage to assess whether there would be any interference with their rights to light due to the 2020 permission, it was proposed to include them in Table 2 of the Order in case there was an impact. The letter also set out the basis of compensation.
- 5.33 I can confirm that the PDA makes suitable arrangements for the payment by NHG of any statutory compensation due to property owners following the appropriation of land by the Council. .

6. Stopping up Orders

- 6.1 Stopping Up Orders (SUO) under the Highways Act 1980 will be required and be sought for the scheme over the following adopted highways.
- Long Mead
 - The Concourse
 - Quakers Course
 - Flight Approach
 - Five Acre
 - Near Acre
 - Pt Lanacre Avenue
- 6.2 Other estate roads which could be deemed as Established Right of Way (section 31 of the Highways Act 1980) or been built under the Housing Act and become maintainable at the public expense will also be stopped up.
- 6.3 The SUO will be made and secured in a timely manner (in advance of being required) in line with the demolition and construction phasing and completion of alternative infrastructure and access for residents and businesses (such as completion of the new Bristol Avenue spine road through the scheme) and promoted separately to this Order. NHG has already secured a successful SUO for the highways required to enable Plot A to come forward.
- 6.4 Due to the required phased delivery of the Order Land it is necessary to develop a programme for bringing forward the necessary SUO which fits within the construction programme and also ensures all existing and new properties retain access at all times. This phased delivery means that a number of interim access solutions will be provided where necessary.
- 6.5 The Council has confirmed that it does not foresee any objection to these, nor any reason why they will not be confirmed.
- 6.6 Given similar matters related to SUO have previously been agreed to enable the delivery of all preceding phases (including most recently to enable the construction of Plot A) I see no reason why these details should not be agreed for the remainder of the scheme.

7. Response to Objector

- 7.1 Only one objection has been made to the Order - from Mr Hamish Kay and Ms Miastkowska, who are the owners of 5 Hampden, Broadhead Strand. The objection CDC 16 states that the planned redevelopment will destroy their right to light and that the development will affect their health, their property value and their garden. They consider that having a garden will become pointless as nothing will grow and dampness will affect their property rendering it almost uninhabitable.
- 7.2 The objection states that this impact is unacceptable to them unless considerable compensation is given. They would be uncomfortable selling their home, and consider it would be very difficult to sell, without this compensation.
- 7.3 Further Avison Young have confirmed to me that in telephone conversations with Avison Young the freeholder has raised that he considers the whole Estate should be redeveloped at the same time and not as a phased redevelopment. I have set out above in para 4.5 my response to why that is not possible or beneficial to the residents of the estate or the wider area.
- 7.4 The objector is outside of the land required to deliver plots 10-12. The property is not to be acquired or demolished as part of the Next Phase.
- 7.5 As set out in section 5.27-5.28 above, the Objectors property was not identified as being impacted by the most recent Daylight/Sunlight report submitted to support Plots H and K (with Plot H most likely to impact the Objectors property) and following further Rights of Light Assessment by Avison Young as set out below, was not impacted, with the interference in the right of light being minimal and which would not justify a right to light claim
- 7.6 Details of negotiations carried out by Avison Young on behalf of CfGP and the Council with this Objector are set out below. As set out at para 5.33 above and in the evidence of Mr M Smith at para 8.8 the objector will be entitled to statutory compensation following appropriation of the land for planning purposes if the impact on their right to light creates a reduction in the market value of their property.
- 7.7 A letter dated 11 August 2022 (Appendix 1) was sent by Avison Young to the freehold owners. This explained that the daylight and sunlight reports prepared for the Next Phase planning application and for the Reserved Matters Application for Plots H and K, (which are on the eastern boundary of the Next Phase, which 5 Hampden is near) did not identify 5 Hampden as being a property that would be affected by the development. However, the rights of light report prepared for the CPO did identify it as being a property where the rights of light might be infringed, and the property was therefore included in Table 2 of the CPO.
- 7.8 The letter explained that the land within the red line would be appropriated under Section 203 of the Housing and Planning Act 2016, and if the new development infringed their right to light, they would be entitled to compensation under Section 10 of the Compulsory Purchase Act 1965, which would be based on the depreciation in the value of the property interest.

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- 7.9 The letter explained that the Valuation Date is when the new development is completed and the infringement occurs and NHG would be willing to enter into an agreement now that would provide that close to the Valuation Date when the development is near completion, they would pay the reasonable fees of a qualified surveyor who specialises in providing compulsory purchase value to advise on the compensation that may be due.
- 7.10 The letter was sent again on 30 August as no response was received to a letter sent on the 11 August.
- 7.11 On 31 August the freeholders contacted Avison Young (Appendix 1) to advise they had received the letter and would consider entering into an agreement regarding the compensation that may be due.
- 7.12 A letter dated 20 September from the Council (APPENDIX 1) was sent to the objector setting out a formal offer to agree to contact the freeholders when any blocks that might interfere with their right to light to their property are nearing completion, the Council would contact them to discuss any compensation due and pay the reasonable fees of a qualified independent CPO surveyor to act on their behalf and advise them of the level of compensation that may be due.
- 7.13 On the 28 September, I understand the freeholder discussed with Avison Young that they would like an estimate of what the potential compensation could be.
- 7.14 Avison Young emailed a letter dated 5 October (emailed again on 7 October as advised had not been received) (APPENDIX 1) setting out an illustrative example of the potential compensation that could be due assuming the market value of the property was £525,000 (based on the asking price the property was marketed at in 2018), if the impact of the infringement was between two to twenty percent.
- 7.15 On the 10 October, I understand the freeholders advised Avison Young they wanted to agree the compensation now.
- 7.16 Avison Young advised that on the 24 October in a telephone conversation, the freeholder advised Avison Young that along with his neighbours he was considering adding on another storey to make a 3-storey property and he wished to remain living at the property. He explained that he intended to appear at [the Inquiry] to make his case that he is entitled to the maximum compensation. I understand that Avison Young explained that the Inquiry was looking at the merits of the CPO and whether it should be confirmed, and that compensation is dealt with by the Lands Chamber (Upper Tribunal). Avison Young have confirmed to me that they advised that NHG would enter into an agreement now regarding the assessment of compensation.
- 7.17 Avison Young have confirmed to me that in a further telephone conversation on 28 October, Avison Young asked the freeholder to set out his proposals for agreeing to withdraw the objection.
- 7.18 An email dated 2 November was sent by the freeholder to Avison Young (APPENDIX 1) setting out his terms for an agreement and withdrawing the objection. This was for NHG to enter into an agreement with the freeholder to develop land which he owned in Essex. In respect of 5 Hampden, he advised that he wanted £100,000 for the potential interference with his right to light.
- 7.19 A letter dated 22 November was sent by Avison Young (APPENDIX 1) to the freeholder which included a right of light assessment looking specifically at 5 Hampden, which showed that the interference in the

right of light was minimal and would not justify a right to light claim and that it was considered there would be no depreciation in the value of the property following appropriation.

- 7.20 Avison Young has confirmed to me that on 14 December, the freeholder advised they had taken photos which showed that the right of light assessment was wrong and that it was clear that the development would significantly reduce the sunlight. He explained he was entitled to adequate light and he would no longer receive this once the new development was constructed and that he wanted the Public Inquiry to consider this.
- 7.21 Avison Young further confirmed to me that on 9 January 2023, the freeholder advised Avison Young that he had taken legal advice which advised him he had a very good case to claim the maximum compensation and that he would be appearing at the Public Inquiry to present his case on his compensation entitlement.
- 7.22 Given the statement in his original objection that he considers the impact of the Scheme on his property to be unacceptable unless considerable compensation is paid (CDC 16, and his further conversations with Avison Young as set out above I am satisfied that this ground of objection relates mainly to compensation rather than the principle of the Order itself.
- 7.23 The objector will receive statutory compensation for any reduction in the market value of their property due to the impact on rights of light. Furthermore, I am satisfied that the objector has been provided with further information on the potential right of light impact on their property, has had their potential compensation entitlement explained to them and has been offered an independent surveyor to advise them on this matter.
- 7.24 I do not consider that this objection should prevent the confirmation of the Order.

8. Conclusion

8.1 In my evidence I have:

- Described the experience, ability and the track record of the Developer.
- Explained the background to NHG's involvement in the regeneration of Grahame Park.
- Described the long term commitment and progress on the delivery of the regeneration of Grahame Park.
- Summarised the delivery of the next phase, the framework of NHG's involvement, phasing and funding.
- Described the support to residents and occupiers and the commitment to resident homeowners.
- Outlined the Stopping Up Orders required for the Next Phase.
- Responded to the objector.

Declaration

8.2 I believe that the facts stated in this proof of evidence are true.

DocuSigned by:

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Tracy Lavers

06 February 2023

Appendix I

Negotiations with Objector

