

Planning Supporting Statement

Lawful Development Certificate (existing)

Big Edgerley Barn, College Lane, Hurstpierpoint

Lawful Development Certificate (existing) for the use of
Big Edgerley Barn as a separate residential unit

at

Big Edgerley Barn, College Lane, Hurstpierpoint

Planning Supporting Statement

on Behalf of

Mr & Mrs Baldey

May 2025

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Checked by

DRAFT

Prepared by: LDS

Checked by: PR

Date: 20/04/2025

FINAL

Prepared by: LDS

Checked by: PR

Date: 27/05/2025

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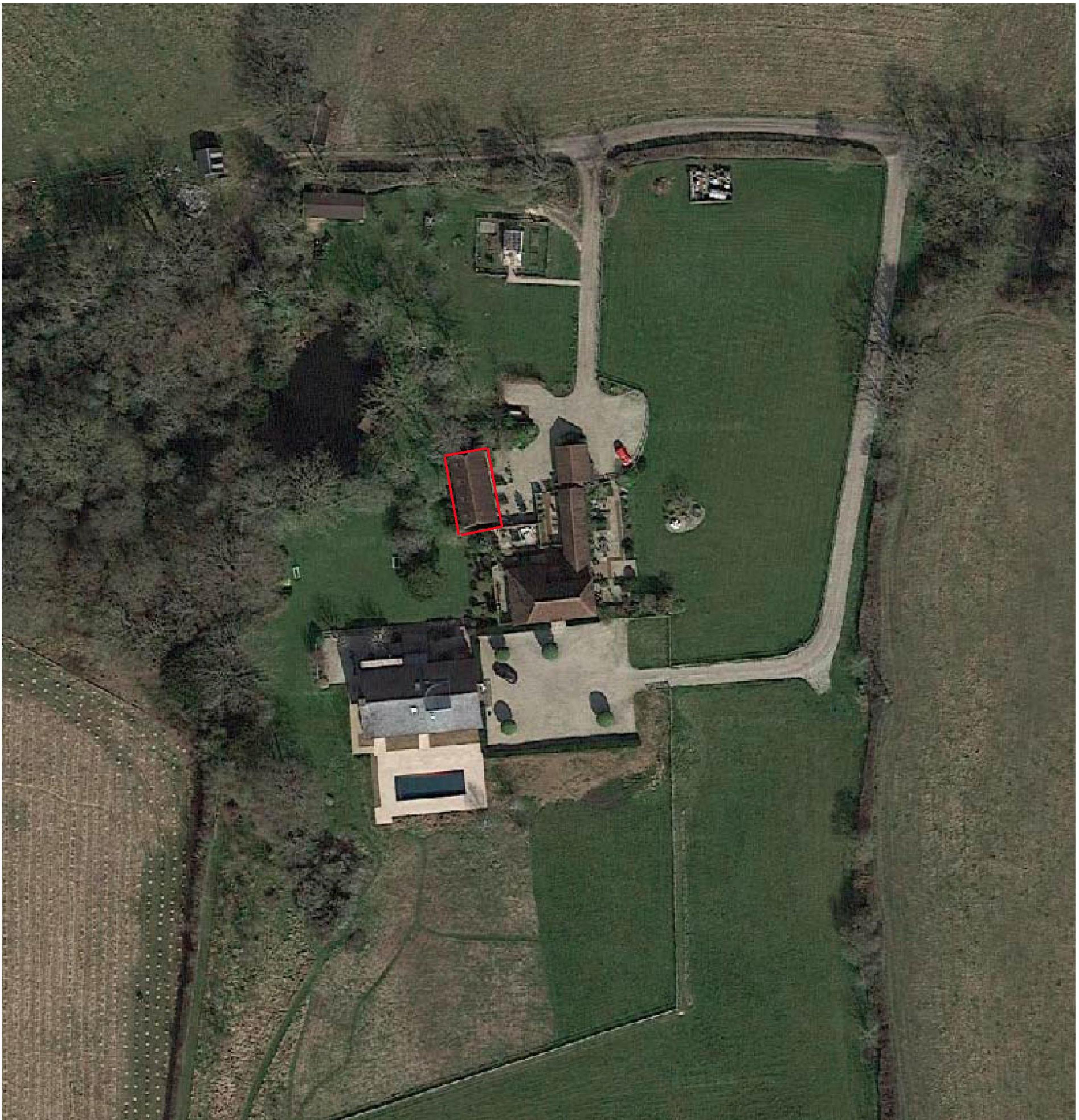
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1. Introduction

- 1.1 This statement is submitted in support of the Lawful Development Certificate (LDC) for Existing Use of The Annexe at Big Edgerley Barn as a separate and independent residential unit.
- 1.2 Whilst the address of the building is "The Annexe" , it has all the facilities for day to day living and is therefore capable of being occupied on a self-contained basis.
- 1.3 This application seeks to obtain a LDC as legal confirmation that the dwelling shown on the accompanying plan now lawfully operates as a separate self-contained residential unit on account of its continued use as such for more than 4 years.
- 1.4 This statement sets out a brief history of the property and the background, and then addresses the legal basis for the application and the lawfulness of the use. It is considered that the evidence submitted demonstrates that the use of the residential use of the building is lawful as it has been operating continuously in this use for over 4-years, which is the qualifying period as set out by Section 171b of The Town and Country Planning Act 1990.
- 1.5 Section 191(2) of the Town and Country Planning Act 1990 (TCPA) provides that *"For the purposes of this Act uses and operations are lawful at any time if – (a) no enforcement action may then be taken in respect of them (whether because they did not involve development or require planning permission or because the time for enforcement action has expired or for any other reason); and (b) they do not constitute a contravention of any of the requirements of any enforcement notice then in force."*

2. The Site and Surroundings

- 2.1 The Annexe is a detached property located in a rural location. The site broadly located to the west of College Lane, although it is set back some distance from College Lane and accessed via a long driveway. The site is generally surrounded by open agricultural land with areas of recent residential development further west and northwest of the site. The site is detailed on the aerial map outlined in red below.



Approximate site location shown outlined in red – map courtesy of Google Maps

- 2.2 The site is located outside of the settlement boundary of Hurstpierpoint, and is approximately 700m (as the crow flies) to the north of Hurstpierpoint.
- 2.3 The site is in a predominantly rural location. There is a mix of residential properties in the surrounds which reflects the former farm estate use of the site. Big Edgerley is a large, detached dwelling located to the south and was built in the 1990's on the footprint of 2 Victorian farm cottages that were demolished in 1994/95. Big Edgerley Barn is a former barn converted into a separate residential dwelling, and the Annexe and Cart Lodge have been converted to provide ancillary accommodation to Big Edgerley Barn.
- 2.4 The Annexe shares an access track from College Lane with both Big Edgerley and Big Edgerley Barn. However, the Annexe has its own separate curtilage with courtyard garden and parking.

3. Site History & Background

Relevant Planning History

- 3.1 07/00395/FUL – Planning permission was granted in 2007 to allow for the change of use of Big Edgerley Barn from ancillary residential use to a dwelling. There were two subsequent extension of time applications granted for this approval, one in 2010 (10/00708/EOT), and a further in 2013 (13/00320/EOT).
- 3.2 07/00396/FUL – Planning permission was granted in April 2007 for the erection of a detached double garage with cart shed and fuel store. Planning permission was previously approved for this same building in 1999 under application HP/15/99.
- 3.3 09/01735/FUL - Planning permission was granted in 2009 for the erection of a garage with store above, this was an amendment to the previously approved application 07/00396/FUL which was approved in 2007.
- 3.4 10/00187/FUL - Planning permission was granted in March 2010 for the change of use of room over the garage from storage to ancillary accommodation and the insertion of new window and door.
- 3.5 DM/15/2969 - Planning permission was refused in September 2016 for the proposed conversion of the garage to enlarge the existing annex to form self-contained ancillary accommodation for a family member. This application sought permission for the conversion of the ground floor to create additional ancillary accommodation.
- 3.6 DM/16/1656 – Planning permission was granted in September 2016 for alterations and extension of existing barn conversion to create additional residential accommodation, and alterations to the existing annexe to provide disabled accessible accommodation and home office.

Background to the proposal

- 3.7 The erection of the building known as the Annexe was granted planning permission in April 2007 under application 07/00396/FUL. A subsequent application (09/01735/FUL) allowed for an amendment to 07/00396/FUL to provide a store over the garage. Then in March 2010 planning permission was granted under 10/00187/FUL for the change of use of the storage room in the garage to ancillary accommodation. In September 2016 alterations to the annexe were permitted under application DM/16/1656 to provide disabled accessible accommodation.
- 3.8 The statutory declarations from the applicants explains that the Annexe was built and designed to enable their elderly father to live in the property. The

Annexe was occupied by their father until 2019, at that time their elderly father came to share the facilities in the main house of Big Edgerley Barn and use only the disability suite of the Annexe which is located on part of the ground floor of the Annexe.

3.9 From September 2020 to the present day the Annexe has been rented out and occupied by four separate individuals. Each of these occupants has provided a Statutory Declaration confirming their occupation of the property and these have been submitted in support of the LDC.

3.10 The timeline of the use and occupation of The Annexe is as follows:

- Ms E. Killa (07/09/2020 – 20/01/2021)
- Mr J. Davies (27/02/2021 – 28/08/2021)
- Maintenance and decoration (September – October 2021)
- Mr D & Ms C. Doyle (30/11/2021 – 25/12/2022)
- Ms B. Redman (20/01/2023 – Mid-February 2023)
- Mr A. Walker (15/04/2023 – present day)

3.11 The only gap in the tenancy of the Annexe is between September and November 2021, during this period the applicants undertook maintenance and decorating of the Annexe prior to the next rental which began at the end of November 2021.

3.12 The Annexe comprises of an access and kitchen on the ground floor, and a bedroom, living room and bathroom on the first floor. The Annexe also has a separate parking area, a garden and a terrace.

3.13 Whilst the building is called the 'Annexe', the rented part of the building clearly has its own facilities and does not share any functional relationship or physical link with the main dwelling or the occupiers of Big Edgerley Barn.

3.14 This view has been shared by Mid Sussex District Council in determining similar planning applications for the creation of annexes and ancillary buildings. We note that recent case law concerning a site in East Grinstead (ref: APP/D3830/A11/2145257/NWF) advised that a building with all self-contained facilities should be assessed as a new dwelling, this decision has been referred to by the Council for annex applications.

3.15 It is important to note that The Annexe also benefits from its own courtyard garden and separate parking. Given the facilities afforded to the property, the building cannot be considered to be an annexe, and is in fact a separate dwelling.

- 3.16 The Annexe shares the same vehicular access onto College Lane as Big Edgerley Barn and Big Edgerley, but the Annex benefits from its own separate drive and parking, and therefore does not share any of these facilities with the other dwellings on site.

4. Relevant Planning Policy

4.1 As this is an application for a LDC for an existing use, consideration of the application is strictly limited to whether, “on the balance of probability” the use is, or is not lawful. Therefore, such applications are not required to be considered against the policies of the Development Plan document. Furthermore, the planning merits of the LDC application cannot be taken into consideration.

4.2 In determining the LDC, the National Planning Practice Guidance provides that if a Local Planning Authority has no evidence itself, nor any from others, to contradict or otherwise make the applicant’s version of events less than probable, there is no good reason to refuse the application provided the applicant’s evidence is sufficiently precise and unambiguous to justify the grant of a certificate on the balance of probabilities.

Legal Background

4.3 Section 171b of the Town and Country Planning Act 1990 refers to situations where there has been a breach of planning control consisting in the change of use of any building to use as a single dwellinghouse, this states that *‘no enforcement action may be taken after the end of the period of four years beginning with the date of the breach.’*

Summary of Evidence

4.4 The above-mentioned extracts provide the legal basis for this application and consequently we have provided the following evidence to demonstrate that the building has been used as a separate residential unit of accommodation for a period in excess of 4 years.

4.5 **Appendix A:** A signed statutory declaration by Sarah Baldey. This affidavit explains the circumstances around the use of this property and confirms that this has been occupied for residential purposes for over 4 years.

4.6 **Appendix B:** A signed statutory declaration by Stephen Baldey. This affidavit explains the circumstances around the use of this property and confirms that this has been occupied for residential purposes for over 4 years.

4.7 **Appendix C:** A signed statutory declaration by A. Walker which confirms their tenancy of the Annexe from April 2023 to the present day

4.8 **Appendix D:** A signed statutory declaration by Mr & Mrs Doyle confirming their tenancy of the Annexe between November 2021 and December 2022

4.9 **Appendix E:** Time and date stamped photographs supplied by Mr & Mrs Doyle taken whilst living at the Annex

- 4.10 **Appendix F:** A signed statutory declaration by J. Davies confirming their tenancy of the Annexe between February 2021 and August 2021
- 4.11 **Appendix G:** A signed statutory declaration by E. Killa confirming their tenancy of the Annexe September 2020 and January 2021.
- 4.12 **Appendix H:** Time and date stamped photograph supplied by E. Killa taken whilst living at the Annexe
- 4.13 **Appendix I:** Copies of the tenancy agreement for the occupation of the Annexe between the applicants and A. Walker
- 4.14 **Appendix J:** Signed letter from A. Walker re: tenancy arrangement and use of garden, terrace and parking facilities.
- 4.15 **Appendix K:** Photographs of the garden, terrace and parking facilities at the Annexe
- 4.16 **Appendix L:** Signed letters from friend of applicant, dog sitter, and gardener confirming knowledge of the residential use of the Annexe
- 4.17 **Appendix M:** Copies of Council Tax payment invoices for the Annexe
- 4.18 **Appendix N:** Email correspondence between the applicant and A. Walker regarding payment of bills
- 4.19 **Appendix O:** Whatsapp correspondence between applicant and B. Redman regarding their short term rental of the Annexe
- 4.20 **Appendix P:** Copy of applicant's rental record of the Annexe
- 4.21 **Appendix Q:** Copy of the Building Regulation Completion Certificate for The Annexe dated 19th April 2011 which describes the works as "Ancillary Accommodation over existing garage".
- 4.22 **Appendix R:** Copy of the Building Regulations Compliance Certificate for The Annexe dated 18th March 2019, which describes the schedule of work as "Rewire of all circuits / Flat Dwelling".
- 4.23 **Appendix S:** Correspondence from letting agents dated March 2023 re: prospective tenant of the Annex.

5. Conclusions

- 5.1 We consider that the evidence submitted in support of the LDC is precise and unambiguous and sufficiently demonstrates, 'on the balance of probability', that the use of The Annexe as a separate residential dwelling is lawful given that it commenced in excess of 4 years preceding the date of the submission of the LDC application, and has remained in continuous use thereafter. The use is therefore lawful by virtue of the time limits imposed by section 171b of the Town and Country Planning Act 1990.
- 5.2 It is our view that there are no overriding constraints to the proposal. The Annexe has its own facilities and is capable of and has been used as a separate residential unit for a significant amount of time.
- 5.3 We therefore consider that a Lawful Development Certificate should be issued for the existing use of the Annexe as a separate residential unit.

Appendix A

STATUTORY DECLARATION OF MRS SARAH BALDEY

I, Sarah Baldey, of Big Edgerley Barn, College Lane, Hurstpierpoint, BN6 9QY do solemnly and sincerely declare as follows:

1. I make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint, BN6 9QY ("the Property") as a single dwelling house.
2. I am the landowner of the freehold title to the land of all properties including The Annexe, Big Edgerley Barn, and common areas at the postal address of Big Edgerley Barn, College Lane, Hurstpierpoint, West Sussex, BN6 9QY as demonstrated by **Exhibit 1** the current Land Registry title of the property Big Edgerley Barn.
3. My husband and I have been the owners of the land on which The Annexe is situated on since July 1996.
4. The Certificate of Lawful Development shall apply to the first floor and part of the ground floor of the Annexe building as defined in the floorplan at **Exhibit 2**, and the garden, patio and access and car parking areas for the Annexe as defined in the drawings in **Exhibit 2**.
5. In April 2007 I made a planning application for the erection of the building known as the Annexe, and this was granted planning permission in April 2007 under application 07/00396/FUL. I then made a subsequent application (09/01735/FUL) which allowed for an amendment to 07/00396/FUL to provide a store over the garage. Then in March 2010 I applied for planning permission for the change of use of the storage room in the garage to ancillary accommodation and this was granted permission under 10/00187/FUL.

6. The Annexe had been used as ancillary to the residential occupation of Big Edgerley Barn. Its use included a bedroom which has been used by my son and my extended family and friends, my professional offices and ancillary storage for Big Edgerley Barn. At that time, the Annexe building included a bathroom, a kitchenette, bedroom and large activity area.
7. In September 2016 alterations to the annexe were permitted under planning application DM/16/1656 to provide disabled accessible accommodation for my elderly father and a home office. The works to provide the disabled accommodation in the Annexe were finished in March 2019 and my father began to use the disabled accessible suite which is located in part of the ground floor of the Annexe, and he continues to reside in this part of the Annexe. This area is shown on the floorplan at **Exhibit 2**.
8. On 7th September 2020 the bedroom at first floor level and the remainder of the ground floor of the Annexe were rented out as a separate and independent unit of accommodation to Emmeline Killa, who resided at the property until 20th January 2021.
9. I state that on the 27th February 2021 the Annexe was then rented by John Davies, and he resided at the property until 28th August 2021.
10. On the 30th November 2021, the Annexe was rented by David & Carolyn Doyle, and they resided at the property until 25th December 2022.
11. On the 20th January 2023 the Annexe was rented to Beth Redman and she resided there until mid-February 2023.

12. I state that I currently have one tenant. Aiden Walker has been a tenant since the 15th April 2023 to the present day. A copy of the tenancy agreement signed by Aiden Walker is submitted at **Exhibit 3**
13. The current tenant and all the previous tenants have provided Statutory Declarations confirming their occupation of the Annexe, and these have been submitted in support of the LDC at **Exhibit 4**.
14. I state that The Annexe has been in residential use from September 2020 to the present day and has therefore been in residential use for over 4 years.
15. I have provided at **Exhibit 5** evidence of continuous occupation of the Annexe over 4 years in the form of heating oil supply invoices, a copy of my rental calendar, and correspondence with tenants regarding the payment of monthly rent and bills. These invoices and correspondence demonstrate separate residential occupation of the Annexe.
16. I provide further evidence of continuous occupation of the Annexe in the MSDC Council Tax invoices in account number 218437805. This Account is for the Big Edgerley Barn and The Annexe. These Council Tax invoices are submitted at **Exhibit 6**.
17. I can confirm that the two properties, Big Edgerley Barn and the rental property at the Annexe are independent and separate units, and that no facilities are shared by the occupiers of these properties.

I understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

[REDACTED]

At: Dean Wilson LLP, Ridgeland House, 165 Dyke Road, Brighton BN3 1TL

On: 22.05.2025

Before me:

[REDACTED]

(or oaths)

Appendix B

STATUTORY DECLARATION OF MR STEPHEN BALDEY

I, Stephen Baldey, of Big Edgerley Barn, College Lane, Hurstpierpoint, BN6 9QY do solemnly and sincerely declare as follows:

1. I make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint, BN6 9QY ("the Property") as a single dwelling house.
2. I am the landowner of the freehold title to the land of all properties including The Annexe, Big Edgerley Barn, and common areas at the postal address of Big Edgerley Barn, College Lane, Hurstpierpoint, West Sussex, BN6 9QY as demonstrated by **Exhibit 1** the current Land Registry title of the property Big Edgerley Barn.
3. My wife and I have been the owners of the land on which The Annexe is situated on since July 1996.
4. The Certificate of Lawful Development shall apply to the first floor and part of the ground floor of the Annexe building as defined in the floorplan at **Exhibit 2**, and the garden, patio and access and car parking areas for the Annexe as defined in the drawings in **Exhibit 2**.
5. In April 2007 I made a planning application for the erection of the building known as the Annexe, and this was granted planning permission in April 2007 under application 07/00396/FUL. I then made a subsequent application (09/01735/FUL) which allowed for an amendment to 07/00396/FUL to provide a store over the garage. Then in March 2010 I applied for planning permission for the change of use of the storage room in the garage to ancillary accommodation and this was granted permission under 10/00187/FUL.

6. The Annexe had been used as ancillary to the residential occupation of Big Edgerley Barn. Its use included a bedroom which has been used by my son and my extended family and friends, my professional offices and ancillary storage for Big Edgerley Barn. At that time, the Annexe building included a bathroom, a kitchenette, bedroom and large activity area.
7. In September 2016 alterations to the annexe were permitted under planning application DM/16/1656 to provide disabled accessible accommodation for my elderly father-in-law and a home office. The works to provide the disabled accommodation in the Annexe were finished in March 2019 and my father-in-law began to use the disabled accessible suite which is located in part of the ground floor of the Annexe, and he continues to reside in this part of the Annexe. This area is shown on the floorplan at **Exhibit 2**.
8. On 7th September 2020 the bedroom at first floor level and the remainder of the ground floor of the Annexe were rented out as a separate and independent unit of accommodation to Emmeline Killa, who resided at the property until 20th January 2021.
9. I state that on the 27th February 2021 the Annexe was then rented by John Davies, and he resided at the property until 28th August 2021.
10. On the 30th November 2021, the Annexe was rented by David & Carolyn Doyle, and they resided at the property until 25th December 2022.
11. On the 20th January 2023 the Annexe was rented to Beth Redman and she resided there until mid-February 2023.

12. I state that I currently have one tenant. Aiden Walker has been a tenant since the 15th April 2023 to the present day. A copy of the tenancy agreement signed by Aiden Walker is submitted at **Exhibit 3**
13. The current tenant and all the previous tenants have provided Statutory Declarations confirming their occupation of the Annexe, and these have been submitted in support of the LDC at **Exhibit 4**.
14. I state that the Annexe has been in residential use from September 2020 to the present day and has therefore been in residential use for over 4 years.
15. I have provided at **Exhibit 5** evidence of continuous occupation of the Annexe over 4 years in the form of heating oil supply invoices, a copy of my rental calendar, and correspondence with tenants regarding the payment of monthly rent and bills. These invoices and correspondence demonstrate separate residential occupation of the Annexe.
16. I provide further evidence of continuous occupation of the Annexe in the MSDC Council Tax invoices in account number 218437805. This Account is for the Big Edgerley Barn and The Annexe. These Council Tax invoices are submitted at **Exhibit 6**.
17. I can confirm that the two properties, Big Edgerley Barn and the rental property at the Annexe are independent and separate units, and that no facilities are shared by the occupiers of these properties.

I understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

[REDACTED]

On: 22.05.2025

Before me:

[REDACTED]

Appendix C

STATUTORY DECLARATION OF AIDAN EMERY JOHN WALKER

I, Aidan Emery John Walker of 'The Annexe', Big Edgerley Barn, College Lane, Hurstpierpoint do solemnly and sincerely declare as follows:

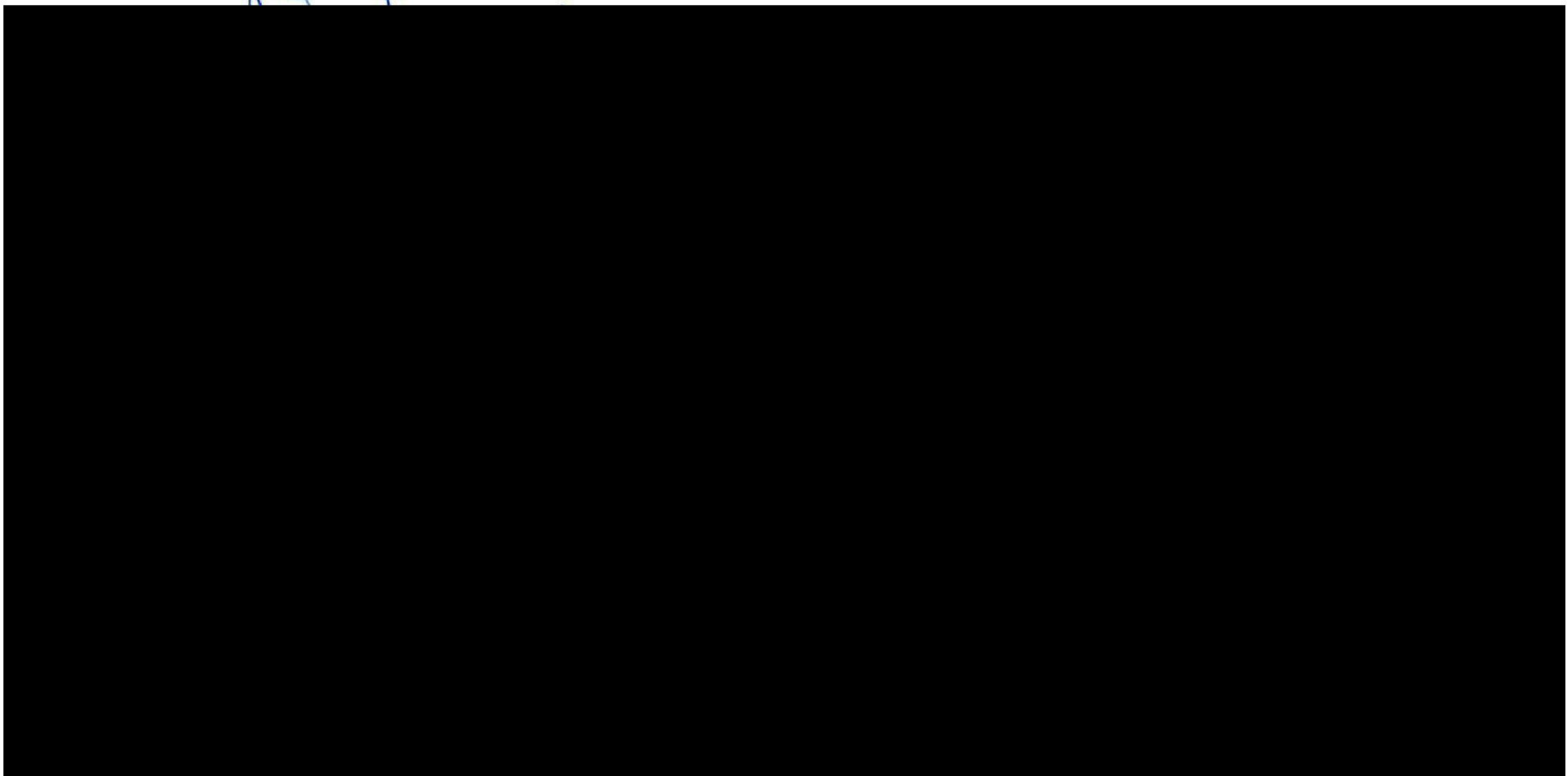
1. I make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint ("the Property") as a single dwelling house.
2. I moved into The Annexe on 15th April 2023
3. As of today, I am still in residence.
4. The Annexe is my main residence and I have no other place of residence since I moved in on 15th April 2023.
5. I have on occasion been away on business or holiday for some nights, I have never left The Annexe vacant for any period longer than two weeks, nor have I permanently moved to another residence at any time.
6. I pay £1,200 per month (Increased to £1,250 per month as from 15th April 2024) in rent plus bills to Mr & Mrs Baldey.
7. The accommodation in this part of The Annexe comprises; 1 bedroom, 1 living area, 1 bathroom, a kitchen/breakfast area. The Annexe also benefits from an external terrace area / garden area / courtyard. The Annexe has its own entrance which is separate from the ancillary accommodation associated with Big Edgerley Barn.

8. The Annexe shares the same vehicular access onto College Lane as Big Edgerley Barn, but there is a separate area for parking my car. Both Big Edgerley Barn and Big Edgerley have separate driveways and parking areas, and therefore parking facilities are not shared.
9. I have not taken regular meals with Mr & Mrs Baldey, nor utilised the any of the facilities at Big Edgerley Barn.

I understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by the aforesaid Aidan Emery John Walker



Appendix D

STATUTORY DECLARATION OF DAVID AND CAROLYN DOYLE

We, David & Carolyn Doyle previously of 'The Annexe', Big Edgerley Barn, College Lane, Hurstpierpoint do solemnly and sincerely declare as follows:

1. We make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint ("the Property") as a single dwelling house.
2. We moved into The Annexe on 30th November 2021
3. We moved away on 25th December 2022
4. The Annexe was our main residence and we had no other place of residence between moving in on 30th November 2021 and moving out on 25th December 2022.
5. We on occasion stayed away for a night and also took holidays, but we never left The Annexe vacant for any period longer than two weeks, nor did we permanently move to another residence prior to 25th December 2022.
6. We paid £1,700 per month in rent (including bills, utilities and council tax) to Mr & Mrs Baldey.
7. The accommodation in this part of The Annexe comprises; 1 bedroom, 1 bathroom, a kitchen/breakfast area. The Annexe also benefits from an external terrace area / garden area / courtyard. The Annexe has its own entrance which is separate from the ancillary accommodation associated with Big Edgerley Barn.

8. The Annexe shares the same vehicular access onto College Lane as Big Edgerley Barn, but there is a separate area for parking our car. Both Big Edgerley Barn and Big Edgerley have separate driveways and parking areas, and therefore parking facilities are not shared.
9. We never took meals with Mr & Mrs Baldey, nor utilised any of the facilities at Big Edgerley Barn while resident at ^The Annexe. RG, CD.

We understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by the aforesaid David & Carolyn Doyle

At: [REDACTED]
At: DEAN WILSON LLP, RIDGELAND HOUSE, 165 DYKE RD, [ADDRESS]
BRIGHTON BN3 1TL
On: 27.02.2025 [DATE]

Before me:

[REDACTED]

Appendix E



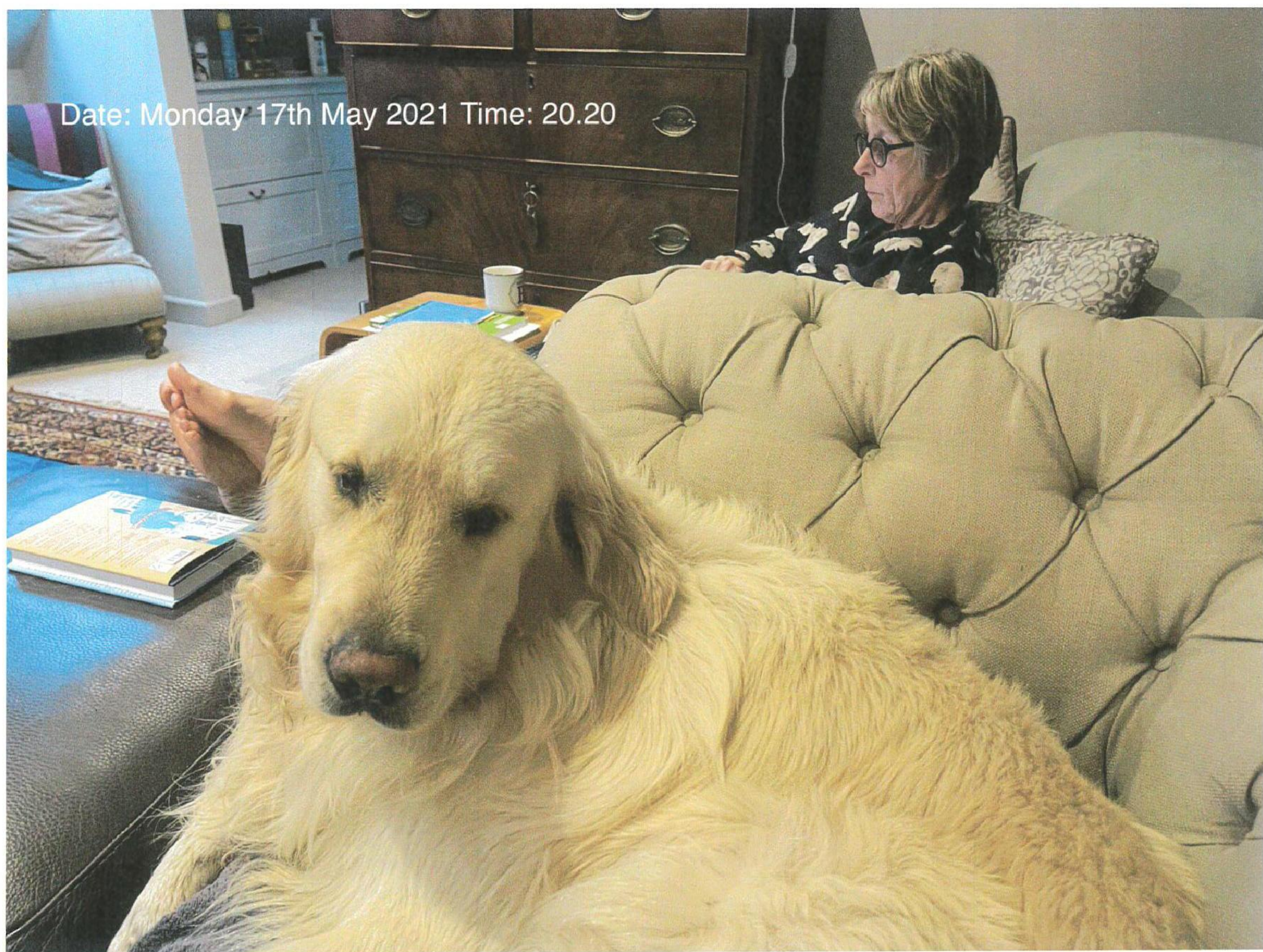
Date: Wednesday 5th 2021 May Time: 20.15



Date: Saturday 12th June 2021 Time: 08.46

Date: Wednesday 5th May 2021 Time: 20.14





Appendix F

STATUTORY DECLARATION OF JOHN DAVIES

I, John Davies of 'The Annexe', Big Edgerley Barn, College Lane, Hurstpierpoint do solemnly and sincerely declare as follows:

1. I make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint ("the Property") as a single dwelling house.
2. I moved into The Annexe on 27th February 2021.
3. I moved away on 28th August 2021.
4. The Annexe is my main residence and I have no other place of residence since I moved in on 27th February 2021.
5. I have on occasion stayed away for a night and have also taken holidays, but I have never left The Annexe vacant for any period longer than two weeks, nor have I permanently moved to another residence at any time.
6. I pay £1,200 per month in rent (including bills, utilities & council tax) to Mr & Mrs Baldey.
7. The accommodation in this part of The Annexe comprises; 1 bedroom, 1 bathroom, a kitchen/breakfast area. The Annexe also benefits from an external terrace area / garden area / courtyard. The Annexe has its own entrance which is separate from the ancillary accommodation associated with Big Edgerley Barn.

8. The Annexe shares the same vehicular access onto College Lane as Big Edgerley Barn, but there is a separate area for parking my car. Both Big Edgerley Barn and Big Edgerley have separate driveways and parking areas, and therefore parking facilities are not shared.
9. I have never taken meals with Mr & Mrs Baldey, nor utilised the any of the facilities at Big Edgerley Barn.

I understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by the aforesaid John Davies



Appendix G

STATUTORY DECLARATION OF EMMELINE SIMONE KILLA

I, Emmeline Simone Killa of 'The Annexe', Big Edgerley Barn, College Lane, Hurstpierpoint do solemnly and sincerely declare as follows:

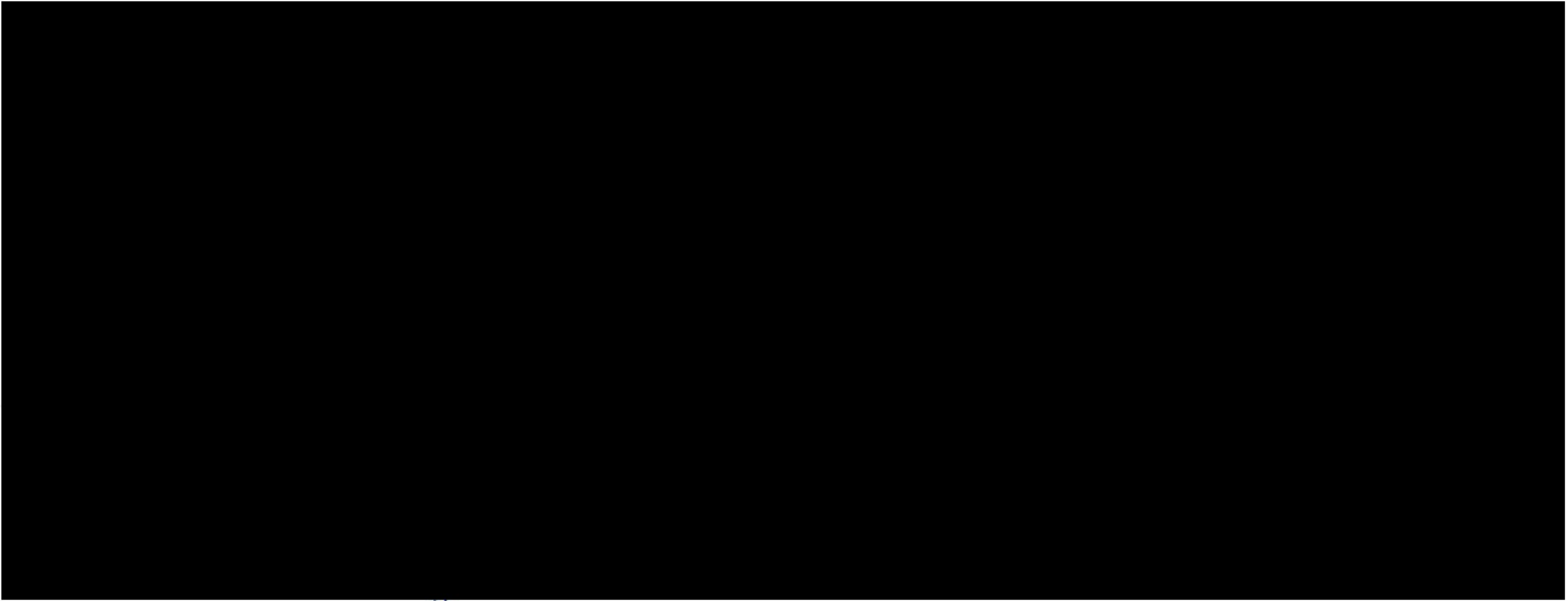
1. I make this Statutory Declaration in support of the application for a Certificate of Lawful Existing Use ("the Application") in respect of the use of part of The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint ("the Property") as a single dwelling house.
2. I moved into The Annexe on 7th September 2020.
3. I moved away on 20th January 2021.
4. The Annexe was my main residence and I had no other place of residence since I moved in on 7th September 2020.
5. I have on occasion stayed away for a night and have also taken holidays, but I have never left The Annexe vacant for any period longer than two weeks, nor have I permanently moved to another residence at any time.
6. I pay £1,200 per month in rent (including bills, utilities & council tax) to Mr & Mrs Baldey.
7. The accommodation in this part of The Annexe comprises; 1 bedroom, 1 bathroom, a kitchen/breakfast area. The Annexe also benefits from an external terrace area / garden area / courtyard. The Annexe has its own entrance which is separate from the ancillary accommodation associated with Big Edgerley Barn.

8. The Annexe shares the same vehicular access onto College Lane as Big Edgerley Barn, but there is a separate area for parking my car. Both Big Edgerley Barn and Big Edgerley have separate driveways and parking areas, and therefore parking facilities are not shared.
9. I have never taken meals with Mr & Mrs Baldey, nor utilised the any of the facilities at Big Edgerley Barn.

I understand that this statement will be used to support an application for a Certificate of Lawful Existing Use or Development and that Section 194 of the 1990 Town and Country Planning Act provides that it is an offence to furnish false or misleading information.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by the aforesaid Emmeline Simone Killa



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Appendix H



Appendix I

TENANCY AGREEMENT

BETWEEN

Mrs Sarah Baldey

c/o Stuart & Partners

AND

Mr Aidan Emery John Walker

**ASSURED SHORTHOLD
TENANCY AGREEMENT**

RELATING TO:

**The Annexe
Big Edgerley Barn
College Lane
Hurstpierpoint
West Sussex
BN6 9QY**

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens Advice.

This agreement is made the day of 15 April 2023

1 Particulars

1.1 Parties

1.1.1 The Landlord:

Mrs Sarah Baldey of Big Edgerley Barn, College Lane, Hurstpierpoint, West Sussex BN6 9QY
Telephone: 01273 832259 Mobile: 07413 685865 Email: sabaldey@aol.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant:

Mr Aidan Emery John Walker of Elm Lodge, The Elms, Bine Road, Partridge Green, West Sussex RH13 8EQ
Telephone: 07768 283373 Email: aidan@aidanwalker.co.uk

Post Tenancy / Next of Kin:

Nicole Walker of 1 Septima Cottage, The Street, Fulking BN5 9LU

The parties listed above agree that the Landlord or the Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, the Tenant, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Stuart and Partners Ltd, 2-3 Palmerston House, Sydney Road, Haywards Heath, West Sussex RH16 1DR info@stuartandpartners.co.uk or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an assured shorthold tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

1.5 Property

1.5.1 The Property situated at and being The Annexe, Big Edgerley Barn, College Lane, Hurstpierpoint, West Sussex, BN6 9QY, together with the fixtures, fittings, furniture and effects therein, and more particularly specified in the Inventory signed by the Tenant, and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

- 1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does not require the Landlord to hold a licence to be able to let it lawfully. The Tenant agrees not to use the Property in any way that changes either of these facts.

1.6 Term

- 1.6.1 The Term shall be twelve months from and including 15 April 2023 to and including 14 April 2024 and then the tenancy continues as a monthly contractual periodic until ended following either party giving notice. Please see clause 4.6 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

1.7 Rent

- 1.7.1 The Rent shall be £1200.00 one thousand two hundred pounds per calendar month, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set-off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of £ 1200.00 being due on 15 April 2023 or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the 15th of each month during the Term of this agreement.
- 1.7.5 Rental payments overdue by more than 14 days will be subject to interest at the rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or the Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 Rent Increase
- 1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 12 months, then the Rent will increase once each year.
- 1.7.8.2 The first increase will be on the first Rent Due Date more than 364 days after the commencement date.
- 1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 364 days since the last rent increase.
- 1.7.8.4 In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the CPI (Consumer Prices Index as published by the Office of National Statistics) as quoted for the month two months prior to the month of the increase.
- 1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 364 days after the commencement date, or the last rent increase date, will not then prevent the Landlord applying an increase on any future Rent Due Date.
- 1.7.8.6 In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Prices Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months prior to the month of the increase.

1.8 Deposit

- 1.8.1 The Deposit of £1384.61 will be paid by the Tenant.
- 1.8.2 The Deposit will be paid to the Landlord's Agent.
- 1.8.3 The Landlord's Agent will not pay interest on the Deposit.
- 1.8.4 The Deposit has been taken for the following purposes
- 1.8.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 1.8.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 1.8.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 1.8.4.4 Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
- 1.8.4.5 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of the tenancy agreement.

- 1.8.5 Subject to The Deposit Protection Service (The DPS) Custodial Terms and Conditions, the Deposit will be refunded within ten days, less any deductions, once the following have been completed:
- 1.8.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys, access devices, remote controls and parking permits have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no clawback of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by The DPS in accordance with the Custodial Terms and Conditions of The DPS. The Custodial Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process, are attached and can also be found at www.depositprotection.com.
- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.
- 1.8.9 The Deposit will be refunded, less any deductions, (this could be "to the Nominated Tenant" or "to the Relevant Person" or "equally to the parties forming the Tenant" or "to any one of the parties forming the Tenant and this will be considered a full and final refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.")

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.10 Permissions

Where Permission is required by the tenant:

- 1.10.1 Permission, if granted, will be in writing from either the Landlord or the Landlords Agent
- 1.10.2 Permission, if sought by the Tenant, will not be unreasonably withheld.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary, notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of notices (including notices in proceedings) is as follows:

If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

Big Edgerley Barn, College Lane, Hurstpierpoint, West Sussex BN6 9QY

2.3 Notice service

- 2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a prepaid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.4 personally served on the Tenant or any person making up the Tenant.
 - 2.3.15 Served via electronic means, including the current contact email address listed in clause 1.1.2, during the tenancy, or the post tenancy contact email address after the tenancy.
- 2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by ordinary post in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.4 personally served on the Landlord or any person making up the Landlord or acting on behalf of the Landlord.

2.3.3 If any notice or other document is served in person or left at the address in 2.3.1.1 or 2.3.2.1, service shall be deemed to have been on the day it was left.

2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Post and Notices Received

2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.4.2 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one months' prior notice in writing.

2.4.3 While the Tenancy is periodic the one months' written Notice must expire the day before a rent due date.

2.5 Criminal Convictions

2.5.1 The Tenant agrees to notify the Landlord's Agent of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

3 Possession

3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to terminate the tenancy lawfully by obtaining a court order if:

3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not, or

3.1.2 the Tenant is in breach of any of the obligations under this agreement, or

3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or

3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

Tenants who are unsure of their rights should seek appropriate advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone and broadband charges during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated.

4.1.5 The Tenant must not provide a cheque or other payment that the bank then fails to honour.

4.1.6 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.

4.1.7 Pay the full costs of any action taken for breach of contract or possession of the Property, including court fees and all other associated costs, limited to only those costs the court awards.

- 4.1.8 Pay £ 50 associated with early termination of the tenancy, when requested by the tenant subject to the landlords agreement.
- 4.1.9 Pay £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- 4.1.9.1 Pay a default fee of £ 50 for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, the Landlord's fixtures, fittings and appliances, nor make any alteration or addition to the Property or the style or colour of the decorations without the Landlord's consent.
- 4.2.3 Notify the Landlord's Agent promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 The Tenant must not, and must not permit their friends or visitors to, do anything that may result in any glass owned by the landlord in the Property being broken.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 The Tenant agrees to test all smoke and carbon monoxide alarms are in working order on a weekly basis, to clean the alarms on a three-monthly basis using the soft brush of a vacuum cleaner.
- 4.2.7 Not alter the operation of, or disable, the smoke or carbon monoxide alarms.
- 4.2.8 The Tenant must not cause an avoidable call-out by a contractor (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances).
- 4.2.9 The Tenant must attend any agreed contractor appointments.
- 4.2.10 The Tenant must not arrange contractors without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

4.3 The Property

- 4.3.1 Promptly notify the Landlord's Agent in writing by letter to the address in para 2.2, or by email to the address in para 1.2, when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any situation in the Property which may cause the Property not to be fit for human habitation.
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Clean the windows of the Property in a safe manner as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property or store them in any cellar or outside the main dwelling.
- 4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.
- 4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but are not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord.
- 4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any three-month period without the Landlord's consent.
- 4.3.11 Permit the Landlord and or the Landlord's Agent or others, after giving 24 hours' written notice and at reasonable hours of the daytime, to enter the Property:

- 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
- 4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or
- 4.3.11.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11.4 to take photographs for use in promoting the Property for sale or rental.
- 4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect works (except in case of emergency when access shall be immediate), the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent when possession of the Property is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.16 The Tenant must, except in the event of an emergency, ensure that when going outside the Property they have keys to regain access.
- 4.3.17 The Tenant must ensure that the keys are not kept or transported in such a way as the Property address can be identified if the keys are lost or stolen.
- 4.3.18 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from freezing weather. The tenant is responsible for using a suitable cleaning product to regularly clean off and kill any mould spores or mildew which may appear in the property to prevent their spread. The tenant agrees to pay attention in particular, but not exclusively, to the insides of cupboards and behind furniture and to ensure any problem is kept under control. Where there is excessive growth, this should be reported immediately to the landlord's Agent.
- 4.3.19 Not block ventilators provided in the Property.
- 4.3.20 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.21 Not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.
- 4.3.22 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.23 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.24 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.25 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.26 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.27 Not prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.28 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.
- 4.3.29 Not do any cutting or chopping directly on the work surfaces in the kitchen or mark the work surfaces in any way but to always use a chopping board for that purpose.
- 4.3.30 Not to cause damage to the property by the inappropriate drying of clothes or other articles, for example over radiators or doors which can lead to condensation and damage to surfaces.
- 4.3.31 Not hang coat hangers or similar over any doors. Such arrangements can mark the top of the door and the door frame. The Landlord reserves the right to repair, at the Tenant's expense, any doors where the finish has been damaged.

- 4.3.32 Where an oven grill is designed to be used with the door shut the Tenant shall not use the grill with the door open. Such use can cause damage to surrounding cupboards and the oven itself. The Landlord reserves the right to repair, at the Tenant's expense, any doors, units, drawer fronts or the oven itself where the finish has been damaged.
- 4.3.33 Toasters and kettles must not be used directly underneath kitchen wall units. Such use can cause damage to surrounding cupboards. The Landlord reserves the right to repair, at the Tenant's expense, any units, doors or drawer fronts where the finish has been damaged.
- 4.3.34 Not to introduce any waterbed into the Property without the Landlord's prior written consent, which will not be unreasonably withheld.
- 4.3.35 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord's Agent promptly if such control measures cannot be adhered to.
- 4.3.36 Not keep any cats or dogs on the Property. Not keep any other pet, animal, bird, reptile, fish, insect or the like on the Property, without the Landlord's consent.
- 4.3.37 If pets have been kept at the Property, ensure that the gardens are clear of all pet faeces, which must be disposed of in an appropriate manner and under no circumstances is to be left in any waste bin or similar container within the Property.
- 4.3.38 Not allow children to live in the Property, without the Landlord's consent.
- 4.3.39 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.40 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and, at their discretion, to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 4.3.41 If an open fire is present and permission has been granted for its use; be responsible for cleaning it at least once a year and within two weeks of the end of the tenancy.
- 4.3.42 The loft is not considered safe for the tenant to access or use as storage. The tenant could be injured by falling off the ladder or through the ceiling or through cables, pipes and other hazards on the loft. It is for insulation and services such as electrical cables and water tanks. Therefore the tenant agrees not to access the loft space at the Property or use it for storage or any other purpose.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property, subject only to the design and construction limitations of the building.
- 4.4.3 The Tenant shall not carry on any profession, trade or business at the Property including a "home business" as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section), nor allow anyone else to do so, without the prior written consent of the Landlord.
- 4.4.4 Not permit or suffer to be done on the Property anything that may constitute negligence, misuse or failure to act reasonably by the Tenant or any of their visitors or friends which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover), or which results in an insurance claim or increases the rate of premium for such insurance.
- 4.4.5 Not use, or suffer the Property to be used, for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Reside in the Property as their only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.9 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlord's Agent with reasonable notice.

- 4.4.10 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within seven days.
- 4.4.11 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.12 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.13 Ensure that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term.
- 4.4.14 Not leave food or other material around that will attract vermin. The Tenant agrees to take reasonable steps to eradicate vermin where they are not present through any fault of the Landlord.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Not to smoke (including vaping and shisha pipes) within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.
- 4.4.17 Not to make any changes to the electrical installation, for example by changing light fittings, switches or adding sockets. Any changes made in breach of this clause may compromise electrical safety and may require an electrical check and / or remedial works.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord does not provide any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys, access devices, remote controls and parking permits to the Property to the Landlord's Agent on the last day of possession (or sooner by mutual arrangement).
- 4.6.3 Return all the linen and blankets, bedding, carpets and curtains which have been soiled during the tenancy in the same condition as at the start of the tenancy (reasonable use thereof nevertheless excepted) as listed on Inventory.
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 The Tenant must keep the appointment to check the inventory at the end of the tenancy.
- 4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.
- 4.6.9 The Tenant agrees the Landlord or the Landlord's Agent may dispose of any goods left in the Property after the Tenant has vacated, in accordance with the Torts (Interference with Goods) Act 1977.
- 4.7 The Landlord may bring the tenancy to an end at, or at any time after the expiry of the fixed term by giving to the tenant at least two months' written notice stating that the Landlord requires possession of the property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 4.8 The Tenant may bring the tenancy to an end at, or at any time after the expiry of the fixed term by giving to the Landlord at least one months' written notice that the Tenant wished to vacate the property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one months' written notice must expire the day before a Rent Due Date.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation. If the Landlord or the Landlord's insurance does provide alternative accommodation then the Rent will remain payable.
- 5.4 That they is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow them to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 5.9 The Landlord agrees to fulfil their repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.
- 5.9.1 If there is a Gas installation in the property the landlord agrees to have a landlords annual gas safety certificate carried out by a qualified gas safe engineer.

6 Tenancy Deposit Protection Prescribed Information

- 6.1 The contact details for this scheme are as follows:

Name: The Deposit Protection Service
 Address: The Pavilions
 Bridgwater Road
 BRISTOL
 BS99 6AA
 Telephone number: 0330 303 0030
 Email Address: contact us@depositprotection.com
 Fax Number: The scheme does not provide one

- 6.2 Please see the attached Custodial Terms and Conditions from The DPS for further information. The information can also be found at www.depositprotection.com.
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the attached Custodial Terms and Conditions for further information.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the attached Custodial Terms and Conditions for further information.
- 6.6 The scheme offers free dispute resolution for deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applica

- 6.7 The Deposit value is as per clause 1.8.1.
- 6.8 The address of the Property is as per clause 1.5.
- 6.9 The contact details of the Landlord are as per clause 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 Information about any Relevant Person is in clause 1.1.4.
- 6.12 The reasons for possible deductions from the Deposit are listed in clause 1.8.
- 6.13 The Nominated Tenant for this tenancy will be Mr Aidan Emery John Walker. The parties forming the Tenant declare that the Nominated Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Nominated Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the Custodial Terms and Conditions of The DPS.

7 Special Conditions

- 7.1 It is hereby agreed that there are two parking bays allocated to this property which are situated to the right of the property (see map attached).
- 7.2 Notwithstanding Clause 4.3.36, it is hereby agreed that a DOG may be kept at the property (2 to 3 days per week). All carpets in the property must be returned to the Landlord at the end of the Tenancy as listed in the inventory, fair wear and tear accepted. Any damage to the property due to the dog must be put right at a cost to the Tenant.

No other pets can be kept on, or brought into the property without further written consent of your Landlord or his Agent. In the event of any nuisance being caused by the dog , either by noise, fouling or damage to communal gardens or way, "Notice" will be given for the removal of the dog.

It will be the Tenants responsibility to ensure that the dog remains with the garden and does not get through any the holes in the fence or dig a hole under the fence.

It is hereby agreed that the Tenant is responsible for clearing, on a regular basis all dog fouling in the garden and the grounds of the property.
- 7.3 It is hereby agreed that the code for the key lock at the property is 3110.
- 7.4 It is hereby agreed that WIFI is included in the monthly rental.

The Landlord or the Landlord’s Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant’s knowledge and belief.

SIGNATURE OF LANDLORD

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief.

