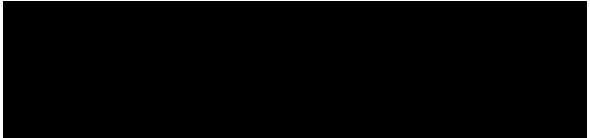


Barnsley Metropolitan Borough Council  
Place Directorate  
Economic Regeneration Planning & Building Control  
PO Box 634  
Barnsley

Your Ref: 2017/1051  
Our Ref: (P)AM.KS.RPA.KEE061.33  
Document No: wh23962490v1  
Date: 11 April 2019



Dear Sir

**Application for a non material amendment following a grant of planning permission, Proposed variation of condition 4 of planning permission 2017/1051, BMBC Asset IDE00546, Land off Willow Road, Thurnscoe, Rotherham, S63 0PG**

This letter is submitted as part of an application by Keepmoat Homes Limited, 'Keepmoat', for a non material amendment to planning permission 2017/1051, the 'planning permission', in respect of land off Willow Road, Thurnscoe, Rotherham, S63 0PG.

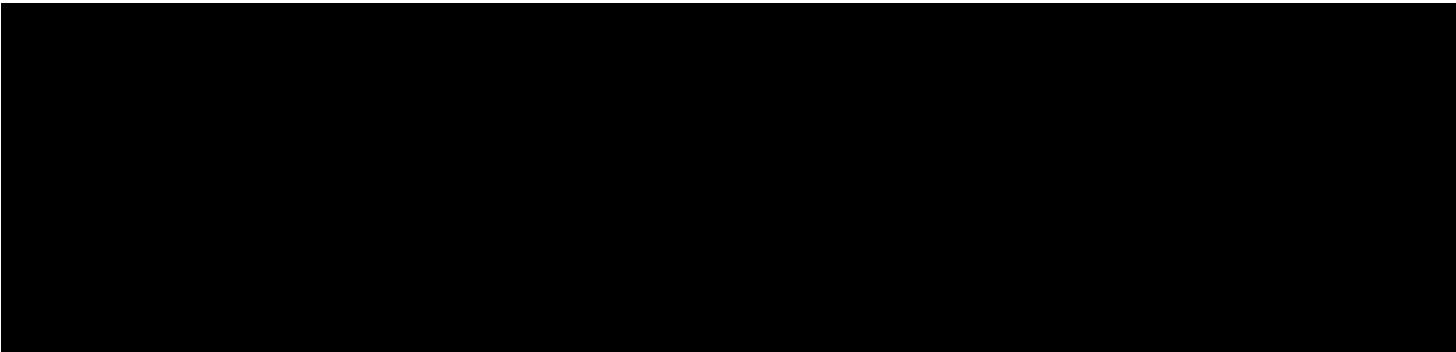
The planning permission is for the *"Erection of 129 dwellings (Phase 2), associated infrastructure and public open space (Full Consent). Residential Development (Phase 3) and associated infrastructure (Outline) – Hybrid Application"*.

This application proposes the variation of condition 4 of the planning permission.

Condition 4 of the planning permission states;

*"The affordable housing dwellings shown on Planning Layout Phase 2 Drawing (ref: 2238 02 Rev S ("the Plan")) shall not be used or occupied for any purposes other than affordable housing (as defined in the NPPF) other than:*

*a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;*



*b) any Chargee provided that if the Chargee wishes the affordable housing dwellings to be free from the restriction of use and occupation in this condition it shall first give not less than 30 working days notice to the Council of its intention and if the Council indicates within that period that it believes it can make suitable arrangements to secure the use and occupation of the affordable housing dwellings as affordable housing the Chargee shall use its reasonable endeavours to secure those arrangements*

*c) any purchaser from a mortgagee of any affordable housing dwelling pursuant to any default by the individual mortgagor*

*where Protected Tenant means*

*"any tenant who:*

*(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular affordable housing dwelling; or*

*(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular affordable housing dwelling; or*

*has been granted a shared ownership lease by a registered provider (as defined by the Housing and Regeneration Act 2008) (or similar arrangement where a share of the affordable housing dwelling is owned by the tenant and a share is owned by the registered provider) in respect of a particular affordable housing dwelling and the tenant has subsequently purchased from a registered provider all the remaining shares so that the tenant owns the entire affordable housing dwelling;*

*and Chargee means*

*"any mortgagee or chargee of the registered provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925."*

It is proposed to vary condition 4 to state;

*"The affordable housing dwellings shown on Planning Layout Phase 2 Drawing (ref: 2238 02 Rev S ("the Plan")) shall not be used or occupied for any purpose other than in accordance with the scheme for the provision of affordable housing which has been submitted to and approved in writing by the Local Planning Authority pursuant to Planning Condition 3."*

In February 2018 an application was submitted to discharge conditions 3, 5 and 22 – 37 of the planning permission and was considered under reference 2018/0184. By way of a letter dated 13 December 2018 the Council confirmed details to discharge a number of the conditions were acceptable, the letter stating;

*"I am pleased to confirm that the following is acceptable:*

- The Nomination Agreement and Heads of Terms : BMBC Social Landlord Framework Agreement signed and issued to the Council in relation to Conditions 3 and 4..."*

A copy of the Council's letter dated 13 December 2018 is **attached** herewith.

The wider context is that there is a Development Agreement between the Council and Keepmoat which provides for the delivery of a large site over 4 phases.

The planning permission applies to phases 2 and 3. Keepmoat are going to be building out phase 2 under a building licence from the Council. Phase 3 has not been drawn down as yet but will either be purchased by Keepmoat (as was Phase 1) or the Development Agreement will be varied and the Phase built out by Keepmoat under a building licence (as with Phase 2).

As part of contracts entered between Keepmoat and the Council there are covenants that within phase 2;

- The Council transfer plots within direct to plot purchasers;
- The Council transfer affordable units direct to the Registered Provider, here Places for People.

A contract has been exchanged with Places for People to provide the affordable housing. The form of transfer to be entered into between the Council and Places for People includes covenants to use the affordable units as affordable housing. Because grant levels for public sector housing are currently at their lowest levels in decades, Registered Providers, to continue to survive and support their development programme within the Council's area, must have confidence that they will be able to raise finance from banks and other financial institutions against any stock they are proposing to acquire. Sadly, Registered Providers, like other areas of the public sector, cannot rely solely on government finance and the dwindling levels of grant that are available from Homes England to support their development programme. Banks will substantially devalue a Registered Provider's affordable housing stock if there is an overly onerous condition purporting to regulate their tenure as affordable housing units. Therefore, unless condition 4 is varied from the planning permission, it will not be possible for the affordable housing units to be delivered on the site and delivery of any housing from the site as a whole will be at risk.

The applicant wants to build out the planning permission and deliver affordable housing in accordance with the agreed scheme. The applicant needs however to satisfy the prospective Registered Provider that their lenders will be satisfied in relation to the form of the planning permission. This application therefore seeks the variation of condition 4 of the planning permission. The objective of the application is to support a transfer of the affordable housing stock to a Registered Provider thereby securing the delivery of affordable housing. There can be certainty that the affordable housing will be delivered and retained in perpetuity this control being provided by the covenants to which the Council is a party. The above being the case the variation of condition 4 of the planning permission is required.

Yours faithfully



Enclosure(s)



**BARNSLEY**  
Metropolitan Borough Council

**Planning & Building Control Service  
Development Management  
Westgate Plaza  
PO Box 634, Barnsley, S70 9GG  
Head of Service: Joe Jenkinson**

My Ref: 2018/0184  
Your Ref:  
Date: 13<sup>th</sup> December 2018

Dear [REDACTED]

**Discharge conditions 3, 5 and 22 - 37 of 2017/1051 - Erection of 129 dwellings (Phase 2), associated infrastructure and public open space (Full Consent). Residential Development (Phase 3) and associated infrastructure (Outline) - Hybrid Application  
Land BMBC Asset ID E00546, Land off Willow Road, Thurnscoe, Rotherham, S63 0PG**

Thank you for your application to discharge conditions on application 2018/0184 relating to Phase 2. I am pleased to confirm that the following is acceptable:

- The Nomination Agreement and Heads of Terms: BMBC Social Landlord Framework Agreement signed and issued to the Council in relation to Conditions 3 and 4;
- The letter issued by BT in relation to High Speed Broadband required by Condition 22;
- The sales cabin details as provided for Condition 26;
- The details agreed to minimise noise and dust pollution resulting from construction works are required by condition 32;
- The tree protection details as require by condition 33;
- The landscape management plan provided in relation to condition 36;

and that these conditions are now discharged in relation to phase 2. Please note that additional information will be required prior to commencing phase 3 of the development approved under this planning application.

**CUSTOMER  
SERVICE  
EXCELLENCE**



**PO Box 634, Barnsley, South Yorkshire S70 9GG**

With regards to conditions 27 (Condition Survey), 29 (Travel Plan) and 30 (Construction Method Statement) I am still awaiting confirmation from our Highways Team and will respond asap.

Conditions 5, 23, 24, 25, 28, 31, 34, 35 and 37 require compliance but do not require formal discharge.

Yours sincerely

