

Proof of Evidence

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Avison Young

July 2019

THE LONDON BOROUGH OF BARNET (WEST HENDON REGENERATION AREA) COMPULSORY PURCHASE

ORDER (No 3) 2018

REFERENCE: APP/PCU/CPOH/N5090/3218378

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Appendix I CPO3 Negotiation Schedule, July 2019

Prepared By: Virginia Blackman

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For and on behalf of GVA Grimley Limited t/a Avison Young

1. Introduction

- 1.1 My name is Virginia Heloise Blackman. I hold a BSc(Hons) in Rural Estate and Land Management, I have been a Member of the Royal Institution of Chartered Surveyors since November 2000 and am a Registered Valuer. I am a Principal and National Head of the Site Assembly and Compulsory Purchase team at Avison Young.
- 1.2 Avison Young is one of the leading property consultants in the UK with offices in London, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Dublin, Belfast, Leeds, Newcastle, Liverpool and Manchester. Avison Young currently comprises 1,600 staff with an annual turnover in excess of £150,000,000 in the UK and over 5,500 staff worldwide. Avison Young purchased GVA on 1 February 2019, and all references to Avison Young prior to that date refer to the predecessor firm, GVA. The team working on this project remain the same both prior to and following 1 February 2019.
- 1.3 The firm offers a wide range of property advisory services including property and asset management, transactional services, professional and consultancy advice. The site assembly and compulsory purchase team forms part of the Planning, Development & Regeneration Division, and is involved in a number of significant development, regeneration and infrastructure schemes using compulsory purchase powers.
- 1.4 I have advised and am currently advising acquiring authorities and developers involved in mixed use and town centre developments including High Road West Tottenham, Tottenham Hale Town Centre, The Alton Estate in Roehampton, The York Road and Winstanley Estate at Clapham Junction, The Green, Southall, Aylesbury Estate Southwark, Hartropp & Lannoy Point, Northern Quarter Portsmouth, Chester Northgate, Highcross Leicester, Liverpool One, Warrington Golden Square and The Landing Maidenhead. My team is currently advising acquiring authorities and developers on housing led projects across London, including West Hendon.
- 1.5 Avison Young has been instructed by Barratt Metropolitan Limited Liability Partnership (the Developer) to provide advice in respect of site assembly including compulsory purchase for the Scheme. Avison Young also owes LB Barnet a duty of care in undertaking negotiations to acquire property interests and they are able to rely on our advice in this matter. My evidence, therefore, is given on behalf of both the Council and the Developer.
- 1.6 As a Chartered Surveyor acting as an Expert Witness in a Public Inquiry I am required to include in my evidence a declaration that my evidence is produced in accordance with the Royal Institution of Chartered Surveyors' Practice Statement on "Surveyors acting as Expert Witnesses (Fourth Edition) 2014". This is included at the end of my evidence.

2. Scope of Evidence

- 2.1 In my evidence I will:-
- 2.2 Demonstrate the need for all relevant land and rights within the Order.

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- 2.3 Provide an overview of the Statutory Compensation Code and how the statutory framework operates to compensate affected parties.
 - 2.4 Describe aspects of the resident offer which fall outside of the Statutory Compensation Code.
 - 2.5 Provide an overview of interests which have been acquired by agreement.
 - 2.6 Demonstrate how reasonable efforts have been made to acquire remaining third party interests within the CPO.
 - 2.7 Explain the acquisition of rights over open space in Plot 3, and why no replacement land is required.
 - 2.8 Respond to any objections made that relate to the areas covered in my evidence.

3. The need for the inclusion of all the land & interests

- 3.1 The need to acquire all of the land included in the Order arises from the Council's objectives and policies that seek the comprehensive redevelopment of the area known as West Hendon Estate and West Hendon Broadway which I refer to as the Regeneration Project. The detail of such policies and objectives are dealt with by Mr Dillon in his proof of evidence at section 2. The Order Land and new rights identified are required to secure the delivery of the Scheme.
- 3.2 As part of the process to deliver the Scheme the Developer submitted a hybrid planning application in March 2013. The Scheme is described in the Project synopsis and at section 3 of the evidence of Mr Heyns. Planning Permission (CDB.37) was granted on 20 November 2013 following the completion of a Section 106 Agreement, (CDB.36).
- 3.3 The Council and the Developer own the freehold interest in a significant part of the Order Land and adjoining estate. Plan 13 within the Book of Plans shows the Council's freehold ownership shaded green and their leasehold land shaded yellow, with freehold interests in land owned by the developer shaded purple and freehold land owned by Metropolitan Housing Trust shaded blue.
- 3.4 However, there are a significant number of third party interests identified in the Order Schedule - over 300 third parties who own a freehold or leasehold interest, or are tenants and occupiers, or where the acquisition of new rights is required. In light of the number of interests required I believe that it is unlikely that the Developer or the Council will be able to acquire all the necessary interests by agreement, within a reasonable timescale, without the exercise of compulsory purchase powers.
- 3.5 The extent of the land and new rights required for the Scheme has been a product of careful consideration by the Council, the Developer and both parties' professional teams. There has been a process of refining the extent of the land and rights necessary which has included a series of meetings and site visits to ensure that only such land and rights as are necessary for the delivery of the Scheme have been included in the Order.

- 3.6 I have illustrated the need for all the Order Land and new rights by Plan 14 within the Book of Plans. This shows the 2013 permission boundary (edged dashed green), the Phase 5&6 boundary edged blue, and the Order Land shaded pink (land to be acquired) and blue (new rights). It illustrates that in order for phases 5&6 of the Scheme to be delivered as permitted in the 2013 permission, all interests and new rights identified in the Order are required to facilitate its implementation.
- 3.7 Accordingly confirmation of this Order as submitted is necessary to ensure that the Scheme can be delivered. Other witnesses will also demonstrate the need for the Order Land and rights in the context of planning policy and Scheme design.
- 3.8 The Council also considers that the public interest that is to be served by the Scheme and the wider social, environmental and economic benefits to be realised as a result of the regeneration proposals outweigh the necessary interference with the human rights of those with interests in and rights over the Order Land. This is considered in further detail in the evidence of Mr Bailey at paras 8.15 – 8.22.
- 3.9 In conclusion, the Council has considered carefully the exercise of its compulsory purchase powers and has determined that this is necessary and justifiable in the public interest to enable the Regeneration Project to be delivered as a comprehensive whole and in accordance with their policies and aspirations. I endorse this view. In my experience the assembly of large sites within existing residential areas where there are many and complex ownerships can only be resolved satisfactorily by the use of compulsory purchase powers.
- 3.10 The Council therefore, believes that a fair and proportionate balance has been struck between the interests of those whose rights will be affected and the community as a whole.

4. The Requirements of Government Guidance

- 4.1 In March 2018, the Ministry of Housing, Communities and Local Government (MHCLG) published revised Guidance on the Compulsory Purchase Process and the Crichel Down Rules, ('the 2018 Guidance'), replacing the October 2015 Guidance on the same subject published by DCLG. In preparing and making the Order, the Council and the Developer have ensured that the 2018 Guidance has been followed.
- 4.2 The Guidance includes policy advice in respect of attempts to acquire all third party property and rights included within the Orders by agreement.
- 4.3 Section 2 (second paragraph) of the Guidance states that the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement. Where land is being acquired by agreement, compensation should be paid as if it has been compulsorily purchased, unless the land is already on offer on the open market.
- 4.4 Section 3 (last paragraph), states that in order to reach early settlements, public sector organisations should make reasonable initial offers and be prepared to engage constructively with claimants about relocation issues and mitigation works and accommodation works where relevant.

- 4.5 Section 17 (first paragraph) sets out the benefits of undertaking negotiations in parallel with preparing and making a compulsory purchase order. It advises that Acquiring Authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued except where land ownership is unknown or in question.
- 4.6 Section 19 states that Acquiring Authorities should consider;
- offering to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead including the right to refer the matter to the Upper Tribunal (Lands Chamber) if an agreement cannot be reached.
 - offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate.
 - providing a “not before” date, confirming that acquisition will not take place before a certain time
 - where appropriate, consideration should be given to funding landowners’ reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition.
- 4.7 In section 5 below, I set out further information on the overall approach and compensation principles underlying the negotiations undertaken, and in section 6, have provided further detail of these negotiations, together with the schedule at Appendix 1. I demonstrate how the Guidance has been followed in preparing for and making these Orders.

5. Compensation principles and the framework for undertaking regulations

Human Rights and the Statutory Compensation Code

- 5.1 The Human Rights Act 1998 (“the Act”) incorporated into the UK domestic law the European Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention rights”). A number of Convention rights are engaged in the context of a compulsory purchase because compulsory purchase involves appropriating someone’s private property rights.
- 5.2 The domestic and European courts have recognised that regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole. Providing those with land taken or affected with the appropriate compensation for their losses constitutes a key aspect of ensuring a fair balance has been struck.
- 5.3 The Statutory Compensation Code (the Code) provides the framework by which compensation is assessed to ensure the right compensation is paid to those affected. The Code is made up of legislation and case law which has developed over the preceding 150 years or so. The Code provides a set of legal principles which ensures a consistent and fair approach is taken to the assessment of losses.

5.4 The key overarching principle of the Code is that the claimant should be put in the position they were prior to the acquisition, so far as money can. This involves determining what losses are attributable to the scheme and what would be likely to have happened if the scheme did not go ahead. In summary the Code provides for a number of different types of compensation:

- Market value of the property or land acquired
- A statutory loss payment linked to the value of the land or size of the building
- Any disturbance costs resulting from the acquisition eg the reasonable costs of moving home or a business
- Reimbursement of reasonable professional fees

5.5 The courts have determined that the Compensation Code mitigates the potential conflict between the Convention and appropriation of property rights. Statutory compensation therefore constitutes a key aspect of ensuring a fair balance has been struck between the competing interests of the individual and of the community as a whole.

Quantum of compensation

5.6 Whilst the quantum of compensation offered is not a matter for the Inquiry, the Guidance requires substantive attempts to be made to acquire land interests by agreement. To undertake substantive negotiations it is necessary to ensure that affected parties are offered at least the quantum of compensation they would be entitled to on acquisition through compulsion. To do otherwise would provide little incentive for landowners to reach agreement.

5.7 It is not necessary and would not be reasonable to expect the promoter to offer a level of compensation in excess of that provided by the Code. Instead the Code provides a framework for the assessment of compensation which can also be used to guide negotiations. In some instances wider project benefits do arise from reaching agreement at an early stage, and in those instances it is reasonable to reflect this in the level of the offers to acquire.

5.8 To calculate the quantum of a reasonable offer to acquire the Code requires me to take account of the approach the market would generally take in determining market value of the properties to be acquired.

Marsh Drive

5.9 The Inspector in her report into CPO1 (CDA.19) stated at IR:584 that “some occupiers clearly take significant pride in their homes but this, the relative spaciousness of those homes, or the ramped accessibility of many do not compensate for the fundamental design issues which need to be addressed.” It is these fundamental design issues, as well as many other factors, of which the general property market takes account in determining the value of the properties. Whilst the CPO2 Inspector did not directly address this matter, she confirmed at IR:407 that whilst Cllr Langleben had raised concerns over shortcomings in the valuation process for CPO1, he was satisfied that these had been overcome and she agreed with that conclusion.

5.10 In my experience it is common to find that social housing estates similar to West Hendon represent low value islands which the market treats very differently to other nearby properties, particularly where the residential properties are of non-standard construction and are within large multi-unit blocks. The market applies a

discount in comparison to properties within the wider locality due to the fundamental design issues and also the likely costs associated with undertaking repair or major works if not regenerated. The impact on value of standalone houses of standard construction is more limited, albeit there is often an impact on value through being part of an estate rather than a standard street property.

- 5.11 Properties of non-standard construction such as those dwellings in Marsh Drive are not readily mortgageable in the general market. This results in a significantly smaller pool of potential purchasers, often limited to cash rich investor owners. In considering the value of a property the investor market generally takes account of the likely return on investment, which for such properties is limited by the rental income obtainable and likely costs of undertaking major or repair works. Due to all of these factors, they tend to increase in value at a rate that is below the market average rate.
- 5.12 Since taking over management of acquisitions following the CPO1 inquiry, Avison Young has managed an independent valuation exercise between leaseholders and the Developer / Council covering all of the flats within Marsh Drive. In undertaking this exercise, detailed information regarding approach to the assessment of compensation was submitted by the leaseholders' surveyor and Avison Young. The independent valuers took account of the evidence and the differing opinions before forming a view as to the appropriate market value of the properties. This exercise ultimately resulted in reaching agreement to acquire 33 out of 34 of the residential units in phase 3b, and 34 out of 34 within phase 4.
- 5.13 Offers to acquire the majority of the estate properties in phase 5 & 6 are based on the outcome of the independent valuer exercise. The standalone houses within Marriots Close have been valued with reference to comparable properties in the market. Avison Young regularly undertakes a review of the market to determine whether any variation to the offers would be appropriate. If we do not manage to reach agreement on the level of compensation, it can be independently determined by the Upper Tribunal (Lands Chamber).

Other interests

- 5.14 The Order includes a considerable number of other third party properties and/or interests. My team and I have considerable experience in valuing and acquiring such properties, acting on behalf of acquiring authorities and also claimants. Consequently, we are well placed to take forward these negotiations and acquisitions. My team has been successful in reaching agreement on all of the compensation claims within CPO1 (West Hendon Broadway), and we have also reached agreement on 8 out of 14 non-estate properties within CPO2 and CPO2a. Attempts to acquire the interests in CPO3 continue, and my team will continue to review the market evidence and if necessary update our offers to acquire as appropriate. As set out in section 7, my team has continued to negotiate in respect of properties within CPO3, and an update is provided at para 7.7.

Discretionary offers

- 5.15 Aspects of the offers made to leaseholders fall outside of the requirements of the Code. These additional discretionary elements have been offered to leaseholders for a variety of reasons, but their overarching purpose is, firstly, to reach agreement with leaseholders to acquire their properties in advance of the Order,

and, secondly, to support the retention of the existing community throughout the Regeneration Project and beyond.

Shared equity

- 5.16 The Council and Developer have created a shared equity scheme, the structure of which is bespoke to this scheme. It was designed to be affordable for residents and has proved popular with residents who have relocated.
- 5.17 Eligible leaseholders, essentially those who occupy their homes and acquired their property prior to the commencement of the scheme, are able to access the shared equity scheme. (see policy detail at Appendix 2 of Mr Smith's evidence). The scheme allows leaseholders to invest the market value of their home and statutory Home Loss payment in a new home on the estate. As the new properties are more valuable than the existing homes, the remainder of the equity is held by Metropolitan and Thames Valley Housing Trust (MTVH) by way of a charge over the property. Leaseholders are not required to make any repayments, or pay any rent or interest on MTVH's equity charge. Instead when owners come to sell the property they are simply required to repay the MTVH equity charge based on the percentage of the equity initially charged. Consequently those taking shared equity are able to live in a home of a value significantly higher than their existing property without having to incur the additional costs which would ordinarily be associated with such purchase.
- 5.18 The Code provides for the appropriate level of compensation necessary to mitigate the impact of compulsory acquisition on Convention rights. However the Code includes no requirement to provide shared equity homes. The benefit leaseholders obtain from the shared equity scheme is therefore considerably in excess of compensation the legislation deems necessary to mitigate the impact of the orders on Convention rights from a compensation perspective.

Major works costs

- 5.19 In 2014 a major electrical upgrade was carried out to the rising mains in Marsh Drive, which was necessary to ensure a safe supply of electricity was available to the flats. The Council was obliged to undertake this work due to its contractual obligations as landlord and for safety reasons. Without undertaking this work I understand there was significant risk of the power supply being disconnected for safety reasons.
- 5.20 Under the terms of their lease, leaseholders are obliged to pay for a proportion of these works and they would of course benefit from the works, ie having a safe and secure electricity supply to their flat.
- 5.21 When buying property and determining value, the market generally takes account of any outstanding major works cost or liability and makes an adjustment to the value to reflect any outstanding costs or works. For example, if we assume there were 2 identical properties for sale, but that one was subject to an outstanding major works bill of say £10,000, the market would generally reflect this in offers made. This might include asking the vendor to discount the price to reflect these major works costs, or alternatively the vendor paying off these costs from their proceeds of the sale, thereby reducing their net receipt.

- 5.22 The Council and Developer have agreed to write off or refund any costs associated with these electrical repair works where leaseholders reach agreement to sell their property. This offer is additional to the Council's statutory obligations and is offered to provide an incentive for leaseholders to reach agreement, and to assist in securing alternative homes either within the shared equity scheme or elsewhere.

Council mortgage powers

- 5.23 Local authorities hold mortgage lending powers, but these powers are generally little used. Where parties have particular difficulties in securing access to the mortgage market (eg on account of age or income flow) the Council will consider using these powers. In phase 3a the Council made use of its mortgage lending powers so a resident leaseholder and their family could access the shared equity scheme and remain within the community in a new home with an additional bedroom.
- 5.24 This leaseholder and their family had particular needs, and possessed protected characteristics under the Equalities Act. The use of the Council's mortgage lending powers mitigated the impact of the scheme on this family.

Reversion to secure tenancy

- 5.25 Leaseholders also have the option to revert to a Council secure tenancy and move to a new property on the estate. This offer is targeted at those resident leaseholders who acquired their property after the commencement of the Regeneration Project, so as to provide them with an opportunity to remain within the community. This group of leaseholders were excluded from the shared equity scheme by exercising their "Right to Buy" after the commencement of the project whilst acquiring their home at the discounted "Right to Buy" sale price.
- 5.26 The Code provides for any leaseholders in this position to receive statutory compensation for the acquisition of their property, and this compensation is not discounted to reflect the Right to Buy purchase discount. Due to the relatively low value of the residential units on the estate, leaseholders in this position will have limited relocation options if they wish to remain in the area and cannot afford or secure a mortgage. Such options will be likely to be limited to the purchase of a property within another social housing estate.
- 5.27 The option to revert to a secure tenancy will allow a leaseholder to remain within the community if they are unable to afford to relocate locally and do not wish to relocate elsewhere. However there is no statutory right permitting this reversion in the Code and the leaseholders' compensation payment will be likely to exceed the maximum amounts within the Council's Housing Allocations Policy criteria, so they would not qualify for a secure tenancy.
- 5.28 Therefore, to access the secure tenancy, the leaseholder will need to agree to a net reduction to their compensation to reflect the benefit of a secure tenancy. This is because the secure tenancy will provide the leaseholder with the long term benefit of a discounted social rent for which they are not eligible when assessed against statute and the Council's general housing allocations policy, due to their financial position.

6. Undertaking negotiations

- 6.1 Avison Young was instructed to commence negotiations to acquire third party interests required to deliver phases 5 & 6 in March 2017. Since that date, on behalf of the Developer and the Council, we have undertaken substantial negotiations to acquire properties by agreement prior to making the CPO. Undertaking substantive negotiations does not simply involve making offers to acquire properties. Instead it involves engaging with affected parties, considering and addressing other concerns they may have regarding the scheme, acquisition or relocation, whilst seeking to acquire their property by agreement.
- 6.2 My team is currently undertaking negotiations to acquire interests within the Order Lands. As outlined at para 5.15, these negotiations are guided by the principles of the Code and also include additional discretionary elements which exceed the requirements of the Code. These measures are offered in to assist in retaining the community and encourage parties to reach agreement.
- 6.3 Despite the shared equity offer some eligible residents make a choice to relocate elsewhere, for a variety of personal or family reasons.

7. Update on negotiations

Estate residential properties

- 7.1 The history of negotiations underlying the Regeneration Project and Scheme is set out in section 7 of the Project Synopsis. At the commencement of preparations for CPO3, 48 long leasehold or freehold interests remained in Marriott Close and Marsh Drive.
- 7.2 MTVH sent letters in April 2016 to all the properties on the estate that were in Phases 5 & 6 asking the owners whether they wanted to dispose of their properties early. 15 initially accepted the offer and Avison Young commenced discussions with these parties in May 2017. In September 2018, Avison Young wrote to all freeholders and leaseholders on the estate advising that preparations for making CPO3 were being undertaken. The letter advised that the Council were keen to acquire by agreement and invited freeholders and leaseholders to contact Avison Young to arrange an inspection to assess the market value of the property. On 6 February 2019, Avison Young sent a letter to all freeholders and leaseholders inviting them to contact Avison Young to discuss the acquisition of their property. This was followed up by a door-knocking exercise on the 14 February with the purpose of making contact with those who had not responded to date and had not appointed an agent to represent them. A summary of negotiations is set out in the schedule at Appendix 1 and I set out our approach below.
- 7.3 Some difficulty has been encountered contacting a number of owners, in particular investment owners, where occupiers have not passed letters and official requisitions to their landlord or the landlord has not set up mail forwarding arrangements, or where addresses have not been updated on the Land Registry. Such contact issues have prevented earlier progress for some properties within this phase. We have written to all known addresses and undertaken a door knocking exercise but to date we have 12 parties with whom we have not commenced negotiations. We will continue to try to make contact by sending letters and undertaking further door-knocking exercises.
- 7.4 Approximately 50% of leaseholders have now instructed Dan Knowles of Sawyer Fielding to act on their behalf and therefore negotiations regarding those properties have taken place concurrently rather than

treating each case in isolation. He represented a number of owners within the previous phase, and was part of the Independent Valuer process carried out in respect of properties within Phase 3b, subsequently used within phase 4 and referenced at para 5.12 above. A further 3 leaseholders have appointed alternative agents.

Approach to offers

7.5 The estate residential properties within CPO3 fall into 3 typologies:

- 1 bedroom flats
- 2 bedroom maisonettes
- 3 bedroom houses

7.6 System built and estate homes generally have common dimensions and layouts subject to some slight variations and modifications undertaken by owners. As explained at paragraph 5.12 an independent valuation was undertaken which provided average values for each typology. Adjustments are then made to take account of the condition of units and other relevant valuation considerations. Negotiations have been undertaken and offers made on a fair and consistent basis. Where claimants have particular needs or adaptations to their property, these were taken into account in making offers to acquire.

7.7 Since opening negotiations, 10 properties have been acquired with agreement reached on a further 11 properties. Of these, 7 owner occupiers have agreed to acquire or have already moved to surplus CPO2 shared equity homes. A number of properties that we have commenced negotiations with have decided not to progress discussions at this time because they would like to make use of the next phase of Shared Equity properties.

7.8 Negotiations to acquire the remainder of the estate residential units continue. Details of negotiations are included in the schedule at Appendix 1.

Canal and River Trust Plots 2,3,4,5, 89

7.9 Land and rights are required adjacent to and over the Silk Stream to the north of the Welsh Harp to enable the construction of the bridge across the Silk Stream to connect the estate with the West Hendon Playing fields and open space to the West of the Welsh Harp Reservoir, as well as land adjacent to Cool Oak Lane. Negotiations have been undertaken to acquire the land and rights by agreement. Heads of Terms have been agreed and passed to lawyers for documentation.

7.10 Following this, we expect the objection to be withdrawn prior to the opening of the Inquiry.

7.11 Details of the negotiations are set out in the schedule at Appendix 1.

Other Landowners

7.12 Where rights are sought which have limited impact (eg oversailing) landowners have not responded or initial discussions have alleviated their concerns without any formal agreement being required.

8. Open Space

- 8.1 Part of the land required for the construction and maintenance of the new bridge is within the area designated as the Silk Stream, a part of the Welsh Harp Reservoir, and the public may have access over the area of the water. Plot 3 may therefore be considered as public open space, although any public access may be constrained by the existing Cool Oak Lane Bridge, lack of access via Silk Stream Bridge at the northern end of the reservoir, and the management of the Site of Special Scientific Interest (SSSI).
- 8.2 Rights only are required over this plot of land coloured blue on the Order Plan and Schedule 3 paragraph 6 the Acquisition of Land Act 1981 applies. Therefore the Secretary of State will be asked to certify, in accordance with paragraph 6(1) (a), that the land, when burdened with the proposed rights, will be no less advantageous to the landowner and the public.
- 8.3 As only rights will be acquired, no replacement land will be required.

9. Responses to objections

- 9.1 The Secretary of State has received three objections against the confirmation of the Orders and copies of these are at CDD.01. I set out below my response to these objections where the objections fall within the areas covered by my evidence.

Objection 1 - Petition Objection submitted by Jasmin Parsons (Plot 18)

- 9.2 An Objection dated 12 November 2018 (submitted by email dated 7 January 2019) has been submitted by Jasmin Parsons. This includes a petition which has been signed by 24 residents who are included in CPO3, 8 residents still living in properties included in CPO2, 12 residents living in the new development and a further 20 people living in the surrounding area. This objection sets out a number of grounds, including those to which I respond below:

No compensation for Disruption

- 9.3 The objection states that no discussions have been held on the compensation that residents on and surrounding the estate should have received to compensate for the disruption and upheaval that has been caused
- 9.4 All residents affected by the Scheme are entitled to statutory compensation for acquisition of their interest, or being displaced as part of the Scheme. In addition, the Council and the Developer have implemented an enhanced resident rehousing offer, as set out in paragraph 5.17.
- 9.5 The Developer has agreed a Construction Management Plan with the planning authority as set out in paragraph 13.5 of the Statement of Case (CDA.09), and this is the process by which impact of construction on existing residents and the surrounding area is managed.
- 9.6 Neither the Council nor the Developer consider it necessary or appropriate for further compensation to be paid to existing residents in relation to the Scheme.

Tenants forced from the Estate

- 9.7 The objection states that the estate is in a prime location, that tenants have been forced from the estate and no new council tenancies are available.
- 9.8 All secure tenants within the Scheme are entitled to a new tenancy on the estate. This can be either a tenancy from MTVH or a tenancy from the Council. Council non-secure tenants were offered units on the Estate as temporary accommodation after the commencement of the Regeneration Project. This is why they have limited security of tenure and why they were not offered a right to remain on the Estate. The use of housing on the Estate as non-secure accommodation allowed the existing stock to perform a useful albeit temporary function.
- 9.9 It is accepted that many of these residents may now consider themselves part of the local community. Prior to terminating leases the Council will assess residents' circumstances against the Council's housing allocations policy. This is a policy applied consistently across the Borough which was prepared and is implemented in light of the Council's Housing and Equality Act obligations. Where residents are identified as eligible for housing assistance this will be provided.
- 9.10 All non-secure tenants relocated from Phase 3a,3b,3c and 4 who were eligible for housing assistance were offered this, and the majority were rehoused within the Borough, many with greater security of tenure as set out in paragraph 10.21 of the Statement of Case [CDA.09]. Within Phases 5 & 6, the Council will attempt to relocate non secure tenants within the local area; however, this cannot be guaranteed because relocation will be dependent on their assessed housing need and availability of alternative accommodation and the timing of relocation.
- 9.11 At IR:596 (CDA.19) the CPO1 Inspector, in considering the approach to non-secure tenants in Phase 3b, identified the use of use of vacant accommodation for non-secure tenants as practical for maintaining activity/use and providing homes. At IR:597 (CDA.19) the CPO1 Inspector highlighted that an alternative approach would only serve to encourage abandonment of the buildings. The CPO2 Inspector noted this policy at IR:401 (CDA.12) and that the Council seemed to be taking its responsibility for the well-being of the non-secure tenants seriously. At paragraph IR:406 (CDA.12) the CPO2 Inspector concurred with the view of the CPO1 Inspector that on the matter of the non-secure tenants, no case had been put forward that was so compelling as to indicate the CPO should not be confirmed.

The Pledge

- 9.12 The objection states that the current Scheme does not comply with the Pledge.
- 9.13 Paragraphs 11.20 – 11.22 of the report to Cabinet dated 30 August 2005 (CDA.25) and an undated newsletter to residents (CDA.30) refer to a pledge made by the Council and Metropolitan West Hendon (former name of the developer prior to the appointment of Barratt Homes) in relation to the 2008 Scheme proposals.
- 9.14 The changes in the economic climate required a revision of the 2008 redevelopment proposals to secure the regeneration of the area. However even following the changes to the Masterplan the majority of assurances provided to residents remain.

- 9.15 I am satisfied that the rights of residents will be protected. It is however no longer possible to fulfil all of the assurances previously made. The Council has confirmed that all existing secure tenants in occupation will be offered a new property within the Scheme. Shared equity options will also be available to existing resident leaseholders (subject to qualification criteria).
- 9.16 The CPO1 Inspector set out her conclusions on this issue at IR:597 (CDA.19) and concluded that the pledge could not be met in full due to changes in the Scheme and the time which has elapsed since the pledge was made. She noted that a number of the pledge contents were being met and concluded that it should only be taken to apply to those residents who were living on the estate when it was made. The CPO2 Inspector at IR:410 (CDA.12) advised that she agreed with the Inspector and Secretary of State for CPO1 that leaseholders were being treated fairly.

York Park

- 9.17 The objection states that the Scheme is being built on an area known as 'York Memorial Park'.
- 9.18 There is no evidence that York Park was designated as a Memorial. It appears that a memorial service was held in 1950 but there is no evidence of any such activity taking place in York Park or elsewhere since then. Since 1945 parts of the park have been built on.
- 9.19 The CPO1 Inspector at IR:623 concluded that there was nothing before her to indicate that York Park is registered as a park or garden which has a specific heritage designation.
- 9.20 Although a part of the park will be built on, the improvements proposed as part of the Scheme will enhance it rather than detracting from its use as a park.
- 9.21 Consultation on the Scheme was undertaken as part of the planning process providing people with the opportunity to make representations against the development of York Park. No objections were received in respect of Phases 5 & 6.

Compliance with government guidance

- 9.22 The objection states that the Council has not complied with various sections of the ODPM Circular 06/2004.
- 9.23 The objection states that the Statement of Reasons does not meet the requirements of Appendix R of the Circular (now Section 11 of the 2018 Guidance) and therefore the Acquiring Authority has failed to make a 'compelling case in the public interest'
- 9.24 Paragraphs 8.5 to 8.21 of the Statement of Case (CDA.09) explain how the Scheme will deliver social, environmental and economic benefits to the area. The provision of a minimum of 28.6% of the total number of new housing units as affordable housing, a new two-form entry primary school and community centre facility will contribute to the social well-being of the area.
- 9.25 The improvements to (i) the access and management of the Welsh Harp Reservoir and open spaces; (ii) the highway network; (iii) public realm; (iv) housing provision in terms of both quantum & quality, will all contribute significantly to the environmental well-being of the area. The construction of the Cool Oak Land and Silk Stream Bridge will provide direct and safe access routes to the open space and sports facilities on

the west side of the Welsh Harp Reservoir contributing to the improved social well-being of the estate. Enhancements to the retail and commercial floorspace through the provision of new shops, leisure facilities and cafes, when considered alongside the variety of job opportunities that will be available to local residents, will also make an important contribution to the achievement of well-being objectives.

- 9.26 The highway/infrastructure and public realm improvements associated with the Scheme will provide an impetus for the wider regeneration of the West Hendon area, thereby also improving social, environmental and economic wellbeing.
- 9.27 The CPO1 Inspector considered wellbeing at IR: 583-608 (CDA.19) and the Secretary of State accepted those findings at DL:13 – 20 (CDA.20). In summary, the Secretary of State concluded that CPO1 would “contribute significantly to the economic, social and environmental wellbeing of the area”, and this Order will make an equally significant contribution towards that wellbeing. The CPO2 Inspector considered the well-being benefits of the Scheme at IR:60-127 (CDA.12) and concluded at IR:128 (CDA.12) that “There is no reason for this Inspector to take any different view” from that of the Secretary of State on CPO1.
- 9.28 In addition, the objection states that the Statement of Reasons does not contain sufficient information on the cost of the Scheme and how it will be funded. The Council has set out at section 6 in the Statement of Reasons how the Scheme will be funded and delivered, and confirms how previous phases of the Scheme have been completed by the Developer.

Human Rights

- 9.29 The Objection states that the Acquiring Authority has failed to comply with paragraph 17 of the ODPM Circular 6.2004 Compulsory Purchase and Crichel Down Rules (the Circular). This is now set out in Stage 2 Paragraph 12 and 13 of the Government Guidance on Compulsory Purchase Process and the Crichel Down Rules February 2018 (the Guidance) (CDC.03).
- 9.30 For the reasons given in Section 9 of the Statement of Case the Council considers that in making the Orders it has struck a fair and proportionate balance between the interests of those whose Convention rights will be affected and the wider public interest.
- 9.31 Statutory Compensation will be paid to all affected parties following the acquisition of their interest(s). This will be governed by the requirements of the Compensation Code. Furthermore, the proposed shared equity scheme will offer eligible residents the opportunity to continue to live on the estate, and substantially exceeds the statutory requirements.
- 9.32 In respect of the shared equity scheme the CPO1 Inspector concluded at IR:603 that “the take-up ratefor those seeking to remain... suggests that the price rises...are not considered to be prohibitive” (CDA.19). The Council and Developer will continue to ensure the shared equity scheme remains affordable to provide resident leaseholders with the opportunity to remain within the community.
- 9.33 The CPO1 Inspector considered human rights at IR:634-637 (CDA.19) and concluded that “the interference with human rights would be proportionate”. Those conclusions were accepted by the Secretary of State at DL:24 (CDA.20). The Secretary of State in confirming CPO1 stated at DL27 (CDA.20) “that the proposed purpose of the Order (CPO1), including the redevelopment and regeneration of the area, would have a

have a positive effect on the social and environmental wellbeing of the area....”, and considered “that there is a compelling case in the public interest to justify sufficiently the interference with human rights of those individuals affected by the Order.”

- 9.34 The CPO2 Inspector at IR:406 (CDA.12) agreed with the CPO1 Inspector that no case was put forward on the matter of the non-secure tenants that was so compelling that it indicated that the CPO should be resisted. She also agreed at IR:410 (CDA.12) with the CPO1 Inspector and the Secretary of State that existing leaseholders were satisfied that existing leaseholders were being treated fairly. The CPO2 Inspector concluded in IR:413 (CDA.13) that the take-up of shared equity supports the First Inspector’s findings that the shared equity goes beyond statutory requirements and shows that the well-being of residents is being taken seriously. The Secretary of State for CPO2 confirmed in DL:12 and 13 (CDA.13) that he agreed with the conclusions of the Inspector.
- 9.35 These Orders are necessary to deliver the next stage of the redevelopment and regeneration of the area.
- 9.36 The Council considers that the impact on the Human Rights of those affected by the Orders will be proportionate and justified and I agree with this view.

Corruption and Bribery

- 9.37 The objection refers to corruption within the Council and Capita, and bribery within Barratts.
- 9.38 The incidents referred to are historical, and have absolutely no relevance to whether this Order should be confirmed.

Objection 2 – Patricia Cooke (plot 29)

- 9.39 Ms Cooke submitted an objection dated 18 December 2018 setting out a number of grounds including those to which I respond below.

Freeholders do not benefit from the Shared Equity Scheme

- 9.40 Ms Cooke has raised concerns over the shared equity scheme, in particular that any freeholder taking up the shared equity offer would become a leaseholder rather than a freeholder.
- 9.41 This is correct. The Shared Equity properties currently identified within the Scheme will be flats within a block, not stand alone houses, and will be leasehold properties. However, in previous phases, the Developer has been able to agree some flexibility in changing allocations of units from private sale to shared equity in order to meet eligible residents’ requirements. The Developer is prepared to consider similar flexibility in phases 5 & 6 for eligible residents and will consider making available houses as part of the shared equity scheme. In this case the property would be held freehold.
- 9.42 The Mayor’s estate renewal good practice guide (CDC.08) provides for shared equity schemes but does not require the dwellings offered to be of the same built form typology.

- 9.43 The shared equity offer provides an excellent option in excess of that provided for by statutory compensation, allowing the resident owner to remain in home ownership on the estate. The alternative is to take the proceeds from the sale of the existing property and invest these in a freehold property elsewhere.
- 9.44 The CPO2 Inspector concluded in IR:413 (CDA.12) that the take-up of shared equity supports the CPO1 Inspector's findings that the shared equity goes beyond statutory requirements and shows that the well-being of residents is being taken seriously. The Secretary of State for CPO2 confirmed in DL:12 and 13 (CDA.13) that he agreed with the conclusions of the Inspector.

Human Rights

- 9.45 Ms Cooke raises concerns over the Human Rights of the affected freeholders and leaseholders. As set out in above, the Council has considered very carefully the impact of the Scheme on the human rights of those affected and is convinced that the public interest in completing the Scheme, and the economic, social and environmental benefits to be realised by it, clearly outweigh the necessary interference with the private rights and interests which subsist in the Order Land.
- 9.46 The CPO1 Inspector considered human rights at IR:634-637 (CDA.19) and concluded that "the interference with human rights would be proportionate". Those conclusions were accepted by the Secretary of State at DL:24 (CDA.20). The Secretary of State in confirming CPO1 stated at DL27 (CDA.20) "that the proposed purpose of the Order (CPO1), including the redevelopment and regeneration of the area, would have a positive effect on the social and environmental wellbeing of the area.", and considered "that there is a compelling case in the public interest to justify sufficiently the interference with human rights of those individuals affected by the Order."
- 9.47 The CPO2 Inspector concluded at IR:445 (CDA.12) that the "circumstances surrounding these CPOs " (CPO2 and 2a) "and this Inquiry are substantially similar and there is no evidence to justify my taking a different view".
- 9.48 The Secretary of State for CPO2 accepted this at DL.15 (CDA.13).
- 9.49 The Council considers that the impact on the Human Rights of those affected by the Orders will be proportionate and justified and I agree with this view.

Objection 3 Canal & River Trust – Plots (2,3,4,5 and 89]

- 9.50 Canal & River Trust (CRT) submitted an objection to the Order dated 14 March 2019. CRT is the freeholder of plots 89 adjacent to Cool Oak Lane Bridge and plots 2, 3, 4 and 5 at the northern end of the reservoir adjacent to Silk Stream. They identify a number of bases of objection and I set out and respond to a number of these below, using the numbering in the objection.
- 9.51 In addition, in their letter dated 14 March 2019, CRT also makes representations in respect of the rights to be acquired over plot 3, which they consider to be open space.

No certificate should be granted in respect of the open space (plot 3)

- 9.52 In the objection, CRT state that the land within plot 3 will become less advantageous to the public once burdened with the rights, due to the inability of CRT to oversee its development and management.
- 9.53 I do not consider this to be the case. At present, the area adjacent to the Silk Stream is not open to the public with only the water considered to potentially be open space. The proposed bridge has been designed to be fully accessible and to enable the public to cross this area and to be able to view the wildlife in the SSSI in a non-intrusive way. Therefore the land will offer greater advantages and accessibility to the public than currently exists.
- 9.54 The Council engaged with Natural England throughout the planning application process and as a result of that dialogue the Developer is required to comply with conditions relating to the Welsh Harp Reservoir SSSI within the s.106 agreement. These include the following requirements:-
- Contribute a sum of £500,000 of which 60% is to be used by the Council towards the funding of the SSSI Warden. The SSSI Warden will be appointed by the Council in consultation with Natural England, CRT, the London Wildlife Trust, the Environment Agency and the Welsh Harp Conservation Group and will monitor the impacts of the Development on the SSSI. The balance of the money will go towards the improvements and mitigation works to the SSSI required as a consequence of the direct impact of the development.
To submit a method statement as to how the bridge will be constructed including measures to mitigate the impact of the construction and details of the long term management and maintenance of the bridge.
 - Prior to occupation of any phase, a survey is to be undertaken in consultation with Natural England to consider appropriate avoidance/mitigation measures from any identified impacts of the increase in recreational activity with undertakings on how they will be secured in the long-term.
 - To enter into a landscape strategy which will minimise vegetation clearance but require rehabilitation planting associated with the installation of the bridge. Where planting is required, this will be in keeping with the character of the SSSI.
 - To enter into a number of other strategies before the commencement of any development that may impact on the SSSI such as the Ecological Management Plan (CDB.27) and the bird migration mitigation strategy.
- 9.55 As stated in CRT's objection letter, CRT is a statutory consultee for development management purposes. Reserved matters applications, including the details of the design of the proposed bridge, was approved on 3 July and 26 October 2018. CRT did not object to this application either as a landowner or a statutory consultee.
- 9.56 Taking these matters into account, the Council does not consider that Plot 3 will be less advantageous to the public once burdened with these rights, and therefore considers that the certificate should be granted and I agree with this view.
- 9.57 Since (i) the Order seeks only to acquire rights over plot 3, (ii) plot 3 will be no less advantageous to the public following acquisition of the rights, and (iii) no land comprising open space will be acquired, the Council does not consider any replacement land will be required, and I agree with this view.

CRT Code of Practice

- 9.58 At section 5, CRT state that they have a statutory duty to make their waterways available for navigation and maintain their waterways in a condition suitable for cruising, and that the developer will therefore require CRT consent for any works which would close the waterway for cruising.
- 9.59 As set out in paragraph 11.5 of the Statement of Case, the section of the reservoir between Cool Oak Bridge and Silk Stream is not available for cruising or navigation due to both the physical constraints and the management requirements of the SSSI. The reservoir was built to supply water to CRT's neighbouring canal network and thus does not constitute a navigable waterway. The Council therefore does not consider this statutory duty is relevant to the proposed works to plot 3 and I agree with this view.

No efforts to negotiate

- 9.60 The CRT objection states that no efforts have been made to negotiate the acquisition of the land and rights required by agreement, and that the Council has not provided commitments that the CRT code of practice will be followed.
- 9.61 As part of the Community Consultation in 2013, CRT was consulted regarding the potential impact the Scheme would have on the SSSI. Therefore they have been aware of the Scheme since at least since that date.
- 9.62 The Council, Developer and CRT reached agreement on the acquisition of land and rights for the Cool Oak Lane Bridge (CPO1). CRT withdrew their objection on 16 January 2015 against the Order and the Section 19 Application. The option payment was paid in November 2015 and the agreement to acquire the land completed on March 2019.
- 9.63 The developer has been in discussion with CRT in respect of both practical matters relating to construction of the Cool Oak Lane Bridge over the time period since December 2014 and CRT has been consulted on reserved matters applications for the Silk Stream Bridge in March 2018.
- 9.64 As set out in the objection letter, the Council and Developer reached agreement on the land and rights required for the construction and use of Cool Oak Lane Bridge, including the implementation of the CRT code of construction practice where appropriate. The Council and the Developer have confirmed to CRT that they will abide by this code in the construction of Silk Stream Bridge.
- 9.65 As set out in para 7.9 above, Heads of Terms for the land and rights required have been agreed and passed to lawyers for documentation. I therefore do not agree that there have been no efforts to negotiate with CRT.

Secretary of State Consent

- 9.66 The CRT objection states that the consent of the Secretary of State for Environment, Food and Rural Affairs will also be required before the Trust is able to dispose of the land.
- 9.67 CRT has confirmed that this requirement relates to a Trust Settlement deed dated June 2012 between Secretary of State for Environment, Food and Rural Affairs and Canal & River Trust. This requires Secretary of

State consent for any voluntary disposal of CRT land. The Council will work with CRT to ensure this consent is obtained in order to complete the acquisition by agreement set out in para 7.9 above.

9.68 I have carefully considered the objections received in relation to the Order, both those which fall within the scope of my evidence, and where they fall within the evidence of other Council witnesses. Based on my experience of the previous CPOs in respect of this scheme and similar compulsory purchase orders elsewhere, I do not consider any of these objections should prevent the confirmation of the Order and the granting of a certificate in respect of plot 3.

10. Conclusion

10.1 In conclusion,

- I have demonstrated how all the land included within the Orders is required to enable delivery of the scheme.
- I have explained how the Statutory Compensation Code provides for affected parties to be compensated for their loss and how the statutory framework is designed to mitigate the impact of compulsory acquisition on the rights of affected parties.
- I have explained how the Council and Developer's offer to residents exceeds the statutory requirements and has been prepared to further mitigate the impact of the scheme on residents.
- I have demonstrated that the Council and Developer have undertaken reasonable negotiations to acquire in advance of the Order, as required by section 2 of the Guidance, and have offered advice and assistance to affected occupiers in respect of their relocation as required by section 18 of the Guidance.
- I have explained why the rights required over Open Space at Plot 3 do not materially damage the public's use and enjoyment of the space, and that given only rights will be acquired, no replacement land is required.
- I have set out the Council's and Developer's response to Objections to the Order where the objection relates to the subject of my evidence. In my opinion, none of the objections submitted outweigh the benefits created by the scheme.

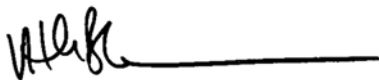
11. Statement of Truth & Declaration

11.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true.

11.2 The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

- 11.3 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
- 11.4 I confirm that I understand and have complied with my duty to the Public Inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
- 11.5 I confirm that I am not instructed under any conditional or other success-based fee arrangement.
- 11.6 I confirm that I have no conflicts of interest.
- 11.7 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the Public Inquiry.
- 11.8 I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement 'Surveyors acting as Expert Witnesses'.

Signed:

A handwritten signature in black ink, appearing to read 'V Blackman', followed by a long horizontal line extending to the right.

Virginia Blackman BSc(Hons) MRICS

Dated: 3 July 2019