



Costs Decision

Site visit made on 23 June 2020

by Alison Scott BA(Hons) DipTP MRTPI

an Inspector appointed by the Secretary of State

Decision date: 25 August 2020

Costs application in relation to Appeal Ref: APP/P2935/W/20/3250612 Bayview, Beachway, Blyth NE24 3PG

- The application is made under the Town and Country Planning Act 1990, sections 78, 322 and Schedule 6, and the Local Government Act 1972, section 250(5).
 - The application is made by Mrs Tracey Elliott for a full award of costs against Northumberland County Council.
 - The appeal was against the refusal to grant retrospective planning for Erection of 1No. new dwelling and associated parking, bins, cycle store and erection of boundary fence (retrospective) at Bayview, Beachway, Blyth, Northumberland NE24 3PG.
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Decision

1. The application for an award of costs is refused.

Reasons

2. Paragraph 30 of the Government's Planning Practice Guidance (PPG), advises that, irrespective of the outcome of the appeal, costs may be awarded where a party has behaved unreasonably, and that unreasonable behaviour has directly caused another party to incur unnecessary or wasted expense in the appeal process.
3. The Applicant submits that the Council has not properly considered their proposal as the Section 106 Agreement attached to the original planning permission of 16/02735/FUL (for three house plots) and subsequent Deed of Variation binds Mr Barry Elliott to the Section 106 obligation. As a result, they contend that the Council have acted unreasonably and they have incurred unnecessary expense.
4. Plots 1 and 2 have been granted their independent planning approvals with no S106 Agreement attached, and the Applicant seeks to undertake the same independent permission for Plot 3. The Council refused the planning application on the grounds that should retrospective planning permission be granted for this dwelling, there would no longer be a mechanism to secure the remedial works required to the adjacent sea wall that was secured via the Section 106 Agreement associated with the original permission.
5. The Section 106 Agreement has been tied to that original planning approval and runs with the land. It is also relevant that it lays down that any 'successors in title' are responsible for the obligation thereafter.

6. Despite the red line plan of the appeal proposal not including the sea wall, this area is defined within the S106 Agreement. A planning obligation can be secured to be bound to land that is not within the red line boundary of the site, but elsewhere, away from the site and not within their ownership.
7. As Plots 1 and 2 have their own independent retrospective planning permissions, I have reached the decision that the Council were not unreasonable in coming to their decision that should permission be granted for this single dwelling house without a Section 106 Agreement attached, there would be no longer a mechanism to secure the remedial works that are required to make the development acceptable. Indeed, following consideration of the appeal scheme, I have reached the same conclusion.
8. None of the types of behaviour which may give rise to a substantive award under the PPG have been established, based on the above. I conclude that unreasonable behaviour resulting in unnecessary or wasted expense, as described in the PPG, has not been demonstrated.

Alison Scott

INSPECTOR