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## Costs Decision

Site visit made on 23 March 2021

**by S J Papworth DipArch(Glos) RIBA**

**an Inspector appointed by the Secretary of State**

**Decision date: 6 April 2021**

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### **Costs application in relation to Appeal Ref: APP/Y9507/W/20/3256462 Garden Street Auction Rooms, Garden Street, Lewes BN7 1TJ**

- 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 Quantum for a partial award of costs against South Downs National Park Authority.
  - The appeal was against the refusal of planning permission for redevelopment of 'former auction rooms' into ten residential units comprising four no. two-bed split-level apartments, two no. three-bedroom houses and four no. four-bedroom houses.
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### **Decision**

1. I refuse the application for an award of Costs.

### **Reasons**

2. The Planning Practice Guidance advises that parties in planning appeals and other planning proceedings normally meet their own expenses, but that where a party has behaved unreasonably, and this has directly caused another party to incur unnecessary or wasted expense in the appeal process, they may be subject to an award of costs (Paragraph: 028 Reference ID: 16-028-20140306).
3. The claim concerns the process and timescale for the production of the Agreement which was completed on 18 January 2021.
4. The 12 March 2020 Committee Report recommended that permission be granted subject to the completion of a legal agreement within 6 months of that date. In the event, the Committee resolved to refuse the application partly through the lack of affordable housing, and the Refusal Notice was issued on 18 March. Within a short time of that date the first national 'lockdown' was in place with a marked effect on working patterns. The Appeal was submitted on 27 July 2020 but was not confirmed as being valid until 9 September.
5. It is a fact that this is just within the 6 months anticipated as being sufficient in the Committee Report, but it is reasonable given the national situation as well as the pressure on the Authority's resources that work on any Agreement should have been put into abeyance until the Appeal had been confirmed as valid.
6. The evidence is that while there was some contact on agreeing to cover the Authority's legal fees and concerning the content, it was not until 30 November 2020 that a first draft was received from the appellant. There appears some confusion over whether a standard document should have been available and

whether the Authority's web-site suggested its existence, but from 30 November onward, matters appear to have proceeded at a reasonable pace, having mind to the worsening Covid-19 situation during Autumn, from which point Christmas would also have an effect. In the event, a third 'lockdown' commenced on 5 January 2021 and the site inspection scheduled for 12 January 2021 had to be postponed; the Agreement was completed the following week.

7. The Planning Practice Guidance sets out at Paragraph: 047 Reference ID: 16-047-20140306 a non-exhaustive list of circumstances of unreasonable behaviour that may result in an award of Costs, including lack of co-operation with the other party, and delay in providing information or other failure to adhere to deadlines.
8. On the evidence, this is not a clear case of a failure to co-operate, or unreasonable delay in providing information in the prevailing circumstances, and there has been no overall delay to the scheme through the production of the Agreement and seeking the necessary authorisations and signatures. The Authority's behaviour has not been shown to be unreasonable and I therefore find that unreasonable behaviour resulting in unnecessary or wasted expense, as described in the Planning Practice Guidance, has not been demonstrated.

*S J Papworth*

INSPECTOR