



Costs Decision

Hearing held on 30 October 2024

Site visit made on 29 October 2024

by Mr W Johnson BA(Hons) DipTP DipUDR MRTPI

an Inspector appointed by the Secretary of State

Decision date: 18 March 2025

Costs application in relation to Appeal Ref: APP/M4510/W/24/3342084

7-45 Lime Street, Ouseburn Valley, Newcastle upon Tyne, NE1 2PQ

- 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 Newcastle Upon Tyne City Council for a full award of costs against Mr Rob Cameron of Property@LimeSt.
- The appeal was against the refusal of planning permission for the demolition of existing structures and erection of 4 to 6 storey mixed use building comprising 57 apartments along with Class E accommodation at ground floor level including parking and ancillary accommodation.

Decision

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

Preliminary Matter

2. It is slightly unusual for each of the main parties to make an application for an award of costs against the other. I have considered each costs application on its merits. However, to ensure clarity, I have dealt with the two costs applications separately.

The submissions for Newcastle City Council

3. The costs application was made in writing prior to the opening of the Hearing. The applicant considers that the appellant has acted unreasonably by questioning the need for certain planning obligations at a late stage in the process, having previously agreed to them at planning application stage and not disputed them in their initial appeal submissions. In turn, the applicant considers this to be unreasonable behaviour and an award of costs is justified on prolonging the proceedings by introducing a new ground of appeal or issue¹, and to a lack of co-operation on any planning obligation², as set out in the PPG for both procedural and substantive awards respectively.

The response from Rob Cameron of Property@LimeSt

4. The Appellant responded in writing after the Hearing had closed, following verbal agreement on a timetable for submissions by the parties at the event. The Appellant does not accept that the matter was raised at a late stage. It is always for a Planning Authority to justify the terms of an Agreement that it requires. The first draft provided six weeks before the hearing included a blue pencil clause and noted that "contributions were subject to agreement".

¹ Paragraph: 052 Reference ID: 16-052-20140306

² Paragraph: 053 Reference ID: 16-053-20140306

5. Far from contributing to delay, the Appellant has done everything it can to bring this agreement to formal fruition, yet has been thwarted in that effort by the Council, which has been dilatory to the point of frustration, only completing its essential task – the provision of detail on financial contributions sought - at the last moment on the day of the hearing.

Reasons

6. Parties in planning appeals normally meet their own expenses. However, the PPG advises that costs may be awarded against a party who has behaved unreasonably and thereby caused the party applying for costs to incur unnecessary or wasted expense in the appeal process.
7. There is no doubt that the submission of the planning obligation was not submitted in accordance with the timetable, dated on 12 July 2024. Additionally, given that the appeal was submitted there was little activity with regard to the planning obligation, until the Pre-Hearing Note was issued on 15 October 2024. This resulted in the flurry of activity between the parties up until the Hearing on 30 October 2024.
8. I have no doubt that the issues surrounding the planning obligation could have been smoother had the parties engaged earlier in the Appeal process, but I do recognise that both parties worked very hard to provide a planning obligation in an agreed format, albeit with blue pencil clauses. I can understand the frustration of the applicant, as the concerns raised by the Appellant were not evident at the time of the assessment of the planning application. However, whilst these concerns were only highlighted weeks before the event, this was due to the engagement between the parties, which had previously not taken place, in such a focussed manner.
9. Given the requirements of the timetable, the matters surrounding the planning obligation fall shy of unreasonable behaviour. Additionally, the Appellant did not introduce a new ground of appeal or issue. What this does illustrate is the importance of early engagement between the parties, in case such matters or concerns do unexpectedly arise. Whilst the time for working on the planning obligation was undertaken in weeks rather than months, the parties would have had to undertake the work in any event. This does not demonstrate a lack of co-operation on the planning obligation.

Conclusion

10. Consequently, I find no procedural nor substantive grounds for an award of costs. I therefore find that unreasonable behaviour as claimed, resulting in unnecessary or wasted expense as described in the PPG, has not been demonstrated.
11. For the reasons given above, I conclude that a full award of costs is not justified.

W Johnson

INSPECTOR