
Appeal Decision

Site visit made on 15 September 2026

by **Samuel Watson BA (Hons) MSc MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 05 October 2026

Appeal Ref: APP/L3245/Q/26/3378744

32 High Cross Avenue, Cross Houses, Shrewsbury SY5 6LJ

- The appeal is made under Section 106B of the Town and Country Planning Act 1990 (as amended) against a failure to determine that a planning obligation should be modified.
 - The appeal is made by Stephen John Hawksworth against Shropshire Council.
 - The development to which the planning obligation relates is the erection of 54 low cost houses as more particularly described under planning application reference numbers S/90/227/61/90 and S/90/1102/61/90 or any approved modification thereof.
 - The planning obligation, dated 10 September 1992, was made between Shrewsbury and Atcham Borough Council and Fletcher Homes (Shropshire) Limited.
 - The application Ref 25/03909/VRA106 is dated 14 October 2025.
 - The application sought to have the planning obligation modified as follows: In the respective meaning of 'The Discounted Price' the end of the paragraph states 'subject to a discount of 20% of the said valuation.' I would like this to be modified to 'subject to a discount of 10% of the said valuation' (in respect of 32 High Cross Avenue).
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Decision

1. The appeal is dismissed. The planning obligation, dated 10 September 1992, made between Shrewsbury and Atcham Borough Council and Fletcher Homes shall continue to have effect.

Preliminary Matters

2. This appeal follows the failure of the Council to determine the planning application within the prescribed period. Had it been able to determine the application, the Council has indicated that the application would have been refused.
3. I note the case set out within the Council's appeal statement. While this is not the application decision, as jurisdiction over that was taken away when the appeal was lodged, I have treated it as the decision the Council would have made, had it been empowered to do so.

Main Issues

4. Consequently, the main issues are;
 - Whether the obligation for 32 High Cross to be a low-cost house still serves a useful purpose,
 - Whether reducing the obligation to only require a 10% discount would also serve this purpose.
 - Whether the obligation should be modified

Reasons

Existing Obligation

5. The appeal site comprises one dwelling within a wider estate of 54 dwellings built with the express purpose of being 'low-cost houses'. I understand this status to be the equivalent of an affordable house and requires a dwelling be sold with a 20% discount, was secured by a Section 106 agreement. This agreement covers the dwellings in perpetuity and also restricts potential buyers to those identified as a 'qualifying person'. These are individuals who live within the rural area and have done so for ten out of the last fifteen years. A relaxation to this requirement is afforded where no offers have been made within one month of a property being for sale. The broader qualifying person is one who lives within the administrative area and has done so for five of the last ten years.
6. I am mindful that for affordable houses permitted now, the Council requires a discount of 40%, twice that of the discount attached to the appeal dwelling. While providing a reduced discount compared to current requirements, I am content that the appeal dwelling, and the others within the estate, still provide a notably lower price against market rates. Moreover, the restriction to qualifying persons would further ensure that the discount benefits those who need it. In all I find that the obligation contributes towards affordable housing.
7. Government objectives for housing include the suitable provision of affordable housing to meet local needs. There is no dispute between the parties that the Council have an acute shortfall of affordable housing, especially within rural areas. I also note the appellant's reference to house prices having increased and that the gap between incomes and house prices has similarly grown.
8. Against this background, the appeal dwelling provides an affordable house that contributes towards meeting an identified need. As a whole the estate provides a substantial contribution to this need and complies with Policy CS11 of the Shropshire Local Development Framework (the LDF). In this way the obligation still serves a useful purpose.
9. Although I note that the obligation does not set out why the requirement has been secured, the agreement does not need to justify itself, this would have been done elsewhere. Moreover, the test does not require that the obligation serves the useful purpose for which it was agreed, only that it must still serve a useful purpose.

Proposed Modification

10. The proposed modification would see the discount applied to the appeal dwelling reduced from 20% to 10%. No other dwellings would be covered by this modification. By retaining a discount, albeit one reduced, the dwelling would continue to be restricted for purchase by only qualifying persons, and at a lower than open market value.
11. The dwelling would therefore remain to be a reduced price against a non-discounted house. However, this would be a half of the existing reduction and a quarter of the Council's current requirements. The affordability of the dwelling would consequently be much reduced, and it has not been demonstrated that a 10% discount would provide a meaningful aid to those looking for an affordable

dwelling. It has also not been demonstrated that there is a need for affordable houses with a lower discount. As a result, the proposed amendment to the agreement would reduce the extent to which it could be said to serve a purpose.

12. While no other dwellings would be covered by this modification, there is a potential that further dwellings may come forward seeking similar modifications. There is consequently, a risk that the estate's contribution to affordable housing would be further reduced. The appellant has suggested that, due to when he bought the property and the works carried out, only his dwelling would be appropriate for such a reduction in the discount and, as such, no such risk would arise. However, while the house has been modified and upgraded, on the whole these are likely to be works replicated across the estate. Moreover, during my site visit I noted at least two other properties that appeared to benefit from two-storey side extensions. I have also not been provided with any evidence to satisfy me that the appellant is the only person to have bought one of these properties new.
13. In light of the above, the situation of the appeal dwelling is not so unique as to avoid the risk of eroding the obligation completely. Should other dwellings also have the discount reduced this could, given the number affected, significantly affect the supply of affordable housing within the area. The proposal would therefore put the purpose of the obligation at risk.
14. I therefore find that the proposed modification would not continue to serve the above purpose, given the reduced discount and the additional risk that this contribution is further reduced in the future.

Modification Conclusion

15. The obligation, as it currently stands, serves a useful purpose. This purpose would be eroded by the proposal and there would be a risk that the purpose could be substantially diminished or lost should other dwellings have their discount similarly removed. While it is within the right of the appellant to seek a modification of the agreement, it is clear from my assessment above that the obligation serves a useful purpose and that the proposal would compromise this. I find, therefore, that the agreement should not be modified. In reaching my decision I have been mindful of the National Planning Policy Framework and the Planning Practice Guidance on obligations.

Other Matters

16. I note the alterations, improvements and maintenance that the appellant has carried out during his occupation of the dwelling. I am also mindful that the appellant would not have benefited from a 20% discount when paying for these works. However, I find that the maintenance of a property is part and parcel of owning a dwelling. Moreover, while the appellant may not achieve the full reward for having undertaken alterations and improvements, the appellant would have had full awareness of the obligation when choosing to undertake these works.
17. The appellant has raised concerns that he would be unable to purchase another property should he sell the appeal dwelling with its current discount. However, no substantive evidence has been provided to this end. Therefore, this has not been determinative in my considerations.

Conclusion

18. The proposal would result in the agreement no longer serving a useful purpose in conflict with the development plan taken as a whole. There are no material considerations, including the Framework, that indicate the decision should be made other than in accordance with the development plan. Therefore, for the reasons given, the appeal is dismissed.

Samuel Watson

INSPECTOR