From: Planning@horsham.gov.uk <Planning@horsham.gov.uk>
Sent: 19 February 2025 15:50:17 UTC+00:00
To: "Planning" <planning@horsham.gov.uk>
Subject: Comments for Planning Application DC/25/0014
Categories: Comments Received

Comments summary

Dear Sir/Madam,

Planning Application comments have been made. A summary of the comments is provided below.

Comments were submitted at 19/02/2025 3:50 PM.

Application Summary

Address:	15 Oaks Close Horsham West Sussex RH12 4TZ
Proposal:	Demolition of rear conservatory. Erection of two storey side extension and a single storey front, side & rear extension.
Case Officer:	Marie Riggs

Click for further information

Customer Details

Address:	17 Oaks Close HORSHAM

Comments Details

Commenter Type:	Neighbour
Stance:	Customer objects to the Planning Application
Reasons for comment:	- Design - Highway Access and Parking - Loss of General Amenity - Overdevelopment - Privacy Light and Noise
Comments:	We have previously, along with our neighbours at 4 Oaks Close, Roffey North parish council and the Horsham Society objected to the planning application, ref DC/25/0014, for 15 Oaks Close regarding various aspects of this major house extension, on the front, back and both sides of the existing house.

As detailed in our previous comments, this unwelcome over development of our quiet residential close will severely affect our quality of life that we have enjoyed for over 40 years particularly as we are now retired and spend more time at home.

Our previous objections remain valid and, in addition, we have studied the restricted covenants in our deeds to determine which parts of the proposed extension are in contravention of these restricted covenants.

Our analysis of the deed schedule is as follows:-

1 Access to air and light.
The deed schedule states that ''The Purchaser and his successors in title shall not be entitled to any right of access of light or air to the buildings erected on the said land which would restrict or interfere with the free user of any other part of the adjoining land of the Vendor for building or any other purpose.''
Confirming that the property, 15 Oaks Close, cannot deprive another property of a right to access air or light.

2 Party walls.
The deed schedule also defines party walls (within the context of this deed). See also Party Wall Act 1996 explanatory memo and Party Wall Act 1996 which makes provision for access to land to maintain fences.

3 No fence or wall at the rear of the property can be greater than 6 feet.
The deeds also states that ''no fence or wall at the rear of the building line to be greater than 6 feet '' and the plans appear to contradict this requirement.

4 The open plan nature of the estate.
The deed schedule states that ''The Purchaser shall not do or permit any act or matter or thing which shall or may prejudice the open plan layout of the said estate and in particular no wall fence shrub rockery or hedge shall be erected or planted in front of the dwelling house erected upon the said land or where the dwelling house also has a flank frontage to the road on any open area adjoining the road on such flank frontage or on any other open area comprising part of the said land and intended to form part of the open plan layout of the Estate and further no goods or merchandise of any kind shall be left or deposited permanently in front of such dwelling house or on any such open area PROVIDED that if there shall be any breach of this covenant the Vendor shall be entitled to enter upon the said land and remove therefrom anything which shall exist thereon in breach of this covenant and all costs and expenses incurred by the Vendor in so doing shall be repaid by the Purchaser upon demand.''
This appears to prohibit the construction of the extension on the south and and east sides facing the public road.

5 Permission required by vendor for any extension.
The deed schedule states that " No building or addition to any building such as outbuildings garages porches and extensions whether temporary or otherwise shall at any time hereafter be erected on the said land and no alterations shall be made to the elevation or architectural design of any building on the said land except with the previous consent of the Vendor and in accordance with plans and specifications that shall have been first submitted to and approved in writing by the Vendor."

Given the above, we believe that this proposed development is unacceptable and inconsistent with local and nation planning policy and believe that any decision should not contradict our common law rights.

Kind regards

Telephone:

Email: planning@horsham.gov.uk