

Bottesford Town Council

Civic Hall, Valley Park, Bottesford, North Lincolnshire
DN16 3SN



Appeal of planning application PA/2025/742
APP/Y2003/W/25/330758

4 Holme Hall Avenue Bottesford DN16 3PY

Written representation to:

Planning Inspectorate, 3D Eagle Wing, Temple Quay House, 2 The Square, Bristol BS1 6PN
north2@planninginspectorate.gov.uk

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Also published for the benefit of the residents of Bottesford & Yaddletorpe.

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1 OVERVIEW

4 Holme Hall Avenue was originally a four-bedroom detached family home built in 1970. Subsequently a fifth on-suite bedroom was added to the ground floor rear.

The property is located close to two primary schools and a senior school. Two public children's parks, Avenue Field (Bulls Field), Linear Park (Beck Walk), doctors, dentist, shops, public house, etc. are all within walking distance.

Planning application PA/2025/218 was raised to add a sixth bedroom and changed the use from residential (class C3) to a house in multiple occupation known as a HMO (class C4) as a permitted right. 136 public comments were received from the public.

Bottesford Town Council (BTC) arranged a public meeting in the Civic Hall which was well attended. The applicant's representative advised that the HMO would be for veterans. BTC agreed to oppose the application.

The application was approved as a permitted right, however, to use the property as a HMO would still require a license from North Lincolnshire Council (NLC) with no guarantee it would receive one.

Planning application PA/2025/742 was raised to change the garage into a study and add a cycle store, etc.. NLC's Planning Committee rejected this application for two reasons:

- The proposal would result in increased traffic movements and parking demand in close proximity to a busy junction, to the detriment of highway safety and the free flow of traffic. The development is therefore contrary to policies T2 and T19 of the North Lincolnshire Local Plan.
- The proposed scale and intensity of use would constitute overdevelopment of the site and fail to respect the established character of the surrounding area. The development is therefore contrary to policies DS1 of the North Lincolnshire Local Plan, and CS1 and CS2 of the North Lincolnshire Core Strategy.

The applicant has appealed this rejection:

- The appellant contends that the refusal is unfounded and irrelevant, as the application pertains to an infill rear extension. Whilst the proposal would result in the loss of a garage, this is mitigated by the provision of 5 off-street parking spaces to which the Highway Authority raise no objection. The refusal is deemed unsound, stemming from an inadequate assessment of the material considerations.

Unfortunately, the Highways Authority failed to consider the safety risks fully, however the planning committee did.

According to the Land Registry the applicant does not own the property yet have declared they do on their planning applications. The applicant is inconsistent in who the proposed occupiers will be (veterans or any but veterans). Clearly the applicant's statements can't be considered reliable at all. The previous application PA/2025/218 is null and void, due to application errors and would violate covenants.

The refusal by NLC is sound. **The Planning Inspector should reject the applicant's appeal.**

2 A VALUABLE COMMUNITY ASSET

When the property was built in 1970 it was much more common for households to be multi-generational. That said current research suggests 49% of house holds are, see appendix 1.

Converting this property to a HMO would deprive a family with elderly or disabled members the benefit of a ground floor on suite bedroom, which could be adjusted further to support severe disabilities. This is in addition to the four first floor bedrooms. Multi-generational occupation has many benefits and often can reduce the burden on the state by being self-supporting.

Retired older family members often care and support children allowing parents more flexibility at work, children equally gain as well. It also enhances the family unit.

3 TRANSPORT

In 1970 cars were relatively more expensive and much less reliable. This is reflected in the property having a single garage as not every family had a car and less more than one.

Locally the three steel works along with their supporting suppliers employed over 20,000 people. The main form of transport then was walking, cycles, mopeds, scooters, motorcycles. Few took cars to work not only due to the cost, but pollution damage to the body/paint work.

Now in 2025 cars are reliable, cost relatively much less, pollution is less, people travel much further to work. The steel works are no longer the dominant industry, employing 3,500 people. North Lincolnshire is now primally where people live not work.

North Lincolnshire property prices are lower than much of the UK, with many parks, open spaces, etc.. The land may be flat and boring to many but the M180, A15, Humber Bridge are the route to employment, enabled by motor vehicles. The result is more vehicles per household, yes often one for every family member over seventeen. Sadly, this is an issue planning guidelines are not strong on. Ask yourself how often you struggle to negotiate our estate roads. The result is that for every bedroom, that could be used by a couple, can be two cars. This property could easily need ten cars parking spaces, just with its current five bedrooms.

No provision has been made for electric vehicle charging.

4 CURRENT PARKING AT THE PROPERTY

The property can currently allow for one vehicle in the garage and maybe three or four others if the front garden is used, so five in total. Turning the garage into a study reduces this to four.

No consideration has been made for wider space disable parking, likewise, parking with children in child seats.

No consideration has been made for visitor or service staff parking. As the landlord is responsible for the cleaning of shared areas, gardens etc., this is likely to be a daily task.

The planning application has failed to explain how the proposed five vehicles can turn around within the space provided. A three-point turn looks possible but not with five parked vehicles. This implies vehicles will reverse out onto Holme Hall Avenue contrary to Highway Code rule 201. Alternatively, vehicles can reverse into the property but once again the planning application has failed to explain how this is possible, safely.

Source: www.highwaycode.org.uk/rule-201/

The slip road in front of 4 Holme Lane Avenue to Manor Road is 20% of the 15.3m property width, including the driveway. Highway Code rule 243 states do not park within 10m of a junction. This is reinforced in that 2 Holme Lane Avenue vehicle access is from Manor Road not Holme Hall Avenue.

Source: www.highwaycode.org.uk/rule-243/

The section of Holme Hall Avenue, Manor Road to Timberlands, is very busy, especially at school and work commute times. There are three recorded accidents with serious injuries in this section of the road in the last two years.

The planning application has failed to consider these issues. Sadly, the Highways report also failed in this regard; this issue is being progressed by NLC.

5 PROPOSED USAGE

The appeal states:

“7.7. This proposal seeks to provide single-occupancy residences for single individuals, key workers, and young professionals employed in nearby industrial estates and the High Street.. By providing dedicated housing, the initiative aims to ease strain on the current housing market and ensure that those who contribute to the local economy have access to suitable accommodation. This strategic effort supports the ongoing growth and stability of the area's workforce, fostering a more sustainable and economically vibrant community”.

BTC arranged a public meeting in the Civic Hall which was well attended. The applicant's representative advised that the HMO would be for veterans.

It is noted that a plan submitted early in the application process referenced a “9-bedroom HMO”. It is clear the applicant is giving mixed messages! The reasonable conclusion is six bedrooms, two adults and one child in each room, eighteen people and up to twelve vehicles. Even the applicant could not reasonably stop that. See Appendix 5 Occupancy.

4 DN163PY v1.0 1st September 2025

6 PA/2025/218 APPLICATION FOR A CERTIFICATE OF LAWFUL DEVELOPMENT

Source: www.legacyhb.co.uk/insights/planning-permission-revocation

Section 97 of the Town and Country Planning Act 1990 gives local planning authorities the power to revoke or modify planning permission if they consider it expedient to do so. This ensures that local authorities can maintain oversight of developments and make necessary changes when circumstances demand.

This application was approved, see appendix 4, by delegated assessment.

“The proposal seeks a lawful development certificate for a proposed conversion of a dwellinghouse from C3 to C4 use. Having considered the level of information provided by the applicant and contained within the application, it is considered that the proposed development is regarded as permitted development. Planning permission is not required and therefore the proposed development is lawful, and the lawful development certificate should be granted”.

Use under C4 allows up to six unrelated individuals to use the property without the need for planning permission. Without a HMO license and continuous monitoring/measuring this limit is unrealistic and unenforceable.

The property was and still is not owned by the applicant, see appendix 2, hence this approval is null and void and should be formally revoked. **It was never valid in the first place.**

7 PROPERTY OWNERSHIP AND RESTRICTIONS

Appendix 2 includes an extract of the property title held by the Land Registry.

The registered owner is recorded as Trevor Bosanquet 4 Holme Hall Avenue, Scunthorpe DN16 3PY.

Planning application PA/2025/742 records the owner as the applicant TES Property Services Ltd, Dawes Lane, Scunthorpe DN15 6UW. PA/2025/218 also has the same claim, see section 6.

This inconsistency on its own is firm grounds to refuse permission and trigger investigations by the appropriate authorities and the voiding of the approval of PA/2025/218.

The property title also includes covenants that could inhibit the granting of the proposed HMO licence:

(a) The Purchasers shall not or will do or carry on or permit to be done or carried on upon the property hereby conveyed or upon any part thereof any act or thing which shall be or tend to be or become a nuisance or annoyance to the Vendors or the owners or occupiers of any adjoining or neighbouring property or to the neighbourhood.

(b) No trade or business Hotel or Club of any kind shall be carried on upon any part of the land hereby conveyed without the consent in writing of the Vendors and the said property shall be used as private dwellinghouse or bungalow only and for no other purpose.

Even if the proposed HMO licence is granted, operationally challenges could be made against the operator.

Note: If the covenant was created to protect other properties in the area, those homeowners may be able to take legal action if the restriction is breached. See Appendix 3.

8 QUESTIONS TO CONSIDER

1. PA/2025/218 despite so many written responses why this application was not scrutinised/considered by the full planning committee
2. PA/2025/218 was approved using an erroneous application, so was never valid, can it now be formally voided.
3. What is the business relationship between the property owner and the planning applicant
4. Is the property currently occupied
5. Has the correct amount of Council Tax been paid
6. Who is paying the Council Tax
7. Has the property ownership changed
8. Has any appropriate stamp duty land tax been paid
9. Has any appropriate capital gains tax been paid
10. Who is paying the cost of the planning applications and have the costs been offset against any tax liability correctly
11. Will the Local Valuation Office Agency revalue the property, if allowed to operate as a HMO, as separate hereditaments

APPENDIX 1 MULTI-GENERATIONAL HOUSEHOLDS

Source: www.thepropertydaily.co.uk/article/2025/08/15/multi-generational-revolution-how-nearly-half-britain-redefining-family-living

New research reveals that 49 per cent of Britons are embracing multi-generational households, with families making significant home modifications to accommodate their evolving needs.

Multi-generational living is no longer the exception in Britain - it's rapidly becoming the norm. According to new research commissioned by homelifts specialist [Uplifts](#), almost half (49 per cent) of British households now span multiple generations under one roof, marking a significant shift in how families choose to live together.

The comprehensive survey of 2,000 Britons reveals that this isn't a temporary pandemic-driven trend. More than half (51 per cent) of those in multi-generational arrangements have been living this way for over a decade, with eight per cent having never left their childhood family home at all.

The appeal of multi-generational living extends far beyond financial necessity. While saving money ranks as a key advantage for 39 per cent of respondents, the emotional and practical benefits are equally compelling. Over half (55 per cent) cite stronger family bonds as the primary benefit, followed by emotional support (39 per cent) and the creation of lifelong memories (38 per cent).

Particularly significant is that one in five (20 per cent) families are using multi-generational arrangements to help relatives age in place, a reflection of Britain's ageing population and the desire to keep elderly family members in familiar surroundings rather than care facilities.

The research indicates that the multi-generational experiment is largely successful, with 70 per cent of those currently in such arrangements reporting satisfaction with their living situation. Remarkably, 11 per cent say there are no disadvantages whatsoever to their multi-generational setup.

However, the transition isn't without its challenges. While the majority are content, 14 per cent acknowledge that their current homes aren't well-suited to accommodate multiple generations, highlighting the importance of thoughtful planning and adaptation.

Prabash Edirisingha, a consumer researcher at Northumbria University who studies family consumption patterns and identity formation across generations, explains: "My research into multi-generational households reveals they are now the fastest-growing household type in England and Wales. This growth reflects a combination of financial necessity, cultural tradition, and a desire for closer family support networks. While the emotional and economic advantages are undeniable, families must remain realistic about the challenges. Different generations often bring diverse expectations, lifestyles, and values into shared spaces - differences that can lead to tension if not thoughtfully managed. The key to success lies in communication, mutual respect, and the willingness to adapt. Thriving multigenerational homes aren't born from convenience alone, but from a conscious effort to create a new, inclusive way of living together"

This need for thoughtful adaptation is reflected in the data. Over a third (34 per cent) of multi-generational households have made changes to better accommodate their family structure. The most

common adaptations include adding bathrooms (32 per cent) and creating separate living areas (32 per cent) - modifications that provide privacy and independence within shared spaces.

Ground-floor bedrooms have been added by 28 per cent of families, while 22 per cent have installed grab bars for safety. Notably, 15 per cent have invested in stairlifts or homelifts, recognising the importance of accessibility across all levels of the home.

Kate Sheehan, a renowned occupational therapist specialising in housing adaptations, emphasises the importance of forward-thinking when it comes to home modifications: "When families are planning for multi-generational living, they need to consider not just their current needs but potential future requirements. This could include installing wider doorways, level access showers, and good lighting. For families where reduced mobility may be a concern, vertical access solutions like homelifts can be a particularly valuable addition to any one's home."

The emotional impact of maintaining accessibility cannot be overstated. As Sheehan observes from her practice: "It means so much to elderly relatives when they can continue accessing all areas of their home, their favourite reading nook upstairs, the craft room where they pursue hobbies, or simply the bedroom they've slept in for decades. A homelift preserves that independence and dignity while reducing the risk of falls on stairs."

Beyond the emotional benefits, there are practical advantages that many families don't initially consider. "These systems are incredibly useful for moving heavy items," Sheehan notes. "Suitcases when relatives visit, vacuum cleaners for upstairs cleaning, or heavy shopping deliveries. It reduces strain on all family members and makes daily household tasks more manageable for everyone, particularly in busy multi-generational homes where there's always something being moved between floors."

Other essential modifications include level-threshold entrances, handrails in hallways and bathrooms, adequate lighting throughout the home, and flexible spaces that can adapt as family needs change. "The key is thinking about universal design principles that benefit everyone, regardless of age or ability," Sheehan advises.

The data suggests this trend has staying power, with 54 per cent of those in multi-generational households planning to continue long-term. This represents a significant demographic shift that has implications for housing policy, urban planning, and the broader economy.

Multi-generational living is being driven by a combination of practical benefits and changing attitudes towards family relationships. As housing costs continue to rise and the population ages, these living arrangements offer solutions that address multiple challenges simultaneously.

For families considering this lifestyle change, success depends on proper planning and appropriate home modifications. The key lies in creating spaces that balance togetherness with independence, ensuring every family member has the support they need while maintaining their autonomy.

As Britain continues to struggle with housing affordability and changing family dynamics, multi-generational living appears to be more than just a trend - it's a practical response to 21st-century challenges that's here to stay.

APPENDIX 2 PROPERTY TITLE HS195351

Source: HM Land Registry



GOV.UK

Search for land and property information

Title register for:

4 Holme Hall Avenue, Scunthorpe, DN16 3PY (Freehold)

Title number: HS195351

Accessed on 21 August 2025 at 10:15:58

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there's a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you'll need to order an official copy of the register.

Register summary

Title number HS195351

Registered owners



Value stated £248,000 on 28 September 2018

A: Property Register

This register describes the land and estates comprised in this title.

Entry number **Entry date**

1	1990-11-13	NORTH LINCOLNSHIRE
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The Freehold land shown edged with red on the plan of the above Title filed at the Registry and

being 4 Holme Hall Avenue, Scunthorpe (DN16 3PY).

2	1990-11-13	The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 3 December 1970 referred to in the Charges Register:- "TOGETHER WITH (by way of grant and not of exception) the rights and liberties specified in the Second Schedule hereto TOGETHER ALSO WITH such rights in respect of the use of the water and drainage pipes common to the property hereby conveyed and any adjoining or neighbouring property now or heretofore forming part of the land conveyed to the Vendors by the Conveyance dated the Eighteenth day of March One thousand nine hundred and sixty five mentioned in the First Schedule hereto and connecting with the water main and main sewer in the new road referred to in the said First Schedule and of entry upon such adjoining or neighbouring property for the purpose of breaking up the surface thereof and cleansing repairing or renewing any part of the said common water or drainage pipes lying in or under such adjoining or neighbouring property as are necessary for the full enjoyment by the Purchasers and their successors in title of the property hereby conveyed the Purchasers and their successors in title making good all damage done thereby to such adjoining or neighbouring property and restoring the surface thereof as soon as may be and (in common with all other persons using the said pipes) paying a proper proportion of the cost of cleansing repairing and renewing the said common water and drainage pipes. RESERVING NEVERTHELESS to the Vendors or other the owner or owners of such adjoining or neighbouring property in fee simple such and the like rights in respect of the said common water and
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drainage pipes and such and the like right of entry upon the property hereby conveyed for the purpose of breaking up the surface thereof and cleansing repairing or renewing any part of the said common pipes lying in or under the property hereby conveyed as are necessary for the full enjoyment by the Vendors or other the owner or owners of such adjoining or neighbouring property and any messuage or buildings now or hereafter erected (but not later than Seventy five years from the date hereof) upon any part thereof the Vendors or other the owner or owners as last aforesaid and their successors in title respectively making good all damage done thereby to the property hereby conveyed and restoring the surface thereof as soon as may be and (in common with all other persons using the said pipes) paying a proper proportion of the cost of cleansing repairing or renewing the said common water and drainage pipes.

PROVIDED FURTHER that the Vendors reserve to themselves the right to divert or alter any streets or roads intended to be made on the said Estate either as regards direction width or otherwise but not so as to unduly interfere with the rights of way herein granted to the Purchasers and also reserve to themselves the right to use layout develop or sell the whole or any part or parts of the said Estate for the time being remaining unsold and in such manner and for such purposes as they may think fit.

THE SECOND SCHEDULE above referred to

1. A right at all times hereafter by day or by night with or without horses or other animals carts carriages and motor vehicles laden or unladen (but not with traction engines) to go and return over and along the said roads shown on the plan attached hereto given access from and to the property hereby conveyed to and from the nearest public highway.

2. A right to lay and relay and examine and repair gas and water mains and electric cables in or on the said roads.

3. A right to the free passage and running of water and soil through the main drains or sewers now constructed in the said roads.

4. A right for the purposes of the rights Numbered 2 and 3 above of opening the said roads subject to making them good to the satisfaction of the Vendors."

3	1990-11-13	The Conveyance dated 3 December 1970 referred to above contains the following provision:- "PROVIDED ALSO that the Purchasers and the persons deriving title under them shall not become entitled to any right of light or air which would prejudicially affect the free and unrestricted user by the Vendors and the persons deriving title under them or their predecessors in title of any adjoining or neighbouring property for building or other purposes."
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B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
1	2018-09-28	PROPRIETOR: TREVOR BOSANQUET of 4 Holme Hall Avenue, Scunthorpe DN16 3PY.
2	2018-09-28	The value stated as at 28 September 2018 was £248,000.

3	2018-09-28	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
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C: Charges Register

This register contains any charges and other matters that affect the land.

Class of Title: Title absolute

Entry number	Entry date	
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1	1990-11-13	A Conveyance of the land in this title dated 3 December 1970 made between (1) Bottesford Avenue Development Co. Limited (Vendors) and (2) Michael Arthur Smart and Janet Smart (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
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2		<p>The following are details of the covenants contained in the Conveyance dated 3 December 1970 referred to in the Charges Register:-</p> <p>"THE Purchasers for themselves and the persons deriving title under them and with intent that the burden of this covenant shall run with and bind the land hereby conveyed and every part thereof (but not so as to render the Purchasers personally liable for any breach thereof taking place after they shall have ceased to have any interest in the said land and with the intent that the benefit thereof (subject as hereinafter provided) be annexed to and devolve with each and every part of the land conveyed to the Vendors by the said Conveyance dated the Eighteenth day of March One thousand nine hundred and sixty five (hereinafter called "the said Estate") other than the land hereby conveyed (whether sold before or after the date of this</p>
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Conveyance) hereby jointly and severally covenant with the Vendors and all other persons claiming under them as Purchasers of any part or parts of the said Estate that they the Purchasers and the persons deriving title under them will at all times hereafter observe and perform the covenants and stipulations contained the Third Schedule hereto.

PROVIDED ALWAYS that the Vendors shall have power at any time or times by any deed or deeds or by writing in their discretion to waive or vary or release any of the said stipulations in respect of the plot of land hereby conveyed or any other plot on the said Estate or to sell and convey any of the said Estate remaining unsold at the date hereof free from any or all of the stipulations and either subject or not to any different stipulations and nothing herein contained shall impose on the Vendors any obligation itself to observe or perform any of the stipulations in respect of any part of the said Estate so remaining unsold or to enforce the said stipulations or any of them against any other Purchaser.

THE FIRST SCHEDULE above referred to

(a) The Purchasers shall not or will do or carry on or permit to be done or carried on upon the property hereby conveyed or upon any part thereof any act or thing which shall be or tend to be or become a nuisance or annoyance to the Vendors or the owners or occupiers of any adjoining or neighbouring property or to the neighbourhood.

(b) No trade or business Hotel or Club of any kind shall be carried on upon any part of the land hereby conveyed without the consent in writing of the Vendors and the said property shall be used as private dwellinghouse or bungalow only and for no other purpose.

(c) No buildings shall be erected on the said land hereby conveyed without first obtained the Vendors' approval to the plans thereof.

(d) No buildings or erections except fences shall be built upon the land nearer to the said new roads than the Building Line stipulated by the Local Authority and no part of any house except bay windows or architectural dressings shall project beyond the said Building Line.

(e) The Purchasers shall not at any time hereafter keep or suffer or permit to be kept or to be upon or in or about the land hereby conveyed or any part thereof any fowls (including hens ducks geese or turkeys) or any pigs or pigeons or an Aviary or a greater number of dogs than two.

(f) The Purchasers shall not erect or permit or suffer to be erected on the said land or any part thereof any hoardings or erections for the display of advertisements whatsoever other than a notice referring to the sale or letting of any house erected or to be erected on the said land or a metal plate not exceeding one foot square. No hut caravan house or wheels or other temporary structure except in connection with any dwellinghouse in course of erection shall be erected or set up or suffered to be or remain upon the said land or any part thereof.

(g) The Purchasers shall not obstruct any portion of the roadway or footpaths by the deposit of building materials or otherwise nor disturb the surface of such roadway or footpaths except for the purpose of making connections to sewers drains or mains thereunder and any such disturbance shall be made good by the Purchasers with all due despatch.

(h) No portion of the land hereby conveyed shall

be used as a road or way from or to any land adjoining or adjacent to the Vendors' Bottesford Estate.

APPENDIX 3 COVENANT IMPLICATIONS

Source: www.lawhive.co.uk/knowledge-hub/property/can-neighbours-enforce-restrictive-covenants/

Restrictive covenants are rules attached to a property that limit what you can do with it - often to protect the look of a neighbourhood, maintain property values, or prevent disputes. But what if a neighbour thinks you've broken one - can they actually take legal action? In this guide, we'll break down when restrictive covenants can be enforced, who has the right to do it, and what to do if you're dealing with a dispute.

9 What is a restrictive covenant?

A restrictive covenant is a legally binding condition written into a property's title deeds, setting rules on how the property can be used. These restrictions are typically put in place by developers or previous landowners to keep an area uniform or protect the interests of neighbouring properties.

10 Three common examples

- **Building restrictions:** Preventing extensions, additional structures, or major renovations without prior approval.
- **Land use limitations:** Prohibiting commercial activities in residential areas.
- **Aesthetic controls:** Requiring properties to adhere to specific design standards, such as paint colours or garden maintenance.

11 Are restrictive covenants legally enforceable?

Yes, restrictive covenants are legally enforceable, but only if they are still relevant and provide a clear benefit to the party seeking enforcement. A valid covenant remains in effect regardless of how many times a property changes hands. However, some covenants may become unenforceable over time due to:

- **Changes in property law:** If laws or regulations override older covenants.
- **Lack of enforcement:** If the covenant has been ignored for many years without objection.
- **No clear benefit:** If the restriction no longer serves its original purpose or benefits no identifiable party.

👉 In some cases, a homeowner may be able to challenge or remove a restrictive covenant through legal action, especially if it is outdated or unfair. You can learn more in our [guide to removing restrictive covenants](#).

12 Who can enforce a restrictive covenant?

Not everyone can enforce a restrictive covenant - it depends on who benefits from it. The following parties typically have the right to enforce a covenant:

- **The original developer or landowner:** If the covenant was put in place to protect the design, uniformity, or purpose of a development, the original party may still have enforcement rights.

- **Neighbouring property owners:** If the covenant was created to protect other properties in the area, those homeowners may be able to take legal action if the restriction is breached.
- **Management companies or local authorities:** If the covenant applies to shared spaces, private roads, or estate-wide restrictions, these organisations may have the right to enforce it.

💡 **Key takeaway:** Not all covenants are actively enforced, but if you breach a valid one, the benefiting party could take legal action. If you're unsure about a restrictive covenant on your property, getting legal advice from a [restrictive covenant solicitor](#) can help clarify your rights and options.

13 How do you know if a covenant is enforceable?

Not all restrictive covenants can be enforced, certain conditions must be met for them to be legally binding. If you're unsure, a property law solicitor can help you determine whether a covenant applies to your property. Here are the key factors that make a covenant enforceable:

- **It benefits another property:** The covenant must be in place to protect a specific piece of land, not just impose a restriction for no reason.
- **It was meant to last:** The covenant must have been designed to 'run with the land', meaning it applies to future owners, not just the original buyer.
- **The enforcing party has the right to do so:** The person or organisation trying to enforce the covenant must own the land that benefits from it.
- **The buyer was made aware:** When purchasing the property, the buyer must have been notified about the covenant or should have reasonably known it existed.

14 Can neighbours enforce restrictive covenants?

In some cases, neighbours can enforce restrictive covenants, but only if they have the legal right to do so. Just because a covenant exists doesn't mean every neighbour can take action - certain conditions must be met. For example, if a neighbour has no direct connection to the restrictive covenant, they cannot enforce it in any way. To enforce a restrictive covenant, a neighbour must prove:


- **They benefit from the covenant:** The restriction must have been intended to protect their property, not just the wider area. If the covenant was put in place to maintain privacy, prevent overdevelopment, or protect property values, they may have standing to enforce it.
- **The covenant is still valid:** If the covenant has been ignored, waived, or legally removed, it may no longer be enforceable. For example, if other homeowners have breached the same covenant without consequences, it could weaken a claim.
- **They have a legal right to enforce it:** Not all restrictive covenants automatically grant neighbours enforcement rights. Some covenants are enforceable only by the original landowner, developer, or management company. A neighbour would need to prove that the covenant was intended to benefit their property directly.

💡 **Key takeaway:** A neighbour can't enforce a restrictive covenant just because they don't like a change - they must show a legal connection to the covenant and its intended purpose.

15 What happens if you don't comply with a restrictive covenant?

Ignoring a restrictive covenant can lead to serious legal and financial consequences, especially if the benefiting party decides to enforce it. Depending on the severity of the breach and who is affected, a homeowner may face legal disputes, forced changes to their property, or difficulties when trying to sell. Here's what could happen:

- **Legal action:** The benefiting party (such as a neighbour, developer, or management company) can take the homeowner to court to enforce the covenant. This could lead to a costly legal process.
- **Injunctions:** If a court agrees that the covenant has been breached, it may issue an injunction ordering the homeowner to undo any unauthorised changes. This could mean removing an extension, changing the use of the property, or restoring a modified area.
- **Financial penalties:** The homeowner may have to pay compensation if the breach has caused financial harm to others, such as reducing a neighbour's property value or affecting shared spaces. Legal costs may also be awarded against them.
- **Impact on selling the property:** A breach of a restrictive covenant can make it harder to sell or remortgage the property. Buyers and mortgage lenders often require proof that there are no outstanding breaches, and an unresolved issue may delay or prevent the sale.

 **Key takeaway:** If you breach a restrictive covenant, the safest option is to address the issue before it escalates. Seeking advice from a property lawyer early can help you explore solutions, whether that's negotiating with the benefiting party, applying for a formal modification, or obtaining indemnity insurance.

16 What to do if a neighbour breaches a restrictive covenant

If a neighbour breaches a restrictive covenant, you may have the legal right to enforce it - but it's important to follow the right steps. Some disputes can be resolved amicably, while others may require legal action.

Here's what you can do:

1. **Review the covenant terms:** Check the property's title deeds to confirm the covenant is still valid, enforceable, and applies to your property. Not all covenants give neighbours the right to enforce them, so legal advice may be needed.
2. **Talk to your neighbour:** A polite conversation can often resolve the issue without escalation. Many homeowners aren't aware they're in breach, and they may be willing to correct the issue voluntarily.
3. **Seek legal advice:** A solicitor can review your rights, assess whether the covenant is legally enforceable, and help you understand your enforcement options.
4. **Send a formal notice:** If the breach continues, your solicitor can send a formal letter requesting compliance. This may include a deadline for corrective action and warn of further legal steps if ignored.

5. **Apply for an injunction:** If the neighbour refuses to comply, you can apply for an injunction through the courts, requiring them to undo the breach or stop further violations. If financial harm has been caused, you may also be able to claim compensation.

17 FAQ

18 Can any neighbour enforce a restrictive covenant?

No, only neighbours who directly benefit from the covenant and have legal standing can enforce it. If the covenant wasn't designed to protect their property, they can't take action.

19 What if a restrictive covenant hasn't been enforced for years?

If a covenant has been ignored for a long time, it may be considered unenforceable, especially if similar breaches have been allowed without challenge. However, this isn't always the case, so it's best to get legal advice before assuming it no longer applies.

20 How do I check if a covenant is enforceable?

A solicitor can review your property deeds and legal documents to see if the covenant is still legally binding. They can also check if it has ever been challenged, waived, or is no longer valid due to legal changes.

21 Final thoughts

Restrictive covenants help protect neighbourhoods and control how properties are used, but they can also lead to disputes. While some neighbours can enforce them, they must have the legal right to do so - it's not always straightforward.

If you're dealing with a covenant issue, whether you're challenging, enforcing, or unsure of your rights, getting expert legal advice can help you understand your options and avoid costly mistakes.

APPENDIX 4 PA/2025/218 DELEGATED ASSESSMENT

APPLICATION NO	PA/2025/218
PROPOSAL	Application for a certificate of lawful development for the proposed change of use from a residential dwelling (Use Class C3) to HMO (Use Class C4) with six bedrooms / six persons
LOCATION	4 Holme Hall Avenue, Bottesford, Scunthorpe, DN16 3PY
APPLICANT	TES Property Services Ltd
CASE OFFICER	Jennifer Ashworth

LEGISLATION

An application for a Lawful Development Certificate for a proposed use under section 192 of the Town and Country Planning Act 1990 is not a 'planning application' in the normal sense. An assessment of the proposal against policies within the development plan and consideration of the 'planning merits' of the proposal are not relevant.

The application falls to be considered against the Town and Country Planning Act 1990 (as amended). The Town and Country Planning (General Permitted Development) (England) Order 2015, Part 3: Class L is also relevant to this case. Regard is also given to relevant case law in this respect.

The National Planning Policy Framework (NPPF) is silent on Section 192 applications however there is guidance contained within the Planning Practice Guidance (PPG).

CONSULTATIONS

There is no statutory requirement to consult on applications under Section 192 of the Act, however one comment has been received from a consultee in relation to this application.

Environmental Health and Housing: No history of noise complaints from residents. Should the property be operated as an HMO for 5 or more persons forming 2 or more households it will require licensing and will need to meet North Lincolnshire Councils Amenity Standards for HMOs and there would be a number of controls in place to ensure that the facility is well managed in terms of waste and ASB.

Lead Local Flood Authority: Comments raised by the team however these comments are not relevant to this type of application.

TOWN COUNCIL

Bottesford Town Council object & reject the application on the grounds that North Lincolnshire Council have amended policy, article 4, stating that new HMO's should have planning permission, therefore this application is unpermitted development. This application requires resubmitting as a full planning application.

Bottesford Town Council request to be notified at all stages of the application of full planning permission & licence.

COMMENTS RECEIVED

135 Comments Received, some of which have been made by the same person on different occasions. A summary of the comments received are provided below:

- Noise Disruption
- Concerns regarding property maintenance
- Traffic and Parking concerns
- Concerns regarding who will be living in the property
- Concerns in relation to increased crime in the area
- Impact on property values
- Inadequate living conditions for residents of HMO

ASSESSMENT

A lawful Development Certificate is being sought pursuant to Section 192 of the Town and Country Planning Act 1990 (as amended) to confirm the proposed change of use from a residential dwelling (Use Class C3) to HMO (Use Class C4) with six bedrooms is lawful.

The definition of a C4 is: A dwelling that falls within Use Class C4 is a small, shared houses occupied by between three and six unrelated individuals, as their only or main residence, who share basic amenities such as a kitchen or bathroom.

The floor plans of the property show that there would be a total of 6 no. bedrooms, 4 no. bedrooms on the first floor and 2 no. bedrooms on the ground floor. The applicant has confirmed in an email dated 26/03/25 that the property will be occupied by a maximum number of 6 people. The original floor plan of the property confirms that the dwelling was originally a five bedroom property with 4 bedrooms on the first floor with two separate bathrooms and a bedroom on the ground floor. The existing kitchen has been converted into a bedroom and the downstairs bedroom and games room is now an ensuite bedroom. All bedrooms are now en-suite. The property includes a garage, hall, dining room and kitchen at the ground floor.

As confirmed above the property was a 5-bedroom dwelling house (Use Class C3), and the owner converted the kitchen to a bedroom and extended the existing downstairs bedroom into the games room for the proposed 6-bedroom HMO (Use Class C4) through Class L - permitted development.

Section 192 of the Act indicates that the burden of proof lies with the applicant. The relevant test is 'the balance of probabilities' as set out in legislation, planning practice guidance and as supported by case law, rather than the more onerous test of 'beyond reasonable doubt'. Section 192 of the Act states that

'If any person wishes to ascertain whether—

- a) any proposed use of buildings or other lands; or
- b) any operations proposed to be carried out in, on, over or under land,

would be lawful, he may make an application for the purpose to the local planning authority specifying the land and describing the use of operations in question.

If, on an application under this section, the local planning authority is provided with information satisfying the authority that the use or operations described in the application would be lawful if instituted or begun at the time of the application, they shall issue a certificate to that effect; and in any other case, they shall refuse the application'.

The main issue in this assessment is whether the conversion of the existing dwelling qualifies as permitted development under the legislation and consequently lawful as defined within Section 192 of the Act.

The applicant in their application submitted the following:

- Location Plan
- Existing Floor Plans
- Proposed Elevations and Floor Plans
- Existing and Proposed Site Plan

The lawfulness of the proposed conversion from dwellinghouse to small HMO is assessed against Schedule 2, Part 3, Class L of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (GPDO). This states that

'Permitted development

L. Development consisting of a change of use of a building

- a) from a use falling within Class C4 (houses in multiple occupation) of the Schedule to the Use Classes Order, to a use falling within Class C3 (dwellinghouses) of that Schedule;
- b) from a use falling within Class C3 (dwellinghouses) of the Schedule to the Use Classes Order, to a use falling within Class C4 (houses in multiple occupation) of that Schedule.'

Class L (b) of the GDPO 2015 therefore permits the conversion from dwellinghouse to small HMOs and vice versa.

L.1 refers to development which is not permitted by Class L if it would result in the use—

(a) as two or more separate dwellinghouses falling within Class C3 (dwellinghouses) of the Schedule to the Use Classes Order of any building previously used as a single dwellinghouse falling within Class C4 (houses in multiple occupation) of that Schedule; or

(b) as two or more separate dwellinghouses falling within Class C4 (houses in multiple occupation) of that Schedule of any building previously used as a single dwellinghouse falling within Class C3 (dwellinghouses) of that Schedule.

Accordingly, the proposed conversion from dwellinghouse Class C3 to HMO Class C4 is considered permitted development under Class L and therefore lawful under Schedule 2, Part 3, Class L of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (GPDO).

Other Matters

Comments from the LLFA Drainage Team, Environmental Health and the public are noted but cannot be considered under a proposal seeking lawful development certificate whose aim under the legislation seeks to establish if a development is lawful in terms of the provisions listed under S192 of the Town and Country planning Act 1990. The matters raised by Environmental Health are in any case dealt with through the licensing legislation.

Conclusion

The proposal seeks a lawful development certificate for a proposed conversion of a dwellinghouse from C3 to C4 use. Having considered the level of information provided by the applicant and contained within the application, it is considered that the proposed development is regarded as permitted development. Planning permission is not required and therefore the proposed development is lawful, and the lawful development certificate should be granted.

Recommendation: Approve lawful development certificate.

APPENDIX 5 OCCUPANCY

Source: www.gov.uk/government/publications/houses-in-multiple-occupation-and-residential-property-licensing-reform-guidance-for-local-housing-authorities/houses-in-multiple-occupation-and-residential-property-licensing-reform-guidance-for-local-housing-authorities

Using the plan in the planning application:



Bedroom inc ensuite	m	m	ensuite	m ²	adult occupancy
1	3.7000	3.6750		13.5975	2
2	3.7800	2.7100	2.3400	12.5838	2
3	4.3100	2.5250	2.3400	13.2228	2
4	4.0500	2.5250	2.3400	12.5663	2
5	3.6700	2.7900	2.3400	12.5793	2
6	3.6200	2.7400	2.3400	13.3368	2

“Infant occupiers under the age of one

For the purposes of calculating the minimum room sizes and/or the maximum number of occupants under the new Regulations, we would expect local authorities not to count any infant occupants under the age of one”.

As a result, the proposed accommodation is large enough for twelve adults and six infants.

Rec'd 12/19/25

Mr Christopher Day,



Your Ref:
APP/Y2003/W/25/3370758
Our ref: 2025/09/02-01

Dot Kujawa,
The Planning Inspectorate,
Temple Quay House,
2 The Square,
Bristol,
BS1 6PN

2nd September 2025

APP/Y2003/W/25/3370758

Town and Country Planning Act 1990: Appeal by TES Property Services Ltd.

Site Location: 4 Holme Hall Avenue, Bottesford, Scunthorpe, DN16 3PY

Dear Ms Kujawa,

I am writing to express my objection to the planning application for the proposed changes to 4 Holme Hall Avenue, Bottesford, and the subsequent appeal. I fully support the local authority's decision to refuse the application.

My objection is based on the following key material planning considerations:

- **Fundamentally Inaccurate Submissions:** The applicant has repeatedly submitted "existing" floorplans that are demonstrably inaccurate, obscuring the true scale of the proposed structural alterations.
- **Misleading Information:** Evidence within the applicant's own drawings (Ref: A01/2130/07B) suggests a premeditated plan to develop a 9-bedroom HMO, this is in contrary to the application being appealed.
- **Inadequate and Unsafe Parking:** The proposed parking provision is based on undersized parking bays and an assumption that not all residents would need to park. Additionally the plan has an inaccessible layout that will result in an inability to fully utilise all intended parking spaces/and or manoeuvre the vehicles in and out of the plot, and would block emergency access into/out of the property.
- **Detrimental Impact on Local Character:** A large-scale HMO is entirely out of keeping with this established residential area, a fact supported by 2021 Census data (latest version in the public domain) and the council's HMO register, which shows zero other HMOs in Bottesford.

I urge the inspectorate to dismiss this appeal.

Introduction

I will be referring to two planning applications submitted to North Lincolnshire Council planning portal in relation to the property known as 4 Holme Hall Avenue, Bottesford. These are:

- PA/2025/218 - <https://apps.northlincs.gov.uk/application/pa-2025-218>
- PA/2025/742 - <https://apps.northlincs.gov.uk/application/pa-2025-742>

The points raised herein are evidence based and my own interpretation of the information available to me at the time of writing. I am writing as a concerned resident and not in any professional capacity.

Initial Planning Application PA/2025/218

An initial application, **PA/2025/218**, was submitted on 11th March 2025, titled “*Application for a certificate of lawful development for the proposed change of use from a residential dwelling (Use Class C3) to HMO (Use Class C4) with six bedrooms/six persons*”.

A number of supporting documents were uploaded to the planning portal. The dates of those documents are as follows:

- Application Form, dated 18th February 2025
- Drawing titled “Existing & Proposed Site Plan”, No Document Reference (Undated)
- Ref A01/2130/02 - Job: “Change of use to a 6 bedroom HMO”, Title: “Existing & Proposed plans and elevations” - January 2025

The developer, Mr. Tony Smith of TES Property Services Ltd, is a director of several local businesses and is understood to be a local resident.

Despite the availability of numerous qualified architects, surveyors, and planning consultants within the North Lincolnshire area, he has chosen to employ the professional services of Town Planning Expert (tpx), a firm based in Portsmouth, approximately 190 miles away. This raises significant concerns about the agent's familiarity with Bottesford's specific character and the nuances of the North Lincolnshire Council's Local Plan. An agent from outside the area is unlikely to possess the same intricate understanding of neighbourhood dynamics and specific community concerns as a local professional would.

Furthermore, a review of tpx's public marketing material indicates a primary focus on contentious applications and the planning appeal process. This decision to engage a remote firm specialising in planning appeals - and one without intrinsic local knowledge - from the very outset is noteworthy. It suggests that the developer anticipated that the proposal would be contentious and likely to be refused permission by the planning authority and opted for an appeal-focused strategy.

Furthermore, the decision not to engage with the local professional community raises valid questions about the development's contribution to the local economy. This approach raises questions as to whether the primary focus is on maximising profit, rather than on a development that integrates with and supports the local community and businesses.

This belief is further reinforced by the significant scope creep of the project which has been displayed between March and June 2025. These will be discussed in the next section.

Floorplans

The drawing titled “Existing and Proposed Elevations and Floor Plans” (A01/2130/02) (Figure 1) does **not** in fact show the **existing** floor plan of the property. It only shows the proposed elevation and floor plan.



Figure 1 - Drawing Ref A01/2130/02

Compare this with the *actual* floorplan of the existing property (Figure 2).

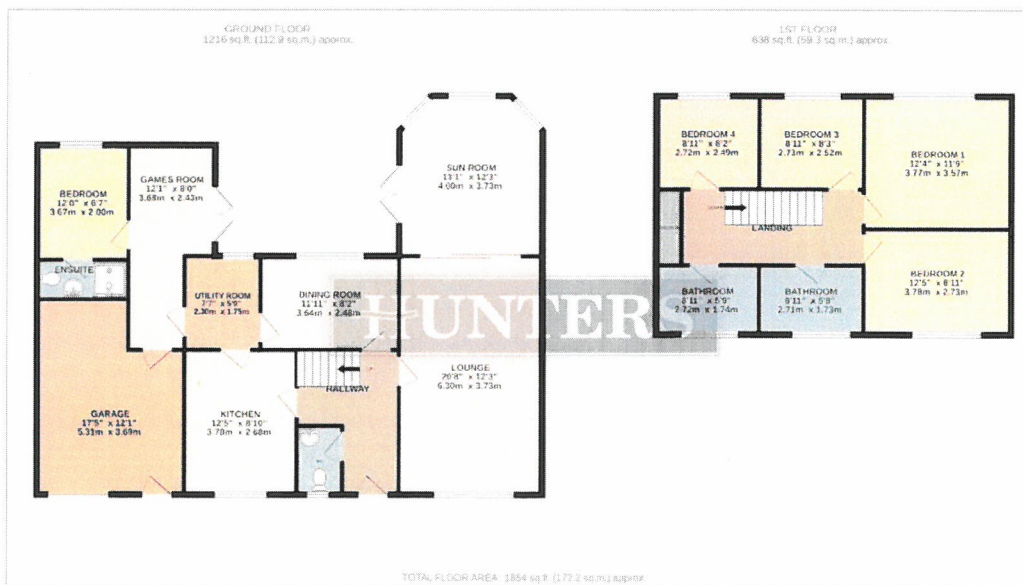


Figure 2 - Existing floorplan

As can be seen from Figure 1 and Figure 2, there are *significant* differences to the floor plan, including moving the staircase, changes to almost every internal wall on both ground and first floor, and changes to window sizes.

This significant discrepancy between the submitted “existing” plans and the property's actual layout constitutes a misrepresentation of the baseline conditions. This has the effect of obscuring the true scale of the proposed works from proper scrutiny by the planning authority and the public. Had the developer been fully transparent in the planning application, an “existing” floor plan would have been included, similar to how it appears on Figure 2.

I query why the original application and permissions should still stand, given these significant variations as in my opinion, shouldn't this have resulted in the voiding of the original application PA/2125/218 since the building shown in the application does not match reality?

Parking Provision

From the initial application, PA/2025/218, the unreferenced drawing titled “*Existing & Proposed Site Plan*” shows an area in front of the property with five car parking spaces (Figure 3).

The site plan drawing had an indicated scale of 1:500 but Figure 3 is not reproduced here in a scaled size.

This drawing shows that the developer considers that five spaces have been allowed for along the front face of the property.

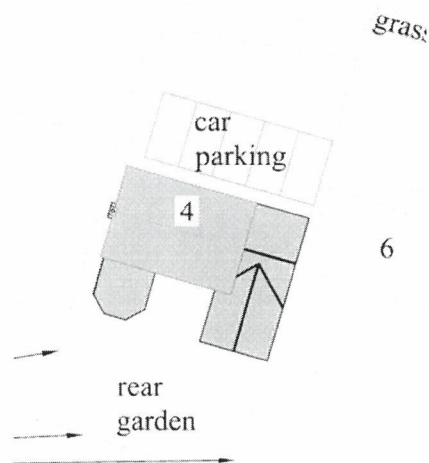


Figure 3 - excerpt of site plan

Allocating five parking spaces across the front of the property means that when all five are occupied, any access/egress via the front entry door would become compromised by vehicles. This presents potential issues for fire escape routes, in addition to the negative appearance of the streetscape.

Scaling elements from the submitted drawing shows that the vehicle spaces are approximately 2.6m wide and 4.8m in length each. Such parking spaces are suitable for vehicles up to C-segment in size (Ford Focus, Vauxhall Astra) and are too tight to accommodate larger vehicles.

New vehicle registration data shows that for the top 10 car models sold in 2025 so far, 7 of those are classed as SUVs.

There is no indication that a vehicle swept-path analysis has been carried out using a tool such as Vehicle Tracking included in the architecture editions of Autodesk AutoCAD.

As scaled, there is approximately 4.3m from the parking space to the garden wall at the shortest end, up to 5.75m from the parking space to the garden wall at the widest end. Both of these figures are smaller than the recommended minimum 6.0m aisle width required for perpendicular parking spaces, and suggest that it is physically impossible to fully occupy the parking spaces furthest from the single entrance.

Currently the front garden is partially paved, with the remainder of the front garden being flower beds. Providing any additional parking areas, including vehicle turning area, would it appear to necessitate the installation of additional paving, which may have detrimental impacts on surface water drainage.

The front garden is served by a single entrance and dropped kerb, at the widest end of the front garden. From a road safety perspective here would be no possibility of the developer to add a secondary driveway/entrance, due to the near proximity of the T-junction with Manor Road.

There is insufficient space to provide for more than 5 parking bays. Currently, the property has an integral garage with a modern roller-shutter door, finished in white to complement the windows and doors of the property. This integral garage provides an additional parking space, but the developer is planning to convert the garage into an additional habitable room.

It should be noted that the consultant, Town Planning Expert (tpx), included the following statement in their initial application:

“The matters relating to car parking, design and amenities are not germane to the determination of this certificate as they fall well outside the scope of Class L. However, there is space for car parking at the front of the property.”

This indicates that the developer/consultant are fully aware of the potential impact from a large number of vehicles being parked at this property, and they have chosen to ignore it.

This belief is further reinforced by the response to the planning refusal:

“The proposed development currently features five on-site parking spaces, which adequately serve a 6-person House in Multiple Occupation (HMO) operating under Class C4. This provision significantly exceeds the minimum requirement of three parking spaces for an HMO of this occupancy size.”

I will address this point later in my review, because it is very clear that the developer and his consultant are aiming to achieve the bare minimum. I believe that the end goal remains to develop this property into a 9 bedroom HMO through using a “piecemeal” approach to development, whereby an initial, smaller-scale application is used to establish a principle of use before the true, much larger scale of the development is realised.

I will demonstrate this with evidence that has been pulled from the subsequent planning application PA/2025/742.

Second Planning Application PA/2025/742

Following approval of planning application PA/2025/218 (in spite of the erroneous information included within) a subsequent application, **PA/2025/742**, was submitted on 17th June 2025.

A number of documents were included with planning application PA/2025/742, including the following relevant plans/elevations:

- Application Form, dated 13th June 2025
- A01/2130/06 – “Erection of a ground floor rear extension, internal alterations & change of use to a 9 bed HMO – Existing plans and elevations”, January 2025
- A01/2130/07B – “Erection of a ground floor rear extension, internal alterations & change of use to a 9 bed HMO, Proposed plans and elevations”, February 2025

Once again, the “existing” floorplan and elevation drawing (A01/2130/06 - Figure 4) did not reflect reality. Instead, the “existing plans and elevations” drawing in application PA/2025/742 is identical to the “existing and proposed” floorplan (A01/2130/02 - Figure 1) from application PA/2025/218.

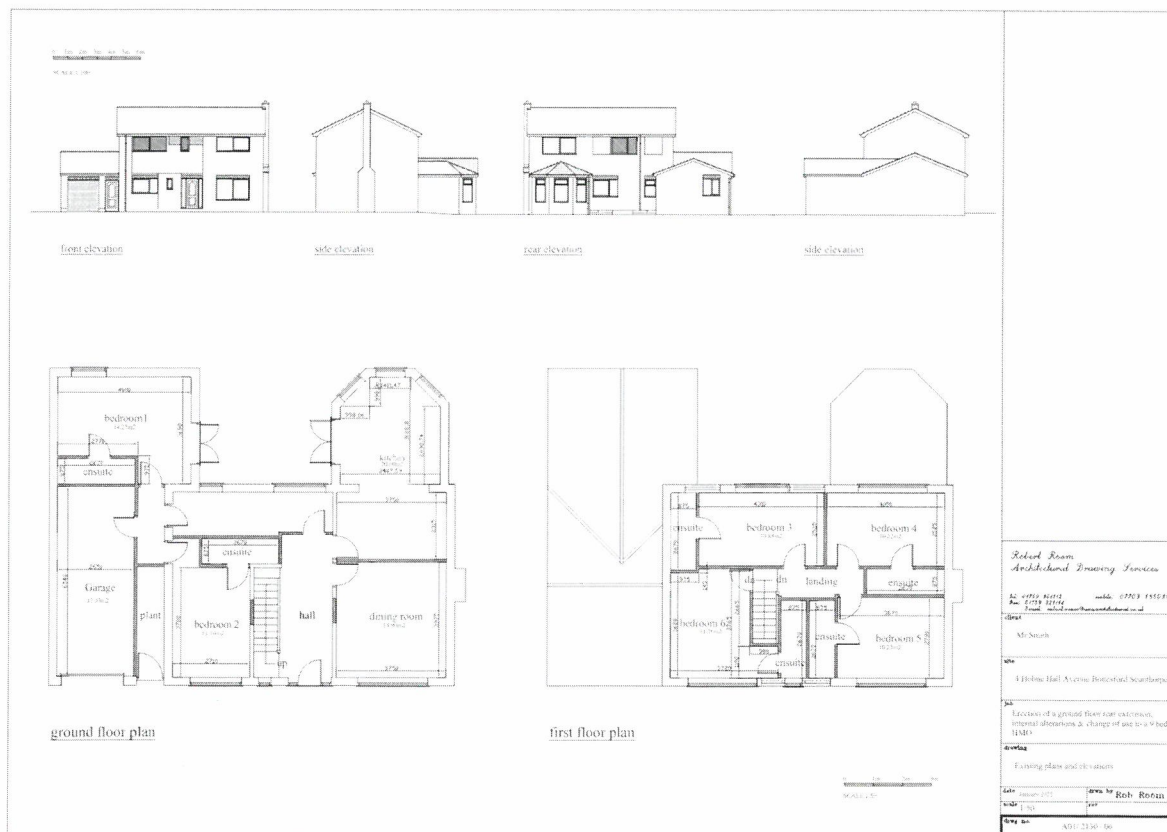


Figure 4 - A01/2130/06 - 9 bedroom HMO "existing" plan

Drawing A01/2130/06 clearly shows bedrooms 1 to bedroom 6, each having an ensuite bathroom. The “existing” floorplan is clearly not intended to represent the 5 bedroom family home that it was originally. It is evident that these sets of drawings, provided with the application on the 17th June 2025, were intended to show a conversion from a 6 bedroom HMO to a 9 bedroom HMO.

Concerns were immediately raised by local residents when planning application PA/2025/742 was submitted to the planning portal. This second application shows significant changes to the property.

Subsequently, two weeks later, on the 1st July 2025, the plan and elevation documents were revised with the following document references and titles:

- A01/2130/09 – “Erection of a ground floor rear extension & garage conversion to study – Existing plans and elevations”, June 2025
- A01/2130/10 – “Erection of a ground floor rear extension & garage conversion to study – Proposed plans and elevations”, June 2025

Following the addition of revised drawings, the “existing plans and elevations” drawing (Figure 5) now depicts the *original* layout of the house, and not the 6 bedroom HMO from which this application is being developed.



Figure 5 - A01/2130/09 - Existing plan and elevations

These revised drawings imply that the developer is applying to convert the existing 5 bedroom family home into a new HMO, as of 17th June 2025.

It should be noted that North Lincolnshire Council require that all HMOs, irrespective of size, are required to go through the full planning process and cannot simply obtain a certificate of lawfulness.

I will discuss aspects of these drawings, which I believe require closer scrutiny, in the following section.

Inconsistencies in Application PA/2025/742

I would like to draw your attention to drawing no A01/2130/07B (Figure 6) which was submitted with second planning application PA/2025/742.

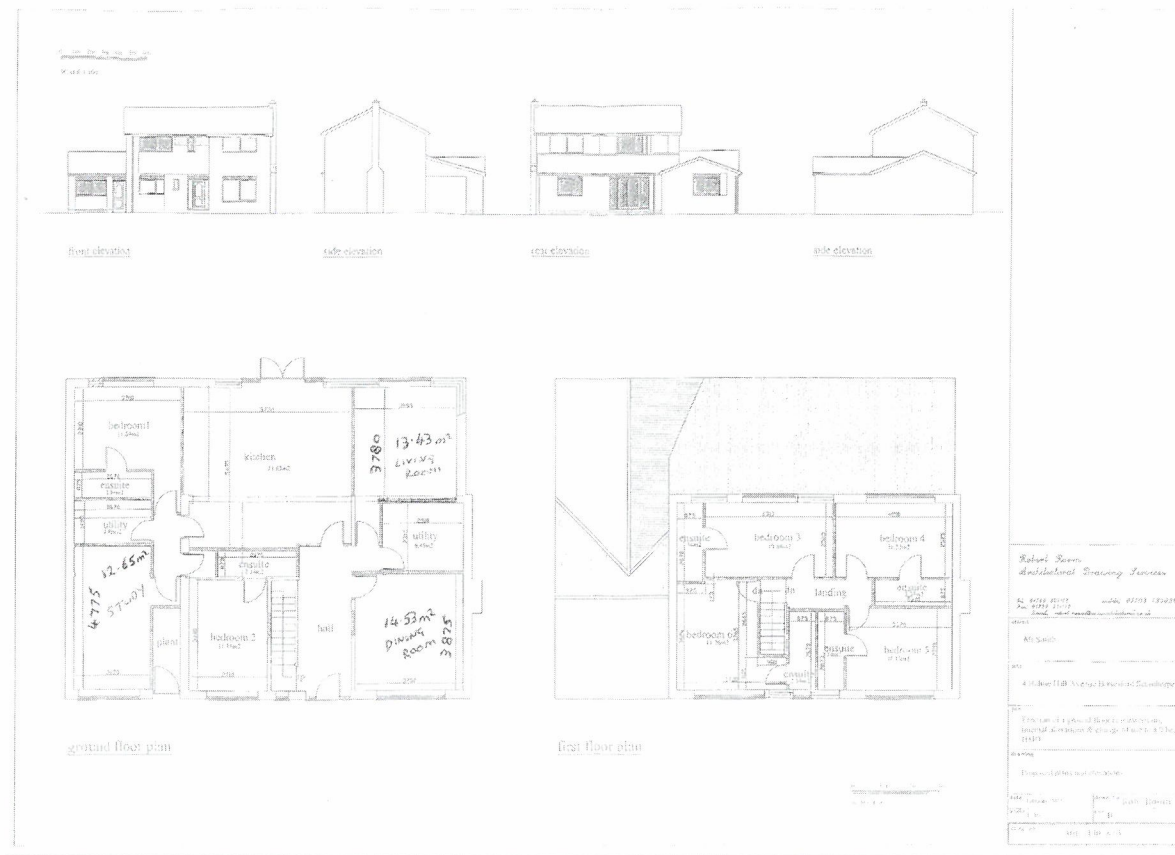


Figure 6 - A01/2130/07B - 9 bedroom HMO proposed plan

The title block of this drawing is “Erection of a ground floor rear extension, internal alterations & change of use to a **9 bed HMO** – Proposed plans and elevations”, drawn in February 2025.

It is unclear why TES Property Services initially chose to submit a drawing with the following attributes:

- A title block that describes a “9 bedrooms” HMO.
- The “Bedroom” rooms are labelled, up to bedroom number 6, with the other rooms that were created in this revision of the drawing being entirely unlabelled in the CAD drawing.
- These unlabelled rooms have been labelled in hand-written pen as “Study”, “Living Room”, “Dining Room”

The title block had been intentionally changed **FROM** 6 bedroom HMO **TO** 9 bedroom HMO compared to drawing A01/2130/06 (Figure 1) included with the prior application PA/2025/218.

There are three unlabelled rooms. The title block states 9 bedroom HMO. There are 6 labelled bedrooms. The only logical conclusion is that the 3 unlabelled rooms are in fact additional bedrooms, bring the total bedrooms to 9. If it is anything other than an intention to develop a 9 bedroomed HMO this would be an extraordinary coincidence stemming from the confluence of errors occurring in the title block of two drawings and unlabelled rooms. It is unclear why hand-written labels have been written onto the printed drawings prior to submission.

As previously noted, a revised drawing with ref A01/2130/10 was uploaded on the 1st July 2025. This revised drawing changes the drawing title to “*Erection of a ground floor rear extension & garage conversion to study*”, removing all reference to “9 bedrooms”. However, other than the labels being typed in the CAD drawing, rather than hand-written, this drawing is 100% the same as A01/2130/06 dated 17th June 2025. These inconsistencies and last-minute changes to the drawings could be perceived as an attempt to obscure the project’s true scope and push the application through the planning process.

Furthermore, the layout of the room suggests that the developer has intentionally designed the floorplan to accommodate 9 bedrooms:

- The “Study” and ground floor “Bedroom 1” are separated by a new “Utility Room”
- The “Dining Room” and “Living Room” are separate by an additional new “Utility Room”

I would question why a property of this size requires two new utility rooms, in particular after adding the provision for such a large communal kitchen.

The 1st floor ensuite bathrooms are 2.34m² floor area each. There is one ensuite bathroom of this size per bedroom. On the proposed ground floor plan, there is an ensuite bathroom, 2.34m², joined to bedroom 1.

It should be noted that between the “living room” (previously unlabelled) and “dining room” (previously unlabelled), there is a 6.48m² “utility room”. There is additionally a second “utility room” (and a “plant” room) next to the “study” in the converted garage. These are both new additions to the floor plan compared to the original submission.

The strategic placement, number, and dimensions of the proposed “utility rooms” are not consistent with the functional requirements of a property of this size. The location of a 6.48m² utility room between two potential bedrooms (labelled as living room and dining room respectively), this area being approximately the size of two standard en-suite bathrooms, suggesting a design intended for future subdivision to create additional en-suite facilities, thereby facilitating a 9-bedroom HMO.

I believe that the above clearly explains the source of “errors” that were present in the initial application documents which referenced a 9-bedroom HMO.

The pattern of submitting inaccurate and misleading information across multiple applications fundamentally undermines the reliability of the evidence provided. This makes a fair and transparent assessment of the development's true impact impossible and calls into question the credibility of the entire proposal.

For the developer to be planning on converting this 5 bedroom family home into a 9 bedroom HMO, in spite of the views of residents, local authority, town council, and the local MP, shows an apparent disregard for the expressed concerns of local residents and the planning authority.

On the other hand if these are genuine errors, then they demonstrate a clear lack of care and attention by the property developer, which could be problematic considering the need to develop the property and subsequent ongoing challenges associated to the management of an HMO.

Ventilation Requirements

The death of 2 year old Awaab Ishak as a result of mould in the social housing family home highlights the importance for property owners and landlords to ensure sufficient indoor air quality and humidity control.

Given the property's size, high number of wet rooms, and expected occupancy, a simple 'System 1' ventilation strategy (relying on trickle ventilators and intermittent extractor fans) appears inadequate. This approach creates significant ventilation heat loss, which is in direct conflict with the energy efficiency standards of Approved Document L. It is highly questionable how the property could meet its energy performance targets without a balanced whole-house mechanical system, such as Mechanical Ventilation with Heat Recovery (MVHR), as defined in Approved Document F.

Furthermore, reliance on occupant-controlled fans and trickle vents installed in windows is notoriously unreliable. Tenants frequently disable these systems due to noise or perceived draughts, leading directly to the build-up of humidity and mould. A continuously operating, automated system like MVHR mitigates this risk by design, ensuring consistent air quality is maintained without requiring occupant intervention.

There is no indication that the developer has considered the ventilation and air quality requirements coming about from the extensive modifications to the property.

Census Data

This family home is located in a sought-after privately owned residential area of North Lincolnshire, principally occupied by families and elderly residents. This is backed by census records for the area.

Census data has been considered for 4 areas surrounding the property at 4 Holme Hall Avenue, shown in Figure 7.

It is worth noting that Area 1, where the proposed HMO is located, covers a larger area than the others because it is comprised of principally large detached family homes, as opposed to higher density housing comprised of primarily semi-detached properties for Areas 2, 3, and 4.



Figure 7 - map of census areas

These four areas will be described as Area 1, Area 2, Area 3 and Area 4 and cover the following streets and postcodes:

Area 1 – Holme Lane

- Holme Hall Avenue, DN16 3PY
- Holme Hall Avenue, DN16 3PZ
- Holme Lane, DN16 3RB
- Valewood, DN16 3RS
- Old School Lane, DN16 3RD
- Manor Road, DN16 3PU
- Beck Lane, DN16 3SE

Area 2 – Timberland / Beeches Avenue

- Timberland, DN16 3QA
- Silver Birch Rise, DN16 3QB
- Copper Beech Walk, DN16 3QQ
- Beeches Avenue, DN16 3QF
- Rosewood Way, DN16 3QG
- Rowan Crescent, DN16 3QE

Area 3 – Timberland / Queenswood Road

- Timberland, DN16 3QD
- Queenswood Road, DN16 3QS

Area 4 – Caistor Avenue

- Caistor Avenue, DN16 3QN
- York Avenue, DN16 3SB

The next section includes area data demographics collected from <https://www.streetcheck.co.uk/>, presented in tabular and stacked bar chart form. This is based on 2021 Census data, which is the most current data available in the public domain.

Considering the Housing Occupancy and Housing Composition metrics (Figure 9), it can be seen that the overwhelming majority of local housing is occupied by either a “1 Person Household” or “Family Household”. Since the Census data set is summarised, it is not possible to deduce if there is any correlation between the properties with greater than 4 people, and the “Other Household” properties.

However, there is a public register of houses in multiple occupancy available at the following URL: <https://www.northlincs.gov.uk/council-tax-benefits-and-housing/public-register/>

This public register indicates that there are currently **zero** HMO in the Bottesford area. Figure 8 has been exported from the URL on 2nd September 2025 and shows that all currently registered HMO are located in the town centre, close to amenities such as shopping, Job Centre, health centres, public transport links, etc.



Figure 8 - map showing existing HMO locations

Therefore, it can be surmised that for the four areas considered in this analysis, that the households with high occupancy and/or households described as “Other Household” are **NOT** due to them being HMO properties.

This further reinforces the view that this property development is **entirely out of line** with other properties in the area.

There is a precedent for the rejection of HMOs in residential areas covered by North Lincolnshire Council, including those which already have several HMOs. Recently, a property on Sheffield Street West was applied to be developed to an HMO and was refused as an HMO at this location would be:

“at odds with the form of housing locally”

and:

“would likely increase noise and disturbance for occupants of neighbouring properties”

A further HMO was refused planning permission in Webster Avenue in May 2025, in spite of that application receiving fewer objections than this development.

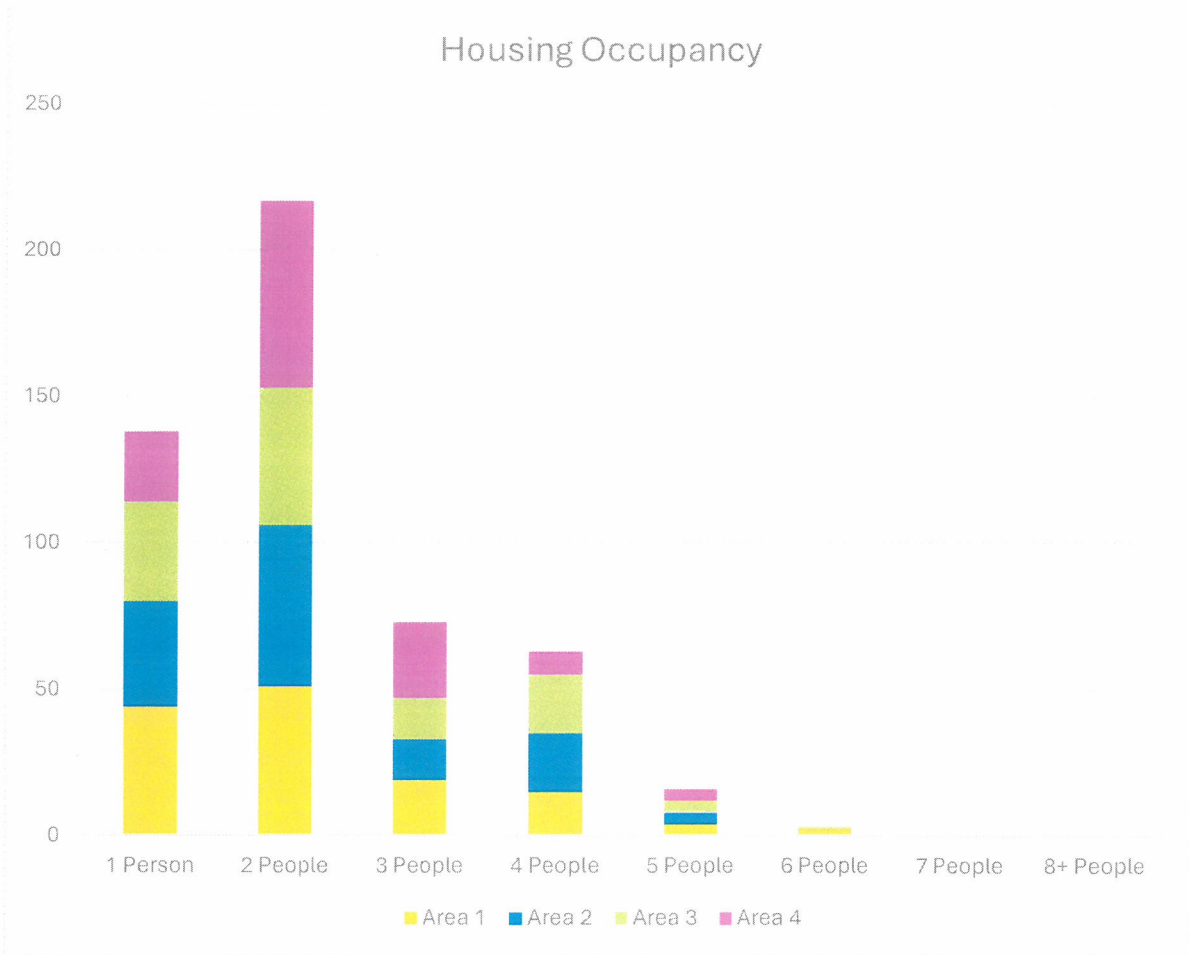
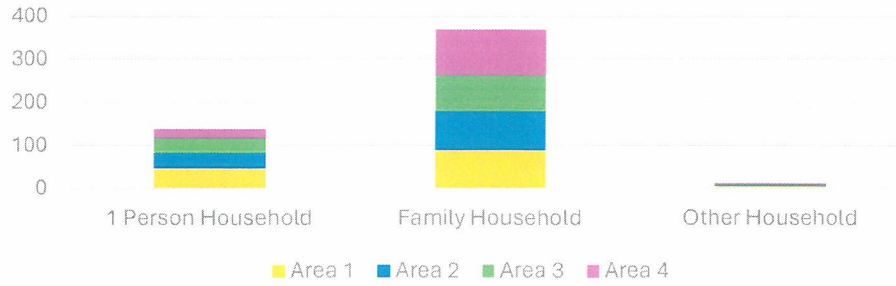


Figure 9 - chart of Housing Occupancy

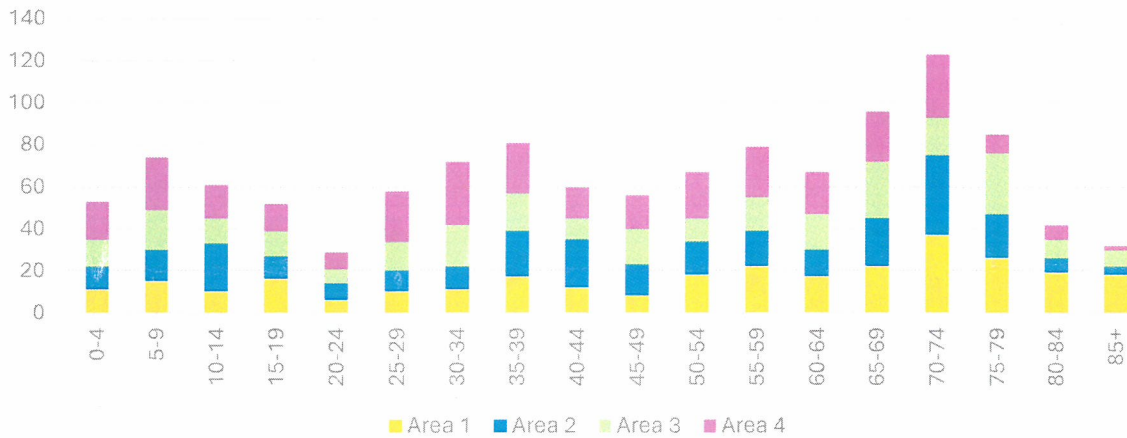
Housing Occupancy	Area 1	Area 2	Area 3	Area 4	Total
1 Person	44	36	34	24	138
2 People	51	55	47	64	217
3 People	19	14	14	26	73
4 People	15	20	20	8	63
5 People	4	4	4	4	16
6 People	2	0	1	0	3
7 People	0	0	0	0	0
8+ People	0	0	0	0	0

Housing Composition



Housing Composition	Area 1	Area 2	Area 3	Area 4	Total
1 Person Household	44	38	35	22	139
Family Household	87	93	83	108	371
Other Household	3	2	4	4	13

Age Groups



Age Groups	Area 1	Area 2	Area 3	Area 4	Total
0-4	11	11	13	18	53
5-9	15	15	19	25	74
10-14	10	23	12	16	61
15-19	16	11	12	13	52
20-24	6	8	7	8	29
25-29	10	10	14	24	58
30-34	11	11	20	30	72
35-39	17	22	18	24	81
40-44	12	23	10	15	60
45-49	8	15	17	16	56
50-54	18	16	11	22	67
55-59	22	17	16	24	79
60-64	17	13	17	20	67
65-69	22	23	27	24	96
70-74	37	38	18	30	123
75-79	26	21	29	9	85
80-84	19	7	9	7	42
85+	18	4	8	2	32

The Economic Activity metric (Figure 10) provides a good indicator of the Bottesford area. It shows that the majority are either in Employment or Retired, with a very small number of Unemployed. It is unclear why the developer believes there to be a need for an HMO property, based on these numbers.

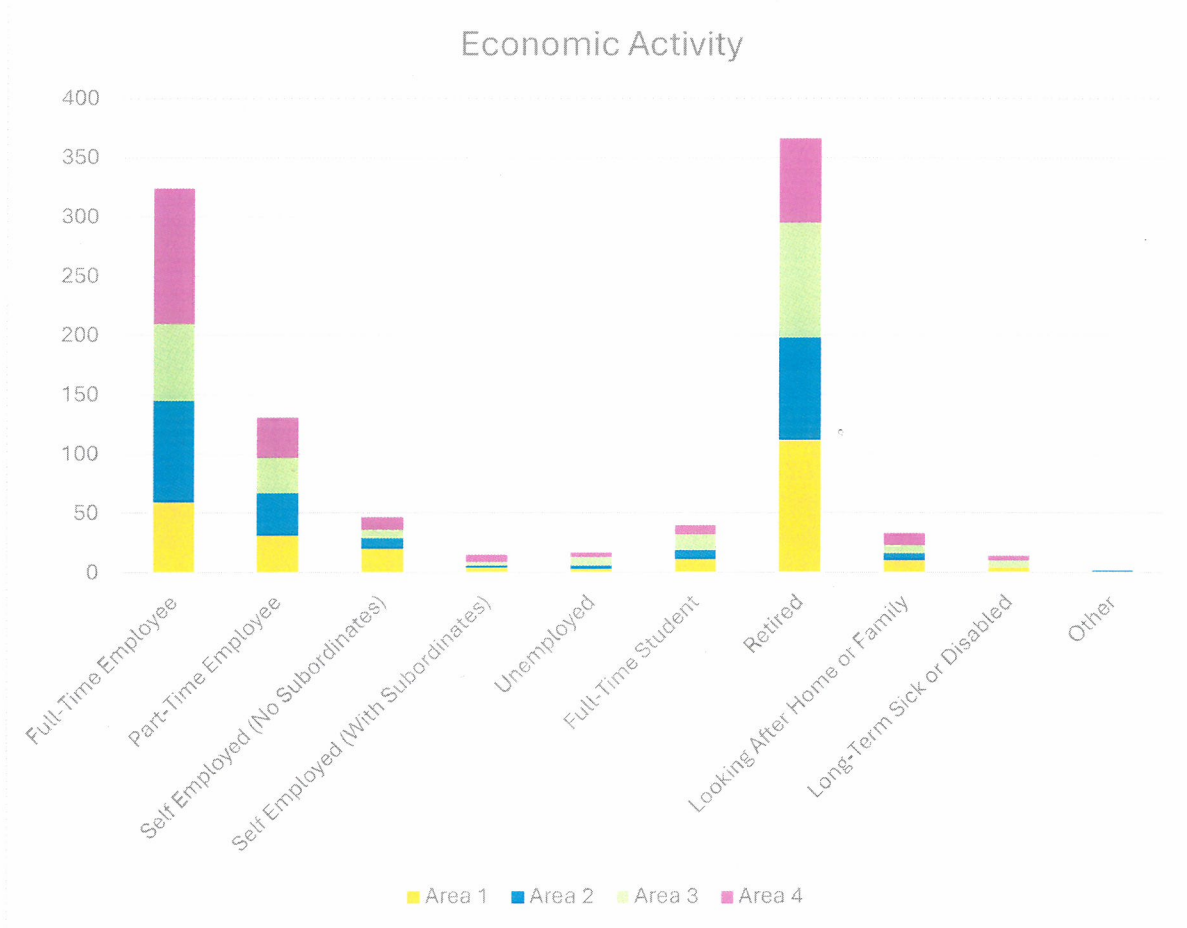


Figure 10 - chart of Economic Activity

Economic Activity	Area 1	Area 2	Area 3	Area 4	Total
Full-Time Employee	59	86	65	114	324
Part-Time Employee	31	36	30	34	131
Self Employed (No Subordinates)	20	9	7	11	47
Self Employed (With Subordinates)	4	2	3	6	15
Unemployed	3	3	7	4	17
Full-Time Student	11	8	13	8	40
Retired	111	87	97	71	366
Looking After Home or Family	10	6	7	10	33
Long-Term Sick or Disabled	4	0	6	4	14
Other	1	1	0	0	2

Conclusion

For the reasons detailed above, I am strongly of the opinion that this appeal should be dismissed.

The applicant has failed to provide accurate information, submitting "existing" floorplans that did not match the property in what may be perceived as an apparent attempt to obscure the full extent of the works. The inconsistencies are not a one-off occurrence suggesting that these are not genuine mistakes or oversights.

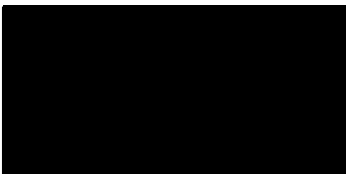
Furthermore, the proposal is unacceptable on practical grounds. The on-site parking is demonstrably inadequate, with spaces that are too small and an aisle width that makes them inaccessible, while also blocking emergency access to the front door. Most significantly, evidence from the applicant's own drawings reveals the clear intent to develop a 9-bedroom HMO, far beyond the scope of the initial application.

An HMO of this scale is fundamentally unsuitable for this location, a fact supported by census data and the council's own register, which shows there are no other HMOs in the Bottesford area. The local authority was correct in its assessment, and I therefore ask that you uphold their decision and dismiss the appeal.

Furthermore, it is of my opinion that the original planning application should be reconsidered, given the identified inconsistencies in planning applications PA/2025/218, PA/2025/742 and its subsequent appeal.

If you have any enquiries or points requiring further clarification, please do not hesitate to contact me using the details provided at the head of this letter.

Yours sincerely,



Mr Christopher Michael Day

BEng Civil Engineering DIS

Planning Objection to Proposed HMO Development Under the Town and Country Planning Act 1990

To Whom It May Concern,

I am writing to formally object to the proposed development of a House in Multiple Occupation (HMO) at 4 Holme Hall Avenue, Bottesford, Scunthorpe, under the provisions of the Town and Country Planning Act 1990.

1. Community Cohesion

The introduction of an HMO in this location risks undermining the established character and cohesion of the community. The area is predominantly composed of family homes and long-term residents. HMOs, by their nature, often result in transient occupancy, which can erode neighbourly relationships, reduce community engagement, and disrupt the social fabric of the area.

2. Impact on Local Infrastructure

The proposed HMO will place additional strain on local infrastructure, including:

- **Waste collection services**, which may be overwhelmed by increased refuse output.
- **Parking availability**, as HMOs typically generate higher vehicle ownership per household.
- **Public transport**, which may become overcrowded due to increased population density.

These pressures are likely to result in a deterioration of service quality for existing residents.

3. Health and Schooling

The intensification of residential use may have indirect consequences on public health and education:

- **Health services**, such as GP surgeries and clinics, are already under pressure and may struggle to accommodate additional demand.
- **Local schools** may experience increased enrolment pressure, affecting class sizes and resource allocation, particularly if the HMO attracts families or young adults with dependents.

4. Fear of Crime and Risk of Disorder

There is a documented correlation between high-density HMOs and increased reports of anti-social behaviour, noise complaints, and petty crime. While not all HMOs contribute to such issues, the fear of crime among residents is legitimate and supported by empirical evidence in similar developments. The proposed HMO may heighten concerns around:

- **Noise disturbances**
- **Loitering and public nuisance**
- **Reduced perception of safety**, especially among vulnerable groups

5. Planning Policy and Overconcentration

The proposal may contravene local planning policies aimed at preventing the overconcentration of HMOs. Overdevelopment of this type can lead to:

- **A loss of housing diversity**
- **A decline in property standards**
- **A negative impact on visual amenity and street scene**

It is essential that the local authority considers whether the cumulative impact of HMOs in the area has reached a threshold that threatens the sustainability and character of the neighbourhood.

Conclusion

In light of the above concerns, I respectfully urge the planning authority to reject this application. The proposed HMO is incompatible with the surrounding area and poses significant risks to community cohesion, infrastructure, public services, and safety.

Yours faithfully,

Diane Dexter

Resident

7th September 2025

Planning Inspectorate
3D Eagle Wing
Temple Quay House
The Square
Bristol
BS1 6PN

north2@planninginspectorate.gov.uk

Dear Dot Kujawa,

**Re: Appeal of planning application PA/2025/742 APP/Y2003/W/25/330758
4 Holme Hall Avenue Bottesford DN16 3PY**

I spoke to the North Lincolnshire Council Planning Committee in this regard, which assisted with the refusal of planning permission. An excellent result for the public.

Since an appeal has been raised, I have tried to find out if there are any standards for parking at a House of Multiple Occupation (HMO). Disappointingly they don't exist, or they are hidden on the internet! Not discouraged by this I visited Morrisons Supermarket at Lakeside Ashby and measured the width of five parking bays as 12.5m and a single disabled bay as 3.6m. Knowing that the available proposed parking space is 10.8m.

Yes, the five parking spaces are just not available as proposed in the planning application. This is without considering disabled or child seat access. Even four parking spaces would be difficult to maneuver into or out of.

Yes, it may be possible to park behind cars blocking access, however, this would not be conducive to good relations between HMO residents, with different working hours! This could well result in disturbance to other properties in the area.

I trust you will uphold the refusal of planning permission; it is the right thing to do.

Yours faithfully,

Derrick Targett



-----Original Message-----

From: Stephanie Wilson [REDACTED]
Sent: 16 September 2025 19:35
To: NI Enquiries <NIEnquiries@planninginspectorate.gov.uk>
Subject: Ref.APP/Y2003/W/25/3370758

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Application no. PA/2025/742

4, Holme Hall Avenue, Bottesford, Scunthorpe, North Lincolnshire DN 16 3 PY.

As a resident at 39, Holme Hall Avenue for 54 years I was amazed and disappointed to learn of the application put forward by T.E.S. Property Services to convert the property to a H.M.O. creating rooms for up to 12 adults plus babies.

This has always been a residential area and that site is on a fairly busy junction where access and parking would most likely be a problem.

The thought of further rooms being provided is ridiculous as there will probably be nobody on site to ensure those rooms are not used as bedrooms for who knows?

The number of people on site is sure to create clashes of lifestyle, cultures, noise nuisance etc.

Please refuse any appeal to further expand this property as the situation already sounds bad enough.

Stephanie D. Wilson (Mrs.)

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DPC:76616c646f72

[Environmental advice image with text saying please consider the environment before printing this email]

The Planning Inspectorate

COMMENTS ON CASE (Online Version)

Please note that comments about this case need to be made within the timetable. This can be found in the notification letter sent by the local planning authority or the start date letter. Comments submitted after the deadline may be considered invalid and returned to sender.

Appeal Reference: APP/Y2003/W/25/3370758

DETAILS OF THE CASE

Appeal Reference

Appeal By

Site Address

SENDER DETAILS

Name

Address

ABOUT YOUR COMMENTS

In what capacity do you wish to make representations on this case?

- Appellant
- Agent
- Interested Party / Person
- Land Owner
- Rule 6 (6)

What kind of representation are you making?

- Final Comments
- Proof of Evidence
- Statement
- Statement of Common Ground
- Interested Party/Person Correspondence
- Other

YOUR COMMENTS ON THE CASE

As a local resident living in the area, the local community are mainly of elderly and residential, having a HMO will definitely bring negative impact to the aspects including security, health, hygiene, etc. This area is quiet and safe for a long time, introducing a HMO will bring an irreversible consequence to the area.

No HMO should be allowed in the area.