

Agenda Item 04

**Supplementary Information
 Planning Committee on 23 March, 2022 Case No.**

21/4690

Location Windmill Court and car park, 52 Mapesbury Road, London, NW2
Description Demolition of car park and 1-2 & 5-18 Windmill Court maisonettes and redevelopment to provide 60 flats (Use Class C3) in two separate buildings rising to 7 storeys with car parking, cycle parking, access routes, refuse and recycling storage, amenity space, landscaping, boundary treatments, a substation and other associated works.
 Internal reconfiguration of the ground and first floors of the existing Windmill Court block and the creation of private terraces to 2 x ground floor (3&4 Windmill Court) flats alongside associated external works including new brickwork and cladding, windows and doors.
 Extension of the community room and associated external works including the provision of a new entrance and windows.

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Further representations

With regard to surface water flood risk, Thames Water have recommend the following additional condition is attached to any consent, as requested within their original comments on the application:

“The development shall not be occupied until confirmation has been provided that either:-

- 1. All surface water network upgrades required to accommodate the additional flows from the development have been completed; or*
- 2. A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.*

Reason: Network reinforcement works are likely to be required to accommodate the proposed development.”

Amendments to main report

The schedule of accommodation table under para. 11 has been corrected to read as follows:

	Affordable Housing		Total Units	% by unit	%by habitable room
	Social Rent	London Affordable Rent			
1 Bed	3 (6)	6 (12)	9	15	9
2 Bed	2 (6)	30 (90)	32	53	50
3 Bed	2 (8)	16 (64)	18	30	38
4 Bed	1 (5)		1	2	3
Subtotal	8 (25)	52 (166)	60 (191)	100%	100%
Affordable Percentage (by habitable room)	13.3%	86.7%			
Affordable Percentage (by unit)	13.1%	86.9%			

With regard to external amenity space for the proposed development, the table under para. 75 of the main committee report has been amended to reflect updated figures as a result of new requirements outlined under Policy BH13 of the recently adopted London Plan. The table therefore should read as follows:

Private space	BH13 requirement	Provision	Shortfall
Proposed Block A	690	349	341
Proposed Block B	540	297	243
Existing Block including refurbished units	2440	354	2086
Total private space	3670	1000	2670
Communal space			
Less proposed communal space (all existing and proposed blocks)		4677	
Overall total external space	3,670 sqm	5,675 sqm	+2007 sqm (Surplus)

The updated table confirms that the amenity space provided would continue to exceed levels required under BH13, and therefore officers' views set out in paras. 71-77 of the main report remain relevant.

Additional conditions:

Following correspondence with the applicant, it is requested that the following additional condition is attached to the permission, in relation to the affordable housing units secured by the scheme:

'The affordable housing provisions approved by this development shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the affordable dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the affordable dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the affordable dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and*
- (ii) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the affordable dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely*

Reason: To ensure the development is implemented in accordance with the approved details submitted having regard to Local Plan affordable housing policy, the weight that was given to the Affordable housing when reaching a decision and to contribute to meeting Brent's identified housing needs, including meeting LB Brent's statutory housing duties.'

Recommendation: Officers continue to recommend that permission is granted, subject to the additional and amended conditions and informatives set out above and in the original committee report.

