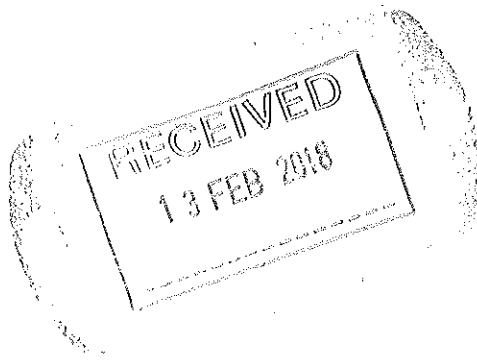


Amy



Secretary of State for Housing, Communities and Local Government
National Planning Casework Unit
5 St Philips Place
Colmore Row
Birmingham
B3 2PW



11th February 2018

RECORDED DELIVERY

Dear Sirs

The London Borough of Barnet (Granville Road Estate Pramsheds and Beech Court) Compulsory Purchase Order 2018

We, Wimal, Irine, Indika and Kalana Patabendige of the above address, write in connection with the above Order made on 22nd January 2018 under sections 226(1)(a) of the Town and Country Planning Act 1990, section 13 of the Local Government (Miscellaneous Provisions) Act 1976 and the Acquisition of Land Act 1981 in relation to Storeroom, a part of our property 24 Nant Court, Granville Road, London NW2 2LB.

We are very concerned that the communication process has been lacking. We have expressed to Acquiring Authority (Barnet Council) that we would like a replacement storeroom and requested information before we signed any legal documents. Acquiring Authority have said they communicated with us but they have not done so. We feel frustrated because we feel like we are forced to either sign legal documents to transfer the deeds to our storeroom or enter into a Compulsory Purchase Order without having all the correct information.

We object to the Compulsory Purchase Order for following reasons:

1. We have objected to the use of the word 'Pramsheds' as it devalue our solid brick built storeroom and also our main property. Our Lease and all other legal documents clearly use the word 'Storeroom'. In modern day a pramshed is commonly refer to small timber shed used for storing of smaller objects, whereas our external storeroom is capable of storing a motorbike and other large items. Therefore, we believe all correspondences and legal documents must refer to Storeroom, not as pramshed.
2. Paragraph 11.4 of Statement of Reasons bullet point 5 report the Acquiring Authority repeatedly corresponded by phone with parties who had an interest in the storerooms but this is not the case and they failed to provide any evidence. Furthermore our emails to Acquiring Authority mentioned in Point 3(b) to 3(c) were ignored.
3. Acquiring Authority reported that every attempt was made to negotiate before the Order; however we strongly disagree with the Acquiring Authority's statement for the following reasons mentioned below:

- a. We responded to Acquiring Authority's letter in July 2017 that we opt for a replacement storeroom in lieu of money. No further attempt by Acquiring Authority was made to produce a legally binding agreement and left us feeling uncertain about the status of our valuable storage space.
 - b. We wrote to Acquiring Authority's Regeneration Officer Ms Helen Phillips (contact provided on the Statement of Reasons attached to the Order) on the 30th July and 16th September 2017 inquiring about the status to the storerooms. We receive no reply but instead Acquiring Authority's appointed legal firm (HB Public Law) sent transfer documents requesting us to sign over our deed to the storeroom. Disappointed with Barnet Council's approach we wrote again on the 16th October 2017 and copied to Chief of the Council and the local Councillors to the email. Ms Helen Phillips acknowledged it on 16th October 2017 but failed to address the points we raised. Instead her reply said she will request the law firm to send another copy of what was initially sent to us which was to sign over our deed of the storeroom back to the Acquiring Authority.
 - c. We wrote again to Acquiring Authority on the 29th November 2017, 06th December 2017 and 28th December 2017 with requests to produce a legally binding document before signing over the deed to the storeroom but Acquiring Authority continue to ignore the request for a legally binding document to safeguard our rights. We also wrote to the Acquiring Authority on 28th January 2018 after receiving the Compulsory Purchase Order documents and still await a response.
 - d. The replacement storeroom will not be exchanged at the same time of signing the transfer documents (TR1) of our storeroom and it is uncertain when the replacement storeroom will be available.
4. In our communications requesting a legally binding document, we asked the Acquiring Authority to clearly express the following in the legal document:
- a. New replacement storeroom size must be confirmed and must be exact size of the current storeroom or better. The size of the current storeroom is 2.5m (L) x 0.86m (W) x 2.13m (H). Please note this is Internal Usable Area of the storeroom.
 - b. New replacement storeroom must be constructed of the same material as current and therefore must have adequate foundation, concrete floor slab, brick masonry, weather-tight roof structure with adequate fall and secure door with same width as current. Current storeroom has stood for over 50 years during all weather conditions and therefore the new replacement storeroom must be structurally stable to withstand subsidence, wind forces etc.
 - c. The location of the new replacement storeroom must be confirmed with aid of reference, Plan and site map.

- d. The site Plan of the new replacement storeroom must be attached to the draft supplemental replacement Lease. It must be clearly stated in the Plan as 'Storeroom' NOT as 'pramshed'.
 - e. Document must confirm the Council's arrangement to provide temporary storage including removal to and back into the new storeroom. The temporary storage must be local and if we incurred any financial losses due to travel to access our property, these costs must be reimbursed by the Council.
5. We believe the Statement of Reasons appears to be questionable due to the following statements contained therein:
- a. Paragraph 3.5 of the Statement of Reasons report the storerooms are in disrepair with missing doors, however Paragraph 3.19 report storerooms at Nant Court were repaired and improved in 2012. We paid for the repair. This cause doubt on the valuation and whether this was carried out on the storerooms at Nant Court.
 - b. Paragraph 3.19 of the Statement of Reasons report the storerooms is 208cm long by 85cm wide, however the useable internal area of the storerooms at Nant Court is approximately 250cm (L) x 86cm (W) x 213cm (H).
 - c. Paragraph 4.23 of the Statement of Reasons report 6 number replacement sheds will be provided to Nant Court but does not confirm the build specification and whether the number provided is sufficient to meet the demand of Nant Court leaseholders who has requested a replacement. We have been left in limbo by the Acquiring Authority as we have not received any form of legal document confirming we are to receive a like for like replacement storeroom.
 - d. Paragraph 9.10 of Statement of Reasons bullet point 2 reports in order to provide car parking spaces the current storerooms need to be demolished. Currently we have sufficient free private parking to the front and rear of Nant Court. The decision to proceed with Acquiring Authority's proposal breaches our basic right under Article 8 and Article 1 to Protocol 1 of The Human Rights Act 1998 by taking away our rights to the storeroom for which we currently have over 90 year lease. Council Estate properties were and are built to minimum standards and lack storages. Our storeroom is valuable to us and the loss of the storage space would result in considerable amount of items been stored within the dwelling taking away the small indoor space we have been enjoying.
 - e. Paragraph 11.4 of Statement of Reasons report that letters were sent during 2014 to parties with anticipated interest in the storerooms but we do not appear to have received such letters. Furthermore, the statement report the Council has offered £3,500 inclusive of surveying and legal costs for storeroom but at no point we were

presented this offer. However, it also appears this offer has not taken into account of an actual valuation of the storeroom at Nant Count and the future loss the leaseholders will incur.

6. We do not consider the way Acquiring Authority preceded with this process is acceptable and continue to show lack of care of duty to the public. At no point Acquiring Authority attempted to come forward to negotiate as it appears that the Acquiring Authority has no interest because CPO is financed by the private developer as reported on the Statement of Reasons. It was us that made the attempt on many occasions.
7. Furthermore, legal documents we have received to date will not be legally binding as there are mistakes within them. For example the name 'Wimal' has been misspelt on several occasions.

We respectfully request that the Secretary of State for Housing, Communities and Local Government does not confirm the Order until the leaseholders rights have been met by the Acquiring Authority (Barnet Council). If more information comes to light we will of course update our case accordingly.

Yours faithfully



Wimal Patabendige



Irine Patabendige



Indika Patabendige



Kalana Patabendige

