



ENGLISH HERITAGE

Stopping the Rot

Serving Repairs Notices and Compulsory Purchase Orders

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Repairs Notices



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Consider use when a building is neglected and need for permanent repair accumulates to risk of serious harm

S48 Listed Building Act 1990

- Local Authority (or EH) serves RN
- Precursor to CPO proceedings if, after not less than 2 months, reasonable steps not taken for proper preservation
- CPO proceedings begun under s47
- Secretary of State confirmation required

Same advice as for initial stages of Urgent Works Notices



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- Written Warnings
 - may be sufficient to make owner do work or sell the building
- Request site meeting and access
- Follow this with draft Schedule of Repairs required for proper preservation of building
- Set date for formal service of Repairs Notice



Test for Repairs Notice



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- Works specified must be those reasonably necessary for the proper preservation
- PPG15 Pt 2 7.9 – “powers are not confined to urgent works or unoccupied buildings and authorities should consider their use where protracted failure by an owner to keep a listed building in reasonable repair places the building at risk”.



What is Proper Preservation?



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- Positive action to put and keep a listed building in good repair which prevents harm and respects its special architectural or historic interest.
 - regular repairs and routine maintenance
 - beneficial use often best way
 - date of listing -- condition then is crucial (PPG15 Pt 2 7.10)
 - no appeal
 - no need to take owner's means into account



Repairs Notices intended to secure works for long term preservation



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As far as practical:

- matching materials
- methods of construction
- best conservation practice

Seeking to preserve character
appearance and integrity of
the building



Careful drafting to Notice is essential if not to invalidate CPO

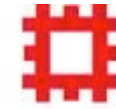


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**No prescribed format in the 1990 Act
other than:**

- **Notice must state –**
 - works which the appropriate authority considers reasonably necessary for the proper preservation
 - the effect of s47-50 of the Listed Building Act
- **English Heritage also recommends**
 - a separate schedule of repairs with plans
 - location map including any adjacent land also included in the CPO
 - local authority contact name and details





Specialist Advice?

- Ensure specialist advice before certain works in Repair Notice commence – specify this in the Notice

Listed Building Consent?

- PPG15 Pt 1 3.2 – May be required for works of reinstatement or reconstruction. State this in schedule.

Anything Urgently Necessary?

- Consider serving Urgent Works Notice in parallel with the Repairs Notice so that local authority can execute any urgent works in interim.
- Urgent Works Notices may be repeated

Service of Urgent Works and Repairs Notices



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- **Must be served on the “Owner” (s.336 TCPA 1999)**
 - leaseholder
 - freeholder
 - mortgagee (if in possession)
 - receiver
 - anyone else with legal interest in the land (Land Registry Information Notice)
- **Separate Notices on each property of more than one in same ownership e.g. a terrace**
- **Proof of Service – at least recorded delivery**
- **Untraceable Owner?**
- **Explanation if Urgent Works and Repairs Notices served concurrently.**





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Compulsory Purchase Proceedings

:

- Minimum of 2 months after Repairs Notice
- Owner should have demonstrated clear intention to do works specified in Repairs Notice

Basic Test:

- Written confirmation of intention to fully comply with Repairs Notice
- Timetable
- Confirmation of instructions to contractor/professional
- Copy of works specification for approval



Warning!



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Repairs Notice may prompt Owner:

- to sell
- to do more extensive refurbishment or conversion works

This could be genuine and positive but could cause delay.

So English Heritage advice is to deal separately with the compliance issues and any negotiations over development proposals.

Do not be afraid – CPO is NOT a commitment to purchase but immense support for the Local Authority's position and assistance in negotiations with the owner.

- Can be withdrawn at any time.

Formal Mechanism



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Legislation sets out the procedure:

Acquisition of Land Act 1981

Compulsory Purchase of Land Regulations 1994

Circular 02/03 Compulsory Purchase Orders

Statement of Reasons required when serving notice --

Basis for Statement of Case if Public Inquiry ensues.

Professional advice and support essential

Relevant Land



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S47(7) Listed Building Act 1990 –

“in relation to any building means the land comprising of contiguous or adjacent to it which appears to the Secretary of State to be required for preserving the building or its amenities or for affording proper access to it or for its proper control or management.”

- **Economic viability**
- **Location**
- **Re use**
- **Costs of repair and refurbishment**
- **Historic integrity**

Secretary of State may reduce but not increase the land.





Minimum Compensation – “deliberate neglect”

- Evidence?
- Separate issue from confirmation of CPO

Owner’s reaction:

- sell!
CPO confirmed is binding on successors. Should not be a deterrent to informed and committed purchaser.
- s47(4) LB Act 1990 within 28 days Magistrates Court for a stay
- S11-12 Acquisition of Land Act 1981 object to Secretary of State. If objection not withdrawn public inquiry will follow.



The Future



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Local Authority have to be prepared that service of proceedings may not result in the owner doing the necessary work ---

Strategy for Future Use

English Heritage:

Grant Aid available – up to 80%

No more than 1 or 2 CPOs a year.

HELM website

