

Statement prepared in support of an application for a Certificate of Lawfulness for an existing use under Section 191 of the Town and Country Planning Act 1990 (as amended by Section 10 of the Planning and Compensation Act 1991)

The application seeks to confirm that the existing use (Class C4 House in Multiple Occupation - HMO) taking place at 20 Belgrave Avenue, Manchester, M14 5DL is lawful.

Statement prepared by MRH Planning Services

Date: October 2024

SITE LOCATION





1.0 Introduction and Background

- 1.1** MRH Planning Services have been commissioned by Mr Stuart Wall of SBW Properties to submit to the Local Planning Authority (LPA) a Certificate of Lawfulness for an existing use under the provisions of Section 191 of the Town and Country Planning Act 1990 (the Act) (as amended).
- 1.2** The applicant is seeking a legal determination from the Local Planning Authority (LPA) to confirm that that existing use (Class C4 House in Multiple Occupation - HMO) taking place at 20 Belgrave Avenue, Manchester, M14 5DL is lawful in planning terms.
- 1.3** The definition of a Class C4 House in Multiple Occupation in the Town and Country Planning Use Classes Order 1987 (as amended) states ***Use of a dwellinghouse by not more than six residents as a “house in multiple occupation”***.
- 1.4** 20 Belgrave is a large traditional two storey mid-terrace property, and it is constructed in red brick and covered with a pitched slate roof. The property has residential accommodation over two floors, and it benefits from having private gardens areas to the front and rear. It is situated in the Victoria Park area of Manchester and the surrounding environment consists of similar residential properties.
- 1.5** The applicant (Stuart Wall) originally purchased the property in 1979, and he commenced using it as a Class C4 small HMO from this date. The HMO use has been continual ever since and has now been taking place for approximately 45 years at the site. The commencement of the Class 4 HMO use was therefore a long time prior to the Article 4 direction coming into place in Manchester which removed permitted development changes from a C3 to C4 use on 8th October 2011.
- 1.6** Mr Wall has not personally owned the property for the entire 45-year period and there have been two other parties (Opal Houses Limited and Mr Robert Ferguson) who have owned and operated the HMO for some parts of the time. Opal Houses Limited sold the property to Mr Ferguson in 2013, and Mr Wall chose to re-purchase it again from

Mr Ferguson in 2018. Mr Wall was previously a Director of Opal Houses Limited from 18 May 2003 until the company was dissolved on 9 September 2014 and this information is shown on the published Companies House records.

- 1.7** The layout of the HMO includes a kitchen / diner, two bedrooms and a shower room on the ground floor, and four bedrooms, a bathroom and a WC on the first floor (See Appendix 5).
- 1.8** The applicant has a Mandatory HMO Licence from Manchester City Council that was issued on 21 October 2019 (See Appendix 6) and the licence is subject to conditions and specifies that the premises are reasonably suitable for occupation by not more than 5 occupants comprising of 5 households. Prior to 1 October 2018 and the changes that were introduced to the Mandatory Licensing regime at Manchester City Council, the property had been previously let out to 6 occupants.
- 1.9** Philip James Lettings have managed the HMO property on behalf of the current and previous owner (Stuart Wall and Robert Ferguson) since 2014, and they have let the rooms in the property to students who are studying at university in Manchester on a yearly tenancy basis. The students who have let the HMO have a private bedroom space but share the rest of the facilities of the HMO as is typical with the use of an HMO. There is one year (2017-2018) where the owner / landlord chose to fully renovate and improve the HMO property, so it was unavailable for rental.
- 1.10** This statement is organised into the following sections:
- Section 1: Introduction
 - Section 2: Central Government Advice and Legal Background
 - Section 3: Site Planning History
 - Section 4: The Evidence
 - Section 5: Analysis of Evidence
 - Section 6: Conclusions

2.0 Central Government Advice and Legal Background

2.1 Section 191 (1) of the 1990 Town and Country Planning Act states that:

If any person wishes to ascertain whether—

(a) any existing use of buildings or other land is lawful; or

(b) any operations which have been carried out in, on, over or under land, are lawful, he may make an application for the purpose to the local planning authority specifying the land and describing the use or operations in question.

2.2 Section 191 (2) states that uses and operations are lawful at any time if –

(a) no enforcement action may then be taken in respect of them (whether because they did not involve development or require planning permission or because the time for enforcement action has expired or for any other reason); and

(b) they do not constitute a contravention of any of the requirements of any enforcement notice then in force.

2.3 Section 191 (4) of the 1990 Town and Country Planning Act also states that:

If, on an application under this section, the local planning authority are provided with information satisfying them of the lawfulness at the time of the application of the use, they shall issue a certificate to that effect; and in any other case they shall refuse the application.

2.4 These sections allow persons to apply to the local planning authority (LPA) in writing for formal confirmation that the existing use which he or she has carried out is lawful. The various procedures in relation to lawful development certificate applications are described in Article 39 of the Town and Country Planning (General Development Procedure) Order 2015.

- 2.5 When considering the evidence associated with the local development certificate application, the relevant test is “the balance of probability”.

National Planning Practice Guidance

- 2.6 In the section on Lawful Development Certificates, Paragraph 005 states that the information in a Lawful Development Certificate application must be sufficient and precise.
- 2.7 Paragraph 006 states that the applicant is responsible for providing the necessary evidence / information to support an application. Although the local planning authority is able to canvas other evidence, it must share this with the applicant and provide them with the opportunity to respond. **In the case of an existing use, if the local planning authority has no contradictory evidence, there is no good reason to refuse the Lawful Development Certificate as long as the applicant’s evidence is sufficiently precise and unambiguous.**
- 2.8 Paragraph 009 states that a local planning authority needs to consider whether, on the facts of the case and relevant planning law, the specific matter is or would be lawful. **Planning merits are not relevant at any stage in this particular application or appeal process.**

Time limits on enforcement action

- 2.9 Section 171B of the Town and Country Planning Act 1990 places time limits on enforcement action: a local planning authority can take enforcement within ten years of when a planning breach occurred. The time limit applies from the point when building operations were completed or from when the change of use occurred. Section 115 of The Levelling Up and Regeneration Act 2023 extended time limits for taking enforcement action to ten years in all cases. Previously, a local planning authority could only take enforcement action against unauthorised building operations

within four years of the operations being completed. The change took effect on 25 April 2024. The extended time limits do not apply to planning breaches that occurred before 25 April 2024.

Once these time limits have passed, the development becomes **lawful**, in terms of planning.

3.0 Site Planning History

3.1 According to the on-line Manchester City Council Planning records, there are no previous planning applications showing for the site address at 20 Belgrave Avenue.

4.0 The Evidence

4.1 The evidence in support of the Certificate of Lawfulness application takes the form of the following information:

1. Copies of tenancy agreements and tenant rent statements provided by Philip James Lettings (managing agents) for the HMO use for the period between 1 July 2014 – 30 June 2024. The tenancy agreement for this current year (1 July 2024 – 30 June 2025) is also included for reference – See Appendix 1.
2. Personal Witness Statement provided by Stuart Wall of SBW Properties (current building owner and landlord) and Neil Ryder, Manager at Philip James Lettings (managing agents) confirming the continued HMO use and their involvement in the property – See Appendix 2.
3. Copy of the Land Registry Title Document and Plan showing that Stuart Wall is the current registered owner of the property – See Appendix 3.
4. Copy of the Companies House records showing that Mr Wall was previously a Director of Opal Houses Limited (Property Rental Company) from 18 May 2003 until the company was dissolved on 9 September 2014 – See Appendix 4.

5. Floor plan layout of the existing HMO provided by Philip James Lettings – See Appendix 5.
6. Proof of the applicant's current Mandatory HMO Licence (Licence number MAN-514810060531) for the period 8/11/2019 – 07/11/2024 – See Appendix 5.

5.0 Analysis of Evidence

5.1 The tenancy agreements and tenant rent statements that have been provided by Philip James Lettings range between 1 July 2014 – 30 June 2025 and they cover a period more than 10 years. The tenancy agreements and tenant rent statements show that the property has been let out on a yearly basis to five and six individuals throughout this period. The use of the property by six individuals was prior to the Mandatory HMO Licensing changes that were introduced by the Council in October 2018. There is a missing tenancy agreement (2017-2018), and this was due to the property being unavailable for rental as an HMO because the owner / landlord was fully renovating and improving it. Philip James Lettings no longer hold paper copies of the full tenancy agreements for 2014-2015 and the 2015-2016 periods, but the tenant rent statements that they have provided clearly show that six tenants paid monthly rent for the property. Based on this information, the Class C4 HMO use has been in existence for a period of at least 10 years.

5.2 We would wish to highlight that the tenancy agreements that have been provided are all signed and dated and contain the names of the persons who have rented the bedrooms and shared the facilities in the HMO for the lease period. The letting agents and property owner do still have some contact details of the past tenants / occupiers if the Council require further proof / confirmation of their residency during the various yearly rental periods. This additional evidence could be provided at a later stage if it is required. We assume that Manchester City's Council Tax Service may also have appropriate records relating to the occupancy of the property on their computer

system that can be cross referenced with the names on the tenancy agreements for the property for suitable verification if required.

5.3 The Personal Witness Statements provided by Stuart Wall (building owner and landlord) and Neil Ryder, Manager at Philip James Lettings (managing agents) also confirm the longstanding HMO use at the property. Mr Wall's interest and involvement with the property dates back to 1979 (approximately 45 years) when he first owned it and commenced the HMO use. Both persons are of good character with no known criminal convictions, and they have supplied the information honestly and in good faith.

5.4 Mr Wall was also previously a Director of Opal Houses Limited (Property Rental Company) from 18 May 2003 until the company was dissolved on 9 September 2014 and this information is shown on the published Companies House records. The company owned and managed the HMO during this period, and this provides further confirmation and verification of his involvement with the property.

5.5 The Manchester City Council Mandatory HMO Licence shows that the property is known to the Council as a legitimate HMO.

6.0 Conclusion

6.1 We consider that the evidence provided to support this application as detailed in Section 4 and analysed in Section 5 of this statement justify that on the balance of probability the Class C4 HMO use has been operating continuously from the building (20 Belgrave Avenue) for a period in excess of 10 years. Therefore, in planning terms, the use is now lawful and immune from any possible enforcement action.

6.2 We would therefore respectfully request the Council to grant / issue a Certificate of Lawfulness under the provisions of Section 191 of the Town and Country Planning Act 1990 (the Act) (as amended) to confirm this.

List of Appendices

Appendix 1 – Copies of Tenant Rent Statements and Tenancy Agreements provided by Philip James Lettings for the yearly periods between 1 July 2014 and 30 June 2025.

Appendix 2 – Personal Written Statements provided by Stuart Wall (building owner and landlord) and Neil Ryder, Manager at Philip James Lettings (managing agents).

Appendix 3 – Land Registry Title Document and Plan showing Stuart Wall is the registered owner of the property.

Appendix 4 – Copy of Companies House record for Opal Houses Limited showing Stuart Wall was a Director of the company between May 2003 and September 2014.

Appendix 5 – Floor plan layout of the existing HMO

Appendix 6 – Copy of the Mandatory HMO Licence issued by Manchester City Council.

Appendix 1 – Copies of Tenant Rent Statements and Tenancy Agreements provided by Philip James Lettings for the yearly periods between 1 July 2014 and 30 June 2025

Extract from Philp James Partnership Tenant Rent Statement for the period 1/7/2014 to 30/6/2015

PHILIP JAMES PARTNERSHIP							
147-151 Burton Road, West Didsbury, Manchester, M20 1LD							
Telephone: 0161 448 1111 Fax: 0161 448 3210							
Address: 30/06/15 (DEPOSIT) Miss Lena Howlett, Miss Orlaith O'Byrne, Mr Jake Ryan, Mr Samuel Bedford, Mr James Parkinson, Mr Matthew Butler 20 Belgrave Avenue Victoria Park Manchester M14 5DL							
Date	Description	Due	Paid	Balance			
22/05/2014	Deposit Due	1,705.36		-1,705.36			
27/05/2014	Deposit Paid (O'Byrne & Howlett - trans fr		200.00	-1,505.36			
11/06/2014	Deposit Paid (L. Howlett)		190.00	-1,315.36			
26/06/2014	Deposit Paid (O Byrne)		190.00	-1,125.36			
09/07/2014	Unallocated Payment (Mr Samuel Bedford)		250.90	-874.46			
09/07/2014	Unallocated Payment (Mr Samuel Bedford)	250.90		-1,125.36			
01/08/2014	1 Months Rent Due	1,505.40		-2,630.76			
01/08/2014	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-2,379.43			
01/08/2014	Tenant Payment of Rent (Miss Lena Howlett		251.33	-2,128.10			
04/08/2014	Tenant Payment of Rent (Samuel Bedford -		250.90	-1,877.20			
11/08/2014	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-1,625.87			
13/08/2014	Tenant Payment of Rent (Mr James Parkins		250.90	-1,374.97			
26/08/2014	Tenant Payment of Rent (Mr Jake Ryan)		249.61	-1,125.36			
26/08/2014	Unallocated Payment (Mr Jake Ryan)		1.29	-1,124.07			
26/08/2014	Unallocated Payment (Mr Matthew Butler)	1.29		-1,125.36			
28/08/2014	Unallocated Payment (Mr Matthew Butler)		250.90	-1,125.36			
28/08/2014	Unallocated Payment (Mr Matthew Butler)	250.90		-1,125.36			
01/09/2014	1 Months Rent Due	1,505.40		-2,630.76			
01/09/2014	Tenant Payment of Rent (Ryan & Butler - fr		252.19	-2,378.57			
01/09/2014	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-2,127.24			
01/09/2014	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,875.91			
23/09/2014	Deposit Paid (Trans from MBJPSB)		1,003.56	-872.35			
25/09/2014	Tenant Payment of Rent (Mr Matthew Butle		251.33	-621.02			
30/09/2014	Tenant Payment of Rent (Mr Jake Ryan)		250.90	-370.12			
01/10/2014	1 Months Rent Due	1,505.40		-1,875.52			
01/10/2014	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,624.19			
01/10/2014	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,372.86			
15/10/2014	Tenant Payment of Rent (Mr James Parkins		250.90	-1,121.96			
21/10/2014	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-870.63			
28/10/2014	Tenant Payment of Rent (Mr Jake Ryan)		250.90	-619.73			
01/11/2014	1 Months Rent Due	1,505.40		-2,125.13			
03/11/2014	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,873.80			
03/11/2014	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,622.47			
07/11/2014	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-1,371.14			
10/11/2014	Tenant Payment of Rent (Mr James Parkins		250.90	-1,120.24			
25/11/2014	Tenant Payment of Rent (Mr Jake Ryan)		250.90	-869.34			
25/11/2014	Tenant Payment of Rent (Mr Matthew Butle		502.66	-366.68			
01/12/2014	1 Months Rent Due	1,505.40		-1,872.08			
01/12/2014	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,620.75			
01/12/2014	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,369.42			
08/12/2014	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-1,118.09			
08/12/2014	Tenant Payment of Rent (Mr James Parkins		501.80	-616.29			
30/12/2014	Tenant Payment of Rent (Mr Jake Ryan)		250.90	-365.39			
01/01/2015	1 Months Rent Due	1,505.40		-1,870.79			
02/01/2015	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,619.46			
02/01/2015	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,368.13			
12/01/2015	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-1,116.80			
14/01/2015	Tenant Payment of Rent (Mr Matthew Butle		502.66	-614.14			
14/01/2015	Tenant Payment of Rent (Mr James Parkins		250.90	-363.24			
27/01/2015	Tenant Payment of Rent (Mr Jake Ryan)		241.44	-121.80			
27/01/2015	Unallocated Payment of Rent (Mr Jake Ryan		9.46	-112.34			
27/01/2015	Unallocated Payment of Rent (Mr Jake Ryan		9.46	-121.80			
01/02/2015	1 Months Rent Due	1,505.40		-1,627.20			
02/02/2015	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,375.87			
02/02/2015	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,124.54			
02/02/2015	Tenant Payment of Rent (Jake Ryan - from l		9.46	-1,115.08			
04/02/2015	Tenant Payment of Rent (Mr Matthew Butle		251.33	-863.75			
04/02/2015	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-612.42			
09/02/2015	Tenant Payment of Rent (Mr James Parkins		250.90	-361.52			
10/02/2015	Tenant Payment of Rent (Mr James Parkins		239.72	-121.80			
10/02/2015	Unallocated Payment of Rent (Mr James Pa		11.18	-110.62			
10/02/2015	Unallocated Payment of Rent (Mr James Pa	11.18		-121.80			
24/02/2015	Unallocated Payment of Rent (Mr Jake Ryan		250.90	129.10			
24/02/2015	Unallocated Payment of Rent (Mr Jake Ryan	250.90		-121.80			
01/03/2015	1 Months Rent Due	1,505.40		-1,627.20			
02/03/2015	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,375.87			
02/03/2015	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,124.54			
02/03/2015	Tenant Payment of Rent (James Parkinson -		11.18	-1,113.36			
02/03/2015	Tenant Payment of Rent (Jake Ryan - from l		250.90	-862.46			
04/03/2015	Tenant Payment of Rent (Mr Samuel Bedford		251.33	-611.13			
06/03/2015	Tenant Payment of Rent (Mr James Parkins		250.90	-360.23			
09/03/2015	Tenant Payment of Rent (Mr Matthew Butle		238.43	-121.80			
09/03/2015	Unallocated Payment of Rent (Mr Matthew		12.90	-108.90			
09/03/2015	Unallocated Payment of Rent (Mr Matthew	12.90		-121.80			
01/04/2015	1 Months Rent Due	1,505.40		-1,627.20			
01/04/2015	Tenant Payment of Rent (Miss Lena Howlett		251.33	-1,375.87			
01/04/2015	Tenant Payment of Rent (Matthew Butler - l		12.90	-1,362.97			
01/04/2015	Tenant Payment of Rent (Miss Orlaith O'By		251.33	-1,111.64			

Extract from Philp James Partnership Tenant Rent Statement for the period 1/7/2015 to 30/6/2016

PHILIP JAMES PARTNERSHIP

147-151 Burton Road, West Didsbury, Manchester, M20 1LD

Telephone: 0161 448 1111 Fax: 0161 448 3210

Address: 30/06/2016 (Change Over) Kieran Howard,
Saskia Port, Brocha Goode, Rebecca Scott,
Rachel Hunter, Daniella Cudner
20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

Date	Description	Due	Paid	Balance
01/04/2015	Deposit Due	1,800.00		-1,800.00
09/04/2015	Deposit Paid (K Howard)		600.00	-1,200.00
21/04/2015	Deposit Paid (R Hunter)		200.00	-1,000.00
23/04/2015	Deposit Paid (K Howard)		200.00	-800.00
24/04/2015	Deposit Paid (R Scott)		200.00	-600.00
24/04/2015	Deposit Paid (B Goode)		200.00	-400.00
27/04/2015	Deposit Paid (S Port)		200.00	-200.00
28/04/2015	Deposit Paid (D Cudner)		200.00	0.00
23/07/2015	1 Months Rent Due (01/07) Kieran Howard	130.00		-130.00
01/08/2015	1 Months Rent Due	1,560.00		-1,690.00
03/08/2015	Tenant Payment of Rent (Kieran Howard)		260.00	-1,430.00
03/08/2015	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,170.00
03/08/2015	Tenant Payment of Rent (Rachel Hunter)		260.00	-910.00
03/08/2015	Tenant Payment of Rent (Saskia Port)		260.00	-650.00
03/08/2015	Tenant Payment of Rent (Rebecca Scott)		260.00	-390.00
03/08/2015	Tenant Payment of Rent (Brocha Goode)		260.00	-130.00
24/08/2015	Tenant Payment of Rent (Kieran Howard)		130.00	0.00
01/09/2015	1 Months Rent Due	1,560.00		-1,560.00
01/09/2015	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,300.00
01/09/2015	Tenant Payment of Rent (Rachel Hunter)		260.00	-1,040.00
01/09/2015	Tenant Payment of Rent (Kieran Howard)		260.00	-780.00
01/09/2015	Tenant Payment of Rent (Rebecca Scott)		260.00	-520.00
01/09/2015	Tenant Payment of Rent (Brocha Goode)		260.00	-260.00
03/09/2015	Tenant Payment of Rent (Saskia Port)		260.00	0.00
01/10/2015	1 Months Rent Due	1,560.00		-1,560.00
01/10/2015	Tenant Payment of Rent (Rebecca Scott)		260.00	-1,300.00
01/10/2015	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,040.00
01/10/2015	Tenant Payment of Rent (Rachel Hunter)		260.00	-780.00
01/10/2015	Tenant Payment of Rent (Brocha Goode)		260.00	-520.00
01/10/2015	Tenant Payment of Rent (Kieran Howard)		260.00	-260.00
02/10/2015	Tenant Payment of Rent (Saskia Port)		260.00	0.00
01/11/2015	1 Months Rent Due	1,560.00		-1,560.00
02/11/2015	Tenant Payment of Rent (Saskia Port)		260.00	-1,300.00
02/11/2015	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,040.00
02/11/2015	Tenant Payment of Rent (Rebecca Scott)		260.00	-780.00
02/11/2015	Tenant Payment of Rent (Rachel Hunter)		260.00	-520.00
02/11/2015	Tenant Payment of Rent (Kieran Howard)		260.00	-260.00
01/12/2015	1 Months Rent Due	1,560.00		-1,560.00
01/12/2015	Tenant Payment of Rent (Rebecca Scott)		260.00	-1,300.00
01/12/2015	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,040.00
01/12/2015	Tenant Payment of Rent (Kieran Howard)		260.00	-780.00
01/12/2015	Tenant Payment of Rent (Rachel Hunter)		260.00	-520.00
01/12/2015	Tenant Payment of Rent (Brocha Goode)		260.00	-260.00
07/12/2015	Tenant Payment of Rent (Saskia Port)		260.00	0.00
01/01/2016	1 Months Rent Due	1,560.00		-1,560.00
04/01/2016	Tenant Payment of Rent (Saskia Port)		260.00	-1,300.00
04/01/2016	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,040.00
04/01/2016	Tenant Payment of Rent (Kieran Howard)		260.00	-780.00
04/01/2016	Tenant Payment of Rent (Rachel Hunter)		260.00	-520.00
04/01/2016	Tenant Payment of Rent (Rebecca Scott)		260.00	-260.00
04/01/2016	Tenant Payment of Rent (Brocha Goode)		260.00	0.00
01/02/2016	1 Months Rent Due	1,560.00		-1,560.00
01/02/2016	Tenant Payment of Rent (Kieran Howard)		260.00	-1,300.00
01/02/2016	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,040.00
01/02/2016	Tenant Payment of Rent (Rachel Hunter)		260.00	-780.00
01/02/2016	Tenant Payment of Rent (Rebecca Scott)		260.00	-520.00
01/02/2016	Tenant Payment of Rent (Brocha Goode)		260.00	-260.00
08/02/2016	Tenant Payment of Rent (Saskia Port)		260.00	0.00
01/03/2016	1 Months Rent Due	1,560.00		-1,560.00
01/03/2016	Tenant Payment of Rent (Saskia Port)		260.00	-1,300.00
01/03/2016	Tenant Payment of Rent (Rachel Hunter)		260.00	-1,040.00
01/03/2016	Tenant Payment of Rent (Rebecca Scott)		260.00	-780.00
01/03/2016	Tenant Payment of Rent (Kieran Howard)		260.00	-520.00
01/03/2016	Tenant Payment of Rent (Brocha Goode)		260.00	-260.00
01/03/2016	Tenant Payment of Rent (Daniella Cudner)		260.00	0.00
01/04/2016	1 Months Rent Due	1,560.00		-1,560.00
01/04/2016	Tenant Payment of Rent (Rachel Hunter)		260.00	-1,300.00
01/04/2016	Tenant Payment of Rent (Rebecca Scott)		260.00	-1,040.00
01/04/2016	Tenant Payment of Rent (Brocha Goode)		260.00	-780.00
01/04/2016	Tenant Payment of Rent (Kieran Howard)		260.00	-520.00
01/04/2016	Tenant Payment of Rent (Daniella Cudner)		260.00	-260.00
01/04/2016	1 Months Rent Due	1,560.00		0.00
01/05/2016	1 Months Rent Due	1,560.00		-1,560.00
03/05/2016	Tenant Payment of Rent (Daniella Cudner)		260.00	-1,300.00
03/05/2016	Tenant Payment of Rent (Kieran Howard)		260.00	-1,040.00
03/05/2016	Tenant Payment of Rent (Rachel Hunter)		260.00	-780.00
03/05/2016	Tenant Payment of Rent (Rebecca Scott)		260.00	-520.00
03/05/2016	Tenant Payment of Rent (Brocha Goode)		260.00	-260.00

Extract from the Tenancy agreement for the period 1/7/2016 to 30/6/2017

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1 Summary of Principal Terms

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S) :
Mr R Ferguson

1.3 ADDRESS for Landlord(s)
c/o Philip James Partnership Ltd, 679-681 Wmslow Road, Didsbury, Manchester, M20 6RA

1.4 Name(s) of TENANT(S) :
Miss Saskia Port, Miss Danielle Cudner, Mr Paul Gledhill, Miss Natalie Smith, Miss Kate Radcliffe, Miss Oliver Hawkes

1.5 Name & Address of Guarantor:

1.6 ADDRESS of PREMISES to be LET :
20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7 Permitted Occupier(s)

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9 Initial TERM of the tenancy will be : Twelve Months
FROM AND INCLUDING: 01/07/2016

1.10 Rent : £1,560.00 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term
Payable: in advance by equal monthly instalments to commence on 01/07/2016 without any deductions whatsoever namely £1,560.00 by (bankers standing order).

1.11 A security DEPOSIT of £1,800.00 is to be paid on or before the signing of this agreement.

1.12 The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.

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DocuSign Envelope ID: 3573D2E8-9E26-46DC-8F6D-696B10074896

Signed by the landlord and tenant(s)

Landlord	The Philip James Partnership Ltd	DocuSigned by: Kate Farmer c380532958407...	08-04-16 09:16 GMT
Tenant .1	Saskia Port	DocuSigned by: Saskia Port 33068270547475...	06-04-16 23:47 GMT
Tenant .2	Daniella Cudner	DocuSigned by: Daniella Cudner 88818227207046...	29-03-16 20:51 GMT
Tenant .3	Paul Gledhill	DocuSigned by: Paul Gledhill 8014465646758...	05-04-16 15:40 GMT
Tenant .4	Natalie Smith	DocuSigned by: Natalie Smith 8101473680805...	23-03-16 06:00 GMT
Tenant .5	Kate Radcliffe	DocuSigned by: Kate Radcliffe 40080404040404...	22-03-16 18:53 GMT
Tenant .6	Oliver Hawkes	DocuSigned by: Oliver Hawkes c20737460210475...	22-03-16 11:26 GMT

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Extract from the Tenancy agreement for the period 1/7/2018 to 30/6/2019

1 Summary of Principal Terms

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S) :
Mr R Ferguson

1.3 ADDRESS for Landlord(s)
c/o Philip James Partnership Ltd, 679-681 Wmslow Road, Didsbury, Manchester, M20 6RA

1.4 Name(s) of TENANT(S) :
Miss Talula Greenwood, Mr Kyrán Pottle, Miss Jamie-Lee Bramall, Miss Joanne Taylor, Mr Oliver Taylor

1.5 Name & Address of Guarantor:

1.6 ADDRESS of PREMISES to be LET :
20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7 Permitted Occupier(s)

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9 Initial TERM of the tenancy will be : Twelve Months
FROM AND INCLUDING: 01/07/2018

1.10 Rent : £1,191.65 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term
Payable: in advance by equal monthly instalments to commence on 01/07/2018 without any deductions whatsoever namely £1,191.65 by (bankers standing order).

1.11 A security DEPOSIT of £1,375.00 is to be paid on or before the signing of this agreement.

1.12 The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.

2. Tenant's Obligations

Initials SLB Date 09/03/18

Depending on your circumstances, they may have a legal duty to help you find accommodation and, even if not, they can provide advice.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, email PSR@newcastle.gov.uk

Links

This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information. They are coloured blue and underlined like this.

Disclaimer: The department is not responsible for the content of external links. They are the responsibility of those organisations.

SIGNATORIES

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 10, above.

SIGNED BY THE TENANT (S)

X SIGN: Talula Greenwood SIGN: Kyrán Pottle
X SIGN: Jamie-Lee Bramall SIGN: Joanne Taylor
X SIGN: Oliver Taylor
DATE: 9/3/2018

SIGNED BY THE LANDLORD/AGENT

SIGN: R. Ferguson
DATE: 09/03/18

Initials SLB Date 9/3/18

Extract from the Tenancy agreement for the period 1/7/2019 to 30/6/2020

DocuSign Envelope ID: F799FAD81F3-4CFF-9943-59030CE5AE

1 Summary of Principal Terms

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S) :

SBW Properties

1.3 ADDRESS for Landlord(s)

c/o Philip James Partnership Ltd., 679-681 Wmslow Road, Oldbury, Manchester, M20 6RA

1.4 Name(s) of TENANT(S) :

Mr Kyran Potts, Miss Joanne Taylor, Miss Talula Greenwood, Mr Oliver Taylor, Miss Emily Cook

1.5 Name & Address of Guarantor:

1.6 ADDRESS of PREMISES to be LET :

20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7 Permitted Occupier(s)

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9 Initial TERM of the tenancy will be : Twelve Months

FROM AND INCLUDING: 01/07/2019

1.10 Rent : £1,406.35 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term

Payable: In advance by equal monthly instalments to commence on 01/07/2019 without any deductions whatsoever namely £1,406.35 by (bankers standing order).

1.11 A security DEPOSIT of £1,375.00 is to be paid on or before the signing of this agreement.

1.12 The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.

Initials Date.....

DocuSign Envelope ID: F799FAD81F3-4CFF-9943-59030CE5AE

Landlord	The Philip James Partnership Ltd	DocuSigned by: Miss Kate Farmer +388600048007	15-04-19 10:37 BST
Tenant 1	Mr Kyran Potts	DocuSigned by: Mr Kyran Potts +381704000481	16-02-19 13:35 GMT
Tenant 2	Miss Joanne Taylor	DocuSigned by: Miss Joanne Taylor +381704000481	16-02-19 13:35 GMT
Tenant 3	Miss Talula Greenwood	DocuSigned by: Miss Talula Greenwood +381704000481	15-04-19 10:36 BST
Tenant 4	Mr Oliver Taylor	DocuSigned by: Mr Oliver Taylor +381704000481	14-03-19 20:52 GMT
Tenant 5	Miss Emily Cook	DocuSigned by: Miss Emily Cook +381704000481	14-03-19 22:53 GMT

Initials Date.....

Extract from the Tenancy agreement for the period 1/7/2020 to 30/6/2021

DocuSign Envelope ID: E7A2359D-C90D-4F1E-851F-E062CBFD196

1 Summary of Principal Terms

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S) :

SBW Properties

1.3 ADDRESS for Landlord(s)

c/o Philip James Partnership Ltd., 149 – 151 Burton Road, Didsbury, Manchester, M20 1LD

1.4 Name(s) of TENANT(S) :

Miss Rachael Lane, Mr Riley Priest, Miss Millie Haslehurst, Miss Darci Harrison, Miss Lydia Aspden

1.5 Name(s) of Guarantor(s):

Mr David Howard, Mr Larry Priest, Mrs Emma Kelsall, Mrs Julie Harrison, Mrs Georgina Aspden

1.6 ADDRESS of PREMISES to be LET :

20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7 Permitted Occupier(s)

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9 Initial TERM of the tenancy will be : Twelve Months

FROM AND INCLUDING: 01/07/2020

1.10 Rent : £1,625.00 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term

Payable: In advance by equal monthly instalments to commence on 01/07/2020 without any deductions whatsoever namely £1,625.00 by (bankers standing order).

1.11 A security DEPOSIT of £1,875.00 is to be paid on or before the signing of this agreement.

1.12 The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.

Initials Date.....

DocuSign Envelope ID: E7A2359D-C90D-4F1E-851F-E062CBFD196

* Crucially, would a reasonable person consider the notes to be a nuisance, having regard to the circumstances?
Officers within the Local Authority whom have delegated authority pursuant to the Environmental Protection Act will apply their professional judgement in each case when making a decision and a Magistrate will normally accept their view.

STUDENTS CAUSING A NUISANCE?
Students have a significant impact on the communities in which they live and students are the best possible ambassadors for the universities simply by being good and considerate neighbours. Manchester Universities take a strong view on student anti-social behaviour in local communities and as a result serious incidents may be referred to the university disciplinary process.

Please feel free to contact us if you require further advice or information:
Manchester City Council, Neighbourhood Delivery Team, Growth and Neighbourhoods, PO Box 532, Town Hall, M60 2LA or telephone Adrian Hopkins (Community Safety Manager) on: 0161 234 5501 a.hopkins@manchester.gov.uk

SIGNATORIES

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 10, above.

Signed by the landlord and tenant(s)

Landlord	The Philip James Partnership Ltd	DocuSigned by: Miss Kate Farmer +388600048007	07-02-20 09:08 GMT
Tenant 1	Miss Rachael Lane	DocuSigned by: Miss Rachael Lane +382000000946	01-02-20 19:28 PST
Tenant 2	Mr Riley Priest	DocuSigned by: Mr Riley Priest +382000000946	03-02-20 09:40 GMT
Tenant 3	Miss Millie Haslehurst	DocuSigned by: Miss Millie Haslehurst +382000000946	05-02-20 10:37 PST
Tenant 4	Miss Darci Harrison	DocuSigned by: Miss Darci Harrison +382000000946	03-02-20 10:31 GMT
Tenant 5	Miss Lydia Aspden	DocuSigned by: Miss Lydia Aspden +382000000946	03-02-20 10:00 GMT

Initials Date.....

DocuSign Envelope ID: 19256368-8B29-413F-9C45-1A7FAED1247F

Please provide the details requested in **AS-A17** for each tenant (there is a continuation sheet for this purpose). If there is a **relevant person** (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in **AS-A12** must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) _____ of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:

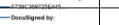
- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

the landlord

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant

Digitally signed by:  MISS LYDIA CLARKE 2020.01.21 17:50	25-01-21 17:50	GMT	Miss Lydia Clarke
Digitally signed by:  MR ARTHUR SHAW 2020.01.20 12:17	18-12-20 12:17	GMT	Mr Arthur Shaw
Digitally signed by:  MISS CHARLOTTE LOCKWOOD 2020.01.20 12:20	18-12-20 12:20	GMT	Miss Charlotte Lockwood
Digitally signed by:  MISS CATHERINE GARSION 2020.01.20 13:58	18-12-20 13:58	GMT	Miss Catherine Garsion
Digitally signed by:  MR DOUGLAS RENTON 2020.12.20 06:02	20-12-20 06:02	GMT	Mr Douglas Renton

Signed by the Landlord/Agent

Digitally signed by:  MR NEIL RYDER 2020.01.21 09:22	28-01-21 09:22	GMT	Mr Neil Ryder
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Extract from the Tenancy agreement for the period 1/7/2022 to 30/6/2023

DocuSign Envelope ID: E4C85093-0669-4B1CD-77F3EAB9B1C

Signed by the landlord and tenant(s)

Landlord	The Philip James Partnership Ltd	Decoupled by: <i>Miss Kate Farmer</i> 4389959250460CF	01-03-22 11:02 GMT
Tenant .1	Mr Joseph James Elliott Denyer	Decoupled by: <i>Joseph Denyer</i> 1800404007006B5	27-02-22 19:35 GMT
Tenant .2	Mr Thomas ODonoghue	Decoupled by: <i>Mr Thomas O'Donoghue</i> 87302CA32326A88	02-02-22 13:14 GMT
Tenant .3	Mr Oliver Charles	Decoupled by: <i>Mr Oliver Charles</i> 542E7D3A0850A32A	14-02-22 09:16 GMT
Tenant .4	Jack Piers Critchlow	Decoupled by: <i>Jack Piers Critchlow</i> Decoupled by: <i>Mr Iain Emile Palmer-Almira</i> A0846001C9C348C	16-02-22 17:40 GMT
Tenant .5	Mr Iain Emile Palmer-Almira	Decoupled by: <i>Mr Iain Emile Palmer-Almira</i> A0846001C9C348C	13-02-22 01:33 GMT

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

First line of address of the property to which the tenancy relates

A8 Name Mr Joseph Denyer, Mr Thomas ODonoghue, Mr Oliver Charles, Mr Jack Critchlow, Mr Iain Emile Palmer-Almira

A9 Address 20 Belgrave Avenue, Victoria Park, Manchester., M14 5DL

A10 E mail address

A11 Mobile number

A12 Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy

(This section only needs to be completed for a tenant, not a relevant person)

A13 Name

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Extract from the Tenancy agreement for the period 1/7/2023 to 30/6/2024

DocuSign Envelope ID: 2B6F39F3-F89D-4CBF-8254-0B2A4B2C53CA

1 Summary of Principal Terms

1.1

Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2

Name(s) of LANDLORD(S) :

SBW Properties

1.3

ADDRESS for Landlord(s)

c/o Philip James Partnership Ltd , 147-151 Burton Road, Didsbury, Manchester, M20 6LD

1.4

Name(s) of TENANT(S) :

Mr Jamie Benjamin Muir, Mr Ethan Porus Bustani, Miss Lila Jane Gardner, Mr Rhys Aaron Protheroe, Mr Rhys Brand

1.5

Name(s) of Guarantor(s):

Ms Susan Muir, Dr Porus Bustani, Mr Mark Gardner, Ms Tracey Amanda Protheroe, Ms Virginia Hobson

1.6

ADDRESS of PREMISES to be LET :

20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7

Permitted Occupier(s)

1.8

EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9

Initial TERM of the tenancy will be :

Twelve Months

FROM AND INCLUDING:

01/07/2023

1.10

Rent : £2,058.35 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term

Payable: In advance by equal monthly instalments to commence on 01/08/2023 without any deductions whatsoever namely £2,058.35 by (bankers standing order).

1.11

A security DEPOSIT of £2,375.00 is to be paid on or before the signing of this agreement.

1.12

The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

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DocuSign Envelope ID: 2B6F39F3-F89D-4CBF-8254-0B2A4B2C53CA

Landlord	The Philip James Partnership Ltd	Decoupled by: Miss Kate Farmer E3B9852D406CF...	02-02-23 09:23 GMT
Tenant.1	Mr Jamie Benjamin Muir	Decoupled by: E3B9F72C358D Decoupled by:	09-02-23 15:42 GMT
Tenant.2	Mr Ethan Porus Bustani	Decoupled by: E470F5E2083C... Decoupled by:	10-02-23 08:22 GMT
Tenant.3	Miss Lila Jane Gardner	Decoupled by: E3FE117C3B28F... Decoupled by:	09-02-23 13:07 GMT
Tenant.4	Mr Rhys Aaron Protheroe	Decoupled by: E3FE117C3B28F... Decoupled by:	09-02-23 16:34 GMT
Tenant.5	Mr Rhys Brand	Decoupled by: E3FE117C3B28F... Decoupled by:	09-02-23 15:11 GMT

Section A: Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

© Philip James Partnership Ltd 2008 - 2011 Version 23.5.19

Extract from the Tenancy agreement for the period 1/7/2024 to 30/6/2025

DocuSign Envelope ID: 4DE5F506-8DD1-42EC-920E-2478086FD6BF

1.1

Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2

Name(s) of LANDLORD(S) :

SBW Properties

1.3

ADDRESS for Landlord(s)

c/o Philip James Partnership Ltd , 147-151 Burton Road, Didsbury, Manchester, M20 6LD

1.4

Name(s) of TENANT(S) :

Mr Aryan Jack Faraboushehri, Miss Gabriella Ruby Di Gregorio, Miss Kitty Mabel Walker, Mr Jacob David Fitzwilliam, Mr Daniel Alfie Gadd

1.5

Name(s) of Guarantor(s):

Mr Masoud Faraboushehri, Mrs Kate Di Gregorio, Ms Polly Walker, Mrs Katie Fitzwilliam, Mr Barry Gadd

1.6

ADDRESS of PREMISES to be LET :

20 Belgrave Avenue
Victoria Park
Manchester
M14 5DL

1.7

Permitted Occupier(s)

1.8

EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)

1.9

Initial TERM of the tenancy will be :

Twelve Months

FROM AND INCLUDING:

01/07/2024

1.10

Rent : £2,166.65 exclusive of water rates and other utilities (subject nevertheless as hereinafter provided for) per calendar month of the Term

Payable: In advance by equal monthly instalments to commence on 01/08/2024 without any deductions whatsoever namely £2,166.65 by (bankers standing order).

1.11

A security DEPOSIT of £2,500.00 is to be paid on or before the signing of this agreement.

1.12

The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.

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DocuSign Envelope ID: 4DE5F506-8DD1-42EC-920E-2478086FD6BF

Landlord	The Philip James Partnership Ltd	Decoupled by: Miss Kate Farmer E3B9852D406CF...	02-01-24 09:28 GMT
Tenant.1	Mr Aryan Jack Faraboushehri	Decoupled by: E470F5E2083C... Decoupled by:	27-12-23 15:54 GMT
Tenant.2	Miss Gabriella Ruby Di Gregorio	Decoupled by: E470F5E2083C... Decoupled by:	26-12-23 15:15 GMT
Tenant.3	Miss Kitty Mabel Walker	Decoupled by: E470F5E2083C... Decoupled by:	26-12-23 19:17 GMT
Tenant.4	Mr Jacob David Fitzwilliam	Decoupled by: E470F5E2083C... Decoupled by:	18-12-23 19:13 GMT
Tenant.5	Mr Daniel Alfie Gadd	Decoupled by: E470F5E2083C... Decoupled by:	21-12-23 15:35 GMT

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

First line of address of the property to which the tenancy relates

A8 Name Mr Aryan Jack Faraboushehri, Miss Gabriella Ruby Di Gregorio, Miss Kitty Mabel Walker, Mr Jacob David Fitzwilliam, Mr Daniel Alfie Gadd

A9 Address 20 Belgrave Avenue, Victoria Park, Manchester, M14 5DL

A10 E mail address

A11 Mobile number

A12 Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy
(This section only needs to be completed for a tenant, not a relevant person)

A13 Name

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Page 16 of 27

Appendix 2 – Personal Written Statements provided by Stuart Wall (building owner and landlord) and Neil Ryder, Manager at Philip James Lettings (managing agents)

Stuart Wall Personal Statement

Statement prepared by Stuart Barrie Wall (Owner and Landlord) of 20 Belgrave Avenue, Manchester, M14 5DL

This statement is true to the best of my knowledge and belief and is made to support a Certificate of Lawfulness to confirm that the existing use (Class C4 House in Multiple Occupation - HMO) taking place at 20 Belgrave Avenue, Manchester, M14 5DL is lawful.

Dated: 24/10/2024

Signature: S Wall

I Stuart Barrie Wall of Old Acres, Wellbank Lane, Over Peover, Knutsford, WA16 8UN can confirm that I am the registered owner of 20 Belgrave Avenue, Manchester, M14 5DL that is subject to this Certificate of Lawfulness application.

I have had personal involvement with this property dating back to 1979 and this is when I first bought the house. I commenced using it as a Class C4 small HMO (6no. person / bedrooms) from this date onwards and the HMO use has been continual ever since and has now been taking place for approximately 45 years at the site. There have been two other parties (Opal Houses Limited and Mr Robert Ferguson) who have owned and operated the HMO for parts of the time, and I chose to re-purchase the property again in July 2018 from Mr Ferguson. I was previously a Director of Opal Houses Limited from 18 May 2003 until the company was dissolved on 9 September 2014 and this information is shown on the published Companies House records.

I can confirm that I have used and let out the property as a 5no. person / bedroom House in Multiple Occupation (HMO) during my second period of ownership (from July 2018 onwards). The reduction from 6no. persons to 5no. persons was necessary to comply with the Council's Mandatory HMO Licence requirements. The Mandatory HMO Licence (Ref. 224097) is subject to conditions and specifies that the premises are reasonably suitable for occupation by not more than 5 occupants comprising of 5 households.

The 5no. bedrooms in the property have been let out to different students who have been studying in the Manchester Area on a yearly basis, and they have jointly shared the other facilities in the property such as the kitchen / diner and bathroom on a communal basis as is typical with an HMO use. The letting of the 5no. rooms in the HMO has been carried out subject to formal Annual Assured Shorthold tenancy agreements between the occupiers and myself and arranged via my appointed letting / management agents (Philip James Lettings).

Copies of the tenancy agreements for the yearly periods between 2016 and 2024-2025 (this year) have been provided by Philip James Lettings as supporting evidence for this Certificate of Lawfulness application. This also covers some of the period when Mr Robert Ferguson was the registered owner and landlord and there were 6no occupants residing at the property.

Philip James Lettings no longer hold paper copies of the full tenancy agreements for the 2014-2015 and 2015-2016 periods, but they have provided tenant rent statements clearly showing that six

tenants paid monthly rent for the property during this time. These can be supplied to and analysed by the Council if required. The full tenant rent statements are being held by appointed planning agent (MRH Planning Services). I am aware that there is no tenancy agreement for 2017-2018, and this was due to the property being unavailable for rental as an HMO because it was being fully renovated and improved.

I am happy to clarify any of the above-mentioned information in more detail if required by the Council and confirm my contact details below.

Stuart Barrie Wall, Old Acres, Wellbank Lane, Over Peover, Knutsford, WA16 8UN

E-Mail: C/O neil.ryder@philipjames.co.uk

Telephone: 0161 434 5009

Neil Ryder (Manager at Philip James Lettings) - Personal Statement

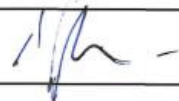
Statement prepared by Neil Ryder, New Business and Investments Manager, at Philip James Partnership, 679-681 Wilmslow Road, Manchester, M20 6RA

This statement is true to the best of my knowledge and belief and is made to support a Certificate of Lawfulness to confirm that the existing use (Class C4 House in Multiple Occupation - HMO) taking place at 20 Belgrave Avenue, Manchester, M14 5DL is lawful.

Dated:

24/10/24

Signature:



I Neil Ryder, New Business and Investments Manager at Philip James Partnership, 679-681 Wilmslow Road, Manchester, M20 6RA, can confirm that our company (Philip James Lettings) have been involved with the letting and management of 20 Belgrave Avenue, Manchester, M14 5DL as a 5no. and 6no. bedroom House in Multiple Occupation (HMO) since 2014. We have acted on behalf of both Stuart Barrie Wall of SBW Properties (current registered owner and landlord) and Mr Robert Ferguson (previous owner and landlord).

I was previously the Lettings Manager at Philip James Lettings, so I have had personal involvement with the letting of this property over the 10-year period that our company has been involved with the HMO. The bedrooms in the property have been let out to different students who have been studying in the Manchester Area on a yearly basis, and they have jointly shared the other facilities in the property such as the kitchen / diner and bathroom on a communal basis as is typical with an HMO use.

The property was previously occupied by six individuals prior to the Mandatory HMO Licensing changes that were introduced by the Council in October 2018. The reduction from 6no. persons to 5no. persons was necessary to comply with the Council's Mandatory HMO Licence requirements. The Mandatory HMO Licence (Ref. 224097) is subject to conditions and specifies that the premises are reasonably suitable for occupation by not more than 5 occupants comprising of 5 households.

The letting of the rooms in the HMO has been carried out subject to formal Annual Assured Shorthold tenancy agreements between the occupiers and the owner / landlord and these have been arranged via Philip James Lettings over a 10-year period. Copies of the tenancy agreements for the yearly periods between 2016 and 2024-2025 (this year) have been provided by Philip James Lettings as supporting evidence for this Certificate of Lawfulness application. This also covers some of the period when Mr Robert Ferguson was the registered owner and landlord.

Philip James Lettings no longer hold paper copies of the full tenancy agreements for the 2014-2015 and 2015-2016 periods, but we have provided tenant rent statements clearly showing that six tenants paid monthly rent for the property during this time. These can be supplied to and analysed by the Council if required. The full tenant rent statements are being held by Mr Wall's appointed planning agent (MRH Planning Services). There is no tenancy agreement for 2017-2018, and this was due to the property being unavailable for rental as an HMO because the owner / landlord was fully renovating and improving it.

I am happy to clarify any of the above-mentioned information in more detail if required by the Council and confirm my contact details below.

Mr Neil Ryder, New Business and Investments Manager, Philip James Partnership, 679-681 Wilmslow Road, Manchester, M20 6RA

E-Mail: neil.ryder@philipjames.co.uk

Telephone: 0161 434 5009

**Appendix 3 – Land Registry Title Document and Plan showing Stuart Wall (applicant)
is the registered owner of the property**

HM Land Registry



Official copy
of register of
title

Title number GM178399

Edition date 28.06.2024

– This official copy shows the entries on the register of title on 09 OCT 2024 at 11:48:35.

– This date must be quoted as the "search from date" in any official search application based on this copy.

– The date at the beginning of an entry is the date on which the entry was made in the register.

– Issued on 09 Oct 2024.

– Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

– This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : MANCHESTER

1

(14.05.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 20 Belgrave Avenue, Manchester (M14 5DL).

2

The Conveyance dated 7 April 1921 referred to in the Charges Register contains a provision as to boundary structures.

B: Proprietorship Register

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

Title absolute

1

(05.07.2018) PROPRIETOR: STUART BARRIE WALL of Old Acres, Wellbank Lane, Over Peover, Knutsford WA16 8UN.

2

(05.07.2018) The value stated as at 5 July 2018 for the land in this title and other property was £1,860,000.

3

(05.07.2018) 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.

4

(13.12.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 November 2021 in favour of Cymegy Bank plc referred to in the Charges Register.

C: Charges Register

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

1

A Conveyance dated 15 November 1898 made between (1) Sir William Reynell Anson Bart (Vendor) (2) Francis Ernest Bradley and (3) The Victoria Park Manchester Land Company Limited (the Company) contains

1 of 3

Title number GM178399

C: Charges Register continued

covenants details of which are set out in the schedule of restrictive covenants hereto.

2

An Agreement dated 3 April 1905 made between (1) John Edwards and (2) Manchester Corporation relates to the construction, laying and maintenance of drains and inspection chambers and ancillary rights of entry.

3

NOTE: Copy filed.

The land in this title together with other land is subject to a perpetual yearly rentcharge of £30 created by a Conveyance dated 17 October 1905 made between (1) The Victoria Park Manchester Land Company Limited (2) Philip William Kesseler and Ernest Willy Grosse (3) John Simpson Simpson and (4) John Edwards.

The said Deed also contains covenants.

NOTE: Abstract filed under LA84709

By a Conveyance dated 7 April 1921 made between (1) The Sampson Trust Limited (2) Mabel Sidney Dickinson and others and (3) Robert William Archibald Woodall this rentcharge was informally apportioned as to £5 to the land in this title.

NOTE: Original issued with Certificate. Abstract filed.

4

The land is subject to the rights reserved by the Conveyance dated 17 October 1905 referred to above.

5

(13.12.2021) REGISTERED CHARGE dated 18 November 2021 affecting also other titles.

6

NOTE: Charge reference GMS4706.

(13.12.2021) Proprietor: CYNERGY BANK PLC (Co. Regn. No. 4728421) of 4th Floor, One New Change, London EC4M 9AF.

Schedule of restrictive covenants

1

The following are details of the covenants contained in the Conveyance dated 15 November 1893 referred to in the Charges Register:-

COVENANTS by the Company for themselves their successors and assigns with the Vendor his heirs and assigns and separately with the said F. E. Bradley his heirs executors and administrators that the Company their successors and assigns would conform in all respects with the said plan and the building line shown thereon so that buildings facing Anson Road should be set back 10 yards therefrom and so that buildings facing a new road or street intended to be constructed next Anson Road on the northerly side parallel or nearly parallel therewith in case the Company decided in their discretion to construct such road (which road was thereafter referred to as "the said Optional Road") should be set back 4 yards therefrom and so that buildings facing Upper Kent Road should be set back 3 yards therefrom and so that buildings facing Victoria Road should be set back 4 yards therefrom and that each message or dwellinghouse to be let as a separate tenement if fronting Anson Road be of the clear yearly value of not less than £40 and that each message or dwellinghouse to be let as a separate tenement if fronting the said Optional Road should be of the clear yearly value of not less than £25 and that each message or dwellinghouse to be let as a separate tenement if fronting Upper Kent Road should be of the clear yearly value of not less than £15 and that each message or dwellinghouse to be let as a separate tenement if fronting Victoria Road and any internal streets (except the said Optional Road) to be constructed on the said land should be of the clear yearly value of not less than £18 and that each message or dwellinghouse to be let as a separate tenement if fronting the intended new road No. 1 should be of the clear yearly value of not less than £18.

And also that for the purpose of determining the value of the houses to be erected on the several portions of the said land thereby conveyed houses of the yearly value of not less than £40 should be erected on

2 of 3

Title number GM178399

Schedule of restrictive covenants continued

the portion coloured pink on the said plan and of not less than £25 on the portion coloured blue thereon.

And also that the front of all houses should be of Rusbon red or other stock bricks and the roofs covered with red tiles or slates and that houses erected at corners of streets shall have return fronts and hipped roofs.

And also that the Company their successors and assigns would submit all plans as to the proposed mode of laying out the said land and the roads and streets to be constructed thereon to Messrs. E. Mellor & Sons of Manchester or other the Surveyor for the time being of the Vendor in order that they or he might certify that such plans were consistent with the covenants therein contained.

And also would submit for approval to the said Messrs. E. Mellor & Sons or other such Surveyor the plans of all buildings to be erected and would pay a Surveyors fee of £1. 1. 0. for each set of building plans so submitted for approval.

And also would leave open and unbuilt upon a space of 9 yards in width for the whole length of the said land so far as it fronted on Anson Road and a space of 6 yards in width so far as it fronted on the said Optional road if constructed and a space of 6 yards in width so far as it fronted on Upper Kent Road and a space of 7 yards in width so far as it fronted on Victoria Road and a space of 7 yards in width so far as it fronted on the intended New Road No. 1 to the intent that the same spaces of land might respectively be added to and form part of such roads respectively.

And also on request for that purpose and in the form and manner directed by the Vendor of his agent or agents at the expense of the Company would excavate make flag form and complete the said Optional Road if constructed and one half of Anson Road Upper Kent Road Victoria Road and the intended New Road No. 1 so far as the same were co-extensive with the said land and would make good and sufficient sewers in and under such roads and would keep the same in good order and condition.

And also would not allow any building or buildings to be erected on the said land and fronting on Anson Road Upper Kent Road Victoria Road or the intended New Road No. 1 to be used for any purpose whatsoever except as a private dwellinghouse or the offices and outbuildings belonging thereto without the consent in writing of the vendor his heirs or assigns but so as not to prevent any such building or buildings to be erected on the said land unless fronting on Anson Road Upper Kent Road Victoria Road or the intended New Road No. 1 from being used as a shop or for any other purpose unless the same should be or create a public nuisance.

And also would not build on the portions respectively coloured yellow and blue so far as the latter lay between the north western boundary of the said land and the intended New Road No. 1 on the said plan without previously or contemporaneously building and completing fit for habitation houses along the unbuilt upon part of the land fronting on Anson Road except so far as such last mentioned land might consist of streets.

NOTE: No copy of the plan referred to was supplied on first registration.

End of register

3 of 3

H. M. LAND REGISTRY

NATIONAL GRID PLAN SJ 8695 SECTION J

GREATER: MANCHESTER

MANCHESTER DISTRICT Scale 1/1250



Valid and printed by the Director
General of the Ordnance Survey,
Cirencester, Glos. G5 7JF for HM Land Registry
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FILED PLAN
H.M. LAND
REGISTRY
779

TITLE No GM 178 399

Page 21 of 27

Appendix 4 – Copy of Companies House records for Opal Houses Limited (previous owners of the HMO) confirming Stuart Wall was a Director of the company between 18 May 2003 and 9 September 2014

 **GOV.UK**

Find and update company information

[Companies House does not verify the accuracy of the information filed](#)

[Sign in / Register](#)

[Advanced company search](#)

OPAL HOUSES LIMITED

Company number **04768239**

Follow this company

Overview

Filing history

People

Charges

More

Registered office address

C/O Opal Property Group, The Place, Ducie Street, Manchester, M1 2TP

Company status

Dissolved

Dissolved on

9 September 2014

Company type

Private limited Company

Incorporated on

18 May 2003

Accounts

Last accounts made up to **30 September 2012**

Annual return

Last annual return made up to **18 May 2012**

Nature of business (SIC)

41100 - Development of building projects
68201 - Renting and operating of Housing Association real estate

[Advanced company search](#)

OPAL HOUSES LIMITED

Company number 04768239

[Follow this company](#)

Overview

Filing history

People

Charges

More

Officers

Persons with significant control

Filter officers

☐ Current officers

8 officers / 5 resignations

MELLOR, Craig Allan

Correspondence address

21 Queenston Road, Didsbury, Manchester, M20 2NX

Role

Appointed on

Secretary

6 September 2004

Nationality

British

MELLOR, Craig Allan

Correspondence address

C/O Opal Property Group, The Place, Ducie Street, Manchester, M1 2TP

Role

Date of birth

Appointed on

Director

July 1971

1 August 2010

Nationality

Country of residence

Occupation

British

England

Director

WALL, Stuart Barrie

Correspondence address

Old Acres, Well Bank Lane Over Peover, Knutsford, Cheshire, WA16 8UN

Role

Date of birth

Appointed on

Director

June 1951

18 May 2003

Nationality

Country of residence

Occupation

British

United Kingdom

Director

DRAPER, Abigail Sarah

Correspondence address

265 Chester Road, Helsby, Frodsham, Cheshire, WA6 0PN

Role

Appointed on

Resigned on

Secretary

18 May 2003

3 September 2004

Nationality

British

[HARRISON, Irene Lesley](#)

Correspondence address

Fy Mwrthin, 22 Merthyr Road Tongwynlais, Cardiff, South Glamorgan, CF15 7LH

Role	RESIGNED	Appointed on	Resigned on
Nominee Secretary		18 May 2003	18 May 2003

Nationality
British

[DUNCAN, Gavin Robert](#)

Correspondence address

C/O Opal Property Group, The Place, Ducie Street, Manchester, M1 2TP

Role	RESIGNED	Date of birth	Appointed on	Resigned on
Director		May 1962	1 August 2010	31 May 2013

Nationality	Country of residence	Occupation
British	England	Director

[MARTIN, Graham Hunter](#)

Correspondence address

Rosegarth, 51 Adlington Road, Wilmslow, Cheshire, SK9 2BJ

Role	RESIGNED	Date of birth	Appointed on	Resigned on
Director		October 1962	18 May 2003	19 December 2003

Nationality	Occupation
British	Director

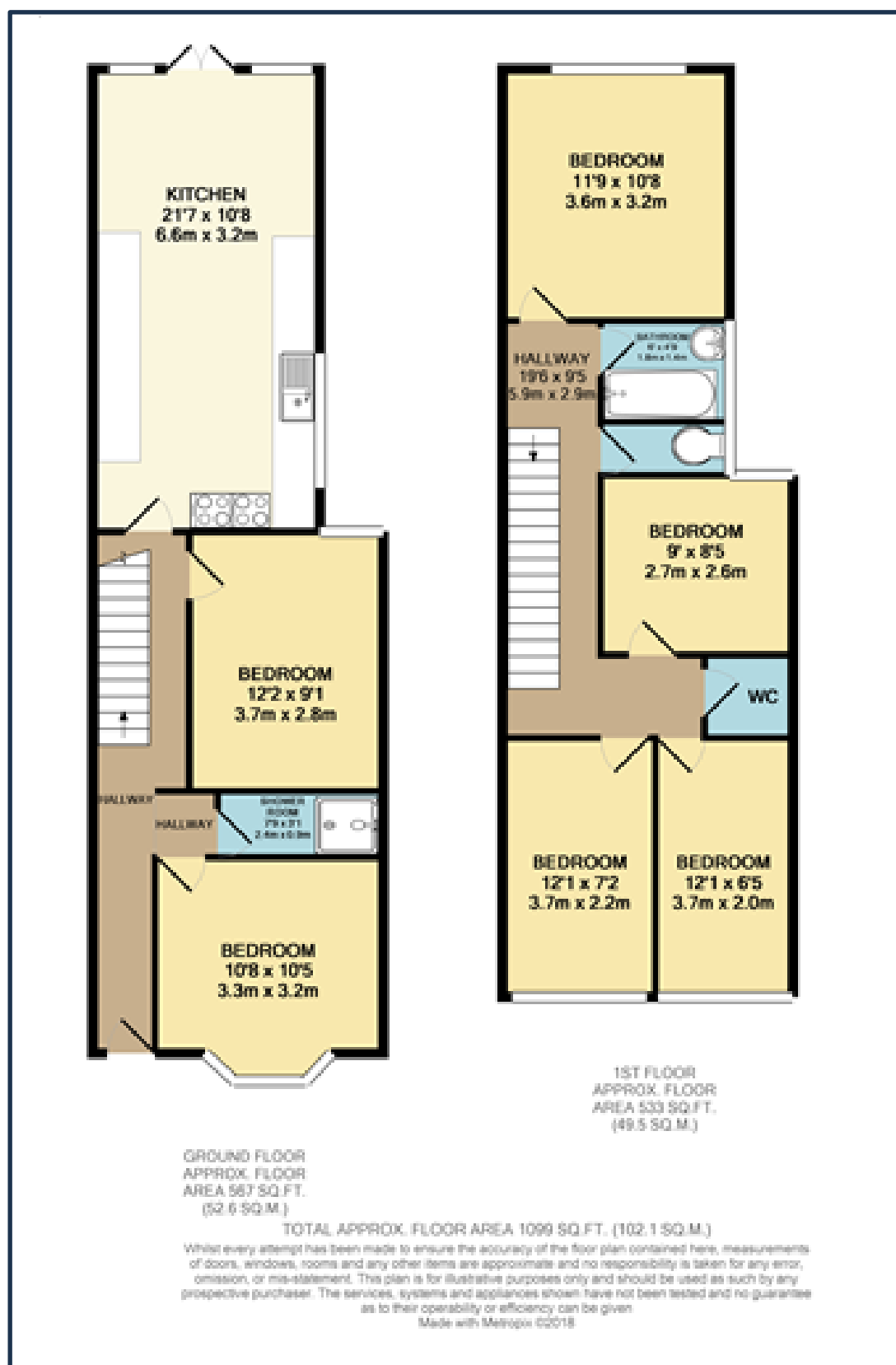
[BUSINESS INFORMATION RESEARCH & REPORTING LIMITED](#)

Correspondence address

Crown House, 64 Whitchurch Road, Cardiff, CF14 3LX

Role	RESIGNED	Appointed on	Resigned on
Nominee Director		18 May 2003	18 May 2003

Appendix 5 – Floor plan layout of the existing HMO



Appendix 6 – Record of current HMO Licence for the property

 **MANCHESTER**
CITY COUNCIL

Private Housing
Home Login

[Public register](#)

Landlord licence public register

Enter postcode

20, Belgrave Avenue, Manchester, M14 5DL

Licence number MAN-514810060531[Licence information](#)Licence type
Mandatory HMO licenceLicence reference number
MAN-514810060531UPRN
77152585Licence start date
08/11/2019Licence end date
07/11/2024

Housing Act 2004
Part 2 Schedule 5

 **MANCHESTER**
CITY COUNCIL

224097(BH6)

NOTICE OF INTENTION TO GRANT A LICENCE

To: Mr Stuart Wall (the Applicant)

Of: Old Acres Well Bank Lane
Over Peover
Cheshire
WA16 8UN

To: Mr Neil Ryder
151 Burton Road
Didsbury
Manchester
M20 1LD

To: Lloyds Bank PLC
Pendeford Securities Centre
Pendeford Business Park
Wobaston Road
Wolverhampton
WV9 5HZ

and

and

TAKE NOTICE THAT Manchester City Council (the Council) as local housing authority has considered the application made by the Applicant for a licence in respect of the house known as 20 Belgrave Avenue, Manchester, Greater Manchester, M14 5DL (the House) being a House in Multiple Occupation required to be licensed under part 2 of the Housing Act 2004 and the Council is proposing to grant a licence to the Applicant in respect of the House. A copy of the proposed licence is attached.

The reasons for proposing to grant the licence are as follows:-

- The House is reasonably suitable for occupation by not more than the maximum number of households or persons prescribed in the proposed licence or, the House can be made reasonably suitable for occupation by the maximum number of households or persons prescribed in the proposed licence by the imposition of conditions on the proposed licence.
- The proposed licence holder is a fit and proper person to be the licence holder.
- The proposed licence holder is the most appropriate person to be the licence holder.
- The proposed manager of the House is a fit and proper person to be the manager of the House.
- The proposed management arrangements for the House are satisfactory.

www.manchester.gov.uk/housing

The granting of this HMO Licence is independent of any Planning requirements of this Council. If you do not have planning permission for the use of this property as a HMO, you should contact Manchester City Council Planning Department on 0161 234 4516 or via email: planning.tst@manchester.gov.uk

The main terms of the proposed licence are as follows:-

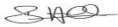
- The licence is issued in respect of the House.
- The licence holder will be **Mr Stuart Wall**.
- This licence cannot be transferred.
- The licence will be granted for a term of **5 years**.
- The licence is issued subject to the conditions listed in the attached schedules.
- The licence specifies that the House is reasonably suitable for occupation by not more than **5 persons comprising of 5 households**.

The conditions of the licence can be found in the Schedules attached to this notice and to the proposed licence.

The Council invites representations from you with regard to its proposal to grant a licence in respect of the House by no later than the 7th day of November 2019 which is the end of the consultation period.

Dated this day: 21 October 2019

Signed:



Ben Hills
On behalf of, and in the name of, **Fiona Worrall**
Strategic Director for Neighbourhoods

Written enquiries should be made to:

Ben Hills
Neighbourhoods Directorate
Coca Cola Building
Hammerstone Road
Gorton
Manchester
M18 8ER
Tel: 0161 234 5500
Email: HMOlicensingenquiry@manchester.gov.uk

www.manchester.gov.uk/housing

Copy of Proposed Mandatory HMO Licence

Licence Ref Number: 224097

Address of licensed premises:-

20 Belgrave Avenue
Manchester
Greater Manchester
M14 5DL

Licence holder:-

Name: Mr Stuart Wall
Address: Old Acres
Well Bank Lane
Over Peover
Cheshire
WA16 8UN

Person / company managing this property:-

Name: Mr Neil Ryder
Address: 151 Burton Road
Didsbury
Manchester
M20 1LD

The copy of the proposed licence was issued on:- 21 October 2019

This licence is not transferable and is issued subject to the conditions in the attached schedules.

The council is satisfied that the licensed premises are reasonably suitable for occupation by not more than 5 occupants comprising of 5 households.

Dated this day: 21 October 2019



Ben Hills
On behalf of, and in the name of, Fiona Worrall
Strategic Director for Neighbourhoods

www.manchester.gov.uk/housing