

Rights of Light

Risk Profile Report

Proposed Refurbishment / Extension
51-53 Richmond Street
Manchester

Prepared for: Eminence Development Limited

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Appendix 1: Existing and Proposed Massing Images

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1. Executive Summary

- 1.1.1 Eminence Development Limited (“Eminence”) propose the acquisition and partial redevelopment of the building and adjacent parcel of land known as 51-53 Richmond Street and adjacent vacant plot in Manchester City Centre.
- 1.1.2 Gray Scanlan Hill is instructed to establish a right of light risk profile of the Proposed Development. This Report confirms our methodology and sets out our opinions.
- 1.1.3 The following neighbouring buildings have been right of light impact appraised, given their proximity to the Site and the massing of the Proposed Development:
- 58 Richmond Street, Manchester, M1 3WB
 - 44 Canal Street, Manchester, M1 3WD
 - 46 Canal Street, Manchester, M1 3WD
 - Nos. 46-52 Richmond Street, Manchester, M1 3WB
- 1.1.4 The physical relationship between these buildings and the Site / Proposed Development is shown on the existing and proposed massing images at Appendix 1.
- 1.1.5 Based on the massing of the Proposed Development and its physical relationship with its surroundings, there are no other buildings around the Site that, in our professional opinion, would justify the need for them to be right of light impact appraised in detail.
- 1.1.6 For those neighbouring buildings for which we have measured the impact, it has been necessary for us to make assumptions in running the technical analysis.
- 1.1.7 This Risk Profile only appraises the impact that the massing of the Proposed Development will have on any rights of light enjoyed by those neighbouring buildings. It is not a cumulative impact assessment that acknowledges the massing of any other development proposed or anticipated in the vicinity of the Site.
- 1.1.8 The following neighbouring buildings are likely to enjoy Prescription or transferred rights over the Site and are identified as rights of light risks on measured light impact grounds:
- 58 Richmond Street, Manchester, M1 3WB
 - 44 Canal Street, Manchester, M1 3WD
 - Nos. 46-52 Richmond Street, Manchester, M1 3WB

- 1.1.9 46-52 Richmond Street is identified as a risk on the basis that transferred rights of light benefitting this building cannot be discounted. Owing to a possible coincidence in aperture position of the current and former buildings, there is scope that rights assumed to have been acquired by the former windows are 'transferred' to the new apertures. Certain rooms within this building experience a reduction in light that could be interpreted as an interference with such rights.
- 1.1.10 The options for managing, mitigating or removing the identified right of light risk have all been considered (See Section 7), including redesigning the massing, establishing common ownership, the use of statutory powers to override easements, rights of light insurance and the negotiation of the release of rights in exchange for compensation.
- 1.1.11 It is improbable that rights of light risks could be designed out whilst still developing the vacant portion of the Site, given the proximity of neighbouring buildings and that certain rooms within are poorly lit in legal terms in the existing condition.
- 1.1.12 Acquiring the Title estate in the neighbouring buildings with the intention of establishing common ownership between them and the Site (and unity of seisin) will not be a preferred option (and may not be realistically achievable in any event).
- 1.1.13 The service of Light Obstruction Notices is not recommended, on the basis that all neighbouring buildings that we have identified as risks are either old enough to have already acquired Prescription rights of light over the Site, or potentially benefit from transferred rights of light. On this basis, the service of Notices is more likely to precipitate claims than remove them or make them go away.
- 1.1.14 Rights of light insurance may be available. Insurance would not remove the identified risk but provide some degree of protection if claims are ultimately brought against the Proposed Development. It would be necessary to disclose to the underwriters a variety of information, including details of any anticipated neighbourly matters engagement.

- 1.1.15 Manchester City Council do have a track record of engaging Section 203 of the Housing & Planning Act 2016 as a means of overcoming barriers to redevelopment. They have, in recent times, developed a “draft Protocol” for developers to work through before they apply to the Council for Appropriation. The draft Protocol does require developers to try and negotiate rights of light way before the Council will act in this regard. However, on the basis that the Site is not currently owned by Manchester City Council it is improbable that these powers are or will be available for Eminence’s use to mitigate the rights of light impact of the Proposed Development. Further, in our opinion, the Proposed Development is not of a scale, or sufficiently in the public interest (in terms of economic, social and well-being benefit) for the Council to engage Section 203.
- 1.1.16 Successfully negotiating the release of rights in exchange for compensation would remove the identified risk. However, it may take time to conclude.
- 1.1.17 We have identified an initial compensation budget of up to **£45,000.00** (excluding professional fees, VAT, and the cost of any Deed registration) for negotiating the release of rights.
- 1.1.18 A ‘Development Gain’ calculation has not been undertaken (it is beyond our current instructions). However, we recommend that a development gain appraisal is undertaken as a means of sanity checking the above compensation budget recommendation.

2. Background

2.1 Instructions

2.1.1 Eminence Development Limited (“Eminence”) propose the acquisition and partial redevelopment of the building and adjacent parcel of land known as 51-53 Richmond Street and adjacent vacant plot in Manchester City Centre.

2.1.2 Gray Scanlan Hill is instructed to establish a right of light risk profile of the Proposed Development. This Report confirms our methodology and sets out our opinions.

2.2 Scope of this Report

2.2.1 This Report is intended to assist Eminence in understanding which neighbouring buildings around the Site pose a right of light risk to the Proposed Development.

2.2.2 We have provided an overview of the legal and general principles that govern rights of light in practice, which hopefully will assist Eminence in better understanding the opinions that we have offered on whether rights exist and if they will be interfered with.

2.2.3 We have also provided advice on whether the statutory provisions created by the Rights of Light Act 1959 and the Housing and Planning Act 2016 are available for Eminence’s use in delivering the Proposed Development. Section 3 of this Report refers.

2.2.4 A technical analysis has been performed, which is the computerised measurement of the impact that the massing of the Proposed Development will have on the extent to which the neighbouring buildings are and will be lit in legal terms.

2.2.5 Sections 5 and 6 of this Report set out the scope and basis of the technical analysis undertaken, along with an explanation of what the results of the analysis mean.

2.2.6 At Section 7 of this Report, we have provided commentary on the options available to Eminence to manage or remove any identified right of light risk.

2.3 The Site

- 2.3.1 The land and buildings known as 51-53 and 63 Richmond Street in Manchester City Centre. 51-53 Richmond Street is a three storey pitched roofed building of historic, traditional construction. 63 Richmond Street is a small open parcel of land.
- 2.3.2 The freehold title estate in 51-53 Richmond Street is registered under Title No. LA370729 and the freehold title estate in 63 Richmond Street is registered under Title No. LA334340. The registered proprietor of both is currently Mildred Challah of 13 Greenbank Avenue, Gatley, Cheadle, Stockport, Cheshire, SK8 4HN.
- 2.3.3 We understand that Eminence propose to acquire this freehold title estate once they have received Planning Permission for their redevelopment proposals.

2.4 The Proposed Development

- 2.4.1 The existing building at 51-53 Richmond Street is of Listed status and a Heritage asset. On this basis, it will be substantially retained, subject to a sensitive repair and refurbishment as part of its conversion to residential use and occupation.
- 2.4.2 The open parcel of land that is 63 Richmond Street will have a new building constructed upon it, occupying the full footprint and of five storeys in height. This will serve as a modern extension to the neighbouring 51-53 Richmond Street.
- 2.4.3 The proposed massing images contained at Appendix 1 communicate the footprint and height of the Proposed Development relative to its immediate surroundings.

2.5 The Neighbouring Buildings

- 2.5.1 The following neighbouring buildings have been risk profiled as part of this Report:
- 58 Richmond Street, Manchester, M1 3WB
 - 44 Canal Street, Manchester, M1 3WD
 - 46 Canal Street, Manchester, M1 3WD
 - Nos. 46-52 Richmond Street, Manchester, M1 3WB
- 2.5.2 The physical relationship between these buildings and the Site / Proposed Development is shown in the existing and proposed massing images at Appendix 1.

- 2.5.3 Based on the massing of the Proposed Development and its physical relationship with its surroundings, there are no other buildings around the Site that, in our professional opinion, would justify the need for them to be right of light impact appraised in detail.
- 2.5.4 Whilst there are other neighbouring buildings that have windows through which the Proposed Development may be seen, the physical relationship between these other buildings and the Site is such that the Proposed Development will not have a material influence on the extent to which the rooms of these other buildings are lit in legal terms.

2.6 General Limitations / Clarifications

- 2.6.1 Gray Scanlan Hill's Terms & Conditions of Appointment and Survey Limitations apply.
- 2.6.2 We have undertaken no Title research to prove or discount the existence of any contractual provision that regulates the rights of light position between the Site and the neighbouring buildings considered as part of this Report. This legal research will need to be undertaken by Eminence's legal advisers in due course.
- 2.6.3 Further, we have assumed that Light Obstruction Notices have not historically been served, as a means of preventing the acquisition of Prescription Act 1832 rights over the Site, and that the 20 year period of acquisition has not been thus interrupted.
- 2.6.4 We have researched the potential for transferred rights (see Section 6) to exist using the following resources. The outcome of our research is presented at Appendix 4:
- Historic Google Earth images;
 - Manchester City Council's Public Access Planning Portal;
 - Historic archive photography from GMLives.org;
 - Historic OS Maps from promap.co.uk.
- 2.6.5 Eminence are advised that the level or amount of light for which a right of light is acquired is not a legally fixed or universally accepted standard, nor is the extent to which light is reduced for it to amount to the interference of rights. The light measurements that we have undertaken through technical analysis and the advice that we have provided as part of this Report, is based on accepted practise at the date of this Report.

- 2.6.6 Any opinion that we offer on the mandatory injunction risk of the Proposed Development assumes that Eminence will be a “good neighbour”, and by this we mean take proactive and timely steps to remove any right of light risk that has been identified.
- 2.6.7 It has been necessary for us to make certain assumptions in the running of the technical analysis. These assumptions are communicated at Section 5.3 below.
- 2.6.8 This Risk Profile only appraises the right of light impact of the massing of the Proposed Development. It is not a cumulative assessment that acknowledges the massing of any other development proposed or anticipated in the vicinity of the Site.
- 2.6.9 Any change in the massing of the Proposed Development may require us to re-run the technical analysis and amend the risk profile that we have established for the Proposed Development. Accordingly, we request that we be informed of any massing changes.
- 2.6.10 Because the interior of the neighbouring buildings has not been inspected, the results of the right of light technical analysis remains preliminary (insofar as they are capable of being developed and may change as the assumptions are proven / discounted).
- 2.6.11 The opinions offered in this Report are subject to the limitations confirmed herein and are based on the experience that we have gained in dealing with rights of light issues. It should not be acted on without further consultation with Gray Scanlan Hill.

3. Rights of Light

3.1 The Easement of Light

3.1.1 A right of light is an easement.

3.1.2 An easement is a legal right over one parcel of land (the servient land) to the benefit of another (the dominant land). The easement of light benefits defined apertures in a building that are intended to admit light, e.g. windows, rooflights, curtain walling.

3.1.3 The law assumes that the sky is overcast and uniform. The light to which the right is associated is not influenced by orientation, sunlight, or reflective surfaces.

3.1.4 The right is also not a right to a view or a particular outlook.

3.1.5 It is a certain amount of direct unobstructed sky light, received through a window and distributed within a room, that forms the basis of the legal right.

3.1.6 The level or amount of light for which a right of light is acquired is not a legally fixed or universally accepted standard, nor is the threshold for which light needs to be reduced for it to amount to the interference of rights. In practice, certain rules of thumb are adopted; the current accepted principles / practise are described below.

3.2 Legal and Practical Principles

3.2.1 A right of light is governed by several legal and practical principles, in addition to those characteristics and principles that govern easements generally.

3.2.2 We have provided an overview of the general principles below:

- A right of light is not an automatic right and therefore must be acquired or granted. There are a number of ways in which the easement can become established.
- The most common method of acquisition is under the Prescription Act 1832. Such a right will have been acquired if it can be demonstrated that the access and use of light has been enjoyed for the last 20 years without having been interrupted for a period of 1 year during that period, and without the consent of the servient owner.

- A right of light can also be acquired under the Doctrine of Lost Modern Grant. This would also require a window to have access to light for a period of 20 years, but may be any 20 year period during the window's life, rather than the 20 years continuously counting back from the date of on which rights were asserted (as with the 1832 Act).
- Rights of light acquired by way of Common Law Prescription are rarely encountered in practice. It would be necessary to prove that the window existed in the year 1189 (time immemorial - the beginning of legal memory) for rights to exist by such means.
- A right of light can also be granted, or at least regulated, by covenants in any Deeds, Agreements, Transfers or Conveyances that are registered against Title. The right can also arise by way of implication in certain circumstances. The Deed pack should always be researched when investigating whether a right of light exists.
- Tenants can be entitled to rights of light if their Lease allows.
- For an easement to exist, the law requires the dominant and servient lands to be in separate ownership. Accordingly, a right of light is incapable of existing between the Site and any neighbouring land that is held in common ownership.
- Alterations to the size and shape of any window in the neighbouring buildings can influence whether rights exist or whether the right would be interfered with.
- A right of light is not a right to all light received. Therefore, in principle, an obstruction can take light away from a neighbouring building without creating a right of light problem. So long as a sufficient level of light is left behind following the construction of an obstruction, then the interference of rights will be avoided.
- The interference of a right of light is a legal nuisance. For a legal nuisance to exist, the reduction in light must render a building or room unfit for its current and future foreseeable use and function. Legal nuisance by its very nature is ambiguous; what constitutes a legal nuisance in one neighbouring property may not in another.
- Frequently, notwithstanding a reduction in light levels, if 50% of a room's area will continue to be adequately lit for legal purposes post development, then that loss of light is not considered sufficient to result in the legal right being interfered with.

- Because of the judgement in *Regan v Paul Properties Limited & Others [2006]* this 50/50 rule may need to be extended to 55/45 for residential properties.
- If a room is already less than 50% adequately lit for legal purposes, then any further reduction in light levels may be treated more seriously – the law would appear to support the notion that light is precious when it is in scarce supply to begin with.
- It should, however, be acknowledged that this 50/50 rule is not a rule of law and, on occasion, it has been overlooked by the Courts. On this basis, because a room may be left well-lit to less than 50% of its area does not prima facie mean rights of light will be interfered, particularly if the reduction in light does not render the building unfit for its current or foreseeable future intended purpose, use or function.
- A right of light is governed by the Law of Tort. An interference of an established right of light would amount to a legal nuisance for which a remedy is owed.
- The use of the affected neighbouring building (or parts thereof) can influence the remedy owed. It is also necessary to consider the foreseeable future use of the neighbouring building (or part thereof) (*Carr-Saunders v Dick McNeil [1986]*).
- The remedies that are available to the injured parties can include an injunction. Only a Court can grant an injunction; it follows that the injured parties must embark on litigation to achieve this remedy. The Courts are required to use their discretion in determining remedy. As a point of principle, an injunction can be denied, notwithstanding it being the preferred and desired remedy of the injured party.
- Most claims are, however, settled by way of financial damages / compensation following commercial negotiation in exchange for a release of the right of light.
- There are various methods of calculating / valuing the level of damages dependent upon the extent to which the right of light is injured / interfered with.
- Where there is a genuine threat of an injunction, this can be used as negotiating leverage to inflate the level of damages that might be demanded, on the basis that the damages would be in lieu of an injunction rather than the Common-Law measure of loss. An injunction, therefore, effectively creates a premium. There are a number of ways in which this premium might be calculated or measured.

- The conduct of the parties may influence the remedy granted. In recent court cases, conduct has been the difference between the granting of an injunction and not, irrespective of the extent to which the rights may have been interfered with.

3.2.3 We would be happy to expand upon our explanation of any of the above principles, should there be any questions or queries regarding them.

3.3 Light Obstruction Notices

3.3.1 As set out above, the most common way in which a right of light is acquired is under Section 3 of the Prescription Act 1832. It is, however, possible to prevent a window from acquiring an 1832 Act right of light by obstructing access to light.

3.3.2 The 1959 Act provides a statutory mechanism for achieving this aim.

3.3.3 Under this Act, a Light Obstruction Notice can be registered as a land charge and has the effect of creating a notional or paper obstruction. If the Notice is allowed to exist for one year, without being successfully challenged, the Notice is considered to be an interruption sufficient to defeat the acquisition of rights under the 1832 Act.

3.3.4 The procedure is relatively straightforward to administer but care must be taken in ensuring that the size and position of the notional screen is correctly and accurately specified and that the intention to erect this notional screen is communicated to all parties with an appropriate interest in the relevant neighbouring building(s).

3.3.5 Usually, such Notices are only served where it is clear that windows in a neighbouring property will obtain a right of light before or during the construction phase and the massing of a development will injure that right; this is their intended purpose.

3.3.6 However, the procedure can also be used to force the issue of prescriptive rights, but this can be perceived as aggressive, particularly where a prescriptive right of light is likely to already exist – the Notice is likely to be challenged and set aside and the owner of the neighbouring building may be less accommodating in any future negotiations.

3.3.7 As confirmed earlier in this Report, we have assumed that such Notices have not historically been served as a means of preventing 1832 Act rights from being acquired over the Site, and that the 20 year period of acquisition has not been interrupted.

3.4 Transferred or Coincidental Rights

- 3.4.1 As a point of legal principle there is potential for a right of light to be transferred between the windows of a building that used to occupy a parcel of land (that has been demolished) and a new building (that has been subsequently constructed in its place).
- 3.4.2 If any former buildings around the Site contained windows that had the benefit of a right of light over the Site, then the mere fact that the original windows have been destroyed through the demolition of the original buildings does not necessarily mean, as a point of principle, that the right of light has been extinguished or abandoned.
- 3.4.3 If it can be proven that the windows in the new building are coincidental, in terms of their position, size and plane, to the windows that were formed in the original buildings that were demolished, then there is scope that the right of light still exists.

3.5 General Case Management

- 3.5.1 Each neighbouring property is considered and assessed on its own merits.
- 3.5.2 A large development or obstruction may not result in a right of light infringement because enough light will continue to be received by a building.
- 3.5.3 Conversely, what appears to be a relatively small obstruction or loss of light can result in a disproportionately large injury that will result in rights being interfered with.
- 3.5.4 If we advise that rights will be interfered with, then positive steps will need to be taken to mitigate the right of light risk. There are no set formal strategies that must be adopted, but the options available can broadly be categorised as follows:
- Redesign the Massing (so to reduce the impact);
 - Extinguish Rights through Common Ownership;
 - To override Rights through the use of Statutory Powers;
 - The Registration of Light Obstruction Notices;
 - Negotiate Releases; and
 - Rights of Light Insurance.
- 3.5.5 We have considered each of these options at Section 7 of this Report, as is necessary.

- 3.5.6 Care does need to be taken where a development clearly breaches the terms of a restrictive covenant. In such circumstances, it is almost always necessary to have the covenant released / relaxed through negotiation in advance of the development commencing as there will be a risk of the beneficiary of the covenant seeking injunctive relief, which could have serious implications on the viability of the development.
- 3.5.7 Should an actionable injury arise, then it is usual practice for the Developer to undertake, upon request, to meet the reasonable professional costs incurred by the neighbouring parties, regardless of whether a release of rights is agreed.

3.6 Mandatory Injunction Risk

- 3.6.1 There are recent precedents of mandatory injunctions having been granted and upheld, where the Courts have deemed that the Developer has stolen a march on proceedings through constructing a building knowing that it interferes with a right of light.
- 3.6.2 For a number of years, it has been the case that developers ought not to presume that they can buy off any rights of light. If the injured parties do not wish to engage on the point, then the Developer perhaps needs to look at alternative massing proposals, establishing unity of ownership, or considering rights of light insurance.
- 3.6.3 However, the Supreme Court, in their judgement in the legal nuisance case *Coventry v Lawrence & Others [2014]* appear to be encouraging the Lower Courts to genuinely exercise their discretion in determining whether to grant damages in lieu of an injunction, which is perhaps something they have not been doing in recent years.
- 3.6.4 There is recent evidence that Lower Court Judges have responded and a balanced and a more discretionary approach to determining remedy is now being adopted.
- 3.6.5 That said, Developers need to be aware that the prima facie remedy for the interference of a right of light remains an injunction and the burden lies with the Developer to prove that damages, in lieu of an injunction, is the appropriate remedy.
- 3.6.6 On this basis, the decision in *Coventry v Lawrence* is by no means a “green light” to developers to interfere with or ignore other people’s rights of light.

- 3.6.7 However, with the Courts now using their discretion to determine remedy, this has the potential, in certain circumstances, to reduce the risk of injunction. Certainly, a flexibility now exists in determining remedy that has been absent for a number of years.
- 3.6.8 Properties of residential use and occupation will continue to be given special consideration and remain of heightened sensitivity in the context of rights of light.
- 3.6.9 For commercial or non-domestic neighbouring properties, this new applied discretion may see the re-emergence of the principles arising from the High Court decision in *Midtown v CLRP Co [2005]* where an injunction was denied, notwithstanding significant light impact, and damages in lieu were awarded instead, because the injured parties (both Freehold and Leasehold) interest in the affected building was a financial one (which will be the case for most Landlords and Tenants of commercial property).

3.7 Rights of Light Reform

- 3.7.1 In December 2014, the Law Commission, following consultation, did publish recommended reform to rights of light law and practice, with the intention of simplifying the manner in which rights are acquired, and introducing a process / procedure to avoid the risk of injunction being used as negotiating leverage. Currently, there is no known timescale for the implementing of the recommended reforms.

4. Contractual Provisions / Restrictions

- 4.1.1 As set out above, a right of light position between parcels of land can be granted, extinguished, modified or regulated by covenants contained within Deeds, Agreements, Conveyances (and the like) that are registered against Title.
- 4.1.2 The effect of such covenants can vary. Rights of light can be created (express or implied grant). Certain covenants can prevent a right of light from being acquired under the Prescription Act 1832, as such rights are incapable of being acquired if light is enjoyed by written consent. Certain covenants can also prevent a parcel of land from being developed beyond a certain height or mass (restrictive covenant). It is, therefore, important that the Title Pack is reviewed in determining whether rights of light exist.
- 4.1.3 However, we have observed that there are references to “rights of light” on the title register of 63 Richmond Street, in the context of the following legal documents:
- An Agreement dated 15 August 1925 made between (1) John Hardacre Houseman & Others and (2) James Moston;
 - An Agreement dated 22 August 1925 made between (1) Herbert Oldham & Others and (2) James Moston;
 - An Agreement dated 22 August 1925 made between (1) John Hardacre Houseman & Others and (2) James Moston; and
 - An Agreement dated 25 February 1926 made between (1) The Burtonwood Brewery Company Limited and (2) James Moston.
- 4.1.4 We have been able to download a copy of each of these Agreements from the Land Registry. Whilst they do regulate the rights of light position between the open land part of the Site, it is not with any of the neighbouring buildings that we have identified of worthy of review as part of this Report in the context of the Proposed Development.
- 4.1.5 As a consequence, these rights of light regulating Agreements have no influence on the rights of light risk profile of the Proposed Development.
- 4.1.6 We have considered whether Prescription rights have been acquired on a neighbouring property-by-property basis in completing the Risk Profile Data Sheets at Appendix 3.

5. Technical Analysis

5.1 Assessment Methodology

- 5.1.1 A right of light is a right to a certain amount of light received through a window and distributed within a room / building, measured at an internal working plane.
- 5.1.2 For the purposes of this Report, we have referred to this certain amount of light as the extent to which a room is “adequately” or “well lit” or “lit for legal purposes”.
- 5.1.3 The technical analysis is the scientific measurement of the extent to which a room / building is currently lit for legal purposes and the impact that the Proposed Development will have on the continued sufficiency and distribution of that light.
- 5.1.4 The technical analysis is performed through building topographically accurate digital 3D massing simulations of the Site and its surroundings – both as existing and proposed.
- 5.1.5 Specialist computer software is then used to measure the impact that the Proposed Development will have on the distribution of light and this is best presented in the form of daylight distribution contour plots. Any movement between the “before” and “after” contours influences whether a loss of light results in the interference of rights.

5.2 Information Relied Upon

- 5.2.1 We have inspected the Site and walked its surroundings to identify the window provision of the neighbouring buildings that overlook the Site (to the extent that such windows are capable of being observed from the adjacent public highways).
- 5.2.2 To facilitate the running of the computerised technical analysis, we have constructed 3D massing models of the Site and its immediate surroundings, both in its existing configuration and as is proposed. In building the digital 3D massing models we have relied upon the following information, provided to us by others:
- A point cloud survey of the Site and surroundings by N D Oliver & Co;
 - A digital photogrammetric model of the Site and its surroundings by AccuCities; and
 - 2D drawings of the Proposed Development prepared by SHR: Studio.

- 5.2.3 We have researched the internet for sales and letting particulars for the neighbouring buildings, as well as reviewed Manchester City Council's Public Access Planning system, to try and understand the arrangement and use of the rooms behind the windows in the neighbouring buildings. Our findings have informed our 3D model.

5.3 Assumptions Made / Limitations

- 5.3.1 We have had to make certain assumptions in running the technical analysis.
- 5.3.2 The Point Cloud Survey was undertaken from pavement level only. As a consequence, it did not capture the full height of certain neighbouring buildings and in particular the new build residential dwelling houses known as 46-52 Richmond Street, and neighbouring commercial building known as 46 Canal Street. Our modelling of these neighbouring buildings is, therefore, partially supplemented by plans that we have downloaded from Manchester City Council's Planning public access portal under Application Reference Nos. 115894/FO/2017, 123009/JO/2019 and 130922/FO/2021.
- 5.3.3 The size and arrangement of the rooms behind the windows of the neighbouring buildings is an important influence on the internal distribution of light and whether a reduction in light results in the interference of any rights of light. On the basis that we have not currently had the opportunity of inspecting the neighbouring buildings, we have had to assume room arrangements and the assumptions we have made in this regard can be observed from the Light Distribution Contour Plans at Appendix 2.
- 5.3.4 As confirmed above, some of our assumptions have been informed by third party documents available from the internet and from Planning Applications available digitally via Manchester City Council's Public Access Planning system, as follows:
- 44 Canal Street – MCC Ref 118164/FO/2017
 - 46 Canal Street – MCC Ref 130922/FO/2021
 - 46-52 Richmond Street – MCC Refs 115894/FO/2017 & 123009/JO/2019
 - 58 Richmond Street – MCC Refs 121644/LO/2018
- 5.3.5 There are, however, certain neighbouring buildings for which no room arrangement information was found and for these we have assumed that each window serves its own 5m deep room or, where justified, the room is half of the neighbouring building's depth.

- 5.3.6 Further, the height between the internal floor level and the window cill in each room of the neighbouring buildings will influence the position of the working plane, which is the level at which the distribution of light is measured. As we have not inspected the neighbouring buildings, we have had to assume the position of the working plane.
- 5.3.7 On the basis that the neighbouring buildings have not been inspected, we have also had to make assumptions as to their use and function. Our assumptions are primarily influenced by observations made during our Site inspection. We have also identified the neighbouring buildings of residential use by reference to Valuation Office Agency records – neighbouring buildings with a Council Tax Band being of residential use.
- 5.3.8 This Risk Profile only appraises the impact that the massing of the Proposed Development will have on any rights of light enjoyed by those neighbouring buildings. It is not a cumulative impact assessment that acknowledges the massing of any other development proposed or anticipated in the vicinity of the Site.

5.4 Technical Analysis Results

- 5.4.1 The results of the technical analysis can be found at Appendix 2 below.
- 5.4.2 The impact that the Proposed Development will have on light levels is best demonstrated graphically on the daylight distribution contour plans, which are prepared for each of the neighbouring rooms served by a window overlooking the Site.
- 5.4.3 To explain these contours, the area of the room within the amber contour is the extent to which the room will remain adequately lit for legal purposes. The hatched area is the extent to which the Proposed Development will reduce light levels.
- 5.4.4 EFZ tables can also be found at Appendix 2 below, which confirm the extent to which the neighbouring rooms are and will be lit in percentage terms.

6. Rights of Light Risk Profile

6.1 Introduction

6.1.1 We have identified buildings around the Site that have windows that rely upon it for the supply of natural light, justifying the need for them to be rights of light appraised.

6.1.2 We have set out below, on a neighbouring property by property basis, our opinion on whether these neighbouring properties pose a right of light risk to the Proposed Development, based upon the results of the rights of light technical analysis.

6.2 Discounted Risk Properties

6.2.1 The following neighbouring buildings are discounted as right of light risks for the reasons set out on the Risk Profile Data Sheets at Appendix 3:

- 46 Canal Street, Manchester, M1 3WD

6.2.2 This building will experience no reduction in the extent to which it is well lit in legal terms.

6.3 Identified Risk Properties

6.3.1 The following neighbouring buildings are identified as a right of light risk for the reasons set out on the Risk Profile Data Sheets at Appendix 3:

- 58 Richmond Street, Manchester, M1 3WB
- 44 Canal Street, Manchester, M1 3WD
- Nos. 46-52 Richmond Street, Manchester, M1 3WB

6.3.2 The Proposed Development will have a generally small/modest light impact on rooms of these neighbouring buildings which, in the existing condition, are typically not well lit.

6.3.3 The risk associated with 46-52 Richmond Street is based on a cautious approach. The building is not old enough to have acquired Prescription rights, and the argument that it may benefit from transferred rights of light is not a strong one, given that the site of this neighbouring building had been vacant for between 70 and 100 years prior to its redevelopment. The possibility of transferred rights cannot, however be fully discounted.

6.3.4 At Section 7 of this Report, we have provided commentary on the options available to Eminence for removing / mitigating these identified risks.

7. Strategy / Managing the Risk

7.1 Introduction

7.1.1 We have advised that the Proposed Development will interfere with the rights of light of certain neighbouring properties. It is, therefore, necessary to take proactive steps to remove and manage the rights of light risk profile that we have established.

7.1.2 As communicated earlier in this Report, there are no prescribed set protocols or rigid strategies that must be adopted in dealing with a right of light issue.

7.1.3 There are options and they can be broadly categorised as follows:

- Redesign the Massing (so to reduce the impact);
- Extinguish Rights through Common Ownership;
- To override Rights through the use of Statutory Powers;
- The Registration of Light Obstruction Notices;
- Negotiate Releases; and
- Rights of Light Insurance.

7.1.4 All options set out above have their pros and cons. Some will fit better than others.

7.1.5 We have set out our initial thoughts on each option in turn below.

7.2 Redesign the Massing

7.2.1 It is possible for us to work out the extent to which the Proposed Development massing would need to be reduced, to design out the right of light risk identified.

7.2.2 In practical terms, however, it is not possible to design out the risk whilst developing the Site to the scale and massing envisaged, given both the proximity of the neighbouring buildings and that certain Site-facing rooms within each are not well lit in the existing condition. Any redevelopment of at least three storeys in height of on the open landpart of the Site will likely result in material measured reductions in legal light levels to Site facing / overlooking rooms of the neighbouring buildings.

7.3 Extinguish Rights through Common Ownership

- 7.3.1 No matter how old the neighbouring windows are or how long light has been enjoyed without interruption, a right of light is incapable of being acquired or enjoyed where the dominant land and servient lands are in common ownership.
- 7.3.2 To remove the risk by this means would require the acquisition of the Title Estate (both freehold and leasehold) in the neighbouring buildings that have been identified as right of light risks. This is unlikely to be commercially viable or wholesale achievable.

7.4 Light Obstruction Notices

- 7.4.1 We have provided commentary on these Notices at Section 3.3 of this Report.
- 7.4.2 The neighbouring buildings are assumed capable of acquiring rights over the Site by Prescription, and all of those identified as risks are either old enough to have done so, or potentially benefitting from transferred rights of light. On this basis, it is too late to serve Light Obstruction Notices to prevent the acquisition of rights.
- 7.4.3 Where neighbouring buildings currently enjoy rights over the Site, Light Obstruction Notices can be used tactically to force the issue of rights of light in negotiation, but this is not their designed purpose. There is a degree of risk associated with using these Notices in such a tactical fashion as, if the neighbouring owners are successful in challenging the Light Obstruction Notice and thus preserving the rights already acquired, then the owners may be less accommodating in any negotiations with the Developer that may need to be undertaken to secure the release of rights.
- 7.4.4 In our opinion, the service of Light Obstruction Notices on the neighbouring buildings, which are old enough to have already acquired rights over the Site, is more likely to bring the issue of rights of light to the forefront and precipitate claims, rather than make them go away, and on this basis is not recommended for this Proposed Development.

7.5 Statutory Powers to Override Easements

- 7.5.1 Section 237 of the Town & Country Planning Act 1990 provided Local Authorities with the statutory means of overriding easements and restrictive covenants, so long as certain parameters are satisfied, for the purpose of promoting the use and redevelopment of land burdened by them, subject to the payment of compensation.

- 7.5.2 The principal benefit of a “resolution” from a Local Authority to “appropriate” and make such statutory powers available for use, is that the risk of injunction preventing the easement or restrictive covenant from being interfered with, is effectively removed.
- 7.5.3 Such a resolution may also influence the compensation that may need to be paid to secure the release of rights – the removed threat of injunction potentially lessening the ransom premium that is increasingly a factor of rights of light negotiations in practice.
- 7.5.4 These provisions have now been repealed. New provisions have, however, been introduced (from 13 July 2016) under Section 203 of the Housing & Planning Act 2016.
- 7.5.5 From a practical perspective and in very general terms, these provisions achieve as much as the old provisions insofar as, in the context of rights of light, the ability to utilise these provisions continues to have the principal benefit described above.
- 7.5.6 However, these new 2016 powers do appear to be wider than the previous 237 powers, as they are no longer only available for the use of the Local Authority and their direct Successors in Title. The 2016 Act’s definition of a “Specified Authority” extends these powers for the use of statutory undertakers and a body established under an Act.
- 7.5.7 Manchester City Council do have a track record of engaging Section 203 of the Housing & Planning Act 2016 as a means of overcoming barriers to redevelopment. They have, in recent times, developed a “draft Protocol” for developers to work through before they apply to the Council for Appropriation. The draft Protocol does require developers to try and negotiate rights of light way before the Council will act in this regard.
- 7.5.8 However, on the basis that the Site is not currently owned by Manchester City Council it is improbable that these powers are or will be available for Eminence’s use to mitigate the rights of light impact of the Proposed Development. Further, in our opinion, the Proposed Development is not of a scale, or sufficiently in the public interest (in terms of economic, social and well-being benefit) for the Council to engage Section 203.

7.6 Rights of Light Insurance

- 7.6.1 There are currently a handful of UK underwriters offering rights of light insurance cover.
- 7.6.2 Not every site is insurable (and in this regard, it is not always an alternative to the negotiating of releases) and the premiums vary and will depend upon site specifics.

- 7.6.3 There are also strict policy conditions. That insurance cover is in place should never be disclosed to any third parties and no approaches should be made to any of the affected neighbouring parties to discuss the matter of rights of light.
- 7.6.4 On this basis, if insurance is the preferred option for mitigating / managing the right of light risk, then its availability needs to be investigated before any approach is made to any injured parties to negotiate rights of light releases or compensation packages.
- 7.6.5 It should be borne in mind that insurance does not remove the risk, it just makes a provision to settle claims should they ultimately be brought against a development.
- 7.6.6 If rights of light insurance is the preferred means of managing all or part of the identified risk, then Eminence should make timely enquiries via their insurance broker.

7.7 Negotiate Releases

- 7.7.1 It may be possible to remove the right of light risk through the negotiated release of rights, with the relevant interests in the affected neighbouring buildings, in exchange for compensation. This is always our preferred option for removing the risk.
- 7.7.2 In exchange for compensation, a Deed is entered into between the parties that releases rights of light to the extent required so that the Proposed Development can be constructed without risk. The Deed is usually then registered against Title.
- 7.7.3 Negotiations can take some time to conclude. The neighbour may be slow to engage and their idea of an appropriate level of compensation may differ to that of the Developer. It is not uncommon for negotiations to become protracted, usually by the neighbour, as a tactical means of trying to maximise the compensation payment. Accordingly, settlement discussions need to be commenced in good time.
- 7.7.4 The manner in which rights of light compensation is measured is arbitrary; there is no black and white or agreed fixed scale for the valuation of damages / compensation, although, there are several recognised methods of valuation / calculation.

- 7.7.5 The compensation to be paid should, as a minimum, cover the loss suffered by the injured party. This can be calculated by reference to a diminution in value of the affected property, or more commonly, by calculating the “book value”, which is achieved by multiplying the square foot loss of light against the value of light (usually a proportion of open market rent), multiplied by an appropriate market yield. This method of valuation is by and large intended to reflect the injured party’s loss in perpetuity.
- 7.7.6 The manner in which rights of light injuries are valued has also been considered by the Courts, who in awarding damages have typically acknowledged the benefit to the Developer in awarding damages, rather than granting an injunction.
- 7.7.7 In the case, *Carr-Saunders v Dick McNeil [1986]*, this was achieved through the Courts enhancing the book value (as described above) by a multiplier. In practice, multipliers are typically between 1.5 times and 5 times the book value, but greater multipliers can also be applied for very serious interferences, or because of commercial pressures.
- 7.7.8 Based on these “traditional” methods of compensation valuation, we have offered our opinion below on the property-by-property budgets that we recommend are allowed for in the development appraisal or budget to allow for the negotiation of releases, if that is ultimately determined as the appropriate and necessary means of removing the risk.
- 7.7.9 In establishing the following compensation budgets we have adopted light values of £4/sqft and yield figures of between 6% - 7% YP for neighbouring properties of commercial use. For properties of (current or anticipated future) residential use we have adopted light values of £5/sqft and yield figures of 5% - 6% YP.
- 7.7.10 There are no hard and fast rules for the choosing of an appropriate “Carr-Saunders” multiplier. We have used professional judgement, based on our experience.

Property	Book Value	Enhancements	Total
58 Richmond Street	£1.5k - £2k	General uplift	£5k - £10k
44 Canal Street	£3k - £3.5k	General uplift	£8k - £10k
Nos. 46-52 Richmond Street	£3.5k - £4.5k	x5	£20k - £25k

- 7.7.11 For those actionable impacts that have a low book value, we have imposed a “general uplift”. The compensation sum is probably more than the measured impact justifies, but there is a need to be mindful of the fact that a right of light settlement is a commercial negotiation and that compensation budget amounts to a sum of money that is sufficiently attractive to the injured parties to motivate them to signing up to a Deed of Release.
- 7.7.12 The x5 enhancement noted above for the various buildings reflects the presence of “front zone losses” to rooms and, where applicable, the heightened sensitivity associated with a residential use. Whilst this does not, in our opinion, automatically result in an elevated risk of injunction, it does strengthen the hand of the respective neighbouring property owners in any commercial negotiation for the release of rights.
- 7.7.13 We would recommend that a preliminary budget of up to **£45,000.00** , which excludes professional fees (Lawyers and Rights of Light Consultants), VAT, and the cost of registering any negotiated Deed, be set aside to negotiate the release of rights.

Development Gain

- 7.7.14 The notion of taking into account the benefit to the Developer was taken further (and unhelpfully so from the Developer’s perspective) in the case *Tamaraes (Vincent Square) v Fairpoint Properties (Vincent Square) Limited [2007]* where, the Courts awarded a proportion of the anticipated Developer’s profit in lieu of an injunction; a method of valuation that has become known in practice as “Development Gain”.
- 7.7.15 The Judge concluded that where an owner had a right to prevent the development, i.e., by injunction, a share of some part of the development profit was a normal expectation, but that the level of damages awarded must be fair and “feel right”, acknowledging the negotiating position of both parties insofar as the award of damages would feasibly be the outcome of a hypothetical negotiation between the parties had one taken place.
- 7.7.16 Development gain is the difference between the end value of the development proposed and the costs that need to be spent or incurred to achieve it. In apportioning the development gain, it is necessary to work out the extent to which a proposed development would need to be reduced in mass to remove the right of light risk.

- 7.7.17 On the basis that many of the rooms experiencing an actionable reduction in light are poorly lit in the existing condition, any increase in massing compared to the existing building would result in an interference with rights. On that basis, any 'Development Gain' cut back is likely to effectively be the difference between constructing the Proposed Development and not (as opposed to cutting it back).
- 7.7.18 A 'Development Gain' calculation has not been undertaken (it is beyond our current instructions). However, we recommend that a development gain appraisal is undertaken as a means of sanity checking the above compensation budget recommendation.

Appendix 1: Existing and Proposed Massing Images

Plan View
Existing Site



NOTES:
No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site, where discrepancy occurs between specification and drawings the supervising officer must be notified.

Analysis
Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)
Existing Model & Surrounding Model
Models derived from supplied 3d terrestrial laser scan survey pointcloud and Accuties.
Internal room layouts derived from plans as referenced below All other room information is from available scan data or assumed.
Supplemented with site photography, Bing maps and Google Streetmaps.
Proposed Model
7593-Richmond Street Concept model_rev1.dwg
Received 05.09.22
Room Layouts
58 Richmond Street:
BASEMENT AND GROUND FLOOR-1084776
FIRST AND SECOND FLOOR-1084775
THIRD AND FOURTH FLOOR-1084774
46-52 Richmond Street:
123009_JO 2019 - Plans & Elevs
44 Canal Street:
17-FLOOR_PLANS EXISTING -810782.pdf
46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend
 Existing
 Proposed
All heights in m AOD

REV:	NOTES:	DRWN:	DATE:



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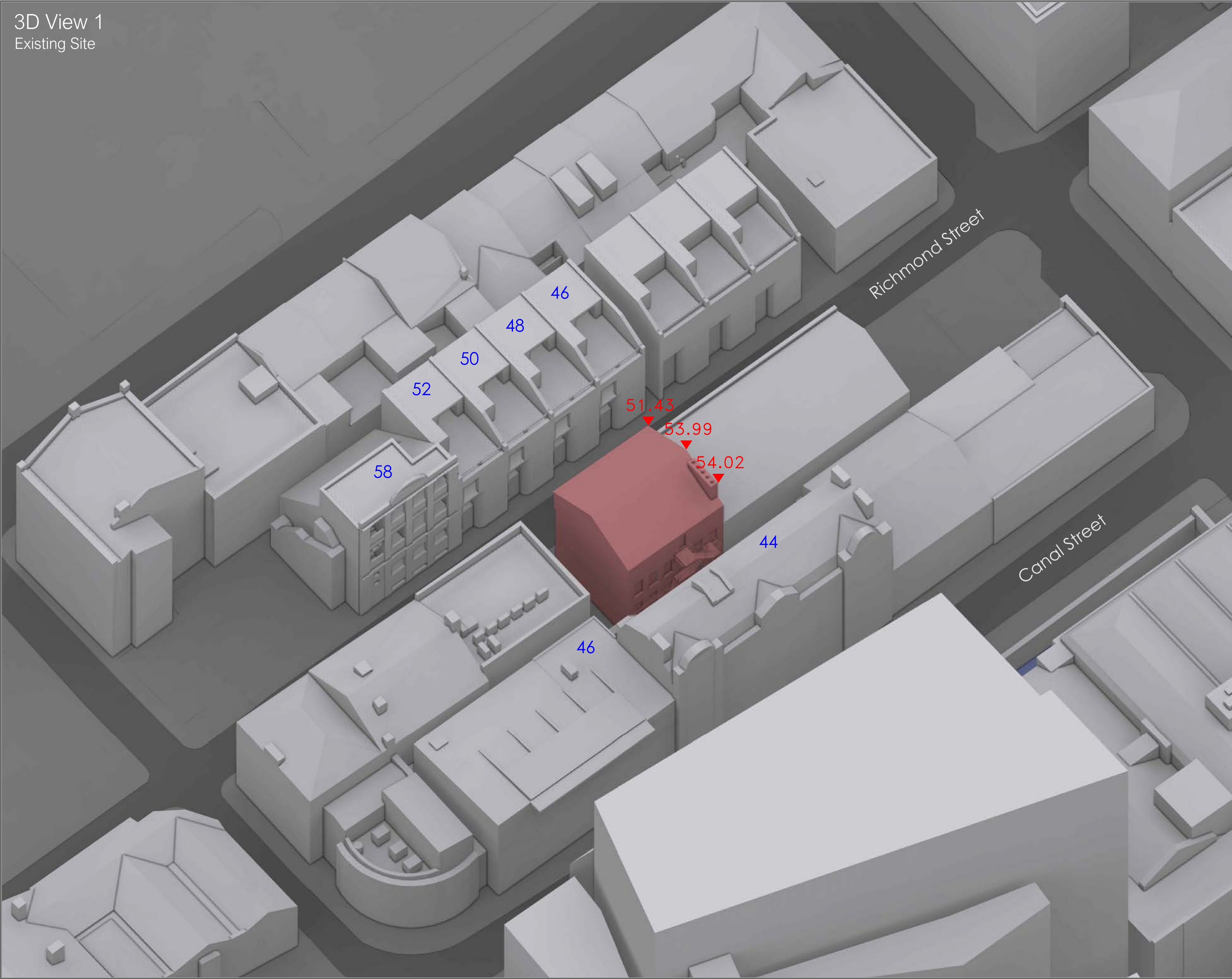
PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
Plan View
Existing Site

SCALE @ A2:	DATE:	DRAWN:	GSH
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DRAWING NUMBER:	REV:
3251_MA-01	.

3D View 1
Existing Site



NOTES:
No dimensions are to be scaled from this drawing.
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Analysis
Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)

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46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend

Existing
Proposed

All heights in m AOD

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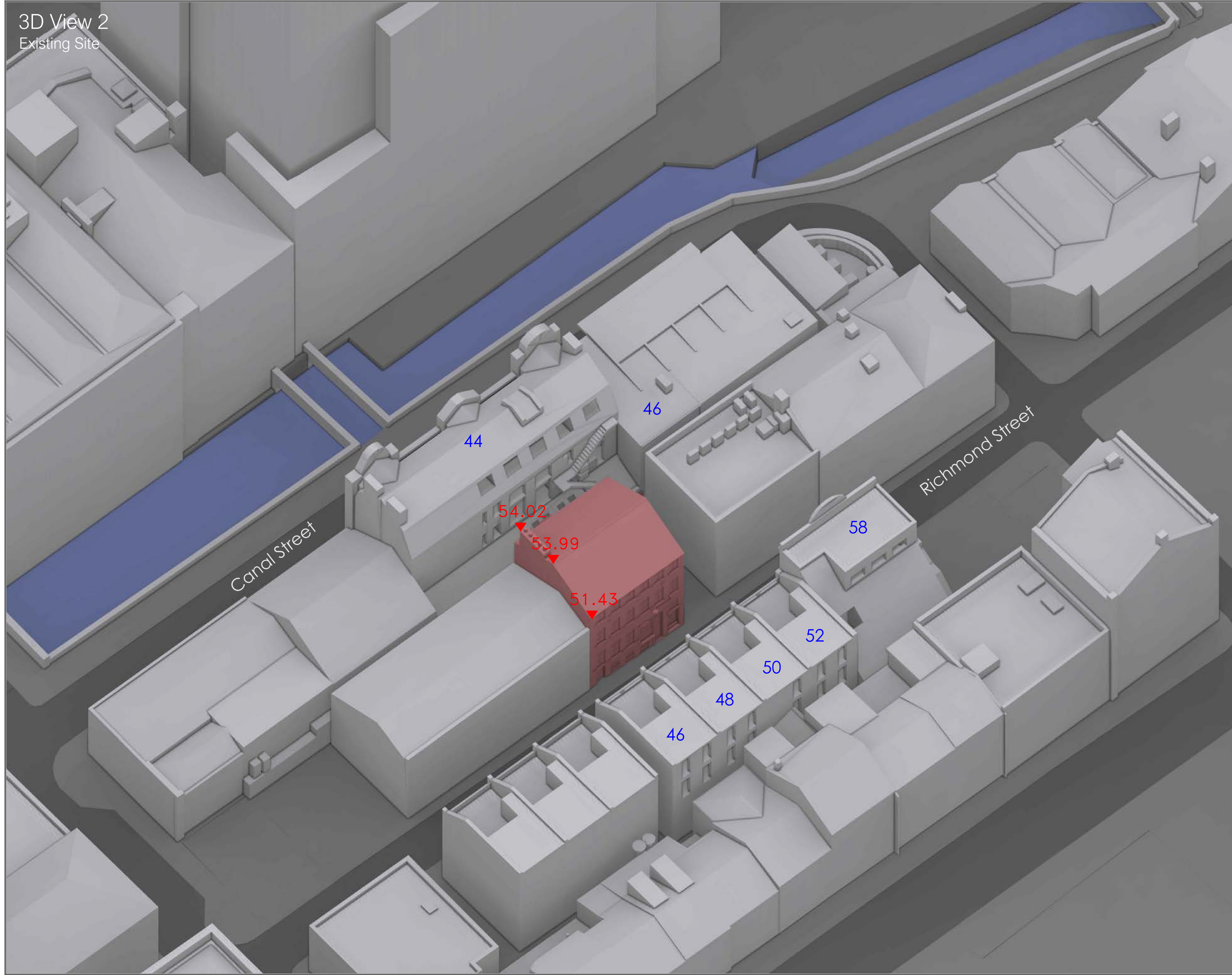
PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
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Existing Site

SCALE @ A2:	DATE:	DRAWN:	GSH
NTS	08.09.2022	CHECKED:	MBS

DRAWING NUMBER: 3251_MA-02	REV: .
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3D View 2
Existing Site



NOTES:
No dimensions are to be scaled from this drawing.
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discrepancy occurs between specification and
drawings the supervising officer must be notified.

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Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)
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17-FLOOR_PLANS EXISTING -810782.pdf
46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend
 Existing
 Proposed
All heights in m AOD

REV:	NOTES:	DRWN:	DATE:



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PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
3d View 2
Existing Site

SCALE @ A2:	DATE:	DRAWN:	GSH
NTS	08.09.2022	CHECKED:	MBS

DRAWING NUMBER:	REV:
3251_MA-03	.

Plan View
Proposed Scheme



NOTES:
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Analysis
Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)

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Received 05.09.22

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THIRD AND FOURTH FLOOR-1084774
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123009_JO 2019 - Plans & Elevs
44 Canal Street:
17 FLOOR PLANS EXISTING -810782.pdf
46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend

Existing

Proposed

All heights in m AOD

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PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
Plan View
Proposed Scheme

SCALE @ A2:	DATE:	DRAWN:	GSH
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DRAWING NUMBER: 3251_MA-04	REV: .
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3D View 1
Proposed Scheme



NOTES:

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Analysis

Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)

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Massing Legend

Existing
Proposed

All heights in m AOD

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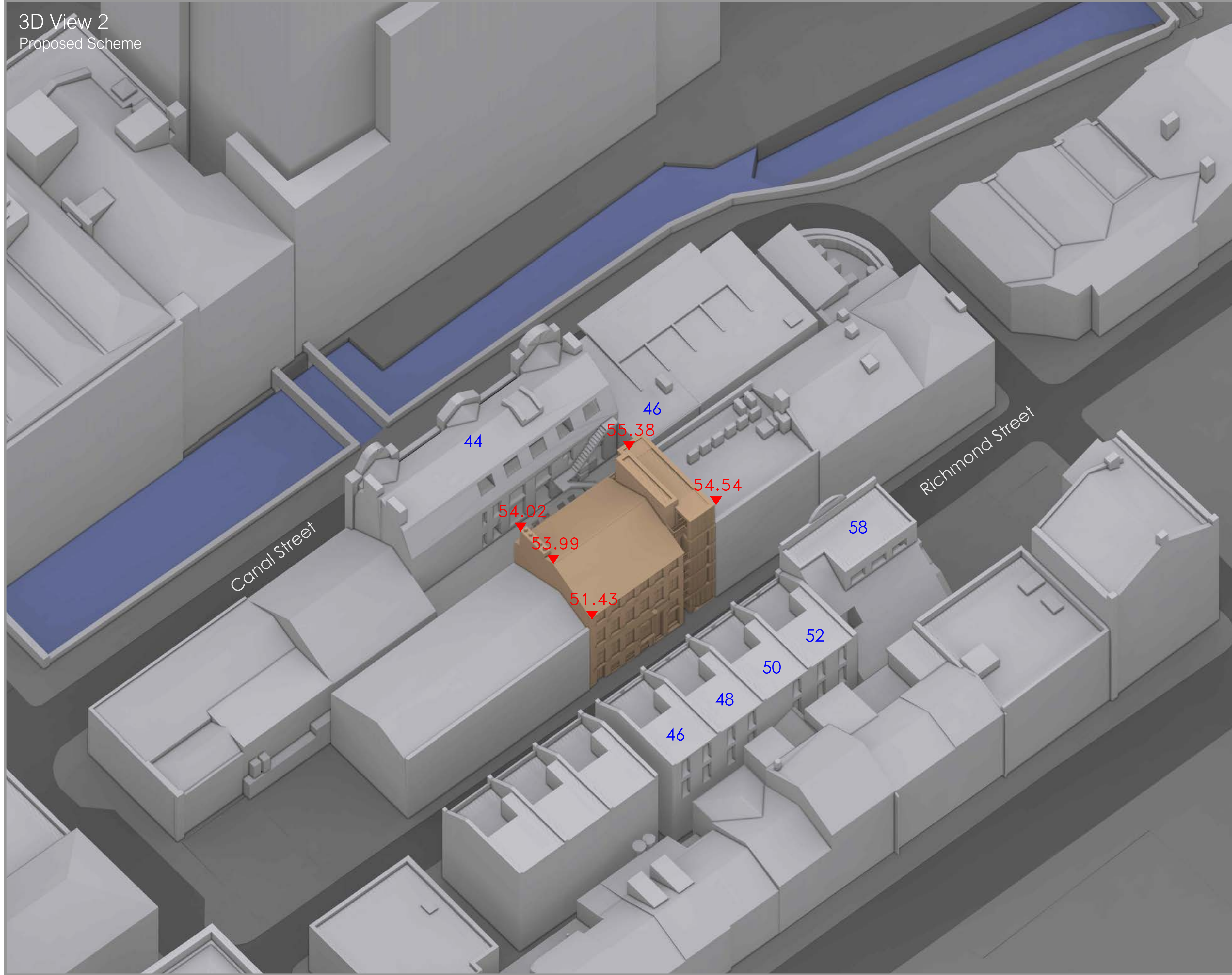
PROJECT:
Richmond Street
Manchester

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Proposed Scheme

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NTS	08.09.2022	CHECKED:	MBS

DRAWING NUMBER:	REV:
3251_MA-05	.

3D View 2
Proposed Scheme



NOTES:
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Massing Legend

Existing

Proposed

All heights in m AOD

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PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
3d View 2
Proposed Scheme

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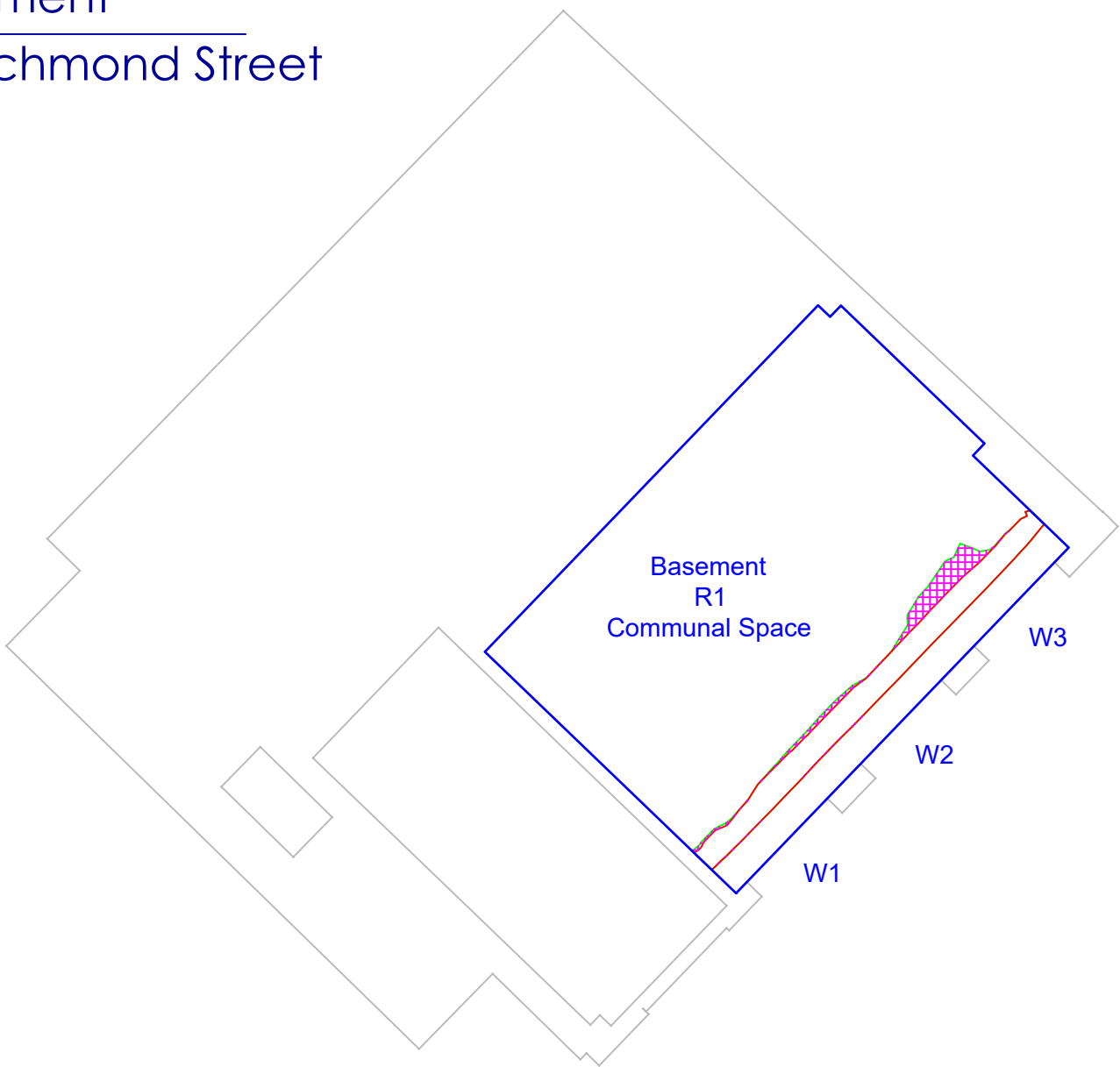
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Appendix 2: Technical Analysis Results

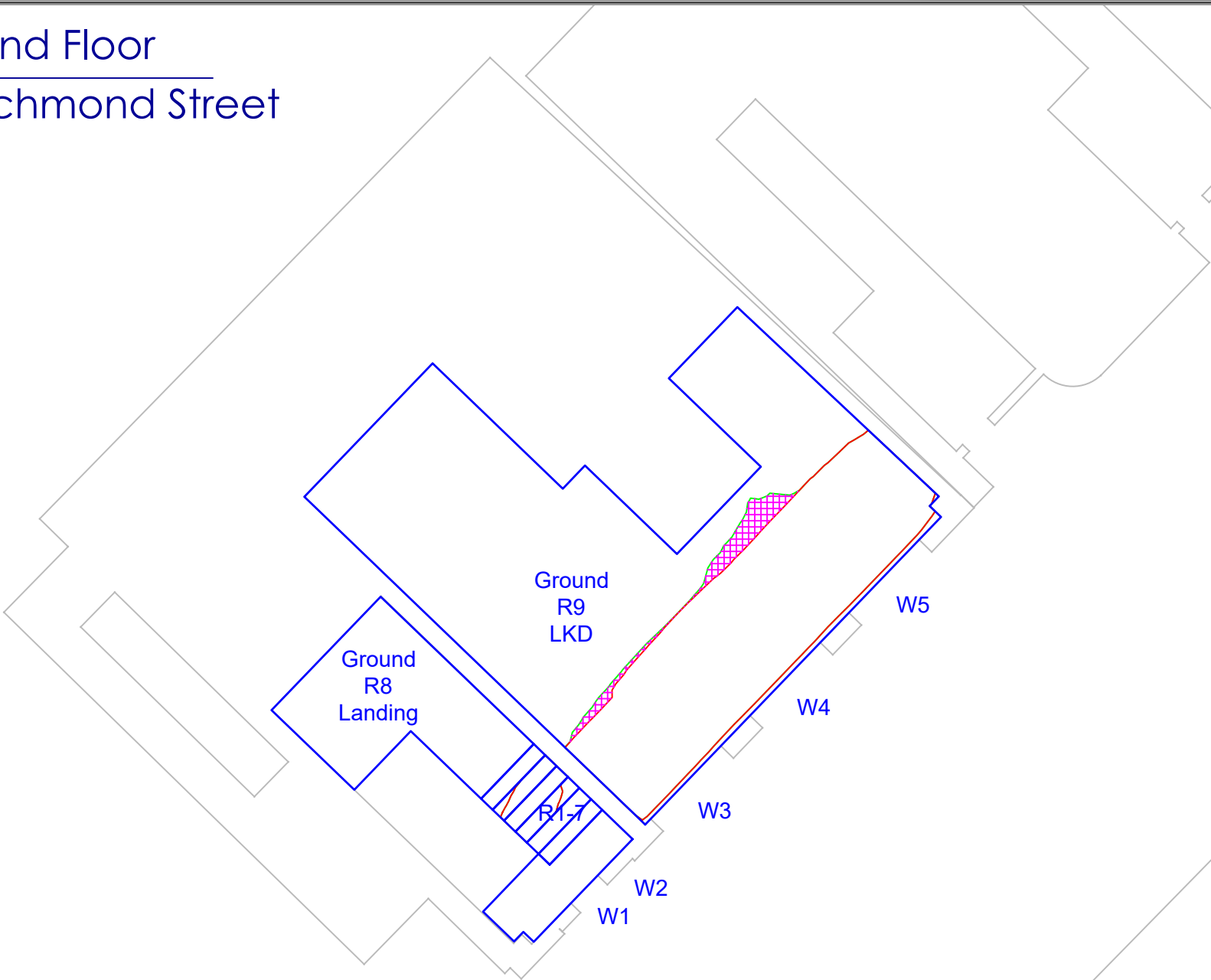
Floor Ref.	Room Ref.	Property Type	Room Use.	Room Area	Lit Area Existing	% of Room Existing	Lit Area Proposed	% of Room Proposed	Total Area Lost	Front Loss	First Loss	Second Loss	MKWT Loss	EFZ m²	EFZ Sq Ft	
58 Richmond Street																
Basement	R1	Residential	Unal Occupied	Area Sq Ft	337.36	28.61	8%	23.42	7%	5.19	5.19	0.00	0.00	0.72	7.78	
Ground	R1	Residential	Hallway	Area Sq Ft	19.74	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R2	Residential	Stair Tread	Area Sq Ft	3.03	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R3	Residential	Stair Tread	Area Sq Ft	3.22	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R4	Residential	Stair Tread	Area Sq Ft	3.11	2.31	74%	2.31	74%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R5	Residential	Stair Tread	Area Sq Ft	3.11	3.11	100%	3.11	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R6	Residential	Stair Tread	Area Sq Ft	3.11	2.61	84%	2.61	84%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R7	Residential	Stair Tread	Area Sq Ft	3.14	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R8	Residential	Landing	Area Sq Ft	66.15	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	
Ground	R9	Residential	LKD	Area Sq Ft	378.87	137.18	36%	129.61	34%	7.57	0.00	7.57	0.00	0.70	7.57	
First	R1	Residential	Stair Tread	Area Sq Ft	2.98	0.82	27%	0.82	27%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R2	Residential	Stair Tread	Area Sq Ft	2.98	0.97	32%	0.97	32%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R3	Residential	Stair Tread	Area Sq Ft	3.01	1.22	40%	1.22	40%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R4	Residential	Stair Tread	Area Sq Ft	2.98	1.21	41%	1.21	41%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R5	Residential	Stair Tread	Area Sq Ft	2.98	1.45	49%	1.45	49%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R6	Residential	Stair Tread	Area Sq Ft	2.98	1.68	56%	1.68	56%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R7	Residential	Stair Tread	Area Sq Ft	2.96	1.87	63%	1.87	63%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R8	Residential	Stair Tread	Area Sq Ft	2.97	1.97	66%	1.97	66%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R9	Residential	Stair Tread	Area Sq Ft	2.97	2.09	70%	2.09	70%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R10	Residential	Stair Tread	Area Sq Ft	2.98	2.22	74%	2.22	74%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R11	Residential	Stair Tread	Area Sq Ft	4.68	3.80	81%	3.80	81%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R12	Residential	Stair Tread	Area Sq Ft	4.50	2.12	47%	2.10	47%	0.02	0.00	0.02	0.00	0.00	0.02	
First	R13	Residential	Stair Tread	Area Sq Ft	5.28	4.08	77%	4.06	77%	0.02	0.00	0.00	0.00	0.02	0.00	
First	R14	Residential	Stair Tread	Area Sq Ft	4.25	4.09	96%	4.09	96%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R15	Residential	Stair Tread	Area Sq Ft	8.22	6.57	80%	6.57	80%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R16	Residential	Stair Tread	Area Sq Ft	5.20	5.20	100%	5.20	100%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R17	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R18	Residential	Stair Tread	Area Sq Ft	3.04	3.04	100%	3.04	100%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R19	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R20	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R21	Residential	Stair Tread	Area Sq Ft	45.98	19.55	43%	19.55	43%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R22	Residential	Bedroom	Area Sq Ft	81.06	76.32	94%	76.32	94%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R23	Residential	LKD	Area Sq Ft	405.44	339.16	84%	318.37	79%	20.80	0.00	0.00	0.00	20.80	0.48	5.20
Second	R1	Residential	Stair Tread	Area Sq Ft	2.98	1.47	49%	1.47	49%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R2	Residential	Stair Tread	Area Sq Ft	2.98	1.53	51%	1.53	51%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R3	Residential	Stair Tread	Area Sq Ft	3.01	1.68	56%	1.68	56%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R4	Residential	Stair Tread	Area Sq Ft	2.98	1.76	59%	1.76	59%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R5	Residential	Stair Tread	Area Sq Ft	2.98	1.86	62%	1.86	62%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R6	Residential	Stair Tread	Area Sq Ft	2.98	1.92	65%	1.92	65%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R7	Residential	Stair Tread	Area Sq Ft	2.96	1.96	66%	1.96	66%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R8	Residential	Stair Tread	Area Sq Ft	2.97	2.08	70%	2.08	70%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R9	Residential	Stair Tread	Area Sq Ft	2.97	2.20	74%	2.20	74%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R10	Residential	Stair Tread	Area Sq Ft	2.98	2.21	74%	2.21	74%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R11	Residential	Stair Tread	Area Sq Ft	4.68	3.62	77%	3.62	77%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R12	Residential	Stair Tread	Area Sq Ft	4.50	3.15	70%	3.15	70%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R13	Residential	Stair Tread	Area Sq Ft	5.28	5.20	98%	5.20	98%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R14	Residential	Stair Tread	Area Sq Ft	4.25	4.25	100%	4.25	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R15	Residential	Stair Tread	Area Sq Ft	8.22	8.17	99%	8.17	99%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R16	Residential	Stair Tread	Area Sq Ft	5.20	5.20	100%	5.20	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R17	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R18	Residential	Stair Tread	Area Sq Ft	3.04	3.04	100%	3.04	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R19	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R20	Residential	Stair Tread	Area Sq Ft	3.06	3.06	100%	3.06	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R21	Residential	Stair Tread	Area Sq Ft	18.59	16.21	87%	16.21	87%	0.00	0.00	0.00	0.00	0.00	0.00	
Second	R22	Residential	Unknown	Area Sq Ft	287.63	286.21	100%	286.20	100%	0.01	0.00	0.00	0.00	0.01	0.00	0.00
Total EFZ														1.91	20.58	
52 Richmond Street																
Ground	R1	Residential	Hallway	Area Sq Ft	82.29	15.26	19%	11.53	14%	3.73	3.73	0.00	0.00	0.52	5.60	
First	R1	Residential	Bedroom	Area Sq Ft	122.33	32.65	27%	22.88	19%	9.78	7.71	2.07	0.00	1.27	13.63	
Second	R1	Residential	LKD	Area Sq Ft	386.03	224.61	58%	213.60	55%	11.01	0.00	0.00	0.00	0.26	2.75	
Third	R1	Residential	Living Room	Area Sq Ft	173.65	172.95	100%	172.95	100%	0.00	0.00	0.00	0.00	0.00	0.00	
Total EFZ														2.04	21.98	
50 Richmond Street																
Ground	R1	Residential	Hallway	Area Sq Ft	82.29	14.33	17%	9.57	12%	4.76	4.76	0.00	0.00	0.66	7.13	
First	R1	Residential	Bedroom	Area Sq Ft	123.25	23.20	19%	21.91	18%	1.29	1.29	0.00	0.00	0.18	1.94	
Second	R1	Residential	LKD	Area Sq Ft	386.03	136.12	35%	135.28	35%	0.84	0.00	0.84	0.00	0.08	0.84	
Third	R1	Residential	Living Room	Area Sq Ft	173.65	158.73	91%	158.73	91%	0.00	0.00	0.00	0.00	0.00	0.00	
Total EFZ														0.92	9.91	
48 Richmond Street																
Ground	R1	Residential	Hallway	Area Sq Ft	82.29	10.92	13%	10.85	13%	0.07	0.07	0.00	0.00	0.01	0.10	
First	R1	Residential	Bedroom	Area Sq Ft	123.59	27.30	22%	23.65	19%	3.65	3.65	0.00	0.00	0.51	5.48	
Second	R1	Residential	LKD	Area Sq Ft	386.03	217.02	56%	208.26	54%	8.76	0.00	0.00	0.00	8.76	0.20	2.19
Third	R1	Residential	Living Room	Area Sq Ft	173.65	172.95	100%	172.95	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total EFZ														0.72	7.77	
46 Richmond Street																
Ground	R1	Residential	Hallway	Area Sq Ft	82.29	13.12	16%	13.12	16%	0.00	0.00	0.00	0.00	0.00	0.00	
First	R1	Residential	Bedroom	Area Sq Ft	123.62	37.03	30%	36.21	29%	0.82	0.00	0.82	0.00	0.08	0.82	
Second	R1	Residential	LKD	Area Sq Ft	386.03	265.57	69%	258.44	67%	7.13	0.00	0.00	0.00	7.13	0.17	1.78
Third	R1	Residential	Living Room	Area Sq Ft	173.65	173.18	100%	173.18	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total EFZ														0.24	2.60	

Floor Ref.	Room Ref.	Property Type	Room Use.	Room Area	Lit Area Existing	% of Room Existing	Lit Area Proposed	% of Room Proposed	Total Area Lost	Front Loss	First Loss	Second Loss	MKWT Loss	EFZ m²	EFZ Sq Ft
44 Canal Street															
Ground	R1	Commercial	Unknown	Area Sq Ft	219.15	128.22	59%	128.22	59%	0.00	0.00	0.00	0.00	0.00	0.00
First	R1	Commercial	Dining Room	Area Sq Ft	104.41	61.63	59%	61.34	59%	0.29	0.00	0.00	0.00	0.29	0.01
First	R2	Commercial	Dining Room	Area Sq Ft	187.54	144.59	77%	137.98	74%	6.61	0.00	0.00	0.00	6.61	0.15
First	R3	Commercial	Dining Room	Area Sq Ft	222.50	191.20	86%	106.58	48%	84.62	0.00	4.67	79.95	0.00	4.15
Second	R1	Residential	Kitchen	Area Sq Ft	287.73	285.00	99%	284.99	99%	0.01	0.00	0.00	0.00	0.01	0.00
Second	R2	Residential	Storage	Area Sq Ft	72.67	70.37	97%	67.47	93%	2.90	0.00	0.00	0.00	2.90	0.07
Second	R3	Residential	Kitchen	Area Sq Ft	104.86	103.05	98%	90.04	86%	13.01	0.00	0.00	0.00	13.01	0.30
Third	R1	Residential	Bathroom	Area Sq Ft	74.61	72.41	97%	72.41	97%	0.00	0.00	0.00	0.00	0.00	0.00
Third	R2	Residential	Landing	Area Sq Ft	165.50	159.07	96%	159.07	96%	0.00	0.00	0.00	0.00	0.00	0.00
Third	R3	Residential	Bedroom	Area Sq Ft	104.17	99.08	95%	99.08	95%	0.00	0.00	0.00	0.00	0.00	0.00
Total EFZ														4.68	50.35
46 Canal Street															
Ground	R1	Commercial	Storage	Area Sq Ft	35.55	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00
Ground	R2	Commercial	Storage	Area Sq Ft	6.74	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00
Total EFZ														0.00	0.00

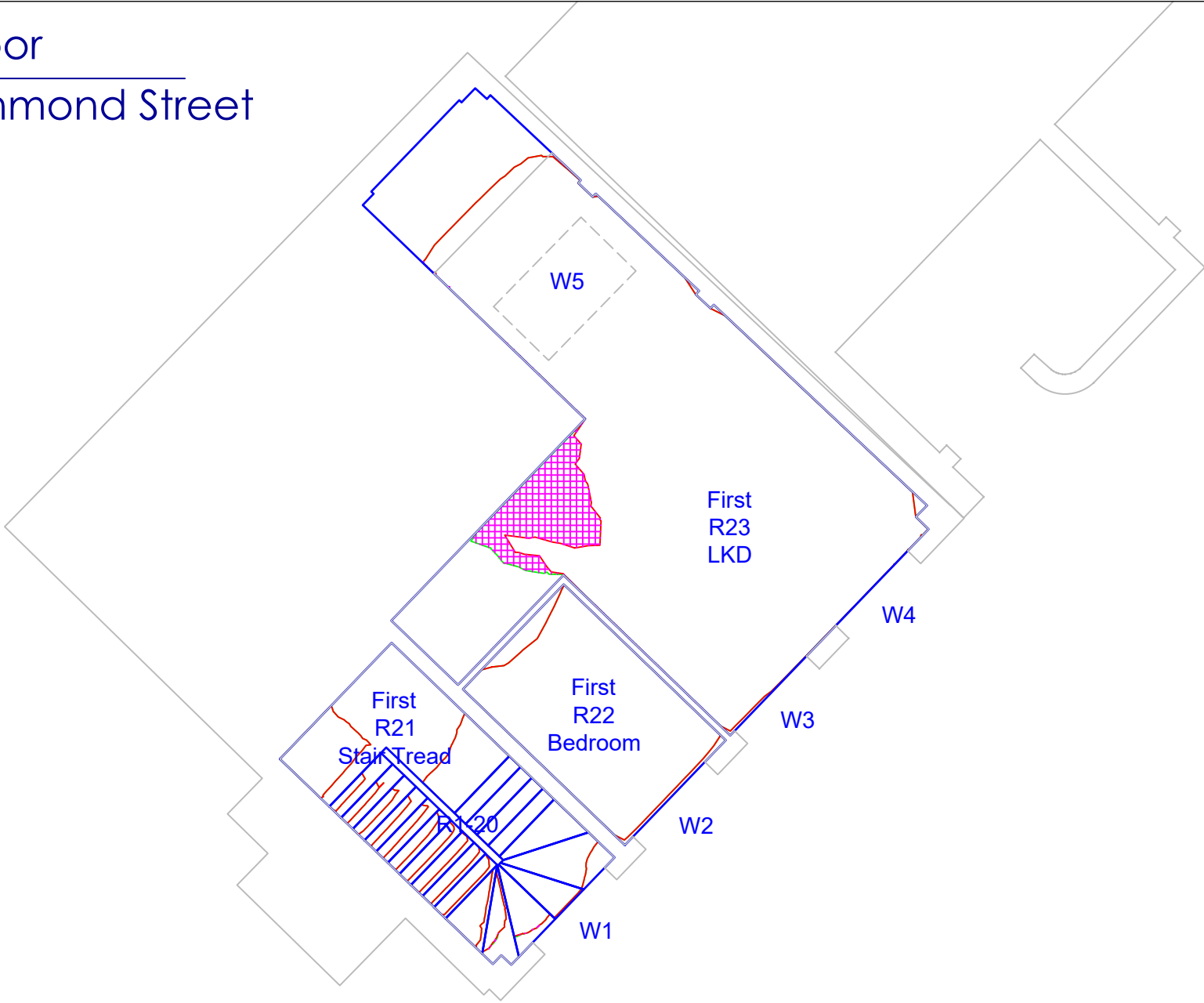
Basement
58 Richmond Street



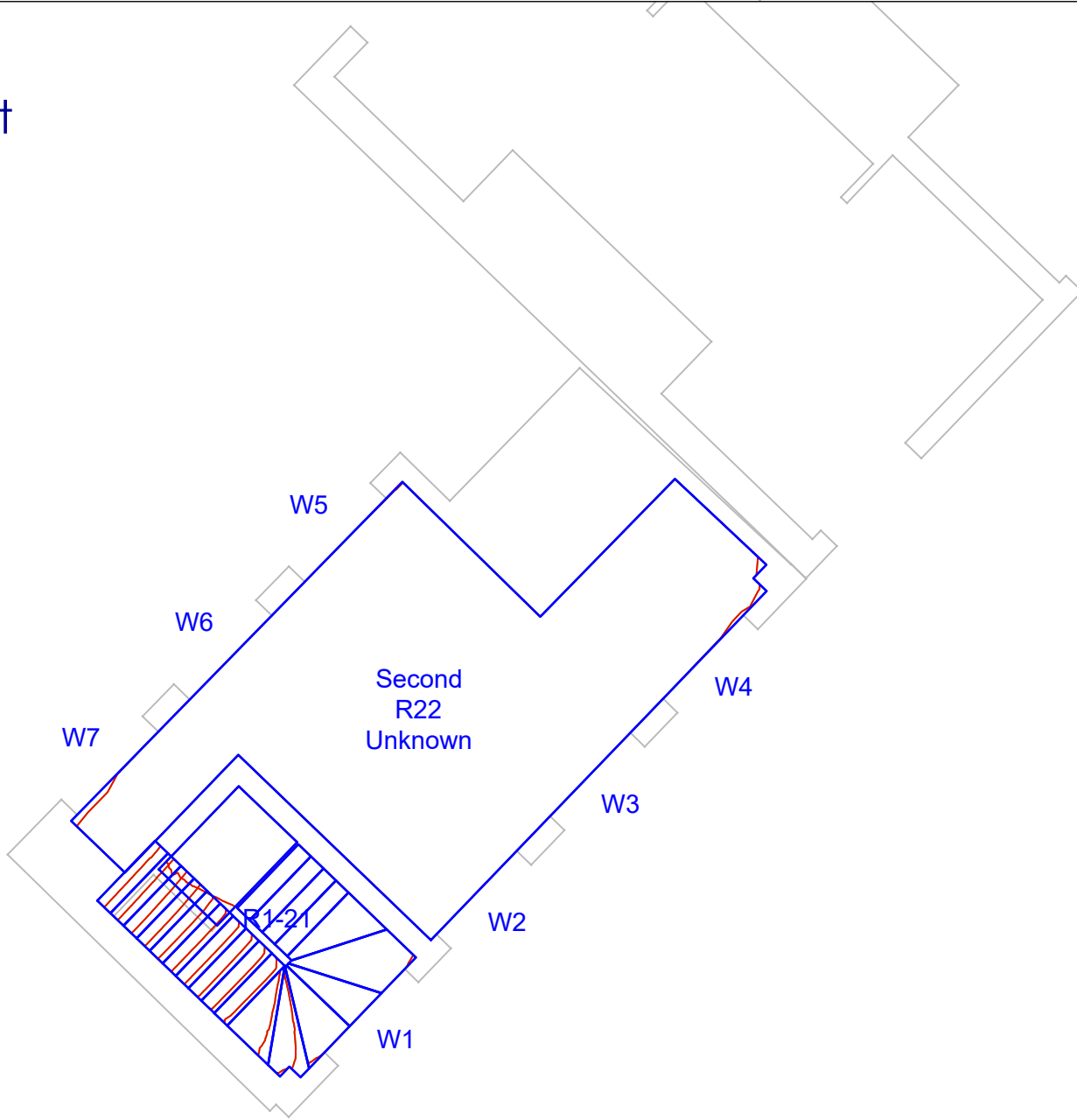
Ground Floor
58 Richmond Street



First Floor
58 Richmond Street



Second Floor
58 Richmond Street



NOTES:

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site, where discrepancy occurs between specification and drawings the supervising officer must be notified.

Analysis

Produced using Waldram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)

Existing Model & Surrounding Model

Models derived from supplied 3d terrestrial laser scan survey pointcloud and Accuties.

Internal room layouts derived from plans as referenced below All other room information is from available scan data or assumed.

Supplemented with site photography, Bing maps and Google Streetmaps.

Proposed Model

7593-Richmond Street Concept model_rev1.dwg
Received 05.09.22

Room Layouts

58 Richmond Street:
BASEMENT AND GROUND FLOOR-1084776
FIRST AND SECOND FLOOR-1084775
THIRD AND FOURTH FLOOR-1084774
46-52 Richmond Street:
123009_JO 2019 - Plans & Elevs
44 Canal Street:
123009_JO 2019 - Plans & Elevs
46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend

Existing
Proposed

All heights in m AOD

ROL Legend

Room Area (Measured Layout)
Existing Lit Area 0.2% Line
Proposed Lit Area 0.2% Line
Area of Loss/Gain

REV:	NOTES:	DRWN:	DATE:

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CLIENT:
Eminence Development Ltd

PROJECT:
Richmond Street
Manchester

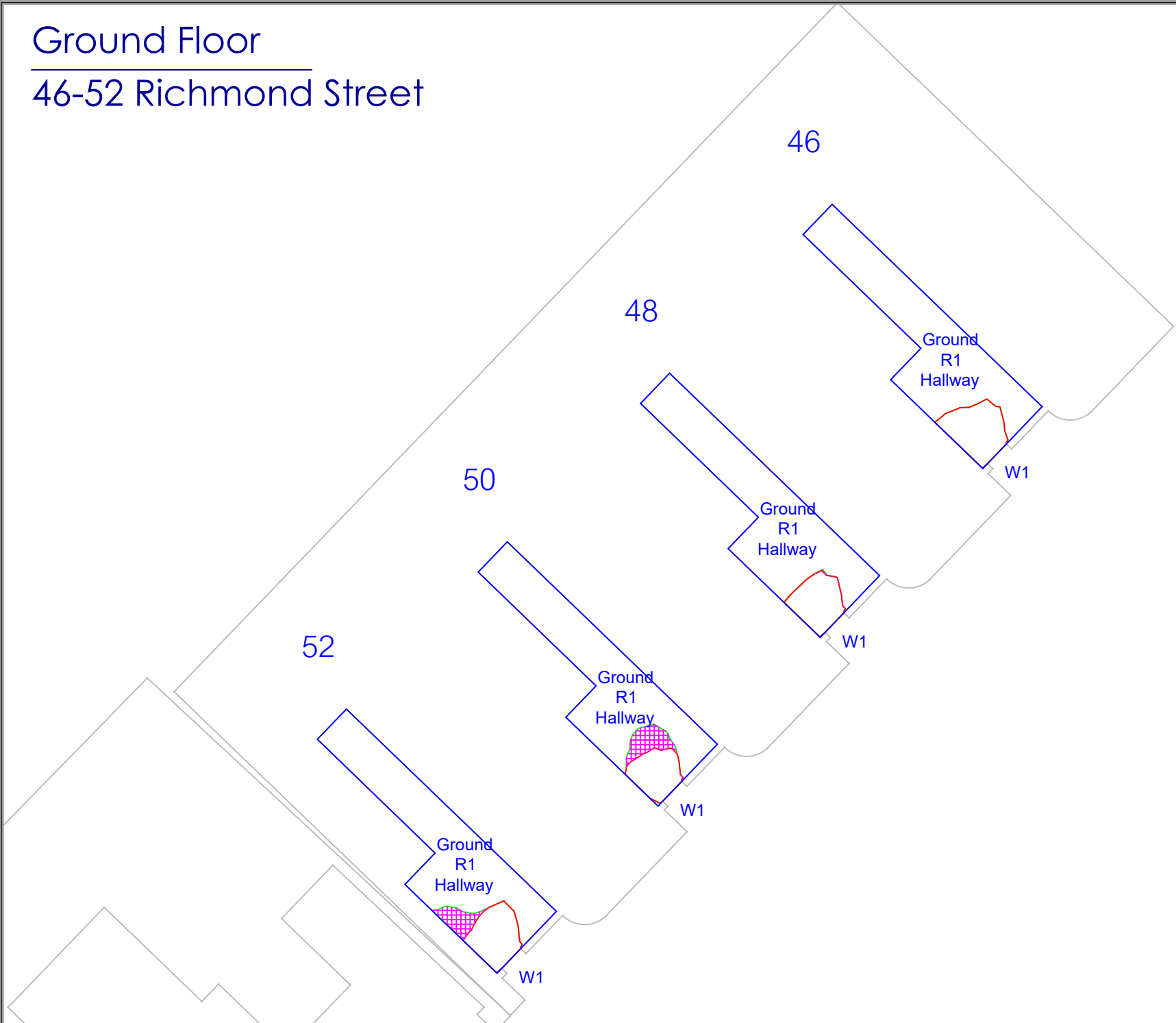
DRAWING TITLE:
Contour Plots
Rights of Light

SCALE @ A2:	DATE:	DRAWN:	GSH
1:50	08.09.2022	CHECKED:	MBS

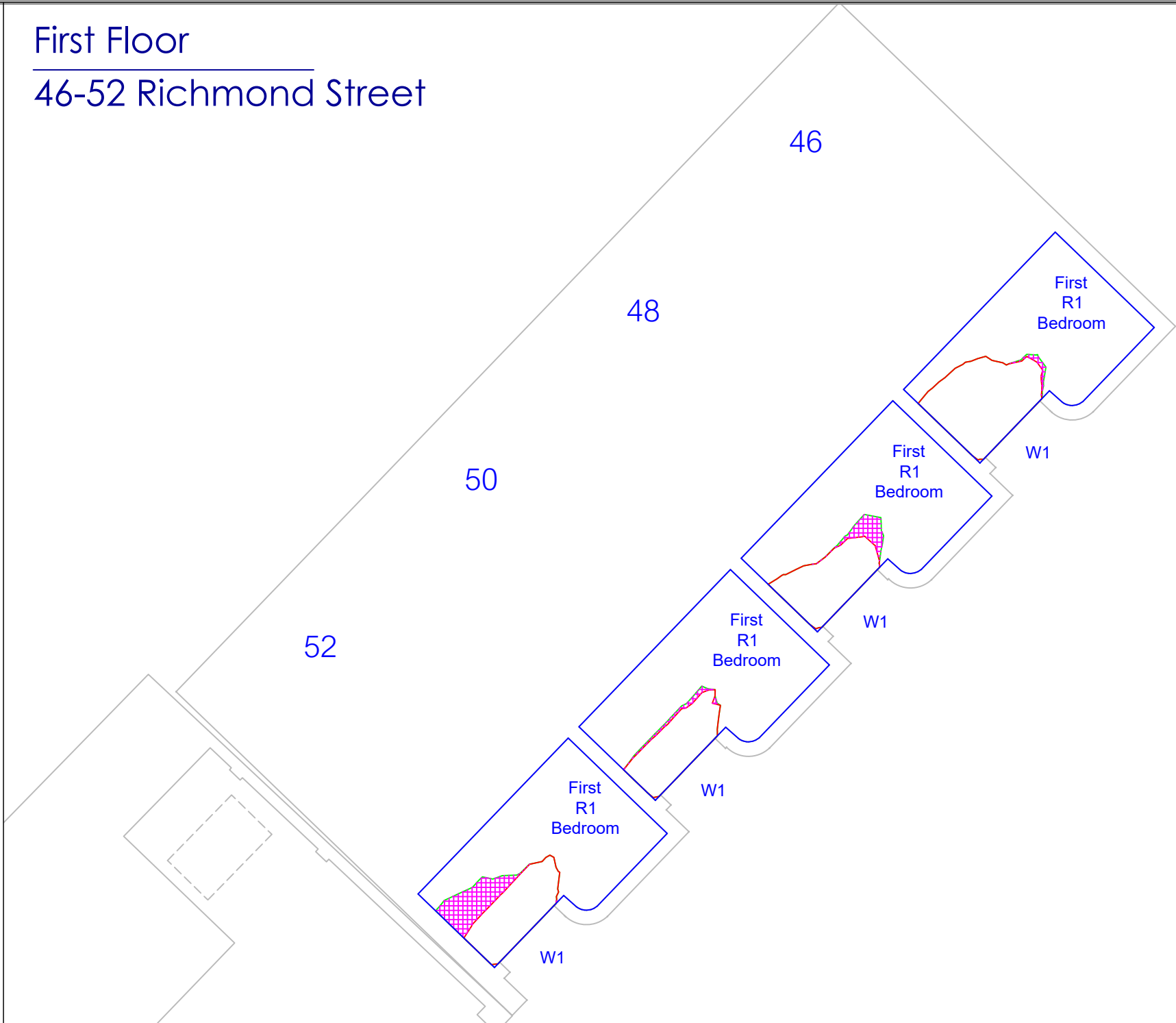
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3251_MA-07	.



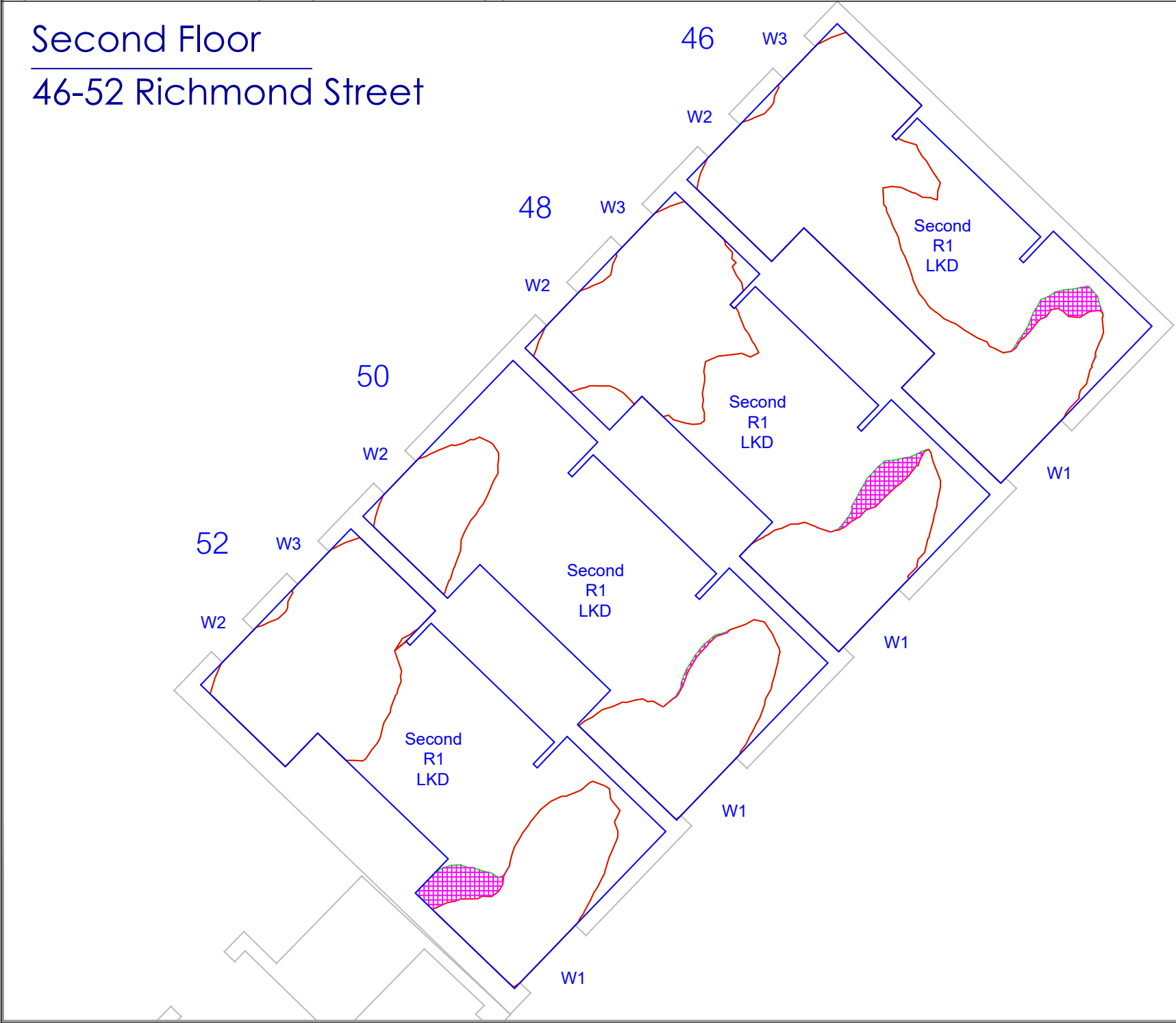
Ground Floor
46-52 Richmond Street



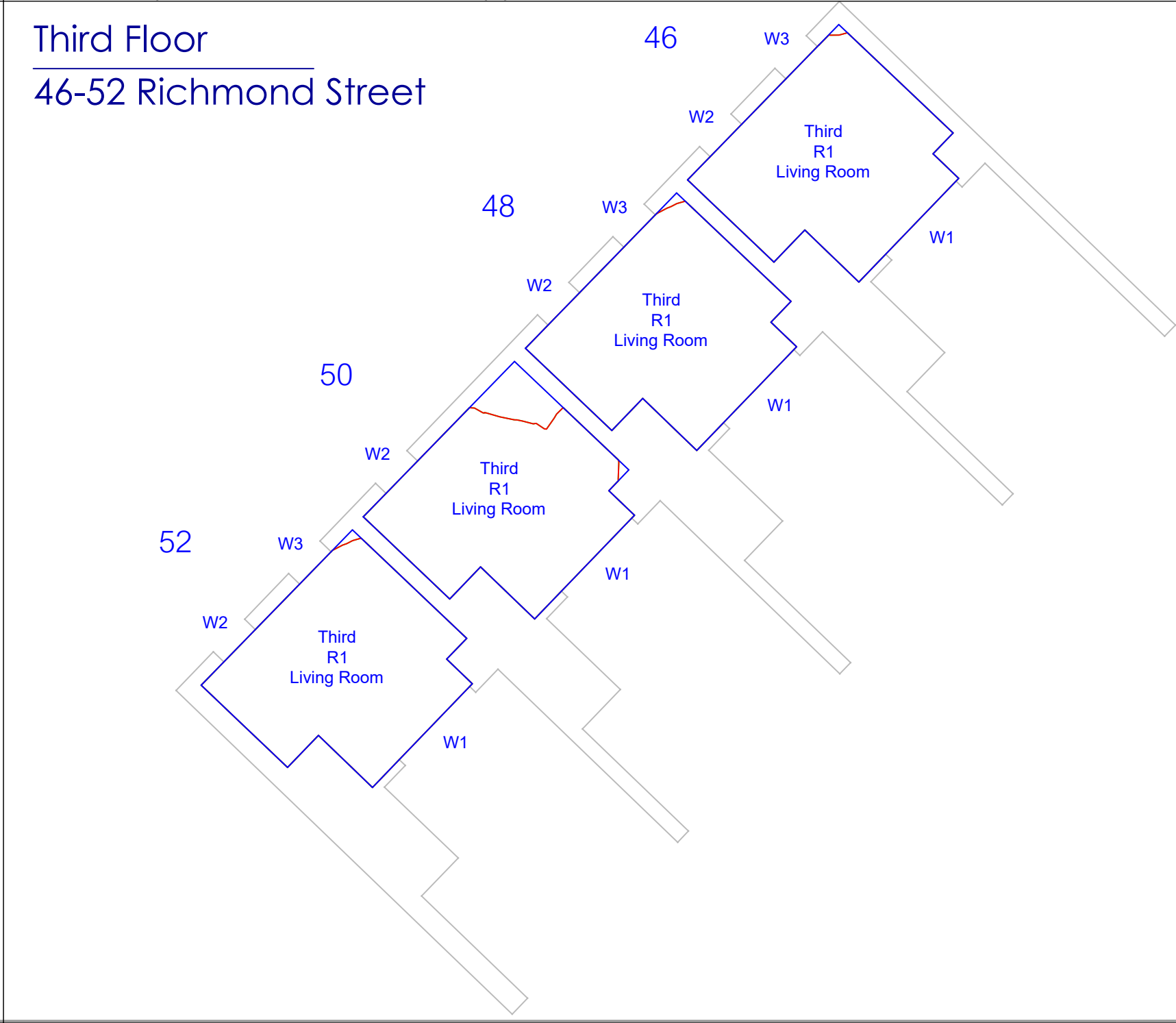
First Floor
46-52 Richmond Street



Second Floor
46-52 Richmond Street



Third Floor
46-52 Richmond Street



NOTES:
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Analysis
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MBS Survey Software Ltd (www.mbs-software.co.uk)
Existing Model & Surrounding Model
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Supplemented with site photography, Bing maps and Google Streetmaps.
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7593-Richmond Street Concept model_rev1.dwg
Received 05.09.22
Room Layouts
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THIRD AND FOURTH FLOOR-1084774
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123009_J0 2019 - Plans & Elevs
44 Canal Street:
123009_J0 2019 - Plans & Elevs
46 Canal Street:
130922_F0_2021-GF_PLAN-1767660

Massing Legend
 Existing
 Proposed
All heights in m AOD

ROL Legend
 Room Area (Measured Layout)
 Existing Lit Area 0.2% Line
 Proposed Lit Area 0.2% Line
 Area of Loss/Gain

REV:	NOTES:	DRWN:	DATE:



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CLIENT:
Eminence Development Ltd

PROJECT:
Richmond Street
Manchester

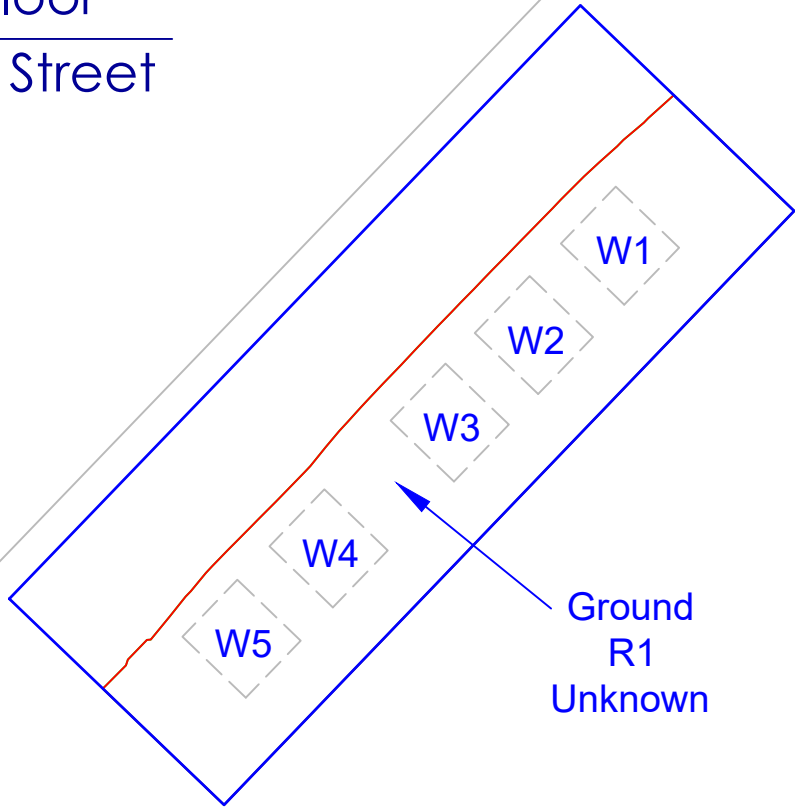
DRAWING TITLE:
Contour Plots
Rights of Light

SCALE @ A2:	DATE:	DRAWN:	GSH
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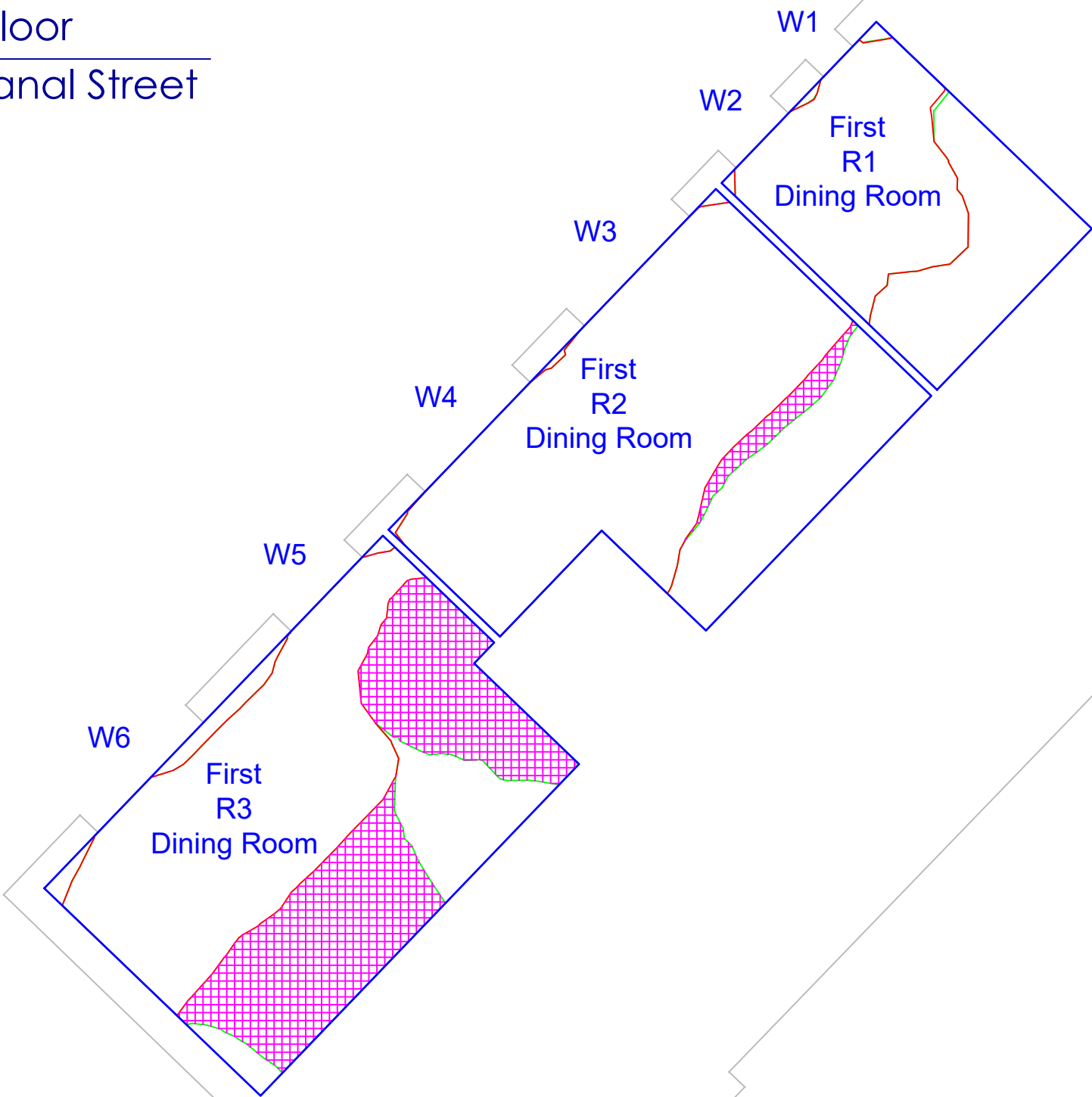
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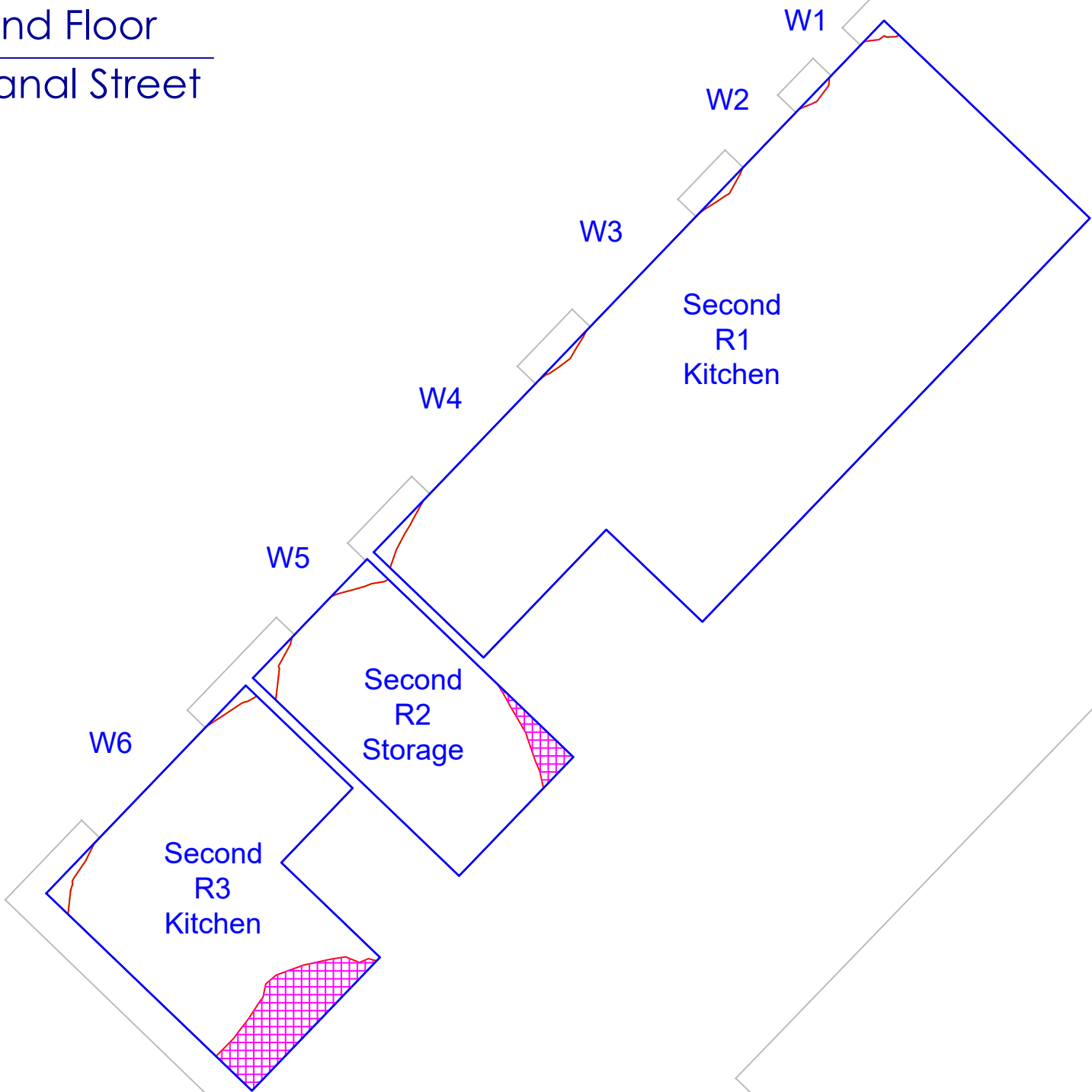
Ground Floor
44 Canal Street



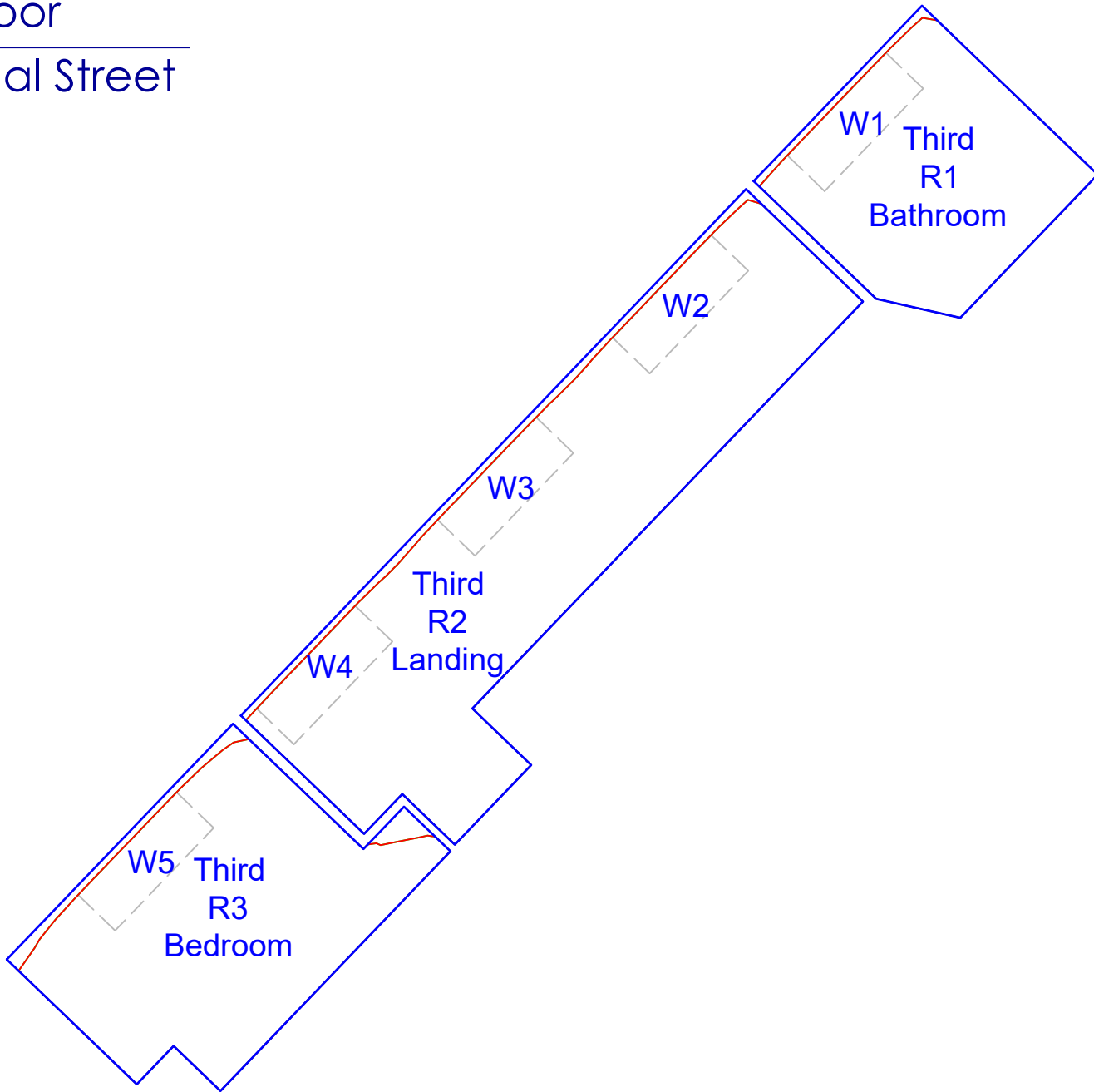
First Floor
44 Canal Street



Second Floor
44 Canal Street



Third Floor
44 Canal Street



NOTES:
No dimensions are to be scaled from this drawing.
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Analysis
Produced using Wildtram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)
Existing Model & Surrounding Model
Models derived from supplied 3d terrestrial laser scan survey pointcloud and
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44 Canal Street:
123009_J0 2019 - Plans & Elevs
46 Canal Street:
130922_F0_2021-GF_PLAN-1767660

Massing Legend
Existing
Proposed
All heights in m AOD

ROL Legend
Room Area (Measured Layout)
Existing Lit Area 0.2% Line
Proposed Lit Area 0.2% Line
Area of Loss/Gain

REV:	NOTES:	DRWN:	DATE:


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CLIENT:
Eminence Development Ltd

PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
Contour Plots
Rights of Light

SCALE @ A2:	DATE:	DRAWN:	GSH
1:50	08.09.2022	CHECKED:	MBS

DRAWING NUMBER:	REV:
3251_MA-09	.



Ground Floor
46 Canal Street

NOTES:
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discrepancy occurs between specification and
drawings the supervising officer must be notified.

Analysis
Produced using Waldram Tools
MBS Survey Software Ltd (www.mbs-software.co.uk)
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BASEMENT_AND_GROUND_FLOOR-1084776
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THIRD_AND_FOURTH_FLOOR-1084774
46-52 Richmond Street:
123009_JO 2019 - Plans & Elevs
44 Canal Street:
123009_JO 2019 - Plans & Elevs
46 Canal Street:
130922_FO_2021-GF_PLAN-1767660

Massing Legend

Existing

Proposed

All heights in m AOD

ROL Legend

Room Area (Measured Layout)

Existing Lit Area 0.2% Line

Proposed Lit Area 0.2% Line

Area of Loss/Gain

REV:	NOTES:	DRWN:	DATE:



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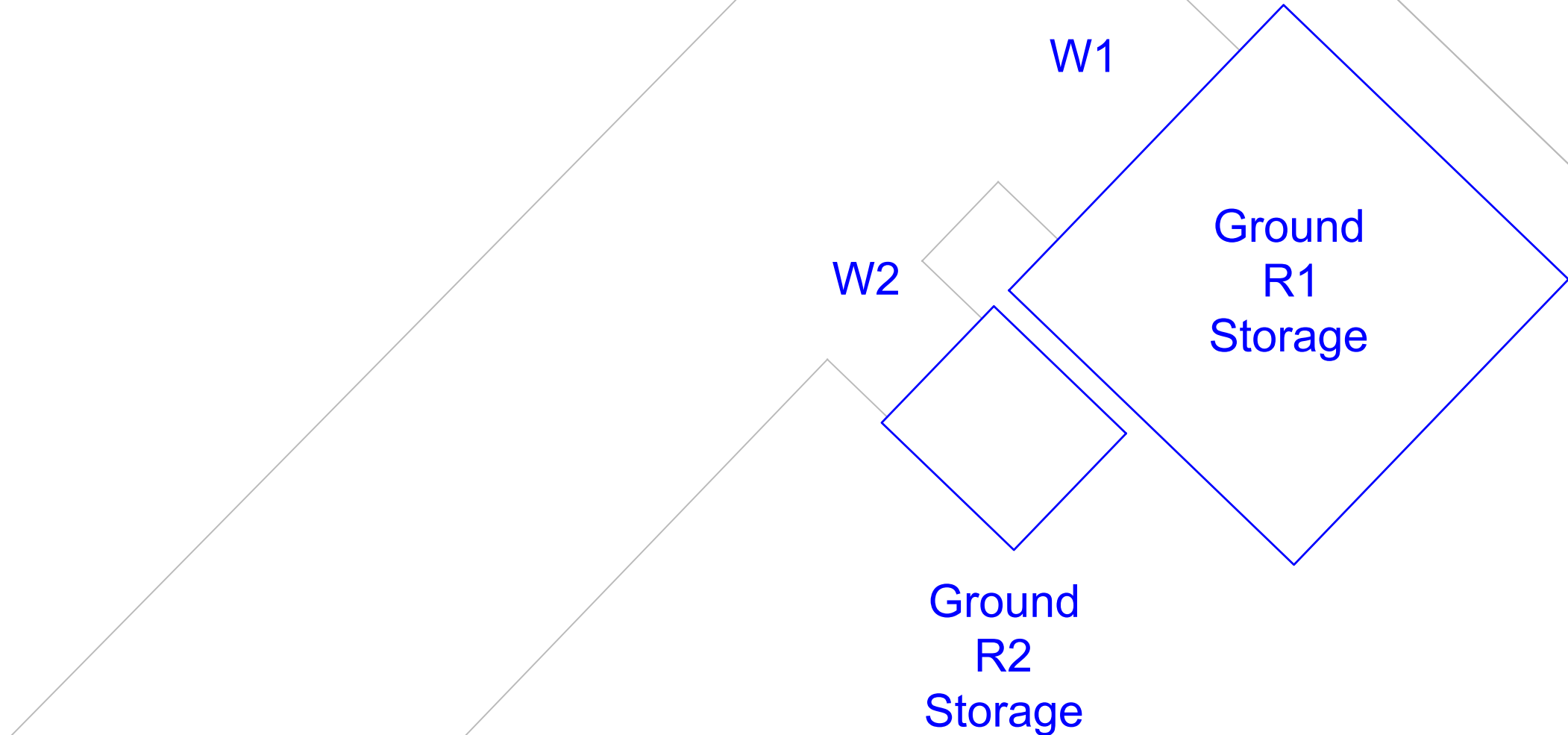
CLIENT:
Eminence Development Ltd

PROJECT:
Richmond Street
Manchester

DRAWING TITLE:
Contour Plots
Rights of Light

SCALE @ A2:	DATE:	DRAWN:	GSH
1:50	08.09.2022	CHECKED:	MBS

DRAWING NUMBER:	REV:
3251_MA-10	.



Appendix 3: Risk Profile Data Sheets

46-52 Richmond Street, Manchester, M1 3WB	Risk Properties?	Injunction Risk?	Compensation Budget
	Yes	Low	£20k - £25k

Property Description	4 storey residential buildings.	
Freehold Title	GM806849	
Registered Proprietor	Watch This Space (Constantine) Limited of This is the Space, 68 Quay Street, Manchester, M3 3EJ.	
Registered Leasehold Estate?	No.	
Rights of Light Deeds?	TBC	
Prescription Rights?	No.	
Evidence of Transference	Yes.	

These neighbouring buildings – recently constructed and currently being marketed for sale – are located to the north of the Site. Part of its Richmond Street window provision overlooks the Site directly, and the Proposed Development will be seen through it once constructed.

Based on our cursory review of Title, there are no obvious contractual or legal provisions that regulate the rights of light position between these neighbouring buildings and the Site. The windows are therefore free to acquire rights of light over the Site by some means of Prescription.

Through research, we have identified that this terrace of townhouses was constructed at some point since 2020. On that basis, the windows of these townhouses are less than 20 years old and not yet old enough to have acquired Prescription Act 1832 rights over the Site.

The only way that a right of light could currently exist at the date of this Report is by transferred means, owing to a coincidence in aperture / window position between the current neighbouring buildings and the windows of the former buildings that have been historically constructed on the neighbouring land.

Through research (the findings of which can be found at Appendix 4), we have identified that this Site was – prior to its recent redevelopment – free of any massing and open land for a number of years. Historic OS Maps show buildings (presumed two – three storey houses) constructed on this neighbouring land up to a map dated 1922, and then free of buildings on OS plans dated 1948, 1969-71 and 1992 and aerial photography dated 1951.

However, notwithstanding the absence of any buildings on this neighbouring land for the last 70 to 100 years, we are not able to fully discount a historic coincidence of aperture that might give rise to a transferred right position. Two points on this:

- There is no law that regulates the timing of the coincidence – the apparent large period of time between buildings being constructed on this neighbouring land (1922 historically, and 2020 more recently) is likely immaterial and an improbable defence to the transference conundrum.
- Although, we have no evidence that proves a coincidence of aperture, we equally have no evidence that actually disproves coincidence. It is highly likely that the neighbouring buildings historically constructed on this neighbouring land were two to three-storey houses fronting the back of the Richmond Street pavement. They would likely have windows in their Richmond Street frontage over three floors. Some degree of coincidence is therefore a reasonable assumption.

Accordingly, we have impact appraised these neighbouring buildings. Our technical analysis room layout assumptions are based on plans available from Manchester City Council's planning public access system under application references 115894/FO/2017 and 123009/JO/2019.

Based on the results of the technical analysis, two rooms within each of Nos. 48, 50 and 52 would experience a measured reduction in legal light levels as a result of the Proposed Development that could be interpreted as amounting to the interference of rights. Accordingly, we would therefore identify these neighbouring buildings as a rights of light risk.

Notwithstanding the residential use and presence of front zone losses, we consider the risk of mandatory injunction to be low, given a number of factors, these being:

- The neighbouring land owner would need to evidence coincidence of aperture to prove their claim. This will be difficult for them.
- Two of the six rooms experiencing front zone loss are hallways. A loss of light to such a room use is unlikely to attract injunctive relief.
- Front zone losses to the three bedrooms (considered of lesser sensitivity and all poorly lit in the existing condition) - are small in real terms, and of between 1sqft and 8sqft.
- One living / kitchen / dining room of no. 48 will experience makeweight loss only, to only 2% of its area and it will remain well lit to 54% of its area overall.

In our opinion, compensation ought therefore to be an adequate remedy.

Based on the results of the technical analysis, there would be an EFZ loss of light of 42.3 sq.ft across all four neighbouring buildings. Assuming the light is worth up to £5.00 / sq.ft. and adopting a yield of 5% - 6% YP, the book value for this building is calculated in the range of £3.5k - £4.5k. Given the residential use, we recommend a Carr-Saunders multiplier of five times the book value, resulting in a compensation budget of up to £25,000.00.

58 Richmond Street, Manchester, M1 3WB	Risk Property?	Injunction Risk?	Compensation Budget
	Yes	Low	£5k - £10k

Property Description	3 storey commercial building.	
Freehold Title	GM98264.	
Registered Proprietor	Archstone Properties Limited of 17 Dolphin Street, Manchester, M12 6BG.	
Registered Leasehold Estate?	No.	
Rights of Light Deeds?	TBC	
Prescription Rights?	Yes.	
Evidence of Transference	N/A	

This neighbouring building is located to the west of the Site on the opposite side of Richmond Street.

Its Richmond Street window provision does not overlook the Site directly, however the Proposed Development will be seen through it once constructed.

Based on our cursory review of Title, there are no obvious contractual or legal provisions that regulate the rights of light position between this neighbouring building and the Site and that the windows are therefore free to acquire rights of light over the Site by some means of Prescription. They are old enough to have done so.

Accordingly, we have impact appraised this neighbouring building. Our technical analysis room layout assumptions are based on plans available from Manchester City Council's planning public access system under application reference 121644/LO/2018, (for this building's conversion to residential use, albeit likely lapsed).

When evaluating a right of light impact, regard must be given to the foreseeable future use of function of a building. Although the planning permission granted for the residential conversion of this building has likely lapsed this building's future residential use has to be acknowledged as reasonably contemplated or possible.

Accordingly, we have risk profiled this neighbouring building as if it was of residential use and occupation. This is the "worst case" position.

Based on the results of the technical analysis, one site facing room would experience a non-actionable reduction in light. Two rooms – a proposed future living/dining room and communal basement room – would experience a reduction in the extent to which they are well-lit in legal terms that could be interpreted as amounting to the interference with rights. Accordingly, we identify this neighbouring property as a right of light risk.

Notwithstanding the foreseeable future residential use, and the presence of front zone loss to the communal basement room, we consider the risk of mandatory injunction risk to be low. The basement is very poorly lit in the existing condition and, in real terms, the reduction in legal light levels is 5 sq.ft. (or 7.8sqft EFZ), amounting to 1% of this room's area. This is a small and localised impact.

In our opinion, compensation ought therefore to be an adequate remedy.

Based on the results of the technical analysis, there would be an EFZ loss of light of 20.6 sq.ft. Assuming the light is worth up to £5.00 / sq.ft. and adopting a yield of 5% - 6% YP, commensurate with residential use, the book value for this building is calculated in the range of £1.7k - £2. Given the minor nature of the impact, we recommend that a compensation budget of up to £10,000.00 is allowed for. The justification for this “general uplift” is explained at paragraph 7.7.11 of the report.

46 Canal Street, Manchester, M1 3WD	Risk Property?	Injunction Risk?	Compensation Budget
	No	N/A	N/A

Property Description	3 storey commercial building.	
Freehold Title	GM224786.	
Registered Proprietor	Carol Ann Ainscow of 123 Junction Road, Deane, Bolton.	
Registered Leasehold Estate?	Yes – MAN244268.	
Rights of Light Deeds?	TBC	
Prescription Rights?	Yes.	
Evidence of Transference	N/A	

44 Canal Street (edged red) is a commercial building located to the south of the Site (edged blue).

It has brick infilled window apertures in its rear elevation that do not overlook the Site directly, however if they were open the Proposed Development would be seen through them.

Based on our cursory review of Title, there are no obvious contractual or legal provisions that regulate the rights of light position between this neighbouring building and the Site, and that the windows are therefore free to acquire rights of light over the Site by some means of Prescription.

Whilst there are no open windows present in the walls of this neighbouring building, former apertures are visible through which the Proposed Development would be seen. These apertures have been infilled and rendered, however the apertures are clearly defined and the window sills and heads remain in situ. On that basis, whilst there is scope that the apertures (and any associated rights) have been abandoned, we cannot state this definitively. On that basis, we have considered these windows assuming that any rights associated with them are not abandoned.

Accordingly, we have impact appraised this neighbouring building. Our technical analysis room layout assumptions are based on plans available from Manchester City Council's planning public access system under application reference 130922/FO/2021.

Based on the results of the technical analysis, in the existing condition both assumed rooms appraised are 0% well lit in legal terms, and would remain so following construction of the Proposed Development. On this basis there will be no material impact. We would therefore discount this neighbouring building as a right of light risk.

44 Canal Street, Manchester, M1 3WD	Risk Property?	Injunction Risk?	Compensation Budget
	Yes	Low	£8k - £10k

Property Description	4 storey commercial building with residential top floor	
Freehold Title	LA19216.	
Registered Proprietor	Union Bay Limited of 3 rd Floor, The Lexicon, 10-12 Mount Street, Manchester, M2 5NT.	
Registered Leasehold Estate?	No.	
Rights of Light Deeds?	TBC	
Prescription Rights?	Yes.	
Evidence of Transference	N/A	

This neighbouring building (edged red) is located to the southeast of the Site (edged blue).

Part of its window provision overlooks the Site directly and the Proposed Development will be seen through it once constructed.

Based on our cursory review of Title, there are no obvious contractual or legal provisions that regulate the rights of light position between this neighbouring building and the Site and that the windows are therefore free to acquire rights of light over the Site by some means of Prescription. They are old enough to have done so.

Accordingly, we have impact appraised this neighbouring building. Our technical analysis room layout assumptions are based on plans available from Manchester City Council's planning public access system under application reference 118164/FO/2017. Our room arrangement assumptions are based on the predominantly commercial use of the rooms as existing, rather than the residential conversion proposed in the elapsed planning application. This is on the understanding that the conversion has not been undertaken since planning permission was granted, and that the building remains an active 'going concern' and in use in its commercial configuration.

Based on the results of the technical analysis, as a result of the Proposed Development one room of commercial use would experience a reduction in the extent to which it is well-lit in legal terms that could be interpreted as amounting to the interference with rights. Three other rooms would experience small reductions that would not be interpreted as amounting to the interference with rights.

Accordingly, we identify this neighbouring property as a right of light risk.

On the basis that this interference with rights is both localised and small / modest – the one materially impacted room will remain will lit to 48% of its assumed area – we consider the risk of mandatory injunction risk to be low. Compensation ought to be an adequate remedy.

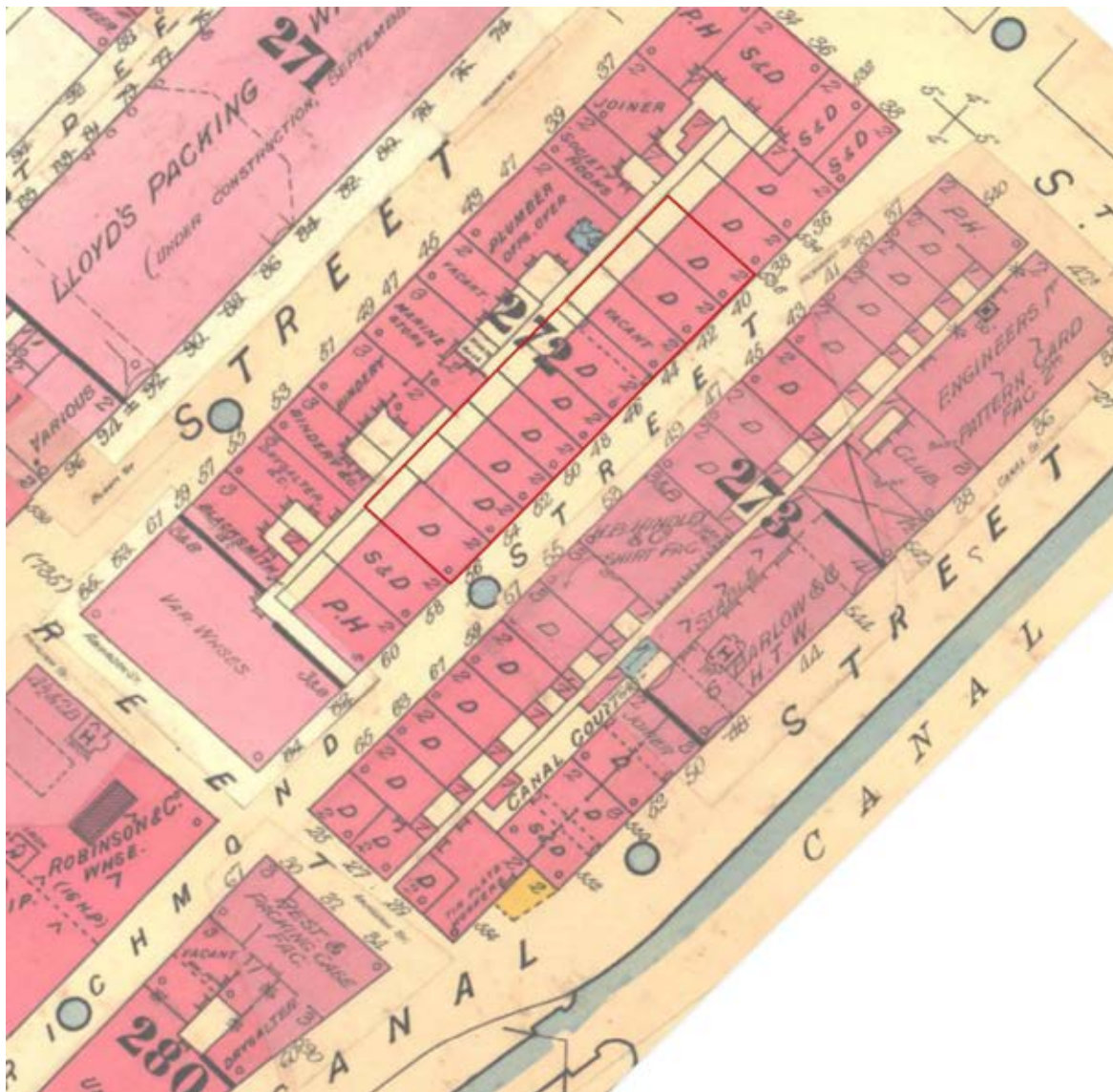
Based on the results of the technical analysis, there would be an EFZ loss of light of 50 sq.ft. Assuming the light is worth up to £4.00 / sq.ft. and adopting a yield of 6% - 7% YP, the book value for this building is calculated to be in the range of £3k - £3.5k. Given the small nature of the impact, we recommend that a compensation budget of £5,000.00 - £10,000.00 is allowed for. The justification for this “general uplift” is explained at paragraph 7.7.11 of the report.

Appendix 4: Transferred Rights Research



Aerial Photograph 1 (1951) Extract of photograph ref EAW038922 showing Richmond Street and vacant site of 46-52 Richmond Street, centre-right. Available from britainfromabove.org.

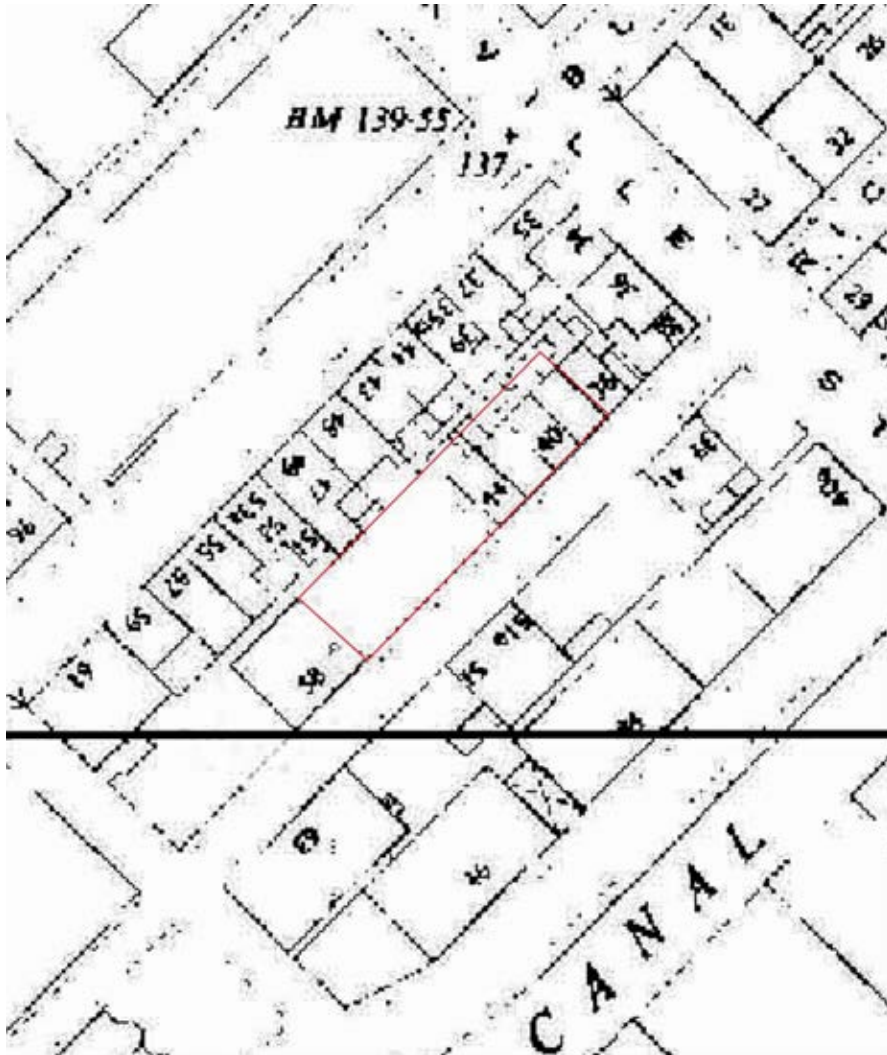




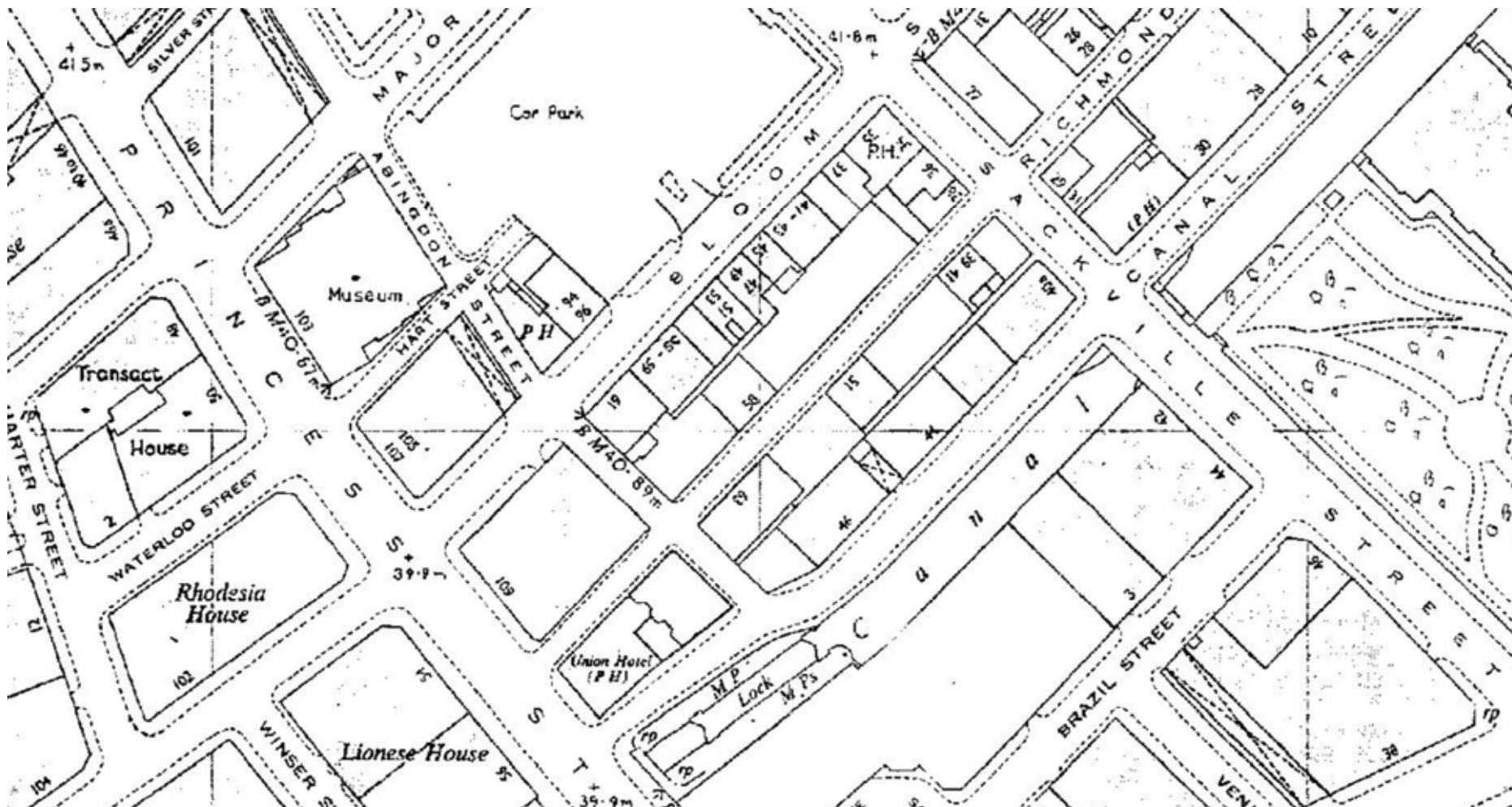
Plan 1 (1888) Extract of Goad's Map of Manchester. Richmond Street shown centre and new build townhouses inclusive of 46-52 edged red.



Plan 2 (1922) Extract of historic OS Map showing former buildings of Site and surroundings at centre. Available from promap.co.uk



Plan 4 (1948) Extract of historic OS Map showing vacant site of new build townhouses inclusive of 46-52 edged red at centre. Available from promap.co.uk



Plan 4 (1985-90) Extract of historic OS Map showing vacant site of 46-52 Richmond Street at centre. Available from promap.co.uk