



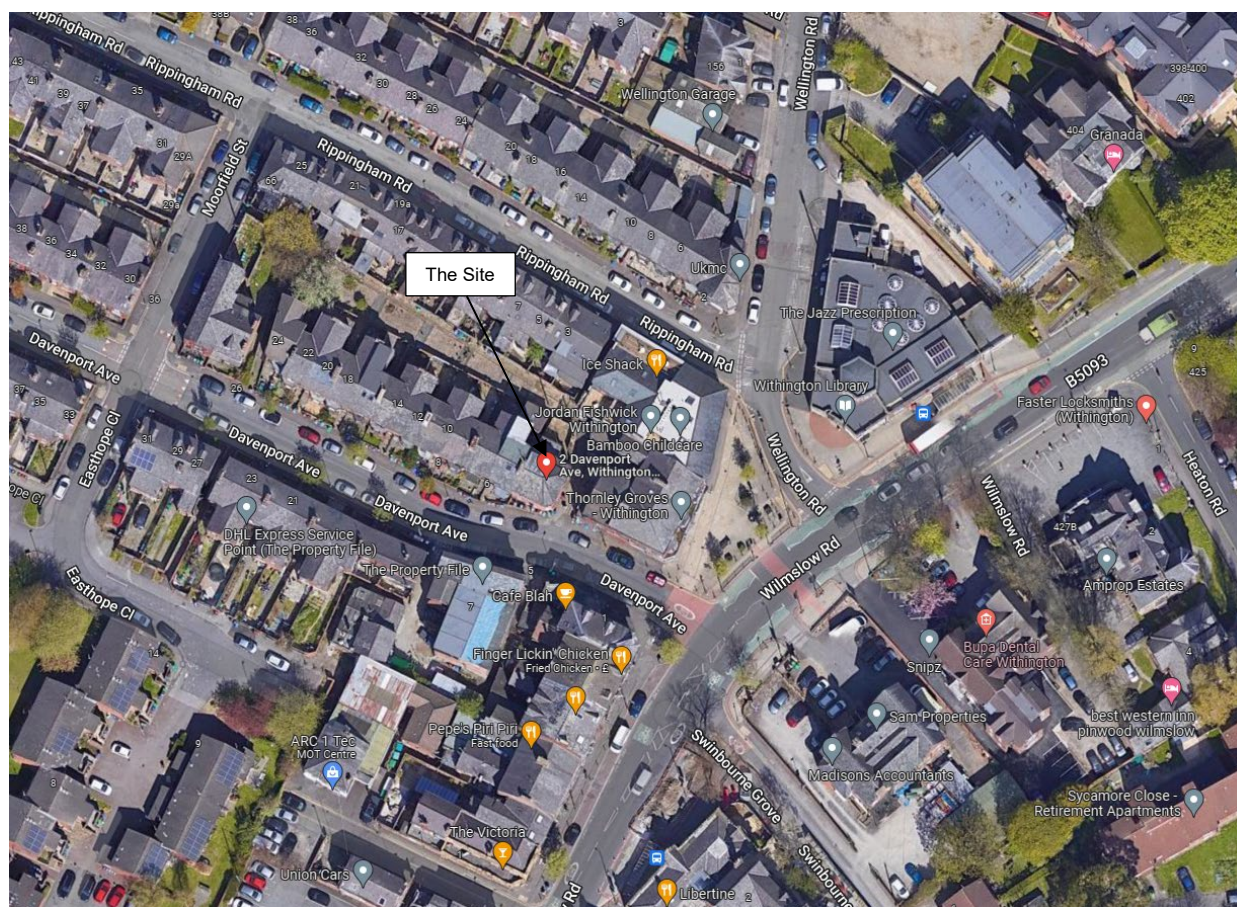
Statement prepared in support of an application for a Certificate of Lawfulness for an existing use under Section 191 of the Town and Country Planning Act 1990 (as amended by Section 10 of the Planning and Compensation Act 1991)

The application seeks to confirm that the existing use (Class C4 House in Multiple Occupation - HMO) taking place at 2A Davenport Avenue Withington, Manchester, M20 3EY (First Floor Flat) is lawful.

Statement prepared by William McCall Architectural Services

Date: September 2022

SITE LOCATION



Photograph showing 2 & 2A Davenport Avenue and surrounding area



Photograph showing 2 & 2A Davenport Avenue and surrounding area



1.0 Introduction and Background

- 1.1 William McCall Architectural Services have been commissioned by Filport Properties Limited 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 2A Davenport Avenue Withington, Manchester, M20 3EY (First Floor Flat) 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 The applicant purchased the two-storey rendered end terrace property on 23 February 2011 as two separate self-contained flats, with one flat being located on each floor of the building. The property has been extended to the rear with the addition of a single storey outrigger extension. The flats that are present within the building are known as No.2 and No.2A for identification purposes. No.2A Davenport Avenue consists of a first floor residential flat containing three bedrooms, and the ground floor residential flat (No.2) contains 4 bedrooms. Each flat was changed to separate HMO accommodation by Filport Properties Limited and this use commenced at the site in July 2011 and has been continual ever since. Therefore, the HMO use has now been in operation for 11 years at the site. The commencement of the Class 4 HMO use was 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.

- 1.5** Philip James Lettings have managed the HMO property on behalf of the owners (Filport Properties Limited) for the majority of the 11-year period and they have let the flat out to various persons, but mainly students who are studying at university in Manchester. The persons / students who have let the HMO have a private bedroom space but share the rest of the facilities of the HMO.
- 1.6** As already mentioned above, the original authorised planning use of the building (prior to 2011) was Class C3 (Dwelling House) and it contained two self-contained flats. Planning permission was granted by Manchester City Council for this use on 4th April 1979 under application Reference F10141. Details of this permission are also included in Section 3 of this statement.
- 1.7** An earlier Certificate of Lawfulness application (Ref. 131500/LE/2021) that was submitted by the applicant for this matter was refused by the Council on 4th November 2021 because they considered that the applicant had failed to demonstrate that the Class C4 HMO use had been continual for a 10-year period. There was some previous confusion over the numbering of the addresses and the applicant admits to causing some of this misunderstanding due to referring to the flats in the submitted paperwork as a mixture of No.2, No.2A and No.2B. It is hoped that this new and revised application containing additional information / evidence provides some further clarification on this and is sufficient to prove the case.
- 1.8** 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 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.**

The Planning and Compensation Act 1991

- 2.9** The Planning and Compensation Act 1991 introduced rolling time limits within which local planning authorities can take planning enforcement action against breaches of planning control.

The time limits are:

- four years for building, engineering, mining or other operations in, on, over or under land, without planning permission. This development becomes immune from enforcement action four years after the operations are substantially

completed

- four years for the change of use of a building, or part of a building, to use as a single dwelling house. Enforcement action can no longer be taken once the unauthorised use has continued for four years without any enforcement action being taken
- **10 years for all other development. The 10-year period runs from the date the breach of planning control was committed**

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

Planning Portal Guidance - What the applicant needs to prove

2.10 It is up to the person applying for a Lawful Development Certificate for an existing use to show the proper evidence. This could include:

- Proof that any building was 'substantially complete' more than four years before the date of the application
- **Proof that any use has been carried on continuously for a period of 10 years** (four years in the case of a dwelling)

3.0 Site Planning History

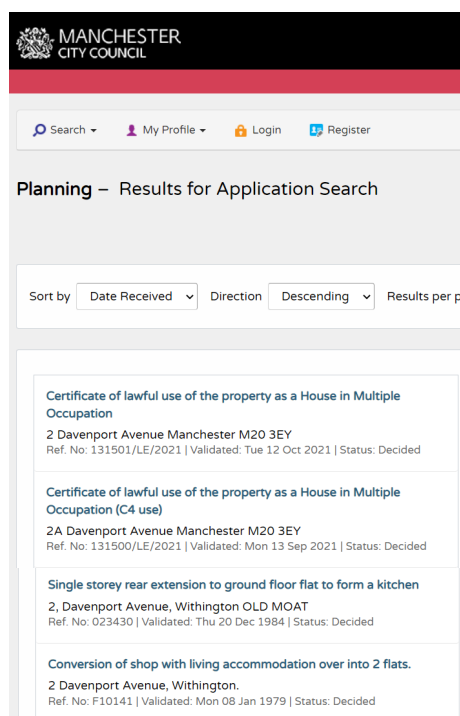
3.1 According to the on-line Manchester City Council Planning records there are three planning applications showing for the site from 1979 onwards, as detailed below and shown in the screenshot on the following page.

Application Ref. 131500/LE/2021 - Certificate of lawful use of the property (No.2A) as a House in Multiple Occupation (C4 use) – Refused 04/11/2021

Application Ref. 131501/LE/2021 - Certificate of lawful use of the property (No.2) as a House in Multiple Occupation – Refused 07/12/2021

Application Ref. 023430 - Single storey rear extension to ground floor flat to form a kitchen – Approved 22/01/1985

Application Ref. F10141 - Conversion of shop with living accommodation over into 2 flats – Approved 04/04/1979



(Council's on-line Planning record)

3.2 These permissions however do not offer any assistance in justifying that the Class C4 HMO use has been in existence at this building for over 10 years.

4.0 The Evidence

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

1. Copies of tenancy agreements for the building for the period 1 July 2011 –30 June 2022 provided by Filport Properties Limited (owners) and Philip James Lettings (managing agents) – See Appendix 1.
2. Sworn declaration / affidavit provided by Dermott McKenna of Filport Properties Limited (building owner) and Neil Ryder, Branch Manager of Philip James Lettings (managing agents) confirming the continued HMO use at the property since 2011 and their involvement in the property – See Appendix 2.
3. Copy of the Land Registry Title Document and Plan showing that Filport Properties Limited have owned the property since 23/02/2011 – See Appendix 3.
4. GOV.UK on-line property information relating to Council Tax banding of the two properties at 2 and 2A Davenport Avenue, Withington – See Appendix 4.
5. Copy of Planning Officer Case Report from previously refused LDC application (Ref. 131500/LE/2021) confirming there are two separate flats in the building and the addresses for them are accepted as being No.2 and No.2A – See Appendix 5.
6. Copy of the planning permission decision notice Ref. F10141 dated 4th April 1979 confirming that the property was approved to be converted into 2 flats – See Appendix 6.

5.0 Analysis of Evidence

- 5.1** The tenancy agreements that have been provided by Filport Properties Limited and Philip James Lettings for the yearly periods between 1 July 2011 and 30 June 2022 shows that the building has been continually occupied for in excess of 10 years as a Class C4 HMO. The HMO use has now been taking place for over 11 years. This was 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. The tenancy agreements 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 persons residing in the HMO have changed each year and the letting agents are attempting to track down some of the past occupiers in order to provide further proof / confirmation of their residency during the various yearly rental periods. This additional evidence will be forwarded to the Council at a later stage if the enquiries prove to be successful.
- 5.2** The sworn declaration / affidavits provided by Dermott McKenna of Filport Properties Limited (building owner) and Neil Ryder, Branch Manager of Philip James Lettings (managing agents) also confirm the continued HMO use at the property since July 2011. Both persons are of good character with no known criminal convictions, and they have supplied the information honestly and in good faith in the presence of a solicitor.
- 5.3** The Land Registry Title Document and Plan provides confirmation that Filport Properties Limited have owned the property since February 2011, which is now over 11 ½ years ago.
- 5.4** The GOV.UK Council Tax banding information provides confirmation that there are two separate properties (flats) present within the two storey building and that they are

recognised as being No.2 and No.2A Davenport Avenue. The Planning Officer Case Report from the previously refused LDC application (Ref. 131500/LE/2021) also confirms that they have made similar enquiries and this aspect has been accepted. There was some previous confusion over the numbering of the addresses and the applicant admits to causing some of this misunderstanding due to references to the flats in the submitted paperwork being a mixture of No.2, No.2A and No.2B. This was an administration error that has since been rectified in the paperwork since 2019.

5.5 To provide some further clarity on this issue, we would wish to reiterate that there are two flats in the building that are used as separate HMO's and the one on the ground floor (No.2) contains 4no. bedrooms and the one on the first floor (No.2A) contains 3no. bedrooms. This situation has remained the same for the entirety of the 11-year period that Filport Properties have owned the building. The lease documents that have been provided are clear in this regard and show the number of tenants who are renting a bedroom. It is unlikely that a student would wish to share a bedroom in a HMO given the limited space in each room for ones personal belongings and also with an unrelated individual.

5.6 The tenancy agreements over the 11 year period that reference No.2A and No.2B and contain three residents are in effect relating to the property that is now officially recognised as No.2A (First Floor Flat containing 3no. bedrooms). This is now used on all new documentation relating to the property and fully aligns with the Manchester City Council Tax records.

5.7 On the balance of probability, it would be fair and reasonable to suggest that the tenancy agreements containing 3 residents relate to No.2A Davenport Avenue (first floor flat containing 3 bedrooms) and the tenancy agreements containing 4 residents relate to No.2 Davenport Avenue (ground floor flat containing 3 bedrooms).

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 (No.2A Davenport Avenue – First Floor Flat) 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 Tenancy Agreements provided by Filport Properties Limited and Philip James Lettings for the yearly periods between 1 July 2011 and 30 June 2022

Appendix 2 – Sworn declaration / affidavits provided by Dermott McKenna of Filport Properties Limited (building owner) and Neil Ryder, Branch Manager of Philip James Lettings (managing agents)

Appendix 3 – Land Registry Title Document and Plan showing Filport Properties Limited purchased the property on 23/02/2011

Appendix 4 - GOV.UK on-line property information relating to Council Tax banding of the two properties at 2 and 2A Davenport Avenue

Appendix 5 – Extract from Planning Officer Case Report from previously refused LDC application (Ref. 131501/LE/2021) confirming there are two separate flats in the building and the addresses for them are accepted as being No.2 and No.2A

Appendix 6 - Evidence of original authorised use of building as two flats (planning permission decision notice Ref. F10141 dated 4th April 1979)

Appendix 1 – Copies of Tenancy Agreements provided by Filport Properties Limited, DMK Properties and Philip James Lettings for the yearly periods between 1 July 2011 and 30 June 2022

Extract from the Tenancy agreement for the period 1/7/2011 to 30/6/2012

AGREEMENT	LANDLORD AND TENANT ACT 1987
This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1996. Parties: (A) Filport Properties (hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlords agent appointed for the purpose of managing the Premises in the Landlords absence) AND (B) Tess Keating, Laura Helliwell, Hannah Sawden (hereinafter called 'the Tenant(s)') AND Guarantor: (C) (hereinafter called the Guarantor(s) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached) Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2B Davenport Avenue, Withington, Manchester M20 3GA (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS' Tenancy Date: This agreement is made on 15th March 2011 and where on a joint tenancy, all tenants are jointly and severally liable. Term: The tenancy is for a period of 12 months commencing on the 1st July 2011 and expiring on the 30th June 2012 (up to and including). Agreed Rent: It is hereby agreed that a rent of £1,040.00 (per calendar month) to be paid monthly in advance, commencing 1st July 2011 without any deduction whatsoever, from the date hereof. Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusive to occupy the property on the terms of this Agreement with effect from the 1st September. Deposit: The Landlord acknowledges receipt from the Tenant of the sum £1200.00 of the way of a (interest bearing) deposit. The deposit will be held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder. Stakeholder: DMK Properties Initials: <u>LS</u>	SECTION 48 NOTIFICATION BY LANDLORD OF ADDRESS FOR SERVICE OF NOTICES (Note 1) To: Tenants Name: Tess Keating, Laura Helliwell, Hannah Sawden Tenants Address: I, your Landlord, Filport Properties hereby give you notice pursuant to s48(1) of the Landlord and Tenant Act 1987 that my address for service of notices (including notices in proceedings) is as follows: Landlords Address: Filport Properties The Coach House 2 Parsonage Road Withington Manchester M20 4PQ Tel: 0161 445 5556 Dated: Tenant's Signature(s): <u>Tess Keating</u> <u>Laura Helliwell</u> <u>Hannah Sawden</u> Landlords Signature: <u>LS</u>

Extract from the Tenancy agreement for the period 1/7/2012 to 30/6/2013

AGREEMENT		SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT	
This is an Assured Shorthold Tenancy under Section 18A of the Housing Act 1988 as amended under part 3 of the Housing Act 1998. Parties: (A) Filport Properties (hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlord's agent appointed for the purpose of managing the Premises in the Landlord's absence) AND (B) Sarah Penrhyn-Jones, Beth Duncan, Abigail Brooks (hereinafter called 'the Tenant' (s)) AND Guarantor: (C) (hereinafter called 'the Guarantor' (s)) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached) Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2B Davenport Avenue, Withington, Manchester M20 3EY (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS' Tenancy Date: This agreement is made on 18 January 2012 and where on a joint tenancy, all tenants are jointly and severally liable. Term: The tenancy is for a period of 12 months commencing on the 1st July 2012 and expiring on the 30th June 2013 (up to and including). Agreed Rent: It is hereby agreed that a rent of £1040 (per calendar month) to be paid monthly in advance, commencing 1st July 2012 without any deduction whatsoever, from the date hereof. Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenant(s) the exclusive to occupy the property on the terms of this Agreement with effect from the 1st September. Deposit: The Landlord acknowledges receipt from the Tenant of the sum £1200.00 of the way of a (Holding Deposit) and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder. Stakeholder: DMK Properties Initials: _____		 Filport Properties (PP)..... SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY (1) <u>Beth Duncan</u> (2) <u>Abigail Brooks</u> (3) <u>Sarah Penrhyn-Jones</u>	

LANDLORD AND TENANT ACT 1987		TENANTS DETAILS	
SECTION 48 NOTIFICATION BY LANDLORD OF ADDRESS FOR SERVICE OF NOTICES (Note 1) To: _____ Tenants Name: Sarah Penrhyn-Jones, Beth Duncan, Abigail Brooks Tenants Address: 2B Davenport Avenue, Withington, Manchester M20 3EY I, your Landlord, Filport Properties hereby give you notice pursuant to s48(1) of the Landlord and Tenant Act 1987 that my address for service of notices (including notices in proceedings) is as follows: Landlord's Address: Filport Properties The Coach House 2 Parncliffe Road Withington Manchester M20 4PQ Tel: 0161 446 5656		HOME ADDRESS PHONE NO COURSE ATTENDING Beth Duncan 1. 100 Woburnley Avenue Covenry, CV5 8EQ Mental Health Nursing Abigail Brooks 2. 24 THE BRACKENS, CHELSEFIELD, KENT, SE26 6JH 079879308347 MANAGEMENT + MARKETING Sarah 3. 4 SPENCER'S BELLE Vue Lansdown Road Bath BA1 5ER 07717394121 Politics + Intl. Relations	
Dated: _____ Tenant's Signature(s): <u>Beth Duncan</u> <u>Abigail Brooks</u> <u>Sarah Penrhyn-Jones</u> Landlord's Signature: _____			

Extract from the Tenancy agreement for the period 1/7/2013 to 30/6/2014

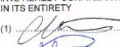
AGREEMENT	
This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.	
Parties: (A) Filport Properties	SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT Filport Properties (PP).....
(hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlords agent appointed for the purpose of managing the Premises in the Landlords absence)	
AND (B) Alicia Lawton, Kirsty Harris, James Plant	
(hereinafter called 'the Tenant' (s))	
AND	SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY (1) <u>A Lawton</u> (2) <u>K Harris</u> (3) <u>J Plant</u>
Guarantor: (C)	
(hereinafter called 'the Guarantor' (s) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached)	
Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2B Davenport Avenue, Withington, Manchester M20 3EY (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'	
Tenancy Date: This agreement is made on 29 November 2012 and where on a joint tenancy, all tenants are jointly and severally liable.	
Term: The tenancy is for a period of 12 months commencing on the 1 st July 2013 and expiring on the 30 th June 2014 (up to and including).	
Agreed Rent: It is hereby agreed that a rent of £1040 (per calendar month) to be paid monthly in advance, commencing 1 st July 2013 without any deduction whatsoever, from the date hereof.	
Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusive to occupy the property on the terms of this Agreement with effect from the 1 st September.	
Deposit: The Landlord acknowledges receipt from the Tenant of the sum £1200.00 of the way of a (Holding Deposit) and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder.	
Stakeholder: Filport Properties	
Initials: _____	

Extract from the Tenancy agreement for the period 1/7/2014 to 30/6/2015

AGREEMENT	
This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.	
Parties: (A) Filport Properties	SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT Filport Properties (PP).....
(hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlords agent appointed for the purpose of managing the Premises in the Landlords absence)	
AND (B) Lauren Coan, Charlotte Roberts, Claire Meakin	
(hereinafter called 'the Tenant' (s))	
AND	SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY (1) <u>L Coan</u> (2) <u>C Roberts</u> (3) <u>C Meakin</u>
Guarantor: (C)	
(hereinafter called 'the Guarantor' (s) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached)	
Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2b Davenport Ave, Withington, Manchester M14 (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'	
Tenancy Date: This agreement is made on 21 January 2014 and where on a joint tenancy, all tenants are jointly and severally liable.	
Term: The tenancy is for a period of 12 months commencing on the 1 st July 2014 and expiring on the 30 th June 2015 (up to and including).	
Agreed Rent: It is hereby agreed that a rent of £1365.00 (per calendar month) to be paid monthly in advance, commencing 1 st July 2014 without any deduction whatsoever, from the date hereof.	
Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusive to occupy the property on the terms of this Agreement with effect from the 1 st September.	
Deposit: The Landlord acknowledges receipt from the Tenant of the sum £ of the way of a (holding deposit) will be held paid and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder.	
Stakeholder: Filport Properties	
Initials: _____	

Extract from the Tenancy agreement for the period 1/7/2015 to 30/6/2016

AGREEMENT	
<u>This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.</u>	
Parties:	(A) Filport Properties (hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlord's agent appointed for the purpose of managing the Premises in the Landlord's absence)
AND (B)	Araliya Kenzie Amott, Mia Nikolaeva Donkova, Simon Benjamin Davis (hereinafter called 'the Tenant' (s))
AND	
Guarantor:	(C) (hereinafter called 'the Guarantor' (s)) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached)
Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2b Davenport Ave, Withington, Manchester M14 (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'	
Tenancy Date: This agreement is made on 17 November 2014 and where on a joint tenancy, all tenants are jointly and severally liable.	
Term: The tenancy is for a period of 12 months commencing on the 1 st July 2015 and expiring on the 30 th June 2016 (up to and including).	
Agreed Rent: It is hereby agreed that a rent of £1355.00 (per calendar month) to be paid monthly in advance, commencing 1 st July 2015 without any deduction whatsoever, from the date hereof.	
Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusive to occupy the property on the terms of this Agreement with effect from the 1 st September.	
Deposit: The Landlord acknowledges receipt from the Tenant of the sum £ of the way of a (holding deposit) will be held paid and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder.	
Stakeholder: Filport Properties Initials: _____	

SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT	
 Filport Properties (PP)	
SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY	
(1)	
(2)	
(3)	

TENANTS DETAILS		
HOME ADDRESS	PHONE NO	COURSE ATTENDING
1. 2-24 WESTMEADOW DRIVE, WITCHENER, ONTARIO N2N 3P1 CANADA	07941 247677	CHEMISTRY WITH INTEGRATED FOUNDATION YEAR
2. 25 Vase Vazov Str. Sofia 1000 Bulgaria	0777 6572018	Anatomical Sciences with a Modern Language
3. Lindisfarne Housleigh Lane, Tumbon, Samsat, T&S 75W	01923 421018 07711284126	Comp Sci

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

AGREEMENT		SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT	
This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1988. Parties: (A) Filport Properties (hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlords agent appointed for the purpose of managing the Premises in the Landlords absence) AND (B) Liam Mallinson, Will Schwartz, Rodney Curtis (hereinafter called 'the Tenant' (s)) AND Guarantor: (C) (hereinafter called the Guarantor (s) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached) Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 28 Davenport Ave, Withington, Manchester M14 (hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS' Tenancy Date: This agreement is made on 7 December 2015 and where on a joint tenancy, all tenants are jointly and severally liable. Term: The tenancy is for a period of 12 months commencing on the 1st July 2016 and expiring on the 30th June 2017 (up to and including). Agreed Rent: It is hereby agreed that a rent of £1299.99 (per calendar month) to be paid monthly in advance, commencing 1st July 2016 without any deduction whatsoever, from the date hereof. Retainer payments: Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusive to occupy the property on the terms of this Agreement with effect from the 1st September. Deposit: The Landlord acknowledges receipt from the Tenant of the sum for the way of a (holding deposit) will be held paid and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder. Stakeholder: Filport Properties Initials: _____		 (PP)..... Filport Properties SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY (1) <u>[Signature]</u> (2) <u>[Signature]</u> (3) <u>S. Burnett</u> (4)	

LANDLORD AND TENANT ACT 1987		TENANTS DETAILS	
SECTION 48 NOTIFICATION BY LANDLORD OF ADDRESS FOR SERVICE OF NOTICES (Note 1) To: Liam Mallinson, Sam Burnett, Rodney Curtis Tenants Name: Tenants Address: I, your Landlord, Filport Properties hereby give you notice pursuant to s48(1) of the Landlord and Tenant Act 1987 that my address for service of notices (including notices in proceedings) is as follows: Landlords Address: Filport Properties The Coach House 2 Parsonsage Road Withington Manchester M20 4PQ Tel: 0161 445 6656 Dated: Tenant's Signature(s): <u>[Signature]</u> <u>[Signature]</u> <u>S. Burnett</u> Landlords Signature:		HOME ADDRESS PHONE NO COURSE ATTENDING 1. 48 Florence Avenue 0744725567 Media Technology Widsten Bradford 2. 285 Manchester Road 07744748300 Media Tech Tyldesley M29 8RT 3. 9 Wilmet Close, Balkall Common, Economics Coventry, CV77RG 4. 07528 374975	

Extract from the Tenancy agreement for the period 1/7/2017 to 30/6/2018

AGREEMENT	
This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988 as amended under part 3 of the Housing Act 1988.	
Parties:	(A) Filport Properties
(hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlord's agent appointed for the purpose of managing the Premises in the Landlord's absence)	
AND (B)	Joshua Hazlewood, Daniel Scarisbrick, Samuel Millward
(hereinafter called 'the Tenant' (s))	
AND	
Guarantor:	(C)
(hereinafter called 'the Guarantor' (s) and with signature, where necessary, on this agreement required prior to occupation of property or on supporting guarantor agreement document to be attached)	
Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as: 2B Davenport Ave, Withington, Manchester M20 3EY	
(hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'	
Tenancy Date: This agreement is made on 17 November 2016 and where on a joint tenancy, all tenants are jointly and severally liable.	
Term:	The tenancy is for a period of 12 months commencing on the 1 st July 2017 and expiring on the 30 th June 2018 (up to and including).
Agreed Rent:	It is hereby agreed that a rent of £1104.99(per calendar month) to be paid monthly in advance, commencing 1 st July 2017 without any deduction whatsoever, from the date hereof.
Retainer payments:	Applicable/Not Applicable This is a payment equivalent to half rent during July and August months for student properties/tenancies only. Retain payments do not confer any rights of occupancy nor do they prevent the landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenant's the exclusive to occupy the property on the terms of this Agreement with effect from the 1 st September.
Deposit:	The Landlord acknowledges receipt from the Tenant of the sum of £ of the way of a (holding deposit) will be held paid and held by the Landlord or the Landlord's Managing Agent who will act as a stakeholder.
Stakeholder:	Filport Properties
Initials:	

SIGNATURE OF THE LANDLORD OR AUTHORISED AGENT	
.....(PP)..... Filport Properties	
SIGNATURE(S) OF TENANT(S) I/WE HEREBY CONFIRM I/WE HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY	
(1)	J. Hazlewood
(2)	D. Scarisbrick
(3)	S. Millward

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

DocuSign Envelope ID: 4E52662B-8668-4BCE-85ED-A55D51971054			
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: 29 th January 2018			
1.2 Name(s) of LANDLORD(S): Filport Properties			
1.3 ADDRESS of Landlord(s): C/O DMK Properties, Unit 3 Boundary Court, Crossley Road, Heaton Chapel, Stockport, SK4 5GA.			
1.4 Name(s) of TENANT(S): Lydia Mills, Lydia Street, Chloe Higgins			
1.5 ADDRESS of PROPERTY to be LET: 2b Davenport Avenue, Withington, Manchester, M20 3EY			
1.6 Name(s) of Tenant(s) / Occupier(s): Lydia Mills, Lydia Street, Chloe Higgins			
1.7 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc) NONE			
1.9 Initial TERM of the tenancy will be: Twelve Months			
EFFECTIVE FROM: 1 st July 2018			
1.10 Rent: £ 1,430.00 inclusive of water rates, gas, electric, TV Licence & broadband (subject nevertheless as hereinafter provided for, and far usage) per calendar month of the Term. Payable: in advance of each month, to commence on 1 st July 2018, without any deductions whatsoever. If you do not intend to occupy the property until 1 st August 2018, half of the monthly rent is payable on the 1 st July 2018, followed by full rent, commencing on 1 st August 2018.			
1.11 A security DEPOSIT of £100.00 is to be paid on, or before the signing of this agreement.			
1.12 The Deposit is held by The Landlord as a Stakeholder DMK Properties & Filport Properties are members of the Tenancy Deposit Scheme. The Deposit will be held in accordance with clause 5.			

DocuSign Envelope ID: 4E52662B-8668-4BCE-85ED-A55D51971054			
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.			
SIGNATORIES			
The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 10, above.			
Landlord	Filport Properties		
Tenant: 1	Lydia Mills	(Lydia Mills).....	30-01-18 14:13 GMT
Tenant: 2	Lydia Street	(Lydia Street).....	30-01-18 14:21 GMT
Tenant: 3	Chloe Higgins	(Chloe Higgins).....	30-01-18 17:45 GMT

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

DocuSign Envelope ID: 4D35590D-EC5E-4D67-9237-43021E50C28

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: 12th March 2019

1.2 Name(s) of LANDLORD(S):
Filport Properties Ltd

1.3 ADDRESS of Landlord(s):
Unit 3 Boundary Court, Crossley Road, Heaton Chapel, Stockport, SK4 5GA.

1.4 Name(s) of TENANT(S):
Naganathan Apayappirathapan, Alexandra Lawton and Genevieve Alexander

1.5 ADDRESS of PROPERTY to be LET:
2a Davenport Avenue, Withington, Manchester, M20 3EY

1.6 Name(s) of Tenant(s) / Occupier(s):
Naganathan Apayappirathapan, Alexandra Lawton and Genevieve Alexander

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

1.9 Initial TERM of the tenancy will be: Twelve Months
EFFECTIVEFROM: 1st July 2019

1.10 Rent: £1,235.00 inclusive of water rates, gas, electric, TV Licence & broadband (subject nevertheless as hereinafter provided for, and fair usage) per calendar month of the Term
Payable: in advance of each month, to commence on 1st July 2019, without any deductions whatsoever.
If you do not intend to occupy the property until 1st August 2019, half of the monthly rent is payable on the 1st July 2019, followed by full rent, commencing on 1st August 2019.

1.11 A DEPOSIT of £300.00 each is to be paid on, or before the signing of this agreement.

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

DocuSign Envelope ID: 4D35590D-EC5E-4D67-9237-43021E50C28

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.

SIGNATORIES

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

Landlord	DMK Properties	(Landlord signature)	Date signed
Tenant .1	Naganathan Apayappirathapan	Signed by tenant	Date signed 12-03-19 14:15 GMT
Tenant .2	Alexandra Lawton	Signed by tenant	Date signed 12-03-19 09:00 GMT
Tenant .3	Genevieve Alexander	Signed by tenant	Date signed 12-03-19 13:44 GMT

DMK Properties, Unit 3 Boundary Court, Crossley Road, Heaton Chapel, Stockport, SK4 5GA. Tel: 0161 445 9888

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

DocuSign Envelope ID: 3035811A-0D15-49C7-8EAA-8FEC081F8FD5

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) :
Filport Properties Ltd

1.3 ADDRESS for Landlord(s)
c/o Philip James Partnership Ltd, 140 - 151 Burton Road, Didsbury, Manchester, M20 1LD

1.4 Name(s) of TENANT(S) :
Miss Ayden Irving, Miss Megan Williams, Miss Annie Hackett

1.5 Name(s) of Guarantor(s):
Mr Richard Irving, Mrs Catherine Williams, Mrs Monica Hackett

1.6 ADDRESS of PREMISES to be LET :
2a Davenport Avenue
Withington
Manchester
M20 3EY

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 : £1,235.01 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 £1,235.01 by (bankers standing order).

1.11 A security DEPOSIT of £1,425.00 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.
Initials Date.....

DocuSign Envelope ID: 3035811A-0D15-49C7-8EAA-8FEC081F8FD5

Does the noise arise from normal behaviour, and/or is the real problem poor sound insulation between the premises?
• Crucially, would a reasonable person consider the noise 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 the council 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 on: 0161 234 5501

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	(Landlord signature)	Date signed
Tenant .1	Miss Ayden Irving	Signed by tenant	Date signed 10-03-20 10:55 GMT
Tenant .2	Miss Megan Williams	Signed by tenant	Date signed 13-03-20 20:41 GMT
Tenant .3	Miss Annie Hackett	Signed by tenant	Date signed 15-03-20 18:35 GMT

Initials Date.....

Page 21 of 28

DocuSign Envelope ID: 333911A-0015-43C7-9E4A-BFEC081F9F05

• Does the noise arise from normal behaviour, and/or is the noise problem poor sound insulation between the premises?
 • Closely, would a reasonable person consider the noise to be a nuisance, having regard to the circumstances?
 Officers within the Local Authority 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 the council 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 on: 0161 234 5001

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	 Miss Kate Farmer E:KATIE.FARMER@PCF.CO.UK	16-03-20	09:13 GMT
Tenant 1	Miss Ayden Irving	 Miss Ayden Irving E:AYDEN@AYDEN.CO.UK	10-03-20	10:55 GMT
Tenant 2	Miss Megan Williams	 Miss Megan Williams E:MEGAN@MEGAN.CO.UK	13-03-20	20:41 GMT
Tenant 3	Miss Annie Rackatt	 Miss Annie Rackatt E:ANNIE@ANNIE.CO.UK	15-03-20	18:35 GMT

Initials Date

Appendix 2 – Sworn declaration / affidavits provided by Dermott McKenna of Filport Properties Limited (building owner) and Neil Ryder, Branch Manager of Philip James Lettings (managing agents)

We Dermott McKenna of Filport Properties Ltd 8 Mullaghroddan Road, Carland, Dungannon. County Tyrone, NI, BT70 3LU & Neil Ryder, Branch Manager of Philip James Lettings 679-681 Wilmslow Road, Didsbury M20 6RA do solemnly and sincerely declare that:

1. The property known as Flat 2A Davenport Avenue, Withington, Manchester, M20 3EY is solely owned by Dermott McKenna.
2. Philip James Lettings have let and managed Flat 2a Davenport Avenue, Withington, Manchester, M20 3EY since 2011 as a three bed HMO property.
3. For the years 2011 -2019 the property was incorrectly addressed on tenancy agreements as Flat 2B Davenport Avenue, Withington, Manchester, M20 3EY. This was an administrative error and was rectified on the tenancy agreements from 2019 onward.
4. I can confirm that the tenancy agreements submitted for years 2011 -2019 relate to the property Flat 2A Davenport Avenue, Withington, Manchester, M20 3EY and not Flat 2B Davenport Avenue, Withington, Manchester, M20 3EY.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

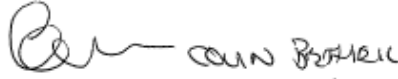


Dermott McKenna



Neil Ryder

DECLARED this 26th day of August 2022

Before me  Alan Bratell
(signature of person before whom declaration is made)

A commissioner for oaths (or) A solicitor empowered to administer oaths or (as appropriate)

pablo + pablo
SOLICITORS

The Old Town Hall,
Lapwing Lane, Didsbury
Manchester M20 2N2

t: 0161 446 1122
f: 0161 446 5352

e: enquiries@pablosolicitors.co.uk
www.pablosolicitors.co.uk

Appendix 2 - Filport Properties Limited Company Information

Cookies on Companies House services We use some essential cookies to make our services work. We'd also like to use analytics cookies so we can understand how you use our services and to make improvements. Accept analytics cookies Reject analytics cookies View cookies GOV.UK Find and update company information Companies House does not verify the accuracy of the information filed (http://resources.companieshouse.gov.uk/serviceinformation.shtml#compinfo) Advanced company search (advanced search) FILPORT PROPERTIES LIMITED Company number 05810053 Follow this company File for this company (https://beta.companieshouse.gov.uk/company/05810053/authorise?return_to=/company/05810053/officers) Officers Persons with significant control (/company/05810053/persons-with-significant-control) Filter officers ☐ Current officers Apply filter 6 officers / 3 resignations	MCKENNA, Dermot Brian Correspondence address 8 Mullaghroddan Road, Carland, Dungannon, County Tyrone, Northern Ireland, BT70 3LU Role Active Secretary Appointed on 9 August 2007 Nationality Northern Irish MCKENNA, Dermot Brian Correspondence address 8 Mullaghroddan Road, Carland, Dungannon, County Tyrone, Northern Ireland, BT70 3LU Role Active Director Date of birth August 1970 Appointed on 9 November 2006 Nationality Northern Irish Country of residence United Kingdom Occupation Director NOLAN, Philip Anthony Correspondence address 30 Lavarna Grove, Terenure, Dublin, Ireland, M21 9LP Role Active Director Date of birth January 1967 Appointed on 9 May 2006 Nationality Irish Country of residence Ireland Occupation Director SHEEN, Helen Elaine Correspondence address 24 Salisbury Road, Swinton, Greater Manchester, M27 5SS Role Resigned Secretary Appointed on 9 May 2006
Resigned on 9 August 2007 SWIFT INCORPORATIONS LIMITED Correspondence address 26 Church Street, London, NW8 8EP Role Resigned Nominee Secretary Appointed on 9 May 2006 Resigned on 9 May 2006 INSTANT COMPANIES LIMITED Correspondence address 1 Mitchell Lane, Bristol, Avon, BS1 6BU Role Resigned Nominee Director Appointed on 9 May 2006 Resigned on 9 May 2006 Tell us what you think of this service (https://www.research.net/r/S78XJMV) is there anything wrong with this page? (feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/05810053/officers) Policies Link opens in new tab Cookies (https://beta.companieshouse.gov.uk/help/cookies) Contact us Link opens in new tab Accessibility statement (https://beta.companieshouse.gov.uk/help/accessibility-statement) Developers Link opens in new tab Built by Companies House © Crown copyright	

Appendix 3 – Land Registry Title Document and Plan showing Filport Properties Limited purchased the property on 23/02/2011

HM Land Registry	Title number GM111751	Edition date 05.12.2018
Official copy of register of title	B: Proprietorship Register continued by the proprietor for the time being of the Charge dated 3 October 2013 in favour of Handelsbanken PLC referred to in the Charges Register.	
	C: Charges Register This register contains any charges and other matters that affect the land.	
A: Property Register This register describes the land and estate comprised in the title. GREATER MANCHESTER : MANCHESTER	1 The land tinted blue on the title plan with other land is subject to a perpetual yearly rentcharge of 13s.4d. created by a Conveyance dated 29 September 1805 made between (1) James Chorlton and others (2) John Bowker and John Hulton (3) Elizabeth Rigby (4) James Bancroft and (5) Lewis Salmon. NOTE: Abstract filed under GM91823. 2 A conveyance of the land tinted pink on the title plan dated 24 April 1885 made between (1) Benjamin Adshead and (2) Ralph Knowles Waller contains the following covenants:- COVENANTS by said Ralph Knowles Waller to bear and pay one half the expense of making flagging and paving for the purposes of a road or street and of repairing and maintaining when so made Davenport Place aforesaid And also one half the expense of maintaining repairing and cleansing such main sewer as aforesaid Not to allow to be erected on any part of said land more than 2 shops or allow any other message which might be built thereon to be converted into or used as a shop or shops of any description. 3 The land in this title with other land is subject to a perpetual yearly rentcharge of 1s.6d. created by a Deed of Grant dated 22 November 1909 made between (1) Ralph Davenport Waller (2) Joseph Roberts Greatorex and (3) Thomas Wilkinson Grace. The said Deed also contains covenants. NOTE: Abstract filed under LA14112 4 Particulars of apportionments of the rentcharge of 1s.6d. created by the Deed of Grant dated 22 November 1909 referred to above are set out in the Schedule of Apportionments and Exonerations hereto. 5 (02.04.2012) REGISTERED CHARGE dated 1 March 2012 affecting also other titles. NOTE: Charge reference GM111751. 6 (05.12.2018) Proprietor: MANDELSBANKEN PLC (Co. Regn. No. 11305395) of 3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG. 7 (02.04.2012) The proprietor of the Charge dated 1 March 2012 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002. 8 (16.10.2013) REGISTERED CHARGE dated 3 October 2013 affecting also other titles. NOTE: Charge reference GM111751. 9 (05.12.2018) Proprietor: MANDELSBANKEN PLC (Co. Regn. No. 11305395) of 3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG. 10 (16.10.2013) The proprietor of the Charge dated 3 October 2013 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.	
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 (23.02.2011) PROPRIETOR: FILPORT PROPERTIES LIMITED (Co. Regn. No. 05810053) of 24 Oswald Road, Chorlton Cum Hardy, Manchester M21 9LP. 2 (23.02.2011) The price stated to have been paid on 4 February 2011 was £98,092. 3 (23.02.2011) A Transfer dated 4 February 2011 made between (1) Mark Dean Michael Brown acting by his LPA receiver, Nick Maxwell and (2) Filport Properties Limited contains purchaser's personal covenants. NOTE: Copy filed. 4 (02.04.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 March 2012 in favour of Handelsbanken PLC referred to in the Charges Register. 5 (16.10.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed	Schedule of apportionments and exonerations	
End of register		

Title number GM111751
1 Improved or apportioned rentcharge: 642 Property description : 2 to 24 (even) Davenport Avenue Nature of deed : Deed of Grant Date of deed : 30 July 1928 Remarks : Abstract issued with Certificate. Abstract filed under LA14112. 2 Improved or apportioned rentcharge: 68 Property description : 2 Davenport Avenue Nature of deed : Deed of Grant Date of deed : 16 February 1953 Remarks : Original issued with Certificate. Abstract filed under LA45812.

H. M. LAND REGISTRY
NATIONAL GRID PLAN SJ 8493 SECTION G GREATER MANCHESTER MANCHESTER DISTRICT Scale 1/1250
Printed and printed by the Director General of the 2-Storey Survey Chancery, Surrey, W8 9AP © Crown Copyright 1967

Appendix 4 - GOV.UK on-line property information relating to Council Tax banding of the two properties at 2 and 2A Davenport Avenue

GOV.UK Check and challenge your Council Tax band		
BETA This is a new service – your feedback will help us to improve it.		
< Back English Cymraeg		
Search results for M20 3EY		
Search again		
Showing 1 - 20 of 26 results Last updated on 7 September 2022		
Address	Council Tax band	Local Authority
2A DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
2 DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
4 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
6 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
8 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
10 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
12 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
14 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
16 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
18 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
20 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
22 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
24 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
26 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
FLAT 1 AT 28 DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
FLAT 2 AT 28 DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
FLAT 3 AT 28 DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
FLAT 4 AT 28 DAVENPORT AVENUE, Manchester, M20 3EY	A	Manchester
30 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester
32 DAVENPORT AVENUE, Manchester, M20 3EY	B	Manchester

GOV.UK Check and challenge your Council Tax band	
BETA This is a new service – your feedback will help us to improve it.	
< Back English Cymraeg	
Property information for 2, DAVENPORT AVENUE, MANCHESTER, M20 3EY	
Local Authority	Manchester
Local authority reference number	0465021
Council Tax band	A
Improvement indicator	No
With effect from	
Mixed-use property	No
Court code	None
What does my property information mean?	
Print this page	
Challenge this Council Tax band	
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GOV.UK Check and challenge your Council Tax band	
BETA This is a new service – your feedback will help us to improve it.	
< Back English Cymraeg	
Property information for A, 2, DAVENPORT AVENUE, MANCHESTER, M20 3EY	
Local Authority	Manchester
Local authority reference number	0465032
Council Tax band	A
Improvement indicator	No
With effect from	
Mixed-use property	No
Court code	None
What does my property information mean?	
Print this page	
Challenge this Council Tax band	
Cookies Accessibility statement Privacy policy Terms and conditions Help us improve GOV.UK Contact Rhedra Wladusethau Cymraeg OGL All content is available under the Open Government Licence v3.0, except where otherwise stated  Crown copyright	

Appendix 5 - Extract from Planning Officer Case Report from previously refused LDC application (Ref. 131501/LE/2021) confirming there are two separate flats in the building and the addresses for them are accepted as being No.2 and No.2A

MANCHESTER CITY COUNCIL	
Planning	
Growth & Development	
Delegated officer report for planning application	
Application no.	131501/LE/2021
Date registered valid:	13 September 2021
Proposal:	Certificate of lawful use of the property as a House in Multiple Occupation (C4 use)
Address:	2A Davenport Avenue, Manchester, M20 3EY
Ward(s):	Old Moat Ward
Applicant:	Mr Philip James Philip James Lettings, 151 Burton Road, Didsbury, Manchester, M20 1LD
Agent (if any):	
Case officer:	Robert Griffin Tel: 0161 234 4527 Email: robert.griffin@manchester.gov.uk
Recommendation:	Refuse
Date of recommendation:	05.11.2021

Application details	
Type of application:	Certificate Lawful Development Existing
Development type:	Certificates of lawfulness
Date of site visit:	None undertaken for this type of application
Standard consultations:	No consultations have been printed and sent.
Neighbour notifications	Printed: 21 September 2021 Expired: 12 October 2021
Site notice	No site notice has been produced
Press advert	No press advert had been published
Departure from Development Plan:	No
Environmental Statement:	Not required
<u>Description of site/building</u>	
Listed building:	Not applicable
Conservation area:	Withington Conservation Area 1983
Tree Preservation Order:	Not applicable
The application relates to a two storey rendered end terrace property on Davenport Avenue in close proximity to the Withington District Centre. The property has a low red brick boundary wall to the front with a small front private yard area. To the rear the property has a single storey outrigger and rear yard leading onto an alleyway serving the rear of the terrace of properties.	

Evidence	
The application relates to a certificate of lawful use of the property as a C4 House in Multiple Occupation prior to the Article 4 direction coming into place in Manchester which removed permitted development changes from a C3 to C4 use on the 8th October 2011. The application form indicates that this use started prior to that date and has continued up to the date of the application submission.	
The applicant has submitted signed tenancy agreements confirming occupation of the property by 3 unrelated individuals. These agreements are for the following timescales: Tenancy Agreements signed 3 tenants 01.07.2012 - 30.06.2013 (2B) 3 tenants 01.07.2013 - 30.06.2014 (2B) 3 tenants 01.07.2014 - 30.06.2015 (2B) 3 tenants 01.07.2015 - 30.06.2016 (2B) 3 tenants 1.07.2016 - 30.06.2017 (2B) 3 tenants 01.07.2017 - 01.07.2018 (2B) 3 tenants 01.07.2018 - 30.06.2019 (2B) 3 tenants 01.07.2019 - 30.06.2020 (2A) 3 tenants 01.07.2021 - 30.06.2022 (2A)	
As set out there are no tenancy agreements to cover the period leading immediately up to the introduction of the Article 4 direction on 8th October 2011 that removed permitted development rights for a change of use from a C3 to a C4 use and the tenancy agreements do not cover a 10 year period. The submitted information is therefore not considered sufficient to grant a certificate of lawful use of the property as a C4 HMO use.	
It is noted that the tenancy agreements for the period 2012 -2019 cover a differing address reference (2B Davenport Avenue) to that contained on the application forms. The applicant indicates that this was an address correction they undertook when taking forward the management of the letting of this property. A review of the governments Council tax pages identifies addresses at 2 and 2A Davenport Avenue and in the absence of other information the explanation of the applicants agent is accepted. However, this does not overcome the deficiency in the provision of an adequate evidence to corroborate the statement in the submitted application form that the property has been rented out as a HMO since purchase in February 2011.	
<u>Human Rights Act 1998 considerations</u>	
This application needs to be considered against the provisions of the Human Rights Act 1998. Under Article 6, the applicants (and those third parties, including local residents, who have made representations) have a right to a fair hearing and to this end the local planning authority must give full consideration to their comments.	
Protocol 1 Article 1, and Article 8 where appropriate, confer(s) a right of respect for a person's home, other land and business assets. In taking account of all material considerations, including Council policy as set out in the Core Strategy and saved policies of the Unitary Development Plan, the Director of Planning, Building Control & Licensing has concluded that some rights conferred by these articles on the applicant(s)/objector(s)/resident(s) and other occupiers and owners of nearby land that might be affected may be interfered with but that that interference is in accordance with the law and justified by being in the public interest and on the basis of the planning merits of the development proposal. She believes that any restriction on these rights posed by the recommendation given is proportionate to the wider benefits of and that such a decision falls within the margin of discretion afforded to the Council under the Town and Country Planning Acts.	
Recommendation: Refuse	
Condition(s) to be attached to decision for approval OR Reasons for recommendation to refuse	
1) The applicant has failed to demonstrate that number 2A Davenport Avenue has been occupied as a small scale house in multiple occupation (Class C4 of the schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) for a continual 10 year period up to the date of the application or that the use was begun immediately prior to 8th October 2011 and that this has continued up to the present time.	

**Appendix 6 – Evidence of original authorised use of building as two flats
(planning permission decision notice Ref. F10141 dated 4th April 1979)**



Planning

Growth & Neighbourhoods Directorate

Register of Applications

Application Reference	Date Registered
F10141	08 Jan 1979

Applicant's Name & Address

M. J. Pyatt
2 Davenport Avenue, Withington, MANCHESTER 20.

Agent's Name & Address (where applicable)

Location

2 Davenport Avenue, Withington.

Proposal

Conversion of shop with living accommodation over into 2 flats.

Ward(s)

Decision

Approved

Date of Decision

04 Apr 1979

Conditions and Reasons:

1) The Manchester City Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1971 that permission has been granted for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted subject to the following conditions: 1. The development must be begun not later than the expiration of five years beginning with the date of this permission. 2. The permission relates to the submitted plans as amended by the applicant on 7th February, 1979. The reasons for the conditions are: 1. Required to be imposed pursuant to section 41 of the Town and Country Planning Act 1971. 2. For the avoidance of doubt.