The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026 (CPO/PLA/10002)

Statement of Evidence of Ross Jones (Senior Development Manager, Cambridge City Council) (**CD 9.2**)

dated 15 September 2026

Contents

1 INTRODUCTION

1.1 Qualifications and experience

1.1.1 I, Ross Jones, am the Senior Development Manager in the Cambridge City Council (the **Council**) Development team. I have been in this role since 6th March 2023. In my role I am part of the development department's management team, working alongside the Assistant Director Development and another Senior Development Manager.

1.1.2 I hold a Bachelor of Science (Honours) degree in Building Surveying from the Nottingham Trent University. I obtained membership of the Royal Institution of Chartered Surveyors (MRICS) in 2005, via the building surveying pathway. I have worked in the built environment for 25 years.

1.1.3 I spent 10 years as a Director of an RICS Regulated firm of Chartered Building Surveyors from 2009 to 2019 providing consultancy services before focusing on development and regeneration from January 2019.

1.1.4 Between 2005 and 2015 I was a consultant member of the National Register of Access Consultants and a member of the RICS Inclusive Environment Consultants scheme providing advice relating to accessibility, inclusive design and equality legislation.

1.1.5 Prior to joining Cambridge City Council I worked for Flagship Homes, the home sales and private rentals arm of Flagship Group, one of the largest housing providers in the East of England. My role was Senior Development Project Manager.

1.1.6 My current role includes leading on key areas of the business plan, managing programme and project risks, managing the team, and bringing forward public sector led housing and other developments from start to finish to deliver high-quality complex projects to time, cost and quality requirements. This includes developments delivered directly by the Council, or via the Cambridge Investment Partnership (**CIP**), which is a 50/50 joint venture partnership with Hill Partnerships Limited (**Hill**).

1.1.7 I am a Senior Manager within the Council reporting to the Housing Leadership and Compliance Boards, and I am a member of the CIP management team and report to the CIP Board.

1.1.8 This Statement of Evidence is made in support of The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026 (the **Order**) in connection with the proposed redevelopment of Hanover Court and Princess Court (the **Estate**), comprising of the demolition of existing blocks and redevelopment to provide the erection of 165 new homes, landscaping, community room, parking and associated works (also referred to in this Statement of Evidence as the **Scheme**). For the purposes of this Statement, I adopt the terminology as defined in the Statement of Case (**CD 1.4**) where not already defined in this Statement of Evidence.

1.1.9 The facts and matters set out in this Statement of Evidence are true to the best of my knowledge and belief. Where reference is made to facts which are outside my knowledge, I set out the source of my information, and I believe such information to be true.

1.1.10 I have been assisted by other professional advisors and officers of the Council with the preparation of this Statement of Evidence.

1.2 Involvement with the Scheme

1.2.1 I have been the Development Manager for the redevelopment of Hanover Court and Princess Court following approval to redevelop being granted by the Housing Scrutiny Committee on 14 March 2023 (**CD 2.1**). My role involves being the Council's lead on the project and co-ordinating the CIP team, as this Scheme will be delivered via the joint venture partnership.

1.2.2 My responsibilities include financial and communications management, risk management, governance and due diligence, design and technical development, planning matters, overseeing decanting activities, followed by contract and programme management. These activities are described in further detail as follows:

(a) Financial management: of the Scheme budget in terms of expenditure, reporting and forecasting, assessing scheme viability using appraisals and current market analysis, construction cost reviews in conjunction with the consultants, overseeing funding applications;

(b) Communications management: updating the local MP, delivering executive and ward Cllr briefings, consulting internal council boards, directors, managers and operational colleagues, responding to press enquiries, liaising with council tenants and residents, local schools and businesses, the University colleges and other interested parties;

(c) Risk management: involving reporting, Scheme specific risk mitigation, and assisting internal assets and compliance colleagues with the management of the existing occupied estate where relevant;

(d) Governance and due diligence: regarding council approvals, legal matters, the development partnership, environmental issues, appointing contractors and consultants;

(e) Design & technical development: co-ordinating the consultant team in conjunction with Hill's technical team and development manager; to balance key priorities and develop a deliverable scheme;

(f) Planning matters: to input into a successful planning process involving pre-application consultations, design panel reviews, working with statutory consultees via the local planning authority, assisting with the preparation of a detailed planning application submission and supporting documents, agreeing the section 106 planning agreement and planning conditions; and

(g) Contract and programme management: post planning and vacant possession – involving construction procurement, executing the building contract and affordable housing agreement, arranging value for money assessments and valuations, understanding the contractors programming and phasing analysis, managing consultant appointments and performance, approval of variations, reviewing costs reports, monitoring delivery against milestones, tracking critical path activities, coordinating dependencies during construction and at practical completion, ensuring compliance with statutory conditions, obligations and regulations, dealing with stakeholder management and overseeing defect management.

1.2.3 Throughout my time working on the Scheme, I have been working alongside Andrew Johnson, the Regeneration Manager and the Regeneration Officer, who has been managing the relocation of existing residents. I also work closely with the Assistant Director of Development at the Council, the consultant team and colleagues at Hill.

1.3 **Scope of Evidence**

1.3.1 I set out the following in my evidence:

(a) An introduction to the Order, which focuses on the necessity to secure vacant possession given that the existing buildings suffer from fire risks and structural issues. Demolition is required, as remediation is not viable. The Council has chosen to redevelop the site to maximise the Council's asset;

(b) Justification for the Scheme, which expands on the risk and condition of the existing buildings and the benefits the redevelopment of the site will provide;

(c) The evolution of the Scheme, focusing on resident and stakeholder engagement, option analysis, and design development;

(d) The efforts taken to negotiate with leaseholders and understand and mitigate impacts on affected parties, including details of communications and offer packages;

(e) The deliverability of the Scheme, including secured approvals and budgets, secured grant funding, executed contracts and steps taken to facilitate the commencement of works on site;

(f) Arrangements to manage the existing Estate, highlighting the measures taken to safeguard resident health and safety and the patterns of increasing anti-social behaviour.

(g) Acknowledgement of the Council's Public Sector Equality Duty (**PSED**), the completion of Equality Impact Assessments (**CD 7.2 and 7.5**), and the practical steps taken to implement the required practices, policies, and procedures;

(h) The provision of responses to the Objectors, focusing on the key issues and concerns; and

(i) The provision of responses to the Statements of Case submitted by two of the Objectors (**CD 5.6 and 5.7**), focusing on the key issues and concerns.

1.3.2 I append to this Statement the following documents:

(a) **Appendix RJ1:**

(b) **Appendix RJ2:**

1.3.3

1.4 Executive Summary

1.4.1 I conclude that, in my professional opinion, the confirmation of the Order will enable the Council to ensure the safety of the remaining residents, eliminate the risk of enforcement action due to fire safety issues, and the redevelopment will provide additional safe and sustainable housing, community facilities, and improvements to the local area.

1.4.2 The existing dwellings have reached the end of their life and are considered moribund. In the absence of redevelopment, the condition of the Estate will continue to deteriorate, and the impact of anti-social behaviour will continue to escalate. The Council are suffering significant financial losses managing the predominantly empty estate.

1.4.3 At the Housing Scrutiny Committee on 20th January 2022, the Executive Councillor for Housing approved a decant process.

1.4.4 The Council's regeneration programme has prioritised acquisition by agreement throughout the development of the Scheme. At the date of this Statement, 38 out of 45 interests (84%) have been acquired by agreement. Three interests are agreed and subject to conveyancing. Four interests are still to be agreed.

1.4.5 Five objections were lodged against the Order; one has been withdrawn, one was non-qualifying, and three have been responded to in detail in my Statement.

1.4.6 The Council has successfully moved 80 out of 82 secure tenant households (97.5%) affected by the Scheme. One household is progressing towards relocation following acceptance of suitable accommodation, with one household to be rehoused. The remaining case involves several complex circumstances.

1.4.7 At the Housing Scrutiny Committee on 14th March 2023 the Executive Councillor for Housing approved the redevelopment.

1.4.8 The Council has an approved redevelopment budget of £31,094,000 for Hanover & Princess Court. Homes England confirmed on 25th August 2026 that funding had been allocated to Cambridge City Council as a Strategic Partner, totalling £96,360,000 to deliver 803 homes under the Social and Affordable Homes

Programme 2026 – 2036 (**Appendix RJ1**). A sum of £8,640,000 will be allocated to the Estate.

1.4.9 Following Home England's decision to allocate grant to Cambridge City Council, I can confirm that the Scheme will include 72 affordable homes. All acquisition costs, and the cost to purchase 72 new affordable homes from CIP, the developer, are fully allocated in the Scheme finances, which include expenditure and revenue. The currently forecast Council spend is £26,181,000, against a budget of £31,094,000. Contingency remains within the budget to cover changes in market conditions or other forecasted costs.

1.4.10 The Council secured grant funding of £975,000 from Round 4 of the Brownfield Land Release Fund 2 (BLRF2.4) on 9th February 2026, for demolition works and the provision of a new sub-station (**Appendices RJ2 and RJ3**).

1.4.11 The proposed redevelopment is the subject of a resolution to grant planning permission, and the decision notice granting permission is expected between October and December 2026. Two planning conditions are being finalised and the section 106 is to be issued for engrossment in September 2026.

1.4.12 A conditional JCT Intermediate Building Contract is in place between CIP and Hill, to progress detailed design works, the demolition of the existing buildings and other enabling works. Site mobilisation and soft stripping activities are programmed for March – April 2027, followed by the demolition of the buildings in July – August 2027, subject to vacant possession and the discharge of pre-commencement planning conditions.

1.4.13 I am not aware of any impediments that would prevent the demolition of the existing buildings and the redevelopment of the Estate, following issue of the expected planning decision notice and securing vacant possession.

2 THE ORDER

2.1 Introduction to the Order

2.1.1 This Statement of Evidence relates to the Order. The Order has been made to enable the Council to achieve vacant possession of the Estate and demolish the existing housing blocks to deliver 165 new homes and a new community centre with a net increase of 38 dwellings and 72 rooms in safe, sustainable, suitably-sized accommodation. Achieving vacant possession and demolishing the existing housing is an appropriate response to Notices of Deficiency served by Cambridgeshire Fire & Rescue Service relating to inadequate fire compartmentation (**CD 6.1 and 6.2**), pursuant to which the Council are at risk of prosecution. Demolition also addresses structural concerns which present risks to residents. The buildings on the Estate cannot be remediated practicably, and redevelopment of the Estate is required.

2.1.2 The existing housing blocks accommodate 127 flats which are deemed moribund as they are no longer viable or suitable for continued occupation or investment.

2.1.3 The Council have committed to prioritising the safety of residents and visitors, by investing £15,300,000 acquiring leasehold interests and re-locating Council tenants, and spending circa £800,00 providing a waking watch as a temporary measure to overcome the fire deficiencies.

2.1.4 The Council is the freehold owner of the Order Land. There were 45 leasehold interests within the Order Land. To date, the Council has successfully acquired a total of 38. Despite the Council's ongoing efforts to acquire the remaining interests by negotiation a total of seven are still to be acquired. Full details of the owners and their outstanding interests are contained in the Schedule to the Order (**CD 1.1**).

2.1.5 There is an ongoing dialogue with all remaining leaseholders about the acquisition of their property:

(a) Three leaseholders have confirmed their preference to move based on an agreed settlement package. To facilitate vacant possession, compulsory purchase powers are sought for these homes, in case of any last-minute refusal to sell to the Council.

(b) Four leaseholders, three resident and one non-resident, are not currently prepared to agree a settlement package and have lodged an objection to the Order. Their objections remain, despite further negotiations and revised offers being made since the objections were made.

2.1.6 Consequently, the Council considers it necessary to utilise its compulsory purchase powers to achieve vacant possession to demolish the buildings on the Estate and facilitate the Scheme. The Council will, nonetheless, continue to engage with all leaseholders and attempt to acquire the remaining interests in the Estate via private negotiation.

2.2 **Council resolutions relating to the Scheme**

2.2.1 At the Housing Scrutiny Committee on 20th January 2022 the Executive Councillor for Housing approved the following:

(a) Commencement of a consultation process for Hanover and Princess Court residents including redevelopment and refurbishment options;

(b) A decant process with immediate effect in advance of a decision on the future of Hanover and Princess Courts; and

(c) The purchase of the leasehold interest of flats in Hanover Court and Princess Court and the issue of Home Loss and Disturbance payments to qualifying Council tenants and Basic Loss and Disturbance payments to qualifying leaseholders affected by the potential redevelopment with immediate effect.

2.2.2 At the Housing Scrutiny Committee on 14th March 2023, the Council's Executive Councillor for Housing granted approval for the redevelopment of the Estate and delegated authority to the Council's Strategic Director to commence with a compulsory purchase order (**CPO**) for the acquisition of leasehold properties in order to facilitate the demolition of buildings within the Estate and subsequent redevelopment (**CD 2.1**).

2.3 **The making of the Order**

2.3.1 On 14 March 2023, the Council made the Order (**CD 1.1**) pursuant to Section 17 of the Housing Act 1985 (the **1985 Act, CD 8.1**) and the Acquisition of Land Act 1981 (the **1981 Act**, **CD 8.6**). The Council is the local planning authority and local housing authority for the Order Land.

2.3.2 The Order was published in accordance with the requirements of the 1981 Act in March 2026 and submitted (along with supporting documents) to the Secretary of State for Housing, Communities and Local Government for confirmation on 8th April 2026.

2.4 **The statutory basis for the Order**

2.4.1 As set out above, the Order was made pursuant to Section 17 of the 1985 Act and the 1981 Act, taking into consideration the Ministry of Housing, Communities & Local Government "Guidance on the Compulsory Purchase Process" (October 2024), which has since been updated with the current version published in June 2026 (the **Guidance**) (**CD 3.2**). Please see Section 6 of the Statement of Case (**CD 1.4**) which details the statutory basis and guidance which the Council had regard to in the lead up to and making of the Order. In summary, the relevant provisions of the 1985 Act are as summarised below:

(a) Section 17(1) – a local housing authority has the power to (i) acquire land as a site for the erection of houses, (ii) acquire houses or buildings which may be made suitable as housing, together with any land occupied with the houses or buildings, (iii) acquire land proposed to use for any purpose authorised by sections 11, 12 and 15(1) of the 1985 Act, and (iv) acquire land in order to carry out works on it for the purposes of, or connection with, the alteration, enlarging, repair or improvement of an adjoining house;

(b) Section 17(2) – this power includes power to "*acquire land for the purpose of disposing of houses provided, or to be provided, on the land or disposing of the land to a person who intends to provide housing accommodation on it or facilities which serve a beneficial purpose in connection with the requirements of persons for whom housing accommodation is provided*";

(c) Section 17(3) – land may be acquired by the authorities set out in Section 17(1) above by agreement, or they may be authorised by the Secretary of State to acquire it compulsorily;

(d) Section 17(4) – the authorities set out in Section 17(1) may "*with the consent of, and subject to any conditions imposed by, the Secretary of State, acquire land for the purposes of this Part notwithstanding that the land is not immediately required for those purposes"; but the authorities "shall not be so authorised to acquire land compulsorily unless it appears to the Secretary of State that the land is likely to be required for those purposes within ten years from the date on which he confirms the compulsory purchase order*"; and

(e) Section 17(5) – this section "*makes provision about the exercise of the function of acquiring land compulsorily under an authorisation under section 17(3) conferred on a combined authority or CCA or two-tier county council that is a strategic authority*".

2.4.2 Some of the key relevant provisions of the Guidance are summarised as follows:

(a) Paragraph 2.8 of the Guidance - "*Compulsory purchase is intended to secure the assembly of all the land needed for the implementation of projects where attempts to acquire the land by agreement have failed. However, an acquiring authority does not need to wait for negotiations with affected parties to break down or for the affected parties to begin to engage with them before starting the compulsory purchase process in parallel with negotiations. Delaying the start of the compulsory purchase process can result in valuable time in progressing a project being lost*";

(b) Paragraph 12.3 of the Guidance - "*Compulsory purchase orders should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement*";

(c) Paragraph 13.3 of the Guidance - "*The acquiring authority should have a clear idea of how it intends to use the land which it is proposing to acquire and show that all the necessary resources are likely to be available to achieve that end within a reasonable timescale*";

(d) Paragraph 15.1 of the Guidance - When a confirmation decision is being taken by the confirming authority, the acquiring authority will need to show that the implementation of the scheme is unlikely to be blocked by any physical or legal impediments;

(e) Paragraph 187.1 of the Guidance – "*empowers local housing authorities to acquire land, houses or other properties by compulsion for the provision of housing accommodation. Acquisition must achieve a quantitative or qualitative housing gain*"; and

(f) Paragraph 188 of the Guidance sets out the information that the authority should include in its statement of reasons information regarding needs for the provision of further housing accommodation in its area." Please Section 6 of the Statement of Case (**CD 1.4**) which sets out this information.

2.4.3 Considering the nature of the proposals and the Guidance, the Council is satisfied that the use of its compulsory purchase powers under Section 17 of the 1985 Act and the 1981 Act is justified to facilitate the Scheme and achieve its objectives. Further details of the justification of the use of compulsory purchase powers are contained in Section 3 of this Statement below.

2.5 **The purpose of the Order**

2.5.1 The purpose of the Order is to facilitate the acquisition of the land necessary to ensure the comprehensive regeneration of the Estate and the delivery of a housing gain.

2.5.2 The history of the Order land is described in greater detail in Section 3 of this Statement below, which sets out that the redevelopment of the Estate is a priority for the Council due to the fire safety risks and structural issues affecting the existing buildings. Pursuant to the Notices of Deficiencies served by Cambridgeshire Fire & Rescue (see Section 3.2.4 below, **CD 6.1 and 6.2**), the ongoing management of the properties on the Estate is unsustainable from a financial and health and safety perspective. These circumstances have reinforced the need for vacant possession of the properties on the Estate.

2.5.3 The Scheme provides a qualitative and quantitative housing gain compared to the existing Estate, as well as several other significant public benefits.

2.5.4 The Council has consulted widely on the Scheme with existing residents and stakeholders and, despite the continued efforts and progress made by the Council in seeking to acquire all interests by agreement, the Council considers that the redevelopment and associated public benefits sought pursuant to the Scheme are unlikely to be achieved within a reasonable timeframe without intervention. Acquisition through the Order is therefore necessary to enable the delivery of the proposed regeneration.

2.5.5 The Council is satisfied, having regard to CIP's resources, its standing as an established housing delivery partner in Cambridge, its reaffirmed commitment to the Scheme and the requirements of the Guidance, that the necessary financial resources to acquire the Estate and undertake the works required to facilitate redevelopment have been secured. As discussed in Section 3 of this Statement below, the Council remains of the view that the Order is necessary to ensure the redevelopment and associated public benefits sought through the Scheme within a reasonable timeframe.

3 JUSTIFICATION FOR THE SCHEME

3.1 Introduction

I set out in this section why having regard to the nature of the proposals and the Guidance, the Council is satisfied that the use of its compulsory purchase powers under Section 17 of the 1985 Act is justified to facilitate vacant possession, followed by the subsequent demolition of the buildings, and redevelopment.

3.2 Existing Estate

3.2.1 Hanover & Princess Court are large dilapidated residential blocks on the Estate linked by an adjoining garage block, owned by Cambridge City Council, and located on a 0.76ha site in central Cambridge. The Statement of Case (**CD 1.4**) contains extensive details regarding the condition of the buildings; I have summarised the issues that I feel are most significant below.

3.2.2 The buildings on the Estate suffer from fire compartmentation deficiencies together with structural and disproportionate collapse risks, that collectively present significant health and safety risks to residents and visitors.

3.2.3 The Council are fully committed to prioritising the safety of residents and visitors and have to date committed circa £15,300,000 in decanting costs to achieve vacant possession. Progress has been considerable, however the Order is required to complete this exercise.

3.2.4 Cambridgeshire Fire & Rescue Service served Notices of Deficiencies on the Council in 2024 (**CD 6.1 and 6.2**), relating to the compartmentation breaches in Hanover Court, a high-risk building. The same construction attributes exist in Princess Court. The Council are at risk of prosecution. The Council implemented a waking watch policy between March 2024 and April 2026 to safeguard residents attracting a cost of over £800,000. Cambridgeshire Fire & Rescue Service deem the waking watch policy a temporary measure available for up to 12 months, so this timeframe has been surpassed.

3.2.5 In April 2026, the Council changed the waking watch to a security patrol upon receipt of fire engineering advice contained in independent Fire Safety Compartmentation Reports conducted on 31 March 2026. The reports recommended that the waking watch could be removed. The reports considered the reduction in occupation, the location of the occupied flats, the risk of fire spread from flats, the external wall construction, the firefighting provisions and the means of escape in making the recommendation. The reports highlighted that it would be reasonable for residents of unaffected flats to stay put and wait instruction from the Fire and Rescue Service. The security patrol is a daily site inspection to control anti-social behaviour.

3.2.6 A consulting engineers report prepared by Millward Consulting Engineers in May 2021 (**CD 6.8**) concluded that the structures are unable to support the required accidental load that a gas explosion would cause presenting a risk of disproportionate collapse.

3.2.7 The buildings remain dilapidated despite £2,500,000 having been spent on structural repairs, fire door replacements, asbestos removal, lift refurbishments, etc. over a 10-year period from 2011 to 2021.

3.2.8 Hanover Court and Princess Court are not suitable for refurbishment due to their form of construction. The buildings are at the end of their design life and ongoing deterioration is likely. It is not practicable to attempt to make the existing buildings on the Estate safe and compliant with modern standards and they are now deemed moribund. The premises are also non-compliant with modern spatial standards and are generally unsuitable for residents with mobility needs. The current layouts encourage antisocial behaviour which directly impacts the safety and enjoyment of the property by its residents and their visitors.

3.2.9 It would not be practicable to attempt to make the existing buildings safe and compliant with modern standards. Instead, demolition is the only viable option.

3.3 Housing in the City

3.3.1 The figures in this Section that are applicable to the Cambridge district are included in appendices to the latest Cambridge Local Plan (**CD 3.4**) and the Council-specific data has been provided by the Council's Housing Advice team (as of 24th August 2026).

3.3.2 The total number of dwellings in the Cambridge district total 57,863, with 7,861 in the Cambridge City Council stock (comprised of 7,134 general needs, 162 temporary accommodation, 481 sheltered and 84 shared ownership).

3.3.3 The total number of substandard dwellings in the Cambridge district are unknown; there are 38 non-decent homes in the Council stock.

3.3.4 The Council has 7,855 residential Council-owned properties comprised as follows: General needs (7,130), temporary accommodation (160), sheltered (481) and shared ownership (84).

3.3.5 The Council's Statement of Case (**CD 1.4**) reported that there were 2,238 households on the Council's housing register, of which 2,118 households require accommodation up to 3 bedrooms (1 bed: 1,348, 2 bed: 378, 3 bed: 392). On 24th August 2026, there were 2,224 households on the Council's housing register, of which 2,088 households require accommodation up to 3 bedrooms (1 bed: 1,349, 2 bed: 359, 3 bed: 380).

3.4 Views expressed by residents

3.4.1 There has been extensive public consultation carried out to inform the design of the re-development proposals.

3.4.2 Public consultation events were held in August 2022 and November 2024 and residents and stakeholders described the buildings as:

(a) "*Ugly and inefficient*";

(b) "*An eyesore*";

(c) “*Horrible and outdated*”;

(d) “*In poor condition, with homes below modern space standards that do not achieve suitable energy efficiency levels*”; and

(e) “*No longer fit for purpose*”.

3.4.3 Further details of resident and stakeholder engagement are included at Sections 4.2 and 4.7 of this Statement below.

3.5 **Housing Gain**

3.5.1 The Guidance requires either quantitative or qualitative housing gain. As set out in this Section 3.5 below, the proposed Scheme achieves both requirements.

3.5.2 The quantitative gain will be achieved as follows:

(a) The existing Estate accommodates 127 existing flats, which historically comprised 82 affordable (64%) and 45 (35%) private right to buy. 165 flats are proposed in the redevelopment Scheme including 72 affordable (44%) and 93 private (56%). As clarified at the Council's Planning Committee in June 2026, the affordable homes are not required by planning policy, and the Scheme will be approved based on 100% private ownership given the undertaking of a viability assessment. Notwithstanding, the Council will deliver 72 affordable homes and has secured Homes England Strategic Partnership Status with funds allocated to the Council. The 44% affordable housing is 4% above the adopted Local Plan (**CD 3.4**) standard of 40%.

(b) A net increase of 38 dwellings will be provided.

(c) There are currently 288 habitable rooms, and 412 habitable rooms are proposed, an increase of 124 rooms.

(d) There are currently 161 bedrooms, and 240 bedrooms are proposed, an increase of 79 extra bedrooms.

(e) There are currently 289 bed spaces, and 388 bed spaces are proposed, an increase of 99 extra bed spaces.

(f) There are 52 existing cycle spaces. 247 allocated secure spaces and 26 visitor spaces are proposed providing a total of 273 cycle spaces. Overall, there will be an increase of 221 cycle spaces.

3.5.3 The qualitative gain will be achieved as follows:

(a) The replacement housing will provide improved quality of accommodation for residents with homes designed and constructed to modern standards. New homes will benefit from high-quality layouts, improved natural light, enhanced ventilation, and superior thermal performance compared with older housing stock. The Development will also incorporate modern construction techniques and materials, reduce ongoing maintenance requirements and ensure that residents have access to safe, comfortable, and durable homes that are better suited to contemporary living requirements.

(b) The provision of modern replacement housing will deliver important health and wellbeing benefits for residents. Improved living conditions, increased levels of natural light, better air quality, and enhanced thermal comfort can contribute positively to both physical and mental health outcomes. More spacious accommodation will also reduce the pressures associated with overcrowding and provide households with greater privacy and personal space, supporting healthier and more enjoyable living environments.

(c) Controlled ventilation will be installed which provides constant fresh air, improving indoor air quality and reducing humidity-related issues. The mechanical ventilation heat recovery systems support occupant health by maintaining clean, filtered air and stable temperatures, which can reduce respiratory issues and improve overall wellbeing.

(d) The interiors will be quiet and peaceful, as the airtight construction will minimise external noise.

(e) The new homes will be significantly more energy efficient than the existing accommodation, incorporating modern insulation standards, efficient heating systems, and sustainable design measures. As a result, residents are likely to benefit from lower household energy costs and improved protection from fluctuations in energy prices. The reduction in energy consumption will also contribute to wider environmental objectives by helping to reduce carbon emissions and supporting the transition towards more sustainable communities. The sustainable specification, known as Cam Standard, will lower carbon emissions.

(f) The proposed homes will meet the Nationally Described Space Standards, ensuring that residents benefit from adequate internal floor space and storage provision. The enhanced space standards will provide more comfortable and flexible living environments, supporting a range of household needs including family life, home working, and changing lifestyle requirements. Compliance with these standards will contribute to a higher quality of living and help ensure that homes remain suitable throughout their lifespan.

(g) The replacement housing will be designed to meet current accessibility requirements, creating homes that are inclusive and capable of accommodating residents with differing mobility needs. Features such as step-free access, wider circulation spaces, and adaptable internal layouts will improve the usability of the homes for older people, disabled residents, and those whose circumstances may change over time. This will support independent living, promote equality of access, and enable many residents to remain within their local community for longer.

(h) The replacement housing will provide a safer residential environment through compliance with current building regulations and fire safety requirements. Modern design standards will improve the overall safety and security of the homes, while carefully designed access arrangements, public spaces, and natural surveillance will assist in creating a secure and welcoming environment. These improvements will help to enhance residents' confidence, safety, and quality of life.

(i) It is hoped that stronger and more sustainable communities will develop based on increased social interaction and community cohesions linked to the welcoming, permeable landscape that fosters community interaction while respecting the need for privacy and quiet retreat. The layout of the existing buildings, their staircases and circulation routes, mean the properties are prone to antisocial behaviour which directly impacts the safety and enjoyment of the property by its residents and their visitors.

(j) The redevelopment will introduce a new pedestrian connection between Bentinck Street and George IV Street, reinstating a historic route that was lost during mid twentieth-century redevelopment. The Scheme introduces a rationalised and legible hierarchy of pedestrian and cycle routes, significantly improving permeability across the site and re-establishing strong connections with the surrounding neighbourhood.

(k) The layout prioritises sustainable and active modes of travel, encouraging walking and cycling as the principal means of moving through and within the site.

(l) The public areas will include a community centre terrace and play on the way corridors, the semi-private areas include a central communal garden space and sensory garden for rest. Pocket spaces including benches are included along the central path network providing restful opportunities for gathering or reflection.

(m) Inclusive access is embedded throughout the landscape design, ensuring that movement across the site is safe, equitable, and welcoming for all users. Seating areas will include wheelchair accessible hard standing zones adjacent to benches to ensure inclusive participation. The play environment and surrounding routes are designed with accessible surfacing and inclusive gradients to support wheelchair use.

(n) The landscape proposals have been developed to embed biodiversity, habitat creation, and ecological resilience throughout the site, the design ensures measurable environmental enhancement alongside high-quality public realm improvements.

(o) The layout promotes passive surveillance, with active frontages and well-overlooked shared spaces helping to deter anti-social behaviour and increase the sense of safety throughout the development.

3.5.4 The Leader of the Council has emphasised the Scheme's sustainability-led design and the significant environmental enhancements that redevelopment will provide in her letter of support for the CPO included at **Appendix RJ4**.

3.6 **Benefits of the Scheme**

3.6.1 I consider that the Scheme will deliver qualitative and quantitative improvements to the existing housing stock to meet local housing need, improve social facilities and environmental amenity, create a safer, more inclusive and attractive neighbourhood, and deliver long-term benefits for residents' health, wellbeing, and community cohesion.

3.6.2 The re-development proposals provide the following benefits:

(a) The efficient use of a brownfield site by providing 165 new homes (a net uplift of 38) in a mix of one to three bed units and replacing outdated and substandard accommodation that suffers from serious building safety concerns;

(b) Replacing poor quality and unsafe housing with sustainable safe new homes designed to meet Cambridge's high sustainability standards to help address local housing need, with modern spacious homes and the provision of 5% wheelchair accessible (M4(3)) flats;

(c) Improving the underused and undesirable existing external areas, with new improved welcoming green and accessible facilities carefully designed to balance public benefits, communal amenities and resident facilities;

(d) The provision of a new community facility and a biodiversity net gain of 20%;

(e) Given the sites central location, it is ideally placed to maximise sustainable travel for residents, reduce pressures on the existing road network and alleviate traffic impacts on the neighbouring schools. This is achieved by removing the existing car parking (177 spaces) with a predominantly car free proposal, along with some accessible parking provision and a shared car club space; and

(f) The generation of jobs and local economy spending during the demolition and construction phase. As part of CIP's Social Value Delivery Plan, we directly support skills development in the construction and development sector. There are set targets of 5% of the workforce to be employed as apprentices, with at least 25% of the workforce being local labour and at least 25% of CIP spend is targeted locally.

3.6.3 The benefits of the Scheme are supported by the Council's Chief Executive who has prepared a letter of supporting for the compulsory purchase order, which is included at **Appendix RJ5.**

4 EVOLUTION OF THE SCHEME

4.1 Introduction

4.1.1 I set out in this Section the evolution of the Scheme by reference to the options considered and why the Scheme was chosen as the most suitable choice.

4.1.2 Resident and stakeholder engagement triggered the evolution of the Scheme and remained a key driver.

4.1.3 In January 2022, before I joined the Council, it was decided to approve a voluntary decant process including the option for tenants to move permanently and for leaseholders to sell their leasehold interest to the Council. The decant process started given the poor condition of the existing properties and the potential safety risks to residents.

4.1.4 In March 2023, the month I joined the Council, the Housing Scrutiny Committee approved redevelopment (Option 4 of the Options Analysis (**CD 7.3**)). It is from this point forward I became the Council lead for the project.

4.1.5 The sections below summarise the resident engagement activities undertaken over a 4-year period between 2021 and 2025, the Council's overall priorities, the options considered, and design development leading to the submission of a Planning Application submission in October 2025.

4.2 Initial engagement with residents and stakeholders 2021-22

4.2.1 Resident engagement was organised through

(a) Letters to residents;

(b) Drop-in sessions;

(c) Direct engagement with individuals;

(d) On-line feedback opportunities;

(e) Two steering group meetings; and

(f) Consultation events.

4.2.2 In November 2021, I have been advised that engagement involved:

(a) A resident engagement event to gain feedback on future options for the Estate;

(b) A webinar, which was attended by 13 residents; and

(c) Surveys being sent to all council tenants and leaseholders, to which 39 responses were received.

4.2.3 In January 2022, engagement has been documented by my colleagues to include:

(a) Letters being sent to tenants and leaseholders to inform that the Council would be seeking approval from the Housing Scrutiny Committee (**HSC**) on 20th January 2022; and

(b) On 25th January 2022, further letters being sent to advise of the outcome of the HSC including details of further options and consultation, the option for tenants to move or for leaseholders to sell to the Council, and access details for a consultation website.

4.2.4 Between February and July 2022, I have been advised that engagement involved:

(a) A letter being sent to residents on 3rd February 2022 to provide detailed information on the process for those interested in moving from the Estate;

(b) Two 'drop-in' events held on the Estate. They were attended by the Estate Housing Officer and Officers from the Councils development team, alongside Ward Councillors at the first event. This provided all residents the opportunity to meet on a one-to-one basis to provide feedback and raise any concerns. The second event was scheduled for more vulnerable residents to communicate in a less busy environment.

4.2.5 Two Liaison Group meetings were arranged. Membership of the group comprised the Tenant Representative for the Estate, four tenants and one leaseholder. Attendance at the second Liaison Group meeting was extended to include the three local Ward Councillors.

4.2.6 A Consultation Working Group was also established with the tenant and leaseholder representatives.

4.2.7 Between August and September 2022, engagement details recorded on our files include the following activities:

(a) Letters posted to residents on 1st August 2022 to outline the options being investigated and the plan to hold two consultation events and a webinar; and

(b) Public consultation events held onsite on 20th August 2022 and 1st September 2022; 75 people attended in person, 12 watched a webinar and several survey responses were received.

4.3 The Council's vision

4.3.1 Cambridge City Council has a vision to lead a united city, 'One Cambridge - Fair for All', in which economic dynamism and prosperity are combined with social justice and equality. This direction is understood and implemented by all Council employees.

4.3.2 In line with this vision, the Council has developed its Corporate Plan for 2022-2027 (**CD 3.7**) which sets out 4 key priorities, being:

(a) Leading Cambridge's response to the climate and biodiversity emergencies and creating a net zero council by 2030;

(b) Tackling poverty and inequality and helping people in the greatest need;

(c) Building a new generation of council and affordable homes and reducing homelessness; and

(d) Modernising the council to lead a greener city that is fair for all.

4.3.3 The Homes for Our Future: Greater Cambridge Housing Strategy 2024-2029 (adopted in June 2024, **CD 3.6**) identifies the following strategic objectives related to housing:

(a) Increasing the delivery of homes, and in particular affordable housing, including Council homes, to meet housing need;

(b) Diversifying the housing market and accelerating housing delivery;

(c) Achieving a high standard of design and quality of new homes and communities;

(d) Improving housing conditions and making best use of existing homes;

(e) Preventing and Tackling Homelessness and Rough Sleeping; and

(f) Working with key partners to innovate and maximise available resources.

4.3.4 When assessing the options for Hanover Court and Princess Court, consideration must be given to ensuring that these strategic objectives are met.

4.4 Options considered and the Options Analysis

4.4.1 The following four options were considered for the site as part of the Options Analysis (**CD 7.3**):

(a) Option 1: Do nothing.

(b) Option 2: Retain the building in existing form and undertake essential repairs.

(c) Option 3: Retain the building and retrofit to achieve enhanced energy standards.

(d) Option 4: Redevelop the blocks through the Cambridge Investment Partnership to provide new homes, including 40-82 affordable homes for rent.

4.4.2 The economic case for each option was considered. This involved critical success factors against which each of the options were evaluated considering quantitative social and economic benefits, based on additionality and sustainability impacts.

4.4.3 The table below summarises the evaluation, with options 3 and 4 being considered for short-listing.

#	Critical Success Factor	Option 1: Do Nothing	Option 2: Essential Repairs	Option 3: Full refurbish	Option 4: Redevelop
1	The buildings should positively contribute to increasing the delivery of homes, and in particular affordable housing				
2	The buildings should contribute to diversifying the housing market and accelerating housing delivery				
3	The buildings should achieve a high standard of design and quality of new homes and communities				
4	The buildings should improve housing conditions and making best use of existing facility				
5	Working with key partners to innovate and maximise available resources				
6	The buildings should meet the required energy efficiency criteria that aligns with Cambridge's ambition to have net zero carbon housing stock by 2030 and reduce energy usage for residents				
7	The buildings should result in a reduction of planned and preventative maintenance costs compared to the current level				
8	The buildings should provide a safe and secure environment for all residents and visitors				
9	The building should be bought up to standard in terms of fire safety compliance				
10	The buildings should provide improved resident amenities and wider community benefits				
11	The project should be financially viable				

4.4.4 The table shows that, at a strategic level, redevelopment (Option 4) is most aligned to meeting the critical success factors, with full refurbishment (Option 3) seen as a possible fall-back position.

4.4.5 A financial assessment was undertaken highlighting that Option 4 was also most favourable, using the essential repairs option as a base case.

Option	NPV	IRR	Difference to base case
Option 2: Essential repairs (base case)	-£13,225,447	-16.2581%	
Option 3: Refurbishment	-£20,401,752	-19.0195%	-£7,176,305
Option 4: Develop 138 units with 40% affordable	-£13,386,421	-2.7752%	-£160,975

4.4.6 The Options Analysis (**CD 7.3**) recommended that the redevelopment option (Option 4) should be the preferred option. This was consistent with the outcomes from the extended resident engagement process.

4.4.7 The priority for the Council was to consider the best interests of residents and to ensure that the Council can provide high quality, sustainable and safe accommodation.

4.4.8 Full details are included in a Jones Lang LaSalle report that supported the Scheme's approval at the Council's Housing Scrutiny Committee in March 2023 (**CD 7.8**).

4.5 **Housing Scrutiny Approval for Development**

4.5.1 On Tuesday 14th March 2023, item ref. 23/20/HSC, titled Update on Hanover & Princess Court Options Appraisal was considered.

4.5.2 The decision of the Executive Councillor for Housing:

(a) Approved the redevelopment of Hanover Court and Princess Court (Option 4 in the Options Analysis);

(b) Approved that delegated authority be given to the Executive Councillor for Housing in conjunction with the Strategic Director to enable the site to be developed through CIP, subject to a value for money assessment to be carried out on behalf of the Council. Development would be through the transfer of the site to CIP and the purchase of completed affordable homes from CIP;

(c) Delegated Authority to the Strategic Director acting on behalf of the Council as the landowner to enter into and complete any planning obligation under section 106 of the Town and Country Planning Act 1990 which is required by the Council in its capacity as the local planning authority, pursuant to the planning application for the development of the site.

(d) Authorised the Strategic Director in consultation with the Executive Councillor for Housing, Chair and Spokes to approve variations to the affordable housing units to be purchased including the number of units and mix of property types, sizes and tenure;

(e) Delegated authority to the Strategic Director to commence CPO proceedings on leasehold properties to be demolished to enable the development, should these be required;

(f) Delegated authority to the Strategic Director to serve initial Demolition Notices under the 1985 Act.

4.5.3 The Cabinet Member for Housing has shown her continuing support for the Order (as demonstrated in **Appendix RJ6**) after her decision in March 2023 to allow the Strategic Director to commence CPO proceedings.

4.6 **Design development**

4.6.1 Pre-application reviews with the local planning authority (**LPA**) were held in June 2021, February 2022, June 2022 and November 2022. The key issues are described in further detail in Paul Belton's Statement of Evidence (**CD 9.4**).

4.6.2 Following the HSC approval to redevelop in March 2023, I was involved in a further five pre application meetings, held in October 2023, February 2024, September 2024, November 2024, and February 2025. The design evolution journey is explained in the Pollard Thomas Edwards' Design & Access Statement dated September 2025 (**CD 4.3**) which was submitted with the Planning Application.

4.6.3 I arranged for the undertaking of a Buildability Assessment (**CD 7.6**) and a Demolition Report (**CD 7.7**) in July and June 2023 respectively to focus on the practical challenges presented by redevelopment.

4.6.4 The Planning Officer arranged a Design Review Panel in November 2024, and a Historic England consultation was completed in April 2025, followed by an accessibility and secure by design reviews in July 2025, led by the architects Pollard Thomas Edwards.

4.7 **Further engagement with residents and stakeholders 2024-25**

4.7.1 The objectives of the engagement activities between June 2024 and July 2025 were to ensure that local residents, businesses, interested parties and elected representatives were made aware of the Scheme proposals and had an opportunity to comment and put forward questions concerning the plans. I list below the activities undertaken to engage with residents and key community and political stakeholders.

4.7.2 In June 2024, I was involved in a youth engagement process in conjunction with Greater Cambridge Shared Planning and St Paul’s Church of England Primary School including two workshops with the objective to provide local children with the opportunity to have a genuine input into the design of the proposed development. I attended both workshops.

4.7.3 In October 2024, engagement in consultation with Concilio (a communications agency) involved the following actions:

(a) Emails with early notification of the consultation sent to key stakeholders;

(b) Briefing offers sent to key stakeholders;

(c) Launch of consultation website;

(d) Email notification of the launch of the public consultation to all identified key stakeholders;

(e) Delivery of 918 flyers to residential and business properties around the Estate, notifying them of the launch of the consultation and the consultation website; and

(f) News article published on the CIP website, with accompanying LinkedIn post, with notification of public consultation.

4.7.4 In November 2024, I was involved in:

(a) A meeting with North Newtown Resident's Association which I chaired; and

(b) An in-person drop-in public exhibition to inform the final design evolution of the Scheme proposals. The consultation process was carried out in accordance with national and local policies and was managed by Concilio. I prepared some of the materials for the consultation, attended the event, and spoke with many attendees during the evening.

4.7.5 In March and April 2025, we met with the local schools, including meetings with St Pauls Church of England Primary School, St Alban's Catholic Primary School and the Stephen Perse Foundation.

4.7.6 I managed the engagement with key political stakeholders, including the local Ward councillors and the Cabinet Member for Housing. I delivered project briefing presentations with councillors in March, June and October 2023, and attended a site visit walkaround in November 2023.

4.7.7 I delivered further project briefings in April and September 2024, and February, July and September 2025 assisted by colleagues, and led a pre-planning committee briefing attended by the Assistant Director of Development in June 2026.

4.8 **Final design (2025)**

4.8.1 The Planning Application was submitted in October 2025; this was a significant milestone.

4.8.2 The Planning Officer's report to Committee highlighted five key issues (loss of trees, design, scale, massing and townscape impacts, heritage impacts, neighbour amenity impacts and affordable housing and viability). I addressed in conjunction with the wider project team any points of clarification during the drafting of the report. The Committee Report (dated June 2026, **CD 2.4**) recommended approval subject to conditions and completion of a section 106 agreement. The current status of the planning application is dealt with in more detail in Paul Belton's Statement of Evidence (**CD 9.4**).

5 EFFORTS TO NEGOTIATE WITH LEASEHOLDERS AND UNDERSTAND AND MITIGATE IMPACTS ON AFFECTED PARTIES

5.1 Introduction

5.1.1 This Section explains the efforts the Council has made to negotiate with those affected by the Order and whose interests are required to deliver the Scheme.

5.1.2 I have had close liaison with the Regeneration Manager regarding the status of the negotiations and have attended the most recent meetings with leaseholders and valuers. I chair regular team meetings including the regeneration manager, regeneration officer and the project management assistants to review outstanding cases, balance workload and input into key decisions.

5.1.3 I append to this Statement:

(a) A schedule of engagement and negotiations with 24 Hanover Court (**Appendix RJ7**);

(b) A schedule of engagement and negotiations with 32 Hanover Court (**Appendix RJ8**);

(c) A schedule of engagement and negotiations with 5 Princess Court (**Appendix RJ9**); and

(d) A schedule of engagement and negotiations with 33 Princess Court (**Appendix RJ10**).

5.2 Cambridge City Council's Regeneration Policy

The Council will continue with its attempts to voluntarily achieve negotiated settlements with all those who own property interests in accordance with the Regeneration Policy (**CD 3.8**), an approach consistent with the Guidance.

5.3 CPO Guidance

5.3.1 The Guidance is clear that acquiring authorities should seek to secure interests by agreement wherever reasonably practicable before relying upon compulsory purchase powers. The team have worked continuously over the three and a half years that I have been at the Council to secure acquisition of the required interests by agreement.

5.3.2 As a Development Team, we are aware that compulsory purchase powers should only be used where necessary, and acquiring authorities are expected to make, and to demonstrate, genuine efforts to acquire the interests required for a scheme by agreement. Our team adopt a dedicated and personal approach to each negotiation.

5.3.3 The Guidance identifies several measures and approaches considered to represent good practice in the promotion and implementation of compulsory purchase powers, including those set out at paragraphs 3 and 17 to 19. Where relevant to the circumstances of the Scheme and the interests affected, the Council has sought to apply those principles throughout the acquisition process.

5.3.4 Table 1 below summarises the principal good practice measures identified in the Guidance and the steps taken by the Council in response. The examples set out are illustrative of the Council's wider approach and should be read alongside the evidence contained elsewhere in this Statement and the accompanying schedules of engagement and negotiations (**Appendices RJ7 – RJ10**).

<u>Table 1</u>: Acquisition by Agreement – Good Practice Guidance

Para.	Guidance	Steps Take by the Council
3	*"In order to reach early settlements, public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant."*	The Council has offered affected leaseholders a valuation undertaken by its appointed valuer following inspection of the property. Leaseholders have also been encouraged to obtain independent valuation and professional advice, with the Council meeting reasonable professional fees. Acquisition offers have subsequently been made having regard to market value, statutory compensation entitlements and compensation payable in connection with relocation and acquisition of replacement accommodation. The Council has maintained ongoing engagement with affected leaseholders and their advisers through meetings, home visits, telephone discussions, email correspondence and virtual meetings. Where relevant to the circumstances of individual cases, the Council has also considered relocation assistance, rehousing options and other support measures intended to facilitate acquisition by agreement.
17.1	*"Undertaking negotiations and engagement prior to, and in parallel with, preparing and making a compulsory purchase order can help build good working relationships with those whose interests are affected."*	At the date of my evidence, the Council has successfully acquired a substantial number of leasehold interests by agreement and has assisted most secure tenant households to relocate from the Estate. A small number of leasehold interests remain subject to active acquisition-by-agreement negotiations.
17.7	*"Agreeing to reimburse owners' and occupiers' reasonable costs of negotiation, or other costs and expenses likely to be incurred in advance of the process of acquisition, can help build relations and help the scheme proceed more efficiently."*	The Council has agreed to meet the reasonable costs of professional valuation and negotiation advice incurred by affected leaseholders. This includes leaseholders who have objected to the Order. In relevant cases, the Council has also agreed to meet other reasonable professional costs where these have arisen as part of the acquisition and negotiation process, including, where appropriate to the circumstances of the individual case,

		specialist taxation advice, reasonable adaptation costs and other professional support measures intended to assist negotiations and relocation.

5.3.5 Table 1 demonstrates the key measures adopted by the Council in pursuing acquisition by agreement throughout the acquisition programme. These measures have included early engagement, ongoing negotiation, reimbursement of reasonable professional costs, consideration of individual circumstances and continued dialogue with affected parties and their advisers. The Council's approach has been consistent with the principles of the Guidance and reflects its commitment to securing acquisition by agreement wherever reasonably practicable before reliance is placed upon compulsory purchase powers.

5.3.6 In accordance with paragraph 19 of the Guidance, the Council has also undertaken the following:

(a) The provision of information via consultations;

(b) Sending information letters explaining what a CPO is, what's involved in the CPO process, notification of confirmation of the CPO and the responsibilities of the Council;

(c) Highlighted available guidance on the Government website;

(d) Providing a dedicated case manager (regeneration officer);

(e) Confirmed the availability of professional advice and links to relevant providers;

(f) Assisted occupiers to find relocation properties;

(g) Provided timeframe updates; and

(h) Committed to fund reasonable costs associated with negotiation and other costs and expenses.

5.3.7 The Council included a list of the measures it has adopted in Section 10.8 of the Statement of Reasons (**CD 1.3**) and Section 10.6 of the Statement of Case (**CD 1.4**). These details and processes remain accurate and open to leaseholders as the Council continues to seek mutually acceptable agreements with each party.

5.4 Acquisition governance and delivery arrangements

5.4.1 The Council has established a dedicated team structure to oversee the acquisition process and support its commitment to securing interests by agreement wherever possible. The principal roles involved in acquisitions and negotiations are summarised below.

5.4.2 Assistant Director of Development

The Assistant Director of Development provides strategic oversight of the scheme as part of the Council's wider development portfolio. Responsibilities include oversight of the acquisition programme and approval of negotiated settlement packages, where required, for both residential and non-residential interests.

5.4.3 Senior Development Manager

As the Senior Development Manager, I provide overall project leadership, and I am responsible for financial management, communications, governance, risk management, due diligence, acquisition negotiations and lease surrenders, planning matters and project management associated with the scheme. I co-ordinate the team to progress the acquisition negotiations and lease surrenders. This involves regular meetings to consider the acquisition and negotiation activity, reviews of outstanding cases and discussion of matters requiring key decisions. This approach ensures that negotiations are regularly monitored and that issues affecting acquisition by agreement are identified and addressed in a timely manner. I also attend consultation events, engage with affected leaseholders and tenants where necessary.

5.4.4 Regeneration Manager

The Regeneration Manager undertakes acquisition negotiations with resident and non-resident leaseholders and is the principal point of contact between the Development Team and the Council's legal advisers in relation to lease surrender and acquisition processes. Responsibilities also include attendance at consultation events, management of negotiation activity and oversight of the Regeneration Officer. This role has been occupied by Andrew Johnson, who has decided to move to a new job outside of the Council. An interim Regeneration Manager was appointed in August 2026 and started work on 19th August 2026, to allow for a transitional and handover period. The interim manager will be the principal point of contact for negotiations up to and after the inquiry and will oversee the recruitment of the permanent position.

5.4.5 Regeneration Officer

The Regeneration Officer provides day-to-day support for the acquisition programme and acts as a key operational contact for affected leaseholders. Responsibilities include liaison with appointed valuers, coordination of valuation inspections, preparation of acquisition offers following receipt of valuation advice and responding to leaseholder enquiries relating to the acquisition process, practical assistance and compensation matters, including disturbance payments.

5.4.6 Project Management Assistant

The Project Management Assistant provides financial and administrative support to the acquisition programme, including administration of home loss payments, disturbance payments, purchase orders and the processing of invoices associated with acquisitions and relocation activity.

5.5 **Valuations**

5.5.1 The Council's approach to acquisition by agreement is informed by independent professional valuation advice. This has been provided by Michael Ashton FRICS (membership number 0846881) of Cambridge Building Surveyors Limited, Future Business Centre, King Hedges Road, Cambridge, CB4 2HY and formerly Westley & Huff Chartered Surveyors, Copley Hill Business Park, Cambridge Road, Babraham, Cambridge, CB22 3GN.

5.5.2 Following inspection of a property, the Council's appointed valuer undertakes an assessment of market value, and the Council makes an offer having regard to market value, statutory compensation provisions and other relevant compensation entitlements.

5.5.3 The Council encourages affected owners to obtain their own independent valuation and professional advice. Reasonable professional fees incurred in connection with negotiations are met by the Council to support informed engagement and facilitate acquisition by agreement.

5.5.4 Where a property owner's appointed valuer advances a different assessment of value, supported by valuation evidence, comparable transactions or other relevant information, the Council's approach is for the respective valuers to engage directly and seek to narrow or resolve any differences through professional discussion and consideration of the available evidence. The Council therefore seeks to progress negotiations through constructive engagement and objective assessment rather than relying solely upon its initial valuation position.

5.5.5 This approach has been applied consistently throughout the acquisition process and reflects the Council's ongoing commitment to securing interests by agreement wherever possible.

5.6 **Rehousing and Relocation Outcomes**

The Council has implemented a comprehensive rehousing and relocation programme in support of the regeneration programme. This has included the rehousing of secure tenants, assistance provided to both resident and non-resident leaseholders and support for affected occupiers throughout the regeneration process.

5.7 **Secure Tenant Rehousing**

As of the date of this Statement, the Council has successfully rehoused most secure tenant households affected by the Scheme (see Table 2 below). One household is currently progressing towards relocation following acceptance of suitable accommodation and only one household remains to be rehoused. The remaining case involves several complex circumstances requiring ongoing engagement with other agencies and support services. The Council continues to work with the relevant partner organisations to identify and secure suitable accommodation in accordance with its rehousing commitments.

Table 2: Secure Tenants (82)

Outcome	Number
Tenants rehoused	80

Tenants in process of moving or with an offer accepted	1
Tenants awaiting rehousing	1
Total secure tenant households	82

5.8 **Acquisition by Agreement**

5.8.1 The Council's regeneration programme has prioritised acquisition by agreement throughout the development of the Scheme.

5.8.2 Interests affected by the Order can be broadly categorised as:

(a) Interests already acquired by agreement;

(b) Interests where acquisition has been agreed and completion is progressing through the legal process; and

(c) Interests where acquisition by agreement has not yet been concluded and negotiations remain ongoing.

The position in respect of each category is summarised below.

5.8.3 Interests acquired by agreement

The Council has successfully acquired a substantial number of interests by agreement. These acquisitions demonstrate the Council's continued commitment to securing interests by agreement wherever possible and have reduced the number of interests requiring acquisition through the Order. The interests acquired at the date of this Statement are set out in the table below.

Table 3: Leasehold interests acquired by agreement (38)

Hanover Court (24)	Princess Court (14)
8, 10, 15, 20, 21, 28, 29, 41, 42, 45, 46, 47, 50, 54, 55, 56, 58, 59, 62, 65, 73, 74, 75, 76	2, 17, 20, 21, 23, 24, 36, 37, 41, 42, 43, 46, 47, 48

5.8.4 Interests subject to agreed acquisition

(a) The Council has also secured agreement in principle, or agreed terms for acquisition, in respect of several interests where formal completion has not yet occurred. In those cases, negotiations have successfully concluded and the principal remaining matters relate to conveyancing, legal documentation, discharge of charges or mortgages, and other completion requirements.

(b) The Council continues to work with the relevant leaseholders, professional advisers and legal representatives to facilitate completion of those acquisitions by agreement. The existence of these agreed transactions demonstrates the Council's continued success in pursuing agreement alongside the compulsory purchase process.

Table 4: Interests subject to agreed acquisition

49 Hanover Court	Conveyancing ongoing
7 Princess Court	Conveyancing ongoing
16 Princess Court	Conveyancing ongoing

5.8.5 Outstanding interests where acquisition by agreement has not yet been concluded

(a) Despite extensive efforts to secure acquisition by agreement, a limited number of interests remain subject to ongoing negotiation.

(b) In each case, the Council has engaged directly with the affected party and their professional advisers, undertaken valuation discussions, considered matters specific to the circumstances of the individual leaseholder and explored a range of measures intended to facilitate agreement. These measures have included acquisition offers, valuation negotiations, relocation assistance, consideration of rehousing options, practical support arrangements and other solutions tailored to the circumstances of the relevant interest.

(c) The Council remains committed to pursuing acquisition by agreement wherever possible and continues to engage actively with the remaining affected parties. However, whilst negotiations remain ongoing, agreement has not yet been concluded in every case, and the Council therefore requires the powers sought through the Order to ensure all interests required for the Scheme can ultimately be assembled should voluntary acquisition not be achieved.

5.8.6 The position in respect of each interest is summarised in Sections 5.9 – 5.12 below. In summary, the four cases taken together illustrate the Council's sustained efforts to secure acquisition by agreement through ongoing engagement with leaseholders and their professional advisers. Whilst the circumstances of each case differ, the evidence demonstrates a consistent approach involving active negotiation, consideration of individual circumstances, provision of professional support where appropriate and the exploration of practical solutions intended to facilitate acquisition by agreement wherever possible.

5.9 **24 Hanover Court**

5.9.1 The Council has sought acquisition by agreement from October 2023 to September 2026. This has involved discussion between valuers, settlement negotiations and regular engagement with the leaseholder and his appointed advisers. This leaseholder made an objection to the Order focused on matters of compensation only, with no further grounds.

5.9.2 A significant milestone was reached in November 2024 when the leaseholder's appointed valuer confirmed acceptance of the Council's acquisition offer, demonstrating that agreement in principle had been achieved. Thereafter, progress towards completion was affected primarily by matters outside the

Council's control, including solicitor instruction issues, difficulties obtaining engagement from the charge holder and matters arising from the leaseholder's financial and mortgage circumstances. The Council nevertheless continued to engage with the leaseholder, his valuer and legal representatives to progress the transaction towards completion.

5.9.3 The Council subsequently agreed to revisit valuation and settlement discussions, fund a further valuation and engage in discussions regarding rehousing options. In response to information provided regarding the leaseholder's financial circumstances and liabilities, the Council confirmed that consideration would be given to the provision of a Council tenancy, subject to agreement being reached on valuation and acquisition terms.

5.9.4 Current position (September 2026): Discussions remain ongoing. The Council previously secured agreement in principle to the acquisition of the property and has continued to engage with the leaseholder following subsequent issues affecting progression towards completion. The Council has maintained dialogue with the leaseholder, his valuer and legal representatives and has sought to address matters raised regarding rehousing, valuation, settlement terms and wider personal circumstances, including discussions regarding the potential provision of a Council tenancy.

5.9.5 The principal outstanding issue identified through the negotiations relates to agreement of the appropriate valuation and compensation package. A revised valuation report submitted by the leaseholder's appointed valuer is currently under consideration by the Council. The Council remains willing to review that valuation evidence and continue engagement with the leaseholder with a view to securing acquisition by agreement and progressing what it considers to be a positive and sustainable rehousing outcome, including the potential offer of a Council tenancy subject to the necessary assessments being concluded. A detailed record of engagement and negotiations is provided at **Appendix RJ7**.

5.10 **32 Hanover Court**

5.10.1 The Council has engaged with the leaseholder and her appointed valuer since August 2023 with a view to securing acquisition by agreement. This has included valuation discussions, acquisition proposals, relocation assistance, meetings, correspondence and consideration of alternative solutions intended to facilitate agreement.

5.10.2 Acquisition offers were made on 21st March 2025 and 5th February 2026. The March 2025 offer was based on the valuation prepared by the leaseholder's appointed valuer which was accepted on a without prejudice basis on 30th April 2025. At that stage, the Council was confident that agreement had been reached. However, matters did not progress. A further offer was made in February 2026 which was not accepted and discussions then focused on a preferred right of return to the Scheme.

5.10.3 From February 2026 negotiations have centred on the leaseholder's preference for a Right of Return arrangement.

5.10.4 In response, the Council developed and presented a detailed Right of Return proposal on 26th June 2026 and engaged with the leaseholder and her valuer regarding its operation and implementation. This included the provision of draft legal documentation, indicative floor plans, indicative market values and responses to detailed questions.

5.10.5 The Council proposed a valuation methodology for the replacement Right of Return home, which reflected the valuation approach previously identified by the leaseholder as her preferred basis for a Right of Return arrangement.

5.10.6 Alongside the Right of Return discussions, the Council have explored equity assistance arrangements and the provision of interim accommodation. In addition, a fall-back acquisition by agreement option was also made available. These options were considered having regard to the leaseholder's circumstances, which has included periods of time spent outside the United Kingdom caring for an elderly parent based abroad.

5.10.7 The Council has continued to engage throughout the negotiation period, noting that there have been extended periods during which the leaseholder was unavailable, for reasons we fully understand and appreciate. Generally, discussions have been maintained with the leaseholder and her appointed valuer, and the Council have responded to matters raised and continue to explore options capable of facilitating acquisition by agreement.

5.10.8 As of September 2026, negotiations remain ongoing. The Council has provided detailed information regarding the proposed Right of Return arrangements, including draft legal documentation, indicative floor plans, indicative market values, and a proposed valuation methodology reflecting the leaseholder's stated preference. Equity assistance arrangements and interim accommodation have been explored as part of the negotiations. Whilst discussions continue, the principal outstanding issues relate to agreement of the valuation and the compensation package necessary to facilitate acquisition by agreement. The Council continues to engage with the leaseholder and her appointed valuer with a view to reaching a negotiated settlement. A detailed record of engagement and negotiations is provided at **Appendix RJ8**.

5.11 **5 Princess Court**

5.11.1 The Council has engaged extensively with the leaseholder since March 2024 with a view to securing acquisition by agreement. Engagement has included multiple acquisition offers, valuation discussions, relocation assistance, correspondence and negotiations conducted directly and through the leaseholder's appointed valuers.

5.11.2 The Council accepted the valuation figure produced by the leaseholder's own appointed valuer and reflected that valuation within a subsequent acquisition offer. In addition, the Council funded the appointment of a negotiating valuer acting on the leaseholder's behalf, considered adaptation requirements, provided relocation assistance and assisted the leaseholder in identifying replacement housing options.

5.11.3 The Council has also considered the leaseholder's health circumstances and confirmed that all reasonable adaptation costs required to facilitate occupation of replacement accommodation would be met by the Council. This is consistent with the approach adopted for both leaseholders and tenants affected by the regeneration programme.

5.11.4 In addition, the Council explored alternative acquisition solutions, including equity assistance arrangements intended to assist the leaseholder in securing replacement accommodation. Negotiations have subsequently continued through the leaseholder and her appointed valuer regarding the appropriate level of compensation and settlement.

5.11.5 As of September 2026, negotiations remain active. The leaseholder's most recent settlement proposal remains above the level reflected in the Council's current offer. The Council's position is that its offer represents an appropriate basis for settlement having regard to market value, statutory compensation provisions and the additional measures made available, including relocation assistance, funding of professional representation, funding of all reasonable adaptation costs and consideration of equity assistance arrangements. The Council remains willing to continue negotiations and pursue acquisition by agreement. A detailed record of engagement and negotiations is provided at **Appendix RJ9**.

5.12 **33 Princess Court**

5.12.1 The Council has maintained engagement with the leaseholder since 2022 through valuation discussions, acquisition offers, correspondence and ongoing engagement with successive professional representatives appointed by the leaseholder.

5.12.2 A key feature of this case has been the leaseholder's residence in the United States and the associated practical and financial considerations arising from a future disposal of the property. Throughout the negotiation period the Council has maintained communication, provided information regarding valuation and acquisition processes and continued engagement through the leaseholder's appointed valuers.

5.12.3 The Council has sought to address concerns regarding the taxation implications of a sale and confirmed its willingness to fund reasonable specialist taxation advice and associated professional costs. These discussions formed part of the Council's wider efforts to address issues raised by the leaseholder concerning taxation and the implications of a property sale whilst resident overseas.

5.12.4 The Council has continued to engage notwithstanding the practical difficulties associated with the leaseholder residing abroad. Discussions have therefore encompassed not only valuation and compensation matters but also professional advice requirements and taxation considerations which may influence any future transaction.

5.12.5 As of September 2026, discussions remain ongoing through the leaseholder's appointed valuer. The Council continues to engage regarding valuation, taxation implications and compensation matters and remains willing to consider any settlement claim submitted on the leaseholder's behalf. Whilst acquisition by agreement has not yet been concluded, dialogue remains active and the Council continues to seek a negotiated settlement. A detailed record of engagement and negotiations is provided at **Appendix RJ10**.

5.13 Conclusion

5.13.1 As detailed above, despite the Council's ongoing efforts to acquire the remaining interests by negotiation, there are leaseholders whose interest in the Order Land the Council has not been able to acquire.

5.13.2 In order to deliver the Scheme and safeguard residents against the risks posed by the existing buildings, it is essential that the Council is able to secure vacant possession of the Order Land and it is unlikely that the Council will be able to agree terms for the acquisition of the remaining interests in the Order Land, or in the event that a resident leaseholder reneged on the sale of their property, the Council would still require the ability to acquire their property.

5.13.3 Consequently, all the remaining interests must be acquired by the Council, and the Council considers it necessary to utilise its power of compulsory purchase to achieve this. The Council will, nonetheless, continue to engage with leaseholders and attempt to acquire the remaining interests in the site via private negotiation.

6 FUNDING AND DELIVERABILITY OF THE SCHEME

6.1 Introduction

6.1.1 I set out in this Section of my evidence the Council's commitment to fund and deliver the Scheme in partnership with CIP. Based on this evidence, I conclude that there are no foreseen financial or other impediments to the Scheme.

6.1.2 Paragraph 14 of the Guidance (**CD 3.2**) requires the acquiring authority to address sources and timing of funding. In respect of the latter, funding should generally be available now or early in the process.

6.1.3 Paragraph 15 of the Guidance (**CD 3.2**) explains that the acquiring authority will need to show that the implementation of the scheme is unlikely to be blocked by any physical or legal impediments.

6.2 Approval to Redevelop

6.2.1 On Tuesday 14th March 2023, the decision of the Executive Councillor for Housing approved the redevelopment of Hanover Court and Princess Court (**CD 2.1**).

6.2.2 The Planning Application was submitted by CIP in October 2025 (**CD 4.1**). CIP, as already mentioned, is a 50/50 joint venture partnership between the Council and Hill. I represent both Cambridge City Council and CIP. CIP is the applicant and developer for this Scheme, a delivery model which has been successfully adopted on a range of completed and current schemes.

6.2.3 On 24th June 2026, the Planning Committee resolved to approve the planning application (Ref. 25/04187/FUL) as per Officer recommendation with amendments as per discussions at committee (**CD 2.4**). The discussions related to the undertaking of the demolition works and minimising disruption to the local schools. An additional condition relating to a site waste management plan and an amended condition relating to demolition were proposed, the latter requiring consultation with the local schools which is progressing and targeting completion by the end of October 2026.

6.2.4 To enable the planning permission to be granted, the section 106 agreement needs to be finalised. The planning officer confirmed (as of 3rd September 2026) that the negotiations and drafting have concluded, and following a final review by the LPA's lawyer, the section 106 can be circulated for engrossment. Draft condition wording has also been circulated covering the demolition of the buildings (condition 30) and the new condition relating to the Site Waste Management Plan (condition 45).

6.2.5 Once the outstanding matters have been resolved, I expect that planning permission pursuant to the Planning Application will be granted.

6.3 Allocated Council budget

6.3.1 The Council's Budget Setting Report 2026/27 Version 2 dated 10 February 2026 (Incorporating Medium-Term Financial Strategy and HRA 30-Year Business

Plan) at Section 7 – Housing Revenue Account (HRA) capital budgets (pages 55 to 62) (the **Budget Setting Report**, **CD 2.3**) confirms the finances allocated by the Council to deliver a 10-year house building programme and the Estate is specifically referenced.

6.3.2 The key details of the Budget Setting Report are as follows:

(a) The 30-Year Business Plan includes capital expenditure of £584,025,000 over the next 10 years on delivering the Council's ambitious plans for building new council homes in the city;

(b) The Council has a strong track record of delivery in this area through its development partnership (CIP);

(c) During 2025/26, CIP handed over 56 council flats at the Meadows and 70 more at Aylesborough Close, which included the partnership's 1,000th home;

(d) The business plan includes reference to the scheme at Hanover Court and Princess Court providing 165 homes including 72 council homes;

(e) The HRA finances its capital programme from several sources, including grants, capital receipts, revenue resources and borrowing;

(f) The Council has secured Homes England Strategic Partnership status with an allocated fund of £96,400,000 for 803 homes (see Section 6.5 of this Statement below);

(g) The Business Plan currently assumes new borrowing of £482,631,000 over the next 10 years, primarily to support the council's £584,025,000 development and acquisition programme. Whilst this is a significant amount, modelling by Savills (the Council's external consultants) has shown that this level of debt is affordable.

(h) Appendix I(b) of the Budget Setting Report (**CD 2.3**) contains the HRA capital plan, Hanover & Princess has an allocated sum of £22,405,000 for the purchase of the affordable homes from CIP as shown in the extract below.

Housing Revenue Account capital plan (£m)	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	Total
Subtotal brought forward from previous page	**5.542**	**2.081**	**2.083**	**2.148**	**2.126**	**2.126**	**2.126**	**2.126**	**2.126**	**2.142**	**2.142**	**26.768**
Energy (stock to EPC 'C')	8.402	9.815	9.815	9.815	9.815	-	-	-	-	-	-	**47.662**
Net zero carbon contribution	-	-	-	-	-	7.200	7.200	7.200	7.200	7.200	7.200	**43.200**
Total other spend on existing stock	**13.944**	**11.896**	**11.898**	**11.963**	**11.941**	**9.326**	**9.326**	**9.326**	**9.326**	**9.342**	**9.342**	**117.630**
New build / redevelopment												
Kendal Way	0.007	0.372	0.081	-	-	-	-	-	-	-	-	**0.460**
Meadows and Buchan Street	1.133	0.004	-	-	-	-	-	-	-	-	-	**1.137**
Colville Road phase III	0.215	-	-	-	-	-	-	-	-	-	-	**0.215**
Aragon Close	0.037	-	-	-	-	-	-	-	-	-	-	**0.037**
Sackville Close	(0.074)	-	-	-	-	-	-	-	-	-	-	**(0.074)**
Aylesborough Close	3.933	0.008	-	-	-	-	-	-	-	-	-	**3.941**
St Thomas's Road	0.002	1.196	0.511	0.001	-	-	-	-	-	-	-	**1.710**
Paget Road	0.006	1.254	0.508	0.002	-	-	-	-	-	-	-	**1.770**
Fanshawe Road	4.363	3.286	0.108	-	-	-	-	-	-	-	-	**7.757**
Princess and Hanover	4.535	7.533	5.646	4.685	0.006	-	-	-	-	-	-	**22.405**
Eddeva Park	2.404	1.072	4.892	-	-	-	-	-	-	-	-	**8.368**
East Barnwell	12.454	13.383	6.590	11.092	6.792	-	-	-	-	-	-	**50.311**
Newbury Farm	10.234	4.283	1.470	-	-	-	-	-	-	-	-	**15.987**
ATS, Histon Road	4.440	2.266	0.386	0.004	-	-	-	-	-	-	-	**7.096**
Ekin Road	3.481	5.016	7.896	7.894	1.579	0.024	-	-	-	-	-	**25.890**
Stanton House	1.833	2.195	4.809	1.094	0.002	-	-	-	-	-	-	**9.933**
Davy Road	1.876	5.858	6.449	2.571	0.024	-	-	-	-	-	-	**16.778**
Subtotal carried forward to next page	**50.879**	**47.726**	**39.346**	**27.343**	**8.403**	**0.024**	**-**	**-**	**-**	**-**	**-**	**173.721**

6.3.3 As the author of the Budget Setting Report, the Council's Chief Financial Officer has affirmed the Council's financial commitment and standing to deliver the 165-unit Scheme, including the provision of 72 affordable homes, following Homes England's decision to award the Council with strategic partnership status in August 2026. I refer to the Statement of Support by the Chief Finance Officer (Section 151 Officer) in respect of the Order dated 11 September 2026 included at **Appendix RJ11**.

6.3.4 The Council has an approved redevelopment budget of £31,094,000 for the Estate.

6.3.5 Homes England confirmed on 25th August 2026 that funding had been allocated to Cambridge City Council as a Strategic Partner, totalling £96,360,000 to deliver 803 homes under the Social and Affordable Homes Programme 2026 to 2036 (**Appendix RJ1**). A sum of £8,640,000 will be allocated to the Estate. Following Home England's decision to allocate grant to the Council, I can confirm that the Scheme will include 72 affordable homes.

6.3.6 All acquisition costs, and the future purchase cost of 72 new affordable homes from CIP (developer), are fully allocated in the Scheme finances, which include expenditure and revenue. The currently forecast Council spend against budget is £26,181,000.

6.4 One Public Estate Brownfield Land Release Funding

6.4.1 The Council successfully applied for grant funding from Round 4 of the Brownfield Land Release Fund 2 (BLRF2.4), delivered on behalf of the Ministry of Housing, Communities and Local Government (MHCLG) by the One Public Estate (OPE)

Programme. The MHCLG have supported the scheme by awarding grant funding of £975,000 in February 2026, for demolition works and the provision of a new sub-station (**Appendices RJ2 and RJ3**).

6.4.2 The first funding contract milestone was achieved in March 2026. This required a conditional contract to be in place with a delivery partner (CIP) for the demolition works. Subsequently, the grant monies have been transferred to the Council.

6.4.3 The Council were invited to attend the OPE Board meeting on 16th March 2026 to present the scheme and have subsequently been invited back to provide an update to the Board on 8th October 2026, which coincides with the final date of the public inquiry in respect of the Order.

6.5 Homes England Funding

6.5.1 On 25th August 2026 the Council's Strategic Partnership bid under the Social and Affordable Homes Programme 2026 to 2036 was approved (**Appendix RJ1**).

6.5.2 Funding of £96,360,000 has been allocated for the Council to deliver 803 homes under the programme. The bid submission included homes at the Estate.

6.5.3 The Strategic Partnership – Grant Agreement (Local Authority) was issued on 1st September 2026 by Homes England to the Council. The grant agreement and a Legal Opinion letter are being prepared by the Council's legal team to facilitate sealing, prior to return of the contract to the Homes England affordable housing grant contracting team.

6.5.4 On 22nd October 2026 the Council will be attending a strategic partnership inception meeting with Shahi Islam (Director of Affordable Housing Grants), Ruth Ryan (Assistant Director of Affordable Housing Delivery), Ailsa Yeoman Evans (Head of Affordable Housing Delivery) and Vanessa Alchin (Senior Manager and Contract Lead) at Homes England.

6.6 Proposals for delivery

6.6.1 CIP has a proven track record of implementing all the planning permissions it has obtained across the city over the past 9 years. Further details of CIP's delivery programme are provided at Section 6.7 of the Statement of Case (**CD 1.4**).

6.6.2 A conditional JCT Intermediate Building Contract is in place between CIP and Hill dated March 2026, to progress detailed design works, the demolition of the existing buildings and other enabling works. The commencement of works on site will proceed once the planning permission decision notice is issued and vacant possession is achieved.

6.6.3 A new electric point of connection has been secured from UKPN to upgrade the electricity supply into the site to serve the new Development.

6.6.4 A Building Control full plans submission is to be submitted by the end of September 2026.

6.6.5 The drafting of the JCT Design & Build Contract for the new development is ongoing, and the Employers Requirements have been recently agreed.

6.6.6 The fall-back land transfer and main build contract execution deadline is September 2027.

6.6.7 Site mobilisation and soft stripping activities are programmed for March – April 2027, followed by the demolition of the buildings in July – August 2027, subject to vacant possession and the discharge of pre-commencement planning conditions.

6.7 Conclusion

The Scheme has secure funding, and I do not consider there are any likely impediments to delivery. The Council has an approved budget with appropriate contingency, the Brownfield Land Release Fund grant has been received to undertake the demolitions works, and the Homes England grant will be drawn down once the main build contract is executed and works are on site, in accordance with Homes England requirements.

7 EXISTING MANAGEMENT

7.1 Introduction

The Council continues to comply with its obligations to maintain the safety of the residents living on this Estate and within Council-tenanted homes. Planned capital investment however has ceased due to the poor condition of the premises, that cannot be practically remediated, or subject to viable refurbishment.

7.2 Waking watch and security

7.2.1 Due to the findings of the Fire Risk Assessments (**CD 6.3 - 6.6**), the Council took a decision to implement a waking watch procedure on 8th March 2024 at a monthly cost of £34,000 to safeguard residents against potential fire risks associated with inadequate compartmentation arising from the construction of the existing buildings. The waking watch involved two persons being onsite 24 hours a day to undertake hourly patrols of each housing block, who in the event of a fire would provide early warning to the households of the occupied flats and notify the Fire & Rescue Service.

7.2.2 The waking watch remained in place for two years, until the end of March 2026, accruing to a total cost of circa £800,000.

7.2.3 In April 2026, the Council changed the waking watch to a security patrol upon receipt of fire engineering advice contained in independent Fire Safety Compartmentation Reports conducted on 31 March 2026. The reports recommended that the waking watch could be removed, considering the reduction in occupation, the location of the occupied flats, the risk of fire spread from flats, the external wall construction, the firefighting provisions and the means of escape in making the recommendation. The reports highlighted that it would be reasonable for residents of unaffected flats to stay put and wait instruction from the Fire and Rescue Service. The security patrol is a daily site inspection to control anti-social behaviour.

7.2.4 The Council have spent circa £20,000 - £30,000 making appropriate areas of the buildings on the Estate safe via security screens (doors, windows and corridors) to deter anti-social behaviour whilst maintaining safe access and egress for the remaining residents.

7.3 Anti-social behaviour

7.3.1 The garage block was subject to an extensive fire on 20th January 2025. The fire was contained to the garage block and residents remained safe. A recent fire in August 2026 required further attendance from Cambridge Fire & Rescue Service. Anti-social fire risks will continue until the premises are vacated and hoarded and the buildings on the Estate demolished.

7.3.2 Anti-social behaviour is escalating; squatting activities are regularly addressed in the garages and in the external communal areas. Regular vandalism and security breaches have posed ongoing challenges impacting the lifts, for example, that are required to remain operational.

7.3.3 The reoccurring anti-social behaviour, despite the Council's best efforts to manage issues that arise, poses health and safety risks to the remaining occupants.

7.3.4 The Council’s Assistant Director of Housing and Health outlines the existing management issues in her letter of support for the Order which is appended at **Appendix RJ12.**

7.4 **The Garages**

The garages have been vacated following the serving of notices on all parties who had a licence to occupy in August 2026.

8 PUBLIC SECTOR EQUALITY DUTY AND HUMAN RIGHTS

8.1 Introduction

8.1.1 This section of my Statement provides details in respect of how the Council has had regard to the PSED and human rights in respect of the Order.

8.1.2 I was a consultant member of the National Register of Access Consultants requiring an understanding of the PSED introduced by the Equality Act 2010 (the **EA 2010**, **CD 8.5**), and the former Disability Equality Duty (DED) under the Disability Discrimination Act 1995. I provided access consultancy services to local authority clients, and designed, specified and managed access related works.

8.1.3 The Council's Regeneration Manager and Regeneration Officer directly manage the arrangements and interfaces with residents; I oversee key actions and decisions.

8.2 Equalities

8.2.1 Section 149 of the EA 2010 (**CD 8.5**) established the general equality duty which all public authorities are required to exercise as part of their functions, having due regard to the following:

(a) Eliminate discrimination and victimisation of persons that share the characteristics protected under section 4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation;

(b) Advance equality of opportunity between people who share those protected characteristics and people who do not; and

(c) Foster good relations between people who share those characteristics and people who do not.

8.2.2 Considering the Council's PSED and as part of the proposed regeneration of the Estate, the Council has been working closely with residents to ensure they are consulted on all aspects of the new Development, and that needs are considered.

8.2.3 The housing assessment undertaken for secure Council tenants is in accordance with the Council's PSED and ensures that a tenant is offered a new home suitable for their needs. For example, adaptations to properties for elderly or disabled secure Council tenants can be made by the Council prior to the tenant moving in or they can claim costs separately for adaptations.

8.2.4 Private tenants requiring and requesting assistance will be assessed by the Council's Housing Advice Team, should they not be eligible for assistance under the Council's Lettings Policy.

8.2.5 In undertaking both engagement and negotiation with tenants and leaseholders, the Council's Regeneration Team have become aware that some residents hold protected characteristics. There may be other protected characteristics that have not been identified, or which residents may not wish to disclose.

8.2.6 The Council identified that the use of CPO powers may potentially have a detrimental effect or disproportionate impact on persons who share a relevant protected characteristic, particularly individuals with disabilities/medical conditions and the elderly. These parties may face greater challenges in relocating and there will be greater importance placed on retaining existing support networks. The Council has balanced these potential equality impacts against the benefits of the redevelopment, and the benefits realised by these parties being relocated from unsafe to safe housing.

8.3 Equalities Impact Assessments

8.3.1 As part of the Council's governance and approval gateway procedures Equality Impact Assessments (**EqIAs**) are required to be undertaken.

8.3.2 An initial EqIA was prepared in 2023 prior to securing Housing Scrutiny Committee approval for redevelopment. Additional EqIAs were prepared in February and June 2026 (**CD 7.2 and 7.5**).

8.3.3 The Council have a EqIA tool/template that assists officers to consider relevant matters when completing the assessment, supplemented by guidance on the Council intranet pages. The Council also has a Community Equity Team that provide guidance and a peer review checking service.

8.4 **Outcome of the EQIAs**

8.4.1 The Council has adopted several measures to mitigate the impact of relocation on secure Council tenants, including:

(a) Assistance and support in locating and securing suitable alternative accommodation.

(b) The housing assessments undertaken for secure Council tenants are in accordance with the Council's Public Sector Equality Duty (PSED) and ensures that a tenant is offered a new home suitable for their needs. For example, adaptations to properties for elderly or disabled secure Council tenants can be made by the Council prior to the tenant moving in, or they can claim costs separately for adaptations.

(c) The Council arranges an Occupational Therapist (OT) assessment for tenants when a need is identified and will liaise with Social Care to ensure care packages are adjusted where required.

(d) The Council ensures reasonable adaptations are carried out within the new home in line with OT assessments.

(e) Financial and resettlement support is provided.

(f) Council tenants can choose their new home from a range of properties advertised, including new build properties and those located close in the immediate area, to minimise any increase in travel distances.

(g) Older tenants have the option to move to sheltered housing; with the reassurance and support this can provide for those living alone.

(h) The offer of floating support from the Council's Independent Living Service is made available for older people.

(i) Costs are met of a full removals package including packing assistance where needed, alongside disconnection and reconnection of household appliances.

(j) Redecoration and flooring costs are met.

(k) Specialist support provided is by the Council's Tenancy Sustainment Service, if required.

(l) Advice and guidance is available from a dedicated Regeneration Officer assigned to the estate.

(m) Translation services or offers of translation are in place for all residents who do not speak English as their main language. Translation and interpretation provision is available when specific tenant engagement is undertaken.

(n) Residents are provided with the opportunity to share information regarding their faiths/beliefs as part of the HomeLink assessment process.

(o) Moving home is regarded as a change of circumstances for residents in receipt of benefits (including means-tested benefits such as Housing Benefit and Universal Credit). The Council has a financial inclusion team that provides dedicated advice in respect of Universal Credit and can support residents in completing change of address applications or in undertaking a trial calculation of benefit entitlement prior to any move.

(p) Although there is a cost impact during the relocation process, all reasonable costs are reimbursed or paid in advance by the Council to ensure that a resident does not face any financial hardship because of moving home.

8.4.2 The Council has also adopted several measures to mitigate the impact of relocation on leaseholders and private tenants, including:

(a) All leaseholders can instruct their own RICS valuer for negotiation purposes, with reasonable costs reimbursed by the Council. Negotiations are undertaken with due regard to the Council's PSED obligations.

(b) Assistance and support in locating and securing suitable alternative accommodation.

(c) Advice and guidance from a dedicated Regeneration Officer assigned to the estate

(d) Provision of compensation for special adaptations required for eligible elderly or disabled leaseholders.

(e) Offers of specialist floating support are available from the Council's Independent Living Service for older people.

(f) The provision of a shared equity scheme for qualifying leaseholders is arranged, in accordance with the Council's Regeneration Policy, which is more than the statutory compensation entitlement.

(g) Private tenants requiring and requesting assistance will be assessed by the Council's Housing Advice Team, which may include a housing duty or matching to a tenancy with a private landlord following a financial assessment. Following assessment, should the Council have a housing duty then this will include allocation into a suitable property.

(h) Consideration will also be given to matching the private tenant to suitable properties in the private sector, following financial assessment.

(i) Translation services or offers of translation are in place for any residents who do not speak English as their main language. Translation and interpretation provision is available when specific leaseholder negotiation is undertaken.

(j) Residents are provided with the opportunity to share information regarding their faiths/beliefs as part of the HomeLink assessment process.

8.5 **Practical examples**

8.5.1 The practical implementation of the PSED in relation to relocating tenants and leaseholders has involved physical works to properties, making alternative arrangements, providing bespoke services, appropriately supporting individual residents, and actively and consciously considering equality impacts.

8.5.2 Initial resident engagement activities in 2022 included drop-in sessions, a separate session was scheduled for more vulnerable residents to communicate in a quieter more comfortable environment.

8.5.3 Two tenants were offered sheltered accommodation (over 60s) because of their age and mobility.

8.5.4 Physical alterations were agreed, arranged and financed as part of the settlement packages with two households to ensure their onward properties meet their specific user needs. The works included new features such as level access showers and general bathroom alterations.

8.5.5 A tenant moved into a dedicated accessible property of M4(3) classification. They were a part-time wheelchair user, and their mobility would likely get worse in the future, so the Council considered the tenants longer term circumstances in its decision making and property allocations process.

8.5.6 Our regeneration team have attended viewings with tenants and leaseholders to provide help due to their protected characteristics (age and mental health). Assistance has also extended to helping an elderly tenant to go shopping and select flooring as well as assisting a leaseholder complete paperwork.

8.5.7 Occupational Therapist assessments have been arranged for various tenants to assess mobility needs ensuring that allocated properties are suitable i.e. relocated in ground floor properties.

8.5.8 The regeneration team have completed referrals to Tenancy Sustainment Services to support tenants while moving, and afterwards.

8.5.9 The Council have worked with Mind to support vulnerable tenants with mental health. We have also worked closely with social services and the Older Peoples Mental Health team to facilitate moves.

8.5.10 Removal arrangements were arranged on behalf of a resident to allow for packing and unpacking services due to mobility issues.

8.5.11 A transgender tenant wished to change their pronoun on their new tenancy.

8.5.12 Translator services have not been required for any residents on this scheme.

8.6 **The proposed Development**

8.6.1 The new buildings will include the following specification:

(a) All housing within the proposals is designed to Building Regulations Approved Document M4(2) with 5% of the affordable homes designed to M4(3): Category 3 wheelchair accessible standards.

(b) Four homes will be delivered as Part M Category 3 (wheelchair user dwellings). These are all affordable homes, located at ground floor level and each benefit from its own private garden. To support independent living, each of these homes will also have a dedicated accessible parking bay. The route from the parking bays to the lifts is step free and level.

(c) All internal corridors providing access to the flats are a minimum 1500mm wide, in compliance with Approved Document M.

(d) All other homes in the scheme will meet Part M Category 2 standards, providing a higher level of accessibility suitable for a broad spectrum of residents and visitors, including older people, those with limited mobility, and some wheelchair users.

(e) Every block includes a lift, ensuring level access to all homes from the street to the front door. This is particularly important for families with young children in buggies, residents recovering from injury, or those who are able-bodied but may struggle with stairs.

(f) The design supports people at all stages of life, enabling residents to remain in their homes as their needs evolve.

8.6.2 The homes have been designed to include:

(a) 1500mm clear width for turning circle in entrance hall of home, maintained for 1800mm in entrance hall.

(b) 300mm nib to leading edge of doors.

(c) Minimum 200mm to following edge of doors.

(d) Minimum 850mm clear opening width of doors.

(e) Clear width of circulation is a minimum 1050mm, with 1200mm when approach to door is not head on.

(f) A space within living area for wheelchair charging and transfer with power socket.

(g) Each bathroom has level access shower with clear access zones and turning circle.

(h) Principal bedroom to be 13. 5sq.m, a minimum of 3000mm wide.

(i) Single bedroom to be 8. 5sq.m, minimum of 2400mm wide.

(j) Each flat has a private balcony, minimum 1500mm clear depth with a turning circle free from the door swing.

(k) All residents have level access to shared landscaped gardens with seasonal planting, seating and shade.

8.6.3 The Councils Employers Requirements include a dedicated wheelchair housing specification that has been developed in conjunction with the County Council Occupational Therapists.

8.6.4 All M4(3) homes will require a housing needs assessment prior to the end user moving in so that the new homes meet the specific needs of the individual resident.

8.6.5 An Occupational Therapist will be invited to review and undertake scenario testing of the facilities to ensure they are accessible for persons with disabilities.

8.6.6 A third-party access consultant will provide a detailed access audit for the completed scheme.

8.7 Human Rights

8.7.1 In writing this Section on human rights, I have taken legal advice from the Council's solicitors, supplementing my own working knowledge of human rights matters.

8.7.2 The Human Rights Act 1998 (the **1998 Act**, **CD 8.9**) incorporated into domestic law the European Convention of Human Rights (the **Convention**, **CD 8.4**).

8.7.3 Section 6 of the 1998 Act (**CD 8.9**) prohibits public authorities from acting in a way which is incompatible with the rights and fundamental freedoms set out in specified provisions of the Convention (the **Human Rights**).

8.7.4 The Council acknowledges that Human Rights have been engaged in making the Order and that the Order will have an impact on the Human Rights of those affected. Those Human Rights include those under Article 6 (right to a fair and public hearing to determine a person's civil rights), Article 1 of the First Protocol (right to peaceful enjoyment of possessions) and Article 8 (right to respect for private and family life including a person's home).I have reviewed the Guidance in respect of Human Rights and the following sections are of particular relevance:

> *"2.10 When making and confirming a compulsory purchase order, acquiring authorities and confirming authorities ……should be sure that the purposes for which the compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected.…….."*
>
> *"12. An acquiring authority should be sure that the purposes for which the compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected. Particular consideration should be given to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of a dwelling, Article 8 of the Convention…."*

8.7.5 I am advised that Article 1 and 8 are qualified Human Rights, meaning that they can be restricted or interfered with but only where such restriction or interference is in the public interest for specific reasons. The interference must be lawful, proportionate and for a legitimate aim.

8.7.6 I have carefully considered the impacts on property owners affected by the Order, in the context of Article 1 of the Convention (**CD 8.4**), which provides for the peaceful enjoyment of possessions. Article 1 further provides that no one shall be deprived of possessions except as provided for by law or where it is in the public interest. I consider that the Order will strike a fair balance between the private loss of property and the public interest in securing the implementation of the Scheme, which I have discussed in detail above in section 3.

8.7.7 Article 8 of the Convention (**CD 8.4**) provides that everyone has the right to respect for their private and family life and that there shall be no interference by a public authority with the exercise of this right except in accordance with the law, where there is a legitimate aim and where it is fair and proportionate in the public interest. I consider that any interference caused by the Order will fall within these exceptions having regard to the public benefit which will accrue from the Scheme.

8.7.8 The Council have been conscious of the need to strike a balance between the rights of the individual and the interest of the public. Throughout the process the Council has considered the effect of the Articles and decided that in light of the significant public benefit that would arise from the Scheme and the nature of the

Order Land, it is in the interest of the wider community to make the Order over and above the interests of any individuals affected. I remain of this view.

8.7.9 I consider that the interference with the Convention rights is strongly justified in order to secure the economic, social, physical and environmental regeneration that the Scheme will bring. I am advised that appropriate compensation will be available to those entitled to claim it under the relevant statutory provisions if agreement is not reached with the remaining residents.

8.7.10 Having regard to the matters set out in Section 3 of this Statement above, a compelling case in the public interest exists for the confirmation of the Order. In my opinion, interference with Human Rights, is justified in order to secure the economic, social and environmental benefits which the Scheme will bring, namely the creation of new, well-designed, high-quality homes aimed at improving the quality of life for existing and future generations living in the area. I am also satisfied that the significant level of public consultation (see Section 4 above and also the Statement of Evidence of Paul Belton, **CD 9.4**) and a robust, fair offer to residents in the Estates (see section 5 above), means the Scheme minimises the interference with the rights of those affected.

8.7.11 I address specific issues raised in respect of Human Rights, in particular Articles 1 and 8 in the Response to Objections section below.

8.7.12 I am aware that Article 6 of the Convention (**CD 8.4**) is also engaged by the CPO process. I am advised that Article 6 (right to a fair and public hearing) is an absolute right, meaning it cannot be interfered with at all. I am advised that it is considered that the statutory procedures relating to compulsory purchase, which give the right to object and provide for routes of legal challenge, are sufficient to satisfy the requirements of this Article.

9 RESPONSE TO OBJECTORS

9.1 In total, 5 objections were received to the Order. Four objections were from leaseholders with interests in 24 and 32 Hanover Court and 5 and 33 Princess Court, and one was from a utility assets company.

9.2 The Council received confirmation from Shakespeare Martineau Solicitors on 11th August 2026 that the objection from the utility assets company (Objector 4) had been withdrawn.

9.3 24 Hanover Court's objection concerned matters of compensation only, with no further grounds raised, and therefore is not a qualifying objection for the purposes of the public inquiry (hereafter called the **Non-qualifying Objector**). The Planning Casework Unit confirmed on 22nd April 2025 that the Non-qualifying Objector's objection (**CD 5.5**) has been disregarded. Nonetheless, we address the Non-qualifying Objector's concerns at paragraph 9.7 below to the extent that it refers to engagement undertaken and packages offered.

9.4 Two Statements of Case were received from Objectors 1 and 2 (**CD 5.6 and 5.7**).

9.5 I have sought assistance from the Regeneration Manager in responding to some of the objections below, I believe the information provided by the Regeneration Manager to be true and accurate.

9.6 Where the objection relates to planning matters, it has been addressed by Paul Belton in his Statement of Evidence (**CD 9.4**). I therefore address all other aspects of the objections made.

9.7 **Non-qualifying Objector – Objection dated 21 April 2026 (CD 5.5)**

9.7.1	***Ground 1:*** *"The Council has changed leaseholders for structural repairs to the freehold, which constitutes a breach of the lease. Leaseholders, including myself, have been required to pay sums in excess of £10,000 for works that should not have been charged to us. Compensation offers were made over a year ago, before planning permission had been granted and before any updated valuation. I therefore withdraw any prior acceptance and formally object to the amount offered. I require a proper, up-to-date valuation and a suitable relocation package for both myself and my daughter."*
9.7.2	**Response:** To assist with the Non-qualifying Objector's request for an offer of a Council tenancy based on financial hardship, the Council has agreed to meet the cost of an updated valuation of the property, which has now been received and is under consideration alongside a review of the leaseholder's financial circumstances. Through ongoing engagement, the leaseholder has disclosed significant financial liabilities which the Council is considering as part of its assessment. The Council will now progress consideration of the leaseholder's eligibility for a Council tenancy, having regard to the information provided. Whilst that assessment has not yet been concluded, and no formal decision has yet been made; the Council considers that the information currently

	available suggests a reasonable prospect of achieving a suitable rehousing solution through this process.

9.8 **Objector 1 (32 Hanover Court)** - Objection dated 22 April 2026 (**CD 5.1**)

9.8.1	**Ground 1: The acquiring authority has not demonstrated that there are sufficiently compelling reasons to seek compulsory purchase powers at this stage** *"The Government Guidance on the Compulsory Purchase Process (January 2025) requires an acquiring authority to demonstrate that there are sufficiently compelling reasons for powers to be sought at the time the Order is made and confirmed, and that there are no obvious impediments to implementation within a reasonable timescale. In this case, as I understand it, planning permission for the redevelopment scheme has not yet been granted. The planning application remains undetermined. An undetermined planning application is a material impediment. Until planning permission has been granted, there is no sufficient basis for the Secretary of State to conclude that the scheme will in fact proceed, and therefore no sufficient basis to override property rights by way of compulsory acquisition at this stage. Confirming the Order in advance of the planning decision would, in my respectful submission, be premature.*"
9.8.2	**Response:** In this objector's Statement of Case (**CD 5.6**), it is explained that this ground of objection is no longer pursued in its original form given that there is now a resolution to grant planning permission.
9.8.3	**Ground 2: Insufficiently demonstrated public interest and disproportionality in this individual case** *"While I acknowledge that the Council asserts a housing-led public interest case, the existence of public benefits in the abstract is not enough. The relevant question is whether, on the facts of this case, there is a compelling case for overriding my rights as a resident owner-occupier at this stage. That scrutiny is especially important where the acquisition is intended to facilitate onward delivery through a development partnership involving a private sector housebuilder. In my submission, the Council has not demonstrated that the interference with my rights is proportionate at this stage, given that planning permission remains undetermined, the practical operation of the asserted "right of return" has not been secured in my case, and the mitigation and compensation arrangements do not yet place me in an equivalent position."*
9.8.4	**Response:** Planning permission is expected to be granted between October and December 2026 following the engrossment of the section 106 agreement and

	the conclusion of the drafting of two planning conditions following a consultation exercise with the local schools. A draft legal document has been circulated offering a right of return option. Ongoing communications and meetings have progressed the details associated with the right of return option, including the valuation, identified property options, temporary accommodation costs, the mechanism available to bridge any equity gap etc. The Council are striving to secure agreed heads of terms as soon as practicable. I consider that the Council has demonstrated a compelling case in the public benefit that justifies interfering with the Objectors' property rights. All the benefits of the Scheme are detailed in my evidence. The preferred right of return option inclusive of interim accommodation costs and an equity proposal, together with the alternative fallback financial settlement option, is intended to place the Objector in an equivalent position. The finer details associated with both options are still being negotiated.
9.8.5	**Ground 3: The acquiring authority has failed to apply its own published Regeneration Policy consistently, and has failed to offer adequate mitigation for the impact on me** "*Cambridge City Council's published Regeneration Policy commits the Council to offering a right of return, through shared equity or shared ownership where necessary, to leaseholders and freeholders displaced by CPO-driven regeneration schemes. The Council expressly confirmed the application of this policy to residents of the Ekin Road estate in its decision and press release of June 2024, which stated that "Leaseholders and freeholders also have a right to return once the estate has been redeveloped" and that "consideration will be given to a shared equity option for displaced leaseholders and freeholders where this would make their return possible financially." Despite repeated requests, the Council has refused to offer me a satisfactory or workable right of return and has not explained in writing why my circumstances are materially different from those of residents at Ekin Road. In accordance with the principle recognised in R v North and East Devon Health Authority ex parte Coughlan [2001] QB 213, a public authority cannot depart from a published policy that gives rise to a legitimate expectation without good reason. The Council's refusal to apply its own policy to me is a material matter going to whether the Order should be confirmed, and the absence of meaningful mitigation materially increases the interference with my rights*."
9.8.6	**Response:** The preference for a right of return was shared in April 2026; previous negotiations focused on a financial settlement. Subsequently, the Council has continued to engage with the leaseholder and her appointed valuer regarding the detailed terms and operation of the arrangement, and those discussions remain ongoing.

	The Council has not failed to apply its right of return policy as it is actively pursuing this option. This is the first right of return request made to CIP and/or the Council and consideration of the practicalities of how it would operate has been necessary. This process involves other parties with interests in CIP (the developer) who will be managing the construction and sales of the market homes. Since publication of the Statement of Case (**CD 1.4**), the Council has undertaken further work to develop the proposed return arrangements taking account of matters raised by the leaseholder and her appointed valuer. This has included the provision of draft documentation, indicative floor plans, indicative market values, consideration of valuation methodology and responses to detailed questions regarding implementation of the proposal. Whilst agreement has not yet been reached on all aspects of the proposed Right of Return arrangements, the Council has continued to explore options and refinements with a view to identifying an arrangement that is capable of implementation and acceptable to the parties. The Council therefore considers that discussions regarding a Right of Return remain active and continue to form part of the wider negotiations aimed at securing acquisition by agreement.
9.8.7	***Ground 4: The Order would amount to a disproportionate interference with my rights under the European Convention on Human Rights*** *"The Order engages my rights under Article 8 (respect for home and private and family life) and Article 1 of the First Protocol (peaceful enjoyment of possessions) of the European Convention on Human Rights, given effect in domestic law by the Human Rights Act 1998. I have lived in this property as my main home for over twenty years. I have established community ties and practical arrangements that are rooted in this specific central Cambridge location. The replacement housing market in this part of Cambridge is materially different from the ex-council leasehold market, and the interference proposed by the Order is permanent and irreversible. The Secretary of State's decision of September 2016 in relation to the Aylesbury Estate compulsory purchase order (London Borough of Southwark) established that, in the context of estate regeneration, compensation and mitigation arrangements that fail to allow long-term resident leaseholders to remain in their area may constitute a disproportionate interference with Convention rights. The same considerations apply here. Without proper mitigation and a deliverable right of return — which the Council has declined to provide — the interference with my rights is disproportionate to the public interest pursued by the Order."*
9.8.8	**Response:** The Council acknowledges the leaseholder's concern regarding the potential impact of relocation on established community connections, support networks and day-to-day arrangements built up over a lengthy period of residence within the area.

	The Council has sought to mitigate those impacts through the acquisition and rehousing proposals discussed with the leaseholder. In particular, the Council has engaged with the leaseholder and her appointed valuer regarding a proposed Right of Return arrangement, which has been developed in response to the leaseholder's expressed preference to maintain a connection with the area following regeneration. The proposed arrangements are intended to provide the leaseholder with an opportunity to return to accommodation within the completed Development, subject to the terms of the proposed Right of Return arrangements. In addition, the Council has considered a range of supporting measures designed to assist the leaseholder in managing the transition process. These have included consideration of interim accommodation and alternative assistance measures, including equity assistance arrangements, having regard to the leaseholder's individual circumstances and periods spent outside the United Kingdom in connection with caring responsibilities. The Council has therefore sought to identify and develop arrangements intended to mitigate the impacts of relocation and maintain the leaseholder's connection with the area. Whilst agreement has not yet been reached on all aspects of the proposed arrangements, discussions regarding the Right of Return and associated mitigation measures remain ongoing as part of the wider negotiations aimed at securing acquisition by agreement. I am advised that the Aylesbury Estate decision referred to by the objector was quashed by the High Court and subsequently redetermined.
9.8.9	**Ground 5: The acquiring authority has not taken reasonable steps to acquire my interest by agreement** "*Paragraph 2 of the Government Guidance on the Compulsory Purchase Process (January 2025) requires an acquiring authority to demonstrate that "reasonable steps have been taken to acquire all of the land and rights included in the Order by agreement." Compulsory acquisition is expressly to be treated as a last resort. In my case, the Council has refused to engage on the application of its own Regeneration Policy to my situation and has failed to address the practical reality that replacement accommodation in this area is not available within the valuation basis proposed. I have engaged constructively throughout; the Council has not reciprocated in a manner that could properly be described as reasonable steps to acquire by agreement*."
9.8.10	**Response:** The Council recognises the leaseholder's concern regarding the availability of replacement accommodation within the area and the relationship between local property values and the proposed valuation basis associated with the Right of Return arrangements. In response to those concerns, the Council has sought to provide information regarding properties available for purchase within the local area. This has

	included the provision of details of properties actively being marketed, enabling the leaseholder to consider the availability, type and value of accommodation that may be available at the relevant time. The properties identified were less than the compensation sum offered and the Council's view is that these would be affordable based on the information available to it. The Council has also sought to address this issue as part of the ongoing discussions regarding the proposed Right of Return arrangements by providing indicative information regarding replacement homes within the proposed development and a financial viability assessment incorporating indicative market values. These discussions have formed part of the wider negotiations concerning the proposed valuation methodology and the operation of the Right of Return arrangements. The Council therefore considers that the issue raised by the leaseholder has been actively explored through the negotiation process and remains one of the matters under discussion between the parties. Whilst agreement has not yet been reached regarding the valuation and compensation package, the Council has continued to provide information and engage with the leaseholder and her appointed valuer regarding the availability and affordability of replacement accommodation within the area.
9.8.11	**Ground 6: My individual circumstances warrant specific scrutiny** "*The grounds above apply to the Order generally, but I wish to draw particular attention to my own circumstances as a long-term resident owner-occupier. I have lived in this property for over twenty years. I currently frequently travel abroad to care for an elderly and frail parent. These circumstances place me in a position that the acquiring authority's standard approach has not adequately addressed, including in relation to timing, continuity of housing, and the practical ability to secure replacement accommodation within Cambridge. The individualised impact of this Order on me is a proper matter for inquiry*."
9.8.12	**Response:** The leaseholder has advised the Council that she has lived in the area for an extended period and spends significant periods outside the United Kingdom in connection with caring responsibilities for an elderly parent. These matters have formed part of the discussions between the Council, the leaseholder and her appointed valuer regarding the acquisition process and the proposed Right of Return arrangements. The proposed Right of Return arrangements have been developed in response to the leaseholder's preference to maintain a connection with the area following regeneration and are intended to provide an opportunity to return to accommodation within the completed development, subject to the agreed terms of those arrangements. Discussions have also considered the practical implications of identifying and securing replacement accommodation whilst balancing periods of overseas travel associated with the leaseholder's caring responsibilities. In this context, the Council has explored a range of potential support measures, including

	consideration of interim accommodation and alternative assistance arrangements, as part of the wider negotiations. These matters remain relevant to the ongoing discussions regarding the proposed Right of Return arrangements and the wider acquisition package.

9.9 **Objector 2 (5 Princess Court)** - Objection dated 23 April 2026 (**CD 5.2**)

9.9.1	**Ground 1: Disability, Health and Accessibility Considerations** "*I have significant health conditions and accessibility-related needs which are directly relevant to both the assessment of compensation and the suitability of any alternative accommodation. I submit that insufficient regard has been had to these matters by the acquiring authority to date. The compensation offered does not enable me to secure suitable equivalent accommodation within Cambridge that meets my identified needs. This results in a disproportionate impact on me as an individual and does not adequately secure reasonable equivalence in housing outcomes. These matters engage duties under the Equality Act 2010 and require a proper and individualised assessment. I would welcome continued engagement with the acquiring authority to ensure these needs are properly understood and reflected in any revised proposal*."
9.9.2	**Response:** The Council acknowledges that the leaseholder has health-related and accessibility requirements and accepts that such matters are relevant to both relocation and the selection of suitable replacement accommodation. Throughout the negotiation process, the Council has sought to understand and take account of the leaseholder's circumstances. Discussions have included the leaseholder's accessibility requirements, the type of accommodation that may be suitable to meet those requirements and the practical measures available to support relocation. The Council has consistently confirmed its willingness to meet all reasonable adaptation costs required to facilitate occupation of suitable replacement accommodation. This approach is not limited to the leaseholder's case but forms part of the wider assistance available to affected leaseholders and tenants within the regeneration programme. The Council's position has therefore been that reasonable adaptation costs should be addressed through the provision of appropriate support and funding, rather than forming part of the market value assessment of the existing property. In addition to meeting reasonable adaptation costs, the Council has provided a range of assistance measures intended to facilitate relocation. These have included funding of independent valuation and negotiation advice, relocation assistance, practical support with identifying replacement accommodation

	and consideration of alternative acquisition solutions, including equity assistance arrangements. The Council has also made a number of acquisition offers during the course of negotiations. More recent offers have reflected not only statutory compensation principles but also additional assistance measures and settlement proposals which were made in an effort to secure acquisition by agreement and to respond to matters raised by the leaseholder during negotiations. The leaseholder's health and accessibility requirements have formed part of the matters considered during the acquisition and negotiation process. Those matters have informed the assistance, support measures and accommodation options discussed with the leaseholder and her professional advisers. Discussions regarding valuation, compensation and relocation arrangements nevertheless remain ongoing.
9.9.3	**Ground 2: Inadequacy of Compensation and Equivalent Accommodation** "*I submit that the compensation offered is insufficient to enable me to secure reasonably equivalent accommodation within the same locality. In particular, the failure to recognise the functional need for an additional room or equivalent space means that, in practical terms, I cannot obtain comparable accommodation. As a result, the principle of equivalence is not currently met, and I will not be placed, so far as money can do so, in a position equivalent to my current home. I remain open to discussion regarding a revised valuation or adjusted offer that would properly address this issue*."
9.9.4	**Response:** The Council acknowledges the leaseholder's position that the compensation package offered to date is insufficient to secure what she considers to be equivalent replacement accommodation within the locality and notes that she remains willing to engage in further discussions regarding a revised offer. The two most recent properties identified on the open market were situated near the Estate (at St. Paul's Walk, next to St Paul's Church and Community Centre and at Highsett, Hills Rd) and were available at a purchase price materially below the value of the settlement package offered. Throughout the negotiations, the Council has sought to address this issue through a range of measures intended to facilitate acquisition by agreement. In particular, the Council accepted the valuation figure produced by the leaseholder's own appointed valuer and reflected that valuation within a subsequent acquisition offer which was based on a two-bedroom property to acknowledge medical needs, noting that the leaseholder acquired a 1-bedroom flat from the Council, which has been sub-divided to create two rooms.

	The Council has also confirmed its willingness to meet all reasonable adaptation costs required to facilitate occupation of suitable replacement accommodation. The Council's acquisition proposals have therefore reflected not only the valuation evidence accepted by the Council, including the valuation provided by the leaseholder's own appointed valuer, but also a range of additional compensation and support measures intended to address matters raised during negotiations. The leaseholder's health and accessibility requirements have formed part of the matters considered during the acquisition and negotiation process. Those matters have informed the assistance, support measures and accommodation options discussed with the leaseholder and her professional advisers. Discussions regarding valuation, compensation and relocation arrangements nevertheless remain ongoing.
9.9.5	**Ground 3: Deficiencies in Valuation Process** "*I submit that aspects of the valuation process lack transparency and procedural clarity, including:* *Initial agreement for an independent valuation process* *Contact by the acquiring authority with my independent valuer without my knowledge or consent* *Reliance on a revised lower valuation* *Issuance of a revised valuation during ongoing engagement without adequate explanation* *These matters have undermined confidence in the independence and fairness of the valuation process. I respectfully request clarification to restore confidence in the integrity of the process*."
9.9.6	**Response:** The Council notes the leaseholder's concerns regarding the valuation process. Throughout the acquisition process, the Council has sought to progress negotiations on value through independent professional valuation advice and engagement between the respective valuers. The leaseholder has exercised her right to appoint an independent valuer. Where differing views arose regarding valuation matters, these formed part of the normal negotiation process and were considered through correspondence and discussions between the parties.

	Once a leaseholder has appointed a valuer to represent them, it's not unusual for the Council, or the Council's valuer, to initiate direct contact with the leaseholder's valuer to discuss valuation matters. The Council ultimately accepted the valuation figure produced by the leaseholder's own appointed valuer and reflected that valuation within a subsequent acquisition offer. As a result, the valuation figure contained within the leaseholder's independent valuation has formed the basis of the Council's later negotiations and offers. The Council has therefore sought to progress the matter based on valuation evidence advanced on the leaseholder's behalf, whilst continuing discussions regarding compensation, relocation assistance, accessibility requirements, adaptation costs and other measures intended to facilitate acquisition by agreement.
9.9.7	**Ground 4: Incorrect Allegations and Verification of Facts** "*I have been alleged to have misled the independent valuer regarding the classification of the property, particularly in relation to the second bedroom. I deny this allegation. I have acted transparently throughout. In my submission, it was for the acquiring authority to verify lease and planning status prior to reliance on valuation assumptions. Any misunderstanding in this regard should not be attributed to me. I remain willing to assist in clarifying any outstanding factual matters to support resolution*."
9.9.8	**Response:** The Council notes the leaseholder's position regarding the information provided to the valuer and does not consider it necessary or appropriate, for the purposes of the CPO process, to determine responsibility for any misunderstanding relating to the classification of the property. During negotiations, questions arose regarding the sub-division of a bedroom by the construction of a partition wall to create two bedrooms, and the basis upon which the property had been described within the valuation evidence. In response, the Council reviewed the valuation information available and sought clarification regarding the planning, leasehold and physical circumstances of the property. The Council's concern was not directed towards the conduct of the leaseholder but towards ensuring that any valuation relied upon for acquisition purposes was based upon an accurate understanding of the property and the relevant permissions relating to alterations undertaken within the flat. The Council continued negotiations with the leaseholder and her professional representatives and accepted the valuation figure produced by the leaseholder's valuer based on a two-bedroom flat due to the Objector's medical needs requiring a two-bedroom flat in the long term. The recent offer

	is based on a two-bedroom property even though her current property is considered by the council to be a one bed bedroom property. The valuation issue did not prevent the Council from continuing discussions or engaging with valuation evidence advanced on the leaseholder's behalf.
9.9.9	**Ground 5: Consistency in Assessment and Equal Treatment** "*I have concerns regarding the consistency of approach to lease interpretation and property classification across affected properties within the scheme. In my case, issues arose concerning classification of the property and treatment of the second bedroom, which materially affected valuation assumptions. I respectfully request confirmation that consistent standards have been applied across comparable properties, as this is fundamental to ensuring fairness, transparency, and equal treatment*."
9.9.10	**Response:** The Council's approach has been to assess affected properties on the basis of their individual physical characteristics, legal status and the valuation evidence available in each case. Valuation assessments undertaken on behalf of the Council are informed by inspection of the property, relevant leasehold information where applicable, and market evidence available at the time of valuation. In this case, questions arose during negotiations regarding the treatment of the partition wall and the basis upon which the property had been described within the valuation evidence. As a result, clarification was sought regarding the physical and legal circumstances of the property to ensure that any valuation relied upon for acquisition purposes was based upon an accurate understanding of the relevant facts. The Council's concern in this respect was directed towards the valuation assumptions being applied rather than any broader issue of differential treatment between properties. Where valuation issues arose, they were considered through the normal negotiation process between the respective valuers, supported by professional valuation evidence and discussion. Importantly, the Council subsequently accepted the valuation figure produced by the leaseholder's own appointed valuer and reflected that valuation within a later acquisition offer. The valuation evidence advanced on behalf of the leaseholder therefore informed the Council's subsequent negotiations and offers. The valuation assessments across the Scheme have been undertaken having regard to the individual circumstances of each property and the evidence available in each case. Where questions have arisen regarding valuation assumptions, the Council has sought to resolve those matters through professional dialogue between valuers and consideration of the

	supporting evidence, consistent with its wider acquisition-by-agreement approach.
9.9.11	**Ground 6: Engagement and Decision-Making Process** "*While I recognise the complexity of the scheme, I have concerns that insufficient weight has been given to individual circumstances in the decision-making process to date. I respectfully encourage continued engagement to ensure that my personal circumstances are properly and fairly reflected in any final outcome*."
9.9.12	**Response:** During negotiations, the leaseholder and her professional advisers have raised several matters relating to her individual circumstances. These have included health and accessibility requirements, adaptation needs, relocation considerations and the practical implications of securing suitable replacement accommodation. These matters have formed part of the ongoing discussions between the parties. The Council has confirmed its willingness to meet all reasonable adaptation costs associated with suitable replacement accommodation, has funded independent valuation and negotiation advice and has considered additional assistance measures, including equity assistance arrangements, as part of the wider negotiations. The Council has also sought to engage with the leaseholder regarding accommodation options and other support measures that may be relevant to her circumstances. Information provided by the leaseholder and her professional advisers has formed part of the matters considered during negotiations. The leaseholder's individual circumstances continue to form part of the information exchanged and considered during negotiations. The Council remains willing to engage with the leaseholder and her appointed advisers and to consider relevant information provided in support of the ongoing discussions regarding valuation, compensation and relocation arrangements. I therefore do not agree that insufficient weight or consideration has been given to this objector’s personal circumstances. At the date of this Statement, discussions remain ongoing and these matters continue to form part of the acquisition-by-agreement process.
9.9.13	**Ground 7: Legitimate Expectation: Temporary Buyback / Rehousing Option During Move-Out Phase** "*During the initial consultation and move-out engagement phase, I was informed that affected residents would have the option to agree a purchase price for a property within the scheme area, enabling continued residence*

	within the locality. My understanding was that this was a time-limited and practical arrangement, whereby: a purchase price would be agreed at the point of relocation / move-out, and residents would secure accommodation within the scheme area at that agreed value, rather than at a later redevelopment stage when market values may have increased. This was not understood as a long-term return option, but as a temporary buyback / rehousing mechanism linked to the relocation phase, intended to preserve housing continuity and affordability within the scheme area. This formed a material part of my understanding and engagement with the process. The subsequent withdrawal of this option without adequate explanation or meaningful re-consultation has undermined confidence in the fairness and transparency of the process. I would welcome clarification as to whether any equivalent arrangement remains available."
9.9.14	**Response:** The Council notes the leaseholder's understanding of earlier discussions regarding potential opportunities to remain within the area following regeneration and acknowledges the importance that the leaseholder attaches to remaining within the locality. During negotiations, the Council has explored a range of options intended to facilitate acquisition by agreement and support the leaseholder in securing suitable replacement accommodation. These have included discussions regarding financial settlement, relocation assistance, adaptation costs and alternative assistance measures, including equity assistance arrangements. The Council's records indicate that the issue of alternative arrangements to support the purchase of replacement accommodation was discussed with the leaseholder's appointed representative. During those discussions, it was indicated that the leaseholder's preferred approach was to pursue a financial settlement rather than alternative assistance arrangements. The Council also understands that the leaseholder subsequently advised that she would not wish to proceed based on an equity assistance arrangement. The Council has therefore continued negotiations based on the options and preferences communicated during discussions with the leaseholder and her appointed advisers. Whilst alternative approaches have been considered, negotiations have principally focused on the valuation, compensation and settlement package sought by the leaseholder. The Council remains willing to engage with the leaseholder and her professional advisers regarding any proposals advanced as part of the ongoing acquisition-by-agreement discussions. However, at the date of this Statement, the Council's understanding is that the principal focus of negotiations remains the financial settlement package sought by the leaseholder rather than alternative assistance mechanisms previously discussed.

9.9.15	**Ground 8: Health and Wellbeing Impact** "*The ongoing uncertainty and handling of this process has had a significant adverse impact on my health and wellbeing. It has contributed to heightened anxiety and a deterioration in my asthma condition, including episodes of severe breathing difficulty requiring medical attention. These impacts are directly linked to the stress and uncertainty arising from the process and should be properly taken into account as a material consideration*."
9.9.16	**Response:** The Council acknowledges that the CPO process can be stressful and give rise to periods of uncertainty for leaseholders. The Council has put in place various measures to assist leaseholders, such as paying for independent valuation and professional advice, covering appropriate costs and tailoring the negotiation and onward relocation process to individual needs and preferences.

9.10 **Objector 3 (33 Princess Court)** - Objection dated 4 May 2026 (**CD 5.3**)

9.10.1	**Ground 1: Failure to Demonstrate a Compelling Case in the Public Interest** "*Under the relevant legislation and government guidance, an Acquiring Authority must demonstrate that there is a compelling case in the public interest that justifies overriding my private rights. I contend that the Authority has failed to provide robust evidence that the public benefits of the proposed scheme, social, economic, or environmental; outweigh the loss of my long-term investment and the displacement of my tenants. The necessity of including 33 Princess Court in the order has not been sufficiently justified, particularly given my history of consistent maintenance and compliance with all statutory obligations*."
9.10.2	**Response:** The fire risks and structural issues associated with the existing building present potential health and safety risks to tenants and other residents. The Council have implemented temporary procedures to mitigate associated risks, but Cambridgeshire Fire & Rescue Service have confirmed that alternative action must now be taken. The only option available is to secure vacant possession and demolish the buildings, as its not practicable, or financially viable, for the Council to remediate the fire risks which impact the complete building, to facilitate the continued occupation of a small number of residents. The decision to make the CPO and pursue redevelopment has not been made based on the maintenance and compliance with obligations on the part of individual leaseholders. The Council has considered the fundamental structural and fire safety risks associated with the Estate along with the

	opportunity to provide a quantitative as well as qualitative housing gain along with other public benefits. The Council has considered the impacts on individual affected parties and have offered specific assistance regarding the assessment of tax implications, for example. Private tenants are also offered assistance, including support to secure a new tenancy following a needs assessment, referral to the Council's Town Hall Lettings team to match the private tenant to a tenancy with a private landlord. The Council works with and vets the landlords to ensure the property is health and safety compliant, is of a good standard and the rent is affordable.
9.10.3	**Ground 2: Failure to Negotiate by Agreement (Last Resort)** "*Government guidance is clear: CPO powers should only be used as a last resort. There is a requirement for authorities to engage in meaningful negotiations to acquire land by agreement before or alongside the CPO process. To date, I have received no substantive communication or offers to purchase the property by agreement. The lack of any genuine attempt to negotiate or provide a market-value assessment demonstrates that the Authority has moved to compulsory powers prematurely, in breach of procedural expectations*."
9.10.4	**Response:** The Council has maintained engagement with the leaseholder regarding acquisition of the property over an extended period. Communications between the parties commenced in 2022 and have included discussions regarding the regeneration proposals, the acquisition process, valuation arrangements and the potential acquisition of the property by agreement. In 2022, the Council arranged a valuation of the property and subsequently issued a formal acquisition offer. A further acquisition offer was issued in March 2024. Throughout this period, the Council continued to correspond with the leaseholder regarding the acquisition process and matters relevant to a potential transaction. The Council has also engaged with professional representatives appointed by the leaseholder. This has included discussions regarding valuation matters, acquisition procedures and the appointment of valuers to act on the leaseholder's behalf. More recently, engagement has included discussions regarding taxation implications associated with a future property sale and the Council's has expressed willingness to fund reasonable specialist taxation advice. The acquisition process has therefore included valuation activity, formal acquisition offers, correspondence with the leaseholder, engagement with appointed professional representatives and ongoing discussions regarding matters relevant to acquisition by agreement. Discussions remain ongoing through the leaseholder and her appointed valuer.

	A detailed record of communications, valuation activity, acquisition offers and negotiations is set out within the schedule of engagement and negotiations at **Appendix RJ10**. I therefore do not agree with this Objector's suggestion that she has received no substantive communication, offers, or that genuine attempts to negotiate or provide market-value assessments have not been made.
9.10.5	**Ground 3: Deliverability and Funding Uncertainty** "*For a CPO to be confirmed, the Authority must show that the scheme is deliverable and that the necessary funding is in place. I have serious concerns regarding the financial viability of the proposed redevelopment. If the scheme is not fully funded or faces significant planning hurdles, the use of CPO powers is disproportionate and constitutes an unnecessary blight on my property*."
9.10.6	**Response:** It is my opinion that the Scheme is fully deliverable following vacant possession. The Council expects to secure planning permission in the coming months, have an approved budget, have secured grant allocations from the Brownfield Land Release Fund and Homes England, and have entered a conditional contract with Hill to demolish the buildings, post panning permission and vacant possession. The approved budget and funding also cover the redevelopment of the Estate; detailed design works is ongoing, and a building regulations application is to be submitted by October 2026. Specific details regarding the budget and grant funding are included in this Statement at Section 6.
9.10.7	**Ground 4: Consideration of Reasonable Alternatives** "*I do not believe the Authority has adequately explored reasonable alternatives that would avoid the total acquisition of my property. There is no evidence that a redesigned scheme or a management agreement (rather than a transfer of ownership) has been considered. The burden lies with the Authority to prove that no less-intrusive method exists to achieve their objectives*."
9.10.8	**Response:** At the Council's Housing Scrutiny meeting in March 2023 an Options Analysis (**CD 7.3**) was reviewed. This considered four options including doing nothing, essential repairs, refurbishment and redevelopment. Approval was given to proceed with redevelopment. Further information

	regarding the Options Analysis (**CD 7.3**) is included in Section 4 of this Statement. It is not practicable or appropriate possible to retain one of the existing buildings, and redevelop the rest of the Estate, as they share the same fire risks and structural problems. The Planning Application Scheme could not be delivered with one of the residential blocks remaining in place. The residential blocks also gain support from the adjacent garage block. The removal of the garage would impact the stability of the residential blocks, particularly the external lift shafts as they have weak base supports. The existing buildings can't practicably be refurbished without leaving fundamental problems in place due to the design of the buildings, which results in the following restrictions: • The lack of vertical or horizonal ties between the masonry walls and precast concrete floors would require extensive remedial works. If a technical solution was available, this would attract significant cost. • The weak structural characteristics described above limit refurbishment options, as adding weight to the existing structure associated with thermal insulation/cladding, for example, is unlikely to be possible. • The buildings adopt cross wall construction which relies on loadbearing internal masonry walls for stability. These walls cannot be moved or removed without seriously compromising the structural integrity of the whole building, making it extremely difficult to reconfigure layouts or combine smaller flats into larger, modern homes. • The limited floor to ceiling heights in both blocks are below modern standards and prevent the installation of typical electrical and mechanical services, such as mechanical ventilation heat recovery systems, which the Council fit in all new homes to achieve required levels of sustainability. Practical constraints also prevent partial redevelopment of the Estate. Examples include not having enough space to complete demolition and construction works on the compact site and the requirement to retain as many existing trees as possible which limits design and construction options. The Council must also consider the financial aspects associated with a partial development proposal, which would be incapable of delivering the same quantitative and qualitative housing gain and the other public benefits as the Scheme for which planning consent has been sought and which has funding.
9.10.9	**Ground 5: Human Rights and Disproportionate Financial Hardship**:

	"*The proposed CPO represents a significant interference with my rights under Article 1 of the First Protocol of the Human Rights Act 1998 (the right to peaceful enjoyment of possessions). As an overseas owner, the "Equivalence Principle" of compensation is insufficient to prevent me from suffering a net loss. Specifically:* *Double Taxation: A forced sale triggers immediate Capital Gains Tax (CGT) liabilities in both the UK and the USA. The timing of this forced disposal removes my ability to manage these liabilities effectively.* *Currency Fluctuation: Compensation paid in GBP must be converted to USD. Given current exchange rate volatility, the "real-world" value of any settlement is likely to be significantly diminished by the time it reaches my accounts, preventing me from reinvesting in an equivalent asset*."
9.10.10	**Response:** The Council notes the leaseholder's concerns regarding the financial implications of a property sale whilst resident in the United States, including issues relating to taxation and currency exchange, and recognises that the leaseholder's circumstances differ from those of many other affected owners by reason of her residence in the United States. For that reason, discussions have extended beyond valuation and compensation matters and have included consideration of the practical and financial implications associated with a future transaction. These matters have formed part of the discussions between the Council, the leaseholder and her appointed professional representatives during negotiations. In particular, the leaseholder has raised concerns regarding the taxation consequences of a disposal whilst resident overseas and the potential impact that such liabilities may have on her overall financial position. In response, the Council has sought to engage with the leaseholder regarding those concerns and has confirmed its willingness to meet the reasonable cost of specialist taxation advice in order to assist the leaseholder in understanding the potential tax implications of a sale. The Council has also discussed these matters with the leaseholder's appointed valuers as part of the ongoing acquisition-by-agreement process. The Council has continued to engage with the leaseholder and her appointed representatives regarding these matters and remains willing to consider information and professional advice submitted in support of the leaseholder's position. At the date of this Statement, discussions remain ongoing through the leaseholder's appointed valuer and continue to include matters relating to taxation and the wider financial implications of any acquisition by agreement.
9.10.11	**Ground 8: Social Impact and Tenant Displacement** "*The property currently provides high-quality housing for tenants. The CPO will result in the immediate displacement of these residents during a period*

	of acute housing shortage in Cambridge. The Authority has not demonstrated how these residents will be rehoused or how the loss of this private rental stock serves the immediate social well-being of the area."
9.10.12	**Response:** The Estate do not provide high-quality housing. The justification supporting this statement is included throughout this Statement. The Council notes the concern raised regarding the effect of acquisition on existing occupiers and the wider availability of housing within the area. The Objector's property forms part of the wider regeneration Scheme approved by the Council and the acquisition of the interest is required to facilitate delivery of that Scheme. The Council recognises that acquisition of residential interests can have implications for occupants and has therefore implemented a comprehensive rehousing and relocation programme as part of the regeneration proposals. The Council's acquisition discussions in this case have been with the leaseholder as the owner of the relevant property. Throughout the regeneration programme, the Council has worked to support affected residents and households through its rehousing arrangements and has actively assisted secure tenant households in securing alternative accommodation. The rehousing programme has formed a key component of the wider regeneration process. The private tenants have engaged with the Council providing details of their occupation. The Council has confirmed payment of their statutory entitlements i.e. home-loss upon acquisition. More generally, the regeneration Scheme involves the replacement of existing housing with new homes as part of a comprehensive redevelopment programme. The Council's case for the Order, including the anticipated social, economic and environmental benefits of the Scheme and the arrangements for rehousing affected residents, is set out within the Statement of Case (**CD 1.4**). The Council therefore considers that the acquisition of the Objector's interest should be viewed within the context of the wider regeneration scheme and the accompanying rehousing programme, rather than solely by reference to the existing use of the individual property. The Council continues to engage with the leaseholder and her appointed representatives regarding acquisition by agreement and associated matters.

10 RESPONSES TO STATEMENTS OF CASE

10.1 Statements of Case have been submitted by two Objectors in relation to 32 Hanover Court and 5 Princess Court (**CD 5.6 and 5.7**). These are documented below together with responses to the issues raised.

10.2 **Objector 1 (32 Hanover Court) – Statement of Case** (**CD 5.6**)

10.2.1	*"4. The Objector does not oppose the regeneration of the Estate in principle, and she does not take issue with the Council's evidence as to the physical condition of the existing buildings. She does not invite the Secretary of State to conclude that the Estate should be retained in its present form. Her case is that the Order should not be confirmed on the present basis, because: (i) the public-interest justification advanced in the SoR has been materially undermined by events since the Order was made; (ii) confirmation would impose a disproportionate and individual burden upon her; (iii) the Council has failed to apply its own published Regeneration Policy to her consistently; (iv) compulsory acquisition of her interest has not been shown to be a last resort; and (v) the Order and the process leading to it fail adequately to address her individual circumstances, engaging Article 8 of the European Convention on Human Rights ("the Convention") and the public sector equality duty."*
10.2.2	**Response:** Using the same numbering above: (i) The public interest justification has not changed materially, 165 homes remain to be provided, 72 affordable homes will be provided, there will be an increase in affordable housing floorspace, poor quality and an unsafe housing will be replaced, modern spacious homes will be provided, four accessible flats will be accommodated in the redevelopment, the new homes will achieve a high level of sustainability. The proposals include a safer environment by design, a new community facility will be available for residents and the public, the new green spaces will be a significant improvement providing play on the way facilities, new play equipment and a community garden, connectivity around and into the site will be improved and the location will be predominantly car free. (ii) The Council has sought to mitigate the impacts of the CPO on the objector by seeking to meet her desire to exercise a right of return. (iii) Throughout the acquisition process, the Council has sought to understand and take account of the Objector's individual circumstances, including her need to spend periods of time outside the UK in order to fulfil caring commitments and her stated desire to remain within the local area. These matters have informed the Council's engagement with Objector and the options discussed with her. Consistent with its published

	approach to regeneration (**CD 3.8**), the Council has continued to engage with the Objector and her representatives regarding suitable rehousing solutions and potential settlement arrangements. The Council has sought to maintain an ongoing dialogue in order to understand her requirements and explore options capable of facilitating relocation whilst having regard to her personal circumstances and preferences. The Council has also continued to discuss potential opportunities for the Objector to return to the completed development, recognising the importance she places on remaining within the area. Whilst consideration of these matters has taken longer than originally anticipated, the discussions have remained active and form part of the Council's continuing efforts to identify a solution that takes account of the Objector's circumstances and desire to remain within the local community. The Council therefore considers that its actions are consistent with the objectives of its Regeneration Policy (**CD 3.8**), including understanding individual circumstances, maintaining engagement and seeking to identify solutions that respond to the needs and preferences of affected residents wherever reasonably possible. (iv) Compulsory acquisition is driven by site-wide building safety issues that warrant expedient remediation as temporary measures to keep the housing blocks occupied have been exhausted, and the Council are at risk of prosecution unless alternative action is taken. The Council have committed to acquisition by negotiation for 4 years and 8 months, progress has been generally good, but securing vacant possession of the last few leasehold interests must now be prioritised and vacant possession secured as soon as possible. (v) Leaseholders individual circumstances have been considered, as documented in this Statement.
10.2.3	*"6. The Property is a two-bedroom leasehold flat which the Objector purchased from the Council under the Right to Buy on 26 September 2011. Her interest is held outright: she purchased it in full, and she does not hold it under any shared ownership, shared equity or similar arrangement. The purchase date stated in the Objection (22 May 2012) was given from recollection and was inaccurate; the correct date is 26 September 2011, as stated above.* *7. The Objector is a resident owner-occupier. The Property is her main residence and has been so for over twenty years – initially as occupier and, since her purchase from the Council, as owner-occupier. She intends to retain it as her permanent home going forward, and in particular as her home in retirement."*
10.2.4	**Response:** The Council notes and accepts that the Objector purchased the Property from the Council under the Right to Buy on 26 September 2011 and that she

	holds the leasehold interest outright, without any shared ownership, shared equity or similar arrangement. The Council acknowledges that the property has been the Objector's home for many years, both as a tenant and subsequently as an owner-occupier, and recognises her wish to remain there as her long-term home, including during retirement. The Council has taken these circumstances into account during its engagement with the Objector and in considering options to facilitate her relocation to the redeveloped site.
10.2.5	*"8. The Objector is over sixty years of age and is not in robust health. She is the sole carer for her mother, who is ninety-one years old, frail, and living abroad; there is no other living relative able to provide that care. Given her mother's great age, the demands of that caring role are inherently unpredictable: deterioration in her mother's condition may be sudden, and the Objector cannot foresee when she will be required to travel at short notice, or for how long she will need to remain abroad on any occasion."*
10.2.6	**Response:** The Council acknowledges the Objector's circumstances, including her caring responsibilities for her elderly mother and the need to spend periods of time outside the UK to provide that care. The Council has been aware of those circumstances throughout the acquisition process and appreciates that the timing and duration of the Objector's absences can be difficult to predict. The Council has had regard to those matters throughout its engagement with the Objector. There have been periods during which discussions progressed only intermittently, or not at all, due to the Objector being overseas undertaking caring responsibilities. As a result, maintaining momentum has at times proved challenging, particularly where the Objector has acknowledged that, whilst overseas, she is not ordinarily able to receive or respond to standard forms of communication such as telephone calls and emails. When the Objector has been in the UK, the Council has sought to facilitate progress through a range of engagement methods including telephone and email exchange, meetings at the Council's offices, a meeting at the Objector's home, and online meetings involving the Objector's representative. Notwithstanding these challenges and recognising that certain matters have not always progressed as quickly as either party may have wished, the Council has remained committed to advancing negotiations and exploring options to support the Objector's preference to return to the completed Development.
10.2.7	*"9. The Objector chose the Property, and has deliberately retained it, on account of its particular location: it is within walking distance of the city centre, the railway station, her GP practice and everyday amenities, such*

	that she can continue to live there independently, without a car, as she ages. She will be living alone in her old age, with no other family member in Cambridge able to assist her; the convenience and accessibility of this location are therefore of particular importance to her. The SoR relies upon precisely that connectivity in support of the Scheme (paragraph 4.1.6)."
10.2.8	**Response:** The Council has engaged with the Objector and her representative regarding the potential for a right of return to the completed Development. Whilst those discussions have taken longer than originally anticipated, they remain active and ongoing. The Council remains optimistic that a mutually acceptable way forward can be identified and considers that a right of return has the potential to address Objector's wish to remain within her established community and maintain access to the local services and amenities upon which she currently relies.
10.2.9	*"12. A compulsory purchase order should be made, and may be confirmed, only where there is a compelling case in the public interest sufficient to justify interfering with the human rights of those with an interest in the land affected: see the Ministry of Housing, Communities and Local Government's Guidance on the Compulsory Purchase Process ("the Guidance"), as quoted in the SoR itself. That compelling case must exist at the point of confirmation: it falls to be assessed by the Secretary of State on the facts as they now stand, not as they were presented when the Order was made."*
10.2.10	**Response:** The case for the CPO has only strengthened since the Order was made, planning permission is expected between October and December 2026 and Homes England grant funding was allocated to the Council on 25th August 2026 (**Appendix RJ1**). I have provided details on the justification for the Order in Section 3 of this Statement above.
10.2.11	*"13. The housing case advanced in the SoR was, in summary, that the Scheme would deliver 165 new homes of which 72 (44 per cent) would be affordable (SoR paragraphs 4.1.2–4.1.3); that all existing residents, including leaseholders, would enjoy a "right of return" "in line with the Council's Regeneration Policy" (SoR paragraph 4.1.5); and that affordable provision would be "above the 40% affordable housing requirement for developments of this size in Cambridge" (SoR paragraph 7.4.2(d)).* *14. That is not the scheme for which planning permission was granted on 24 June 2026. Application 25/04187/FUL was approved on the basis of an officer's report which stated in terms that "the only deliverable regeneration option available to the Council is to pursue a 100% market-led scheme" (paragraphs 1.13 and 11.3), and which described the proposal as "new residential accommodation totalling 165 market homes" (paragraph 3.1).*

	15. The officer's report further confirmed (paragraph 11.4) that the 72 council homes to which the Council aspires "would fall outside of the scope of the current application", could not be required by condition or planning obligation, and depend upon Homes England grant funding "which could only be secured outside of the scope of the planning application". The independent viability review before the committee (Quintic Advisory LLP, Appendix B, 22 May 2026) appraised the proposed development in terms as "100% private housing", recorded a residual deficit of approximately £11.75 million against the viability benchmark, and noted the applicant's viability case that the Scheme "cannot support the delivery of any affordable housing". *16. The position at confirmation is accordingly as follows: (i) the Estate previously provided 82 Council-rented affordable homes (SoR paragraph 2.7); (ii) the Order was promoted on the basis that 72 affordable homes (44 per cent) would be provided; (iii) the consented Scheme secures none. The claimed quantitative and qualitative affordable housing gain – the centrepiece of the compelling case – has fallen from a stated 44 per cent to an unsecured aspiration wholly contingent upon third-party grant funding which may or may not be forthcoming, and which sits outside the planning permission altogether. The Council's own Statement of Case for this inquiry confirms the position: the permission "will secure 100% of housing on the Estate as private tenure", the local planning authority having "agreed to secure 0% affordable housing in the section 106" (paragraph 6.6.7); there is "no guarantee" that the Council's Homes England Strategic Partnership bid will succeed (paragraph 6.6.4); funding may not be confirmed "until late 2026 or early 2027" – that is, potentially after this inquiry has concluded (paragraph 6.6.6); and the Scheme "can be delivered regardless of the availability of Homes England grant funding" (paragraph 6.6.8) – that is, regardless of whether any affordable housing ever materialises."*
10.2.12	**Response:** 72 (44%) affordable homes will be provided by the Council despite the expected planning approval for an all-market housing scheme following the granting of Homes England funding to the Council. The Viability Assessment submitted as part of the Planning Application (**CD 4.15**) confirmed the significant decanting costs to secure vacant possession, and the impact these had on the commercial viability of development proceeding in normal market conditions, considered in accordance with relevant planning policy and industry viability benchmark modelling. Viability has changed based on allocated grant funding from Homes England which enables the Council to commit to delivering 72 replacement affordable homes despite the expected permission being based on zero affordable homes. The affordable housing cannot be required by planning condition, but the Council will provide 72 affordable homes as part of its commitment to Homes England to provide 803 affordable homes over the next 10 years with an allocation attributed to this Scheme in the Council's Strategic Partnership

	funding bid. The Council are fully committed to delivering affordable rent housing on this scheme. Homes England funding can be secured in two ways. Continuous Market Engagement (CME) bids are a scheme-by-scheme funding opportunity which the Council have utilised successfully for several years. The other option is being selected as a Strategic Partner (SP) following a bidding process. SP's commit to delivering a programme of affordable house building over a set timeframe, involving a portfolio of schemes. In return, they receive an allocated funding pot to be utilised over the programme. The Council's SP bid was submitted on 13th April 2026. If the SP bid had failed the Council would have submitted a CME bid as per previous regeneration schemes at Colville Road, Topper Street, Aragon & Sackville Close and Aylesborough Close. The Council has never been unsuccessful securing Homes England funding for a qualifying scheme. In any event, the SP bid succeeded (**Appendix RJ1**) and the funding contract is in the process of engrossment. The benefit of securing 0% affordable housing via the planning permission is that the Council can maximise grant funding by providing affordable housing above the planning authorities scheme specific requirement. This is a condition of Homes England grant funding. The affordable delivery on this scheme will be 44%, within the anticipated range of 40-60%, and the provision of 165 total homes is an increase on the Options Analysis (**CD 7.3**) of 138 homes.
10.2.13	*"17. Nor can this development fairly be described as unforeseen. The SoR itself reserved the possibility of "increased private housing and/or build to rent finance options… if unforeseen circumstances arise" (paragraph 6.6.3), and elsewhere recorded that providing 82 affordable homes alongside tree retention would generate an additional £5,000,000 deficit rendering the redevelopment "financially unviable" (paragraph 6.8.2(b)). The Council's own Options Analysis (February 2023) showed, on sensitivity testing (section 4.4), that nil affordable provision produced the best net present value (a deficit of £1.71 million) and the only positive internal rate of return (+1.57 per cent) of the scenarios modelled. The benefit-cost ratio of 1.96 relied upon in the Order documentation was calculated for the superseded 138-home scheme; the Options Analysis records that the revised 165-home scheme was assessed by an "indicative" BCR only; and the assessed benefits substantially comprise receipts from the sale of market units."*
10.2.14	**Response:** It is prudent that the Council remain open to the best financing and funding mix for redevelopment schemes, so it can consider all options and respond to market conditions. Sensitivity analysis is undertaken by all developers, and the balancing of priorities is always paramount on a case-by-case basis.

	For Hanover Court and Princess Court, the provision of 72 affordable and 93 market homes is confirmed as the delivery model providing the benefits documented in the Council's Statement of Reasons (**CD 1.3**) and Statement of Case (**CD 1.4**).
10.2.15	*"18. The erosion of the affordable offer is traceable through the Council's own public record. The February 2023 Options Analysis recommended redevelopment "to provide 138 new homes, including 40-60% affordable homes for rent"; the Executive Councillor's approval of 3 April 2023 proceeded on that basis; and on 11 March 2025 the Housing Scrutiny Committee was advised that the "starting point" remained 40–60 per cent affordable and that, if viability suggested a lower percentage (below 40 per cent) would be delivered, "a further Executive Councillor decision would be required".* *19. No such further decision is apparent from the public record. The Objector formally invites the Council to identify, in its statement of case, the decision by which the change from a 40–60 per cent affordable starting point to a wholly market-led scheme was authorised, and to produce the relevant decision record at or before the inquiry."* *20. The Council has explained publicly that "any profit the council makes from selling these homes is reinvested to fund the building of more council homes", and its announcement of 16 June 2026 confirms that other Cambridge Investment Partnership sites will continue to deliver council homes while the Scheme – on this high-value, central site – is brought forward wholly for market sale. The Objector does not contend that cross-subsidy of that kind is unlawful. The point is a narrower one: the scheme which the Order now facilitates is materially more commercial in character, and delivers materially less public benefit on this site, than the case presented in the SoR. The compelling-case balance must be struck afresh on that changed footing; struck fairly, it does not justify the compulsory acquisition of the Objector's home on the present terms."*
10.2.16	**Response:** The decision to change the provision of affordable housing from 40-60% down to 0%, for planning purposes, was as a consequence of the outcome of the independent viability assessment. The provision of 0% affordable housing in the planning application has allowed the Council to maximise the Homes England funding availability for this Scheme. This is because a criterion to secure grant is providing more affordable housing than the planning permission requires the developer to provide. Officers in the Council's development team reported this approach to the Council's Leadership Team and Housing Leadership Board during May and June 2026, ahead of delivering briefings to all political parties before the planning committee meeting on 24th June 2026. As discussed in Section 10.2.12 above, the Council applied for SP status on 13 April 2026, and our bid was confirmed as successful on 25th August 2026 (**Appendix RJ1**). In

	financial terms, based on the successful bid allocation, the Council's actions will facilitate £8,640,000 of grant funding towards the Scheme. As a Council officer, it is my professional duty to maximise the Council's grant funding revenue where opportunities exist to deliver more affordable homes to benefit the residents of Cambridge. The Scheme is not materially more commercial and delivers the same public benefits as presented in the Statement of Reasons (**CD 1.3**) and Statement of Case (**CD 1.4**).
10.2.17	*"21. Further, the Order was made under section 17 of the 1985 Act on the footing that compulsory acquisition would facilitate the delivery of the scheme described in the SoR, including a substantial, secured affordable housing component and a right of return for existing residents. The scheme now consented is materially different in tenure and in public benefit. It is respectfully submitted that it is open to serious question whether confirmation of the Order remains an appropriate exercise of compulsory purchase powers in support of what is now, on the consented position, a wholly market development; at the lowest, the Secretary of State cannot be satisfied that the purpose presented in the SoR is the purpose that confirmation would in fact serve."*
10.2.18	**Response:** The Council's commitment to affordable housing has been publicly confirmed and the rationale has been explained in Sections 10.2.12 and 10.2.16 above. Confirmation of the Order is required to respond to safety matters and facilitate the redevelopment to unlock the public benefits and qualitative and quantitative gains described in this Statement.
10.2.19	*"22. The Objector respectfully requests that the Council be required to produce at or before the inquiry: (a) the full development viability appraisal for the Scheme (including the Savills appraisal reviewed by Quintic Advisory LLP, together with its inputs and sensitivity testing); (b) the Cambridge Investment Partnership business case for the Scheme; and (c) any decision record of the kind referred to in paragraph 19 above."*
10.2.20	**Response:** The Savills Financial Viability Assessment (**CD 4.15**) includes the development revenues (section 6) the development costs (section 7), a sensitivity analysis (section 8.2), a budget estimate summary (appendix 4) and a financial appraisal (appendix 7). The CIP business case naturally contains commercially sensitive data given the Council is in partnership with a private company, Hill. The Council cannot breach confidentiality agreements.

	Please refer to Section 10.2.16 for records of the approach and decision taken.
10.2.21	*"23. Article 1 of the First Protocol to the Convention requires a fair balance to be struck between the demands of the general interest of the community and the protection of the individual's fundamental rights. That balance is not struck where an individual is required to bear an individual and excessive burden: Sporrong and Lönnroth v Sweden (1982) 5 EHRR 35. The Guidance reflects the same principle in requiring a compelling case in the public interest sufficient to justify interference with the rights of those affected."*
10.2.22	**Response:** As set out in Section 8 of this Statement above, the Council acknowledges interference with rights, including rights of Objector 1 through loss of a home. I have provided my overall conclusions on why I consider the public benefits of the Scheme outweigh that interference and the steps taken to seek to mitigate the impact on this objector. Objector 1 has raised the case of *Lönnroth v. Sweden*. I am advised that in that case the European court found a violation of Article 1 Protocol 1 but that the facts are very different from this case. In that case, landowners in Stockholm were made subject to legal notices, given by the city council, that (i) rendered their properties liable to be compulsorily acquired at any time and (ii) forbid much construction work on the properties. These notices remained in place, without any compensation, for up to 25 years. In my opinion, the Council's use of CPO powers is proportionate to the aim of regenerating the Estate to realise the public benefits identified above, particularly in light of the poor condition of the existing Estate. The Council has taken extensive steps to minimise impact on individuals. In respect of Objector 1, the Council has taken into account her individual circumstances and has provided options to Objector 1 for a replacement property in the regenerated estate, or compensation with assistance to find a suitable alternative property in the area.
10.2.23	*"24. If the Order is confirmed on the present basis, the Objector will lose the home of over twenty years which she has deliberately retained as the home in which she intends to grow old, in order to facilitate a scheme which, as consented, comprises exclusively market housing. The public benefit said to justify that interference has been displaced onto other sites, or onto uncertain external grant, while the burden remains where it first fell: upon her and her neighbours.* *25. The burden is aggravated because, as matters stand, the Objector has no realistic route back. The Council's own record of its negotiations, set out in the SoR at paragraph 10.4.3 against the Property, reads: "Sticking point: Level of service charge (the Council's service charges are set v low i.e., around £800pa whereas non-Council schemes can be £3-4,000pa upwards)." On the Council's own figures, therefore, the recurring outgoings of comparable new schemes are some four to five times those of the*

	Property. The Council's Regeneration Manager made the same point in correspondence on 31 July 2025, observing that "new builds are not the preference given the average level of service charge and any council tax banding that is higher than what is currently charged". Further, the Objector, who purchased her home outright, requires any return to be on the basis of full and outright ownership of a home within the Scheme; yet no unit, on any basis or terms, has been offered to her. The Objector is, moreover, retired and without employment income. Requiring her to assume borrowing at her age, in any form, would leave her financially worse off and under lasting financial strain. That includes loan structures presented as concessionary: an interest-free or deferred loan repayable on a future sale of the home is still debt, secured against and repayable out of the value of her home; it would leave her with less than the full, unencumbered ownership she enjoys today, and would defer, rather than remove, the burden. Consistent with the principle the Council's own draft agreement recognises at clause 12.3, any return arrangement should not depend upon the Objector assuming new debt in any form – whether interest-bearing or interest-free, immediate or deferred – or upon any charge being registered against her home."
10.2.24	**Response:** The Council acknowledges the significant period that the leaseholder has lived on the Estate. The Right of Return Agreement will enable a return to the Estate once construction is completed, if this remains the leaseholder's preference. The finer details of the return proposals are progressing via detailed in-person discussions and written communications. The expected planning permission is for an all market led scheme, but the Council will deliver 72 affordable homes at Hanover Court and Princess Court and grant certainty has been achieved (as discussed above). The Council has since confirmed the estimated service charge costs at the Scheme (£1,900 per annum) by email on 24th August 2026 and during an in-person meeting at the Council's offices on 26th August 2026. This estimate has been informed by a service charge budget calculation prepared by Warwick Estates, based on the anticipated management structure for the completed development. The calculation assumes the establishment of a Residents' Management Company, which would be responsible for the management of the Scheme in accordance with the terms of the lease documentation. The estimated service charge and the assumptions underpinning it were discussed with the Objector during the meeting on 26th August 2026. To assist and progress discussions regarding a potential return to the Scheme, the Council provided the Objector with a draft Right of Return Agreement setting out the proposed approach and key terms for consideration. In particular, the draft was intended to facilitate discussion regarding the proposed methodology for valuing any replacement property and the mechanism by which the notional uplift in the value of the existing property might be calculated. The Council accepts that certain matters remained subject to ongoing discussion and further refinement at that stage.

	The purpose of circulating the draft was therefore not to present a finalised agreement, but to provide a framework upon which meaningful discussions could continue and to enable the Objector and her representative to comment on the proposed approach. To support that process, the Council also confirmed that it would meet the reasonable costs of the Objector's representative in reviewing and advising upon the draft agreement. Whilst the Objector has subsequently expressed concern regarding the level of detail included within the draft, it was not the Council's intention to withhold information. Rather, the draft reflected the fact that a number of matters remained under consideration and were intended to be developed through ongoing engagement. The Council notes that the Objector and her representative subsequently provided substantive comments by email and during an in-person meeting, including proposing an alternative valuation mechanism and a different approach to the payment of interim accommodation costs. The Council considers that this demonstrates that the draft advanced discussions and identified the matters requiring further engagement and negotiation before any agreement could be finalised. The equity assistance mechanism proposed by the Council is intended to address circumstances where the market value of a suitable replacement property exceeds the market value of the acquired property. It is not a borrowing arrangement requiring mortgage repayments, interest payments or other ongoing financial commitments. Rather, the assistance is secured by way of a land charge, with the Council's contribution represented as an agreed percentage of the replacement property's purchase value. That percentage reflects the proportion of the acquisition cost funded through the equity assistance arrangement. As such, it does not give rise to ongoing monthly costs and operates fundamentally differently from a loan requiring repayment of a fixed sum together with interest. The Council considers that this approach is consistent with rehousing arrangements adopted by other local authorities in regeneration and acquisition schemes where resident homeowners are seeking to secure replacement accommodation in higher-value housing markets The Council further considers that the availability of equity assistance is consistent with the principles set out in the Greater London Authority's "Better homes for local people: The Mayor's Good Practice Guide to Estate Regeneration" (**CD 3.9**), which encourages acquiring authorities to explore mechanisms that assist resident homeowners in obtaining suitable replacement accommodation and maintaining home ownership where market circumstances might otherwise present barriers. This guidance refers to both shared equity and shared ownership schemes. Furthermore, I am advised that shared equity arrangements were discussed and approved as part of the redetermined Aylesbury Estate CPO. The following statement made by the Inspector in the Inspector's Report for that CPO (**CD 7.9**) applies here to this Order: "*Although the cost of a new property on the Estate or an equivalent property in the area might be significantly higher than the level of compensation that the leaseholder might receive from the compulsory purchase of their property on the Estate, I am […] satisfied that*

	the options that have been made available by the Council would allow them to remain in the area and not be financially worse off." The decision letter for the Aylesbury Estate CPO can be found at **CD 7.10**. The Council's intention in discussing equity assistance has therefore not been to require the Objector to assume debt or ongoing financial liabilities, but rather to identify a potential means by which a return to the Scheme could be supported if required. The Council has continued to engage in discussions regarding a return to the Scheme notwithstanding the Objector's decision not to pursue an equity assistance arrangement. In order to assist the Objector in understanding the type of accommodation that may be available, layout plans of two flats considered broadly comparable in terms of their position within the Scheme were provided to the Objector by email on 24th August 2026 and 3rd September 2026. Those plans were selected to assist the Objector in considering the types of unit that may be suitable and to enable the Council to better understand her preferences in relation to any potential return to the completed Development. In addition, further detailed drawings and supporting information relating to the Scheme were provided by email on 11th September 2026. The purpose of sharing this information was both to assist the Objector in considering the type of accommodation that may be suitable and to inform ongoing discussions regarding her requirements and preferences in respect of a potential return to the completed Development. The Council has subsequently engaged with the Objector and her representative regarding those preferences as part of ongoing discussions concerning a return to the Scheme. Whilst no formal offer of a specific unit has been made, the Council has sought to progress discussions by providing information regarding potentially comparable units within the Scheme and by engaging with the Objector's stated preference for full ownership of a replacement property. Those discussions remain ongoing. Off-Estate properties are generally priced at a level that would allow this Objector to use the compensation offered to buy an off-Estate equivalent without the need for a top up through an equity arrangement. As of September 2026, there are several nearby equivalent properties at a value of £400,000 and the value of the leaseholder’s flat is currently assessed as £418,000. The leaseholder’s preference for a right of return to a new build scheme has resulted in the Council offering an equity assistance option to facilitate the right of return.
10.2.25	*"26. It is anticipated that the Council will contend that statutory compensation strikes the fair balance. It does not. The level of compensation is expressly reserved (Section J below) and forms no part of this objection; but the existence of the compensation code does not answer the proportionality question where, as here, the sums offered to date would not enable the Objector to acquire a comparable two-bedroom home in the same locality –*

	a difficulty confirmed by the Council's own record, which notes that, despite her initial acceptance of its offer, the "leaseholder has not been able to find suitable onward property" (SoR paragraph 10.4.3) – and where the Council's own policy contemplates that fairness to displaced leaseholders is to be delivered through return to the redeveloped estate rather than by money alone. Nor would a money payment operate straightforwardly in her case: her caring responsibilities abroad are frequent and unpredictable, and would inevitably delay any search for, and purchase of, a replacement home, leaving her without a home in this locality for a potentially extended period and exposed in the meantime to market movement and other conditions outside her control. In the Aylesbury Estate decision (16 September 2016), the Secretary of State declined to confirm a compulsory purchase order in materially similar circumstances, where the compensation and mitigation arrangements did not enable long-term resident leaseholders to remain in their area. The same considerations arise here."
10.2.26	**Response:** The compensation sum offered would allow the leaseholder to buy a comparable 2 bed home off-Estate. The Council notes that, on 21st March 2025, it made an acquisition offer based upon the valuation of the Objector's property previously undertaken by the Objector's appointed valuer, thereby accepting that valuation in full for the purposes of progressing the acquisition. The Council further notes that the offer was accepted by the Objector's representative on 30th April 2025, albeit on a without prejudice basis. Whilst the Objector has subsequently referred to this matter in her evidence, the effect was that the market value of the property was no longer a matter requiring further negotiation between the parties. The agreed market value does not remove, reduce or otherwise affect the Objector's entitlement to claim disturbance compensation in accordance with the statutory compensation code, and the Council has continued to engage with the Objector regarding disturbance and relocation matters separately from the agreed valuation of the property. The Council also notes that the acceptance of the acquisition offer preceded a period during which the Objector undertook a more active search for replacement accommodation. As part of that process, the Council provided practical assistance in relation to the identification of potential replacement properties. By email dated 19th June 2025, the Council supplied the Objector with details of potential properties available on the open market for consideration. On 1st July 2025, the Objector subsequently confirmed that she had booked viewings of a number of properties. The Council considers this correspondence to demonstrate both its ongoing efforts to assist with the identification of suitable relocation options and the active consideration of those options by the Objector at the time. Following this period, there was relatively limited substantive engagement between the parties for several months. Consistent with the circumstances referred to elsewhere in this Statement, the continuity and pace of discussions varied during this time. The Council received notification from

	the Objector in December 2025 that she had returned to the UK; however, it was subsequently advised that further overseas travel was anticipated shortly thereafter. Discussions therefore resumed intermittently, reflecting the practical realities of the Objector's circumstances, before progressing further during 2026 in relation to relocation arrangements and the potential for a return to the Scheme.
10.2.27	*"27. The Council's published Regeneration Policy commits it to a right of return for displaced residents. In respect of leaseholders, paragraph 5.4 provides that "[i]f a leaseholder wishes to exercise their right to return to the redeveloped scheme, the City Council will work with them to identify a property on the new scheme which the leaseholder can purchase". The Council's currently published guidance for residents affected by regeneration (last reviewed 9 March 2026) likewise states that homeowners have "a right of return to a new build home in the development area where desired". The SoR itself asserts (paragraph 4.1.5) that all existing residents, including leaseholders, "have a 'right of return' in line with the Council's Regeneration Policy"."*
10.2.28	**Response:** The Council acknowledges the provisions of its Regeneration Policy (**CD 3.8**) and associated guidance relating to a right of return for resident homeowners and leaseholders. The Council's approach throughout its engagement with the Objector has been informed by those commitments, whilst recognising that discussions have evolved over time and, at various stages, have involved consideration of both a financial settlement and a return to the Scheme. As a result, the focus of negotiations has not always been exclusively directed towards a right of return arrangement. On 4th February 2026, the Council met with the Objector at her property to discuss her circumstances, relocation requirements and the options available to her. Following that meeting, the Council formulated and presented an acquisition offer which sought to address the matters raised by the Objector during those discussions. On 12th March 2026, the Objector advised the Council that she was outside the United Kingdom. A further in-person meeting was subsequently arranged and took place at the Council's offices on 21st April 2026. During these discussions, the Objector confirmed that she did not wish to accept the Council's acquisition offer of 5th February 2026. The Council's understanding, based on its ongoing engagement with the Objector and her representative, is that active consideration has subsequently been given to both a financial settlement and the possibility of a return to the completed Scheme. This has included discussions regarding the level of financial settlement that the Objector would consider acceptable. Whilst both options have remained under active consideration, the Council

	understanding from more recent discussions is that the Objector's preference is now weighted towards securing a return to the Scheme. As set out elsewhere in this Statement, the Council has shared draft documentation, provided information regarding potentially comparable units within the Scheme, discussed valuation methodologies and associated financial arrangements, and invited feedback from the Objector and her representative to inform the development of an appropriate right of return arrangement. The Council considers these steps to be consistent with the commitment within its Regeneration Policy (**CD 3.8**) and, whilst a final agreement has not yet been reached, the Council considers that the ongoing negotiations reflect the practical implementation of its policy commitment and its continuing efforts to support the Objector's preferred outcome.
10.2.29	*"28. The Council has confirmed the application of the same policy to residents of other estates. In relation to the Ekin Road estate it stated in June 2024 that "Leaseholders and freeholders also have a right to return once the estate has been redeveloped" and that "consideration will be given to a shared equity option for displaced leaseholders and freeholders where this would make their return possible financially". Despite repeated requests, the Council has not made the Objector any workable proposal for return, and has not explained in writing why her circumstances are materially different from those of residents at Ekin Road. A public authority may not resile from a published policy giving rise to a legitimate expectation without good reason: R v North and East Devon Health Authority, ex parte Coughlan [2001] QB 213. No good reason has been given. Indeed, as late as 31 July 2025 the Council's Regeneration Manager wrote that the Council was "considering options for leaseholders at Ekin Rd specifically" and that he expected "that Hanover and Princess Court will ultimately be considered as part of this": less than eight months before the Order was made, return options for leaseholders of this Estate had not been formulated at all."*
10.2.30	**Response:** The Council notes the Objector's reference to statements made in connection with the regeneration of the Ekin Road estate. The Council does not accept that direct comparisons can readily be drawn between different regeneration projects without regard to their individual circumstances. Whilst the Council's Regeneration Policy (**CD 3.8**) applies across its regeneration programme, the manner in which that policy is implemented will necessarily reflect the characteristics of each project, including local housing market conditions, viability considerations, the composition of the resident population, and the relationship between existing property values and the anticipated value of replacement homes. In the case of the Ekin Road estate, the Council considered it necessary to explore mechanisms that might assist resident homeowners in addressing a significant disparity between existing property values and the cost of securing comparable replacement accommodation on the open market, including within the redeveloped scheme. The Council's approach reflected

	the particular market conditions affecting that estate, where existing property values were substantially lower than those achieved elsewhere in the local housing market. Those factors were materially different from those applicable to the Scheme, where the differential between existing property values and estimated replacement property values was not considered to present the same degree of affordability challenge. The Council's consideration of ownership or affordability mechanisms at Ekin Road should not therefore be interpreted as establishing a single approach applicable to all regeneration projects. The Council's position remains that the Objector's potential return to the Scheme has been, and continues to be, the subject of active discussion. As set out elsewhere in this Statement, those discussions have evolved over time and have involved consideration of both a financial settlement and a return to the Scheme. The ongoing engagement regarding valuation methodology, financial arrangements and the practical implementation of a right of return is, in the Council's view, consistent with its policy commitments. Whilst progress has at times taken longer than the Council would ideally have wished, and agreement has not yet been reached on all matters, the Council continues to engage with the Objector and her representative with the objective of securing an agreed way forward.
10.2.31	*"29. In any event, the policy mechanism the Council holds out for leaseholders is a purchase "through a shared ownership or shared equity stake", and even that is expressly conditional upon it not "unreasonably impact[ing] the financial viability of the scheme". The Council's own viability evidence now concludes that the Scheme cannot support any affordable provision, so that, on the Council's own material, the policy promise relied upon in the SoR is incapable of being performed on this Scheme unless and until external grant funding is secured – an event outside the Council's control and outside the planning permission. Moreover, in the Objector's case a shared equity or shared ownership arrangement would not in any event be an answer: she purchased her home from the Council outright and requires any replacement home to be held in full ownership, not shared with the Council or its development partner. The right of return asserted in the SoR is therefore, in her case, illusory: it is unavailable on the consented Scheme, and it has never been translated into any proposal – on a full-ownership basis or otherwise. The absence of meaningful mitigation materially increases the interference occasioned by the Order and weighs against confirmation."*
10.2.32	**Response:** Whilst the Council's Regeneration Policy (**CD 3.8**) contemplates that a return to a redeveloped scheme may, in certain circumstances, be facilitated through shared ownership, equity assistance or other affordability mechanisms, those measures are intended to provide additional flexibility where required and do not represent the only means by which a right of return may be achieved. In the present case, the possibility of a return to the Scheme has been explored based on acquiring a property that would

	otherwise be available on the open market within the completed development. Accordingly, the provision of affordable housing within the Scheme has not been a determining factor in those discussions. The Council further notes that equity assistance was discussed not as a prerequisite to a return to the Scheme, but as a potential mechanism that might assist should additional financial support be required. As previously explained, that arrangement does not operate as a loan or as a shared ownership model and was considered solely as a potential means of supporting home ownership where necessary. Discussions regarding a return to the Scheme have continued notwithstanding the Objector's desire not to pursue an equity assistance arrangement. I therefore do not accept that the Objector's ability to return to the Scheme is dependent upon the delivery of affordable housing provision (noting that the Scheme will deliver affordable housing provision) or the availability of shared ownership products. Rather, discussions have proceeded based on identifying a route by which the Objector's stated preference for full ownership of a property within the completed Development might be achieved.
10.2.33	*"30. The Guidance requires an acquiring authority to demonstrate that reasonable steps have been taken to acquire all of the land and rights included in the order by agreement, compulsory purchase being a last resort. Section 10 of the SoR asserts compliance with that requirement."*
10.2.34	**Response:** I consider that the Council has complied with the requirement to take reasonable steps to acquire the necessary land interests by agreement before seeking compulsory acquisition powers. As set out elsewhere in this Statement, the Council has engaged extensively with the Objector over a prolonged period in an effort to reach a negotiated resolution. That engagement has included discussions regarding the market value of the property, disturbance compensation, relocation requirements, property search assistance, the possibility of a financial settlement, and the potential for a return to the completed Scheme. The Council accepted the valuation prepared by the Objector's appointed valuer for the purposes of progressing the acquisition and has continued to engage with the Objector and her representative regarding a range of matters relevant to securing agreement. The Council also sought to progress negotiations by meeting the reasonable costs of the Objector's professional representative in connection with reviewing draft right of return proposals, sharing information regarding the Scheme and potential replacement accommodation, and engaging in discussions concerning valuation methodology, financial arrangements and the practical implementation of a return to the Development. Whilst agreement has not ultimately been reached and certain discussions have taken longer than the Council would ideally have wished, the Council

	considers that it has made sustained and genuine efforts to acquire the Objector's interest by agreement. The Council does not accept that the absence of detailed right of return discussions at the time the Statement of Reasons (**CD 1.3**) was prepared demonstrates a failure to take reasonable steps to acquire the property by agreement. At that stage, the Objector was, to the Council's understanding, outside the United Kingdom and the most recent discussions had centred on a proposed financial settlement, including the agreed market valuation of the property, together with ongoing discussions regarding disturbance compensation and relocation arrangements. As those discussions progressed, and as the Objector's preference increasingly focused on a return to the Scheme, the Council subsequently developed and advanced discussions regarding the practical arrangements that might facilitate that outcome. The Council therefore considers that the ongoing development of right of return proposals should be viewed in the context of the wider negotiations between the parties, rather than as a separate prerequisite to demonstrating reasonable efforts to acquire the property by agreement. The Council's position remains that it engaged constructively with the Objector over an extended period, explored a range of potential solutions, and continued to pursue a negotiated outcome both before and after the preparation of the Statement of Reasons (**CD 1.3**).
10.2.35	*"31. As regards the Objector, the position is as follows. The Council's offer of 5 February 2026 was expressed to be conditional upon completion of a surrender of her lease by 30 April 2026. It lapsed when she exercised her statutory right to object. No subsisting offer has replaced it."*
10.2.36	**Response:** The Council notes that the acquisition offer issued on 5th February 2026 was expressed to be conditional upon completion of the acquisition by 30th April 2026 and that the transaction did not proceed on that basis. However, the Council does not accept that the expiry of that offer brought engagement regarding the Objector's relocation to an end, nor that no further proposals have subsequently been advanced. Following the Objector's confirmation that she did not wish to proceed with the acquisition offer, attention increasingly turned to the possibility of a return to the completed Scheme, reflecting the Objector's evolving preferences. Whilst the specific acquisition offer made in February 2026 did not proceed, negotiations did not cease. Rather, following the Objector's decision not to proceed with that offer, discussions became increasingly focused on her preference for a return to the Scheme. Although the possibility of a financial settlement remained under consideration for a period, the principal focus of subsequent engagement was directed towards exploring and developing the arrangements that might facilitate a return to the completed development.

	Engagement has therefore continued with the objective of seeking agreement on the terms upon which that return might be achieved.
10.2.37	*"32. Discussions concerning options for the Objector's return to the redeveloped Estate took place over an extended period, but did not result in any concrete or binding proposal until 26 June 2026 – more than three months after the Order was made, two months after the Objection was lodged, and after the inquiry had been fixed – when the Council provided a document entitled "Right of Return Agreement".* *33. That document is an uncompleted template. Every operative term is blank: the Agreed Existing Property Value is "[Insert £ amount]"; the bedroom requirement for the replacement property is "[insert number]"; the Home Loss Payment is "[insert amount]"; the Longstop Date is "[Insert date]". It identifies no unit, no value, no date and no financial terms. It is not an offer capable of acceptance. The Council's own covering email of 26 June 2026 confirms as much, describing the draft as "intended to inform discussion on your return to the UK" and acknowledging that "the review may take some time": a discussion document, not an offer.* *34. The Objector welcomes, in principle, a binding and concrete right of return, and notes that the draft agreement contains mechanisms (an agreed existing property value protected against market movement, and fallback provisions) capable of supporting one. Having purchased her existing home outright, however, the Objector requires full ownership of any replacement home; a structure under which the Council or its development partner would retain an equity interest in, or hold a loan or charge secured against, her home is not acceptable to her. No completed version of the agreement, and no concrete proposal of any kind for her return to the Estate – on a full-ownership basis or otherwise – had been advanced by the date on which the Order was made, or has been advanced since. Indeed, the Council's own Statement of Case for this inquiry records that the Objector "has expressed a preference for right of return instead of financial settlement, which the Council has agreed to". That admission makes the absence of any concrete offer the more stark: a right of return which the Council says it has agreed to has never been reduced to an offer capable of acceptance. An authority which promotes an order on the footing of a policy right of return (SoR paragraph 4.1.5), but which first reduces that right to even draft contractual form some ten weeks after making the order, and then only as a blank template, cannot demonstrate that compulsion was a last resort when the order was made, nor that reasonable steps have been taken to acquire the Objector's interest by agreement."*
10.2.38	**Response:** The Council accepts that the draft Right of Return Agreement circulated on 26th June 2026 was the first occasion on which the proposed arrangements were brought together within a single document. The Council does not dispute that the document was provided in draft form and that a number of matters remained to be agreed at that stage. However, the purpose of the

	draft was not to present a finalised or binding proposal, but rather to provide a framework for further discussion regarding matters that remained under consideration. The Council does not accept that the draft's status as a discussion document diminishes the significance of the work undertaken to progress a potential right of return. Rather, it represented one stage in the ongoing negotiations between the parties concerning the basis upon which the Objector's stated preference for a return to the Scheme might be achieved. The Council also notes that the draft agreement generated substantive engagement from the Objector and her representative, including comments on the proposed valuation approach and other aspects of the arrangements. In the Council's view, this demonstrates that the draft served its intended purpose of advancing negotiations and identifying the matters that required further discussion before any arrangement could be finalised. The circulation of the draft Right of Return Agreement represented a further stage in an ongoing process of engagement, rather than the first consideration of a return to the Scheme. Whilst the detailed arrangements necessarily continued to evolve thereafter, the Council has remained committed to working with the Objector and her representative to explore the basis upon which her stated preference for a return to the completed development might be achieved. The Council notes the Objector's position that any return to the Scheme should be on the basis of full ownership of a replacement property and acknowledges that she has expressed reservations regarding equity assistance arrangements. The Council has sought to ensure that the nature and operation of the proposed equity assistance mechanism were clearly explained, both through email correspondence and during an in-person meeting with the Objector, so that it could be properly understood and considered as a potential option. Whilst the Objector ultimately indicated that she did not wish to pursue an equity assistance arrangement, the Council also notes her acceptance, in principle, of aspects of the draft Right of Return Agreement, including the proposed approach to protecting the agreed value of the existing property and the provision of fallback arrangements. The Council does not accept that its reference to having agreed to pursue a right of return should be interpreted as meaning that all terms of such an arrangement had already been agreed, or that a final offer was required before discussions could proceed. Rather, it reflects the fact that the Council had accepted the Objector's stated preference for a return to the Scheme as the principal focus of ongoing negotiations and had committed resources to exploring the practical, valuation and legal arrangements necessary to facilitate that outcome. The Council's position remains that it took reasonable steps to seek to acquire the Objector's interest by agreement. Those efforts evolved in response to the matters under discussion between the parties and included,

	at different stages, consideration of both a financial settlement and a return to the completed Scheme. Whilst the detailed arrangements associated with a right of return continued to be developed after the making of the Order, the Council does not consider that this demonstrates a failure to pursue acquisition by agreement. Rather, it reflects the continuing nature of negotiations and the Council's ongoing efforts to work constructively with the Objector and her representative towards a mutually acceptable solution.
10.2.39	*"35. The Order engages the Objector's rights under Article 8 of the Convention (respect for private and family life and the home). The interference proposed is permanent and irreversible, and must accordingly be shown to be necessary and proportionate on the particular facts.* *36. Those facts include: the Objector's age and state of health; her role as sole carer for her ninety-one-year-old mother abroad, which requires her to divide her time between Cambridge and her mother's home, at times and for durations she cannot predict; the deliberate selection and retention of the Property as a home in which she can age independently without a car; and the absence, as matters stand, of any secured route by which she can return to, or remain in, this locality. A forced move on the Council's timetable, without a completed right of return or genuinely workable relocation within the locality, would be a disproportionate interference with those rights. The Council has been on written notice of these circumstances: on 27 May 2026 its Regeneration Manager thanked the Objector "for providing further detail around your family circumstances, appreciated and understood"."*
10.2.40	**Response:** I refer to my response above in respect of Objector 1's Ground 2 (Section 9.8.4 above) which covers similar issues, as well as Section 8 of this Statement above which covers Human Rights and PSED issues more generally. In those Sections, I cover why I consider the interference with the Convention rights of Objector 1 is necessary and proportionate. The Council's position is that the Objector's individual circumstances have been acknowledged and carefully considered as part of the acquisition process. Whilst the Council acknowledges the significance of the impact that relocation may have upon the Objector, it considers that the steps taken to date, including ongoing discussions regarding a return to the Scheme, demonstrate a continuing effort to address those concerns and to seek a proportionate and reasonable outcome.
10.2.41	*"37. The public sector equality duty under section 149 of the Equality Act 2010 is a continuing one, and applies to the Secretary of State's confirmation decision. The Equality Impact Assessment relied upon in the SoR identifies, as the principal mitigation for leaseholders, the "[p]rovision of a shared equity scheme for qualifying leaseholders, in accordance with the Council's Regeneration Policy" (SoR paragraph 12.6.1). For the reasons given at paragraphs 25 and 29 above, that mitigation is neither secured on the consented Scheme nor apt to meet the Objector's position. The assessment*

	on which the Order rests therefore proceeds upon a premise which no longer holds, and due regard must be had afresh – on the true, current facts – to the impact of confirmation on those sharing the protected characteristics of age and disability before the Order could properly be confirmed."
10.2.42	**Response:** The reference to equity assistance within the Equality Impact Assessment (**CD 7.2**) should be understood as one example of the measures available to support resident leaseholders, rather than the sole means by which the impacts of relocation may be mitigated. The Council has continued to consider the Objector's circumstances throughout the acquisition process and during its ongoing engagement with her and her representative. The Council further notes that the equity assistance mechanism discussed with the Objector was intended to avoid the need for conventional borrowing to bridge any gap between the value of the acquired property and the cost of a replacement property. As it does not involve mortgage repayments, interest payments or other ongoing financial commitments, the Council considered it appropriate to discuss this option with the Objector as a potential means of supporting continued home ownership without creating additional monthly financial obligations. The Council nevertheless recognises that the Objector did not wish to pursue an equity assistance arrangement and has continued to explore alternative options consistent with her stated preference for full ownership of a replacement property. Accordingly, the Council does not accept that the Equality Impact Assessment (**CD 7.2**) proceeds on a premise which no longer holds. Rather, the Council considers that the underlying objective of the mitigation identified, namely supporting resident leaseholders in securing suitable accommodation and, where appropriate, returning to the completed Scheme, remains relevant to its ongoing discussions with the Objector. The Council continues to seek to reach agreement on a basis that reflects the Objector's stated preference not to pursue an equity assistance arrangement, whilst exploring alternative arrangements that may facilitate a return to the Scheme.
10.2.43	*"38. The Objector has engaged constructively with the Council throughout and remains willing to do so; the Council's own Statement of Case records its agreement in principle to a right of return for the Objector. Without prejudice to the grounds set out above, the objection is capable of resolution by either of the following:* *(a) a completed and executed Right of Return Agreement providing for: a two-bedroom unit within the Scheme no smaller than the Property, selected by the Objector from the units available; full and outright ownership – and not shared ownership, shared equity, or any retained equity interest in favour of the Council or its development partner – free of any loan, charge or other encumbrance in favour of either; an Agreed Existing Property Value no less favourable than that reflected in the Council's offer of 5 February 2026, with*

	the protections against market movement contained in the Council's own draft; effective and durable protection in respect of service charges, consistent with clause 12 of the Council's own draft; financial terms consistent with the principle stated at clause 12.3 of that draft, namely that the leaseholder is not to be required to assume additional mortgage debt, personal contribution or materially worse financial terms; and a defined Longstop Date engaging the fallback provisions of clause 13 of the draft; or *(b)acquisition of the Objector's interest by agreement on terms which genuinely enable her to acquire a comparable two-bedroom home, in full ownership, in the same locality, together with reasonable provision for interim accommodation costs – consistent with clause 11 of the Council's own draft – for the period reasonably* *required for her to identify and complete the purchase of such a home, having regard to her caring commitments abroad.* *39. For the avoidance of doubt, engagement with the Council's draft agreement, or with any revised proposal, does not require withdrawal of the Objection, and no such withdrawal is to be implied from any negotiation."*
10.2.44	**Response:** The Council notes the matters raised by the Objector and considers that a number of the issues identified are capable of further discussion and resolution through ongoing negotiations between the parties. The Council can confirm that a meeting has been provisionally arranged for 15th September 2026 to discuss these matters in greater detail with the Objector and her representative and, where possible, to seek their resolution. Given that discussions remain active and a number of matters are still under consideration, the Council does not consider it necessary to address each element of the Objector's proposals in detail within this Statement. The Council notes the Objector's clarification in paragraph 39. The Council's understanding is that discussions will continue in parallel with the objection process and without prejudice to the Objector's position in those proceedings. The Council welcomes the continuation of negotiations and remains committed to engaging constructively with the Objector and her representative as discussion progress, with a view to exploring whether an agreed resolution can be reached.

10.3 **Objector 2 (55 Princess Court)– Statement of Case** (**CD 5.7**)

Pursuant to a direction by the Inspector, Objector 2's Statement of Case (**CD 5.7**) is not in the public domain. The Council's response to Objector 2's statement is therefore removed from this Statement of Evidence and the relevant pages left blank. Any questions should be directed to housingdevelopment@ cambridge.gov.uk

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11 CONCLUSION

Based on my evidence set out in this Statement and that of Paul Belton (**CD 9.4**), I consider that the Council has complied with the relevant parts of the Guidance and that there is a compelling case in the public interest for the confirmation of the Order.

12 STATEMENT OF TRUTH AND DECLARATION

12.1 Statement of Truth

12.1.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

12.2 Declaration

12.2.1 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.

12.2.2 I confirm that I understand and have complied with my duty to the inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.

12.2.3 I confirm that I am not instructed under any conditional or other success-based fee arrangement.

12.2.4 I confirm that I have no conflicts of interest.

12.2.5 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the inquiry.

Signed: ______________ Dated: 15 September 2026

Appendix 1 - Acceptance letter from Homes England relating to Strategic partner Bid SP-01024 dated 25 August 2026 (RJ1)

Homes England

Cambridge City Council **BY EMAIL ONLY**

25th August 2026

Dear Robert Pollock

Strategic Partner Bid SP-01024 – Social and Affordable Homes Programme 2026 to 2036

I am writing to confirm that, following receipt of your bid for the Social and Affordable Homes Programme 2026 to 2036 (SAHP), funding has been allocated to you totalling £96,360,000 to deliver 803 homes under this programme.

To receive grant funding from Homes England you and all your delivery partners must be a qualified Investment Partner. If you are not currently an Investment Partner, find out how to apply for Investment Partner status. We will also ask you and your delivery partners to supply 'Know Your Customer' information as part of our customer due diligence process. As part of this process, we may ask for additional information including but not limited to source of funds. If you have any questions relating to these processes, please contact Provider.Onboarding@homesengland.gov.uk

Any allocation awarded under the programme will be subject to an SAHP Grant Agreement. This will be issued following completion of the onboarding requirements above.

Chapter 14 of the Capital Funding Guide sets out our requirements for Strategic Partnerships with Homes England that are funded through the Social and Affordable Homes Programme 2026 to 2036. https://www.gov.uk/guidance/capital-funding-guide/14-strategic-partnerships

This chapter provides guidance specific to Strategic Partnerships and should be read together with the relevant Grant Agreement and the other chapters in the Capital Funding Guide (CFG), which form the basis for the guidance outlined here.

Strategic Partners will need to use the Investment Management System or such other digital system as specified by Homes England to record delivery information and to support management of the Grant Agreement.

Finally, I would like to thank you for all the hard work that you and colleagues have put into progressing the pipeline of sites that form part of you Strategic Partnership bid for grant funding and we now look forward to working with you to deliver the much-needed affordable homes.

Yours Sincerely

Shahi Islam

Director – Affordable Housing

Appendix 2 - Award letter from the Cabinet Office relating to the Brownfield Land Release Fund dated 9 February 2026 (RJ2)

Cabinet Office

Ministry of Housing, Communities & Local Government

Local Government Association

Robert Pollock
Chief Executive
Cambridge City Council
The Guildhall
Cambridge
Cambridgeshire, CB2 3QJ

09 February 2026

Dear Robert Pollock

Brownfield Land Release Fund

This is a pre-announcement letter to be held in confidence. The details of this letter are not to be disclosed publicly until after the official announcement from the Ministry of Housing, Communities and Local Government.

Thank you for your application to Round 4 of the Brownfield Land Release Fund 2 (BLRF2.4), delivered on behalf of the Ministry of Housing, Communities and Local Government (MHCLG) by the One Public Estate (OPE) Programme.

We are writing to confirm the outcome of your recent application to Round 4 of the BLRF2 programme.

Project name	**Funding awarded**
Hanover & Princess Court	£975,000
Total	**£975,000**

Next Steps

To enable the release of BLRF2.4 funding, your council will need to return a signed copy of the Grant Funding Agreement (GFA) attached, using the ‘fill and sign’ function where possible.

Your S151 Officer will need to sign the GFA as soon as possible. It must be received by 11.59pm on 23 February 2026 at the very latest.

Should the GFA submission deadline date be missed, it may not be possible for funding to be released. MHCLG reserves the right to withdraw the offer of funding if this deadline is missed without a clear reason being provided.

Criteria for Funding Reminder

Land Release deadline: All Conditions of Funding are set out in the Grant Funding Agreement. We would like to take this opportunity to remind you of the obligations for BLRF2.4 funding within it, particularly with respect to land release, which requires schemes to release land by **30 September 2027**.

Procurement deadline: The applicant must ensure works contracts for BLRF2.4-funded activity are signed by 11.59pm on **31 March 2026** and evidence of this provided by email to OPE at onepublicestate@local.gov.uk **by 10 April 2026**.

Project progress reporting: Reporting against project progress is a mandatory condition of funding, as set out in the Grant Funding Agreement. Project leads will be required to report on six milestones at each reporting period, which is currently three times per year, as well as providing a narrative on the project's key risks/issues to delivery.

Project reporting has recently moved online, and your named project lead, listed as part of your application, will be provided with instructions on accessing this. It is therefore very important that you advise us if your project lead changes: onepublicestate@local.gov.uk.

Payment

Payment will be made on or before 31 March 2026. Your council should receive a Remittance Advice on receipt of this payment. This payment should appear on the council's bank statement, identifiable using a 10-digit payment number beginning *24xxxxxxxx*, which may be preceded by "MHCLG". If your finance department is not able to locate this payment, they can contact MHCLG Finance via: SAP.Helpdesk@communities.gov.uk.

Programme Feedback

Feedback and learning from partners who applied for Round 4 is welcomed to inform any future application rounds. To do so, please contact your OPE Regional Team via https://www.local.gov.uk/our-support/one-public-estate/contact-one-public-estate.

We would like to thank you for your application and we look forward to continuing working with you.

Yours sincerely,

Kirsty Rouillard
Programme Director, OPE
Office of Government Property
Cabinet Office

Ellen Vernon
Programme Director, OPE
Local Government Association

George Kenyon
Deputy Director of Land and Infrastructure
Ministry of Housing,
Communities and Local Government

Appendix 3 - Funding agreement between (1) The Secretary of State for the Ministry of Housing, Communities and Local Government and (2) Cambridge City Council dated 9 February 2026 (RJ3)

Ministry of Housing, Communities & Local Government

THIS FUNDING AGREEMENT is made on 09 February 2026

BETWEEN:-

(1) The Secretary of State for the Ministry of Housing, Communities and Local Government (MHCLG) whose head office is at Fry Building, 2 Marsham Street, London SW1P 4DF (the "**Department**"); and

(2) Cambridge City Council whose principal address is at The Guildhall CAMBRIDGE, Cambridgeshire, CB2 3QJ (the "**Grant Recipient**").

RECITALS:-

(A) This Grant is made on the basis of the Grant Recipient's Bid(s), a copy of which is attached to this Funding Agreement at Annex A.

(B) The Department has agreed to make a financial contribution to the Grant Recipient for the purposes of supporting the Project as described in the Bid.

(C) The parties have agreed that the Grant shall be provided and managed in accordance with the Terms and Conditions of this Funding Agreement as set out below.

(D) The Department acts through the One Public Estate teams within the Cabinet Office and Local Government Association in respect of this Grant as set out below, but remains ultimately responsible for the Grant, including in relation to its payment, management, administration and termination.

(E) The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement

IT IS AGREED as follows:-

1. DEFINITIONS

In this Funding Agreement:

"**Bid**" means the bid(s) by the Grant Recipient for financial assistance attached at Annex A.

"**Branding Manual"** means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available at https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/, including any subsequent updates from time to time.

“Brownfield Land” means land which is or was occupied by a permanent structure including the curtilage of the developed land (although it should not be assumed that the whole curtilage should be developed) and any associated fixed surface infrastructure. This excludes: land that is or was last occupied by agricultural or forestry buildings: land that has been developed for minerals extraction or waste disposal by landfill, where provision for restoration has been made through development management procedures; land in built-up areas such as residential gardens, parks, recreation grounds and allotments; and land that was previously developed but where remains of the permanent structure or fixed surface structure have blended into the landscape.

“Contracted” means a legally binding contract is in place imposing a commitment on the Grant recipient to pay for the Funded Works.

“Eligible Expenditure” means payments by the Grant Recipient during the Funding Period as defined in clause 5.

“**Fixed Assets**” means property, plant and equipment owned by the Grant Recipient.

“**Funded Works**” mean the infrastructure and remediation works the Grant supports, in accordance with the Bid.

“**Funding Agreement**” means this agreement, Schedule and Annexes.

“**Funding Period**” means the period set out in the Schedule.

“**Grant**” means the sum to be paid to the Grant Recipient in accordance with clause 3.

“Land Release” means:

(a) The execution of an unconditional contract, development agreement or building license with a private sector partner or a freehold or leasehold transfer (whichever is sooner) in respect of Project Land;

(b) The transfer of Project Land to a development vehicle owned, or partly owned, by the Grant Recipient; or

(c) (if (a) and (b) above have not occurred) The point at which development of Project Land begins on site.

“**One Public Estate**” means the One Public Estate programme – a partnership between the Department, Cabinet Office and the Local Government Association – which manages the Brownfield Land Release Fund on behalf of the Department.

“**Project**” means the project as described in the Bid.

“**Project Longstop Date**” means 30 September 2027.

“**Project Targets**” means the objectives, activities or targets described in the Bid.

“Project Land” means land or buildings which are improved as a planned step in the implementation of the Project;

“Self and Custom Build” means, the building or completion by: individuals; associations of individuals; or persons working with or for individuals or associations of individuals, of houses to be occupied as homes by those individuals. It does not include the building of a house on a plot acquired from a person who builds the house wholly or mainly to plans or specifications decided or offered by that person".

"**Terms and Conditions**" mean the terms and conditions of the Grant, as set out in this Funding Agreement. For the avoidance of doubt, this includes the Special Conditions set out in the Schedule to this Funding Agreement.

2. INTERPRETATION

In this Funding Agreement:

a) references to an Annex, Schedule, clause or sub-clause shall mean an Annex, Schedule, clause or sub-clause of this Funding Agreement so numbered;

b) headings in this Funding Agreement shall not affect its interpretation;

c) reference to 'this Funding Agreement' includes any variations made from time to time pursuant to these Terms and Conditions; and

d) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom, including but not limited to retained direct EU legislation as defined within section 20(1) European Union Withdrawal Act 2018.

3. GRANT

3.1 Payment of the Grant is subject to the Grant Recipient complying with these Terms and Conditions and to such further conditions and requirements that the Secretary of State may from time to time specify in writing.

3.2 The Secretary of State agrees to pay the Grant to the Grant Recipient as a contribution towards Eligible Expenditure incurred by the Grant Recipient in the delivery of the Project.

3.3 The Grant shall not be used for any other purpose without the prior written consent of the Department.

3.4 The Funded Works this Grant supports must be Contracted within the Funding Period.

3.5 Evidence that the Funded Works have been Contracted, signed within the Funding Period, should be sent to your One Public Estate Regional Programme Manager no more than two weeks after the end of the Funding Period.

3.6 Land Release must be complete by the Project Longstop Date;

3.7 Details of the programme, powers under which the Grant is paid and Treasury consent (if needed) are listed in the Schedule.

4. PAYMENT OF GRANT

4.1 Subject to clause 9, the Department shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule.

4.2 The Grant Recipient shall promptly repay to the Department any money incorrectly paid to it either as a result of administrative error or otherwise.

5. ELIGIBLE EXPENDITURE

5.1 Subject to clause 5.2, Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the purposes of delivering the Project. Eligible Expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.

5.2 The following costs are not Eligible Expenditure:-

a) payments for activities of a political or exclusively religious nature;

b) payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;

c) payments for goods or services that the Grant Recipient has a statutory duty to provide;

d) payments reimbursed or to be reimbursed by other public or private sector grants;

e) contributions in kind (a contribution in goods or services as opposed to money);

f) depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;

g) interest payments (including service charge payments for finance leases);

h) gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;

i) entertaining payments (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);

j) statutory fines, criminal fines or penalties;

k) liabilities incurred before the issue of this Funding Agreement unless agreed in writing by the Department;

l) revenue costs (e.g. staffing costs)

6. PROGRESS REPORTING

6.1 The Grant Recipient must be in regular communication with One Public Estate regarding progress of the Project as set out in the Schedule.

6.2 If the Grant Recipient is experiencing any financial, administrative, managerial etc. difficulties that may hinder or prevent the completion of the Project, the Grant Recipient must inform One Public Estate as soon as possible.

7. CHANGES TO THE PROJECT

7.1 Any changes to the Project must be agreed in writing by way of Variation Request (Annex B) with the Department before implementation.

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8. GRANT RECIPIENT OBLIGATIONS

8.1 The Grant Recipient must comply with the reporting requirements set out in the Schedule.

8.2 The Grant Recipient shall at all times during and following the end of the Funding Period:

a) comply with requirements of the Branding Manual in relation to the Funded Activities; and

b) cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

9. EVENTS OF DEFAULT AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT

9.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 9.3 occur, the Department may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.

9.2 Where any part or all of the Grant is required to be repaid in accordance with clause 9.1 above, the Grant Recipient must repay this amount within 30 days of receiving the demand for repayment.

9.3 An Event of Default is the occurrence of any of the following:-

a) the Grant Recipient fails, in the Department's sole opinion, to make satisfactory progress with the Project; and in particular with meeting the Project Longstop Date;

b) there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which the Department considers to be significant or prejudicial to the satisfactory continuance of the Project;

c) any information provided in the Bid or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Department considers to be significant;

d) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;

e) it appears to the Department that the Grant Recipient no longer requires financial assistance in order to carry out the Project;

9.4 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, the Department will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concerns about the Project or of any breach of the Terms and Conditions.

9.5 The Grant Recipient must act within 21 days to address the Department's concern or rectify the breach, and may consult or agree an action plan to resolve the problem with the Department.

9.6 If the Department is not satisfied with steps taken by the Grant Recipient pursuant to clause 9.5 above, it may withhold or suspend any further payment of the Grant (including by way of clause 9.4 above), or recover Grant already paid.

10. DISPUTES

10.1 All disputes and complaints shall, in the first instance be referred to One Public Estate who will inform the Grant Recipient's manager for the Project and the Grant Recipient's principal contact in the Department who shall use all reasonable endeavours to negotiate in good faith, and settle the dispute or complaint amicably.

Attachments:

Schedule
Annex A Bid
Annex B Variation Request

Authorised to sign for and on behalf of the Secretary of State for Housing, Communities and Local Government

Signature

Name in Capitals

GEORGE KENYON, Deputy Director of Land and Infrastructure, Ministry of Housing, Communities and Local Government

Date 09 February 2026

The Grant Recipient accepts the Grant and agrees to comply with the Terms and Conditions contained in this Funding Agreement:

Authorised to sign for and on behalf of Cambridge City Council

Signature

Name in Capitals JODY ETHERINGTON

Date 19/2/2026

Principal contact(s):

Name

Email

Telephone

Name

Email

Telephone

SCHEDULE

Name of Project/ programme:	Hanover & Princess Court (Brownfield Land Release Fund 2)
Power under which Grant is to be paid:	Housing Grants, Construction and Regeneration Act 1996, s.126. Grant paid with the consent of His Majesty's Treasury.
Grant Recipient's principal contact in the Department:	**The Department** **One Public Estate:** **Your** One Public Estate **Regional Manager**
Funding Period:	The period commencing 09 February 2026 and ending at 11.59pm on 31 March 2026
Amount of Grant:	£975,000
Payment arrangements:	Payment will be made in one instalment by 11.59pm on or before 31 March 2026
Project Targets:	Not applicable (but please see the Special Conditions) below.
Reporting requirements:	As stated on the One Public Estate: Brownfield Land Release Fund 2 (December 2025) website at the time of application, BLRF2-supported schemes will be required to report three times a year – or as otherwise determined by MHCLG and One Public Estate – through your One Public Estate partnership. Your Project leads for your BLRF2 scheme(s) will be required to report on the six milestones detailed below within each tri-annual report, as well as provide a narrative on the Project's key risks/issues to delivery. The six milestones are: 1. **Procurement of infrastructure works: contractor commencement date.** This relates to the Funded Works, as defined above. The date entered should be the day on which tenders are issued 2. **Commencement of BLRF Funded Works date.** This refers to the first of the Funded Works, if multiple. 3. **Completion of BLRF Funded Works date** (last of the Funded Works, if multiple) 4. **Date of Land Release** (as defined above) 5. **Expected start on site** (new homes) a. A "start" is an excavation for strip or trench foundations or for pad footings; digging out and preparation of ground for raft foundations;

	vibro-flotation, piling, boring for piles or pile driving; or draining work specific to the scheme. 6. **Expected development end date** (final housing unit completion).
Special conditions:	Applications have only been considered when the following Eligibility and Gateway Criteria, set out on the “One Public Estate: Brownfield Land Release Fund details: December 2025” webpage at the time of application, were satisfied: Eligibility criteria (pass/fail) ● The land to which the application relates is defined as previously developed land (Brownfield Land). ● The land is in council ownership. ● The Project must be undertaking capital works on council owned land only. ● The Project timings must ensure works contracts for BLRF2 funded activity are signed by 31 March 2026 and evidence of this can be provided by 10 April 2026. ● The Project must be able to release land by 30 September 2027. ● The council can demonstrate a general or specialised housing need. ● The council or One Public Estate Partnership has informed relevant local MPs of proposed Projects and agree to keep them informed of the progress of any application. ● The Project meets One Public Estate’s pre-selection criteria 2. Gateway criteria (pass/fail) Applications that meet the stage one eligibility criteria will progress to the gateway stage. This stage will consider: ● evidence of value for money ● evidence of market failure ● evidence of deliverability and mitigation of risk. More detail on these criteria can be found in the Brownfield Land Release Fund 2 Prospectus If the Project no longer meets the Eligibility and Gateway Criteria, this constitutes a breach of this Funding Agreement and MHCLG will be entitled to exercise the rights set out at clause 9.1 of this Funding Agreement.

Annex A

Bid proposal included under separate cover.

Annex B

VARIATION REQUEST

WHEREAS the Grant Recipient and the Secretary of State for Housing, Communities and Local Government entered into a Grant Funding Agreement for the approved Project dated [INSERT DATE] [as varied on [INSERT DATE]] (the “Funding Agreement”) and now wish to amend the Funding Agreement.

IT IS AGREED as follows

1. DEFINITION

1.1 Terms defined in the Funding Agreement shall have the same meaning when used in this Variation Request, unless defined otherwise.

2. VARIATION

2.1 With effect from [INSERT START DATE] the Funding Agreement shall be amended as set out in this Variation Request:

Variation requestor:	[INSERT NAME, TEAM & DIVISION]
Summary of variation:	[INSERT FULL DETAILS OF VARIATION]
Reason for variation:	[INSERT REASON FOR VARIATION]
Revised Grant:	[INSERT NEW AMOUNT IN FIGURES]
Revised Funding Period:	[INSERT NEW START DATE TO END DATE]
Revised Payment Arrangements:	[INSERT NEW PAYMENT ARRANGEMENTS]
Other Variation:	[INSERT ANY OTHER PROPOSED CHANGE TO FUNDING AGREEMENT TERMS]

2.2 Save as herein amended all other Terms and Conditions of the Funding Agreement shall remain in full force and effect.

Authorised to sign for and on behalf of the Secretary of State for Housing, Communities and Local Government Signature Name in Capitals Date Address in full	**Authorised to sign for and on behalf of Cambridge City Council** Signature Name in Capitals Date Address in full

Appendix 4 - Letter of support from Leader of the Council (RJ4)

Councillor Katie Thornburrow

Leader of Cambridge City Council

Dear Inspector,

Support for the Hanover & Princess Court Compulsory Purchase Order

I am writing as Leader of Cambridge City Council to express my strong support for the confirmation of the Compulsory Purchase Order required to enable the redevelopment of Hanover & Princess Court. This scheme represents an important opportunity to deliver a sustainable, well-designed and future-proofed neighbourhood that reflects the Council's ambitions for Cambridge and responds to the climate and biodiversity challenges facing our city.

In my view, one of the strongest aspects of the redevelopment is its sustainability-led design. The existing housing blocks date from the 1960s and have poor sustainability credentials. The proposed development will replace these ageing buildings with new homes constructed to the Council's sustainable specification, helping to reduce carbon emissions and improve environmental performance for future generations. Airtight construction methods will also improve residents' comfort whilst reducing external noise and energy demand.

The scheme has been carefully designed to promote sustainable living. Its central location enables residents to access jobs, services and facilities without relying on the private car, whilst the layout prioritises walking and cycling through a clear and interconnected network of pedestrian and cycle routes. The redevelopment will also reintroduce a historic pedestrian connection between Bentinck Street and George IV Street, improving permeability and strengthening links with the surrounding neighbourhood.

Equally important is the significant environmental enhancement that the scheme will deliver. The landscape proposals incorporate biodiversity, habitat creation and ecological resilience throughout the development, alongside high-quality public spaces. The scheme will achieve a biodiversity net gain of 20%, delivering a measurable improvement over the existing position and creating a greener environment for residents and visitors alike.

The redevelopment also demonstrates how sustainable growth can be achieved in a way that benefits the wider community. The scheme will deliver 165 new homes, including 72 affordable homes, exceeding the Local Plan requirement for affordable housing. It will provide a net increase of 38 dwellings, alongside a new community facility, creating a more vibrant, inclusive and resilient neighbourhood.

Good design is fundamental to sustainability. The layout promotes safety and community cohesion through active frontages and well-overlooked public spaces, helping to reduce anti-social behaviour while creating an attractive and accessible place to live. The planning merits of the scheme have already been recognised through the grant of planning permission by the Planning Committee in June 2026.

As Leader of the Council, I believe this redevelopment exemplifies the type of sustainable regeneration that Cambridge should be delivering replacing outdated and inefficient buildings with high-quality homes, reducing carbon emissions, enhancing biodiversity, encouraging sustainable travel and creating lasting social, environmental and economic benefits.

For these reasons, I respectfully support the confirmation of the Compulsory Purchase Order.

Yours sincerely,

Councillor Katie Thornburrow

Leader of Cambridge City Council

Appendix 5 - Letter from the Council's Chief Executive dated 10 September 2025 (RJ5)

10 September 2026

Support for the Compulsory Purchase Order

Dear Inspector,

I write in support of the Compulsory Purchase Order required to facilitate the redevelopment of the Hanover and Princess Court estate in order to deliver a housing scheme that is of significant public benefit.

The Council's place making vision "One Cambridge - Fair for All", combines economic prosperity with social justice and equality. This is reflected in our Corporate Plan 2022-2027, which establishes four key priorities: responding to the climate and biodiversity emergencies, tackling poverty and inequality, delivering a new generation of council and affordable homes, and modernising the Council to create a greener city that is fair for all.

The proposed redevelopment directly supports these strategic objectives. In March 2023, the Executive Councillor for Housing approved the redevelopment proposals, recognising the importance of the scheme in addressing local housing needs and improving living conditions for residents.

The Council recognises that compulsory purchase powers should only be exercised where they are necessary and after genuine and reasonable efforts have been made to acquire all required interests by agreement. Throughout the development of the scheme, acquisition by agreement has remained the Council's preferred approach and substantial efforts have been undertaken to secure voluntary acquisitions. However, despite considerable progress, the Order is now required to ensure the comprehensive delivery of the redevelopment programme.

The Council has demonstrated its commitment to residents by prioritising their safety and wellbeing throughout the regeneration process. To date, approximately £15.3 million has been committed towards re-location costs and other costs to secure vacant possession and support affected residents. Whilst significant progress has been made, the remaining interests must be acquired to enable the scheme to proceed in its entirety.

Extensive public consultation has informed the development of the proposals, ensuring that local views and aspirations have shaped the design and delivery of the regeneration scheme. There is strong political support for the scheme from the Leader of the Council and the Cabinet member for Housing.

The benefits of the scheme are both substantial and long-lasting. The redevelopment will deliver significant qualitative and quantitative improvements to the existing housing stock, helping to meet local housing demand while improving social facilities and environmental amenity. The scheme will create a safer, more inclusive and attractive neighbourhood and generate lasting benefits for residents' health, wellbeing and community cohesion.

The redevelopment also represents the efficient use of a brownfield site and will replace poor-quality and unsafe housing with sustainable new homes built to meet Cambridge's high sustainability standards.

In my view, the compelling public interest case for the Order has been met. The redevelopment will secure substantial social, environmental and housing benefits that cannot be achieved without assembling all relevant land interests. The Council has exhausted reasonable efforts to acquire interests by agreement, and the use of compulsory purchase powers is now necessary to deliver this important regeneration project and realise the significant benefits it will bring to current and future residents.

I therefore fully support the confirmation of the Compulsory Purchase Order.

Yours sincerely

Robert Pollock

Robert Pollock
Chief Executive

Appendix 6 - Letter of support from the Council's Cabinet Member for Housing (undated) (RJ6)

Councillor Gerri Bird

Executive Councillor for Housing

Cambridge City Council

Dear Inspector,

Support for the Hanover & Princess Court Compulsory Purchase Order

I am writing as Executive Councillor for Housing to express my strong support for the confirmation of the Compulsory Purchase Order required to deliver the redevelopment of Hanover & Princess Court.

This scheme is urgently needed. The existing buildings have reached the end of their useful life and are no longer capable of meeting modern standards for safety, accessibility and quality of accommodation. Despite significant investment in repairs over many years, the buildings continue to deteriorate and are not suitable for refurbishment. They are also generally unsuitable for residents with mobility needs and do not provide the standard of housing that Cambridge residents deserve.

Throughout the regeneration process, my priority has been to ensure that existing residents are properly supported. The Council has implemented a comprehensive rehousing programme, aiding with securing suitable alternative accommodation, removals, financial support and any necessary adaptations to replacement homes. Housing assessments have been undertaken to ensure that residents' individual needs, including mobility and disability requirements, are fully considered. Most affected secure tenants have now been successfully rehoused.

The redevelopment will deliver homes that are significantly more accessible and better suited to the needs of current and future residents. All homes will meet modern accessibility standards, with dedicated wheelchair-accessible affordable homes included within the scheme. The development has been designed to support independent living and create an inclusive environment that can accommodate residents throughout different stages of their lives.

The scheme will provide 165 new homes, including 72 affordable homes, helping to address the clear and ongoing need for high-quality housing in Cambridge. More importantly, it will replace outdated and inaccessible accommodation with modern, safe and sustainable homes that will serve residents for generations to come.

Having considered both the needs of existing residents and the wider housing needs of the city, I believe there is a compelling case for the redevelopment to proceed without further delay. Confirmation of the Order is necessary to secure these benefits and deliver the accessible, high-quality homes that Cambridge urgently needs.

I therefore respectfully support the confirmation of the Compulsory Purchase Order.

Yours sincerely,

Councillor Gerri Bird

Executive Councillor for Housing

Cambridge City Council

Appendix 7 - Schedule of engagement and negotiations with 24 Hanover Court (RJ7)

Schedule of Engagement and Negotiations

Property: 24 Hanover Court

Date	Parties Involved	Method	Summary of Engagement / Negotiation	Outcome / Next Steps	Acquisition by Agreement Efforts
Oct 2023	Council and Leaseholder	Email	Council provided explanation regarding the Section 16 information notice and acquisition process.	Leaseholder provided information regarding statutory requirements.	Council provided information to facilitate engagement with the acquisition process.
Apr-May 2024	Council, Leaseholder and Valuer	Meeting / Email	Meeting held regarding the acquisition process. Leaseholder authorised the Council to arrange valuation activity before appointing a RICS valuer for negotiation purposes. Valuation report received and considered.	Professional representation established and valuation process progressed.	Council facilitated valuation activity and engagement through the leaseholder's appointed valuer.
Jun-Aug 2024	Council, Leaseholder and Valuer	Email	Discussions regarding meeting arrangements, valuation matters and issues raised by the leaseholder concerning the property.	Engagement maintained and negotiations progressed.	Council maintained dialogue and facilitated discussions through the leaseholder's appointed valuer.
Nov 2024	Council, Leaseholder and Valuer	Meeting / Email	Settlement offer communicated to the leaseholder's	Leaseholder's valuer subsequently confirmed	Council secured agreement in principle to

			valuer following discussions regarding the redevelopment proposals and the leaseholder’s circumstances.	acceptance of the acquisition offer.	acquisition by agreement following acceptance of the negotiated settlement offer by the leaseholder’s appointed valuer.
Apr-Jun 2025	Council, Leaseholder, Valuer and Solicitors	Email	Solicitor details exchanged and efforts made to progress conveyancing and lease surrender documentation. The Council’s solicitor made repeated attempts to engage with the leaseholder’s solicitor.	Progress towards completion delayed pending formal instruction of the leaseholder’s solicitor and progression of conveyancing requirements.	Council continued proactive engagement to progress completion following agreement in principle.
Sep 2025-Jan 2026	Council, Leaseholder, Valuer and Solicitors	Email	Council sought updates regarding outstanding conveyancing matters and difficulties obtaining responses from the charge holder. Potential contact details were shared to assist progress.	Completion remained dependent upon resolution of outstanding matters relating to the charge holder.	Council continued efforts to facilitate completion and assist in resolving third-party issues affecting the transaction.
Mar-Apr 2026	Council and Leaseholder	Email / Meeting	Leaseholder provided an update regarding property conditions, financial circumstances and mortgage-related matters. The Council continued engagement and	Council agreed to review the previous settlement package and support a new valuation.	Council remained engaged notwithstanding external matters affecting progression towards completion, including ongoing

			held an in-person meeting with the leaseholder and his daughter to discuss settlement and rehousing options.		mortgage-related issues.
Apr-May 2026	Council and Leaseholder	Meeting / Email	Leaseholder requested a new valuation, review of the previous settlement package and alternative rehousing arrangements. Council agreed to meet reasonable valuation costs and review settlement proposals.	Leaseholder arranged a further valuation.	Council demonstrated flexibility by agreeing to revisit valuation and settlement discussions and to meet the reasonable cost of a further valuation.
May-Jun 2026	Council and Leaseholder	Email	Discussions continued regarding financial circumstances, property ownership matters, rehousing requests and service charge issues.	Council responded to matters raised and clarified available rehousing assistance.	Council addressed issues raised by the leaseholder and continued negotiations regarding acquisition and rehousing options.
Jun 2026	Council and Leaseholder	Email	Leaseholder sought a larger secure tenancy and requested inclusion of historic service charge matters within negotiations. The Council clarified the rehousing assistance available and identified matters that fell	Parties maintained dialogue regarding settlement expectations, rehousing requirements and the basis upon which acquisition could proceed.	Council continued to engage constructively whilst clarifying the scope of matters relevant to acquisition by agreement and rehousing assistance. In light of the leaseholder's disclosed financial circumstances, the

			outside the scope of the acquisition negotiations.		Council confirmed that consideration could be given to the provision of a Council tenancy, subject to agreement being reached on valuation and acquisition terms. The Council also considered rehousing options that may be available in light of the financial information provided by the leaseholder.
Sep 2026	Council, Leaseholder and Valuer	Email	Leaseholder submitted a valuation report prepared by his appointed valuer. The valuation is under review by the Council.	Valuation and compensation discussions reopened.	Council continues consideration of the leaseholder's valuation evidence with a view to reaching agreement regarding valuation and compensation.

Appendix 8 - Schedule of engagement and negotiations with 32 Hanover Court (RJ8)

Schedule of Engagement and Negotiations

Property: 32 Hanover Court

Date	Parties Involved	Method	Summary of Engagement / Negotiation	Outcome / Next Steps	Acquisition by Agreement Efforts
16 Aug 2023	Council and Leaseholder	Telephone	Discussion regarding redevelopment proposals and the valuation process.	Leaseholder informed of valuation process.	Initial engagement with the leaseholder regarding redevelopment proposals and the valuation process.
21-23 Aug 2023	Council and Leaseholder	Email / Meeting	Leaseholder requested and attended a meeting at Council offices.	Engagement established and discussions progressed.	Meeting arranged and held following the leaseholder's request.
Sep 2023 - Aug 2024	Council, Leaseholder and Valuer	Email / Telephone	Multiple attempts undertaken to arrange valuation inspections; delays arose due to overseas absence and contact difficulties.	Council and valuers continued efforts to secure inspection access.	Repeated attempts made to secure valuation inspections and progress the acquisition process.
13 May 2024	Council and Leaseholder	Email	Leaseholder advised of an available Council leasehold property at Russell Court.	Housing options assistance provided.	Information provided regarding potential alternative accommodation options.
28 Aug 2024 onwards	Council and Valuer	Meetings / Email	Ongoing discussions with newly appointed valuer.	Valuation and acquisition discussions progressed.	Ongoing engagement maintained with the leaseholder's appointed valuer.
21 Mar 2025	Council and Leaseholder	Letter	Formal offer to acquire the property issued.	Offer provided for consideration.	Formal offer issued seeking acquisition of the property by

					agreement.
Apr-May 2025	Council, Valuer and Leaseholder	Email	Correspondence relating to the acquisition process and solicitor instruction.	Negotiations continued.	Correspondence exchanged regarding the acquisition process and associated legal arrangements.
Jun-Jul 2025	Council and Leaseholder	Email	Property advertisements and relocation options supplied.	Relocation assistance provided.	Property information and relocation assistance provided.
Dec 2025-Apr 2026	Council and Leaseholder	Telephone, Visit and Email	Further engagement regarding relocation, property searches and acquisition discussions, including a home visit and revised offer.	Acquisition discussions continued.	Further engagement undertaken, including a home visit and revised acquisition offer.
21 Apr 2026	Council and Leaseholder	Meeting	Leaseholder declined the February 2026 offer and expressed a preference for a Right of Return arrangement.	Discussions refocused on Right of Return proposals.	Alternative acquisition arrangements discussed, including a Right of Return option.
May-Jun 2026	Council, Leaseholder and Valuer	Email	Discussions regarding a potential Right of Return arrangement.	Council continued consideration of the proposal.	Detailed discussions undertaken regarding a potential Right of Return arrangement.
26 Jun 2026	Council, Leaseholder and Valuer	Email	Draft Right of Return agreement issued for review.	Draft terms circulated.	Draft Right of Return agreement issued for review and comment.
14 Jul 2026	Valuer and Council	Email	Valuer confirmed agreement in principle, subject to further questions.	Negotiations continued.	Leaseholder's valuer advised that agreement in principle had been reached, subject to

					further questions.
Jul-Aug 2026	Council and Leaseholder	Email	Extensive correspondence regarding preferred Right of Return arrangements and related queries.	Clarifications and supporting information provided.	Responses provided to queries raised regarding the proposed arrangements.
24 Aug 2026	Council, Leaseholder and Valuer	Email	Comprehensive response issued together with draft agreement, viability assessment and indicative floorplans.	Information provided for consideration.	Supporting information and documentation provided for consideration.
26 Aug 2026	Council, Leaseholder and Valuer	Meeting	Meeting held to discuss the proposed Right of Return, including the leaseholder's preferred arrangements, indicative replacement flats, valuation process and financial considerations associated with the proposal.	Outstanding matters discussed.	Meeting held to discuss outstanding matters relating to the proposed arrangements.
03 Sep 2026	Council, Leaseholder and Valuer	Email	Written response issued following the meeting, addressing points raised regarding the proposed Right of Return arrangements. The correspondence also provided clarification on the approach to valuation and	Engagement and negotiations ongoing.	Written response issued addressing matters raised at the meeting, including the proposed Right of Return arrangements, valuation process and alternative acquisition options.

			responded to matters relating to the option of equity assistance. At this stage, the leaseholder has indicated a preference for pursuing a Right of Return arrangement without an equity assistance solution. Engagement and negotiations remain ongoing.		

Appendix 9 - Schedule of engagement and negotiations with 5 Princess Court (RJ9)

Schedule of Engagement and Negotiations

Property: 5 Princess Court

Date	Parties Involved	Method	Summary of Engagement / Negotiation	Outcome / Next Steps	Acquisition by Agreement Efforts
Mar 2024	Council and Leaseholder	Letter / Email	Formal offer issued. Leaseholder subsequently advised that the offer was declined and an independent valuer would be instructed.	Leaseholder elected to seek independent valuation advice.	Formal offer issued seeking acquisition by agreement. Information provided regarding appointment of a suitably qualified RICS valuer.
13 May 2024	Council and Leaseholder	Email	Leaseholder advised of a Council leasehold property available at Russell Court.	Alternative housing option identified.	Information provided regarding potential replacement accommodation.
May 2024 to Jan 2025	Council and Leaseholder	Telephone	Periodic update discussions held.	Engagement maintained.	Regular contact maintained to progress acquisition discussions.
Mar 2025	Council and Leaseholder	Email / Letter	Leaseholder submitted valuation report. Council advised the valuation could not be accepted owing to an unauthorised partition wall and a revised offer was subsequently issued.	Valuation issues identified and communicated.	Council reviewed valuation evidence and continued negotiations through a revised offer.
Apr 2025	Council and Leaseholder	Email	Leaseholder advised of health conditions and	Personal circumstances raised for	Council continued to engage having regard to the

			requested reasonable adjustments.	consideration.	leaseholder’s individual circumstances.
May to Sep 2025	Council and Leaseholder	Email / Letter	Further acquisition offers issued. Discussions took place regarding valuation assumptions, disturbance payments and compensation.	Leaseholder sought clarification and subsequently declined the settlement figure offered.	Multiple offers made and further explanation provided regarding compensation calculations.
Jan 2026	Council and Leaseholder	Telephone / Email	Discussions regarding disturbance payments, valuation representation and assistance securing replacement accommodation.	Matters raised by the leaseholder considered and discussed.	Council confirmed willingness to fund a negotiation valuer, provide property search assistance and consider reasonable adaptation costs.
28 Jan 2026	Council and Leaseholder	Email	Revised acquisition offer issued, including acceptance of the valuation figure determined by the leaseholder’s valuer together with disturbance costs, adaptations and relocation assistance.	Revised offer provided for consideration.	Council accepted the valuation figure produced by the leaseholder’s own appointed valuer, reflected that valuation within a subsequent acquisition offer and expanded the assistance package available.
Mar 2026	Council, Leaseholder and Valuer	Email / Telephone	Further discussions regarding the acquisition process, Section 16 information requirements and appointment of a valuer to negotiate	Negotiation valuer instructed.	Independent valuation and negotiation process facilitated by the Council at its expense.

			on the leaseholder's behalf.		
Apr 2026	Council and Leaseholder's Valuer	Telephone / Email	Discussions held regarding valuation matters, housing needs, personal circumstances and settlement options.	Negotiations continued through the leaseholder's representative.	Ongoing engagement maintained through the leaseholder's professional adviser.
13 May 2026	Council and Leaseholder's Valuer	Telephone	Discussion regarding the leaseholder's requested financial settlement and the potential use of equity assistance arrangements to facilitate the purchase of replacement accommodation of a higher market value.	Proposal considered by the leaseholder.	Alternative acquisition solutions explored, including equity assistance arrangements intended to increase replacement housing options available to the leaseholder.
May 2026	Council and Leaseholder's Valuer	Telephone / Email	Further discussions regarding settlement terms and compensation proposals.	Offer considered and subsequently declined.	Continued engagement to explore mutually acceptable settlement options.
Jun 2026	Council and Leaseholder's Valuer	Telephone / Email	Further negotiations undertaken, including consideration of a global settlement proposal and updates regarding ongoing property searches.	Offers remained under discussion before ultimately being declined.	Continued negotiations undertaken and revised settlement options explored.
Jun to Jul 2026	Council, Leaseholder and Valuer	Telephone / Email	Ongoing contact maintained regarding property searches and potential routes to	Engagement continued.	Council maintained regular communication whilst replacement properties were

			agreement.		explored.
29 Jul 2026	Council and Leaseholder's Valuer	Telephone	Council communicated revised settlement parameters, including market value and disturbance compensation elements, for consideration by the leaseholder and her valuer.	Proposal communicated for consideration.	Further flexibility shown in an effort to reach negotiated agreement.
Aug 2026	Council, Leaseholder and Valuer	Telephone / Email	Discussions continued regarding the July proposal. Leaseholder advised that she would be temporarily away but intended to continue negotiations upon her return.	Negotiations remained active.	Council maintained engagement and accommodated the leaseholder's availability.
02 Sep 2026	Council and Leaseholder	Telephone / Email	Leaseholder requested a discussion and sought consideration of an increased offer from the Council.	Request under consideration and negotiations ongoing.	Engagement and negotiations continue with a view to securing acquisition by agreement.

Appendix 10 - Schedule of engagement and negotiations with 33 Princess Court (RJ10)

Schedule of Engagement and Negotiations

Property: 33 Princess Court

Date	Parties Involved	Method	Summary of Engagement / Negotiation	Outcome / Next Steps	Acquisition by Agreement Efforts
Feb-Jun 2022	Council and Leaseholder	Email / Telephone	Correspondence regarding estate proposals, voluntary acquisition arrangements, valuation and the acquisition process. A valuation was commissioned, a valuation report obtained and a formal acquisition offer subsequently issued.	Leaseholder considered the offer and sought further discussion.	Council provided information regarding the regeneration proposals, arranged a valuation and made a formal acquisition offer.
Aug 2022	Council and Leaseholder	Email	Leaseholder advised that the acquisition offer could not be accepted.	The leaseholder advised that the acquisition offer could not be accepted. Engagement continued thereafter.	Council had sought acquisition by agreement through a formal offer.
Aug-Nov 2023	Council and Leaseholder	Email	Correspondence regarding overseas residence, council tax, service charges, acquisition process, valuation arrangements, accountancy costs and estate	Communication maintained and valuation options discussed.	Council continued engagement notwithstanding the leaseholder's overseas residence and provided information regarding valuation, acquisition and

			improvement works. Leaseholder also advised of a bereavement resulting in a break in communications.		associated costs to support future negotiations.
Mar 2024	Council and Leaseholder	Email	Further acquisition offer issued.	Offer provided for consideration.	Council renewed efforts to acquire the property by agreement through a revised offer.
Mar 2025	Council and Leaseholder	Email	Council contacted the leaseholder to confirm wellbeing and whether contact details remained current.	Communication channel confirmed.	Council took proactive steps to maintain engagement.
Feb-Mar 2026	Council and Leaseholder	Email	Leaseholder advised she was not intending to sell the property and sought advice regarding representation. Council signposted the leaseholder to specialist advice available through her valuer.	Discussions regarding representation continued.	Council remained engaged notwithstanding the leaseholder's indication that she did not wish to proceed with a sale at that stage and continued to provide information regarding representation and negotiation options.
May 2026	Council and Leaseholder	Telephone / Email	Discussion held regarding current status and the Council's willingness to reach settlement. Leaseholder subsequently changed valuer and Council confirmed it	New valuation representation established.	Council continued to facilitate professional representation in support of negotiations.

			would liaise directly regarding fee arrangements.		
May-Jun 2026	Council and Leaseholder	Email	Leaseholder raised concerns regarding service charges, tenancy arrangements and taxation implications associated with a property sale whilst resident in the United States.	Issues identified for further consideration.	Council engaged on specific issues affecting the leaseholder’s ability to consider acquisition by agreement.
22 Jun 2026	Council and Leaseholder	Email	Council confirmed it would meet the reasonable costs of a tax adviser to assess the implications of a property sale and offered further discussions through the leaseholder’s valuer.	Leaseholder provided reassurance regarding taxation concerns.	Council confirmed willingness to fund reasonable specialist taxation advice and associated professional costs to address matters raised by the leaseholder relating to overseas residency and taxation.
Jun-Jul 2026	Council, Leaseholder and Valuer	Email	New valuer inspected the property and began preparing advice regarding compensation and settlement. Cost schedules were prepared for inclusion within a settlement claim.	Settlement claim under preparation.	Council engaged with the leaseholder’s appointed valuer regarding valuation and compensation matters and facilitated preparation of a settlement claim.
Jul 2026	Council and Leaseholder	Email	Leaseholder requested historic service charge	Further information provided to support consideration of a	Council addressed specific concerns raised by the

			information together with confirmation that taxation and associated professional fees would be covered. Council provided the information requested and confirmed the costs it was prepared to meet.	negotiated settlement.	leaseholder and confirmed willingness to fund reasonable professional advice and associated costs.
27 Aug 2026	Council and Valuer	Telephone	Valuer advised that a settlement claim was being prepared and would take account of the leaseholder's specific circumstances, including taxation and United States residency considerations.	Settlement proposal awaited.	Negotiations remained active through the leaseholder's appointed valuer.

Appendix 11 - Statement of Support by the Chief Finance Officer (Section 151 Officer) dated 11 September 2026 (RJ11)

11 September 2026

Statement of Support by the Chief Finance Officer (Section 151 Officer) in respect of the Hanover & Princess Court Compulsory Purchase Order

Dear Inspector,

I write in my capacity as Chief Finance Officer and statutory Section 151 Officer for Cambridge City Council in support of the confirmation of the Compulsory Purchase Order ("the Order") required to facilitate the comprehensive redevelopment of Hanover & Princess Court.

As the officer responsible for ensuring the proper administration of the Council's financial affairs, I have reviewed the funding, affordability and financial deliverability of the proposed redevelopment scheme. I am satisfied that the Council has both the financial capacity and the necessary arrangements in place to deliver the scheme and that there is a compelling financial justification for securing its implementation through the confirmation of the Order.

The redevelopment forms part of the Council's wider strategic programme for the delivery of new affordable and council housing. The Council's Budget Setting Report 2026/27, incorporating the Medium-Term Financial Strategy and Housing Revenue Account ("HRA") 30-Year Business Plan, confirms the financial resources allocated to support a ten-year housebuilding programme, within which Hanover & Princess Court is specifically identified as a committed scheme. The approved Business Plan provides for capital expenditure of £584.025 million over the next ten years to support the Council's programme of housebuilding and acquisition.

The approved HRA Business Plan identifies Hanover & Princess Court as a scheme capable of delivering 72 council homes. 93 market homes will also be provided as part of the redevelopment. The redevelopment therefore represents a significant investment in the city's housing stock and will contribute materially towards meeting identified housing needs.

The Council has secured a robust funding strategy to support its housing delivery programme. The HRA capital programme is funded through a combination of grants, capital receipts, revenue resources and prudential borrowing.

In addition, the Council has secured Strategic Partnership status with Homes England and has been allocated £96.4 million to support the delivery of 803 homes. On 25 August 2026, this funding allocation was confirmed under the Social and Affordable Homes Programme 2026-2036.

The HRA Business Plan currently provides for borrowing of £482.631 million over the next ten years to support the Council's wider £584.025 million housing development and acquisition programme. Whilst this represents a substantial investment, the Council's long-term financial modelling, undertaken by its external financial advisors Savills, has demonstrated that the anticipated borrowing is affordable and sustainable within the parameters of the approved Business Plan.

Specific provision has been made within the Council's approved capital programme for Hanover & Princess Court. Appendix I(b) of the Budget Setting Report allocates £22.405 million towards the acquisition of affordable homes from CIP as part of the delivery of the redevelopment scheme.

The Council has also secured external grant funding of £975,000 through Round 4 of the Brownfield Land Release Fund 2 programme to support demolition works and the provision of a new electricity sub-station required to facilitate redevelopment. The successful acquisition of this grant funding further demonstrates both the viability of the scheme and the confidence of external funding bodies in its delivery.

Importantly, there are significant financial consequences associated with any delay to implementation. The Council continues to incur substantial losses in managing and maintaining what is now a predominantly vacant estate. The current position is not financially sustainable in the longer term and represents an inefficient use of public resources.

The timely delivery of the redevelopment will enable the Council to eliminate these ongoing costs whilst bringing forward much-needed new homes and wider public benefits.

In my professional opinion, the Council has demonstrated that adequate funding is available to implement the scheme and that the redevelopment is fully integrated within a financially robust and deliverable long-term business plan.

There is a realistic prospect of the scheme proceeding within a reasonable timescale, and the financial evidence clearly supports the Council's case for confirmation of the Order.

For these reasons, I strongly support the confirmation of the Compulsory Purchase Order and respectfully submit that it is necessary to facilitate a financially sound and deliverable redevelopment scheme that will provide substantial public benefit for the residents of Cambridge.

Yours faithfully,

Jody Etherington

Chief Finance Officer (Section 151 Officer)

Cambridge City Council

Appendix 12 - Letter of support from Assistant Director of Housing and Health (undated) (RJ12)

Letter of Support

Hanover & Princess Court Compulsory Purchase Order

I am the Assistant Director of Housing and Health at Cambridge City Council, and I make this statement in support of the confirmation of the Compulsory Purchase Order relating to the redevelopment of Hanover & Princess Court.

Housing Need and Scheme Benefits
There is a clear and continuing need for additional housing in Cambridge. As of 24 August 2026, there were 2,224 households on the Council's housing register, including 2,088 households requiring accommodation.

The provision of additional affordable housing through this scheme will make an important contribution towards meeting identified housing need.

The proposed redevelopment will deliver 165 new homes, including 72 affordable homes (44%) and 93 private homes. The scheme will result in a net increase of 38 dwellings. Habitable rooms will increase from 288 to 412, representing a net gain of 124 rooms and a significantly more efficient use of the site.

Resident Rehousing and Mitigation
The Council has implemented a comprehensive rehousing and relocation programme in support of the regeneration project. This has included the rehousing of secure tenants together with assistance and support for resident and non-resident leaseholders and other affected occupiers throughout the regeneration process.

Most secure tenants affected by the Scheme have now been successfully rehoused. The Council has sought to minimise the impacts of the redevelopment through ongoing engagement, dedicated rehousing support and the provision of appropriate assistance to affected households.

In my opinion, the Council has taken reasonable and proportionate steps to mitigate the effects of displacement and to ensure that affected residents have had opportunities to secure suitable alternative accommodation.

Existing Estate Conditions
The existing estate presents significant housing management, safety and operational challenges. Following Fire Risk Assessments, concerns were identified regarding inadequate compartmentation within the existing buildings, requiring the introduction of a Waking Watch on 8 March 2024.

The Waking Watch remained in place until the end of March 2026 and accrued a total cost of approximately £800,000 before being replaced by a security patrol following updated professional advice and reduced levels of occupation.

The Council has also experienced increasing regular issues associated with anti-social behaviour and unauthorised occupation, particularly within the garages and communal areas. In January 2025, the garage block was subject to a significant fire, further highlighting the challenges associated with the continued management of the estate.

Conclusion
The scheme will provide significantly improved housing accommodation, including 72 affordable homes, whilst addressing the safety, management and operational issues associated with the current buildings.

The benefits relating to housing arising from the redevelopment are substantial. The scheme will contribute towards meeting identified housing need, make more effective use of the site, and deliver modern homes within a sustainable and attractive neighbourhood.

For these reasons, I respectfully support the confirmation of the Compulsory Purchase Order.

Yours faithfully,

Samantha Shimmon
Assistant Director of Housing and Health
Cambridge City Council