IN THE MATTER OF THE CAMBRIDGE CITY COUNCIL (HANOVER COURT AND PRINCESS COURT) COMPULSORY PURCHASE ORDER 2026

AND IN THE MATTER OF A PUBLIC LOCAL INQUIRY TO BE HELD ON 6 OCTOBER 2026

Planning Inspectorate reference: CPO/PLA/10002

STATEMENT OF CASE OF [redacted] (OBJECTOR)

Served pursuant to Rule 7 of the Compulsory Purchase (Inquiries Procedure) Rules 2007

A. INTRODUCTION AND PROCEDURAL POSITION

1. This is the Statement of Case of [redacted] ("**the Objector**"), served pursuant to Rule 7 of the Compulsory Purchase (Inquiries Procedure) Rules 2007 ("**the 2007 Rules**") and the Authorising Authority Notice dated 4 June 2026, in respect of the Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026 ("**the Order**"), made by Cambridge City Council ("**the Council**") on 19 March 2026 pursuant to section 17 of the Housing Act 1985 to facilitate the redevelopment of the Hanover Court and Princess Court estate ("**the Estate**") through the delivery of the scheme described in the Council's Statement of Reasons ("**the SoR**") ("**the Scheme**").

2. The Objector holds a leasehold interest in 32 Hanover Court, Cambridge CB2 1JH ("**the Property**"), registered under title number CB365747 and identified in the Order as Plot 4 (the second-floor flat, approximately 54 square metres) and Plot 6 (its associated third-floor store, approximately 4 square metres). She is a qualifying person within the meaning of section 12(2) of the Acquisition of Land Act 1981 ("**the 1981 Act**"). Her objection dated 22 April 2026 ("**the Objection**") was acknowledged on 5 May 2026, and she is a remaining objector for the purposes of section 13A of the 1981 Act. She did not consent to the written representations procedure and requested a public local inquiry, which has been fixed to open on 6 October 2026.

3. This Statement is served by email upon the Planning Inspectorate and upon the acquiring authority's solicitors, Trowers & Hamlins LLP. The Objector will rely upon this Statement, upon the Objection, and upon the documents listed in Section L below.

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.

5. Ground 1 of the Objection (prematurity, planning permission being then undetermined) is not pursued in its original form, planning permission having since been granted on 24 June 2026. The grounds set out below restate and update the Objector's case in the light of that permission and of subsequent events. Save as expressly stated, nothing in this Statement withdraws or narrows the Objection.

B. THE OBJECTOR AND THE PROPERTY

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.

8. The Objector is [redacted] and [redacted]. She is the sole carer for her mother, who is [redacted], 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.

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. The following chronology is material to the grounds below:

Date	**Event**

19 March 2026	The Order is made; the SoR is published.
22 April 2026	The Objection is lodged within the statutory period.
5 May 2026	The Objection is acknowledged; the Objector is registered as a remaining objector.
4 June 2026	Authorising Authority Notice under Rule 7(3) of the 2007 Rules.
24 June 2026	Planning permission 25/04187/FUL is granted for a wholly market scheme of 165 homes.
26 June 2026	An uncompleted template "Right of Return Agreement" is first provided to the Objector.
6 October 2026	Public local inquiry opens.

C. SUMMARY OF THE GROUNDS OF OBJECTION

11. The Objector relies upon five grounds:

(1) **Ground 1 –** there is no compelling case in the public interest for confirmation: the affordable-housing justification on which the Order was promoted has collapsed since the Order was made, the consented Scheme being wholly market housing with no affordable provision secured, such that it is open to serious question whether confirmation remains an appropriate use of compulsory purchase powers;

(2) **Ground 2 –** confirmation would impose a disproportionate, individual and excessive burden upon the Objector, contrary to the fair balance required by Article 1 of the First Protocol to the Convention;

(3) **Ground 3 –** the Council has failed to apply its own published Regeneration Policy to the Objector consistently, contrary to her legitimate expectation, and has offered no adequate mitigation;

(4) **Ground 4 –** compulsory acquisition of the Objector's interest has not been shown to be a last resort: no concrete offer capable of acceptance subsists, and the only right-of-return instrument ever provided is an uncompleted template served after the Order was made;

(5) **Ground 5 –** the Objector's individual circumstances have not been adequately addressed, engaging Article 8 of the Convention and the public sector equality duty under section 149 of the Equality Act 2010.

D. GROUND 1 – NO COMPELLING CASE IN THE PUBLIC INTEREST: THE HOUSING CASE ON WHICH THE ORDER WAS PROMOTED HAS COLLAPSED

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.

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.

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.

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.

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.

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.

E. GROUND 2 – DISPROPORTIONATE AND UNFAIR INDIVIDUAL BURDEN (ARTICLE 1, FIRST PROTOCOL)

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.

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.

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.

F. GROUND 3 – FAILURE TO APPLY THE COUNCIL'S OWN PUBLISHED REGENERATION POLICY CONSISTENTLY, AND ABSENCE OF ADEQUATE MITIGATION

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".

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.

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.

G. GROUND 4 – COMPULSORY ACQUISITION IS NOT A LAST RESORT: NO OFFER CAPABLE OF ACCEPTANCE SUBSISTS, AND NO CONCRETE RIGHT-OF-RETURN OFFER HAS EVER BEEN MADE

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.

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.

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.

H. GROUND 5 – INDIVIDUAL CIRCUMSTANCES: ARTICLE 8 AND THE PUBLIC SECTOR EQUALITY DUTY

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 [redacted] 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".

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.

I. BASIS ON WHICH THE OBJECTION COULD BE RESOLVED

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.

J. RESERVATION OF RIGHTS

40. The level, heads and assessment of compensation fall outside the matters for the inquiry and form no part of this objection. The Objector's rights in that respect are expressly reserved and, if necessary, will be pursued by reference to the Upper Tribunal (Lands Chamber).

41. All other rights are expressly reserved, including (without limitation): the right to apply to the High Court under section 23 of the 1981 Act within six weeks of any confirmation of the Order; the right to seek judicial review of any decision by the Council to depart from its published Regeneration Policy without good reason; and the right to rely at the inquiry upon further evidence and, so far as necessary, upon further grounds, which will be set out in the Objector's proof of evidence in accordance with the timetable directed.

K. EVIDENCE AND REPRESENTATION

42. The Objector intends to appear at the inquiry, whether in person or by a representative, and to rely upon her proof of evidence and such further evidence as may be called on her behalf. She reserves the right to call expert evidence, including independent valuation evidence from a chartered surveyor, and will serve her proof of evidence, and any expert evidence, in accordance with the timetable directed by the Inspector. Details of any representation appearing on the Objector's behalf at the inquiry will be notified to the Planning Inspectorate and to the Council in due course.

L. LIST OF DOCUMENTS (RULE 7)

43. The Objector intends to refer to, or put in evidence, the documents listed below. Documents 1–4 and 15–16 are in the Council's possession; documents 5–14 are published at the locations given, where they may be inspected. Copies of any document not publicly available will be provided by the Objector on request.

    1. The Order and Order Map (19 March 2026).
    2. Statement of Reasons for the making of the Order (19 March 2026).
    3. The Objection: letter from the Objector to the Planning Casework Unit (22 April 2026), and acknowledgement (5 May 2026).
    4. Authorising Authority Notice under Rule 7(3) of the 2007 Rules (4 June 2026), and inquiry fixing correspondence.

5. The acquiring authority’s Statement of Case and core documents for the inquiry (published at cambridge.gov.uk/compulsory-purchase-orders-for-new-housing-schemes).
6. Officer’s report to Planning Committee, application 25/04187/FUL (democracy.cambridge.gov.uk/documents/s72934).
7. Quintic Advisory LLP, Development Viability Review, Appendix B to the officer’s report, 22 May 2026 (democracy.cambridge.gov.uk/documents/s72936).
8. Planning Committee Decisions sheet, 24 June 2026 (democracy.cambridge.gov.uk/documents/s73022).
9. Hanover and Princess Court Options Analysis / Options Appraisal, February 2023 (democracy.cambridge.gov.uk/documents/s62090).
10. Executive Councillor for Housing, decision record, "Update on Hanover and Princess Courts Options Appraisal", 3 April 2023 (democracy.cambridge.gov.uk, decision reference IId=30142).
11. Housing Scrutiny Committee minutes, 11 March 2025 (democracy.cambridge.gov.uk/documents/s69391).
12. Cambridge City Council Regeneration Policy, 01/2022 and 06/2024 editions (cambridge.gov.uk).
13. Cambridge City Council webpages, "Support for existing residents during regeneration" (last reviewed 9 March 2026) and "Building council houses" (cambridge.gov.uk); and the Council decision and press release relating to the Ekin Road estate (June 2024).
14. Cambridge City Council press release, "Plans progress to replace 235 ageing homes with 299 new council and private sale homes at two Cambridge Investment Partnership sites", 16 June 2026 (cambridge.gov.uk).
15. Draft "Right of Return Agreement" template provided to the Objector, 26 June 2026.
16. Correspondence between the Objector and the Council concerning acquisition and return options, including the Council’s offer correspondence of 5 February 2026 and its emails of 31 July 2025, 27 May 2026 and 26 June 2026.
17. Ministry of Housing, Communities and Local Government, Guidance on the Compulsory Purchase Process and the Crichel Down Rules.
18. Secretary of State’s decision, London Borough of Southwark (Aylesbury Estate) compulsory purchase order, 16 September 2016.

44. This Statement of Case is served by email upon the Planning Inspectorate (for the attention of Mr James Bunten) and upon Trowers & Hamlins LLP (for the attention of Ms Emily Searle), solicitors for the acquiring authority.

[redacted]

Objector – resident owner-occupier, 32 Hanover Court, Cambridge CB2 1JH

Email: [redacted] | Tel: [redacted]

16 July 2026

[redacted]

32, HANOVER COURT
Cambridge CB2 1JH
Email: [redacted]
Tel: [redacted]
22nd April 2026

Planning Casework Unit
Ministry of Housing, Communities and Local Government
23 Stephenson Street
Birmingham B2 4BH
By email: pcu@communities.gov.uk
By Royal Mail Signed For

Dear Sir or Madam,

OBJECTION TO THE CAMBRIDGE CITY COUNCIL (HANOVER COURT AND PRINCESS COURT) COMPULSORY PURCHASE ORDER 2026

I write to object, within the statutory period, to the above compulsory purchase order ("the Order").

I am a qualifying person for the purposes of section 12(2) of the Acquisition of Land Act 1981 by reason of my leasehold interest in 32 Hanover Court. My objection is a relevant objection and, if not withdrawn, will be a remaining objection for the purposes of section 13A of the 1981 Act.

I do not consent to the written representations procedure. I formally request that a public local inquiry be held.

My details

- Name: [redacted]
- Address for correspondence: [redacted]
- Status: Resident owner-occupier. This property is my main residence and has been so for over twenty years – initially as the occupier and became the owner-occupier after I purchased it from Cambridge City Council under the Right to Buy scheme on 22nd May 2012

Preliminary

I do not object to the principle of regeneration on this site. I object to the making and confirmation of this Order (at this stage and on the present basis) on the specific grounds set out below. The level of compensation is not a ground of objection at this stage — as I understand, matters going to the level of compensation fall to be determined separately, if necessary by reference to the Upper Tribunal (Lands Chamber). My rights in that respect are expressly reserved.

Grounds of objection

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.

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.

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.

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.

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.

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.

Request for public local inquiry
I am a "qualifying person" within the meaning of section 13A of the Acquisition of Land Act 1981 and a "remaining objector" in relation to this Order. I do not consent to the written representations procedure. I request that a public local inquiry be held pursuant to section 13A. I wish to appear at the inquiry and to give evidence, whether in person or through a representative in due course.

Reservation of rights
I note that objections relating to the level of compensation fall outside the matters properly considered at a CPO inquiry. My rights in respect of the level, heads, and assessment of compensation are expressly reserved and, if necessary, will be pursued through a separate reference to the Upper Tribunal (Lands Chamber).

All my other rights are expressly reserved, including (without limitation): the right to apply to the High Court under section 23 of the Acquisition of Land Act 1981 within six weeks of confirmation of the Order; the right to pursue judicial review of any decision by the Council to depart from its published Regeneration Policy without good reason; and the right to rely on any further grounds or evidence that may emerge in the course of the procedure.

Procedural requests
Please treat this letter as a formal objection. I would be grateful for:
(a) written confirmation that this objection has been received in time;
(b) notification of the next procedural steps, including the "relevant date" under the Compulsory Purchase (Inquiries Procedure) Rules 2007;
(c) copies of any timetable and directions issued in relation to the consideration of this Order; and
(d) a copy of the acquiring authority's Statement of Case when served.

All future correspondence in connection with the Order should be sent to the postal address and email address at the head of this letter. I may be assisted by professional advisers in due course, and their contact details will be provided at that stage.

Yours sincerely,

[redacted]

Signature:

Resident owner-occupier, 32, Hanover Court, Cambridge

Copy to:
The Chief Executive
Cambridge City Council
The Guildhall
Market Square
Cambridge CB2 3QJ
(as acquiring authority)

Ministry of Housing,
Communities &
Local Government

[redacted]
mailto:[redacted]

Please ask for: Rachael Beard
Tel:
Email: Rachael.beard@communities.gov.uk

Your ref:

Our ref: PCU/CPOH/Q0505/3378423

Date: 5 May 2026

Dear [redacted]

The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Thank you for your letter of 22nd April.

Your letter has been registered as a remaining objection to the Order and a copy of your full objection letter, including personal details set out in the letter, has been sent to the Cambridge City Council

Having carefully considered the suitability of the Order for delegation on its individual merits, the Secretary of State has decided pursuant to section 14D of the Acquisition of Land Act 1981 and applying the delegation criteria in paragraph 27 of the *Guidance on Compulsory purchase process and Crichel Down Rules*: (https://www.gov.uk/government/publications/compulsory-purchase-process-and-the-crichel-down-rules-guidance) to appoint an Inspector to act instead of him in relation to the decision whether or not to confirm the Order. Your objection and the Order and associated documents have been forwarded to the Planning Inspectorate who will handle the Order from this point on. They will notify you of next steps accordingly.

Yours sincerely

Rachael Beard

Rachael Beard (Mrs/ She/Her)
Senior Planning Manager

Planning Casework Unit
Ministry of Housing, Communities & Local Government
23 Stephenson Street
Birmingham
B2 4BH

Tel: 0303 4448050
pcu@communities.gov.uk

Planning Casework Unit Privacy notice

The following is to explain your rights and give you the information you are entitled to under the Data Protection Act 2018.

1. The identity and contact details of MHCLG and our data protection officer

The Ministry of Housing, Communities & Local Government (MHCLG) is the data controller. The Data Protection Officer can be contacted at dataprotection@communities.gov.uk

2. Why we are collecting the data

Your personal data may be used to inform Ministers' duty of deciding certain planning applications or appeals; and our duty of processing certain planning decisions on the behalf of Ministers.

3. Legal basis for processing the data

Data protection legislation sets out when we are lawfully allowed to process your data. The lawful basis that applies to this processing is the Data Protection Act 2018, which states that, as a government department, MHCLG may process personal data as necessary for the effective performance of a task carried out in the public interest.

4. With whom we will be sharing the data

Where necessary the data will be shared with other Government Departments where decisions are being made jointly.

5. For how long we will keep the personal data, or criteria used to determine the retention period.

Your personal data will be held for as long as is necessary for processing. It will generally be deleted after five years.

6. Your rights, e.g. access, rectification, erasure

The data we are collecting is your personal data, and you have rights that affect what happens to it. You have the right to:

a. know that we are using your personal data
b. see what data we have about you
c. ask to have your data corrected, and to ask how we check the information we hold is accurate
d. ask to have your data deleted
e. complain to the ICO (see below)

In some circumstances you may also have the right to withdraw your consent to us having or using your data, to have all data about you deleted, or to object to particular types of use of your data. We will tell you when these rights apply.

7. Automated decision making

We will not use your data for any automated decision making.

8. *Storage, security and data management*

Your personal data will be stored in a secure government IT system.

9. *Complaints and more information*

When we ask you for information, we will keep to the law, including the Data Protection Act 1998 and new legislation coming into force.

If you are unhappy with the way the department has acted, you can make a complaint.

If you are not happy with how we are using your personal data, you should first contact dataprotection@communities.gov.uk.

If you are still not happy, or for independent advice about data protection, privacy and data sharing, you can contact:

The Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow, Cheshire,
SK9 5AF

Telephone: 0303 123 1113 or 01625 545745
www.ico.org.uk/

Right of Return Agreement

Date:

Parties:
1. [Cambridge City Council] [address] (the "Authority") and
2. [Name of Leaseholder] [address] (the "Leaseholder")

1. Background

1.1 The Leaseholder owns a leasehold interest in the property known as [address], registered at HM Land Registry under title number [title number] (the "Existing Property").

1.2 The Authority is undertaking the redevelopment of [estate] (the "Scheme").

1.3 The Authority has agreed to acquire the Leaseholder's interest in the Existing Property under a separate sale contract dated [date] (the "Sale Contract").

1.4 The Parties intend that the Leaseholder should have a binding right of return to the completed Scheme, subject to the terms of this Agreement.

1.5 The Parties acknowledge that, as at the date of this Agreement, the specific replacement property (the "Replacement Property") may not yet have a postal address, separate title number, final unit number, completed specification or completed legal title.

1.6 For the purposes of this Agreement, the "Replacement Property" means the completed residential unit within the Scheme to be offered to the Leaseholder pursuant to this Agreement, whether identified by plot number, unit number, block, plan, schedule, specification or any such other reasonable description before a final postal address or separate registered title is available.

1.7 This Agreement therefore records the binding mechanism by which the Leaseholder's right to return will be protected, including: first, the agreed market value of the Existing Property at the point of sale to the Authority; and second, the mechanism for determining and applying any notional uplift in the value of the Existing Property between completion of its sale to the Authority and the Leaseholder's purchase of the Replacement Property, as if the Existing Property had remained available for sale at that later date, so as to protect the Leaseholder from being disadvantaged by market movement during the redevelopment period.

2. Purpose of this Agreement

2.1 The purpose of this Agreement is to ensure that, before the Leaseholder completes the sale of the Existing Property to the Authority, the Leaseholder has a binding contractual right to be offered a Replacement Property at the Scheme.

2.2 This Agreement is intended to operate alongside, but separately from, the Sale Contract.

2.3 Nothing in this Agreement shall require the Parties to exchange a conventional contract for the purchase of a specific Replacement Property before that property has been identified and is capable of being legally transferred or leased.

3. Definitions

Defined term	Meaning
Agreed Existing Property Value	[Insert £ amount] being the agreed current market value of the Leaseholder's interest in the Existing Property, as determined by a RICS surveyor.
Approved Scheme	The redeveloped scheme for [estate] as approved, amended or implemented by the Authority, subject to the protections in this Agreement.
Eligible Replacement Property	A residential unit within the Scheme which satisfies the requirements set out in clause 5.
Equity Loan	Any loan, deferred equity contribution or retained equity interest provided by the Authority to assist the Leaseholder to purchase the Replacement Property, secured by way of a legal charge against the Replacement Property.
Exchange Date	The date on which contracts are exchanged under the Sale Contract.
Home Loss Payment	The Home Loss Payment payable to the Leaseholder in connection with the acquisition of the Existing Property, whether statutory or discretionary, in the amount of [insert amount] or such other amount as may be determined in accordance with the Authority's approved Regeneration Policy.
Longstop Date	[Insert date] or any such later date as may be agreed in writing between the Parties.
Notional Uplift	The amount by which the market value of the Existing Property is assessed to have increased between the Valuation Date for the Agreed Existing Property Value and the date on which the Leaseholder completes the purchase of the Replacement Property, calculated in accordance with clause 7 and Schedule 1.
Private Rental Cost Cap	This has the meaning as given in clause 11.3.
Protected Contribution Amount	The Agreed Existing Property Value, plus the Notional Uplift and the Home Loss Payment, calculated in accordance with Schedule 1.
Replacement Property	The specific Eligible Replacement Property offered to the Leaseholder once identified by the Authority under this Agreement.
Replacement Property Market Value	The market value of the Replacement Property as assessed by an independent valuer when the Replacement Property has been identified and is capable of valuation, having regard to its location, size, specification, tenure, lease terms and any other relevant valuation assumptions.

Return Protection Assessment	The assessment carried out under clause 7 and Schedule 1 to confirm that the proposed terms for the Replacement Property preserve the Leaseholder's protected right of return and do not require the Leaseholder to fund any increase in market value during the construction period, except to the extent expressly agreed in this Agreement.
Return Protection Statement	The written statement provided by the Authority with the Return Offer Notice, setting out the Agreed Existing Property Value, Notional Uplift, Home Loss Payment, Protected Contribution Amount, Replacement Property price, Equity Loan amount and confirmation that the proposed return terms comply with the Return Protection Assessment.
Return Offer Notice	A written notice served by the Authority on the Leaseholder identifying the Replacement Property and setting out the proposed terms of return.
Valuation Date	The "Valuation Date" means: (i) for the purpose of determining the Agreed Existing Property Value, [insert date], being the date agreed by the Parties as the Valuation Date for the Existing Property at the point of sale to the Authority; and (ii) for the purpose of determining any notional uplift in the value of the Existing Property, the date on which the Leaseholder completes the purchase of the Replacement Property.

4. Binding Right of Return

4.1 In consideration of the Leaseholder entering into the Sale Contract and agreeing to sell the Existing Property to the Authority, the Authority grants the Leaseholder a binding right to be offered an Eligible Replacement Property within the Scheme.

4.2 The Authority shall not treat the Leaseholder's right of return as merely discretionary, indicative or subject to further policy approval, except where expressly stated in this Agreement.

4.3 The Leaseholder's right of return shall survive completion of the Sale Contract.

4.4 The Leaseholder shall not be required to proceed with the sale of the Existing Property unless this Agreement has been completed on or before the Exchange Date.

5. Eligible Replacement Property

5.1 The Authority shall offer the Leaseholder an Eligible Replacement Property which, unless otherwise agreed in writing:

a. is located within the Scheme;

b. contains not less than [insert number] bedrooms;

c. is broadly equivalent to the Existing Property in terms of residential use and suitability;

d. complies with the minimum specification set out in Schedule 2;

e. is suitable for occupation by the Leaseholder's household, taking into account any agreed accessibility or medical requirements;

f. is offered on the tenure basis set out in clause 6; and

g. is offered on terms that satisfy the Return Protection Assessment.

5.2 The Authority may identify the Replacement Property by reference to block, core, floor, plot number, unit number, plan, schedule or any other reasonable description before a postal address or individual title number is available.

5.3 The Authority shall act reasonably and in good faith when selecting the Replacement Property.

5.4 The Authority shall not offer a materially inferior unit unless the Leaseholder agrees in writing.

6. Tenure of Replacement Property

6.1 The Replacement Property shall be offered to the Leaseholder on the following basis:

Option A: A long leasehold interest for a term of not less than [insert number] years.

Option B: A shared equity arrangement under which the Leaseholder acquires an equity interest equivalent to the Protected Contribution Amount as set out in Schedule 3.

6.2 The Authority shall provide draft lease or draft lease and shared equity documentation to the Leaseholder's solicitor as soon as reasonably practicable after the Replacement Property has been identified.

7. Protected Return and Purchase Mechanism

7.1 The Parties acknowledge that, as at the date of this Agreement, the specific Replacement Property may not yet have been identified and may not yet have a postal address, unit number, separate title number or final specification.

7.2 The Parties therefore agree that the Leaseholder's right to return shall be protected by:

a. The Agreed Existing Property Value;

b. The Notional Uplift;

c. The Protected Contribution Amount;

d. The Equity Loan; and

e. The Return Protection Assessment

rather than by requiring the Parties to fix a final purchase price for a specific Replacement Property at the date of this Agreement.

7.3 The Parties agree that the Leaseholder shall not be prevented from returning to the Scheme solely because of market value increases occurring between the date of completion of the sale of the Existing Property and the date on which the Replacement Property is offered.

Notional Uplift

7.4 The Authority shall apply a Notional Uplift to the Agreed Existing Property Value in accordance with Schedule 1.

7.5 The purpose of the Notional Uplift is to recognise that the value of an equivalent replacement property may increase during the construction period and to ensure that the Leaseholder's protected equity is not frozen at the value of the Existing Property as at the date of sale.

7.6 The Notional Uplift shall be calculated by applying the agreed index or formula in Schedule 1 from the Valuation Date to the date of the Return Offer Notice.

7.7 The sum of the Agreed Existing Property Value, the Notional Uplift and the Home Loss Payment shall be the Leaseholder's Protected Contribution Amount.

7.8 The Notional Uplift shall not be discretionary. Once the calculation method in Schedule 1 is applied, the Authority shall be bound by the resulting Protected Contribution Amount.

Equity Loan

7.9 If the market value or purchase price of the Replacement Property exceeds the Protected Contribution Amount, the Authority shall make available an Equity Loan to the Leaseholder to bridge the difference, subject to the terms of Schedule 1 and Schedule 3.

7.10 The Equity Loan shall be sufficient to enable the Leaseholder to acquire the Replacement Property, provided that:

a. The Replacement Property is an Eligible Replacement Property under this Agreement;

b. The Leaseholder remains eligible for the right of return;

c. The Leaseholder applies the Protected Contribution Amount towards the Replacement Property; and

d. The Leaseholder complies with the reasonable requirements of the Equity Loan documentation.

7.11 The Equity Loan shall not be discretionary once the conditions in clause 7.10 are satisfied.

7.12 The Authority shall not refuse, reduce or withdraw the Equity Loan solely because:

a. The market value of the Replacement Property has increased during the construction period;

b. The Scheme has taken longer than expected to complete; or

c. The Replacement Property is worth more than the Existing Property at the date of sale.

7.13 The detailed terms of the Equity Loan, including repayment, resale, staircasing, interest, restrictions and any charge to be registered against the Replacement Property, shall be set out in Schedule 3.

Maximum Leaseholder Contribution

7.14 Unless otherwise agreed in writing, the Leaseholder shall not be required to contribute more than the Protected Contribution Amount towards the acquisition of the Replacement Property, except for:

a. Any additional cash contribution voluntarily agreed by the Leaseholder;

b. Mortgage finance voluntarily obtained by the Leaseholder; or

c. Any amount expressly set out in Schedule 3.

7.15 The Authority shall not require the Leaseholder to obtain additional mortgage borrowing as a condition of exercising the right to return unless this has been expressly agreed in Schedule 3.

Return Protection Assessment

7.16 Before serving the Return Offer Notice, the Authority shall carry out the Return Protection Assessment.

7.17 The purpose of the Return Protection Assessment is to confirm that the Notional Uplift and Equity Loan are sufficient to allow the Leaseholder to acquire the Replacement Property without being priced out by market value increases during the construction period.

7.18 The Return Protection Assessment shall be satisfied where:

a. The Replacement Property is an Eligible Replacement Property;

b. The Protected Contribution Amount is applied towards the Replacement Property;

c. The Authority makes available an Equity Loan sufficient to bridge the difference between the Protected Contribution Amount and the price payable for the Replacement Property; and

d. The Leaseholder is not required to make any additional personal contribution, obtain additional mortgage borrowing, or accept materially worse terms, unless this has been expressly agreed in Schedule 3.

7.19 When serving the Return Offer Notice, the Authority shall provide the Leaseholder with a written Return Protection Statement.

7.20 The Return Protection Statement shall set out, in clear terms:

a. The Agreed Existing Property Value;

b. The Notional Uplift;

c. The Protected Contribution Amount;

d. The price of the Replacement Property;

e. The Equity Loan amount;

f. Any additional voluntary contribution from the Leaseholder; and

g. Confirmation of whether the Return Protection Assessment has been satisfied.

7.21 If the Return Protection Assessment is not satisfied, the Authority shall not require the Leaseholder to accept the Replacement Property on the terms offered unless the Authority first provides an amended offer that satisfies the Return Protection Assessment.

7.22 An amended offer may include one or more of the following:

a. An increased Equity Loan;

b. A reduced purchase price;

c. An alternative Eligible Replacement Property;

d. A revised shared equity arrangement;

e. A deferred payment mechanism; or

f. Another arrangement that enables the Leaseholder to return without being priced out by market value increases during the construction period.

7.23 If the Leaseholder disputes the Return Protection Statement, the dispute may be referred to the dispute resolution procedure in clause 15. Where the dispute concerns valuation, indexation, market rent, market value or return protection calculation, it may be referred to an independent expert under clause 15.3.

7.24 Nothing in this clause permits the Authority to pass general market value increases during the construction period to the Leaseholder in a way that defeats the Leaseholder's right of return.

Material Difference in Replacement Property

7.25 If the Replacement Property offered is materially larger, smaller, better specified, worse specified, or otherwise materially different from the assumptions used to calculate the Notional Uplift or apply the Return Protection Assessment, any adjustment shall be made in accordance with Schedule 4.

7.26 No adjustment shall be made solely because of general market uplift, new-build premium, construction delay, or increases in value arising from the Scheme itself, except where the adjustment is necessary to calculate the Equity Loan and does not increase the Leaseholder's required personal contribution beyond the amount permitted by this Agreement.

8. Valuation and Professional Advice

8.1 The Authority shall provide the Leaseholder with a copy of the valuation report or valuation summary relied upon in agreeing the Agreed Existing Property Value.

8.2 The Leaseholder shall be entitled to obtain independent valuation of the Existing Property from a RICS valuer before agreeing the Agreed Existing Property Value or exchanging contracts under the Sale Contract.

8.3 The Authority shall meet the Leaseholder's reasonable independent valuation costs and reasonable disbursements, provided that the valuer is instructed on a "no scheme" market value basis relevant to the proposed acquisition of the Existing Property.

8.4 The Leaseholder shall provide the Authority with a copy of any independent valuation report on which the Leaseholder wishes to rely. The Authority shall review that valuation reasonably and in good faith, including the valuation date, assumptions, comparable evidence, lease terms, condition and any improvements.

8.5 Following its review, the Authority may accept the Leaseholder's independent valuation, request reasonable clarification from the Leaseholder's valuer, obtain its own valuation review, or seek a meeting between the respective valuers to narrow or resolve any difference in value.

8.6 If the Leaseholder's independent valuer materially disagrees with the Authority's valuation of the Existing Property, the Parties shall first seek to resolve the difference by negotiation between valuers and by reference to the evidence contained in both valuation reports.

8.7 If the Parties cannot agree the Agreed Existing Property Value following that review and negotiation process, either Party may refer the matter to an independent expert under clause 15.

8.8 The Authority shall provide the Leaseholder with sufficient information to understand the Notional Uplift, Protected Contribution Amount, Equity Loan and Return Protection Assessment before the Leaseholder is required to accept a Replacement Property.

9. Identification of Replacement Property

9.1 The Authority shall notify the Leaseholder when it is ready to identify a proposed Replacement Property.

9.2 The Authority shall serve a Return Offer Notice containing:

a. the proposed block, floor, unit or plot reference;

b. plans sufficient to identify the proposed Replacement Property;

c. the proposed tenure;

d. the proposed lease, shared equity or equity loan terms;

e. the Protected Contribution Amount;

f. the proposed Equity Loan;

g. the Return Protection Statement;

h. estimated service charges, estate charges and ground rent, if any;

i. anticipated completion date;

j. any mortgageability or return protection information reasonably available;

k. the deadline for the Leaseholder's response.

9.3 The Leaseholder shall have not less than [insert number] working days to accept or reject the Return Offer Notice.

9.4 The Leaseholder shall not be treated as having rejected the right to return unless the Leaseholder has received the information reasonably required to make an informed decision.

10 Completion of Return

10.1 If the Leaseholder accepts the Return Offer Notice, the Parties shall proceed to enter into the appropriate lease, shared equity agreement, equity loan agreement or other return documentation.

10.2 Completion of the Leaseholder's return shall take place on or as soon as reasonably practicable after the Replacement Property is ready for occupation.

10.3 The Authority shall use reasonable endeavours to ensure that the Replacement Property is completed and made available by the Longstop Date.

10.4 The Authority shall keep the Leaseholder reasonably informed of the progress of the Scheme, including any material delay.

11 Interim Accommodation and Private Rental Costs

11.1 Where the Leaseholder is required to vacate the Existing Property before the Replacement Property is available for occupation, the Authority shall not be obliged to provide temporary accommodation directly, unless it expressly agrees to do so in writing.

11.2 Instead, the Authority shall meet the reasonable and properly incurred cost of the Leaseholder renting suitable private-sector accommodation during the interim period, subject to the terms of this clause and the Private Rental Cost Cap.

11.3 For the purposes of this Agreement, the "Private Rental Cost Cap" shall mean the lower of:

a. £[insert amount] per calendar month; and

b. The reasonable market rent for a property broadly equivalent to the Existing Property in the approved search area identified in Schedule 5.

11.4 The Authority shall not be required to pay or reimburse rent above the Private Rental Cost Cap unless:

a. The Leaseholder has provided reasonable market evidence showing that suitable equivalent accommodation cannot reasonably be obtained within the Private Rental Cost Cap;

b. The additional rent is reasonable in the circumstances; and

c. The Authority has approved the additional rent in writing before the Leaseholder enters into the tenancy, with such approval not to be unreasonably withheld or delayed.

11.5 The private-sector accommodation must be broadly equivalent to the Existing Property, having regard to:

a. the number of bedrooms in the Existing Property;

b. the size and layout reasonably required by the Leaseholder's household;

c. the location of the Existing Property and the Leaseholder's need to remain within reasonable proximity to work, education, caring responsibilities, medical facilities and existing support networks;

d. any agreed medical, disability, mobility or accessibility requirements; and

e. the availability and cost of comparable accommodation in the local private rental market.

11.6 The Authority shall pay, or reimburse, rent for the interim private-sector accommodation up to the Private Rental Cost Cap from the date on which the Leaseholder gives vacant possession of the Existing Property until the earliest of:

a. the date on which the Leaseholder completes the acquisition, lease or shared equity arrangement of the Replacement Property;

b. the date on which the Leaseholder unreasonably refuses or fails to proceed with an Eligible Replacement Property offered in accordance with this Agreement;

c. the date on which the Leaseholder elects not to exercise the right to return; or

d. such other date as the Parties agree in writing.

11.7 The Authority shall also meet the following reasonable and properly incurred interim accommodation costs, where supported by appropriate evidence and subject to any specific caps set out in Schedule 5:

a. tenancy deposit, up to a maximum of £[insert amount];

b. reasonable letting, referencing or administrative charges where lawfully payable by the tenant;

c. reasonable removal costs, up to a maximum of £[insert amount];

d. reasonable costs of connecting, transferring or disconnecting utilities, broadband and similar services, up to a maximum of £[insert amount];

e. Any other cost expressly agreed in Schedule 5.

11.8 Unless otherwise agreed, the Leaseholder shall be responsible for ordinary household outgoings at the interim accommodation, including utilities, council tax, contents insurance and day-to-day living costs, save to the extent that such costs exceed those reasonably incurred at the Existing Property as a direct result of the move and are approved by the Authority.

11.9 The Leaseholder shall take reasonable steps to mitigate interim accommodation costs, including by seeking accommodation at or below the Private Rental Cost Cap where suitable accommodation is reasonably available and avoiding unnecessary or excessive expenditure.

11.10 The Authority may require reasonable evidence of market rent, tenancy terms, invoices, receipts or payment obligations before making payment or reimbursement.

11.11 The Authority shall not unreasonably refuse approval of proposed interim accommodation where the accommodation is suitable for the Leaseholder's household and the rent is at or below the Private Rental Cost Cap.

11.12 If the Leaseholder proposes accommodation above the Private Rental Cost Cap, the Leaseholder must obtain the Authority's written approval before entering into the tenancy. The Authority shall consider the request reasonably, having regard to market evidence, availability, household need and the likely duration of the interim period.

11.13 Where possible, the Authority shall pay rent, deposit and other approved costs directly to the landlord, letting agent or service provider. Where direct payment is not possible, the Authority shall reimburse the Leaseholder within [insert number] days of receipt of satisfactory evidence of payment.

11.14 The Private Rental Cost Cap shall be reviewed every [insert number] months, or sooner if there is a material change in local private rental market conditions, the Leaseholder's household needs, or the expected duration of the interim period.

11.15 If there is a dispute about whether proposed accommodation is suitable, equivalent or reasonably priced, or whether the Private Rental Cost Cap should be varied, the Parties shall seek to resolve the dispute urgently. If the dispute is not resolved within [insert number] working days, either Party may refer the matter for determination under clause 15.

11.16 The Authority shall not require the Leaseholder to move more than once during the interim period unless the Leaseholder agrees or unless the existing interim accommodation becomes unavailable, unsuitable or materially unreasonable in cost.

11.17 Further details of the interim accommodation arrangement, including the Private Rental Cost Cap, payment process, approved search area, household requirements and delay provisions, are set out in Schedule 5.

12 Service Charges, Ground Rent and Return Protection

12.1 The Authority shall provide an estimate of the likely service charge and any estate charge for the Replacement Property as soon as reasonably practicable.

12.2 The Authority shall not offer a Replacement Property with materially higher ongoing charges than those disclosed in the Return Offer Notice unless the Leaseholder is given a reasonable opportunity to reconsider the offer.

12.3 Nothing in this clause shall permit the Authority to require the Leaseholder to assume additional mortgage debt, personal contribution or materially worse financial terms unless expressly agreed in Schedule 3.

13 Fallback Provisions

13.1 If the Authority is unable to offer an Eligible Replacement Property by the Longstop Date, the Leaseholder may elect one of the following remedies:

a. an alternative suitable unit within the Scheme;

b. a suitable alternative property outside the Scheme, if agreed;

c. a revised shared equity, discount or return protection package;

d. a financial settlement calculated in accordance with Schedule 6; or

e. such other remedy as the Parties may agree.

13.2 The Authority shall not rely on changes to design, delivery structure or development partner arrangements to avoid its obligations under this Agreement.

13.3 If the Scheme is abandoned, materially redesigned or not delivered, the Authority shall consult the Leaseholder and provide the alternative protection set out in Schedule 6.

14 Assignment

14.1 The right of return is personal to the Leaseholder and may not be assigned without the Authority's prior written consent.

14.2 The Authority shall not unreasonably refuse consent to assignment to a spouse, civil partner, co-owner or qualifying household member where this is consistent with the purposes of this Agreement.

15 Dispute Resolution

15.1 If a dispute arises under this Agreement, the Parties shall first seek to resolve it by negotiation between senior officers of the Authority and the Leaseholder or the Leaseholder's representative.

15.2 If the dispute is not resolved within [insert time period] working days, either Party may refer the matter to mediation.

15.3 If the dispute concerns valuation, price adjustment, market value, indexation, market rent, Private Rental Cost Cap, Equity Loan amount, Protected Contribution Amount or Return Protection Assessment, either Party may refer the matter to an independent expert appointed by agreement between the Parties or, failing agreement, appointed by the Royal Institution of Chartered Surveyors.

15.4 the independent expert shall act as expert and not as arbitrator.

15.5 the expert's decision shall be final and binding.

15.6 the costs of the expert shall be borne equally between the Parties.

16 Authority Approvals and Powers

16.1 The Authority confirms that it has obtained, or shall obtain before exchange of the Sale Contract, all internal approvals required to enter into this Agreement.

16.2 The Authority shall not exchange the Sale Contract unless this Agreement has been approved by the appropriate delegated officer, committee or Cabinet decision, as required by the Authority's constitution.

16.3 The Authority shall be responsible for ensuring that this Agreement is consistent with its statutory powers, best value obligations, subsidy control obligations, housing policy and regeneration policy approvals.

17 Link with Sale Contract

17.1 The Leaseholder's obligation to complete the Sale Contract is conditional upon this Agreement being completed and remaining binding.

17.2 Any completion of the Sale Contract shall not release the Authority from its obligations under this Agreement.

17.3 The Sale Contract and this Agreement shall be read together so far as necessary to give effect to the Leaseholder's right to return.

17.4 If there is a conflict between the Sale Contract and this Agreement, the following shall apply:

a. the Sale Contract shall govern the sale and purchase of the Existing Property; and

b. this Agreement shall govern the Leaseholder's right to return to the Scheme.

18 Notices

18.1 Any notice under this Agreement shall be in writing.

18.2 Notices shall be served by hand, pre-paid first-class post, recorded delivery or email to the address set out below:

Authority:
[Name]
[Address]
[Email]

Leaseholder:
[Name]
[Address]
[Email]

18.3 A notice shall be deemed received:

a. If delivered by hand, on delivery;
b. If sent by first-class post, two working days after posting;
c. If sent by email before 5pm on a working day, on that day; and
d. If sent by email after 5pm on a working day or on a non-working day, on the next working day.

19 Entire Agreement

19.1 This Agreement records the entire agreement between the Parties in relation to the Leaseholder's right to return.

19.2 The Leaseholder acknowledges that they have had the opportunity to obtain independent legal and valuation advice before entering into this Agreement.

19.3 No variation of this Agreement shall be valid unless made in writing and signed by both Parties.

Schedule 1
Notional Uplift, Protected Contribution Amount and Return Protection Assessment

1. Purpose of this Schedule

1.1 This Schedule explains how the Leaseholder’s return is protected by:

a. the Agreed Existing Property Value;

b. the Notional Uplift;

c. the Protected Contribution Amount;

d. the Equity Loan; and

e. the Return Protection Assessment.

1.2 The purpose of this Schedule is to ensure that the Leaseholder is not priced out of returning to the Scheme because of market value increases during the construction period.

1.3 The Parties acknowledge that the mechanism in this Schedule is intended to provide sufficient price protection without requiring a final binding purchase price for the Replacement Property to be fixed before the Replacement Property has been identified.

2. Agreed Existing Property Value

2.1 The Agreed Existing Property Value is: £[insert amount]

2.2 The Agreed Existing Property Value is the agreed current market value of the Leaseholder’s interest in the Existing Property as at: [Valuation Date]

2.3 The Agreed Existing Property Value shall be treated as the Leaseholder’s base protected equity for the purposes of this Agreement.

3. Notional Uplift

3.1 The Authority shall apply a Notional Uplift to the Agreed Existing Property Value.

3.2 The Notional Uplift shall be calculated using the following method:

Independent valuation movement - The Notional Uplift shall be calculated by an independent valuer assessing the change in market value of an equivalent leasehold flat in the local market between the Valuation Date and the date of the Return Offer Notice.

3.3 The Protected Contribution Amount shall be calculated as follows: Agreed Existing Property Value + Notional Uplift + Home Loss Payment = Protected Contribution Amount

3.4 The Notional Uplift shall not be discretionary and shall not be reduced unless expressly permitted by this Agreement.

3.5 If the selected index is discontinued, materially changed, or no longer reasonably reflects the relevant housing market, the Parties shall agree a substitute index or formula. If they cannot agree, the substitute index or formula shall be determined by an independent expert under clause 15.

4. Equity Loan

4.1 Once the Replacement Property has been identified, the Authority shall calculate whether an Equity Loan is required.

4.2 The Equity Loan shall be calculated as follows: Price of Replacement Property minus Protected Contribution Amount = Equity Loan

4.3 If the result of the calculation is zero or negative, no Equity Loan shall be required unless otherwise agreed.

4.4 If the result is positive, the Authority shall make available an Equity Loan in that amount, subject to the terms of this Agreement and Schedule 3.

4.5 The Equity Loan shall be sufficient to bridge the difference between the Protected Contribution Amount and the price payable for the Replacement Property, so that the Leaseholder is not required to fund that difference from personal resources unless expressly agreed in Schedule 3.

4.6 The Authority shall not impose an Equity Loan cap which prevents the Leaseholder from acquiring an Eligible Replacement Property, unless the cap and its consequences have been expressly agreed by the Leaseholder in Schedule 3.

5. Return Protection Assessment

5.1 Before the Leaseholder is asked to accept the Replacement Property, the Authority shall confirm that the Return Protection Assessment has been satisfied.

5.2 The Return Protection Assessment is satisfied where:

a. The Replacement Property is an Eligible Replacement Property;

b. The Protected Contribution Amount is applied towards the Replacement Property;

c. The Authority makes available an Equity Loan sufficient to bridge the difference between the Protected Contribution Amount and the price payable for the Replacement Property; and

d. The Leaseholder is not required to make any additional personal contribution, obtain additional mortgage borrowing, or accept materially worse terms, unless expressly agreed in Schedule 3.

5.3 The Authority shall provide a written Return Protection Statement with the Return Offer Notice.

5.4 The Return Protection Statement shall show:

a. Agreed Existing Property Value;
b. Notional Uplift;
c. Home Loss Payment;
d. Protected Contribution Amount;
e. Price of Replacement Property;
f. Equity Loan;
g. Additional Leaseholder contribution, if any;

h. Confirmation that the Return Protection Assessment is satisfied: Yes / No..

5.5 If the Return Protection Assessment is not satisfied, the Authority shall not require the Leaseholder to accept the Replacement Property on the terms offered.

5.6 The Authority shall instead offer one or more of the following: an increased Equity Loan; a reduced purchase price; an alternative Eligible Replacement Property; a revised shared equity arrangement; a deferred payment arrangement; or any other remedy sufficient to satisfy the Return Protection Assessment.

6. Disputes

6.1 Any dispute about the Notional Uplift, Protected Contribution Amount, Equity Loan, Return Protection Statement or Return Protection Assessment may be referred to the dispute resolution procedure in clause 15.

6.2 Where the dispute concerns valuation, market movement, indexation or return protection calculation, it may be referred to an independent expert under clause 15.3.

7. Worked Example

The following example is illustrative only and shall not override the operative provisions of this Schedule.

Agreed Existing Property Value: £400,000;

Notional Uplift: £40,000;

Home Loss Payment: £44,000;

Protected Contribution Amount: £484,000

Price of Replacement Property: £525,000;

Equity Loan required: £41,000;

Additional Leaseholder contribution: £0.

In this example, the Leaseholder applies the Protected Contribution Amount of £484,000 and the Authority makes available an Equity Loan of £41,000. The Leaseholder is therefore not required to fund the £41,000 difference caused by the higher price of the Replacement Property, unless otherwise expressly agreed in Schedule 3.

Schedule 2
Minimum Specification of Replacement Property

1. Purpose of this Schedule

1.1 This Schedule sets out the minimum specification that the Replacement Property must satisfy in order to qualify as an Eligible Replacement Property under clause 5 of this Agreement.

1.2 The purpose of this Schedule is to ensure that the Replacement Property is broadly equivalent to the Existing Property in terms of size, layout, functionality, accessibility, residential amenity and suitability for the Leaseholder's household.

1.3 The Authority shall not treat a property as an Eligible Replacement Property unless it satisfies the minimum requirements in this Schedule, unless the Leaseholder agrees otherwise in writing.

2. General Requirements

2.1 The Replacement Property shall be a self-contained residential dwelling within the Scheme.

2.2 The Replacement Property shall be suitable for occupation by the Leaseholder's household at the date of completion of the Leaseholder's return.

2.3 The Replacement Property shall comply with all applicable planning, building regulation and statutory requirements in force at the time of construction.

2.4 The Replacement Property shall be capable of being occupied as the Leaseholder's only or principal home.

3. Location Within the Scheme

3.1 The Replacement Property shall be located within the Scheme unless the Leaseholder agrees otherwise in writing.

3.2 The Authority shall have regard to the location of the Existing Property when identifying the Replacement Property, including, where relevant:

a. block or phase location;

b. floor level;

c. outlook and aspect;

d. proximity to lifts, stairs, entrances and communal facilities;

e. proximity to parking, cycle storage or storage areas; and

f. any medical, disability, mobility, caring or household requirements notified by the Leaseholder.

4. Bedroom Requirement

4.1 The Replacement Property shall contain not less than [insert number] bedrooms.

4.2 Bedrooms shall be capable of ordinary residential use as bedrooms and shall not be treated as bedrooms if they are materially unsuitable by reason of size, layout, access, light, ventilation or configuration.

5. Internal Floor Area and Layout

5.1 The Replacement Property shall have an internal floor area of not less than [insert square metres] square metres, or such other minimum floor area as the Parties may agree in writing.

5.2 The Replacement Property shall not be materially smaller than the Existing Property unless:

a. the Leaseholder agrees in writing; or

b. a fair adjustment is made under Schedule 4.

5.3 The Replacement Property shall provide a practical and functional residential layout suitable for the Leaseholder's household.

5.4 The Replacement Property shall include living, kitchen, bathroom and circulation space of broadly comparable utility to the Existing Property.

6. Accessibility and Medical Requirements

6.1 The Authority shall take into account any agreed accessibility, disability, medical, mobility or household requirements notified by the Leaseholder.

6.2 Where such requirements have been agreed, the Replacement Property shall include any reasonably necessary adaptations, including, where applicable:

a. level or step-free access;

b. lift access;

c. accessible bathroom or shower facilities;

d. widened doorways;

e. space for mobility aids;

f. appropriate parking or drop-off arrangements; and

g. any other adaptation agreed between the Parties.

6.3 The Leaseholder shall not be required to accept a Replacement Property that fails to meet agreed essential accessibility or medical requirements.

7. Kitchen, Bathroom and Finishes

7.1 The Replacement Property shall include a fitted kitchen, bathroom and WC facilities suitable for ordinary residential occupation.

7.2 The kitchen, bathroom, WC facilities, fixtures and finishes shall be no worse than the standard provided generally to comparable replacement homes within the Scheme.

7.3 The Authority shall provide the Leaseholder with a specification of finishes before the Leaseholder is required to accept the Return Offer Notice.

8. External Space, Storage and Amenity

8.1 If the Existing Property benefits from private external space, including a balcony, terrace, patio or garden, the Authority shall use reasonable endeavours to provide broadly equivalent external space.

8.2 The Replacement Property shall include adequate internal storage suitable for ordinary residential occupation.

8.3 Any material difference in external space, storage or amenity shall be identified in the Return Offer Notice and, where appropriate, addressed under Schedule 4.

9. Heating, Energy Performance and Services

9.1 The Replacement Property shall include a functioning heating and hot water system suitable for residential occupation.

9.2 The heating, hot water, insulation and ventilation standards shall comply with the standards applicable to the Scheme and all applicable statutory requirements.

9.3 The Replacement Property shall have an Energy Performance Certificate rating of not less than [insert rating], unless otherwise agreed in writing.

9.4 The Replacement Property shall have suitable connections or arrangements for electricity, water, foul drainage, heating, hot water, ventilation and telecommunications infrastructure where available within the Scheme.

10. Parking, Cycle Storage and Mobility Provision

10.1 Where the Leaseholder has an agreed medical, disability or mobility need for parking, the Authority shall take that need into account when identifying the Replacement Property.

10.2 Any difference in parking, garage or cycle storage provision shall be identified in the Return Offer Notice and, where appropriate, addressed under Schedule 4.

11. Service Charges, Estate Charges and Ground Rent

11.1 The Authority shall provide an estimate of:

a. service charges;

b. estate charges;

c. ground rent, if any;

d. heat network or communal energy charges, if any;

e. parking or storage charges, if any; and

f. any other recurring charges payable by the Leaseholder.

11.2 Nothing in this Schedule shall permit the Authority to require the Leaseholder to accept materially worse financial terms unless expressly agreed in Schedule 3.

12. Plans and Information

12.1 The Authority shall provide with the Return Offer Notice, where reasonably available:

a. floor plan;

b. plot or unit plan;

c. block and floor location;

d. internal floor area;

e. number of bedrooms;

f. bathroom and WC provision;

g. external space details;

h. parking or storage details;

i. accessibility details;

j. specification of finishes;

k. estimated service charges and other recurring charges; and

l. anticipated completion date.

12.2 The Leaseholder shall not be required to accept a Replacement Property unless sufficient information has been provided to allow the Leaseholder to make an informed decision.

13. Snagging and Defects

13.1 Before completion of the Leaseholder’s return, the Authority shall allow the Leaseholder or the Leaseholder’s representative a reasonable opportunity to inspect the Replacement Property.

13.2 The Authority shall provide details of the applicable defects liability period, new-build warranty or equivalent protection.

13.3 Any outstanding snagging items shall be recorded in writing with a proposed timetable for remedy.

14. Material Difference

14.1 If the Replacement Property differs materially from the requirements of this Schedule, the Authority shall identify the difference in the Return Offer Notice.

14.2 Any material difference shall be dealt with in accordance with Schedule 4.

14.3 The Leaseholder shall not be required to accept a Replacement Property that is materially inferior to the minimum requirements in this Schedule unless the Leaseholder agrees in writing.

15. No Reduction of Return Protection

15.1 Nothing in this Schedule shall reduce the Authority's obligations under clause 7, Schedule 1, Schedule 3 or Schedule 4.

15.2 The Authority shall not rely on a difference in specification, layout, location, size or amenity to undermine the Leaseholder's protected right of return.

Schedule 3
Equity Loan, Shared Equity and Return Protection Terms

1. Purpose of this Schedule

1.1 This Schedule sets out the terms on which the Authority shall make an Equity Loan available to the Leaseholder where the price of the Replacement Property exceeds the Protected Contribution Amount.

1.2 The purpose of the Equity Loan is to preserve the Leaseholder's right of return and to ensure that the Leaseholder is not required to fund market value increases during the construction period, except to the extent expressly agreed in this Agreement.

1.3 This Schedule shall be read together with clause 7 and Schedule 1.

2. Amount of Equity Loan

2.1 The Equity Loan shall be calculated as follows:

Price of Replacement Property minus Protected Contribution Amount = Equity Loan.

2.2 The Price of the Replacement Property shall be the price or market value of the Replacement Property stated in the Return Offer Notice, subject to the Return Protection Assessment.

2.3 If the Price of the Replacement Property is equal to or less than the Protected Contribution Amount, no Equity Loan shall be required unless the Parties agree otherwise in writing.

2.4 If the Price of the Replacement Property exceeds the Protected Contribution Amount, the Authority shall make available an Equity Loan equal to the shortfall, unless a different amount is expressly agreed in this Schedule.

2.5 The Leaseholder shall not be required to make any additional personal contribution, obtain additional mortgage borrowing, or accept materially worse financial terms in order to reduce the amount of the Equity Loan unless expressly agreed in writing.

3. Nature of Equity Loan

3.1 The Equity Loan shall be an equity-linked loan made by the Authority to the Leaseholder to assist with the acquisition of the Replacement Property.

3.2 The Equity Loan shall not be treated as a discretionary payment once the conditions in clause 7.10 of this Agreement have been satisfied.

3.3 The Equity Loan shall be secured by a legal charge against the Replacement Property.

3.4 The Equity Loan shall not bear interest unless expressly stated in paragraph 7 of this Schedule.

3.5 The Equity Loan shall not require monthly or annual repayments unless expressly stated in paragraph 8 of this Schedule.

4. Equity Percentage

4.1 On completion of the Leaseholder's acquisition of the Replacement Property, the Authority's equity percentage shall be calculated as follows:

Equity Loan divided by Price of Replacement Property x 100 = Authority Equity Percentage.

4.2 The Leaseholder's equity percentage shall be calculated as follows:

Protected Contribution Amount divided by Price of Replacement Property x 100 = Leaseholder Equity Percentage.

4.3 The Authority Equity Percentage and Leaseholder Equity Percentage shall be recorded in the Equity Loan Agreement and legal charge.

4.4 Worked example:

Protected Contribution Amount: £484,000
Price of Replacement Property: £525,000
Equity Loan: £41,000
Authority Equity Percentage: 7.81%
Leaseholder Equity Percentage: 92.19%

5. Application of Funds

5.1 The Leaseholder shall apply the Protected Contribution Amount towards the acquisition of the Replacement Property.

5.2 The Authority shall apply, advance or credit the Equity Loan towards the purchase price of the Replacement Property on completion of the Leaseholder's acquisition of the Replacement Property.

5.3 The Authority may, where appropriate, account for the Equity Loan by reducing the amount payable by the Leaseholder on completion rather than by making a cash advance to the Leaseholder.

5.4 The Equity Loan shall be used only for the acquisition of the Replacement Property and shall not be paid to the Leaseholder as a cash sum unless the Authority agrees otherwise in writing.

6. Security

6.1 The Equity Loan shall be secured by way of a legal charge over the Replacement Property in favour of the Authority.

6.2 The Leaseholder shall execute the legal charge and any related security documentation reasonably required by the Authority.

6.3 The Authority's charge shall secure:

a. the original amount of the Equity Loan;
b. the Authority Equity Percentage;
c. any amount payable to the Authority on sale, transfer, staircasing, remortgage or other repayment event;
d. any interest, if applicable under paragraph 7; and
e. any reasonable enforcement costs properly incurred by the Authority.

6.4 The Authority's charge shall be registered against the title to the Replacement Property at HM Land Registry.

6.5 The Leaseholder shall not complete the acquisition of the Replacement Property unless the Authority's charge is completed and, where required, registrable at HM Land Registry.

6.6 The Authority shall postpone its charge to any first legal mortgage reasonably required by the Leaseholder to acquire the Replacement Property, provided that:

a. the mortgage is from an institutional lender authorised to lend in England and Wales;
b. the borrowing is reasonable and relates to the acquisition of the Replacement Property;
c. the lender agrees to the existence of the Authority's charge; and
d. the Authority is satisfied that its equity interest remains adequately protected.

7. Interest

7.1 Unless otherwise stated in this Schedule, the Equity Loan shall be interest-free.

7.2 No interest shall accrue on the Equity Loan during the period in which the Leaseholder occupies the Replacement Property as their only or principal home.

7.3 If the Leaseholder lets, transfers, disposes of, or ceases to occupy the Replacement Property without the Authority's consent, interest may become payable from the date of breach at [insert rate] or such other rate as may be agreed in the Equity Loan Agreement.

8. Repayment

8.1 The Equity Loan shall not require regular monthly repayments.

8.2 The Equity Loan shall become repayable on the earliest of the following events:

a. sale of the Replacement Property;
b. transfer of the Replacement Property, other than a permitted transfer under this Agreement;
c. staircasing or voluntary repayment by the Leaseholder;
d. remortgage or further charge, where repayment is required under paragraph 10;
e. the Leaseholder ceasing to occupy the Replacement Property as their only or principal home, unless the Authority agrees otherwise in writing;
f. breach of the Equity Loan Agreement or legal charge which remains unremedied after reasonable notice; or
g. such other repayment event as may be expressly agreed in the Equity Loan Agreement.

8.3 On repayment, the amount payable to the Authority shall be the Authority Equity Percentage of the market value of the Replacement Property at the repayment date.

8.4 The market value at the repayment date shall be determined by an independent RICS valuer, unless the Parties agree the value in writing.

8.5 The valuation shall assume a sale on the open market with vacant possession and shall disregard any increase in value attributable solely to improvements funded by the Leaseholder, provided that such improvements were approved where approval was required and are evidenced to the Authority's reasonable satisfaction.

8.6 If the Replacement Property has fallen in value, the Authority's repayment amount shall reduce proportionately by reference to the Authority Equity Percentage, unless the reduction in value is caused by damage, neglect, unauthorised alterations, breach of lease, or other default by the Leaseholder.

9. Voluntary Repayment and Staircasing

9.1 The Leaseholder may repay all or part of the Equity Loan at any time, subject to the terms of the Equity Loan Agreement.

9.2 Any partial repayment shall reduce the Authority Equity Percentage proportionately.

9.3 The minimum partial repayment shall be [insert percentage]% of the value of the Replacement Property, unless the Authority agrees a lower amount.

9.4 The amount payable for any partial repayment shall be calculated by applying the relevant percentage being repaid to the market value of the Replacement Property at the date of repayment.

9.5 Following any partial repayment, the Authority shall provide the Leaseholder with written confirmation of the revised Authority Equity Percentage and Leaseholder Equity Percentage.

9.6 Once the Equity Loan has been repaid in full, the Authority shall release its charge over the Replacement Property as soon as reasonably practicable.

10. Remortgage and Further Borrowing

10.1 The Leaseholder shall not create any further mortgage, charge or secured borrowing over the Replacement Property without the Authority's prior written consent, such consent not to be unreasonably withheld or delayed.

10.2 The Authority may refuse consent where the proposed borrowing would materially prejudice the Authority's secured interest or the Leaseholder's ability to remain in the Replacement Property.

10.3 The Authority may require repayment of all or part of the Equity Loan from the proceeds of any remortgage or further borrowing, except where the borrowing is reasonably required for repair, adaptation, essential works, or another purpose approved by the Authority.

10.4 The Authority shall act reasonably when considering any request to remortgage, taking into account the Leaseholder's personal circumstances, housing need and financial position.

11. Sale of Replacement Property

11.1 The Leaseholder shall not sell or transfer the Replacement Property without first giving written notice to the Authority.

11.2 On sale of the Replacement Property, the Authority shall be entitled to receive the Authority Equity Percentage of the gross sale price or market value, whichever is higher, subject to any deductions or disregards expressly set out in the Equity Loan Agreement.

11.3 The sale price must be supported by open market evidence and, where reasonably required by the Authority, an independent RICS valuation.

11.4 The Authority shall provide a redemption statement setting out the amount required to discharge the Equity Loan.

11.5 On receipt of the repayment amount due to the Authority, the Authority shall execute the documents reasonably required to release its charge.

12. Leaseholder Improvements

12.1 The Leaseholder may carry out improvements to the Replacement Property subject to the terms of the lease and any necessary consents.

12.2 Where the Leaseholder wishes the value of improvements to be disregarded from the Authority's repayment calculation, the Leaseholder must:

7.1 obtain any necessary consent before carrying out the works;

7.2 keep evidence of the cost and nature of the works; and

c. demonstrate that the increase in value is attributable to those improvements.

12.3 Improvements funded by the Leaseholder shall be disregarded when calculating the Authority's repayment amount, unless the Equity Loan Agreement provides otherwise.

12.4 Ordinary repair, maintenance, redecoration and replacement of fixtures shall not normally be treated as improvements for this purpose.

13. Occupation and Letting

13.1 The Leaseholder shall occupy the Replacement Property as their only or principal home unless the Authority agrees otherwise in writing.

13.2 The Leaseholder shall not let the whole of the Replacement Property without the Authority's prior written consent.

13.3 The Authority shall not unreasonably withhold consent to temporary letting where the Leaseholder has a genuine temporary need, including employment, caring responsibilities, medical treatment, or other exceptional circumstances.

13.4 Any unauthorised letting or failure to occupy may constitute a repayment event under paragraph 8.

14. Death, Transfer and Household Protection

14.1 If the Leaseholder dies before the Equity Loan is repaid, the Equity Loan shall not become immediately repayable solely by reason of death.

14.2 The Authority shall allow a reasonable period for the Leaseholder's personal representatives to deal with the estate.

14.3 The Equity Loan may remain in place where the Replacement Property transfers to a spouse, civil partner, co-owner or qualifying household member approved by the Authority, provided that the transferee enters into any deed or documentation reasonably required by the Authority.

14.4 The Authority shall act reasonably when considering any request for transfer to a qualifying household member.

15. Insurance, Repair and Compliance

15.1 The Leaseholder shall keep the Replacement Property insured in accordance with the lease and any mortgage requirements.

15.2 The Leaseholder shall keep the Replacement Property in reasonable repair and shall comply with the lease, the Equity Loan Agreement and the Authority's legal charge.

15.3 The Leaseholder shall not do anything which materially reduces the value of the Replacement Property or prejudices the Authority's secured interest.

16. Default

16.1 If the Leaseholder breaches the Equity Loan Agreement or legal charge, the Authority shall give the Leaseholder written notice specifying the breach and allowing a reasonable period to remedy it.

16.2 The Authority shall not enforce the charge solely because of a minor or technical breach which is remedied within a reasonable period.

16.3 If the breach is not remedied, the Authority may exercise any rights available under the Equity Loan Agreement, the legal charge or general law.

16.4 Before taking enforcement action, the Authority shall consider the Leaseholder's personal circumstances and whether the breach can reasonably be resolved without sale of the Replacement Property.

17. Relationship with First Mortgage Lender

17.1 Where the Leaseholder requires a mortgage to acquire the Replacement Property, the Authority shall co-operate reasonably with the Leaseholder and the Leaseholder's lender to enable completion.

17.2 The Authority may enter into a deed of priority or postponement with the Leaseholder's mortgage lender where reasonably required.

17.3 The Authority shall not be required to postpone or vary its charge where doing so would materially prejudice the Authority's secured interest.

18. Costs

18.1 The Authority shall meet the reasonable legal and valuation costs properly incurred by the Leaseholder in relation to the Equity Loan, the legal charge and any related return documentation, subject to any cap expressly agreed in this Agreement.

18.2 The Authority shall pay its own legal and valuation costs.

18.3 If the Leaseholder requests a voluntary repayment, staircasing, remortgage, transfer or release of charge after completion, the Parties shall agree responsibility for reasonable administrative, legal and valuation costs at that time.

19. Equity Loan Documentation

19.1 The Parties shall enter into a separate Equity Loan Agreement and legal charge before or at the same time as completion of the Leaseholder's acquisition of the Replacement Property.

19.2 The Equity Loan Agreement and legal charge shall be consistent with this Agreement.

19.3 If there is a conflict between this Agreement and the Equity Loan Agreement or legal charge, this Agreement shall prevail to the extent necessary to preserve the Leaseholder's right of return and the protection against market value increases during the construction period.

19.4 The Authority shall provide drafts of the Equity Loan Agreement and legal charge to the Leaseholder's solicitor within a reasonable period after the Replacement Property has been identified.

20. Disputes

20.1 Any dispute about the amount of the Equity Loan, the Authority Equity Percentage, the market value of the Replacement Property, repayment amount, staircasing value, consent to remortgage, or release of the legal charge may be referred to the dispute resolution procedure in clause 15.

20.2 Where the dispute concerns market value or valuation methodology, it may be referred to an independent expert under clause 15.3.

21. No Double Recovery

21.1 The Leaseholder shall not be entitled to recover twice for the same loss, cost, payment or entitlement.

21.2 The Equity Loan shall be taken into account when calculating any fallback or financial settlement under Schedule 6, but only to the extent necessary to avoid double recovery and not so as to undermine the Leaseholder's protected right of return.

Schedule 4
Adjustment Mechanism

1. If the Replacement Property is materially larger than assumed, the Authority may propose a price adjustment, but the Leaseholder shall not be required to accept a unit that would prevent the Leaseholder from exercising the right of return on the protected terms set out in this Agreement.

2. If the Replacement Property is materially smaller than assumed, the price, Equity Loan, Protected Contribution Amount or other return terms shall be adjusted by a fair and reasonable amount agreed between the Parties or determined under clause 15.

3. If the Replacement Property is materially inferior in specification, the Leaseholder may reject the offer or require a fair adjustment to the return terms.

4. Any adjustment shall not increase the Leaseholder's required personal contribution solely because of general market value increases between the Valuation Date and the Return Offer Notice. Market value changes during that period may be taken into account only for the purpose of calculating the Notional Uplift, Protected Contribution Amount, Equity Loan or Return Protection Assessment.

5. No adjustment shall cause the Leaseholder to be unable to exercise the right of return on the protected terms set out in this Agreement, where the Leaseholder otherwise satisfies the eligibility requirements of this Agreement.

Schedule 5
Interim Private Rental Accommodation and Costs

1. Approved search area: [ref to document].

2. Required bedroom number: [insert number].

3. Accessibility or medical requirements: [detail].

4. Parking requirements: [insert if applicable].

Private Rental Cost Cap

5. Private Rental Cost Cap: £[insert amount] per calendar month.

6. The cap is based on: [local market rent evidence / independent rental valuation / Local Housing Allowance benchmark plus uplift / other].

7. Review frequency: every [insert number] months.

8. Review trigger: material change in local rental market conditions, household requirements, or construction programme delay.

9. Evidence required for review: [three comparable rental listings / independent rental valuation / letting agent evidence / other].

10. Authority approval required before the Leaseholder enters into any tenancy above the Private Rental Cost Cap.

Additional Costs

11. Deposit cap: £[insert amount].

12. Removals cap: £[insert amount].

13. Utility transfer and connection cap: £[insert amount].

14. Payment method: direct payment to landlord / reimbursement to Leaseholder / other.

15. Evidence required for reimbursement: tenancy agreement, rent demand, invoice, receipt or other reasonable evidence of liability.

Leaseholder Costs

16. Costs to remain the Leaseholder's responsibility: utilities, council tax, contents insurance and ordinary day-to-day household expenditure, unless otherwise agreed.

Disputes

17. Dispute procedure for suitability, rent reasonableness or variation of the Private Rental Cost Cap: clause 15.

Schedule 6
Fallback and Compensation if Return Cannot Be Delivered

If the Authority cannot deliver an Eligible Replacement Property in accordance with this Agreement, the Leaseholder shall be entitled to the following protection:

1. Alternative unit within the Scheme:

2. Alternative unit outside the Scheme:

3. Additional financial contribution:

4. Revised Equity Loan:

5. Independent valuation review:

6. Right to withdraw from return arrangement and receive financial settlement:

   If the Authority cannot deliver an Eligible Replacement Property, the Leaseholder may withdraw from the right to return arrangement and receive a financial settlement calculated by reference to:

   a. The Notional Uplift;

   b. The value of the Equity Loan;

   c. The reasonable additional cost of acquiring a broadly equivalent alternative property;

   d. Reasonable legal, valuation, mortgage, SDLT, Land Registry and conveyancing costs; and

   e. Any temporary accommodation costs caused by the failure to deliver the Replacement Property.

7. No Double Recovery

The Leaseholder shall not be paid twice for the same loss, cost or entitlement. Any financial settlement shall take account of, and give credit for, any sums already paid by the Authority to the Leaseholder for the same matter, including purchase price, home loss, disturbance costs, professional fees, rent reimbursement, removals, Notional Uplift or any other return protection support.

Execution

Executed as an agreement.

Signed for and on behalf of [Local Authority]:

Signature: ____________________________

Name: ________________________________

Position: _____________________________

Date: ________________________________

Signed by the Leaseholder:

Signature: ____________________________

Name: ________________________________

Date: ________________________________

Witness signature:

Signature: ____________________________

Name: ________________________________

Address: _____________________________

Occupation: __________________________

Date: ________________________________

Outlook

RE: 32 Hanover Court

From Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Date Thu 7/31/2025 9:52 AM
To Olden Tom <[redacted]>; [redacted]>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>

Hi Tom,

The council is considering options for leaseholders at Ekin Rd specifically and as indicated the timeframe for this is a couple of months.

I expect that Hanover and Princess Court will ultimately be considered as part of this – at which point the conversation can be a bit more detailed based on the options available.

I fully understand that [redacted] like to ensure that all options have been covered, however I'm mindful that – on a general basis – indications suggest 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.

Similar to your last email – I'm now going to be on annual leave for a couple of weeks but I understand that [redacted] is in regular contact with Nikki. [redacted] is of course welcome to contact Nikki at any point if she'd like to discuss anything in an informal way.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

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From: Olden Tom <[redacted]>
Sent: 18 July 2025 10:39
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; [redacted] <[redacted]>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hi Andrew,

I note I have never had a response to the email below.

You told me *The council is currently working on potential moving options for leaseholders at Ekin Road and you anticipate this work will be complete within the next two months.*

Will the leaseholders at Hanover also be included in this work ?

I am away from today for two weeks.

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

M: [redacted]
E : [redacted]

OLDEN PROPERTY

Valuation, Leasehold & Compensation Specialist

From: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Sent: 13 June 2025 14:05
To: Olden Tom <[redacted]>; [redacted]>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hi Tom,

Thanks for the email and confirming the key points from the meeting. I'll get a response to you as soon as I can on this.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

If you contact us by email you agree to us replying to the email address that you give us. You need to be aware that our reply may not be completely confidential if anyone else can access your email account. Please be advised that we cannot guarantee the security of the information transmitted by email, so if you do not wish to correspond by email, please write, phone or visit us instead. Our contact details and opening hours can be found on the City Council's website: https://www.cambridge.gov.uk/contact-us

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From: Olden Tom <[redacted]>
Sent: 12 June 2025 14:50
To: [redacted]<[redacted]>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Dear [redacted]Nikki & Andrew,

Further to our meeting yesterday, I wanted to confirm the key points in relation to CPO and rehousing offer to leaseholders from Cambridge City Council.

The council has advised that, at present, they do not have a confirmed date for making the Compulsory Purchase Order. Their best estimate is that it may be brought forward within the next six months, though this remains subject to change.

It was also confirmed that the council does not currently intend to offer a shared equity or shared ownership scheme for leaseholders affected by the scheme.

However, once the new properties are built, leaseholders may have an early opportunity to purchase a unit. This could provide an important route back into home ownership for some of those affected.

At this stage, you were unable to provide an estimated value for the proposed new flats. This presents a significant challenge for [redacted]. If she were to sell her current property now at the agreed price with the intention of returning to Hanover Court once the redevelopment is complete, she would face at least a two-year period of uncertainty regarding the cost of a replacement home.

Should property values increase during that time—by 20%, for example—she may find herself priced out of the new development. In such a case, [redacted] would be compelled to search for an alternative property on the open market. A 20% rise in values would mean the equivalent flat to the one she currently owns would cost 20% more, leaving her materially worse off in housing terms.

This level of financial risk and uncertainty is not a situation I would [redacted].

To prevent this risk there are two options. 1) Purchase another flat outside of the scheme. 2) The Council agrees a price for a two bed flat (if this is what you want) now in the new scheme.

Could you please confirm now whether there is an indicative pricing range available? This is a key consideration for leaseholders in assessing affordability, and of course, central to the council' s position on scheme viability, which—as you know—is essential when making a case of a CPO.

I' d be grateful if you could provide an update when you' re able. As soon as you can would be appreciated.

Best regards,

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

M: [redacted]
E : [redacted]

OLDEN PROPERTY

Valuation, Leasehold &
Compensation Specialist

From: [redacted]
Sent: 10 June 2025 10:12
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Olden Tom <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: Re: 32 Hanover Court

Dear Nikki,
Sorry for the mistake of meeting time, I am free at 3:30 pm on 11/06.

Best regards
[redacted]

Sent from Outlook for iOS

From: [redacted] <[redacted]>
Sent: Tuesday, June 10, 2025 9:58:32 AM
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Olden Tom <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: Re: 32 Hanover Court

Dear Nikki,
Thank you for your reply, please see the attached file for Melanie's contact details.

I am free at 3pm on 12/06, and Tom will join us on line.

Best Regards
[redacted]

Sent from [Outlook for iOS](https://aka.ms/o0ukef)

From: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Sent: Monday, June 9, 2025 10:30:47 AM
To: [redacted] <[redacted]>; Olden Tom <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Dear [redacted]

Thank you very much for your email.

May I please ask for Melanie's details so our legal team can contact her.

We are happy to meet with you Wednesday 11 June 2025 at 3.30pm at Mandela House. Please let me know if this convenient for you

Please do not hesitate to contact me with any further questions you might have.

Kind regards
Nikki Vasilaki (she/her why I put this)
Regeneration Officer, Development, Economy and Place, Cambridge City Council
nikki.vasilaki@cambridge.gov.uk | 07749 588 689 | 01223 458347
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

CAMBRIDGE CITY COUNCIL OUR VALUES COLLABORATIVE COURAGEOUS COMPASSIONATE ACCOUNTABLE

From: [redacted]
Sent: 06 June 2025 17:19
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Olden Tom <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: Re: 32 Hanover Court

I have already chosen a solicitor, Melanie Francis.

The reason why I replied to you late is that I think the quotes from both solicitors are too high. The solicitor's fee this time is paid by the city council, but I still hope to find a cheaper quote even though I don't pay for it. So I have asked for a few more quotes, and unfortunately the quotes are almost the same, as the solicitors knew the fee will be paid by the city council.

I hope it didn't delay the process.

I don't know it is possible to meet you again at your convenience as I have some queries that need to be discussed face to face.

Best Regards

[redacted]

From: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Sent: Tuesday, June 3, 2025 9:52:50 AM
To: Olden Tom <[redacted]>; [redacted] <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hello Tom and [redacted]

I hope you are both keeping well

May I please ask if [redacted] has chosen a solicitor yet? I am mindful of time constraints.
Kind regards

Nikki Vasilaki (she/her why I put this)
Regeneration Officer, Development, Economy and Place, Cambridge City Council
nikki.vasilaki@cambridge.gov.uk | 07749 588 689 | 01223 458347
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

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From: Nikki Vasilaki
Sent: 28 May 2025 10:18
To: Olden Tom <[redacted]>; [redacted] <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hello Tom

Thank you for your email

[redacted] can choose either solicitor. Cambridge City Council will reimburse her.

Please let me know if you have any questions

Kind regards

Nikki Vasilaki (she/her why I put this)
Regeneration Officer, Development, Economy and Place, Cambridge City Council
nikki.vasilaki@cambridge.gov.uk | 07749 588 689 | 01223 458347
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

OUR VALUES COLLABORATIVE COURAGEOUS COMPASSIONATE ACCOUNTABLE

From: Olden Tom <[redacted]>
Sent: 26 May 2025 14:25
To: [redacted]<[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Andrew, Nikki,

Please see two quotes from Holmes & Hills (£2640 incl VAT and charges) and Cooper Burnett (screen shot below £2,100 plus charges).

Can you confirm both fees reanble and [redacted]can choose one of the two and will be compensted ?

[redacted]

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN
PROPERTY

Valuation, Leasehold &
Compensation Specialist

From: [redacted] <[redacted]>
Sent: 15 May 2025 09:11
To: Olden Tom <[redacted]>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: Re: 32 Hanover Court

Hi Tom,
I don’t have any solicitor, please let me your recommended solicitor.

Many thanks

[redacted]

Sent from Outlook for iOS

From: Olden Tom <[redacted]>
Sent: Thursday, May 15, 2025 9:05 am
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; [redacted]<[redacted]>
Subject: RE: 32 Hanover Court

Hi [redacted],

See email below from Andrew Johnson.

The Council is hoping to complete by 31 July. Does that work for you ?

Also I cant recall if you have instructed a solicitor or not. Do you have one you have worked with in the past ? If not I can recommend a couple and they will go through their 'Know Your Client' process online so you will not need to go to an office.

Call if easier.

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN PROPERTY

Valuation, Leasehold &
Compensation Specialist

From: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Sent: 14 May 2025 21:43
To: Olden Tom <[redacted]>; Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; [redacted] <[redacted]>
Subject: RE: 32 Hanover Court

Hi Tom,

The offer formed part of a wider letter regarding fire safety across the two blocks and is not something that can be reissued.

The offer does not remove any of the standard heads of claim applicable to leaseholders under compulsory purchase legislation, including SDLT.

[redacted] will just need to provide contact details of her solicitor (if not already sent on to Nikki) and an estimate of their fees. In the vast majority of cases the fees are approved and this is not something to be overly concerned about. Note that solicitor fees are paid by the council on completion and not upfront. Should this be requested by a solicitor then we can provide an undertaking but this shouldn't be necessary.

The aim is to achieve completion by 31st July.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

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From: Olden Tom <[redacted]>
Sent: 13 May 2025 17:00
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; [redacted]>
Cc: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hi Nikki,

We are keen to complete this case now that the offer has been accepted.

Has your legal team been instructed ?

[redacted] have you instructed a solicitor ?

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

M: [redacted]
E : [redacted]

OLDEN PROPERTY

Valuation, Leasehold & Compensation Specialist

From: Olden Tom
Sent: 30 April 2025 09:32
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Cc: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; [redacted]>
Subject: RE: 32 Hanover Court

Nikki,

Without Prejudice & Subject to Contract

I hope you are well.

My client sent the attached offer to me and I understand Andrew Johnson confirmed the time for acceptance was extended to the end of April.

Having discussed the offer with [redacted] and reviewed the valuation again and recent comparable evidence, I can confirm [redacted] is happy to accept the offer.

We would like to make one small change, in the Table on Page 4, the row Additional disturbance payments could we add the line.

Any compensation and tax relief applicable under compulsory purchase compensation legislation.

Is there an anticipated / preferred vacant possession date ?

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN PROPERTY

Valuation, Leasehold & Compensation Specialist

From: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Sent: 02 April 2025 13:51
To: Olden Tom [redacted]
Subject: RE: 32 Hanover Court

Hello Tom

I have already emailed the leaseholder who is abroad a PDF. Is anyone else abroad?

I will email all of them PDFs just in case.

Kind regards

Nikki Vasilaki (she/her why I put this)
Regeneration Officer, Development, Place Group, Cambridge City Council
nikki.vasilaki@cambridge.gov.uk | 07749 588 689 | 01223 458347
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

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From: Olden Tom <[redacted]
Sent: 01 April 2025 14:20
To: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Understood.

Could you send them a pdf on email ? No need to cc me. I' m thinking some might not be in the country and it' s an important letter obviously.

Could you come back to me on [redacted]?

Kind regards,

Tom Olden MRICS I Director

Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN
PROPERTY

Valuation, Leasehold &
Compensation Specialist

From: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Sent: 01 April 2025 12:39
To: Olden Tom <tom@oldenproperty.com>; Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hello Tom

We have sent the letters to the leaseholders. We cannot share these letters as they are not letters with just an offer, they contain other information as well. Please contact the leaseholders and ask them to share their letters with you.

Kind regards

Nikki Vasilaki (she/her why I put this)
Regeneration Officer, Development, Place Group, Cambridge City Council
nikki.vasilaki@cambridge.gov.uk | 07749 588 689 | 01223 458347
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

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From: Olden Tom <[redacted]>
Sent: 31 March 2025 11:23
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Cc: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Andrew,

Could you please forward the letter from [redacted] to leaseholders at Hanover and Princess Court ?

[redacted]

I will forward to my clients.

Many thanks

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN PROPERTY

Valuation, Leasehold & Compensation Specialist

From: Olden Tom
Sent: 07 November 2024 15:47
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Cc: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: RE: 32 Hanover Court

Hi Andrew,

I haven' t had a chance to review this valuation yet but I will set aside some time early next week and come back.

I note the midpoint between the two valuations is +- £27,500. So 6.62% lower than my valuation.

Could you ask your accounts team about the attached ?

Kind regards,

Tom Olden MRICS I Director
Olden Property
16 Mount Pleasant Road
Tunbridge Wells
TN1 1QU

[redacted]

OLDEN
PROPERTY

Valuation, Leasehold &
Compensation Specialist

From: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Sent: 28 October 2024 17:59
To: Olden Tom <[redacted]>
Cc: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>
Subject: 32 Hanover Court

Hi Tom,

Further to our last meeting, I have contact the valuers that produced a valuation report for 32 Hanover Court. They have given permission for the valuation report to be shared with you.

As noted the variance between both is slightly higher than the 10% that could otherwise be expected. I would be grateful if you could consider the comparables in the attached and let me know your thoughts.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

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This email has been scanned for viruses and malware, and may have been automatically archived

Outlook

32 Hanover Court - offer

From Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Date Thu 2/5/2026 9:27 PM
To [redacted]>
Cc Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>

Hi [redacted]

Thanks for your time yesterday.

As discussed, please see details below of the Council's offer to purchase 32 Hanover Court.

Offer: -

Market value	£415,000
Home loss	£41,500
Additional payment:	
Loss of rent (£800 pcm x 24)	£19,200
Storage (£100 pcm x 24)	£2,400
Total	£478,100

Capital Gains Tax – the Council will pay the capital gains tax subject to calculation by a taxation accountant (the Council will meet these professional fees) and on production of a CGT return submitted as standard within 60 days of completion

Claim period – the Council will extend your right to claim disturbance costs (for example Stamp Duty Land Tax, legal fees, removal / clearance costs and so on) from 1 year to 3 years

The above offer would be conditional on achieving lease surrender completion by **30th April 2026.**

Please note this offer applies on the basis of purchasing your property through agreement. I would be grateful if you could give this consideration and let me know if choose to accept by email response. I fully understand if you'd like to speak with Tom or would like to follow-up with any questions.

Many thanks.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

CAMBRIDGE CITY COUNCIL OUR VALUES COLLABORATIVE COURAGEOUS COMPASSIONATE ACCOUNTABLE CAMBRIDGE CITY COUNCIL

If you contact us by email you agree to us replying to the email address that you give us. You need to be aware that our reply may not be completely confidential if anyone else can access your email account. Please be advised that we cannot guarantee the security of the information transmitted by email, so if you do not wish to correspond by email, please write, phone or visit us instead. Our contact details and opening hours can be found on the City Council's website: https://www.cambridge.gov.uk/contact-us

Outlook

RE: FAO [redacted]- 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

From Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Date Wed 5/27/2026 3:25 PM
To [redacted]
Cc Olden Tom <[redacted]>

Hi [redacted] (and Tom),

Thanks for your recent emails.

Apologies for the delay in coming back – I had hoped to be able to send an update and speak last week. As reassurance, this is being revisited but has taken slightly longer than anticipated. I will come back as soon as I have some detail for you.

Thanks also [redacted]for providing further detail around your family circumstances, appreciated and understood.

Speak soon.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

From: [redacted]>
Sent: 22 May 2026 12:30
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Cc: Nikki Vasilaki <Nikki.Vasilaki@cambridge.gov.uk>; Olden Tom <[redacted]>
Subject: Re: FAO [redacted]- 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Dear Andrew,
Could you please let us know which date you are free to have a meeting .

I wanted to explain my situation a little more personally again. My mother is [redacted]y. I am only child in the family, so I have had to spend a significantly amount of time away from UK taking care of her and support her during this difficult period.

Family and responsibility are very important to me personally, and at this stage of her life, I simply want to do my best to make her remaining days easier, more comfortable, more peaceful and less lonely as possible. Because of this, my schedule and travel plans can sometimes change unexpectedly, which is why my availability has sometimes been limited.

I also want to say how much I truly appreciate all the help and support you and Nikki have given me, especially for continuously sending me property information and keeping me updated when I was away from the UK taking care of my mother. I am very grateful for your and Nikki kindness and patience.

Best Regards

[redacted]

Sent from Outlook for iOS

From: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Sent: Friday, May 15, 2026 1:15 pm
To: Olden Tom <tom@oldenproperty.com>; [redacted]
Subject: RE: FAO [redacted]- 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Hi Tom,

This is to acknowledge your email and to let you know this is being looked at – so will be back in touch next week.

Thanks for confirming [redacted]availability too.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
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CAMBRIDGE CITY COUNCIL
OUR VALUES

From: Olden Tom <[redacted]
Sent: 12 May 2026 14:36
To: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>; [redacted]>
Subject: RE: [redacted]- 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Andrew,

Further to the attached.

Could we set up a Teams meeting to discuss whether the option for occupying leaseholders to get an equivalent flat, back in the new scheme could be revisited.

This is the core of my client's objection to the scheme and we are confident, with constructive dialogue and willing from the Council/developer, a solution can be found.

Both my client and I have a lot of availability for a Teams meeting next week (Monday, Wednesday and Friday). Let me know when suits you.

Kind regards,

Tom Olden MRICS I Director

[redacted]

W: www.oldenproperty.com

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From: Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Sent: 06 April 2026 21:02
To: [redacted]
Cc: Olden Tom <[redacted]
Subject: FW: FAO [redacted] - 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Dear [redacted]

Further to my below email, please can you confirm that you have received service of the documents enclosed?

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
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From: Andrew Johnson
Sent: 25 March 2026 12:01
To: [redacted]>
Cc: Olden Tom <[redacted]
Subject: FAO [redacted] - 32 Hanover Court - Notice of Making - The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026

Dear [redacted]

The Cambridge City Council (Hanover Court and Princess Court) Compulsory Purchase Order 2026
Re: 32 Hanover Court, Cambridge, CB2 1JH

Please see attached correspondence which relates to the above property.

As agreed by telephone on 12 March 2026, we enclose by way of service with this email on behalf of the Council:

- Covering letter;
- Statutory notice of the making of the Order;
- Privacy notice;
- CPO Order and Schedule;
- CPO Map;
- Statement of Reasons.

Please read these enclosures carefully.

Printed copies of these documents have also been issued to you at the above address by post.

The documents have been uploaded to the Council's website. You can view these at: Compulsory purchase orders for new housing schemes - Cambridge City Council

Printed copies of these are also available to view at the locations noted in the attached letter.

The attached letter contains further information about who to contact if you have any queries or would like to discuss your options further.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco | instagram.com/camcitco

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Outlook

Right of Return agreement

From Andrew Johnson <Andrew.Johnson@cambridge.gov.uk>
Date Fri 6/26/2026 1:06 PM
To [redacted]>
Cc Olden Tom <[redacted]>

1 attachment (337 KB)
Right of Return Agreement 26.06.2026.pdf;

Hi [redacted],

I hope this finds you well.

Please find attached a draft Right of Return agreement for your review.

This is intended to inform discussion on your return to the UK. Given this is a lengthy document, I appreciate that the review may take some time and you may wish to gain some further advice.

In the interim, please forward any queries regarding this agreement and we will do our best to provide clarification.

Kind regards,
Andrew

Andrew Johnson
Regeneration Manager, Development, Economy & Place Group, Cambridge City Council
andrew.johnson@cambridge.gov.uk | 07563 421031 | 01223 457104
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