Wedlake Bell

QUARTERLY IN ADVANCE

WINTER 2018

NEWS AND VIEWS FROM OUR REAL ESTATE TEAM

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DEAR CLAIRE

Perplexed by property law? Relax, Solicitor Claire Haynes is here to answer your most pressing questions...

Q: I work for a small charity which has a lease of a building that the charity uses for its head office. The charity sub-lets several floors of the building to other occupiers as it no longer needs the space and this generates extra income for the charity. I have heard that from 2018 the charity will no longer be able to sublet the extra space unless it complies with energy efficiency performance criteria. The building is old and I doubt it complies with the required standards. Should I be concerned?

A: You have good reason to be concerned about the new standards. They are set out in the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 and there are two key dates to note for a landlord of commercial premises:

- from 1 April 2018 a landlord must ensure a property meets minimum energy efficiency standards before granting a new lease or extending or renewing an existing one;
- from 1 April 2023 a landlord must not continue to let a property which falls below the required minimum energy efficiency standards.

The charity would fall into the category of landlord in relation to the floors that it sub-lets.

The minimum standard is an EPC rating of band E. EPC ratings below band E (band F or G) are deemed sub-standard and fall foul of the Regulations unless an exemption applies and has been registered on a government register. The exemption lasts for five years and allows a landlord to let or continue to let a property not meeting the required band E standard of energy efficiency.

The exemptions which are most likely to apply in your circumstances are:

- the works are not cost effective as they do not achieve a payback of capital costs within a seven year payback period; or
- despite using reasonable efforts it has not been possible to obtain necessary third party consents to the required energy efficiency improvement works. An example would be where your sub-tenant will not permit access to the premises to enable you to carry out the works.

Exemptions are made on a self-certification basis and if they do apply, they will need to be registered before 1 April 2018. As landlord if you pay for works to be carried out there is the possibility of recovering the cost of the works from the tenant if the lease permits this. However an existing lease is unlikely to do so.

Local trading standards teams will be responsible for enforcing the Regulations. They will be empowered to levy steep financial penalties for non-compliance and to name the parties on a public register.

The new rules on energy efficiency run alongside the usual laws which apply when a charity disposes of land. The charity must continue to try and get the best deal it can; the lease must be in the best interests of the charity; and the charity should take written advice from a surveyor in the normal way before granting the lease.

This is a complicated and emerging area of law on which I recommend you seek further detailed legal advice.

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WELCOME

We welcome Edward Moss who has joined the Commercial Property team as a solicitor.

Edward Moss joins from Mundays LLP. Edward advises on a broad range of non-contentious commercial property matters, including landlord and tenant, acquisition and disposal, portfolio management and secured lending. Edward also assists on the property aspects of corporate transactions. He has experience working for owners, occupiers, developers, funders and retailers. In his spare time Edward enjoys running and cycling as well as spending quality time at the Stoop.

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CPD AND TRAINING WEBINARS

Are you on top of your CPD or continuing competence requirements or are you keen to make sure you start 2018 bang up to date in the matters affecting your practice and the legal issues which impact you clients?

Wedlake Bell have webinars available free of charge on our website, and they each entitle you to claim up to 1 non-accredited CPD point. You can watch them at any time: at your desk or on your commute.

Each webinar is delivered by partners with years of experience in the relevant field and covers both essential areas of law and new developments. Whether you're a recent graduate or a partner yourself, these webinars provide practical guidance in a readily accessible format.

We have the following commercial property focussed webinars to boost your CPD hours or satisfy a continuing competence objective:

- **How can retailers make the most of their bricks and mortar in an omnichannel world?**
  Retailers are embracing the concept of omnichannel and are using technology to drive consumers into their stores. Join **Leah Freeman** and **John Muncey** as they discuss the legal issues around flexibility in real estate enabling retailers to use their stores to enhance their brand and create a customer experience.
- **Investment acquisitions and sales – the essentials**
  Malcolm Macfarlane and **Suzanne Gill** discuss key issues and trends in investment acquisitions and sales for surveyors.
- **The new Housing and Planning Act to deliver "a million homes by 2020"**
  Jay Das, Head of the Planning team presents a whistle stop tour of the changes introduced by the Act.

The recordings are quick and easy to access and available to view at https://wedlakebell.com/events/

RESTRICTING DEVELOPMENT

It's possible for a landowner to agree to restrict the way in which their land is used (a restrictive covenant), in a manner which lasts for hundreds of years, if it's done properly. Leicester Square remains an open space today because of words drafted in 1808. Sometimes these restrictions are superseded by changes in the neighbourhood: no-one would burn lime or tan leather in central London now.

Sometimes there's a bit of a grey area. Covenants of debatable enforceability can often be dealt with by defective title insurance. Perhaps it's clear that the proposed development will breach a building line shown on an old plan, but there's no one who can complain. Or the title deeds refer to unspecified terms in a deed which has been lost. In these cases, as long as no contact has been made with anyone who might have the benefit of the covenant, it's possible to get defective title insurance for a one-off premium.

However when it's all too clear that the covenant can be enforced, insurance tends not to be available. If negotiation fails, developers have to revise their plans or fall back on an application to the Lands Tribunal. The 1925 Law of Property Act allows for covenants to be modified or discharged in certain circumstances: the covenants are obsolete; impede a reasonable use of the land; or no longer secure any practical benefit. The process includes writing to everyone who might have the benefit of the covenant alerting them to the hearing, effectively bringing their attention to a right they didn't know they had. No wonder developers treat this as a last resort.

The recent case of ***Derreb Limited v Blackheath Cator Estate Residents Limited [2017] UKUT 209 (LC)*** concerned covenants which did impede a reasonable use of the land yet at the same time secured continuing practical benefit. How could the Tribunal resolve this dilemma? Derreb owned a former sports ground which was part of the Cator Estate. The property was subject to a restrictive covenant not to build anything other than detached houses on it. Derreb's scheme comprised 38 detached houses – but also 25 terraced houses and 67 apartments. And they'd never actually submitted a planning application which was solely detached houses. Even so, it was clearly in the public interest for a derelict site to be brought back into use. The judges went to the Cator Estate and were struck by its tranquillity and pleasing character, which owed much to the quiet roads and substantial areas of detached housing. These features owed much to the restrictive covenant which was a problem for Derreb.

Tactics and money play an important part in litigation. In this case the developer was the only party to call expert witnesses. Derreb's expert planner maintained that a less intensive scheme would be rejected by the local authority. Furthermore the authority might react by using compulsory purchase powers to acquire the site (thus free from restrictive covenants) and build much more than Derreb proposed. The Tribunal can only make its decision on the evidence presented to it, so these two elements of Derreb's case went unchallenged.

A case report gives only a tantalising glimpse of the legal drama during the hearing itself. This particular judgment makes it clear that the parties (all of them) modified their respective positions during the course of the hearing. By the time the developer's barrister stood up to argue that the covenant was obsolete, two of the objectors had already accepted that some modification of the covenant would be sufficient. It seems that the Tribunal played a more active role in the case than one might expect, perhaps because not all of the objectors were represented by solicitors. In a series of questions the judges prompted the individuals with homes near the site to agree that as long as the part of the development which abutted their homes was of detached dwellings, there would be no damage from flats out of sight; and the residents' company and developer to agree that if the Cator Estate roads were only used by pedestrians, cyclists and mobility vehicles, the character of the Estate would not change. Abolishing the covenants would have meant the residents' only protection against intensive development was the planning process; but amending the covenants was an elegant solution which balanced the rights of all parties involved. Derreb got the rights for a scheme which was pretty close to the one they had asked for, and the residents kept their tranquil low-rise locality.

One of my clients tells me he makes his money on the sites that other people think are too difficult. This case shows how the law can be part of the way to unlock those difficult sites.

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CONTRIVED DEVELOPMENTS – THE EASY WAY TO REMOVE COMMERCIAL TENANTS?

The Landlord and Tenant Act 1954, having been heavily revised over the years, has rarely been the focus of high profile litigation in recent times. However, the case of ***S Franses Ltd v The Cavendish Hotel (London) Ltd [2017] EWHC 1670***, decided in the High Court earlier this year may spark change, as landlords test the limits of the Act.

Facts

The landlord in the above case is *The Cavendish Hotel (London) Limited*, owner of The Cavendish Hotel in Westminster and the tenant, *S Franses Ltd* is a textile dealer, also based in Westminster. The tenant was fortunate enough to have a protected tenancy under the Act and, in seeking a renewal of its lease in 2015, it was surprised to learn its application was refused by the landlord.

Theory

The refusal was based upon ground (f) of section 30(1) of the Act, that the landlord wished to carry out substantial construction work to the property that it could not reasonably do so without possession. Historically, this ground has been seen as appealing to landlords seeking to remove tenants either by contemplating a potential scheme (and not following through) or by carrying out minimal works which would not have necessarily required vacant possession. Usually, the courts have been particularly unreceptive to such landlords' schemes however, seeking to maintain a careful balance of power between landlords and commercial tenants. This was seemingly until the decision in *S Franses*, earlier this year.

Decision

The development scheme planned by the landlord, whilst stopping short of being entirely fictional, was completely contrived by the landlord and its solicitors with the sole aim of opposing the tenant's new lease under ground (f) rather than because genuine works were necessary or improvements were planned. The planned works involved the lowering of the floor of part of the demised area along with the repositioning of an internal wall and smoke vents and provided no practical or economic benefit to the landlord save for the fact it could use them as a tool to oppose the tenant's lease renewal; it was even confirmed during cross-examination that if the tenant left voluntarily, the works would not be carried out. Despite this quite open use of guile by the landlord, the High Court found in its favour, entitling the landlord to vacant possession, as it desired.

Consequences

What is seen as a universally unfair decision here may be a useful tool for landlords looking to deprive tenants of their security of tenure under the Act and seek a more desirable tenant on more favourable terms. If this seems like an appealing option to oppose any further lease renewals it would be best to act quickly - recent updates suggest that *S Franses* have been given leave to appeal directly to the Supreme Court. Given the nature of the decision (especially the conduct of the landlord and its solicitors in the case) and how it can be seen to undermine the spirit of the Act, which was to give business tenants substantial security of tenure to protect the operation of their businesses, it is likely this decision could be reversed before long.

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STRUCTURALLY SOUND? WOULD A CORPORATE STRUCTURE BE BETTER FOR YOUR PROPERTY DEAL?

An alternative to acquiring the direct title to a piece of real estate can be to acquire the corporate vehicle (Target) that owns the property. In its simplest terms, this may be done by way of the acquisition of the share capital of an English private limited company, an offshore company or a holding company whose subsidiary owns the real estate in question. By purchasing the shares of the Target, the ownership of the real estate does not change. This can be advantageous when the real estate in question is leasehold property because (unless there are change of control provisions in the relevant lease) landlord's consent will not be required.

Share Purchase Agreement

Rather than entering into a standard property contract, the parties will enter into a share purchase agreement. The share purchase agreement will be governed by English law, even where the Target is an overseas company holding real estate in England and Wales (although local counsel will be required to opine on certain aspects of the transaction in this instance). Before entering into the formal share purchase agreement, the parties may enter into non-binding heads of terms. The heads of terms may include binding provisions relating to exclusivity and the payment of non-refundable deposits. Unless there is a specific requirement for consent from a third party such as a landlord or regulator, most transactions will be exchanged and completed simultaneously. If a split exchange and completion is required, it is likely that the seller will require the buyer to pay a deposit on exchange that is liable to be forfeited by the buyer in the event that the buyer fails to proceed to completion at the required time. The share purchase agreement will have built into it provisions regarding the conduct of the Target's business during the period between exchange and completion and may give the buyer the ability to terminate the agreement if the seller materially breaches those obligations.

Due Diligence

A significant difference to a pure property transaction is that by acquiring ownership of the Target, the buyer also inherits all of the Target's liabilities and history, including tax. As such, in addition to the usual property due diligence that is carried out (including regarding any occupants who will generally retain their right to remain at the property despite the sale), the buyer will need to undertake full legal due diligence on the Target, including financial and tax, so that it can understand exactly what it is buying.

Stamp Duty and ATED

Stamp Duty payable on the acquisition of shares in a UK company is 0.5% of the purchase price which is lower than the Stamp Duty Land Tax (SDLT) which is payable when the real estate asset itself is purchased – the top rate of SDLT is currently 15% for residential property and 5% for commercial property. Where the transaction is to be structured as a share purchase, in the event that the Target is leveraged with bank debt and/or shareholder loans, the share purchase agreement may be structured so that the debt is discharged by the buyer at completion, with the headline purchase price being reduced by the amount of the debt and thus reducing the level of Stamp Duty to be paid. The consideration may also be subject to a net asset adjustment based on completion accounts, with the adjustments replicating the accruals seen in pure property transactions such as rental receipts and service charge apportionments.

A buyer should also bear in mind that the Target may be liable to pay Annual Tax on Enveloped Dwellings (ATED). ATED is an annual tax charge payable by companies that wholly or partly own UK residential property valued over £500,000. Relief from ATED is generally available where the property is let on commercial basis to someone who is unconnected with the company. However, the company will still be required to make annual ATED filings.

A share purchase agreement will not be the right option all of the time, but it is an important structure in the list of possibilities to consider.

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DO YOU NEED PERMISSION TO PAINT YOUR PROPERTY?

The recent Court of Appeal judgment in the case of ***Lisle-Mainwaring and the Secretary of State for Communities and Local Government v. Carroll*** brought to a close a lengthy planning dispute between two Kensington residents. At the heart of the saga was Ms. Lisle-Mainwaring's desire to demolish a terrace property and build a more modern house with a basement in its place.

However, it was the sideshow to that main event that attracted the media interest, namely the painting of Ms. Lisle-Mainwaring's house in red and white stripes. Whether motivated by revenge or a passion for Sunderland Football Club we can only guess, but it raised some very interesting legal points in itself, culminating in the High Court case of ***R (Lisle-Mainwaring) v. Isleworth Crown Court and Royal Borough of Kensington and Chelsea*** ("the stripy house case").

If you've ever wondered what consents you need to paint the outside of your property, and the degree to which a local planning authority ("LPA") can curtail the painting on amenity grounds, then the stripy house case provides useful guidance.

Whilst painting the exterior of a building is a 'building operation' for the purposes of section 55 of the Town and Country Planning Act 1990 ('TCPA'), no application for planning permission is required because permitted development rights (under Schedule 2 Part 2 Class C of the Town and Country Planning (General Permitted Development) (England) Order 2015) automatically grant permission. That's the case even if the building is in a conservation area.

For listed buildings, although planning permission would not be required, listed-building consent would be needed if the painting would affect the property's character as a building of special architectural or historic interest, even if you only intend to paint your front door.

So would you have free rein to paint a building's exterior if the building isn't listed? In the stripy house case, the LPA's view was that you wouldn't, and the courts initially agreed. The LPA couldn't take planning enforcement action as the painting was permitted development, so they instead sought to use lesser-known powers to force Ms. Lisle-Mainwaring to restore the paint scheme to one more in keeping with the area.

Section 215 of the Town and Country Planning Act 1990 empowers local planning authorities to serve notices requiring owners or occupiers to remedy the condition of their property if the authority thinks it adversely affects the amenity of the area. Even though they are most often used to require untidy or derelict sites to be cleaned up, the LPA decided that it would be appropriate to serve a section 215 notice in this case.

The scope of planning authorities' discretion to serve section 215 notices was tested after Ms. Lisle Mainwaring appealed against the LPA's decision to serve one. The High Court ruled that section 215 notices cannot be used to try to deal with issues of aesthetic judgement rather than disrepair or dilapidation. The painting of the exterior of a building is authorised by statute and it was not permissible for the LPA to go beyond the statutory provision by serving a section 215 notice to try to arrive at what it perceived to be a fairer outcome. The Court emphasised the statutory powers available to LPAs to limit permitted development rights by the use of 'Article 4 Directions' or to require discontinuance of a lawful use, but in such cases the owner would be entitled to compensation. It would be inconsistent with the 'Planning Code' to allow the LPA to limit a lawful use without the payment of compensation.

The Court sent a clear message that property owners are free to paint the exterior of their properties in their chosen colour scheme unless the LPA has followed the correct statutory procedure to remove those rights.

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THE INS AND OUTS OF EASEMENTS

Easements are vitally important to anybody who owns, occupies or develops land. Whilst some easements are essential for the use and enjoyment of land, others can restrict the way land can be used.

This article is the first in a series of two which will look into the nature of easements, how they are created and ended and how they might impact on you.

What is an easement?
An easement is a right benefitting a piece of land (known as the *dominant* land) that is enjoyed over land owned by someone else (known as the *servient* land).

Usually, an easement allows the owner of the dominant land to do something on the servient land, such as use a path or run services over it. However, an easement can also prevent the owner of the servient land from using it in a certain way. For example, the owner might not be allowed to construct buildings that would interfere with someone's right to light.

Other examples of easements include the right to use a garden and leisure facilities including a golf course, swimming pool and tennis courts.

Are there any requirements for an easement?
Four requirements must be satisfied for an easement to be made:

1. There must be both dominant and servient land: a right will only be created if it benefits one piece of land and burdens another;
2. The right cannot be personal: it must benefit the land itself, and not just the person occupying it;
3. Different people must own and occupy the dominant and servient pieces of land; and
4. The right must be capable of being granted by a deed: it must be both capable of being an easement and sufficiently definite.

How are easements made in practice?
Easements may be created by deed, implication or long use (prescription).

Deed
This is the most common way to create an easement. We recommend creating easements by deed so the dominant and servient land, nature and the scope of the easement can be clearly set out.

In practice, easements are generally created on a sale of part of land or in a lease. In both situations, it is important for the parties to consider what rights they need to use the land going forward – both on the transferred or leased land and the retained land. These rights and reservations should be included in the land transfer or lease to preserve them for future use.

Deeds are also entered into where specific easements are to be granted, such as when someone puts in new drains that run across another person's land.

Implication
Implied easements may arise where there is a sale of part of land. Ideally, all the rights and reservations needed for both the retained and transferred land will be included in the land transfer. However in very rare circumstances an easement may be implied where it is absolutely necessary for the use of the land but has not been included in the land transfer. An example would be where the buyer's land is landlocked and needs a right of way over the seller's retained land.

Prescription
Easements can be created by long use. This may arise where a person has used another's land or property continually for 20 years, in an open manner, without challenge and without asking for or being given permission.

How long does an easement last for?
Easements are usually permanent. As they attach to the land and not to a person, they pass with each sale of that land going forward.

Easements can come to an end in the following circumstances:

1. *Express Surrender:* the owner of the dominant land benefitting from the easement surrenders or terminates that easement in a deed. If you want to obtain an express surrender, you may be charged a large sum of money for this;
2. *Expiry:* if the easement is time limited or contained in a lease, it will expire automatically at the specified expiry date or at the end of the lease;
3. *Common ownership:* an easement will end if the same person owns both the dominant and servient land; or
4. *Abandonment:* a release will be implied where the dominant owner gives up the easement. A positive intention to give up the easement must be shown – it is not enough that the easement has not been used for a long time or is not currently in use.

Practical considerations – what does it mean for you?
If you are buying land, especially for development, it is essential that you are aware of any easements affecting that land and your ability to use it. It is also vital that you have the benefit of all necessary rights and easements to allow you to develop and use that land in the way you intend.

Your land is subject to an easement
If part of your land is subject to an easement, you will have to respect the easement and will not be able to use that land for anything that is inconsistent with or otherwise contravenes the easement.

Examples:

1. If an adjoining landowner has a right to use a track on your land with vehicles you will not be able to build on that track and must keep it open for vehicular access;
2. If a building has a right of light through a vacant or low-rise plot and you intend to develop a high-rise building on that plot, you may impede that right to light; and
3. If a landowner, such as a residential developer, builds a drainage or sewage system on its land servicing its development and has reserved a right to use part of your adjoining land for a soakaway, then you will not be able to develop or use that land for any other purpose.

In these circumstances, you may need to negotiate a release or surrender of the easement. You would normally have to pay for such a release or surrender.

You need an easement
What are you planning to do with the land? You will need to consider what rights you need, whether these already exist and whether they are extensive enough as some easements are limited and may only benefit part of your land or be used at certain times.

Wedlake Bell have experts who can advise on all aspects of land and property transactions, including the grant of easements, sale and purchase of land, leases and developments. Please get in touch if you would like some assistance navigating the legal pitfalls.

The second article in our series on easements, which considers whether property which is extended or enlarged will benefit from an easement, will appear in the Spring edition of Quarterly in advance.

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TOMORROW'S CITY, TODAY'S CHALLENGE

HANDBUILT BY ROBOTS – DEVELOPMENT IN THE DIGITAL AGE

A special thanks to the three fantastic panellists in our autumn debate: Mike Putnam, from Skanska, Tim Carey, from Wilmott Dixon and Niall Healy, from the Chartered Institute of Architectural Technologists.

Our interest was particularly piqued by:

- The UK industry's strong track record in innovation is harnessing technology to develop on and off site solutions with BIM, 3D printing, VR technology and robotics offering huge potential to cut time, save cost, improve quality and reduce waste on development projects. Scaling up from prototypes across projects is today's challenge.
- The construction industry is determined to collaborate to develop new ways of working that can be used time and time again, recognised by Government through the Industrial Strategy and the Construction Leadership Council; and other academic and industry partnership. But will it get there before the next disruptor?
- The supply chain, cross industry collaboration and a willingness to embrace change are critical factors as is wider and, possibly, unrestricted and mobile access to the BIM Model or discrete parts.
- Financial, insurance and legal structures have to adapt to facilitate industry change – rather than historic precedent being a barrier to progress.
- People are still key but tomorrow's industry operatives need different skills for a digital development age.

But what's not clear is whether paper will ever die as a means of communication. Views on that differed, and we suspect only time will tell.

Look out for future Tomorrow's City, Today's Challenge debates, which we'll let you know about. We are planning a Senior Living debate for 2018 as part of a housing series.

To be added to our invite list please email us at events@wedlakebell.com

In the meantime keep up to date by following @TomorrowCityWB on Twitter – and let us know your thoughts and views.

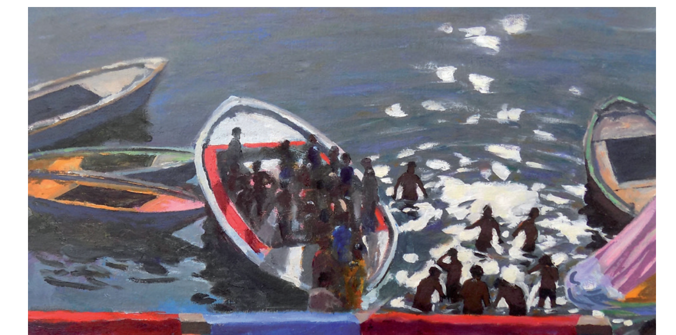
THE CHELSEA ART SOCIETY

Once again, Wedlake Bell was delighted to be sponsoring the 70th Annual Open Exhibition of the Chelsea Art Society (26 to 30 October 2017).

For the second time Wedlake Bell also donated an Award for a Young Artist whose submitted work demonstrates outstanding ability, dedication or potential. The prize intends to encourage and support young artists starting out in their careers.

Congratulations to Tyga Helme who was the winner of The Wedlake Bell Award for a Young Artist 2017. Tyga is a painter and printmaker with drawing lying at the heart of her practice. Examples of her work are now displayed at Wedlake Bell's office.

Founded in 1910, The Chelsea Art Society is the oldest and sole survivor of the many art groups that blossomed in the area around that period. For more information, visit www.chelseaartsociety.org.uk.

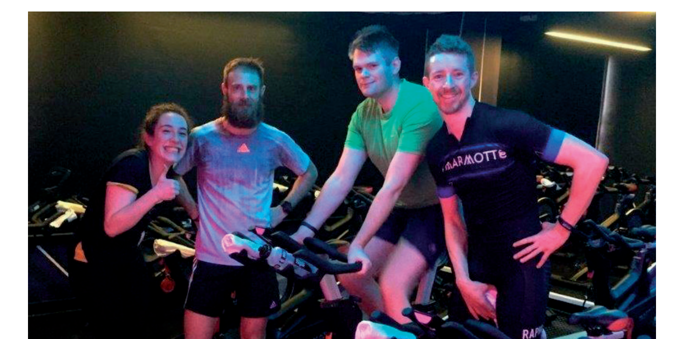


'FUEL FOR FUEL' – CYCLING CHALLENGE EVENT

A 20 strong team from Wedlake Bell competed in the Fuel for Fuel challenge event to raise money for North London Cares.

The team led by Anna Lewis included Matthew Mainstone, Marc Leyshon, Patrick McGrath, James Singleton and Jeff Rawson from Commercial Property.

We cycled 119km in 3 hours and came second out of three teams raising £986 for North London Cares. North London Cares is a community led, proactive outreach effort to ensure older neighbours are staying warm, well, active and connected during the winter months. They hope to knock on over 1,000 doors and have hundreds of conversations with vulnerable older neighbours, supporting them when they can with blankets, warm items of clothing or with fuel grants for those neighbours for whom winter is a choice between eating or heating.



FIVE A-SIDE FOOTBALL

We have a keen five a side football team but we don't have any matches coming up. If you would like to arrange a fixture and a few drinks afterwards – please get in touch with our captain Liam Floodgate at lfloodgate@wedlakebell.com or +44(0)20 7395 3162.

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