

Sworn Statement

I, Mr Giles Underhill of The Gate House, Rear of 24 Market Square, Westerham, Kent, TN16 1AR do solemnly and sincerely declare as follows:

1. I am the owner of The Owl Barn, Tickners, Spode Lane, Cowden, Kent, TN8 7HW (the building in question).
2. The building in question previously comprised an ancillary storage barn, which serviced the original residential property (Tickners, Spode Lane, Cowden, Edenbridge TN8 7HW) on the wider Site.
3. In April 2016, I obtained planning permission (Ref: 16/00322/FUL) for development proposals across the wider Site, including the refurbishment of the previous Owl Barn building for use as storage, ancillary to the wider development.
4. Subsequently, as part of the wider site's redevelopment, Owl Barn was instead completed as a new build, self-contained detached residential dwelling.
5. The external works to the building in question were completed by November 2015, with the internal fit out works being completed by the Autumn of 2016.
6. Owl Barn is accessed via a shared private drive from the public highway (Spode Lane). The driveway leads to Tickners, then a fork serves North Barn, South Barn, Owl Barn and Ravenscroft.
7. It shares a communal 16 person Clargester Sewage plant with three other properties. The property has two parking spaces adjacent to its own front door. As with all other properties on the estate, refuse is collected from the top of the drive (Spode Lane) weekly. The property is independently assessed for Council Tax (Sevenoaks District Council refer to it as The Annex, Tickners, Spode Lane, Cowden).
8. During Q1/Q2 of 2017, following its completion, the building in question was let informally to a security guard and to various workers who were employed on the construction of the other dwellings.
9. In July 2017, the building in question was first let on an Assured Shorthold Tenancy Agreement. It was let to Mr. Tomasz Wozniak between 31st July 2017 and 30th January 2018.
10. In March 2018, Ms. Tracy Victoria Greig commenced letting the building in question. This was again under an Assured Shorthold Tenancy Agreement, for the period between 1st March 2018 and 1st December 2018.
11. In December 2018, Mr. Andrew St Pierre commenced letting the building in question under an Assured Shorthold Tenancy Agreement. This was for the period between 10th December 2018 and 9th December 2019. Between February 2020 and November 2020, the property was occupied by myself personally, as a separate household, due to a recent separation from my spouse at this time. I then moved to my current residence.
12. In February 2021, Mr. Benjamin Adams and Ms. Imogen Birch commenced letting the building in question under an Assured Shorthold Tenancy Agreement. This was for a period between 20th February 2021 and 20th August 2021. Mr. Benjamin Adams and Ms. Imogen Birch remained in the property until November 2021.

13. Finally, since the beginning of December 2021, the property has been let on an informal basis to a relation of the tenant of North Barn who is visiting from abroad and who will either enter into a formal Assured Shorthold Tenancy Agreement in January 2022, or a new tenant will be found.
14. Rent from the tenants was normally paid monthly and continues to be. This is paid directly to me. In addition, where there was a small gap in occupation between the tenants, it was often the case that the tenant stayed on slightly beyond the end of their lease to ensure the property was occupied.
15. For the Assured Shorthold Tenancy Agreements, it should also be noted that the same address was used in the drafting for all. I unfortunately had provided a post code for an alternative property that I had (TN11 8JA), rather than the postcode of the property in question (TN8 7HW).
16. I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Signed: 

Mr. Giles Underhill

Declared at: 

On:

Before me: 

Signed:
DOMINIC FILLEUL
PARTNER
CRIPPS PEMBERTON GREENISH