

## **Design & Access Statement for 9 Belle Vue Terrace, Bury. Application no: 67914**

The Above proposed application, seeks to convert a period mid terrace within Burys town centre, into an 8 Bed, 8 Person HMO.

Each bedroom will have its on own E/S, and all the bedrooms are over the min 10sqm, excluding the E/S, to be classed as a bedroom/Living room. We then have a communal Kitchen/Dining/Living room, which is far above the min additional space required. All rooms meet the min HMO standard requirements.

The Existing basement is to be converted, and tanked to meet the building regs, with the existing window, to widened, with new escape well provided to create light, and escape. The well is longer which gives a small patio, with stepped access up to the front yard. The front yard is very long, so the escape well will have no detrimental effect on the front street elevation.

The loft has been converted, to form 2 bedrooms, each with rear facing windows, within a full length rear dormer, which meets permitted development rights. To obtain the min floor to ceiling heights, the FF ceiling joists are to be stripped out, with new SF floor joists installed to a lower level than the original ceiling level, this, along with the dormer, will give a height of 2200mm headroom.

Externally, to the rear, we have an existing garage, in which we have created a shared Utility space to the front part, then to the rear, a secure space for 8 bicycles. The rear yard has plenty of amenity space and area to the rear for bin storage, as seen on the proposed site plan.

The application site sits within the middle of a row of period terraced dwellings situated 500 Metres from Bury town centre. The residential area sits between two busy highways (A56 and A58). The roads link the area to the town centre through the heart of Bury also providing links to places further afield. The close proximity to these routes means that the area is well connected so places like Pilsworth, Radcliffe and Whitefield are all easily accessible. The building is also just less than 1 mile away from the busy Mill Gate Shopping centre, and The Rock Shopping centre. The property is also within a mile of The large retail park/shopping centre of Woodfields retail park has large nationwide retail chains as smaller local businesses.

This part of Bury offers a wide range of local services, facilities, and amenities, including a primary school, local shops, pubs, hotels, a healthcare centres and religious buildings. Noteworthy nearby facilities, all within walking distance.

Below is a management statement, that my client has put together.

## **1 . Introduction**

The following management statement outlines what measurements will be taken to effectively manage the proposal for the house in multiple occupation (HMO) situated at 9 Belle Vue Road, Bury. The statement will discuss the arrangement for the occupant's, managerial policies as well as preventative measures of potential issues such as anti-social behaviour, overcrowding. These methods and policies will aim to minimise any detrimental impacts the proposed HMO could have on the immediate community.

## **2 . Proposal**

The proposal involves converting a residential property into an HMO. The 4-storey period terraced property will be divided to create 8 spacious en-suite rooms with large communal living space and kitchen. 2 On street vehicle parking are also included in the scheme, which have permit parking, along with 8 spaces for bicycles within the rear garage.

## **3. Noise**

Excess noise is one of the issues that come from a residential development. Noise can take many forms and the effect on those exposed to the noise can range from minor irritation, to disputes with neighbours, to significant ill health. A straightforward definition of noise is 'sound which is undesired by the recipient'. It is a criminal offence for people to cause noise and nuisance which results in people being unable to relax and enjoy their home and community life. Statutory nuisance could be caused by:

- A high volume of noise, perhaps through parties, music, radios etc
- Loud sounds emitted from equipment, motor vehicles or machinery.
- Rubbish being dumped, which is attracting vermin and pests.
- Toxic fumes being released from a property such as gas, smoke or other odours e.g. bonfire nuisance
- Noisy dogs or other types of pets.
- Noise and nuisance caused by an animal being kept poorly, e.g. unclean environment or overcrowded conditions

### **3.1 Occupants**

The occupants of buildings are usually the source of excess noise. In order to minimise and prevent the tenants from causing a nuisance they will be instructed to consider the following recommendations:

- Monitor the level of sound being emitted from radios, televisions, and stereos at all times of the day. Place music systems and televisions on rubber mats or carpet to help absorb sound
- Avoid placing sound emitting appliances next to shared walls.
- Consider the time of day chosen to carry out housework, DIY and gardening
- Limit noise at inconvenient hours
- Look after any pets properly and clean up after them.
- Avoid leaving dogs barking and disturbing the neighbours
- Inform neighbours if they are to carry out disruptive DIY work such as drilling, hammering etc.
- Let neighbours know if they intend to have a party or bonfire

- If going out or returning home late at night take extra care not to disturb neighbours through loud voices and slamming of car doors
- Make sure their children are playing in a way that is considerate to neighbours and not causing a disturbance.
- Make sure visitors are aware of any noise mitigating measures/policies

### **3.2 Building and Maintenance**

Noise can also come from building works on the property. When a property is converted, or major works carried out, then the builder, which may include the owner of the premises, must comply with the Building regulations issued under the Building Act 1984. Part E in Schedule 1 to the current regulations is about resistance to the passage of the sound.

### **4. Environmental Quality**

Inspection – these will be put in place to ensure the establishment is taken care of clean and isn't in a state of disrepair. The condition of a property can have a detrimental effect on the street scene and neighbourhood. The inspections could be scheduled quarterly or randomly given that appropriate notice is given.

Hired Cleaning – Residents can be given the option to hire cleaners to ensure the property is always in the best condition.

Provision will be made for the collection of all domestic refuse generated from residences. Details should be communicated to the tenants and notices on collection arrangements should be placed in appropriate communal areas.

### **5. Crime Prevention including Anti-Social Behaviour, Theft and Criminal Damage**

All main entrances and individual bedroom doors will be lockable, the main entrance door being accessible by all tenants of the building and bedroom doors accessible only by the respective occupant.

All ground and first floor windows must be securable by the occupant in order to deter theft and intrusion in tenants' bedrooms.

All external storage will be lockable and positioned in a place of acceptable visibility to deter breaks in and damage. The procedures regarding the issuing of keys/access cards [including the replacement of lost keys] will be clear and transparent and arrangements for access in the event of lost keys etc will be set out by the property management team/landlord.

Any CCTV installed on the site will be done so in accordance with the relevant legislation.

Outdoor security lighting will be strategically positioned around the property to illuminate areas such as the entrances, parking spaces, the rear garden and outdoor storage. The lighting will be triggered by movement to deter intruders.

A code of behaviour will be set out for all tenants defining the conduct all residents should adhere to regarding fellow tenants, visitors, management teams, and neighbours. [See Appendix A]

## **6. Emergencies**

Occupants will be given clear advice and information on what action is to be taken in the event of an emergency e.g. how to access first aid provision, relevant contact details and mechanisms for reporting incidents and raising health and safety issues.

## **7. Parking**

Residents will be advised of any car parking arrangements prior to the initiation of their tenancy. The information provided will also refer to the availability of bicycle parking. Residents will be provided with details of access to public transport and any designated safe walking, cycling routes to encourage more sustainable travel and reduce reliance on personal motorised vehicles.

## **8. Conclusion**

With the mentioned policies and proposed measures, it can be believed that the potential issues that could arise from the proposed HMO conversion can be suitably managed. The security measures proposed should give reassurance to the occupants and the neighbours that the safety of the area will not suffer as a result of the proposal. The information that will be provided to the tenants along with signed anti-social behaviour policies should ensure that the tenant presence will not have a detrimental effect on the neighbourhood, especially regarding issues relating noise and nuisance. Existing problems with parking will also be alleviated with the encouragement of sustainable transport (see Travel Plan) and the proposed provision of safe bicycles storage on the premises.

## Appendix A

### Anti-Social Behaviour Policy

**Introduction** This Anti-Social Behaviour policy is written for Ltd (the “Agent”) who are responsible for the behaviour of every person (including children) living in or visiting your home including surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality of your home.

1.2 You (or anyone living with you or visiting your home) must not cause a nuisance, annoyance, or disturbance to any other person. Examples of nuisance, annoyance or disturbance include: loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; fly tipping; playing ball games close to someone else’s home.

1.3 You (or anyone living with you or visiting your home) must not harass any other person in the locality of your home or surrounding area. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person’s home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of others.

1.4 You (or anyone living with you or visiting your home) must not use your home or any communal area for any illegal activity such as selling drugs.

1.5 You (or anyone living with you, or visiting your home) must not damage, deface, or put graffiti on property belonging to the landlord. You will have to pay for any repair or replacement. The costs may be charged on top of your rent.

1.6 You (or anyone living with you or visiting your home) must not interfere with security and fire safety equipment in communal block. Doors should not be jammed open and strangers should not be let in without identification.

1.7 You must co-operate with the council and your neighbours to keep any communal areas clean, tidy and clear of obstruction, including rear alleyways.

1.8 You (or anyone living with you) must not run a business from your home without the landlords’ permission in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property.

1.9 You (or anyone living with you or visiting your home) must not park a vehicle anywhere on your property except on ‘hard standing’ (a driveway or paved area intended for parking). Caravans or motor homes must not be parked on the garden, driveway or paved area around your home or on any communal parking areas without the landlord’s agreement in writing. You (or anyone living with you or visiting your home) must not park anywhere that would obstruct emergency services.

1.10 You (or anyone living with you or visiting your home) must not carry out major car repairs on the land around your home or on the road. Appendix A

1.11 You (or anyone living with you) must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the landlords’ agreement in writing.

1.12 You must make sure your garden is tidy. Lawns must be cut, and hedges trimmed.

1.13 You (or anyone living with you or visiting your home) must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas. The landlord and his nominated managing agent recognise the importance of tackling antisocial behaviour in order to ensure that communities are safe and that areas do not decline because of a failure to act. The landlord and have the facilities to receive and respond to initial complaints about their tenants' behaviour. Landlord and are required to undertake an incremental process of investigation of any complaints, which have been made either directly to them, or via the council, regarding their tenants. This process of investigation may involve one or more of the following. Appropriate response to a complaint from a member of the community, neighbour or another person, regarding the conduct of the tenant and/or the behaviour of their children or visitors. Sending of appropriate and proportionate warning letter(s). Conducting a tenancy warning interview. Attendance at a case conference or any other appropriate multi agency meeting arranged by the council or other relevant agency. Engagement with the council, the police or any other agency involved in the case. This may involve providing supporting information or evidence where an appropriate authority seeks a legal remedy to the antisocial behaviour such as an Anti-Social Behaviour Order. Serving of a relevant notice to seek possession where all other interventions have failed and that all parties agree that this would be the most appropriate course of action.

**Declaration**

I declare that I have read/had read to me the terms and responsibilities in this policy and that I understand and agree to adhere to these terms and responsibilities.

Agents Name:

Landlord Name:

Date:

Tenant Signature:

