

6th April 2022

Chief Officer Planning and Regulatory

Guildhall

Wrexham

LL11 1AY

Dear Sir

Re: Discharge of condition 29 of permission P/2018/0053 – Affordable Housing.

Ruabon Business Park Site, Ruabon (Phase One of the Residential Development).

We are instructed by our Clients, Pure Residential and Commercial Ltd, to submit the following details relating to condition 29 of the above planning permission so as to enable the affordable housing condition to be discharged in relation to the first phase of residential development (132 dwellings – P/2020/0673).

It should be noted that the condition overlaps to a considerable extent with the terms of the S.106 Agreement that was entered in to when outline planning permission for this site was originally granted in 2015, it is not proposed to diverge from the terms of the Agreement and, consequently, the details below cross-refer to the commitments within the Agreement to a significant extent.

The condition requires a scheme for the provision of the affordable housing to be submitted and approved in writing by the LPA, it specifies five areas in relation to which details are required, these are each addressed as follows:

- i. The numbers, type and tenure of the affordable housing which shall consist of not less than 25% of the housing units.*

The phase one development is for a total of 132 dwellings, therefore, 25% of the dwellings requires the provision of 33 no. affordable dwellings which is what these details put forward.

The specific units which it is proposed should be affordable units are as follows:

Plots 1 – 12 (2 bed apartments)

Plots 20 – 29 (8 x 3 bed semi-detached, and 2 x 2 bed mews dwellings)

Plots 105 – 111 (3 bed mews)

Plots 117 – 120 (2 x 3 bed semi-detached, and 2 x 3 bed mews)

TOTAL – 33 dwellings.

It is proposed that the affordable units would all be let on an intermediate rental basis, this being one of the identified options within the S.106 Agreement (see Schedule 3, clause 8 and Part 3).

- ii. *The timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing.*

In accordance with clause 10 of Schedule 3 of the S.106 Agreement, it is proposed that all of the affordable dwellings will be constructed, made ready for occupation and disposed of (or reasonable endeavours have been made to do so) to the selected RSL prior to the occupation of more than 49 market dwellings.

- iii. *Arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing if no RSL is involved.*

Pure Residential and Commercial Ltd are currently in negotiations with both North Wales Housing Association and Adra Housing Association, once agreement has been reached with one of the two associations, the affordable dwellings will be disposed of to them in accordance with 'ii' above.

- iv. *The arrangements to ensure that such provision is affordable for both first and subsequent occupiers.*

The Intermediate Housing would be as defined within the Definitions to the S.106 Agreement and let in accordance with Schedule 3 Part 3 of the same Agreement.

- v. *The occupancy criteria and the means by which such occupancy criteria shall be enforced.*

Once again in accordance with the S.106 Agreement, the dwellings shall only be let to Eligible Parsons as defined within Schedule 3 Part 7 of the Agreement, this will be applied and enforced by the selected RSL who, in accordance with clause 2.6 of the Agreement, would assume responsibility for applying the terms of the Agreement once the affordable dwellings had been disposed of to them.

We hope you will agree that the above scheme is sufficient to enable condition 29 to be discharged in full, not least because it reflects the approach set out in detail within the S.106 Agreement.

However, if you have any queries or feel that there is any reason why the submitted details might not be sufficient to enable the condition to be discharged, then we would be grateful if you could contact us so that the matter can be resolved.

Yours faithfully

M GILBERT