

Case Name: *Zins, R (On the Application Of) v East Suffolk Council* [2020] EWHC 2850 (Admin)
(27 October 2020)

Full case: [Click Here](#)

Commentary:

The High Court has dismissed the Claimant, Barry Zins' challenge against the grant of conditional planning permission by the Defendant, East Suffolk Council, for the creation of a lake for recreational activities and the re-organisation of activity structures within Bawdsey Manor Estate.

The Claimant sought to challenge the decision on grounds that the officer's report and update sheet provided to the council were misleading to committee members in respect of noise effects of the development and the heritage benefits.

Bawdsey Manor Estate includes a number of heritage assets including Bawdsey Manor House, a Grade II listed building and registered parkland as well as a World War II listed radar station. The Manor House was used as a private boarding school until 2016 and school activities are now proposed for the new lake, which is close to the Claimant's residence.

The Claimant submitted that the nature of the noise of shouting and screaming children would cause a nuisance and affect the tranquillity of the area. It was argued that the environmental health officer's assessment ("EHO") in the officer's report was misleading as the EHO was of the opinion that the noise and proposed use of the lake would be excessive, but that this substantive advice was not addressed. Further, in respect of heritage assets, the Claimant argued that the heritage benefits referenced in the report could not be delivered or secured.

The Court held that there was no legal requirement to set out verbatim everything that had been said by the EHO and that on the question of noise, they had provided advice from their perspective as a consultee. It was, therefore, legitimate for the planning officer to have a different view as to the overall acceptability of the noise environment.

On the point of heritage assets, the Court held that the officer's report had not been misleading as the Claimant had merely identified that there was a substantial cost in terms of maintenance works and that they had not promised to fund all those themselves.

Case summary prepared by Lida Nguyen