

Interpreting the NPPF Tips and Tricks from the Cases

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“I mean what I say, and I say what I mean”

- *R (James Hall) v City of Bradford MDC* [2019] EWHC 2899 (Admin)
 - Regarding categories of harm, there are no others besides those set out in the NPPF
 - There is no category in the NPPF of “minimal heritage harm”
 - No harm, less than substantial harm, substantial harm
- *R (Asda Stores Ltd) v Leeds CC* [2019] EWHC 3578 (Admin)
 - No presumptions in the NPPF other than express ones
 - Retail policy does not contain a presumption

“Words mean what I want them to mean”

- *Redhill Aerodrome Ltd v SSCLG* [2015] PTSR 274
 - “The Framework means what it says, and not what the Secretary of State would like it to mean”
- *Watermead PC v Aylesbury Vale BC* [2018] PTSR 43
 - Not necessary to give concluded view; SoS not before the Court
- *East Staffordshire BC v SSLCG* [2018] PTSR 88
 - Noted that had SoS’s view
- *R (Asda Stores Ltd) v Leeds CC* [2019] EWHC 3578 (Admin)
 - SoS invited to make subs on interpretation of NPPF
- *R (Wiltshire Council) v SSHCLG* [2020] EWHC 954 (Admin)
 - SoS not contesting claim; ordered to attend through counsel

NPPF vs PPG

- *Solo Retail Ltd v Torrington DC* [2019] EWHC 489 (Admin)
 - Different approaches to interpretation of NPPF and PPG?
- *CPRE Surrey v Waverley BC* [2019] EWCA Civ 1826
 - Suggests same approach applies to interpretation of NPPF and PPG
- *Cemex (UK) Operations Ltd v Richmondshire DC* [2018] EWHC 3526 (Admin)
 - National planning policy (including PPG) are material considerations *par excellence*

Policy and Officer Reports

- *R (CPRE) v Herefordshire Council* [2019] EWHC 3458 (Admin)
 - [73] duty to give reasons doesn't require explanation of interpretation of policy
- *R (Brommell) v Reading Borough Council* [2019] JPL 501
 - [37] OR doesn't have to set out every relevant provision of the NPPF
- *R (Irving) v Mid Sussex DC* [2019] EWHC 3406 (Admin)
 - [56] referring to only some development plan policies liable to mislead
- *Safe Rottingdean Ltd v Brighton & Hove CC* [2019] EWHC 2632 (Admin)
 - For Claimant to demonstrate error (including misunderstanding of policies)

Changes in Policy

- *Wakil (t/a Orya Textiles) v Hammersmith and Fulham LBC* [2014] Env LR 14
 - Would change have had an impact on the authority's decision
- *R (Hudson) v RB Windsor and Maidenhead* [2019] EWHC 3505 (Admin)
 - Not enough that there is a material change in policy, the new policy must be material to the decision
- *R (Day) v Shropshire Council* [2019] EWHC 3539 (Admin)
 - Adopt interpretation from previous NPPF if no change
- *Paul Newman New Homes Ltd* [2019] EWHC 2367 (Admin)
 - Shouldn't have to trawl through the previous NPPF to interpret the present one

Thank you for listening

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