

PROOF OF EVIDENCE of

GRAHAM SNAPE

ON BEHALF OF

HEATHER WOODS AND GRAHAM SNAPE

Relating to an Enforcement Notice Dated 24th September

**Affecting Land at The Greenhouse, Gravel Hill,
Shirrell Heath, Hampshire SO32 2JQ**

**Appeal currently scheduled to be considered at an Inquiry (virtual)
commencing on 29th June.**

Planning Inspectorate Reference: -

**APP/L1765/C/20/3261886 and
APP/L1765/C/20/3261887**

Winchester City Council Reference: -

19/00068/CARAVAN

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INTRODUCTION

1. My Name is Graham Snape and I have lived on the site known as The Greenhouse off Gravel Hill since 2010, along with Heather Woods my partner. The details set out in this proof tell the history of our occupation of the site, and of works done by us since we moved here. These are based on extensive discussion between Heather and myself, on details that we have located on old laptops and phones, and on various documents that have been passed to us.
2. In some cases, Heather's memory has been better than my own, but all the details set out below are true to the best of my knowledge.
3. In brief we moved into the site in early 2010, which involved moving a mobile home from a previous site to here in February 2010, and then occupying this about 2 months later. Since that time, we have carried out various works and improvements to our home, including the associated garden area around it and to the glasshouse.
4. For the first 5 years the site was rented from Mr Stone, but in 2015 Heather bought this, together with the area of paddock to the north. Since that purchase we have expanded the garden into the paddock, although the original garden and dividing hedge remain.
5. Our first contact with the Council was in November 2016 when a PCN was served relating to a touring caravan in the glasshouse, but it was not until January 2018 that we became aware that there was any question about our mobile home being allowed on the site. Since that time, we have relied on Mr Cox (initially) and more recently on Mr Chris Ward for advice.
6. Although I am aware of the discussions about whether our MH is a 'caravan' or a 'building', I will refer to it as a Mobile Home (MH) throughout this document for ease.

EARLY HISTORY

7. In late 2009/ early 2010 heather and I were living in a mobile home at Solent Breezes caravan park, but due to changes being made it became clear that there would soon not be a space for us. Hence we urgently needed a new location for the caravan, which we owned and which was our only asset at the time. We had no alternative accommodation and needed to find somewhere else we could site our mobile home swiftly.
8. My mother worked for a Mr Eric Cox and somehow he learnt of our situation, and mentioned to us that he had a friend/colleague called Mr Stone who might have a site for us. This ended up with Mr Stone offering the use of site next to Sunnybank.
9. Mr Cox arranged a meeting with Mr Stone and ourselves, he drove us there, introduced us and left us with Mr. Stone. A discussion was had between us regarding rent which we agreed to. We did not discuss the full extent of the site at that meeting as it was too dark but he did offer us the use of the glasshouse. The glasshouse was very overgrown and no one in his family were interested in it. Heather being a keen gardener stated she would like this. He also stated that he had previously had a mobile home on the site, and that it would be okay for us to be there. We advised Mr Stone at this time the date by which we had to remove our M.H from Solent Breezes. The length of our stay was not discussed at this time but looking at the amount of work the greenhouse required it certainly was not going to be short term.
10. We arranged for the caravan to be taken to the site, in February 2010, and notified Jane Foster by e mail (see HG 2 – item 2). Due to the urgency of needing to leave S Breezes the site was not ready. Hence the caravan was left parked on the drive, close to where we now park.
11. We used Clarke's Removals to transfer the MH from Solent breezes to Gravel Hill. Document HG2 -1 is a copy of the payment made for crantage to lift the

MH from Solent Breezes , and HG2 -4 a copy of the cash withdrawal to pay Clarkes.

12. As a professional lorry driver I now realise that due to the fragility of the MH it should have never been transported on the road, but I describe why later.
13. As the site at Sunnybank was not yet ready, for the next few weeks we borrowed the House that belonged to Mr Cox which is situated in Downend , Fareham , as he lived for most of the year in Spain. This lasted until early April 2010, when we were told that the site was ready. We went to Sunnybank and the caravan had already been moved into position, with water and sewage connected and an electric lead laid over the ground to the meter cupboard in Sunnybank. I have an e mail from Mr Cox charging us for the utility bills whilst we were at Mr Cox's house, which confirms that we had moved out and into the mobile home by the 10th April.
A copy is included in appendix HG 21
14. At this time we noted that the towing "A"frame had been ripped off, damage to the lower front corner, damage to the lower edge where the M.H was in close proximity to a tree
15. When we first saw the site offered there was a chainlink fence that was about 10ft from the north side of the caravan. Mr Stone effectively asked us how much of the site we wanted, and we reached agreement on the site for the caravan itself, a piece of ground to the north (approximately 12 m) as well as the greenhouse. Some time later that week, Mr Stone and I removed the old 8ft high chain link fence and rickety posts, soon after this we planted the Laurel hedge which is present today, see photo taken by RDR from WCC plus our photos He also mentioned at this point about fencing us in but this never happened, until much later.
16. My Mother, as a present to ourselves, paid for and had delivered a 16x8 summerhouse, this we erected on a 6inch x 2inch frame to keep it up off of the ground, this was erected originally some 10 ft north or so from its current

location. It can be seen in the photos that have been provided by the Council taken in May 2010.

17. Soon after we were then told that this needed to be moved as it was not acceptable to WCC in that position. I have some recollection that we were told that it was not within the garden of Sunnybank we were slightly confused by this after having recently planting the hedge mentioned previously, that aside we were happy to do so as the new location that we'd agreed on with Stone meant that it might shield us from the noise generated in early hours from the adjacent food distribution warehouse located to the east of us, family and friends offered to help us, many hands make light work, all done by disassembly of summerhouse lifting and re-siting of raised base reassembly in about 6 hours or so

18. Whilst Heather does most of the paperwork, she has shown me the details from 2010 including the bank details, from which I know that we started paying rent to Mr Stone in May 2010. Details of these payments are included in Appendix HG 2 – items 6, 7, 10, 11, 16 and 20. I have also included in HG 18 a copy of pages from a simple rent book, listing payments made starting in 2011. I also have some handwritten receipts, which are included in HG 18.

WORKS TO THE MOBILE HOME

19. During the time at Solent breezes we started stripping out the interior of the mobile home removing the rear bedroom area, and the adjacent wc, fitted seating area, fitted dining area, floor to ceiling fireplace and various original units, walls were stripped back to the skeleton frame. This work did not extend as far as the original kitchen area. These works took 2 to three months. When the internal walls and fitted seats etc were removed what remained was a flimsy box constructed of 1"X 1" framing which is smaller than used for cheapest of small garden sheds. I did fit a new ceiling where the toilet and bedroom had been removed. I did start building a new frame for some of the internal walls, but had only completed the short length to the right hand side

of the patio doors (the former toilet) and part of the wall facing this. Double glazing was not fitted at this time and interior only partially plaster boarded.

20. When we first saw the mobile home at Sunnybank , inside the newly fitted 4mm ceiling plywood sheeting located above the old bedroom area had come down smashing a small glass table, this could have only happened as a result of the flimsy structure flexing. This needed to be refixed.

21 From the time we moved in we continued upgrading the interior lounge and kitchen area. This involved:-

- stripping the interior building a new interior rear wall using 3x2 studwork positioning it against the existing 1"X1"wall and screwing it to that wall, then insulating between studs and finishing this with plaster board.
- The whole of the floor was also insulated from the underside with 4inch Celotex insulation sheets.
- All of the standard windows were replaced with double glazed “Low E “ upvc units,
- and the original kitchen was replaced by a new one (see receipt in HG2). The original kitchen was relocated to the centre of the room to enable a new side wall to be constructed. This was done using 3"X2" studs. A frame was built to strengthen up the structure, but with a larger opening in it for a new kitchen window which we'd had made, once the wall had been fitted I then removed the original kitchen window, enlarged the existing opening to match the new and fitted the new double glazed window. The wall was then insulated and plaster boarded. Finally, it was plastered with a 3 mm plaster skim then a new kitchen was fitted purchased from B&Q

All of this work took place between April 2010 and December 2010

22 We have a number of hand written receipts from Mr Stone dated from.....up until 08/11/13 which is when our electricity started to be metered. Our rent increased to £425 pcm at this time, plus metered electricity charges. Of note is the meter readings and 772 units for this month. The

receipts are copied in Appendix HG 18 c). The first hand written receipt on a scrap of paper that we have is dated 10th of December 2013. This shows a meter reading at this time of 1540 units, minus 758 unit (8th of November 2013) this proves that this is the first metered electricity charge that received from Mr. Stone.

23. I have to say that in these early years our relationship with Mr Stone was affable. Although we were not friends, his grand-daughters visited us in the caravan.
24. Outside the caravan we were busy creating a new garden and clearing space inside the glasshouse. This was very overgrown with brambles, mainly inside, and these had to be removed by hand so as not to damage the glass and frame. Appendix HG 9 includes a number of photos showing this work. Heather is a keen gardener so she quickly used the glasshouse to grow things, including tomatoes. In the garden Jane Fosters son erected a new post & rail fence creating a paddock area just the other side of the Laurel which we'd planted
25. When clearing brambles from the northern part of the glasshouse Heather found various boxes containing household bits and papers. These we were told were likely connected with a care home in Shirrell Heath, which we understood Mr Stone had a connection with. Heather still has a few mementoes that were found. There was also the remains of an old Army canvas tent of which I believe we may have some of the large wooden poles. It was clear that the greenhouse had not been used for growing anything for many years, and that it had also been used in some way for storage.
26. The main access to the caravan in 2010 was from the drive to Sunnybank, as the area beyond our garden was still used as a paddock by Mr Stone. Sadly the ground between the drive and the mobile home often got very wet (due to rainwater running down from the track from the reservoir site) so early on I built a raised decking to provide dry access to the MH. This can be seen in

some of the photos in Appendix HG 9 The main way in at the time was to a second doorway on the north side, that we have since removed.

27. The second access to the MH was via a set of patio doors that opened out from the lounge. These were sited next to the original location for the toilet, which I had removed. At some stage in 2013 the hinges of these were damaged by wind/storm, so need to be replaced. My job involves driving lorries for a waste company, and part of the work includes visits to household recycling centres. I was lucky in that a colleague, who knew that I lived in a mobile home and about the doors, advised that a set of doors had been handed in at one centre, and were available for me. As they were approximately right, I bought them for a nominal fee. A copy of the receipt is included in Appendix HG 18 c).
28. I fitted the doors myself, but this was not quite a simple job, as they were taller and slightly wider than the existing doors. However, I am practical so I did fit them, but this involved removing the old patio doors, measure and mark up the floor on the inside of the caravan, cut out using a multi tool with 2 x 2 timber screwed to the floor to use as a guide. Once floor removed, chock up right hand side of the chassis as to enable cutting and removal of a section of the chassis. This was done using a combination of a 9-inch and a 4-inch disc cutter. Laying 6 concrete blocks to the ground, measure up between blocks and underside of the floor. Fabricate four individual frames, fixing them to the underside of the floor, screwing them together at the corners. In doing this the weight in this area for the door frame and foot traffic coming through the door was all transferred down to the stable ground.”
29. Appendix LDC 1 includes GS 2 which includes 2 plans showing the location of the part of the chassis that needed to be removed, together with a photograph of the chassis itself (as removed). GS 4 is a photo of the new doors when installed. Although GS 3 is described in LDC 1 as a photo of the door removed this is misleading. This door had been removed from this opening when the mobile home was at Solent breezes and I had fitted a replacement pair of doors. It is the replacement doors that were then

damaged and replaced in 2013. Hence this door had originated in this opening, but was not the door that was replaced in 2013.

30. I realised later that the works undertaken inside the caravan, including the additional stud walls and plasterboard, replacing lightweight windows with standard domestic units, adding new (domestic) kitchen units, had added considerably to the weight of the structure resting on the chassis, and that some of the remaining chassis had distorted. This was not helped by the removal of parts of the original fittings and structure. Hence additional blocks/supports were also added elsewhere under the frame of the MH, to support this additional weight.
31. Appendix HG 10 includes various photos showing the view of a typical Atlas Florida as manufactured, plus photos of our home during these works. This includes an annotated floor plan that shows the normal floor layout as manufactured and all the items that were removed.
32. I am now aware that mobile homes are actually very flimsy structures, with very little substance to the walls and a lightweight chassis. These rely for rigidity on various of the internal walls that brace the two walls, and on many of the internal fixings that act as a right-angled brace between the walls and floor. HG10 is an attached document showing a cross section view of a M.H and how the internal components play a crucial factor in the structural integrity. The red lines indicate staples fired through the external walls, floor and ceiling before the waterproof finish is applied. As you can imagine, without the support of the internal components and the way that they are fitted into the M.H, the structural rigidity is vastly compromised. Hence my decision to remove an internal wall and over 14 feet of fitted seating/dining /and fold out double bed, removed a large part of the internal strengthening. Hence the walls to a large area of the lounge (including the bedroom and toilet as removed), removed much of the internal structural bracing.
33. Although I did not realise it at the time, the combination of the additional weight, as described above, together with the removal of internal

strengthening and of part of the chassis was very likely a significant part of the reasons why Clarkes declined to remove it 2 years later. I have included in HG10 a set of diagrams and photos that illustrate how Mobile homes are constructed and why the works done by me had weakened important components.

34. Most of these internal works were completed by the time the new patio doors were fitted in 2013, and the removal of the section of chassis would have been a further significant reason why the structure was no longer strong enough to be removed.
35. Soon after the doors were fitted I constructed a new area of decking in front. It can be seen in Photos 21 and 22 in HG 9 dated 15th July 2014.. The frame work was constructed as one complete frame on the ground. It was jacked/raised up to the required height. Concrete slabs/blocks laid on the ground at numerous points. Measurements were taken from the top of each block to the top of the decking frame, and then legs individually cut for each leg.
36. The new doors can be seen in the photos in HG 9 from 2014 and in the photos taken by the Council in 2016. The new area of decking can be seen in the aerial photo from September 2014 in HG 8.

2015 onwards

37. In 2015 Heather bought the site from Mr Stone, and this then included the additional paddock area to the north.
38. Initially Jane Foster - sometime during the late summer - advised us that Mr. Stone was contemplating offering to sell the land to us as he needed some money. We indicated to Jane Foster that we would be interested. A few days later Mr. Stone came over confirming what Jane Foster had told us, and asked us where do we see ourselves living in the next few years. He told us at that stage how much he wanted the land – including the paddock – which was

£20K, plus a further £5K if we wanted the greenhouse. Either as a one-off payment, or in instalments, but it was to remain strictly confidential. He also mentioned that if we didn't wish to proceed that it was more than likely that "the boys", by which he meant travellers would probably become our new landlords. He also handed us a handwritten proposal which was written on a scrap of paper which we still have. I must also state at this time that Heather had inherited some money from her mother's estate, and he was aware of that fact. He also mentioned that after all, it was only 5 years rent. He also told us that he wanted the sale to go through quickly, as when he sold a part of the land previously to someone that we now refer to as "The Log Man" it became embarrassing because of the time that the sale took. For reasons only known to Mr. Stone the purchase/sale took a considerable number of months. When we discussed this with Jane Foster on an occasion when we were handing her rent, she explained that Mr. Stone had cashed in part of a pension, and that's why he was no longer in a hurry. At no time did he ever indicate to us that the land that he acquired through adverse possession, was somehow then being sold in Jane Foster's name to the travellers. We're now aware that sale took place somewhere in 2014. The title number HP577358. Quite clearly this must have been going on around the same time as our land purchase. After he left Heather and I were initially in shock, and couldn't quite believe his proposition. Heather and I mulled it over. Heather decided that as she had the money in the full lump sum, she wished to proceed to purchase the land and greenhouse.

39. The purchase of the site prompted us to think about our home, and future changes, including whether to replace this with a newer model. We asked Clarke's removals to quote to remove the home. When this company told us that this was not possible, which I thought referred mainly due to the missing chassis, we approached South Coast Body Repairs to see if this could be repaired. Given the works undertaken, and the close relationship between the chassis and the floor we were told that it was not possible. Copies of the letters from Clarke's and from S Coast Body repairs are included as GS 6 and GS7 in LDC 1 We then thought about what we could do to improve our home.

2016

40. In late 2016 we had a visit from 2 officers at the Council, which I describe below.
41. In late 2017 and early 2018 I undertook a series of changes to the MH, which were interlinked, but approximately in the following sequence.
42. In the autumn of 2017 a new framework (of 4x2 timber) was fitted to the exterior of the MH. The first part of the construction was the fitting of a 6x2 c24 timber to the lowest edge of exterior walls (other than the bedroom end) of the MH followed by 6x2 c24 timber to the top edge of exterior walls (all fixed through to 3x2 interior frame using 80mm structural grade 6mm screws) thus sandwiching the original 1"X1" MH walls between the inner and outer walls giving a new combined wall thicknesses plus interior and exterior finishes then fixing new 4x2 upright studs @ 300 -400 mm centres (where possible) insulating between studs.
 - The verticals studs extended 450mm below the original MH allowing for the construction of a new 12x2 " ring beam (made up of 2x6 c24 strengthened at joins by overlapping timber where necessary). Concrete blocks approximately 20 were then laid on the ground and then 20 Joulplast half ton load decking supports fitted between gap and then adjusted to take MH load.
 - The verticals studs were approximately 400 mm higher than the original MH to enable custom made roof trusses to be fitted to them (raising the roof height and pitch) then new roof deck fitted (11mm OSB 3) felted, battened and .7mm pantile galvanized steel roof panels, perimeter then insulated between studs the covered with 11mm osb30 felted & battened finished off with a combination of wrinkly steel or featheredge boarding. By doing this all the mobile home was supported on a new ring beam, and the total weight was supported by the 20 concrete pads. At the east end the roof was extended out beyond the original end of the MH (see below).

43. In Dec 2017 a new concrete slab was laid at the east end, to allow for a bedroom extension. The existing MH ring beam was then extended for the new bedroom, with new walls pre fabricated and fitted between ring beam and roof (already extended as above). The walls were then insulated, finished on the exterior with 11mm OSB 3, felted, battened and finished with a combination of wrinkly steel and feather edge boarding, interior plaster boarded and finished with 3mm plaster skin. Floor insulated between the joists with chipboard floor finish. The works can be seen in the photos at HG 5.
44. Immediately following and probably overlapping with this I decided to lower the floor of the lounge to the same height of the lowered floor next to the door. This was undertaken in a similar way as the bedroom extension.
45. First a ring beam around the walls of the M.H, and then transferring the weight of the M.H onto the concrete blocks using the adjustable pads. This meant that we were able to remove the remainder of the lounge floor and chassis as it played no part in supporting the M.H. After the floor and chassis had been removed, we initially laid down a polythene DPM filling the whole area with type 1, and compacting it. After which a 4 to 6-inch concrete slab was laid. This, in the main, was done to keep the floodwater away from the underside of our home, and stabilise the ground. My intention being eventually if I get the opportunity to remove the rest of the chassis to transfer all of the weight to the concrete plinths. The DPM was fitted roughly 12 inches up the inside of the internal M.H walls. The walls being the shuttering for the poured concrete
46. Appendix HG 6 is a photo showing the new concrete floor in **April 2018 (??)**, after the chassis had been removed and ring beam constructed but before the final floor was laid. Appendix HG 7 is a set of photos showing the underside of the floor after the floor was laid (taken more recently).

Other works

47. During these years we also undertook various other projects. Heather improved the garden and I undertook most of the following work.

Decking

This has been extended or altered on various occasions.

Fencing

The northern hedge (Ielandii) was removed in 2016 and a new fence erected.

Entrance Driveway

In 2017 approximately 6 panels of the newly erected fence on the northern boundary (2016) were re-sited into the garden to create opening for new gate. New driveway gate established in afore mentioned opening in 2017.

Electric and Water

New water service laid in north track by ourselves but with permission of track owner in 2017. New electric supply installed in 2017. This was not carried out without problems. SSE refused to lay supply in ground as per our request due to the land registry siting that the proposed land that we were going to lay the cable in did not belong to us. (This was the start of the consultations with Mr. Stone regarding anomalies.) consequently as a result, we had to lay an electric supply under the foundations of the greenhouse from the SSE telegraph pole sited 500mm west of the greenhouse up to the edge of our decking. Meter cover at this location

Repairs

In addition it has been a constant project to repair or replace glass in the glasshouse.

[ignore] (A new fence ??????????)

Carpark area established prior to photograph 15/04/2014. Northern fence erected prior to Gareth Balls photographs referencing touring caravan in greenhouse. See Gareth Ball's photograph.)

RELATIONSHIP WITH WCC AND E COX

48. Our first contact with the Council was in November 2016 when Heather was visited by two officers from WCC. She was at home in the caravan and ironing when she saw through the (new) doors two men coming out of the glasshouse and heading towards the caravan. She met them at the door, they asked about the touring caravan that was in the glasshouse, and then gave her a PCN.
49. I understood that WCC were saying that we were not allowed to keep a touring caravan, so this was removed in early December 2016. We were advised that there was no need to return the PCN (see email dated 30th November 2016 in Mail 2 item 7). Although officers had visited us on site, and served a PCN on Heather advising that planning permission was needed for the touring caravan, no one mentioned about us living in the MH.

2018

50. This was the first time that we became aware that WCC did not want us to live in a MH on the site, when we received a letter from WCC in January 2018 (Mail 3 item 11) As a consequence, as this was something new to us, we asked Mr Cox to help. He had not worked for us previously, but I knew through my mother that he had been a planning consultant adviser. We learnt from the discussion that he had been involved on behalf of Mr Stone in 2010, and that he needed to check what had been said in 2010, and update himself on what had happened since 2010. In one of those discussions he showed us some photos that had been taken by the Council in 2010, and that he had asked for copies of. This was probably in about April 2018
51. It was a shock to us that someone had been inside our home in 2010, and that then photos included items that we did not recognise. Two of the cuddly toys did (and still do) belong to Heather, but the rest of the ‘toys’ were not ours.

52. As far as I can recall I explained to Mr. Cox in great detail about the works that we had carried out to our M.H. Mr. Cox then advised us how he felt it was best to proceed dealing with the PCN. This I went along with not knowing or understanding the laws/rules at this time. And quite honestly at this time I was more focused upon Heather's health issues as she had suffered a stroke on September the 17th the previous year. Please understand that I went to work, I shopped, I cooked, I took care of Heather, and quite frankly I didn't have much time for anything else.
53. Mr Cox advised us that it would be necessary to submit a planning application and he prepared this on our behalf. He then explained that this could not be validated. As far as we are aware and understand the reasons why the Council didn't accept/validate our planning application was that there was an issue overlooked in regards to the private driveway access from the road, and that the Council failed to take any further action after the fact.
54. Mr Cox then discussed with us the possibility of a lawful use certificate. Mr. Cox prepared the Stat Dec based on details that again we supplied to him. I was always unhappy about the January 1st 2011, but Mr. Cox insisted at this stage that we did not have enough evidence to prove when we first occupied the M.H, and that Mr. Stone would only ever state/provide evidence from January 1st 2011.

Enforcement Action

55. When the Enforcement Notice was served it became impractical for Mr Cox to continue assisting us, given that he lives in Spain for most of the year, so we looked for another agent.
56. Since taking on the services of BJC and dealing with Chris Ward, he listened initially to what we had to say, but emphasised the importance of accuracy, asking us to search out and look for as much evidence as we possibly could dating back the start of 2010. Fortunately, one of the things we found was an old Sony Ericsson phone which had a large number of photos saved to it which

are all time stamped and dated from 2009 to roughly the end of 2012. All of the photographs from this phone have provided incidental/background evidence which we have supplied to Chris Ward. This coupled with a detailed examination of bank statements, cheque books, receipts, emails, and a tablet, we never realised the extent of the evidence which we had.

RELATIONSHIP WITH MR STONE

57. The relationship soured with Mr. Stone soon after the land was purchased (In the purchase agreement he had given us an 8 foot strip right of way through to the road as to enable us to put in our own water supply.) We were aware having the use of the Sunnybank water supply how inadequate it was for the number of people occupying the Sunnybank site. Mr. Stone and I had discussed prior to the sale that jointly he and I would put in a new water service at the same time. This he never wanted to bother with and obviously later the travellers moved in and it became virtually impossible for me to access this right of way. This then caused us great problems putting in our own water supply which again he requested in his letter he sent to us in 2017.
58. He was also unhappy about the removal of the hedge located to the North of our site. This hedge was a leylandii which had been left to overgrow and was 15 to 16-foot-deep at its deepest point. Over the years it had also caused damage to the overhead power supply above. We took advice on what to do with it, and were advised if we cut it back and down to a more manageable height that all we would be left with was brown sticks. This coupled with (as per sale agreement) the fact that at some time we were obliged to put in our own access driveway to the property that we had purchased (documented again in purchase agreement).
59. There were also numerous incidents regarding dogs. One weekend when Stone and Foster had gone away they'd left a new dog to Sunnybank in the kennels located at the rear of the bungalow. This dog barked virtually non-stop for 24 hours. In addition to this Mrs. Foster at the time was also running some sort of dog boarding service. She frequently left them to roam under their own

free will. There was dog defecation everywhere, which they never cleared up. Eventually this led to us having to fence the whole of the perimeter at our expense. We didn't want to carry out this task, but it was the only way to keep the dogs out. Mr. Stone/Foster have reasons best known to themselves as to why the relationship soured.

PERSONAL CIRCUMSTANCES

60. Heather and I are currently both 61 years of age, respectively Heather is unable to work due to ill health, therefore we only have one wage coming in. We have ploughed most of the money that we have into our home/site. We have no other assets, therefore if we had to move out our only option would be to rent. As we're all aware, open market rents are very expensive. We may be able to pay for this for another 5 years until I (Mr. Snape) retire. After which the state would obviously have to pay. If we were to sell the land (and we're not aware of the value) it would be classed as agricultural land. There is also an overage agreement with Mr. Stone which states that within 10 years in the event of us selling he would be entitled to 20K. Should we decide not to sell, and the land be cleared, it would then become open to trespass.

Heather's health

61. Heather was diagnosed with fibromyalgia in 2015 which is a debilitating condition. This coupled with the stroke that she had in 2017 means that she is unable to now work. Sometimes she becomes quite poorly when her fibromyalgia flares up for days at a time. This coupled with other long term issues from her stroke, including permanent visual disturbance, memory and concentration problems.
62. We have no alternative accommodation and do not have the means to buy another mobile home so that this enforcement will deprive us of our only home.

CONCEALMENT

63. We do not know why the relationship with Mr Stone has soured but are aware that he and Mr Cox have now fallen out seriously. We are very distressed at any accusation of concealment.
64. It is absolutely true that we had no knowledge of the Council investigating our home in 2010, and this was never mentioned to us by Mr Stone or Mr Cox.
65. The first contact that we had with the council was in 2016 when two gentlemen appeared from the greenhouse and approached our M.H, the doors being open and Heather was inside ironing at this time. They introduced themselves showing their identities on their lanyards. They asked Heather if the M.H that she was in was anything to do with the greenhouse. She replied “yes”. With that, they handed her an envelope which when she soon opened contained a W.C.C letter with an attached PCN. This related to the touring caravan and was quickly dealt with. There was no discussion about our home at that time.
66. The first time our home was mentioned to us by the Council was in January 2018 (see above).