

## AUTHORITY FOR PROSECUTION

LPA reference: 20/0223/RURAL

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### ADDRESS:

Meadow Forge  
Hillside Barn  
Cadeleigh  
Tiverton  
Devon  
EX16 8RZ

### OWNER(S) and OCCUPIER(S):

Mr Dean Aggett

Shown on land registry as owner from 28.11.2006 under Title DN445870

Unsure where Mr Aggett is residing as he states he does not live there and other addresses he has stated is his permanent address the occupiers do not know him. It is believed that Mr Aggett has taken up residence in a yurt within the field at the back of the building in question. This is subject to a separate investigation.

### CRIMINAL OFFENCE ALLEGED:

Non-compliance with a Breach of Condition Notice within the stipulated time frame.

### RELEVANT LEGISLATION:

Town and Country Planning Act 1990 Section 187A(8)(9)

#### *Section 8*

*If, at any time after the end of the period allowed for compliance with the notice—  
(a) any of the conditions specified in the notice is not complied with; and  
(b) the steps specified in the notice have not been taken or, as the case may be, the activities specified in the notice have not ceased, the person responsible is in breach of the notice.  
interest, unless the works are authorised under section 8.*

## Section 9

*If the person responsible is in breach of the notice he shall be guilty of an offence.*

### RELEVANT PLANNING HISTORY

**02.11.2009 - 09/01587/FULL** approved for retained change of use from agricultural to a blacksmith's forge.

### RELEVANT HISTORY

**30.08.2017** - Breach register on LPA systems with reported breach being that of condition 2, 3 and 5 of the planning permission 09/01587/FULL.

**04.11.2020** – Breach register on LPA systems with reported breach being that of condition 2 and 5 of the planning permission 09/01587/FULL.

**17.12.2020** – Site visit carried out Dean Aggett (DA) present. Would not allow access into building. Forge full of items, being used for storage, vehicles, bikes etc. Vehicles to front full of items, used for storage...he says in association with B2 use and agriculture. 6 vehicles and caravan sited in front of building, untidy but not encroaching on to access track/driveway as reported.

**12.11.2024** – Site Visit carried out. Initially Dean Aggett refused entry to any part of the site but eventually allowed access. Items stored outside the building. Mr Aggett advised of the breach and he alluded to submitting a variation of condition but none has been received.

**25.03.2025** – Up to date photos taken of the outside of the building and items still in situ.

**28.03.2025** – Breach of Condition Notice served by hand upon Mr Dean Aggett relating to Condition 2 of the planning permission 09/01587/FULL which states

*“The blacksmith's forge hereby permitted shall be used only as a blacksmith's forge, and for no other purpose (including any purpose in Classes B1 and B8 of the schedule to The Town and Country Planning (use classes) Order 1987 (as amended)), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification.”*

The BCN required the following to be carried out no later than the 28 July 2025;

1. Cease the unauthorised use of the first floor of the blacksmith's forge for residential purposes and;
  - a. Permanently remove the kitchen on the ground floor including the domestic kitchen cupboards, sink, cooker, and all white electrical goods and all domestic appliances connected to the kitchen used for residential purposes any other residential items associated with the use or that with residential use in general and any gas piping, electrical installations to facilitate a kitchen area or residential use, and;

- b. Permanently remove the laundry area including but not limited to washing machine, tumble dryer, sink, worktops and;
- c. Permanently remove the residential items from the bedroom including but not limited to the bed, chests of drawers, wardrobes, clothing, and;
- d. Permanently remove the bathroom from the first floor including but not limited to the bath, shower attachments, toilet, sink pipe works and any other residential items associated with such use and;
- e. Permanently remove from the lounge area the sofa, dining table and chairs, cabinets lounge area, all domestic furniture and paraphernalia including domestic facilities used for residential purposes, this includes the removal of the fireplace and fire and;
- f. Permanently remove the office area including the desks, chairs, motorbike and any other residential items and;
- g. Permanently remove all residential items from the first floor including but not limited to bikes, kettles, cat litter boxes, residential doors and any other items associated with residential use and;
- h. Permanently remove all central heating and all piping connected to it and;
- i. Dig up and remove from the land any such services gas, water sewage connections and soakaway systems together with associated cabling, piping and ducting connected to the residential use and;
- j. Revert the use of the building to its lawful use as blacksmith's forge and return the internal layout to accord with the approved drawings under the planning permission and approved drawings and;
- k. Permanently remove all resultant material from the works above from site.

**13.08.2025** – A site visit carried out in the company of the police and building control. Mr Aggett met officers outside after police and building control had located him in a field at the back of the building known as Meadow Forge where he was found in a Yurt type tent which

will form part of a separate investigation.

Mr Aggett informed me that there was no change inside the property and that the BCN's served upon him were null and void and meant nothing. I cautioned Mr Aggett as he had not complied with the BCN served relating to the outside of the property and also based on what he had informed me. Mr Aggett responded "Not answering". Mr Aggett was filming throughout

the entirety of the site visit.

Mr Aggett stated that according to the law we had to give 24hrs notice to enter the building as it was residential. I reminded Mr Aggett that he had stated throughout that he was not living there and the works carried out were for welfare if he was working late and for other staff to use. BC Inspector spoke to Mr Aggett and stated he had cause to enter the property to see if it was safe if it was a residence. Mr Aggett spoke to the BC Inspector and stated that it was not a residence. I pointed out to Mr Aggett that he had stated it was not a residence and there section 196 relating to 24hrs notice did not apply. I pointed out the offence of obstruction and further cautioned Mr Aggett. However, I did offer to return to the premises on Monday the 18<sup>th</sup> August to meet with Mr Aggett. Mr Aggett continued to state the BCN's were not valid. After a long period of time Mr Aggett allowed access to the building.

A full site inspection was carried out and it was evidenced by way of photographs that the requirements of the BCN not carried out in full.

During the site visit an incident occurred where the Building Inspector fell down a gap on the first floor of the premises and was taken to the hospital by police having sustained serious injuries. I remained on the site and Mr Aggett stated "well that is it I will be evicted now". I

informed Mr Aggett that I did not have the power of eviction. Mr Aggett then followed us outside and continued filming. He asked what my view was and I stated that I was not entering into a conversation with him. I then left the site.

At a certain point of the visit I asked Mr Aggett if he had Judicial Reviewed the decision and he stated no but I might. Mr Aggett is out of time for JR.

## **Evidence**

The evidence for this prosecution is as follows;

1. A valid Breach of condition notice was served by hand to Mr Aggett who was known to the officer who served the notice. The notices were placed in the letter box of Meadow Forge. Mr Aggett was present and the notices were explained to him. Mr Aggett removed the notices from the letter box and opened them in the presence of the officer. Effective service has taken place.
2. The Breach of condition notice has not been challenged by way of JR which is an option open to Mr Aggett. Mr Aggett had 6 weeks from the service of the BCN to submit a JR and has not. Whilst Mr Aggett continues to state the BCN is not valid, he has not taken any formal steps to challenge it.
3. The period for compliance was the 28<sup>th</sup> of July 2025. A site visits was carried out on 13<sup>th</sup> August 2025 to check for compliance with the Breach of Condition Notice. The visit revealed that compliance had not been achieved which Mr Aggett admitted to under caution and the offence was pointed out to him.
4. The offence under Town and Country Planning Act 1990 Section 187A(8)(9) is complete.

## **OFFICER RECOMMENDATION:**

Given that Mr Aggett has had an extended period of time to comply with the BCN and continues to do so (will be reflected in my witness statement) together with the impact on neighbouring properties and a public footpath, it is in the public interest to pursue a prosecution under Town and Country Planning Act 1990 Section 187A(8)(9).

## **Human Rights Consideration**

Article 6 (Right to a fair trial), Article 8 (Right to private and family life) and Article 1 of the First Protocol (protection of property) of the Human Rights Act 1998 are relevant to the consideration of this recommendation.

### **Article 6**

In respect of Article 6, any persons who have an interest in the land will have the opportunity to defend themselves in a court of law.

### **Article 8**

Article 8 and Article 1 of the first protocol to the Convention on Human Rights state that a

person is entitled to the right to respect for private and family life, and the peaceful enjoyment of his/her property. However, these rights are qualified in that they must be set against the general interest and the protection of the rights and freedom of others. In this case, the wider impact of the breach overrules the owner's right to the peaceful enjoyment of his property. In addition, there is the risk that by not taking action, it may set a precedent for the wider area.

### **Equality and Diversity**

In assessing this planning enforcement case, the following protected characteristics have been assessed, age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, and sex or sexual orientation. It is considered that there is no impact on equality or diversity in this instance.

Signed  Date 18st September 2025

**Heather Nesbitt**

**Senior Enforcement Officer – DM**

I confirm that, in accordance with my delegated powers under the Scheme of Delegation, having considered the facts of the case and with regards to all material issues, policies of the Council, legislation and Human Rights it is considered expedient and proportionate to now issue a notice. I therefore authorise that enforcement action is taken under the Town and Country Planning Act 1990.

### **AUTHORISED BY:**

Signed  Date: 19/09/2025  
John Hammond  
Interim Development Management Manager

**END**