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C/O Mr I Kemp, Program Officer
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26th February 2026

Dear Ms Child,

## SHEFFIELD LOCAL PLAN EXAMINATION – RESPONSE TO INSPECTORS POST HEARING LETTER (STAGES 3 & 4)

## SITE ALLOCATION NES37 – WHEEL LANE, GRENOSIDE

## REPRESENTATION ON BEHALF OF SHEFFIELD CITY COUNCIL (LANDOWNER OF TOWN END FARM; TENANT: MR & MRS RIDDLE)

We write on behalf of our client, Sheffield City Council ("the Council"), as landowner of the site proposed for allocation NES37 Wheel Lane, Grenoside. This response is provided further to the Inspectors' post hearing letter and the matters identified for clarification.

**Context and Purpose of Submission**

The Council recognises that, for the purposes of the Local Plan Examination, the Inspectors must be satisfied that site NES37 is available, achievable, and deliverable within the plan period (including the anticipated trajectory of 2033/34), and that no legal or practical impediment exists that would prevent its implementation in accordance with the National Planning Policy Framework (NPPF).

We also recognise that the Inspectors are not required to arbitrate in private legal matters. However, given that representations submitted by Mr Andrew Riddle regarding the agricultural tenancy at Town End Farm, Ecclesfield, it is appropriate to provide a clear and accurate explanation of the legal position to assist the Examination and avoid any residual uncertainty regarding the Council's ability to bring the land forward.

**Legal Position – Summary of Counsel's Note**

To assist the Examination, the Council encloses a Note prepared by Mr Edward Peters KC. Mr Peters is a specialist in landlord & tenant and property litigation, with a particular specialism in agricultural L&T and other agricultural disputes; one of the Editors of *Muir Watt on Agricultural Holdings* (15th & 16th eds); and is also a member of the Agricultural Law Association

This Note provides an authoritative assessment of the relationship between the existing agricultural tenancy and the Council's rights as landlord and landowner.

In summary, the Note confirms the following key points:



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Right of Resumption for Development

Both the Tenancy Agreement and the Agricultural Holdings Act 1986 include established mechanisms enabling the Council to resume possession of all or part of the holding where land is required for development. These rights are longstanding and form a recognised part of the statutory framework.

Tenancy Does Not Prevent Land Coming Forward

The existence of the tenancy does not sterilise the land, constrain the Local Plan process, or prohibit future redevelopment. Case B under the 1986 Act specifically exists to ensure that development needs can be met where agricultural land is no longer required for agricultural use.

Mischaracterisation of Tenancy Protections

Certain submissions made on behalf of Mr Riddle present an incomplete or inaccurate interpretation of the scope of statutory protections under the 1986 Act. These protections are important but are not absolute, nor do they override lawful rights of resumption granted to a landowner for development purposes.

No Impact on Deliverability of NES37

In light of the above, the objection does not demonstrate any legal impediment to the future implementation of the allocation. The site remains capable of being delivered within the proposed timetable.

These matters are set out in detail in Mr Peters' Note, which the Council respectfully invites the Inspectors to consider in full.

**Response to Wider Points Raised in Representations**

With regard to other points raised in Mr Riddle's response (including the letter from the Tenants Farmers Association), the Council responds as follows:

(a) National Food Security

References have been made to the effect of the allocation on national food security. The Council recognises the importance of food production and the role of agricultural land; however:

- National food security is a broad and complex matter determined by domestic policy, global markets, supply chains, and technological change.
- The displacement of a single agricultural holding of limited scale does not create a measurable impact at a national or regional level.
- The NPPF does not prohibit the allocation of land currently in agricultural use; instead, it requires a balanced approach that weighs agricultural considerations alongside the pressing need for new homes, employment sites, and supporting infrastructure.

In preparing a Local Plan, the Council (in their role as Local Planning Authority (LPA)), must plan positively for objectively assessed needs. This responsibility cannot be delegated or set aside based on the decisions of landowners. Identifying development land does not constitute an adverse measure; it is simply the discharge of statutory duties required under national planning policy.

(b) Use of Technical Planning Language

Finally, comments have been made regarding the tone and terminology of the Council's submissions. The terminology used in the Council's representations was drafted in a format appropriate for a Local Plan Examination. Such processes require the use of technical planning terminology to ensure clarity, precision, and consistency in addressing matters of policy, evidence, and land allocation.

It is fully acknowledged that members of the public may not be familiar with this terminology, particularly when it relates to a site they care deeply about. Technical planning language can appear formal or impersonal; however, it simply reflects the statutory nature of the process and is necessary for the Examination process.

The Council trusts that this clarification assists the Inspectors in concluding that site NES37 remains suitable for allocation and capable of being delivered within the plan period.

The Council remains willing to provide any further explanation or information the Inspectors may require.

Yours sincerely

[redacted]

**Sarah Cox MRTPI**
Partner, Head of Planning North

[redacted]

AGRICULTURAL TENANCY
OF FARMLAND AT ECCLESFIELD, SHEFFIELD

SHEFFIELD CITY COUNCIL

MR ANDREW RIDDLE

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NOTE

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**Introduction**

1. A Note dated 27 November 2025 was submitted on behalf of Mr Andrew Riddle, the tenant of farmland at Town Hall Farm, Ecclesfield, Sheffield, containing various legal submissions as to the nature of his tenancy and the extent of his security of tenure, in the context of the preparation of the new draft Sheffield Local Plan (which has allocated part of the farmland for development). At the invitation of the Inspectorate, this Note contains a summary of the relevant legal position on behalf of Sheffield City Council ("the Council"), by way of submissions in reply to the submissions in that Note.

2. It is common ground that:
   (1) Mr Riddle occupies farmland at Town End Farm, Ecclesfield, Sheffield, under a Tenancy Agreement dated 9 July 1981 ("the Tenancy Agreement")[1]; and
   (2) the tenancy is subject to the provisions of the Agricultural Holdings Act 1986 ("the AHA 1986").

3. However, as set out below, both (a) the terms of the Tenancy Agreement and (b) the terms of the AHA 1986 permit the Council, as landlord, to terminate the tenancy and resume possession of the tenanted land, or any part(s) of it, for the purposes of development.

**The Tenancy Agreement**

4. As to the terms of the Tenancy Agreement (which was granted by the Council to Mr Riddle):

   (1) the tenancy is a tenancy '*from year to year*', i.e. an annual periodic tenancy (cl. 1);

   (2) the contractual terms of the tenancy permit its termination by either the landlord or the tenant (for any reason they wish, or none) by giving 12 months notice to quit to expire on 25 March in any year (cl. 1);

[1] The land demised by the Tenancy Agreement comprised (i) c. 29.63 hectares of land (including farmhouse and farm buildings) known as Town End Farm, and (ii) c. 11.7 hectares of farmland (including farm buildings) adjacent to Middleton Green Farm. Subsequently, the Council granted Mr Riddle a further tenancy of 1.615 hectares of farmland in Ecclesfield, by a second tenancy agreement dated 25 February 1988 (which was on the same terms as the Tenancy Agreement).

(3) further, the contractual terms of the tenancy also expressly anticipate and permit that the whole or any part of the tenancy can be terminated for development purposes, or for any of the Council's statutory purposes; with the "*mutually agreed*" terms of clause 5(vi) of the Tenancy Agreement providing as follows:

> "***The Council shall be at liberty to resume possession of the whole or any part of the said lands which may be required for development purposes for which planning permission has been given or for any of its statutory purposes including Housing Highways Public Open Space Education or playing fields at any time on giving the Tenant Three calendar months notice in writing*** *provided that in the event of the Council requiring a part only of the said lands it shall make a proportionate reduction in the rent to be paid by the Tenant and in the event of the land being so taken the Council shall pay compensation in accordance with the Agriculture (Calculation of Value for Compensation) Regulations 1948 as amended The Agricultural Holdings Act 1948 and the Agriculture (Miscellaneous Provisions) Act 1968 In the event of part only of the said lands being taken the Tenant shall be at liberty to determine the tenancy of the remainder on giving to the Council not less than Three calendar months notice in writing to expire on the anniversary of the tenancy"*

**The AHA 1986**

5. As to the relevant provisions of the AHA 1986:

(1) the AHA 1986 does give certain agricultural tenants[2] substantial benefits, including a significant degree of security of tenure (which the AHA provides, in essence, by setting out certain statutory restrictions concerning the operation of notices to quit);

(2) however, the provisions of the AHA 1986 (and its predecessor, the Agricultural Holdings Act 1948) have always sought to *balance* the interests of the agricultural tenant with the interests of the landlord and wider society; and hence a notice to quit given in respect of such a tenancy (even if objected to by a tenant) will be if effective if, in abbreviated summary: (a) one of the 'Cases' in Schedule 3 of the AHA 1986 is satisfied, or (ii) one of the sets of circumstances in s. 27 of the AHA 1986 is satisfied;

(3) Parliament did not want or intend the AHA 1986 to prevent the carrying out of non-agricultural development, given the importance and potential benefits of such development for wider society; and hence one of the important – and commonly relied on - circumstances in which a landlord may give an effective notice to quit in respect of an AHA tenancy is where the requirements of 'Case B' of Schedule 3 to the AHA 1986 are satisfied, i.e. where the tenanted land (or a relevant part of it) is required for a use other than for agriculture:

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[2] In essence, those whose tenancies were granted before September 1995, when the Agricultural Tenancies Act 1995 came into force (subject to various transitional provisions, etc).

***"CASE B[3]***

***The notice to quit is given on the ground that the land is required for a use, other than for agriculture—***

***(a) for which permission has been granted on an application made under the enactments relating to town and country planning,***

*(b) for which permission under those enactments is granted by a general development order by reason only of the fact that the use is authorised by—*

*(i) a private or local Act,*

*(ii) an order approved by both Houses of Parliament, or*

*(iii) an order made under section 14 or 16 of the Harbours Act 1964,*

*(c) for which any provision that—*

*(i) is contained in an Act, but*

*(ii) does not form part of the enactments relating to town and country planning,*

*deems permission under those enactments to have been granted,*

*(d) which any such provision deems not to constitute development for the purposes of those enactments, or*

*(e) for which permission is not required under the enactments relating to town and country planning by reason only of Crown immunity,*

***and that fact is stated in the notice."***

The relevant planning permission can be an outline permission;

(4) To the same end, s. 25(2)(b) of the AHA 1986 also specifically allows the operation of a contractual term in a tenancy agreement which permits the landlord to give a 'short' notice to quit, i.e. a notice to quit which gives a shorter notice period of *less than 12 months*, where the term is one:

> "*authorising the resumption of possession of the holding or some part of it for some specified purpose other than the use of the land for agriculture*".

As set out above, there is an agreed contractual provision of that kind in clause 5(vi) of this Tenancy Agreement, which permits the Council as landlord to give a notice to quit of three calendar months (rather than twelve months).

(5) If an agricultural tenant wants to try and contest whether the requirements of 'Case B' are satisfied in a particular case, then the AHA 1986 permits the tenant to refer that issue to an arbitration[4]; but:

(i) such an arbitration is only to establish whether or not the statutory requirements of Case B are satisfied in respect of the relevant notice to quit;

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[3] Case B of Schedule 3 to the AHA 1986

[4] AHA 1986, s. 26, Sch. 3, and Agricultural Holdings (Arbitration on Notices) Order 1987 (SI 1987/710).

if they *are* satisfied, then the notice to quit will be able to take effect (i.e. there is no discretion to determine otherwise);

(ii) the arbitrator will be an experienced specialist professional appointed from one of the relevant statutory bodies, i.e. Agricultural Law Association, RICS, or CAAV;

(iii) the arbitration will be governed by the obligations imposed by the Arbitration Act 1996, including the general principal in s. 1 of that Act that:
"*the object of arbitration is to obtain the fair resolution of disputes by an impartial tribunal* ***without unnecessary delay*** *or expense*"

(iv) in such an arbitration, the arbitrator can also make an award on a summary basis if a party has no real prospect of succeeding on the claim or issue (s. 39A, Arbitration Act 1996);

(6) Parliament has also provided that, where a landlord relies on Case B to terminate an agricultural tenancy, because the land is required for a non-agricultural use, the tenant will be entitled to be paid statutory compensation for disturbance, payable by the landlord, and calculated in accordance with the relevant provisions in the AHA 1986. Under those provisions, the Council would accordingly be obliged to pay any statutory compensation that is due to Mr Riddle for the termination of his tenancy, or part of it, in accordance with the Act.

**Summary**

6. Accordingly, the fundamental point is that, whilst Mr Riddle has the benefit of the tenancy Agreement, and the applicable provisions of the AHA 1986 (including its security of tenure provisions), *both* (1) the terms of the Tenancy Agreement *and* (2) the terms of the AHA 1986, expressly permit the termination of part or the whole of the tenancy, and the resumption of possession by the Council, for relevant non-agricultural development purposes.

7. That has always been the case, from the outset of the tenancy:
   (1) as set out above, the "*mutually agreed*" terms of the Tenancy Agreement have always specifically and expressly permitted the Council, as landlord, to terminate any part or the whole of the tenancy for relevant development purposes or for the Council's statutory purposes;
   (2) as set out above, the provisions of the AHA 1986 - in particular, Case B – have likewise always permitted the Council, as landlord, to terminate any part or the whole of the tenancy where the land is required for a relevant non-agricultural use (as did the provisions of its statutory predecessor, the Agricultural Holdings Act 1948, which were in force when Sheffield Council and Mr Riddle entered into the Tenancy Agreement in 1981: AHA 1948, Sch 3, Case B).

8. Thus that was always part of the deal which Mr Riddle and the Council signed up to, when they entered into the Tenancy Agreement.

9. Accordingly, Mr Riddle is incorrect in contending that "*the Tenancy Agreement is not particularly drafted in terms which anticipates substantial development*."; to the contrary,

the terms of the Agreement *expressly* anticipate and entitle termination for development or statutory purposes.[5]

10. As Parliament intended, it is entirely standard for landlords to rely on Case B where all or part of an AHA agricultural holding is required for development.

11. In this case, the Council will be entitled to rely on the relevant contractual and statutory provisions summarised above; and, when doing so, will - in addition to relying on its own internal staff and resources – be able to engage any external planning, legal and other professional services which it requires in order to apply for the relevant planning permission(s), serve the relevant notice(s) to quit, and thereby facilitate the termination of the relevant part(s) of the tenancy and the implementation of relevant development.

12. The Note on behalf of Mr Riddle also states, in the context of 'Case B', that: "*the Riddles are entitled to challenge the ground relied on by arbitration – a process which can take some considerable time, and which may be challengeable on appeal to the High Court*." As to that:
    (1) see para. 5(5)(i)–(iv) above;
    (2) there is no reason to suppose that Mr Riddle would have any valid basis for challenging the Council's reliance on a 'Case B' notice to quit;
    (3) in any event, even if an arbitration were to take place, it would be overseen by an experienced specialist arbitrator, and there is no reason to suppose it would not be conducted expeditiously, in accordance with the requirements of the Arbitration Act 1996;
    (4) the substantive award would only be '*challengeable on appeal to the High Court'* if the arbitrator committed a '*serious irregularity'* in the conduct of the arbitration, or was '*obviously wrong*' in law[6]; and (a) there is no reason to anticipate that an arbitrator would go badly wrong in that way, but (b) the High Court is in any event adept at dealing with arbitration claims efficiently and expeditiously, in line with the policy of the 1996 Act.

13. Finally, the Note on behalf of Mr Riddle further contends: "*I am told it will not be viable for the Riddles to continue to farm on the balance of the land comprised in the tenancy which is not earmarked for development*." Leaving aside whether or not that would be the case factually, that is a scenario which was in any event expressly anticipated by the '*mutually agreed'* terms of clause 5(vi) of the Tenancy Agreement, which, in such circumstances, gives the tenant a choice as to whether or not to continue as tenant of the remainder of the holding: "*In the event of part only of the said lands being taken the Tenant shall be at liberty to determine the tenancy of the remainder on giving to the Council not less than Three calendar months notice in writing to expire on the anniversary of the tenancy*."

[5] Nor, so far as relevant, does the Council accept the contentions concerning the scope of the landlord's rights of entry etc, whilst the tenancy continues, given the scope of the contractual exceptions and reservations in the tenancy and the associated provisions concerning payment of compensation to the tenant.

[6] See s. 68 & 69, Arbitration Act 1996

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February 2026

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