

Statutory Declaration of Mr Simon Morgan

Relating to a Certificate of Lawful Existing Use for use
of existing building as a dwelling

**Sheepfold, Bilsham Lane,
Yapton, Arundel**

June 2026



Henry Adams LLP Rowan House, Baffins Lane, Chichester, West Sussex PO19 1UA
henryadams.co.uk

Town Planning ► Development Consultancy



I, **SIMON MORGAN** of Waders, South Road, Broughton, Stockbridge, SO20 8BE **DO SOLEMNLY AND SINCERELY DECLARE** as follows:

1. I am Simon Morgan and I am the registered owner of the dwelling and surrounding land now known as Sheepfold, Bilsham Lane, Yapton BN18 0JX shown edged red on the attached location plan marked SM1.
2. The site was previously known as 'The Sheiling' and has been in my ownership for over 35 years. It formed part of a larger agricultural holding which I ran as a smallholding in the 1990s. In support of this use, I obtained temporary planning permission for an agricultural workers' mobile home in 1990 and 1991 and lived on the site. When permission for the residential use expired, the agricultural use continued with the building that is now the dwelling, being used for the storage of hay.
3. In January 2017, I obtain prior approval under Class Q of the Town and Country Planning (Permitted Development) Order 2015 for the change of use of the building to residential use with external alterations to enable it to function as a dwelling. Work commenced on the alterations to the building on 01 April 2019.
4. By March 2020 the majority of internal works was completed including the installation of the kitchen and it was fit for occupation. This was however around the time of the Covid pandemic, and the building was not immediately occupied. There was also a delay in obtaining the building control completion certificate, but this was issued on 23 October 2020.
5. I decided to rent out the property and the tenant moved in on 25 January 2021. Attached to this statement as SM2 is a copy of the tenancy agreement. The tenant moved out at the end of July 2021.
6. Myself and my wife then moved into the property on 18 August 2021, following the sale of our property in Chichester. We occupied the dwelling until 26th December 2024 when we moved to our current address in Hampshire. On the same day, our daughter Lucy Langmead moved into the property and continues to occupy it.
7. I can therefore confirm that the property known as Sheepfold has been continually occupied as a dwelling since 25 January 2021, apart from a short gap in July/August 2021 whilst we completed the sale on our property in Chichester and undertook some preparatory/redecoration works before moving in. It has

certainly been occupied uninterrupted for the last four years, i.e. since June 2022, firstly by myself and my wife and then by our daughter whose occupation continues.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declaration Act 1835.

SIGNED:

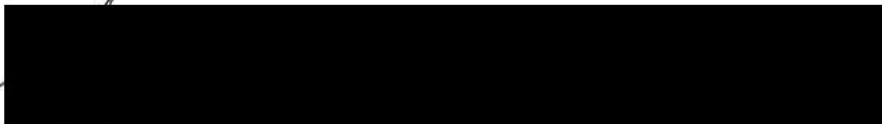


DECLARED AT:

MIDDLETONS SOLICITORS
THE COURTYARD, JASMINE HOUSE
STOCKBRIDGE, HAMPSHIRE SO20 6HB
TEL: 01264 810910

On this 20th day of July 2026

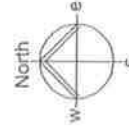
BEFORE ME



Solicitor/ Commissioner for Oaths

Human
20/7/2026

SP1



REVISIONS:
28.05.26 - Site Plan Issue



41-42 Seaford Place · Chichester



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SITE PLAN



SCALE 1:1250
PHYSICAL SCALE IN METERS

SHEEPFOLD · BILSHAM LANE · YAPTON · WEST SUSSEX · BN18 0JX

Job No: 007 · Scale: 1:1250@A4 · Date: May 2026 · Dwg No: 007-800

TENANCY AGREEMENT

For residential accommodation on an Assured Short hold Tenancy

DESCRIPTION Two bedroom unfurnished bungalow.

ADDRESS Sheeps Fold, Bilsham Lane, Yapton, Arundel, West Sussex, BN18 0JX

LANDLORD Simon Morgan

TENANT(s) Scarlet Burns, Adam John Trueman

TENANCY DATES FROM: 25 January 2021
TO: 24 July 2021

RENTAL PERIOD 6 calendar months

RENT [REDACTED] for six calendar month ([REDACTED] pcm), payable in advance in cleared funds

DEPOSIT [REDACTED] payable in advance of the tenancy in cleared funds

GENERAL CONDITIONS

- I. The Landlord lets and the Tenant takes the Premises for the Term and at the Rent specified above.
- II. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out on the following pages with the amendments and additions to them (if any) set out under the heading " Special Tenancy Conditions", save that no such amendment or addition shall be of any effect, if or insofar as it purports to empower the Landlord to determine this tenancy at any time earlier than six months from the Commencement Date or the Date of this Agreement whichever shall be the later.
- III. The Tenant shall make the first payment of Rent on or by the start date of this Agreement.
- IV. The Tenant / person or company on behalf of the Tenant shall pay to the Agent/stakeholder the amount of the Deposit (specified above) in cleared funds prior to the start date of this Agreement, the interest on which shall accrue to the Agent. Where the deposit is payable by a person or company on behalf of the Tenant, their details are shown below:

Name: N/A, Address: N/A

- V. The deposit has been taken for the following purpose:
 - Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
 - The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

[REDACTED]

09/11/2026

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- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
- The deposit is safe guarded by the Tenancy Deposit Scheme, which is administered by The Dispute Service. Contact details are shown in Section 7.

NOTES

If the Tenant remains in possession after the expiry of the Term and no new tenancy comes into being, the tenancy will continue on a rolling calendar monthly basis. Written notice to terminate the tenancy during this period may be served by either party. One calendar month of notice is required from the Tenant, and two calendar months from the Landlord.

GENERAL TENANCY CONDITIONS – SECTION 1

The tenant will:

- A. Pay the Rent to the Landlord at the times and in the manner specified and will pay interest at the rate of base + three per cent per annum on any rent in arrears for more than fourteen days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid.
- B. Accept a late rent charge of £25 for each letter (after the first warning letter) the agent deems necessary to write to chase up the rent payment, within the initial fourteen days of the rent being in arrears.
- C. Pay promptly to the authorities to whom they are due, council tax and out goings including water and sewerage charges including the emptying of septic tanks and cess pits, gas, electric, light, television licence (if applicable) and telephone (if any) relating to the property, including any which are imposed after the date of this Agreement but related to the tenancy and to pay the cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The tenant shall not have a key meter installed at the premises or any other meter which is operational by the insertion of coins or a pre-paid card or key (unless permitted by the Landlord).
- D. Keep the interior and garden (if applicable) of the Premises during the Term in as good and clean state of repair, condition and decoration as the premises are in at the commencement of the Term, and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear and damage by accidental fire excepted).
- E. Not damage or injure the Premises or make any alteration or addition to the Premises
- F. Permit the landlord or the Landlord's employees or agents to enter the Premises at all reasonable times given no less than 24 hours notice (unless in case of emergency or with permission from the tenant) to inspect the same and the Landlord's furniture and effects therein (if any), and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider to be necessary.
- G. Keep cleansed, in good working order and free from obstruction all sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the premises and during the winter months to take adequate precautions to avoid damage by frost and freezing, and to clear any stoppages or blockages when any occur in any of the drains, down pipes, sinks, toilets or waste pipes and ventilation ducts that serve the premises.
- H. Keep clean the windows of the Premises and replace all glass broken or damaged during the tenancy.
- I. Not assign, sublet or part with possession of the whole or any part of the Premises.
- J. Not take in any lodger or paying guest without the prior written consent of the Landlord.
- K. Not use the Premises other than for the purposes of a single private dwelling house, nor

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carry on or permit to be carried on upon the Premises any profession trade or business whatsoever, nor do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenient to the Landlord or the tenants or occupiers of any neighbouring premises which may vitiate any insurance of the Premises or increase the premium for such insurance.

- L. Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, notice, sign, advertisement, poster, aerial or satellite dish.
- M. Not without the prior written consent of the Landlord keep or suffer to be kept in the Premises any cat, dog or other pet.
- N. Deliver up the Premises to the Landlord at the end of the tenancy in the same good and clean state of repair, condition and decoration as they were in at the commencement of the Term, (reasonable fair wear and tear and damage by the accidental fire excepted).
- O. Not smoke within the premises.
- P. Not alter or remove any door or window locks at the property.
- Q. Not use the deposit funds against the rent at any time.
- R. Not to introduce into the property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- S. Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent upon prior appointment at reasonable hours in daytime to enter and view the property with prospective tenants or purchasers.
- T. Provision for the serving of notices by the Landlord or Agent are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- U. Provision for the serving of Notices by the Tenant or his agent are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later which excludes Saturdays, Sundays and Bank Holidays.

FURNITURE – SECTION 2

- 1. (This tenancy does not include the use of the Landlord's furniture and effects unless specified as a Furnished or Part Furnished Let).
- 2. If the letting includes the use of furniture and effects, the furniture and effects shall be as specified in an Inventory and signed by the Tenant.
- 3. the Tenant will:
 - Not damage or remove from the Premises any of the furniture and effects.
 - Make good all damage and breakages to the furniture and effects which may occur

during the Term.

- Clean or pay for the cleaning of all carpets, furniture, linen, counterpanes, blankets and curtains (if any) included in the letting, which shall have been soiled during the tenancy.

FORFEITURE – SECTION 3

Provided that if the Rent or any part thereof shall be in arrears for fourteen days after the same shall have become due; whether legally demanded or not, or if there shall be a breach of any of the obligations on the part of the Tenant, the landlord may re-enter the Premises or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord.

LANDLORD'S OBLIGATIONS – SECTION 4

The Landlord agrees with the Tenant as follows:

- A. To pay and indemnify the Tenant against all rates, assessments and outgoings in respect of the Premises, (other than those mentioned in section 1 C).
- B. That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Premises during the tenancy without lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- C. To reasonably maintain the premises in habitable conditions, including white goods and any furnishings included.
- D. To maintain building insurance payments in full after notifying the insurers that the property is tenanted (not to include the contents of the tenant).

MISCELLANEOUS / EXPLANATIONS– SECTION 5

- A. On the anniversary of the commencement of the initial term the Tenant agrees to allow a maximum 5% rent increase to the rent previously payable for any subsequent period of the tenancy and on the anniversary of that date thereafter, provided that the landlord should request an increase by giving not less than 2 months written notice.
- B. If the Premises comprise part only of a building; the letting shall include the use (in common with others) of access ways to and from the Premises inside the buildings.
- C. "Premises" in these Conditions includes Landlord's fixtures and fittings therein.
- D. If a deposit is paid, it shall be retained by the Landlord's Agent (at Lloyds Bank, East Street, Chichester, West Sussex) as security for the performance of the Tenants obligations and shall be repayable to the Tenant only after the end of the tenancy, and then without interest and after deduction whether wholly or in part for any breach of obligation on the Tenant's part, in accordance with the Housing Act 2004 regulation (see section A1-2 of the Tenancy Agreement attached). The interest on the deposit funds will not be payable to either landlord or tenant.
- E. If two or more persons are together the Tenant, their obligations to the Landlord shall be joint and several
- F. References to masculine gender include the feminine; to the singular include the plural; and to "month" mean calendar month
- G. Reference to ICE relates to the "Independent Case Examiner of the Dispute Service Ltd"
- H. The 'Deposit Holder' mentioned in the Tenancy Agreement is the person, for or company who holds the Deposit under, and is a Member of, the TDS.
- I. The 'Member' is the Agent: Sims Williams
- J. The Agent is a 'Stakeholder' (being a Member of the TDS), meaning no deductions can be made from the deposit without consent in writing from both parties, or from the court, or an adjudication decision from TDS.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses A2.1 to A2.15 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the End of the Tenancy

- 1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner ("ICE").
- 2 The Member must tell the tenant within 10 working days of the end of the tenancy, if they propose to make any deductions from the deposit.
- 3 The tenants should make their best endeavours to inform the Agent/Member if they wish to raise a dispute about the deposit within 10 working days after the lawful end of the tenancy and vacation of the property. The Member/Agent has a maximum of 10 working days to resolve the dispute.
- 4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- 5 If there is no dispute, the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd - contact details shown below:

The Dispute Service Ltd
PO Box 1255, Hemel Hempstead, Herts HP1 9GN

Phone: [REDACTED]

Email: [REDACTED]

- 7 If the Agent/Member instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the tenancy raises the dispute, the Agent/Member must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent/Member or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent/Member.

- 8 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- 9 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- 10 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- 11 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- 12 The Agent/Member and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- 13 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- 14 If the landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.
- 15 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

Signed for / by the Landlord:

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Signed by Tenant(s):

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Copies To: Landlord, Tenant, Agent

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Housing Act - SECTION 7

A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1.1 Name of Landlord(s):

Simon Morgan

A.1.2 Actual address of the Deposit Holder:

Sims Williams Lettings Centre, 8-9 Southgate, Chichester, West Sussex, PO19 1ES

A.1.3 E mail address of the Deposit Holder (if applicable):

[REDACTED]

A.1.4 Telephone number of the Deposit Holder:

[REDACTED]

A.1.5 Fax number (if applicable):

A.1.6 Tenant(s) name:

Scarlet Burns, Adam John Trueman

A.1.7 Address for contact after the tenancy ends (if known):

A.1.8 E mail address for Tenant (if applicable):

[REDACTED]

A.1.9 Mobile/Telephone number:

[REDACTED]

Please provide the details requested in A.1.6 – 10 for other relevant persons (i.e. agent, guarantor or company paying the Deposit etc).

Deposit:

Deductions may be made from the Deposit according to the Tenancy Agreement attached. A leaflet explaining how the Deposit is protected by the Housing Act 2004 can be provided upon request to the Tenant by the Deposit holder.

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SPECIAL TENANCY CONDITIONS – SECTION 6

There shall be incorporated into this Agreement such of the provisions set out below, but otherwise do not form part of this Agreement.

- A. The Landlord may bring the tenancy to an end at any time before the end of the Term, (but not earlier than six months from the Commencement date or the Date of the Agreement whichever shall be the later), by giving the Tenant not less than two calendar months written Notice stating that the Landlord requires possession of the Premises.
- B. Any alterations to the interior decoration of the premises may only be done with prior permission from the landlord. Any damage to the interior as a result of alteration must be made good upon departure. Remaining damage will be evaluated and the amount deducted from the deposit before it is returned to the tenant.
- C. The Tenant may bring the tenancy to an end at any time before the end of the Term, (but not earlier than six months from the Commencement date or the Date of the Agreement whichever shall be the later), by giving the Landlord not less than one calendar months written Notice.
- D. The Tenant/s agree that should an early termination of the tenancy agreement be agreed with the Landlord at the Tenants request, the Tenant/s will pay the agents an administration fee of £400 plus VAT for re-marketing the property.
- E. The Landlord agrees for the Tenants to keep 1 dog at the property. The Tenants agree to have the property cleaned to include the carpets to a professional standard upon vacation.
- F. The Landlord agrees the Tenants can install a storage vessel to house a motorbike on the hardstanding at the property.
- G. The Landlord agrees that the Tenants can install meshing to the boundary of the property to safeguard the dog from escaping.

Names of additional occupants:	Names and contact details (including telephone / email etc) for any guarantors relevant to the tenancy:
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By signing below, I agree to be bound by all of the conditions laid out in the Tenancy Agreement attached:

Landlord / agent on behalf
Simon Morgan

Date:

Tenant(s)
Scarlet Burns, Adam John Trueman

Date:

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