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Dear Inspector Barrett

WINCHESTER LOCAL PLAN EXAMINATION – EXAMINATION DOCUMENTS ED37, ED25, ED34a, ED34b: LOCAL PLAN PERIOD AND HOUSING LAND SUPPLY

I write further to your invitation via ED37 to provide comments on Winchester City Council's submissions responding to your request for evidence relating to potential changes to the Local Plan period, as discussed during the first week of the hearing sessions. The Council has provided responses via ED25, ED34a, and ED34b.

Nexus Planning made representations in respect of the Plan period on behalf of Vistry and Taylor Wimpey (ANON-AQTS-3BX4-T) to the Regulation 19 consultation and via written submissions to the examination under Matter 4. Nexus appeared at the hearing sessions in respect of this matter. As requested, comments made within the Matter 4 statement are not repeated and are relied upon in combination with oral submissions made at the hearing sessions.

However, the opportunity is taken to comment specifically on those points within the Council's responses that were not otherwise covered. It is noted that the Council has clarified within ED25 and summarised fully in the table on page 1 of ED34a, the effect of changing the plan period on the allowance that the Council has 'allocated' towards unmet housing needs arising in Havant and Portsmouth. The figure of 1,900 dwellings would diminish to a 'rump' of 290 dwellings if the Plan period commences in 2024.

The Council notes in ED34a that the proposed commencement date of 2020 is based on the professional judgement of officers, absent of any 'specific guidance' on when a plan period should start. Our Matter 4 statement makes the straightforward point in this regard that development plans should plan for the future, not summarise the past.

It is notable that during the hearing sessions the Council was unapologetic in stating that it had calibrated the plan period so it would be able 'to take advantage' of higher rates of delivery during the early years of the period. Officers did not clarify the nature of the advantage gained but it was clear that this is avoidance of the need, numerically, to allocate more land for housing to address the housing requirement generated by the (now replaced) LHN figure against which this Local Plan is being examined.

As was stated at the hearing sessions by participants questioning the soundness of the Local Plan, the exercise is an accounting sleight of hand that does not plan positively or proactively in the face of the acute housing need that is manifest within the district (as demonstrated by the current LHN figure), and provides for a nominal 'over-supply' of housing left over to be assigned as a contribution to meeting unmet needs arising in the Partnership for South Hampshire area. As explained during the hearing sessions, and articulated within our Matter 4 statement, the 1,900 dwellings that Winchester was able to 'assign' to Portsmouth and Havant was not identified due to engaging

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constructively, actively, and on an ongoing basis, as required¹. It was, in similar fashion to the approach taken by Mid Sussex DC with its emerging Local Plan, the simple result of a buffer being applied absent of any targeted purpose arising from addressing the duty to cooperate.

The consequence of a more appropriate start date for the plan period being applied, be that 2023 or 2024, is that the residual figures purported to help meet unmet needs within Portsmouth and Havant diminish markedly, and to the point that any nominal contribution would be negligible.

On page 2 (2) of ED34a the Council asserts that the 1,900 dwelling unmet need allowance generated by the plan period starting in 2020 is the combined product of a 'sustainable development strategy'; the City Council meeting the Government's standard method; and a decision to make a 'meaningful contribution' to the PFSH unmet need. It is also stated that the 1,900 dwelling figure has 'already been agreed with the other authorities through SoCG'. These statements cannot be left unchallenged because they demand interrogation:

The Local Plan is not being examined against the Government's standard method; it is being examined against the standard method that was devised by the previous administration. This Government has introduced a focussed methodology that targets areas of the country where the housing crisis is most acute, and affordability is most challenging. The City Council has determinedly sought to avoid the impact of current LHN by rushing its plan to submission under the transitional provisions. The claim, on its face, is disingenuous.

The 'meaningful contribution' claimed is not the product of meaningful engagement under the duty to cooperate, it is a residual accounting convenience (against an out-of-date LHN figure) that has been deployed to purportedly address unmet needs retrospectively.

However, the most pertinent point is that the figure is not 'agreed' as claimed, by virtue of the fact that neither Havant nor Portsmouth is advancing a plan under the transitional provisions, as Winchester has sought to do, and therefore the SoCG submitted to the examination carry no weight because the unmet needs referred to in each document are calculated against respective housing requirements that are no longer relevant to plan-making. Consequently, any claim that a change in the plan period would undermine agreed contributions to unmet housing need is baseless.

No weight should be accorded to any of the iterations of the unmet need figure produced by the alternative plan periods cited because the reality will be that all the PFSH authorities will be wrestling with dramatically higher LHN figures and therefore unmet need because their plans will be prepared under the 2024 NPPF.

Thank you for providing the opportunity to comment on the Council's responses.

Yours sincerely



Tony Clements
Executive Director

¹ PCPA 2004 S.33A (2) (a)



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