



agent, it is the case officer who implies that works may have commenced by stating "*I understand works have commenced...*" but does not explain why she believes that to be the case, and there is no evidence before me of a response from the agent confirming the case officer's assertion. Therefore, it appears to me that the Council's decision to deem the commencement date to be the 13 May 2024 was not based on the most compelling of evidence.

3. However, I note that the appellant has not provided an alternative date with her appeal submission but contends that works did not commence on 13 May 2024 as she was not permitted to do so due to certain conditions not yet being agreed or approved. She has also submitted an e-mail of 3 July 2024 from Hungerford Design Ltd, which states "*Good news, please see attached approval. This discharges the planning conditions for you to start work*". In an e-mail of 19 August 2024, the appellant contends that works did not commence until 15 July 2024. However, this is contradicted by the appellant's Commencement Notice of 15 August 2024, in which it states a commencement date of 19 August 2024. Incidentally, this notice was invalid as it did not identify the Liability Notice as required by Regulation 67(2)(b). Nevertheless, it has added to the confusion in trying to establish what the correct date of commencement actually was.
4. While I have doubts about the deemed commencement date of 13 May 2024, in view of the conflicting and unsubstantiated evidence before me of an alternative date, I find I cannot conclude that the Council has issued a Demand Notice with an incorrectly determined deemed commencement date. The appeal fails accordingly.

#### **Formal decision**

5. For the reasons given above, the appeal is dismissed and the surcharges of £[REDACTED] and £[REDACTED] are upheld.

*K McEntee*