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BEYOND TAX

Property Law Developments That Matter

Ten consequential decisions with practical implications for property owners, investors, developers, landlords, leaseholders and advisers

Issue 3 of our series looking beyond tax at legal developments that can materially affect property transactions, structures and assets.

These decisions sit across the same property lifecycle on which our tax advice depends: planning, land access, development, lease drafting, management, compulsory acquisition, occupation and exit.

Taken together, they show how statutory deadlines, evidence, legacy drafting and the practical operation of property arrangements can determine value and risk.

Simon Howley

Bell Howley Perrotton | Legal and tax advisory firm

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This third briefing brings together ten wider property-law decisions selected for their practical relevance to property clients. Page numbers refer to this draft.

Why these decisions matter beyond tax

CLASSIFICATION Property law intelligence | DATE 2 September 2026 | SOURCE Bell Howley Perrotton

Property decisions rarely exist in a tax vacuum. Planning policy, access powers, levy procedure, lease machinery, management rights and compensation principles can determine whether a transaction proceeds, how an asset is priced and where risk ultimately sits.

This issue selects ten decisions from England and Wales and Scotland for their practical effect on development, due diligence, drafting, ownership, management and occupation. The focus is the point a property client, transaction team or asset manager can act on now.

The authorities span renewable-energy planning, statutory survey access, CIL, recovery of occupied development land, service-charge drafting, multi-building management orders, right to manage, compulsory-purchase costs and long-acquiesced lease breaches.

> KEY TAKEAWAY **The recurring message is that property value depends on the documents, statutory route, evidence and commercial timetable pointing in the same direction.**

The result is a concise working guide rather than a comprehensive case digest. Each article identifies the binding or operative decision, the immediate practical response and the jurisdictional or evidential limits that remain on the watch list.

PART 1 PLANNING, DEVELOPMENT AND LAND ACCESS

1 Climate benefit does not displace the plan-led assessment

Acorn Bioenergy Ltd v Scottish Ministers [2026] CSIH 40

Inner House, Court of Session | 14 August 2026 | Planning / renewable energy / NPF4

Court	Inner House, Court of Session
Issue	Weight of climate and energy policies against local locational constraints
Outcome	Appeal refused; reporter's planning balance upheld
Client focus	Developers, landowners, funders and planning advisers

Background and context

Acorn proposed a large anaerobic-digestion plant near Elgin. The reporter accepted substantial climate, renewable-energy and economic benefits but refused permission because of settlement-boundary and Countryside Around Towns policies in the local development plan.

The Inner House refused the statutory appeal. It confirmed that NPF4 policy 1 requires significant weight to be given to the climate crisis when the development plan is considered as a whole.

What happened

NPF4 policy 11 addresses the detailed impacts of renewable-energy proposals, but it does not displace the wider plan-led assessment. A geographically specific local policy is not superseded merely because national policy strongly supports renewable energy.

The relative weight of competing policies was primarily a matter of planning judgment. The court's role was to review legality, not to substitute its preferred balance for that of the reporter.

Decision

For site acquisition and promotion, planning appraisals should confront settlement strategy, alternative sites and any exceptional locational need. Climate benefits should be evidenced precisely rather than treated as an automatic override.

Options, conditional contracts and funding documents should allocate refusal and appeal risk, identify evidence responsibilities and provide planning longstops that reflect a potentially contested policy balance.

Practical implications

- Test the whole development plan, including local locational policies, not only climate and energy support.
- Evidence alternative sites and any clear or exceptional locational need.
- Allocate refusal and appeal risk in options, conditional contracts and funding documents.
- Use planning longstops that reflect the realistic evidence and appeal programme.

WHY IT MATTERS	**Substantial climate and economic benefits do not neutralise geographically specific development-plan constraints. Site selection and planning-risk allocation remain critical even for strongly supported renewable-energy proposals.**

Limitations and watch points

The decision creates no presumption against renewable-energy development. It confirms instead that the whole statutory development plan, read contextually, remains the decision-making framework.

KEY TAKEAWAY **Test the whole development plan and the locational case; green credentials are weighty, not determinative.**

2 Survey powers require precise, owner-and-occupier notice

Barstow & Ors v Green Generation Energy Networks Cymru Ltd [2026] EWHC 1698 (Admin)

High Court, Planning Court | 6 July 2026; materially reported 19 August 2026 | Land access / surveys / infrastructure

Court	High Court, Planning Court
Issue	First comprehensive interpretation of Part 7 survey-entry powers
Outcome	Notices inadequately detailed and authorisations too broad; no quashing order
Client focus	Infrastructure developers, authorities, owners, occupiers and funders

Background and context

The case concerned statutory entry for land surveys under Part 7 of the Housing and Planning Act 2016 in connection with Welsh energy infrastructure. It is the first comprehensive judicial treatment of those powers.

The High Court held that notice must be given to every owner and every occupier. A notice does not run with the land, although ordinary post can amount to valid service without proof of actual receipt.

What happened

The notice must describe the proposed activities, locations and timing as precisely as reasonably practicable. Reasonable time includes frequency, duration and practical effect, not merely the hour of entry.

An exact first-entry date is not invariably required, but the authority must facilitate contact and give proper regard to the statutory Code of Practice. The notices were served validly yet were insufficiently detailed, and the associated authorisations were too wide.

Decision

Access programmes should begin with an ownership-and-occupation schedule, mapped survey locations and a realistic period or expiry. Materially different or repeated surveys may require fresh notice.

Development agreements, options and funding timetables should allocate survey-access risk. Voluntary access agreements may still be preferable where intrusive work, safeguarding or operational coordination is required.

Practical implications

- Prepare a verified schedule of every owner and occupier before service.
- Map survey activities and locations and define a realistic notice period or expiry.
- Provide a practical contact and coordination mechanism and address the statutory Code.
- Consider fresh notice for repeated or materially different survey work.

WHY IT MATTERS	**Generic or open-ended survey notices can undermine access programmes, option timetables and the evidence on which infrastructure and compulsory-purchase projects depend.**

Limitations and watch points

The court did not determine every consequence of defective entry, including possible trespass or data-protection issues, and made no quashing order on the facts.

KEY TAKEAWAY **Identify every owner and occupier, and say what, where and when as precisely as reasonably practicable.**

3 Late CIL evidence does not reopen expired remedies

R (Segrue Investments Ltd) v Swindon Borough Council [2026] EWHC 2080 (Admin)

High Court, Planning Court | 25 August 2026 | CIL / statutory deadlines / development due diligence

Court	High Court, Planning Court
Issue	Whether late use evidence required revision of a CIL liability notice
Outcome	Challenge dismissed; no general duty to reconsider after review and appeal deadlines
Client focus	Developers, purchasers, owners, funders and conveyancers

Background and context

The developer sought to reduce a CIL liability of £125,274.64 to nil using evidence supplied after the statutory review and appeal periods had expired.

The High Court held that regulation 65(4) of the Community Infrastructure Levy Regulations 2010 did not require the authority to treat the late evidence as a change necessitating a revised liability notice.

What happened

Although regulation 65(5) permits a collecting authority to revise a liability notice at any time, it does not impose a general duty to reconsider evidence submitted after the 28-day review and 60-day appeal deadlines.

The judicial-review claim was also late and attempted to bypass a suitable statutory remedy. Informal correspondence could not safely replace the prescribed review and appeal process.

Decision

Transaction teams should obtain evidence of lawful and qualifying building use before acquisition, planning submission or commencement. CIL responsibility, evidence production and appeal conduct should be express conditions in development documents.

Development appraisals and lender reports should distinguish the expected charge from procedural certainty. A technically persuasive calculation may have little value once the statutory route to challenge it has closed.

Practical implications

- Collect qualifying-use evidence before acquisition, planning submission or commencement.
- Diarise the 28-day review and 60-day appeal periods and assign responsibility.
- Address CIL evidence, liability and appeal conduct expressly in development documents.
- Do not treat informal correspondence as a substitute for the statutory route.

WHY IT MATTERS	**A substantial CIL charge can become effectively fixed even where later evidence suggests the original calculation was wrong. The statutory review route is deadline-driven.**

Limitations and watch points

The court's suggestion that compelling evidence genuinely unavailable earlier might present a different case was general guidance, not a holding that a duty arose here.

KEY TAKEAWAY **Collect qualifying-use evidence before commitment and protect every CIL review and appeal deadline.**

4 Recovering occupied development land requires a documented balance

Petition of the Scottish Ministers for an order under section 46 of the Court of Session Act 1988 [2026] CSOH 82

Outer House, Court of Session | 27 August 2026; materially reported 28 August 2026 | Possession / development sites / human rights

Court	Outer House, Court of Session
Issue	Removal of an Irish Traveller family from publicly owned development land
Outcome	Immediate removal and interdict orders granted
Client focus	Public landowners, developers, funders, occupiers and regeneration partners

Background and context

The Scottish Ministers sought recovery of a development site occupied without permission by an Irish Traveller family and others. The family relied on Articles 8 and 14 ECHR, incorporated children's rights and the public-sector equality duty.

The Outer House granted immediate removal and interdict orders. Article 8 was engaged, but eviction was proportionate in light of planning expiry, delay costs, public-funding risk, site safety and the wider regeneration benefit.

What happened

The shortage of suitable Traveller accommodation materially increased the impact but did not require possession to be postponed indefinitely. Continued occupation during construction was not a workable less-intrusive alternative.

The children's views and best interests were primary considerations but did not outweigh the wider community interest on the evidence. The equality and child-rights assessments showed adequate consideration of protected status and family circumstances.

Decision

Development due diligence should identify occupation, security and possession risk well before the construction longstop. Public owners should retain equality and child-rights assessments and investigate realistic alternative sites or accommodation.

Funding and development agreements should allocate vacant-possession risk, evidence obligations and delay consequences, with sufficient lead time before permissions or public-funding commitments expire.

Practical implications

- Investigate occupation, security and possession risk early in development due diligence.
- Undertake and retain equality and child-rights assessments where relevant.
- Investigate realistic alternatives and document why delay or phased occupation is impracticable.
- Allocate possession and delay risk before planning or funding commitments expire.

WHY IT MATTERS	**Possession is not automatic where equality, human-rights and children's-rights issues arise. A development programme must be supported by a recorded, evidence-based proportionality case.**

Limitations and watch points

The court's alternative suggestion that it might withhold relief even if children's views had been obtained too late was not essential to the principal holding.

KEY TAKEAWAY **Investigate occupation early and document alternatives, deadlines, safety and the effect of delay.**

PART 2 RESIDENTIAL LEASEHOLD AND MANAGEMENT

5 A tribunal will not repair defective service-charge drafting

Vincent Chent-Wei Teo v Rockstead Holding Company Ltd [2026] UKUT 309 (LC)

Upper Tribunal (Lands Chamber) | 19 August 2026 | Service charges / lease construction / advance demands

Court	Upper Tribunal (Lands Chamber)
Issue	Scope of shared-cost covenants and authority to demand money on account
Outcome	Appeal allowed; liability confined to the wording actually used
Client focus	Freeholders, management companies, agents, leaseholders and lenders

Background and context

The appeal concerned poorly drafted service-charge clauses in a residential lease. The landlord sought contributions to structural and other expenditure and relied on provisions governing incurred and future costs.

The Upper Tribunal held that the leaseholder was liable for the stated proportion of roof, foundations and genuinely shared costs, but not expenditure relating to parts or services outside the covenant's language.

What happened

A clause allowing recovery only of costs 'incurred' did not authorise advance or on-account demands. Advance payments were available only through a separate clause expressly covering expenditure 'to be incurred'.

The FTT should have followed an earlier Lands Chamber interpretation of materially identical leases at the same building rather than adopting a commercially convenient construction.

Decision

Management and acquisition due diligence should compare all leases in a block rather than assume uniform obligations. Quantify any mismatch between expenditure shares and the sums legally recoverable.

Review budgets, demands, reserve arrangements and management enquiries for the precise words 'incurred', 'to be incurred', 'on account', 'shared' and 'common', including their cross-references.

Practical implications

- Compare every lease in the block rather than assume obligations are uniform.
- Audit 'incurred', 'to be incurred', 'on account', 'shared' and 'common' wording.
- Quantify any recovery or cash-flow shortfall for valuation and management purposes.
- Consider consensual or statutory variation where the defect is structural.

WHY IT MATTERS	**A commercially sensible division of expenditure cannot replace the language of the lease. Missing advance-demand machinery can produce cash-flow, valuation and saleability problems.**

Limitations and watch points

Where a shortfall is structural, consider consensual or statutory lease variation and its lender, valuation and consultation consequences rather than relying on historic practice.

KEY TAKEAWAY **Compare every lease in the block and audit 'incurred' against 'to be incurred' before budgeting.**

6 Multi-building management orders require a building-by-building case

Lonestar Properties Ltd v Lecacheur [2026] UKUT 321 (LC)

Upper Tribunal (Lands Chamber) | 24 August 2026 | Appointment of manager / multiple buildings / proportionality

Court	Upper Tribunal (Lands Chamber)
Issue	Scope of an order under Part II of the Landlord and Tenant Act 1987
Outcome	Jurisdiction confirmed, but one building removed from the order
Client focus	Freeholders, leaseholders, appointed managers, agents, purchasers and lenders

Background and context

The FTT had appointed a manager over two adjoining but legally distinct buildings. Management failures and the most pressing repairs principally concerned one of them.

The Upper Tribunal held that section 21(4)(b) of the Landlord and Tenant Act 1987 permits a single application concerning two or more separate premises. Even one leaseholder may seek an appointment across multiple buildings.

What happened

Jurisdiction was not enough. The FTT still had to establish that the proposed scope was just, convenient and proportionate for each building included in the order.

The evidence did not justify including No. 12 merely because of physical proximity, shared utilities and historic management. The appointment remained for No. 14 and the relevant part of the penthouse, but responsibilities were removed from No. 12.

Decision

Applications and responses should analyse each building through its leases, title plans, service-charge schedules, shared facilities, repair obligations and evidence of management failure.

Sales, refinancing and management packs should disclose the exact premises and functions covered by an existing order. A broad description can conceal materially different effects across adjoining titles.

Practical implications

- Analyse jurisdiction, management failure and proportionality for each separate building.
- Use leases, title plans, repair obligations and shared-facility evidence to define scope.
- Check the exact premises and functions in existing orders during sale or refinancing.
- Avoid assuming historic joint management is sufficient evidence for a wide order.

WHY IT MATTERS	**One application may cover separate premises, but proximity, shared services or historic joint management do not by themselves justify including every building.**

Limitations and watch points

Any appeal requires permission. The decision does not prevent wide orders where the evidence demonstrates an integrated problem and a proportionate management solution.

> KEY TAKEAWAY **Prove jurisdiction, failure and proportionality separately for each building and each obligation.**

7 Minor RTM notification errors do not automatically defeat the claim

Avon Freeholds Ltd v Cresta Court E RTM Co Ltd [2026] UKSC 31

UK Supreme Court | 27 August 2026 | Right to manage / claim notices / procedural non-compliance

Court	UK Supreme Court
Issue	Failure to invite one qualifying tenant and wait the full statutory period
Outcome	Unanimous appeal allowed; claim notice not automatically invalid
Client focus	Leaseholders, freeholders, RTM companies, agents, purchasers and lenders

Background and context

The RTM company failed to give one qualifying tenant a notice inviting participation and consequently did not observe the 14-day waiting period before serving its claim notice. The tenant nevertheless supported the claim.

The Supreme Court unanimously allowed the RTM company's appeal and overturned the Court of Appeal. Breaches of sections 78(1) and 79(2) of the Commonhold and Leasehold Reform Act 2002 did not automatically invalidate the claim notice.

What happened

Those requirements form part of the procedural code, not the substantive conditions determining entitlement to acquire the right to manage. The landlord could not raise them through its counter-notice as a dispute about substantive qualification.

Where legislation does not prescribe the consequence of procedural non-compliance, the court must examine statutory purpose, prejudice and injustice rather than assume nullity. Potentially contrary statements in A1 Properties were not binding reasoning.

Decision

RTM companies should still identify every qualifying tenant, including purchasers with pending registration, and maintain accurate participation, membership and service records.

Freeholders should focus counter-notices on substantive conditions. Purchasers and lenders should review the claim, counter-notice, tribunal position and the operational consequences for management transfer.

Practical implications

- Identify every qualifying tenant, including purchasers whose registration is pending.
- Keep participation, membership and service records with the claim file.
- Do not abandon an otherwise valid claim solely because a participation notice was missed.
- Focus any counter-notice on substantive qualification and evidenced prejudice.

WHY IT MATTERS	**An innocent notification omission no longer gives a landlord an automatic technical defence to an otherwise valid RTM claim. Substantive entitlement and procedural compliance must be distinguished.**

Limitations and watch points

Observations about other statutes, including the Landlord and Tenant Act 1954, were cautionary. They are not a holding that the same consequence applies to every property-law notice regime.

KEY TAKEAWAY **Comply carefully, but do not abandon an RTM claim solely because a participation notice was missed.**

8 Pre-reform RTM cost liabilities survive the 2024 changes

City and Country Properties Ltd v BC Court RTM Co Ltd [2026] UKUT 339 (LC)

Upper Tribunal (Lands Chamber) | 28 August 2026; officially published 2 September 2026 | Right to manage / costs / transitional law

Court	Upper Tribunal (Lands Chamber)
Issue	Effect of repealing the former landlord-costs regime on accrued liabilities
Outcome	Appeal allowed; pre-3 March 2025 costs remained payable
Client focus	RTM companies, members, freeholders, managing agents and advisers

Background and context

An RTM company withdrew its claim in September 2024. Before 3 March 2025, sections 88 and 89 of the 2002 Act made the company and its members liable for a landlord's reasonable non-litigation costs.

The Leasehold and Freehold Reform Act 2024 repealed that regime and replaced it with sections 87A and 87B, under which withdrawn-claim costs are generally payable only if the RTM company acted unreasonably.

What happened

The Upper Tribunal held that the reform did not remove rights and liabilities already accrued. Section 16 of the Interpretation Act 1978 and the common-law presumption against retrospectivity preserved them unless Parliament clearly indicated otherwise.

No transitional saving provision was needed: the general statutory saving already applied. The landlord recovered reasonable legal costs, VAT and Land Registry fees after the FTT's contrary decision was set aside.

Decision

Audit legacy and current RTM files by the date of the claim notice, withdrawal and expenditure. Do not assume that an application decided after 3 March 2025 is governed entirely by the new costs regime.

RTM companies should identify membership at the relevant time because current and former members can be jointly and severally liable under the preserved section 89(3), without a separate order against each individual.

Practical implications

- Date the claim notice, withdrawal and each cost item before selecting the applicable regime.
- Audit membership at the relevant time because liability may be joint and several.
- Retain invoices and evidence supporting VAT, title searches and other reasonable costs.
- Apply sections 87A and 87B to new claims without assuming they erased accrued liabilities.

WHY IT MATTERS	**The 2024 reforms reduced landlord cost recovery, but they did not erase liabilities already accrued under the former regime. Current and former RTM members may remain jointly and severally exposed.**

Limitations and watch points

An appeal to the Court of Appeal requires permission. The Tribunal also stressed procedural fairness where the FTT raises unargued objections to VAT or disbursements.

> KEY TAKEAWAY **Date the claim, withdrawal and expenditure before applying the new RTM costs rules.**

PART 3 COMPENSATION AND COVENANT ENFORCEMENT

9 Equivalence can justify indemnity costs after compulsory acquisition

Samra & Anor v Sandwell Metropolitan Borough Council [2026] UKUT 323 (LC)

Upper Tribunal (Lands Chamber) | 24 August 2026; materially reported 26 August 2026 | Compulsory purchase / compensation / costs

Court	Upper Tribunal (Lands Chamber)
Issue	Basis of costs after a compensation award substantially exceeded the offer
Outcome	Landowners' costs ordered on the indemnity basis
Client focus	Acquiring authorities, owners, valuers, funders and CPO advisers

Background and context

After compulsory acquisition, the Tribunal awarded the landowners £547,039 in compensation. The issue was the basis on which their costs of pursuing the reference should be assessed.

The Upper Tribunal held that the principle of equivalence extends to the reasonable costs of pursuing compensation for land actually taken. The landowners' costs were therefore to be assessed on the indemnity basis.

What happened

All costs should generally be allowed unless the acquiring authority establishes a special reason, such as an item being unreasonably incurred or unreasonable in amount.

The Tribunal did not need to decide whether the council's allegedly obstructive conduct supplied a separate justification for indemnity costs. That allegation was not part of the operative holding.

Decision

Owners should preserve detailed evidence of why valuation, legal and expert work was reasonably required. Early, properly evidenced offers and without-prejudice strategy remain important to costs outcomes.

Acquiring authorities and project funders should revisit reserves and settlement authority where the compensation claim exceeds the authority's evidence or offer by a substantial margin.

Practical implications

- Preserve detailed evidence that legal, valuation and expert costs were reasonably incurred.
- Use early, evidenced compensation offers and review them as valuation evidence develops.
- Budget authority and project reserves for possible indemnity-basis recovery.
- Distinguish actual acquisition cases from Part 1 claims where no land is taken.

WHY IT MATTERS	The reasonable cost of pursuing compensation can form part of the equivalence principle. Standard-basis recovery may leave an owner financially worse off because land was compulsorily acquired.

Limitations and watch points

Costs remain discretionary, and an appeal requires permission. The decision sits against the usual view that indemnity costs are exceptional but treats equivalence as the principled reason for a different approach here.

KEY TAKEAWAY **Budget and evidence compensation costs early; the authority may face indemnity-basis exposure.**

10 Long acquiescence does not replace reasonable notice before enforcement

Wasserman v Loyalart Flat Management Co Ltd [2026] UKUT 334 (LC)

Upper Tribunal (Lands Chamber) | 28 August 2026; officially published 2 September 2026 | Lease covenants / waiver / parking rights

Court	Upper Tribunal (Lands Chamber)
Issue	Enforcement after 37 years of parking contrary to the lease
Outcome	Appeal allowed in part; no breach established before reasonable notice
Client focus	Freeholders, resident management companies, leaseholders and conveyancers

Background and context

The leaseholder had parked on the block's forecourt for about 37 years despite a covenant requiring vehicles to be kept in her garage. Resident-company decisions had at least temporarily permitted the arrangement.

The Upper Tribunal held that the covenant had not been released. The leaseholder had not made the profound or expensive change of position found in authorities where it became inequitable to revive strict rights.

What happened

The waiver was revocable, but it continued until the landlord gave reasonable notice of its intention to revert to the lease. Commencing FTT proceedings was insufficient because proceedings must be founded on an existing cause of action.

On the evidence before the FTT no reasonable notice had been established. The finding of breach was set aside and replaced with a finding that the leaseholder was not in breach up to the date of the FTT decision.

Decision

Management companies should minute any temporary licence precisely, identify duration and revocation machinery, and follow with a clear prospective notice before enforcement.

Purchasers and lenders should investigate parking and other long-tolerated uses against the lease, title plan, company minutes and correspondence. A tolerated use may affect amenity and saleability without becoming permanent.

Practical implications

- Audit tolerated parking, storage, alterations and other uses against the lease and plans.
- Record whether any permission is temporary, personal, revocable or capable of transfer.
- Give clear prospective and reasonable notice before reverting to strict enforcement.
- Consider formal variation or mediation where longstanding practice affects saleability.

WHY IT MATTERS	A landlord may be able to revive strict rights after longstanding tolerance, but it must first give reasonable notice. Issuing proceedings cannot itself create the cause of action on which they depend.

Limitations and watch points

Section 62 could convert a pre-existing licence into an easement on a later conveyance or assignment, but it could not do so here because the appellant remained the original lessee. Any Court of Appeal challenge requires permission.

KEY TAKEAWAY **Regularise tolerated uses in writing, and give clear prospective notice before enforcing strict lease terms.**

The recurring themes for property clients

Taken together, these decisions show that property risk frequently sits between the legal document, the statutory process and the evidence of how the asset is actually used. The practical response is to identify that gap before value is committed or a deadline passes.

1	**Policy weight is not policy displacement** Acorn and Segrue show that strong merits or later evidence cannot be detached from the plan-led and deadline-driven statutory frameworks.
2	**Access and possession depend on process** Barstow and the Scottish Ministers petition require precise notices, documented alternatives and a realistic development timetable.
3	**Residential documents operate as a system** Teo and Lonestar require leases, plans, budgets and management arrangements to be tested building by building.
4	**RTM substance and transition must be separated** Avon Freeholds protects substantive entitlement from some procedural errors, while City and Country preserves liabilities that accrued before reform.
5	**Evidence converts principle into recoverable value** Samra and Wasserman show why costs, reliance, notice and long-running practice must be recorded before the dispute crystallises.

Future issues will continue to select only developments with a material transactional, drafting, valuation, management or client-advice consequence. Appeal and implementation positions will be checked immediately before publication.

Cases and primary materials referred to

- Acorn Bioenergy Ltd v Scottish Ministers [2026] CSIH 40 - https://www.scotcourts.gov.uk/media/lznlgnvn/2026csih40-appeal-under-section-239-of-the-town-and-country-planning-scotland-act-1997-by-acorn-bioenergy-limited-against-the-scottish-ministers.pdf
- Barstow & Ors v Green Generation Energy Networks Cymru Ltd [2026] EWHC 1698 (Admin) - https://www.ftbchambers.co.uk/images/uploads/documents/AC-2025-CDF-000180_Approved_Judgment_of_Kimblin_J_dated_6th_July_2026_with_Addenda.pdf
- R (Segrue Investments Ltd) v Swindon Borough Council [2026] EWHC 2080 (Admin) - https://caselaw.nationalarchives.gov.uk/ewhc/admin/2026/2080
- Petition of the Scottish Ministers for an order under section 46 of the Court of Session Act 1988 [2026] CSOH 82 - https://www.scotcourts.gov.uk/media/gtmfr2so/2026csoh82-petition-of-the-scottish-ministers-for-an-order-under-section-46-of-the-court-of-session-act-1988-and-for-interdict-and-interdict-ad-interim.pdf
- Vincent Chent-Wei Teo v Rockstead Holding Company Ltd [2026] UKUT 309 (LC) - https://caselaw.nationalarchives.gov.uk/ukut/lc/2026/309
- Lonestar Properties Ltd v Lecacheur [2026] UKUT 321 (LC) - https://caselaw.nationalarchives.gov.uk/ukut/lc/2026/321
- Avon Freeholds Ltd v Cresta Court E RTM Co Ltd [2026] UKSC 31 - https://caselaw.nationalarchives.gov.uk/uksc/2026/31
- City and Country Properties Ltd v BC Court RTM Co Ltd [2026] UKUT 339 (LC) - https://caselaw.nationalarchives.gov.uk/ukut/lc/2026/339
- Samra & Anor v Sandwell Metropolitan Borough Council [2026] UKUT 323 (LC) - https://caselaw.nationalarchives.gov.uk/ukut/lc/2026/323
- Wasserman v Loyalart Flat Management Co Ltd [2026] UKUT 334 (LC) - https://caselaw.nationalarchives.gov.uk/ukut/lc/2026/334

Status note

Draft for review. This briefing reflects the position checked on 2 September 2026. Appeal, reporting and implementation positions may change before publication. No qualifying Northern Irish decision was identified in the Issue 3 monitoring period.

Disclaimer

This briefing is for general information only and does not constitute legal or tax advice. The application of any decision depends on the relevant facts, documents, jurisdiction and subsequent authority. Specific advice should be obtained before action is taken.