

The meaning of blight

19 January 2018

Paul Grant looks at the circumstances under which the owner of land or a property can claim blight?

Under what circumstances can the owner of land or a property claim blight?

Compensation for land that is adversely affected by public development schemes is a complicated business. Terms are often misunderstood or interchanged incorrectly, so when it comes down to technical legal and valuation advice one has to be clear what one means. Here, we can only scratch the surface of some aspects of compensation, but there is a wealth of information and advice available elsewhere on this and compulsory purchase in general (see below).

Blight is the legal term that applies when a public authority has a planning or development proposal and a person with a qualifying interest in property affected by that proposal can require the authority to purchase their interest in it at the full market value. Put simply, it is a sort of compulsory purchase in reverse.

The development proposal will require the acquisition of land either by compulsory purchase or voluntarily. Essentially, it is this threat of acquisition that creates the situation to which the term 'blight' applies. The categories of land that may be blighted are set out in an extensive list in Schedule 13 of the [Town and Country Planning Act 1990](#) , which includes all types of land that are shown in public authority plans and documents which are earmarked for any public works.

Blight

Blight can only be claimed through a specific procedure set out in the 1990 act and, generally speaking, the landowner must have first made reasonable endeavours to sell their land. If they cannot do so without selling at a substantially lower price than market value, they are then able to serve a blight notice on the relevant authority.

However, the authority will not always have to acquire the land; it may object to the blight notice and defend its position. The Upper Tribunal (Lands Chamber) will determine whether the objection is well founded or not. If the blight notice is upheld, the public authority is deemed to have been authorised to acquire the claimant's interest and to have served notice of its intention to take possession of the land in question.

Put simply, blight is a sort of compulsory purchase in reverse

The claimant is not entirely committed at this point to go through with the sale. They may withdraw their blight notice either at any time before compensation is determined by the Upper Tribunal or ? if compensation has been determined ? within 6 weeks of that determination having been made, assuming that the public authority has not yet taken possession of the land. This gives the claimant the opportunity to withdraw if they regard the compensation they are to receive unsatisfactory.

Blight is different from the depreciation in value of property that is caused by public development, which is called 'injurious affection', and also different from 'severance', where the value of land that a claimant retains is lower because of the acquisition of other land from them by the public authority. It is not unusual for the layperson to refer to these situations as 'blight'; though it may in fact be possible for someone unable to claim blight to make a successful claim for compensation under one of these terms.

Compensation

Compensation for the interest that is affected by the blight notice, or alternative heads of compensation, will be assessed in accordance with normal rules of compensation set out in section 5 of the [Land Compensation Act 1961](#) , but there are also additional rules for blight compensation in the 1990 act. Generally, one would expect a successful claim in accordance with a blight notice to mean the acquisition of the claimant?s interest at the market value.

There may be other elements of compensation that a person affected by a compulsory purchase order can claim: for example, reasonable legal and surveyor?s fees, interest until compensation is paid, and compensation for disturbances such as moving fees and loss of goodwill or profit may also be considered, depending on the circumstances.

Paul Grant is Senior Associate at [Stevens & Bolton LLP](#)

Further information

- For further information on compulsory purchase, visit the relevant sections of the [RICS website](#) and the [DCLG compulsory purchase guides](#)
- Related competencies include: [Compulsory purchase and compensation](#) , [Planning](#)
- This feature was taken from the [RICS Property journal](#) (December 2017/January 2018)
- Related categories include: [Compulsory purchase orders](#)