

Report

on an investigation into
complaint no 01/B/03243 against
Plymouth City Council

28 November 2002

The Oaks No 2, Westwood Way, Westwood Business Park, Coventry CV4 8JB

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Key to names used

Mr Greaves	–	the complainant
Officer A	–	a Council Environmental Health Officer
Officer B	–	an officer in the Legal Department
Officer C	–	a senior officer in the Council's Environmental Health Department
Acme School of Flying	–	a School of Flying
Enviro	–	a firm of environmental consultants
United Consolidated Investments PLC	–	current lease holders of the airport

Report summary

Environmental health

A local resident complained that the Council had failed to control the activities of the flying school that operates from Plymouth Airport. Mr Greaves lives near the airport perimeter and suffers from intrusive noise caused by training flights carried out by the school. The airport lease does not permit the school to undertake training flights at weekends. The lease also prohibits activities which cause unreasonable nuisance or annoyance to local residents. The Council failed to enforce these provisions of the lease. The flying school operates seven days a week. The Council environmental health department has confirmed that training flights can cause unreasonable nuisance.

Finding

Maladministration causing injustice.

Recommended remedy

Council to:

- a) make the complainant an ex gratia payment of £500 per year for each year since the beginning of 2001;
- b) continue to make a payment of the same amount for each succeeding year that the problem remains unresolved;
- c) make an ex gratia payment of £250 to the complainant for his time and trouble; and
- d) take whatever steps are necessary to regulate weekend activities of the flying school.

Introduction

1. Mr Greaves complains that the Council, as head lessor, has failed to enforce provisions of the lease for Plymouth Airport designed to protect local residents against intrusive noise. In particular, he complains that the Council has failed to prevent the Acme School of Flying conducting training manoeuvres at weekends. Mr Greaves' house is directly under the airport's main flight path. He says that, as a result of the Council's inaction, he suffers frequent noise disturbance which has an adverse effect on his quality of life.
2. One of the Commission's officers has met the complainant and interviewed officers of the Council. He also examined the relevant files. Both the complainant and the Council were sent a copy of the factual part of this report in draft, prior to the addition of the conclusions. Where appropriate their comments are reflected in the text.
3. For legal reasons, the names used in this report are not the real names of the people and businesses concerned.¹

Legal and administrative background

Training flights at the airport

4. Several different types of training are carried out at the airport. Historically, the principal airline operating from the airport has conducted training flights. A recreational flying club has existed at the airport for most of its life, and the club now forms part of the Acme school of flying, established in 1991. There is also a private company based at the airport which, since 1995, has provided naval helicopter training.

The lease

5. The terms and conditions under which the airport operators allow training flights are set out in the lease of 1980 between the Council and the operators. The 1980 lease states in Clause 2 (35c) that the operators should:

“Make every endeavour to ensure that as soon as practicable weekend training shall not be undertaken at the Demised Premises unless flying training programmes are dislocated through bad weather or other abnormal circumstances.”

¹ Local Government Act 1974, section 30(3).

(This clause is referred to as the 'dislocation provision').

6. Further to a deed of variation in 1987, Clause 2(35a) prohibits the non-emergency use of the airport for landing, take-off or ground running between 10.30 pm and 6.30 am. It also prohibits 'flying training' except between 8.00 am and 9.00 pm.

7. In Clause 2 (35b) the operators covenant not to:

"... carry out permit allow or suffer any helicopter training at the Demised Premises nor to carry out permit allow or suffer any flying training involving the use of any other type of aircraft other than familiarisation or line check flights except between the hours of 8.00 am and 9.00 pm (local time)."

8. Clause 2(41)permits the operators to:

"...provide facilities on the Demised Premises for both training flights and recreational flying so far as may be possible without causing damage or unreasonable nuisance or annoyance to the owners or occupiers of property in the vicinity of the Demised Premises and the Lessees covenant to comply with such reasonable directions as the Council may give in this respect."

9. In 1986 planning consent (1856/86) was granted for the extension and realignment of a runway at the airport. Condition 9 of this consent echoes the dislocation provision: it requires the applicant (the operator):

"...not to undertake or allow to be undertaken weekend flying training at the airport unless flying training programmes are dislocated through bad weather or other abnormal circumstances beyond the control of the applicant."

10. In previous investigations it has been established that the dislocation provision is a general provision of the lease and the operator may grant a dislocation dispensation to subtenants. The flying school does not have the benefit of a formal subtenancy in respect of any premises at the airport, and the Council has, as recently as 11 July 2001, withheld consent to granting it a sublease. The operator has not, since my previous investigation, granted the flying school a dispensation. On several occasions in the early 1990s (for example, 27 August 1992, 6 October 1993, 31 January 1994) the Council wrote to the flying school pointing out that training flights at weekends were a breach of the airport lease.

11. In 1987 a Section 52 agreement² set out conditions attaching to a consent permitting development and operation of the airport in association with planning consent 1856/86. Clause 5 of the 1987 agreement again repeats the dislocation provision, stating that the operators should not:

² A Section 52 agreement is an agreement between the local planning authority and the developer setting out the conditions attaching to the implementation of a planning consent (now Section 106 of the Town and Country Planning Act 1990)

“Undertake or allow to be undertaken weekend flying training at the airport unless flying training programmes are dislocated through bad weather ...”

12. The Council has accepted, on many occasions (for example, in a report to its Policy and Resources Committee on 31 October 1996), that the dislocation provision does not apply to the flying school. In other words, the flying school cannot claim the right under the lease or planning agreements to conduct training flights at weekends if bad weather in the week has disrupted its programme.

13. Commenting on the factual part of this report in draft, the Council said:

“The Council does not agree with the Ombudsman’s view of our position. It has operated since 1996 as though the flying school can take advantage of the dislocation provisions. The difficulty has been able [sic] to prove that there was bad weather during the week that would trigger the operation of the dislocation provisions. It requires the use of considerable Officer time to call for the meteorological reports, to scrutinise them, and to examine what disruption there might have been by comparing planned flight logs with actual flight logs both during the week and at weekends. This is a resource intensive activity and is simply impracticable [sic] for the Council to try and enforce it.”

The Council has provided no evidence of a formal decision to that effect. It does not appear to have instructed officers accordingly. The Council has offered no explanation for the change in its position.

14. The Council is empowered under Clause 2 (38) of the lease to give particulars in writing to the lessees so as to prevent continuation or recurrence of any damage, unreasonable nuisance or annoyance to nearby occupiers or other members of the public. Clause 2 (38b) states:

“If in the opinion of the Council any such nuisance damage or annoyance as is mentioned in sub-clause (a) of this clause is caused or is likely to be caused to the Council or any such person as is mentioned in the said sub-clause then the Council may give particulars thereof by notice in writing to the Lessees and the Lessees shall as soon as reasonably practicable take such action as may be necessary to prevent the continuance or any re-occurrence of the said damage or unreasonable nuisance or annoyance.”

15. In 1992 and 1993 the lease and the Section 52 agreement were varied so as to permit limited weekend training flights by the principal airline then operating out of the airport. These variations did not benefit the flying school’s training or recreational flights, or flights by any other operator.

The Air Traffic Zone

16. The Air Traffic Zone (ATZ) is the airspace within the airport's air traffic control. It extends to some 2,000 feet in altitude and two miles in radius above and around the airport. Mr Greaves' house is within the ATZ.

Definition of a 'training flight'

17. In June 1994 the Council obtained Counsel's opinion on the use of the airport for training flights. It did so because the operator had argued that flights were not 'training flights' if an experienced pilot flew the aircraft while it was within the ATZ. The operator's case was that an aircraft could take off with an experienced pilot at the controls, transport the trainee outside the ATZ, and then hand over control to the trainee. In these circumstances, it was suggested, no training flight took place within the ATZ: while the aircraft was in the ATZ the pilot was merely transporting the trainee to and from a training flight which would take place elsewhere. Thus, the restrictions in the lease did not apply, because the training was not taking place on the 'Demised Premises'.
18. Counsel concluded that both the lease and the section 52 agreement were ambiguous in relation to training flights; but suggested that the Council could nevertheless rely on its powers under Clauses 2 (38) and 2 (41) of the lease. Counsel broadly endorsed the view put forward by the airport operator that the lease only applied to a training flight if training took place during take-off, landing or on the ground, but commented:

"However this does not leave the Council helpless. In particular, I note that under Clause 2(38a) of the lease, [the operator] covenants to ensure that no-one flying within the authority of the airport=s air traffic control causes any unreasonable nuisance or annoyance to owners or occupiers of property in the neighbourhood. Under Clause 2 (38b), where the Council considers that unreasonable nuisance or annoyance is being caused, it may give particulars of this and require [the operator] to take any action necessary to prevent the continuance or any re-occurrence of the nuisance. Further, in providing facilities for training flights under Clause 2 (41) of the lease [the operator] covenants to comply with any reasonable directions which the Council may give in respect of unreasonable nuisance or annoyance caused by training flights."

Counsel advised that there were, therefore, two alternative courses open to the Council: it could seek to enforce, ultimately by injunction under Clause 2 (38a), or it could issue reasonable directions under Clause 2(41).

19. Clause 4(9) of the lease provides for arbitration in the event of a dispute between the Council and the operator:

“Unless otherwise specified all cases of dispute or difference arising out of or touching upon the rights duties or liabilities of the parties under this lease shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing agreement to a person nominated by the President for the time being of the Law Society in a manner provided by the Arbitration Act 1950....”

‘Touch-and-go’ training

20. ‘Touch-and-go’ manoeuvres are conducted by the flying school to train pilots in take-off and landing technique. They consist of taking off, circling the airport and making a series of ‘dummy run’ landings where the landing gear of the aircraft will barely touch the runway. These exercises are part of the National Pilot Training Syllabus. The entire flight normally takes place within the ATZ.

Flight records

21. The airport is required by the Civil Aviation Authority to maintain a log of aircraft movements. ‘Touch-and-go’ manoeuvres are easily identifiable from the flight records. When I last reported on this subject in 1997 (see paragraph 22 below) I noted that the Council had difficulty obtaining relevant records from the operator. I also commented that the nature of the flight records made it difficult to determine which aircraft movements were training movements. The operator now provides comprehensive control tower flight records to the Council. These records relate to all flights to and from the airport, and not only to Flying School flights. From the records, touch-and-go movements can be identified. They are recorded as ‘local’ flights and a figure in the right hand margin shows the number of ‘passes’ made. The flight logs record inbound and outbound flights separately. Each ‘pass’ in a touch-and-go manoeuvre shows on the records as one outbound movement and one inbound movement.

Previous reports

22. My predecessors and I have reported on four previous investigations into complaints about the Council’s handling of airport related matters between 1989 and 1999. Under section 31(2A) of the Local Government Act 1974, if the Ombudsman is not satisfied with the action taken by a Council in response to a report he or she may issue a ‘further report’. My predecessors and I have issued three such further reports relating to the airport. In one of the previous reports, 94/B/4973 issued in July 1997, I criticised the Council for its failure to take reasonable steps to control the flying school’s weekend training activities.

23. Following local elections in 2000 the Council's new political administration reviewed the Council's response to my and my predecessor's reports, and decided to take action to remedy the complaints.

24. In the earlier report about the flying school I set out the history of the complaint between 1991 and 1997. I said in my conclusions that the lease and subsequent planning agreements had specifically sought to minimise nuisance arising from training flights. I recorded that local residents had been complaining of nuisance from light aircraft movements in general (notwithstanding the debate about what constitutes a training flight) for several years, and concluded that the Council had delayed unreasonably in seeking Counsel's opinion. I concluded that the Council had failed to undertake a full evaluation of the enforcement options identified by Counsel or to act on any of those options. I found maladministration in the Council's reliance on complaints from the public and in its failure to carry out any monitoring itself. I accepted that it was impossible to operate an airport without generating noise; but I also concluded that the Council's maladministration could allow an amount of additional activity which would cause injustice to local residents. However, I commented that:

“The nature of the flight records makes it difficult to determine the extent of any such injustice. I have identified only approximately 130 weekend flights (originated and terminated at the airport) during 1994 which are unequivocally training flights by aircraft belonging to the flying school. In 1994 there were 17,436 total aircraft movements and it seems to me that these additional flights can only be regarded as *de minimis*. There is no evidence to suggest significant seasonal peaks and this level of weekend training flights amounts to fewer than three movements per weekend ... It is impossible for me to conclude that, were it not for the maladministration by the Council, the total number of movements at the airport would have fallen by an amount sufficient to have any meaningful impact on the amenity enjoyed by residents.”

25. My recommendations were that the Council should set clear objectives for the control of any activity which in the words of the head lease it determined to be causing “any damage or unreasonable nuisance or annoyance” to residents; undertake a thorough and wide-ranging policy review, to include establishing the Council's objectives for controlling activity at the airport in the context of its wider economic and related policy objectives; establish a legal strategy by which it could secure its objectives if they were not implemented by the airport; and make a modest ex gratia payment to the complainants. The Council at first declined to make any payment and, for this reason, I issued a further report in March 1999. The Council later accepted my recommendation about the ex gratia payment (see paragraph 21 above).

Investigation

26. Much has changed since the report and further report referred to above. In 1997 the Council commissioned a study described as “an independent benchmark study into the impact that current operations at Plymouth Airport have on local residents and the environment.” It was carried out by a firm of consultants, Enviro. The report was published in January 1998. Among other things it recommended a number of noise mitigation measures. It said that more information should be gathered on both noise and air quality at the airport and that this could take the form of permanent continuous monitoring or regular noise measurement.
27. In July 1998 the full Council approved a development plan for the airport. This included giving authority to the legal department to take action against the airport for breaches of the lease.
28. The Council opted for a noise monitoring system including a permanent microphone installation on the airport itself and a mobile installation to be used in the residential areas around the airport. These, linked to a computer with the appropriate software, would provide accurate noise measurement. Enviro were retained as consultants and, in February 1999, proposed a system of continuous monitoring to be installed on the airport premises.
29. Progress by the operator in implementing the consultants’ recommendations was slow and on 11 February 2000 the Council issued ‘reasonable directions’ under the lease in respect of three issues, one of which was a direction that a noise monitoring scheme should be installed. Continuous monitoring commenced in December 2000.
30. In mid-2000 the operators sold the business, including the airport lease, to United Consolidated Investments PLC. The Council entered into negotiations: its intention was to achieve a new lease and operating agreement for the airport. Heads of Terms were agreed in June 2000. Negotiations on the detail of the lease and operating agreement are continuing at the date of this report.

Mr Greaves’ complaint

31. Mr Greaves has complained to the Council over a period of many years about the activities of the flying school. In June 1995 he presented a petition to the Council setting out his and his neighbours’ complaints about noise and disruption caused by aircraft from the school. Mr Greaves complained to me on 25 May 2001 that the Council had failed to take effective action against the new leaseholders of the airport, in that it had failed to prevent a continuation of the breaches of the lease identified in my report 94/B/4973. His complaint included a number of issues but the main focus was the continued activity at weekends by the flying school. He also

complained to the Council and the Council followed the complaint up with the operator. The operator maintained that no training was taking place at weekends. In June 2001 the Council stationed its mobile sound monitoring installation in Mr Greaves' garden. It also wrote to the local ward councillors inviting them to meet with the flying school to ascertain how it operated and what approach the Council should take to controlling its activities.

32. Officer A, a Council environmental health officer, explained to the Commission's officer that he was the officer responsible for collecting and analysing the sound monitoring data. He had had to buy a suitable laptop computer out of his own funds for the purpose, as the Council did not have a sufficient budget. He had identified the most suitable software for recording and analysing the data. The software allowed him to record information in a form which enabled him to identify a 'signature' sound pattern for individual aircraft or aircraft types; and to identify the amplitude of the sound, its characteristics in terms of frequencies, its duration, the average decibel level over the duration, etc. He purchased, also from his own money, aircraft recognition handbooks and books listing civil and military aircraft markings: he was thus able to identify the specific aircraft causing noise in any individual instance.
33. Officer A also liaised closely with complainants. Several complainants who alleged nuisance were asked to keep records of aircraft noise which affected them. Officer A visited them to witness the noise himself and to confirm details of the diary entries. Mr Greaves was one of those complainants. Officer A told the Commission's officer that Mr Greaves' records were accurate and reliable. He had cross-checked Mr Greaves' records, the results from the mobile monitoring post stationed in Mr Greaves' garden, and the flight records from the operator. The records tallied. They proved that, as Mr Greaves alleged, the flying school was frequently flying touch-and-go manoeuvres on a Saturday or Sunday. Officer A told the Commission's officer that the noise from training aircraft was occasionally, in his professional judgment, causing Mr Greaves unreasonable nuisance or annoyance. He described the noise of one particular flying school aircraft observed over Mr Greaves' home, as 'extremely loud' at 92 dB. He said he had reported this opinion to the Council's legal department.
34. Mr Greaves complained to the Council about movements by the flying school on specific days. For example, he informed the Council on 1 June 2001 that he had recorded some 80 movements on 7 and 8 April, which had included touch-and-go movements. His complaints were dealt with by Officer B, an officer in the legal department, who has since left the Council. Officer B asked the operator for the relevant records and for an explanation. He wrote to Mr Greaves on 9 July 2001 confirming that the records for 7 April and 21 April included touch-and-go movements. However, he said the operator had informed him that training had been permitted that weekend because the weekday training programme had been disrupted. He said in his letter:

“Weekend training is permitted...if it can be proven that the weekday programme for flying training is dislocated through bad weather, or other abnormal circumstances.”

35. The Commission’s officer sought written clarification on this point. Officer B informed the Commission’s officer that, in his view, the operator had been authorising weekend training by the flying school in breach of the lease; and that he, Officer B, was seeking authority from Council Members to serve a direction on the operator. He said the Council did not have resources available for weekend monitoring but did have sufficient evidence, including evidence that a number of the movements involved were touch-and-go movements and therefore incontrovertibly training flights.

36. On 3 August 2001 Council officers met with the operator of the flying school to appraise the flying school’s activities. The notes of the meeting record:

“... [Officer B] outlined the lease no training at weekends unless the programme was disrupted by abnormal circumstances/bad weather. [Officer B] outlined that on a fine day there can be 60-70 movements on a Saturday or a Sunday and, as a yearly average, these amounted to some 17-18 movements a day.”

Later in the same note the flying school operator is quoted as saying that in the majority of weekend flights no training takes place in the ATZ. Nonetheless, he went on to say that touch-and-go manoeuvres:

“... were necessary as part of the training programme. These were normally done during the week and any done at weekends were in abnormal circumstances.”

Mr Greaves submits that touch-and-go manoeuvres are, in reality, frequently undertaken at weekends, and Officer A’s monitoring confirms this.

37. On 5 November 2001 Mr Greaves reported to the Council that the flying school had performed some 100 movements on Saturday 3 November, most of them touch-and-go movements, with aircraft passing over his house every two to three minutes.

38. In a letter to my investigator dated 23 November 2001, the Council said that:

§ officers had been unaware until early in 2001 that training flights had been taking place on Saturdays;

§ the operator had failed to respond in a reasonable manner to requests for information about what justification (in terms of bad weather or other abnormal circumstances) there had been for permitting training on the days in question; and

§ a report would be put to Council Members seeking authority for the issue of a reasonable direction calling on the operator to provide written details in advance if it proposed to allow weekend training.

The Council does not appear to have considered such a report, and a direction has not been served.

39. The Commission's officer telephoned the flying school and was told that it was open for flying lessons "seven days a week, every day except Christmas".

40. Officer B, who had been the legal officer responsible for airport matters for a number of years, left the Council in January 2002. On 18 February, the Council wrote to Mr Greaves saying that he should address all complaints about the airport direct to the airport operator, and not to the Council. The Council's letter said:

"I am afraid that it will not be possible for you to address your concerns to the Council's Legal Practice office. We do not have the staff to deal with them and, in all honesty, it is inappropriate for service complaints to be directed to lawyers. They should go to the people who are able to take action to deal with them, that is to say, the airport operators."

41. Mr Greaves contacted my office to report that touch-and-go movements at weekends were continuing: he specifically mentioned 4, 5, 11 and 18 May. On 2 July, he reported that there had been something in the region of 24 touch-and-go movements between 11.00am and 1.00pm on the previous Saturday. The flight records subsequently confirmed that a large number of touch-and-go movements had taken place on that day.

42. Officer C, a senior officer in the Council's environmental health department, told the Commission's officer at interview that the Council had found that the results of the noise monitoring on and around the airport had, generally speaking, substantiated the complaints of intrusive noise, including noise from the flying school's operation. He said the complaints about the airport that his department had received from members of the public seemed to him, by and large, to be well-founded. Officer C was, at the time of his interview, engaged in the negotiations with the new operator about the operating agreement. The negotiations were not, at that time, at an advanced stage; but the operation of the flying school was one of the issues the Council was pursuing in those negotiations.

43. The Commission's officer examined examples of the control tower flight records at the Council's offices. Focusing particularly on a number of weekends when flying school activities had prompted Mr Greaves to complain to the Council and/or to me, the figures were as follows. Some are approximate because the Commission's officer did not examine every flight record held by the Council. Where no logs were

consulted, I have relied on Mr Greaves own records (which Officer A has confirmed are accurate – see paragraph 33). Many weekends during which the number of movements was small did not prompt any complaint from Mr Greaves. And, in some cases, correspondence between the Council, Mr Greaves and the operator confirmed that training had taken place, but without identifying a specific number of movements.

Saturday	23/06/01	14 separate take-offs followed by unspecified number of touch-and-go passes
Saturday	03/11/01	Approximately 100 movements
Saturday	19/01/02	18 flights (36 movements)
Sunday	07/04/02	Unknown number but correspondence confirms touch-and-go manoeuvres took place
Saturday	13/04/02	25 flights (50 movements)
Sunday	21/04/02	Unknown number but correspondence confirms touch-and-go manoeuvres took place
Saturday	27/04/02	5 flights (10 movements)
Sunday	05/05/02	3 flights (6 movements)
Saturday	11/05/02	3 flights (6 movements)
Saturday	18/05/02	8 flights (16 movements)
Saturday	22/06/02	20 flights (40 movements)
Saturday	29/06/02	14 flights (28 movements)
Saturday	31/08/02	44 flights (88 movements)
Saturday	19/10/02	6 flights approximately

Conclusions

44. It has been remarked in previous reports on this subject that one cannot operate an airport without noise. That, of course, remains true. But the Council, as leaseholder, has powers to control certain activities at the airport and, in my view, responsibilities to local residents to try to minimise intrusive noise as far as possible. That is the purpose of Clause 2(38) of the lease (see paragraph 14).
45. Previous reports relating to the airport (see paragraph 22) set out the view my predecessors and I have taken about the issue of training flights at weekends. I concluded in 1997 that there was maladministration on the Council's part in allowing by default additional weekend training activity, which could cause nuisance to local residents. At that time, and based on the information then available, I concluded that the injustice was minimal in that the additional flights formed only a small proportion of the overall number of flights (paragraph 24). Since that time, it seems to me that there is well-documented evidence that flights which are incontrovertibly 'training flights' even by the limited definition adopted by the Council (paragraph 17 et seq) take place frequently at weekends. The noise monitoring regime adopted by the Council (paragraph 26) has established that these flights can, and occasionally do, cause unreasonable nuisance or annoyance (paragraph 33).
46. The Council says (paragraph 13) that it has operated since 1996 'as if the flying school can take advantage of the dislocation provisions'. The Council has provided no evidence of a formal decision to that effect, of any corresponding instructions having been given to officers, or indeed of any reason behind its current stance. In addition, the Council says that it is impracticable to monitor whether the weather conditions during the week have caused dislocation of the training programme. It has offered no evidence that it has ever attempted to do so. Essentially, the Council is saying that, since 1996, it has done nothing to prevent training flights taking place at weekends; and that it does not intend in the future to enforce the relevant provisions of the lease.
47. In my view, the Council has failed to get to grips with the problem of noise from training flights. It had no proper strategy or procedures in place when I last reported on the subject and, instead of seeking to resolve the problem since then, it has now simply decided to ignore the restrictions in the lease. In the absence of a formal change in Council policy, made in the light of full monitoring information about the environmental impact of weekend training flights, I believe that its failure to enforce the lease to reduce the impact on residents of the airport's training activities arises from inattention and neglect, and that is maladministration.

48. My earlier report alerted the Council to my view that additional weekend training flights in contravention of the lease represented a potential injustice to nearby residents. Mr Greaves has persistently complained over a period of several years about the touch-and-go movements taking place on Saturdays. They clearly have an impact on his quality of life. I can no longer conclude, as I did in my previous report, that training flights are *de minimis*, since Mr Greaves has provided evidence (confirmed by the Council's own records) that on some days as many as 100 training flights can take place (paragraph 43). I conclude, therefore, that Mr Greaves has suffered injustice as a result of the Council's maladministration, in the form of intrusive noise.
49. Mr Greaves has pursued his complaint vigorously over a number of years but it seems to me that the Council has failed to investigate his concerns as it should have (see, for example, paragraphs 34, 38, and 40). This serves to compound the injustice Mr Greaves has suffered. I commend the actions of Officer A but, in my view, the fact that the Council has not seen fit to provide, out of its own funds, the equipment needed for him to fulfil his role in monitoring airport noise is indicative of the low priority the Council has given to the complaints of local residents.
50. Mr Greaves did not complain to me until May 2001 about the noise caused by training flights at weekends. However, he had complained for several years to the Council before complaining to me (paragraph 31). The Council's monitoring began in December 2000. Allowing some time for sufficient data to be collected the Council should, in my view, have been in a position to know whether touch-and-go flights were happening at weekends by the beginning of 2001, and to have taken steps to address any breaches of the lease which became apparent.
51. I am aware that other residents of the same area as Mr Greaves may also have cause for complaint. I would urge the Council, if any of these residents complain, to investigate their complaints and, if appropriate, to remedy them in the same way as I call on the Council to remedy this one.

Finding

52. I find that the maladministration identified in paragraph 47 has led to injustice to Mr Greaves as described in paragraph 48. To remedy the injustice the Council should:
- a) make Mr Greaves an ex gratia payment of £500 per year for each year since the beginning of 2001 to represent the avoidable intrusive noise he has suffered;
 - b) continue to make a payment of the same amount for each succeeding year that the problem remains unresolved unless, in the meantime, there is a formal change in the policy and Mr Greaves is given an opportunity to comment on any such proposed change;

- c) make Mr Greaves an ex gratia payment of £250 for his time and trouble in pursuing the complaint with the Council and with me;
- d) take whatever steps it deems necessary to regulate the weekend operations of the flying school.

**J R White
Local Government Ombudsman
The Oaks No 2
Westwood Way
Westwood Business Park
Coventry CV4 8JB**

28 November 2002