Response to the draft London Plan 2026

To: London Plan Team, Greater London Authority — londonplan@london.gov.uk
From: Boundary Estate Community Launderette CIC
and: Boundary Tenants and Residents Association
Date: 15 October 2026

Policies objected to: the omission of a social infrastructure policy (Policy S1 of the London Plan 2021); GLE7 Affordable workspace; PV3 Town centres and high streets; GLE1 Sufficient and appropriate employment space; PV1 and the City Fringe / Tech City vision in Annex E; HN8 Housing design. We request to be invited to the Examination in Public.

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Who we are

The Boundary Estate is in Weavers Ward, Tower Hamlets. The London County Council finished it in 1900. It was the first council housing in Britain. It has about 600 flats today.

The Boundary Tenants and Residents Association speaks for the residents of those flats. The Boundary Estate Community Launderette has served them from 28 Calvert Avenue since 14 September 1992. It is a not-for-profit social enterprise, run by resident volunteer directors. It is now a Community Interest Company.

We write together because we are two halves of the same story. The Association knows why the estate needs the launderette. The Launderette knows what it takes to keep it open.

Summary

The draft Plan removes protections that the London Plan 2021 gave to places like ours. It puts nothing in their place.

We can show what that means, because it already happened to us.

Our launderette occupies 452 square feet of a council-owned shopping parade. Our rent was £2,000 a year.

On 6 July 2023 the council served a notice under section 25 of the Landlord and Tenant Act 1954 to end our tenancy on 13 January 2024. The notice was not hostile. It said "I am not opposed to granting you a new tenancy", and it set out proposed terms:

- **Term:** 5 years
- **Rent:** £12,000 a year, **plus 25% of net profit**

- **User:** as a laundrette only
- **Keep open:** if the shop is found closed on any day from Monday to Saturday, the rent reverts to open market
- **Accounts:** if quarterly accounts are not sent to the council, the rent reverts to open market

We were told the £12,000 represented about 50% of market value. The council's own estimate of the commercial rent was £22,000 a year. Our total cost of running the launderette is £66,512 a year, so the proposed rent alone was 18% of everything we spend — before any share of our surplus.

The notice warned that we had to act inside a strict timetable to keep our right to renew, and it advised us twice to take advice from a solicitor or a surveyor.

No answer was ever sent. We cannot tell the Inspectors that the notice was read, because we do not know that it was. None of our current directors were in post in July 2023. No former director and no member of staff recalls receiving it.

We have since obtained the Royal Mail proof of delivery. The letter arrived at the shop at 10:00 on **Saturday 8 July 2023**. The signature box contains no name. It contains the handwritten word "Delivered". Royal Mail records the recipient as "28 CALVERT LAUDERETTE" — the address, not a person. This was the practice many postal workers carried over from the pandemic.

The document therefore proves that an envelope reached a building on a Saturday morning. It proves nothing about whether any director or member of staff ever saw it.

Under the 1954 Act that makes no difference. A notice sent to the business address is treated as served, whether or not anyone opens it. Our landlord was under no obligation to telephone, to email, to call in, or to check that the letter had reached a human being. When we later met the council's asset surveyor to try to resolve matters, this was put to us plainly.

So the right to renew lapsed, the tenancy ended on 13 January 2024, and we had to give up the premises. On 8 February 2024 the locks were changed, with no warning to our staff, our users or the residents of the estate.

That was the whole protection a 31-year-old community institution had: a commercial lease, a six-month deadline under an Act of 1954, and professional advice we could not afford. Thirty-one years of service ended with a letter that nobody can show was ever opened, and no part of the planning system was required to notice.

University College London then measured what the launderette gives back. The figure is **£902,240 a year — £13.56 of social value for every £1 put in**. Our whole operation costs £66,512 a year to run. The rent we were asked for was nearly a fifth of that.

We reopened after seven weeks. It took 2,500 petition signatures in two weeks, national press coverage, a crowdfunder, a debate at Full Council, and two more years on a lease that could end with one day's notice.

On 24 March 2026 the council's Cabinet agreed to add our premises to its Community Premises Portfolio, so that a community rent could be applied. Its report sets out the result. At the community rate of £14 a square foot our rent becomes £6,328. An 80% Community Benefit Rent Reduction brings it to **£1,266 a year** — described by the council's Chief Finance Officer as "a shortfall of £734 per annum which the HRA will need to absorb".

We began on £2,000 a year. We end on £1,266 a year.

It took twenty-six months, a seven-week forced closure, 2,500 signatures, legal costs, a public crowdfunder, a university research project, the incorporation of a new company and a decision of the Mayor in Cabinet — to arrive at a rent **£734 a year lower than where we started**. The council pursued a commercial rent it valued at £22,000, and now collects less than it did before it began.

We want to be clear about something. Our council got there in the end. That is the point we want the Inspectors to hear. **A willing landlord still had no planning tool to use.** Everything that saved us sat outside the planning system. Nothing in the London Plan 2021 helped us. Nothing in this draft Plan would help the next group.

The draft Plan mentions laundrettes once, in Annex B, the definition of local and neighbourhood centres. It lists them as a local service that makes a neighbourhood work. It then protects them with nothing at all.

Statement 1 — Omission: the draft Plan has no social infrastructure policy

The draft Plan is not positively prepared and not justified, because it deletes Policy S1 of the London Plan 2021 and replaces it with nothing.

Policy S1 of the current Plan does three things that matter to us:

- **Part A** tells boroughs to assess what social infrastructure their communities need.
- **Part F** says a development may only cause the loss of social infrastructure, in an area of identified need, where there are realistic plans to replace it.
- **Part G** says space that is no longer needed must first be considered for another community use, before any other kind of development.

Paragraph 5.1.1 of the 2021 Plan defines social infrastructure to include community facilities run by "charitable trusts, the voluntary sector, community and faith groups".

None of this survives. The draft Plan still uses the words "social infrastructure". They appear in Policy MBUL1, Policy GLE1, Policy PV2 and Policy PV3. But the Plan never says

what the words mean. There is no entry in the glossary, and the definition at paragraph 5.1.1 has gone with the policy. So boroughs are told to plan for something the Plan does not define. There is no social infrastructure policy, and nowhere in the Plan is there a test to pass before a community facility is lost. Annex F covers public service infrastructure — health, schools, social care, libraries, policing. It does not reach places like ours.

The draft Plan knows how to protect things when it wants to. It sets a "no net loss" test for green space, Metropolitan Open Land, waste capacity, and cultural venues and pubs. Its own monitoring target, KPI 11, is "no net loss" of cultural venues and pubs. There is no equivalent for social infrastructure or for everyday local services. So the Plan would not even count what happened to us.

KPI 11 also only counts losses "as part of approved referable developments". Our launderette was not closed by a planning application. It was closed by a rent demand. The Plan's monitoring cannot see that at all.

Why a lease is not a substitute for a policy

We ask the Inspectors to look closely at what our council was able to give us, because it shows why planning policy is needed.

The Cabinet decision of 24 March 2026 adds 28 Calvert Avenue to the Community Premises Portfolio "on a temporary and personal basis until such time as BECL ceases to provide not-for-profit launderette services or vacates the property".

So the protection belongs to us, not to the premises. It is temporary. It is personal. If our small volunteer-run company ever folds, the shop returns to the council's retail portfolio at market rent, and the estate loses its launderette for good.

Lease terms also carry commercial risk that a volunteer committee is poorly placed to hold. The terms proposed to us in July 2023 provided that if the shop were found closed on any weekday, or if quarterly accounts were not filed with the council, the rent would revert to open market. A small voluntary organisation would have been three weeks of paperwork away from a rent it could never pay.

A lease concession can protect one operator for as long as that operator survives, and only while it keeps up with its landlord's administration. Only a land use policy can protect the use itself.

What that list is worth, measured on one evening

At the same Cabinet meeting on 24 March 2026, our council decided two community premises cases, one after the other.

Item 6.1 was a city farm. It was granted a 30-year lease, inside the protection of the Landlord and Tenant Act 1954.

Item 6.3 was a boxing club. It was offered a **15-year lease**, **within** the protection of the Landlord and Tenant Act 1954, with rent relief of up to 80%.

Item 6.2 was our launderette. Standard community lease terms are 3 to 5 years and, in the council's words, "outside of the 1954 Act". Our rent relief lasts five years at most and is reviewed every year. The designation itself is temporary, personal and non-transferable, and it ends when our company does.

Same council. Same meeting. Same goodwill. The other two still held the security of tenure that we lost when a letter reached our shop on a Saturday morning and nobody opened it. That is the point we want the Inspectors to take. Protection that can be lost that way is not a substitute for a designation on a policies map.

This is the practical difference, and we ask the Inspectors to weigh it. A lease depends on a volunteer committee answering the right envelope within the right six months. A designation on a policies map does not. It is public, it is visible to everyone, it is tested at examination, and it cannot be lost in the post.

The draft Plan contains no such designation for a community launderette.

There is no category for what we are

This is the part we most want the Inspectors to see, because it is the root of the problem, and it is not our opinion. It is in our council's own report.

To be added to the Community Premises Portfolio, premises must meet three criteria. Criterion 2 requires them to "be different in nature from premises where the council would expect to generate a commercial income **such as shops**, railway arches, office facilities, and parking/garaging facilities".

The report's assessment is blunt: "Criterion 1 is partly met, criterion 2 is not met, criterion 3 is met."

Criterion 2 is not met because we are a shop. A community use that needs a shopfront is excluded from community premises treatment by definition. That is why our case could not be settled by officers under delegated powers, and had to go to the Mayor in Cabinet as an "exceptional circumstance".

The draft London Plan is built the same way. Community premises sit in one box. Retail frontage sits in another. There is no box for a community use in a shop. We fell down the gap between the two, and it took a decision of the Mayor in Cabinet to lift us out of it.

Our own borough has asked for this to be fixed. Objective 4 of the Tower Hamlets Voluntary and Community Sector Strategy 2025-2029 commits the council to improving access to affordable premises "by **changing planning and community premises policies** to increase community space in new developments".

A London borough has formally committed to changing planning policy to protect community space. The Mayor's draft Plan moves in the opposite direction.

Modification. Insert a new policy that reinstates Policy S1 Parts A, F and G of the London Plan 2021. Define social infrastructure, and include within it community premises and essential local services. Amend KPI 11 to read "Net loss of cultural venues, pubs, social infrastructure and essential local services", and monitor loss by any cause, not only through referable developments.

Statement 2 — Policy GLE7 Affordable workspace

Policy GLE7 is not effective and not justified. Its trigger excludes the premises that are actually being lost, and its idea of affordability would not have saved us.

Two problems.

First, the trigger is the wrong shape. Read the "Applies to" line. The policy only bites on development that includes offices, research and development, light industrial (Class E(g)), data centres, or B8 warehousing. Our shop is in Use Class E, but it is not in Class E(g). A housing scheme with shops underneath triggers nothing at all.

Part C(3) accepts that affordable workspace can be shops, health uses, creches and community uses. So the Plan agrees these uses need help with rent. It then gives no way to get that help, unless somebody happens to build an office, a data centre or a warehouse nearby.

Policy E3 of the 2021 Plan did this better. Its Part B(2) was triggered by **cost pressure in an area**, and it named "the City Fringe around the CAZ" as the example. The Boundary Estate is in the City Fringe. That trigger has been deleted and replaced with a list of building types.

Second, "a discount on market rent" does not work here. Paragraph 4.63 defines affordable workspace as rent "below the market rate". Part C(5) asks for "the expected average discount to prevailing market rents". We were offered exactly that, and we can tell the Inspectors what it looked like.

£12,000 a year, put to us as about 50% of market value. That is six times the rent we were paying, and 18% of everything it costs us to operate. The same schedule also asked for 25% of our net profit. We are a not-for-profit: every surplus we make goes back into the service or into the estate. A rent set as a discount on market value, with a quarter of the surplus taken on top, is not affordable workspace in any sense a community organisation would recognise.

Our council has put the same conclusion on the public record. Its Cabinet report of 24 March 2026 records, in its reasons for the decision, that our premises sit in the housing revenue account retail portfolio "and therefore a market rent for retail use is applicable", and that "BECL cannot afford a retail market rent and therefore would be unable to continue with their affordable, below market cost laundry services".

That is a local authority formally recording that market retail rent is incompatible with this use. The draft Plan has no concept of affordability other than a discount from that same market rent. The benchmark is the flaw. Where market rents are set by Redchurch Street, half of market is still far beyond a not-for-profit serving a low-income estate. Affordability has to be measured against what the end user can pay.

Modification.

- In "Applies to", **insert**: "and development that includes or displaces premises occupied by a charity, voluntary or community organisation or social enterprise."
- In Part C, **insert** a new trigger: "areas where cost pressures could lead to the loss of low-cost premises for small businesses, community organisations and social enterprises."
- In Part C(5), **replace** "the expected average discount to prevailing market rents" with "the rent that is affordable to the intended end user, assessed against that end user's turnover, and not only as a discount to prevailing market rents."
- In Part E, **insert**: "Premises let below market rent to a community organisation or social enterprise are existing affordable workspace, whether or not this was secured by planning obligation."

Statement 3 — Policy PV3 Town centres and high streets

Policy PV3 is not positively prepared and not effective. It protects the shopfront but not the service behind it.

Part A(4) asks for "active ground floor frontages for town centre uses". A coffee shop paying Redchurch Street rents meets that test just as well as we do. The Plan is satisfied as long as the window looks busy. It does not care whether anyone on the estate can wash their clothes.

Policy E9 Part C(3) of the 2021 Plan did care. It told boroughs to "prevent the loss of retail and related facilities that provide essential convenience and specialist shopping". There is no successor to that sentence anywhere in the draft Plan. Policy E9 Part B(3) also told boroughs to "secure affordable commercial and shop units" where local need was shown. That has gone too.

What the draft keeps is the opposite half. Part B(3)(iv) invites boroughs to "consolidate (reduce)" high street frontages.

Part B(5) shows the imbalance plainly. The Plan lists uses that boroughs should resist: betting shops, adult gaming centres, pawnbrokers, payday loan shops, hot food takeaways. There is no matching list of uses that boroughs should keep.

Part D is the part that should reach us, and it is the weakest wording in the chapter. Boroughs should designate neighbourhood and local centres — but in doing so they need

only "have regard to the potential to" improve access to shops and services. Calvert Avenue is not a designated centre. So almost none of PV3 reaches our parade at all.

Meanwhile Annex B, the definition of local and neighbourhood centres, describes local and neighbourhood centres as serving a local area with "sub-post offices, pharmacies and laundrettes for example". That is the only time the word appears in 168 pages. The Plan names us as the proof that a neighbourhood is working, and then leaves us out of every policy that could keep us there.

Modification.

- In Part A, **insert** a new strategic principle: "Identify essential local services and prevent their loss. Essential local services include launderettes, pharmacies, post offices, food shops and community premises."
- In Part B, **insert**: "Where justified by evidence of local need, policies should secure affordable commercial and shop units."
- In Part B(3)(iv), **insert** at the end: "provided this does not cause the loss of an essential local service."
- In Part D, **replace** "should have regard to the potential to" with "should".

Statement 4 — Policy GLE1 Sufficient and appropriate employment space

Policy GLE1 is not effective. It leaves everyday local services off the list of uses that planning can protect, and so leaves them to private contract.

Paragraph 4.14 tells boroughs they "should only limit this flexibility through planning conditions where there are sound planning reasons". The flexibility it means is free movement between Class E uses — the flexibility by which a launderette becomes a café.

The paragraph then lists what a condition may safeguard: health uses, indoor sport and recreation, and creative workspace. Everyday local services are not on the list. Part E is permissive throughout — conditions "may be used".

We want to be precise about our own case, because it shows what this costs. Our landlord was perfectly willing to control the use. The lease it proposed in July 2023 says "User: as a laundrette only", and allows assignment only to "a similar Community laundrette tenant". Use control was never the obstacle. The rent was.

But that use restriction was a private contract term for five years, not a planning protection. It is renegotiable at every renewal. It binds nobody if the premises change hands. It appears on no policies map, and no inspector or councillor will ever test it. Planning policy is what makes a use restriction durable, public and reviewable. For a launderette, the draft Plan declines to provide one.

Compare this with how the draft treats other valued uses. A pub has its own test in Policy GLE4: it may only be lost where there is "no realistic prospect" of continued use, proved by marketing evidence. Cultural facilities get continuity of use and a right of first refusal for the existing operator under paragraph 4.55. A pub is harder to lose under this Plan than the only launderette serving 600 homes.

Part F applies only where a **development** displaces a business. It does not apply to a rent review. It is also heavily qualified — re-provision only "where feasible and appropriate".

The one tool the Plan does offer does not work

Twice — at paragraph 4.46 for pubs and 4.54 for cultural facilities — the draft suggests boroughs "may also wish to consider" nominating premises as an Asset of Community Value. We looked at this and concluded it could not help us.

An ACV listing only bites on a "relevant disposal" by the owner: a freehold sale, or the grant or assignment of a long lease. We hold a short lease on a shop in a council-owned parade below council flats. No disposal was ever going to happen. Our risk was the rent, and an ACV listing does nothing about rent.

So the Plan's only community safeguard cannot operate in the most common situation for community uses in inner London: a short lease in a landlord's parade. That is an effectiveness failure, and we offer our own experience as the evidence.

Modification.

- In paragraph 4.14, **insert** "essential local services and community premises" into the list of uses that conditions may safeguard.
- In Part E, **replace** "may be used" with "should be used".
- In Part F, **insert** "community organisations and social enterprises" after "small and independent business uses", and **delete** "where feasible and appropriate".

Statement 5 — Policy PV1 Brownfield First Opportunity Areas, and Annex E

Policy PV1 and the City Fringe / Tech City growth vision in Annex E are not positively prepared. The vision for our own area leaves out the people who already live there.

The Boundary Estate sits inside the City Fringe / Tech City Opportunity Area. The vision in Annex E sets out 11,000 homes and 75,300 jobs. It names Bishopsgate Goods Yard as a scheme to build on. It talks about heritage assets and public realm. It supports affordable workspace and cultural infrastructure — for the creative and fashion sectors.

It says nothing about the estates inside the boundary, or the existing shops and services their residents use. The rent pressure created by schemes of this scale is exactly what closed our launderette. Our premises were valued against Shoreditch High Street. The

Plan's own growth vision helps produce those values and then takes no responsibility for the consequences.

Modification.

- In Policy PV1, **insert**: "Growth visions for Brownfield First Opportunity Areas should identify existing community premises and essential local services at risk from rising rents, and set out how they will be retained."
- In the City Fringe / Tech City vision in Annex E, **insert** a reference to the existing residential communities within the boundary, including the Boundary Estate, and to retaining the local services they rely on.

Statement 6 — Policy HN8 Housing design

Policy HN8 is not positively prepared. A plan for London's homes should not be silent about drying laundry.

We searched the draft Plan. The word "laundry" does not appear. Neither does "washing machine". Neither does "damp", "mould", or "overcrowding". Clothes drying appears once, in Part B of HN8: "Where feasible provide space for clothes drying." It is conditional, and it is about private outdoor space.

Our estate was built in 1900 with a purpose-built communal laundry and public baths on Montclare Street. When the flats were modernised in the 1960s, the Greater London Council installed drying rooms, because there was nowhere to dry washing inside or outside the flats. Those rooms closed when families outgrew them. That is why residents set the launderette up in 1992.

This is not nostalgia, and it is not only our view.

Our council's Housing Strategy 2025-2035 commits it to complying with Awaab's Law and the revised Decent Homes Standard, and to investing **£140 million over five years** to improve council homes and tackle damp and mould. Its Cabinet report then says this, at paragraph 3.37:

> "Initiatives like the Boundary Estate Community Launderette directly and specifically support the reduction of damp and mould by providing local and affordable washing and drying facilities and in promoting Council campaigns around damp and mould prevention."

So a London borough is spending £140 million on damp and mould, and names a 452 square foot launderette as part of its answer. The Mayor's Plan for London's homes does not contain either word.

Our residents say the same thing. One wrote: "The Launderette is vital for reducing mould in our homes. ... Mould is a danger to our elderly and those with respiratory issues." Another: "I have 4 flatmates and no outside space to dry our clothes." Sian Berry MP told

BBC Radio London that one in thirteen people in poorer areas have no access to a washing machine.

The 1890s London County Council understood that homes need somewhere to wash and dry clothes. The 2026 draft Plan has lost that understanding.

Modification.

- In Part B, **replace** "Where feasible provide space for clothes drying" with "Provide space for clothes drying."
- **Insert** a new part: "Major residential development and estate renewal should provide communal laundry and drying facilities where individual homes cannot reasonably accommodate them."

Equalities

We ask the Inspectors to consider the Public Sector Equality Duty. The people who depend on our launderette include disabled and housebound residents, elderly residents, large extended families in overcrowded flats, single parents, and students. One of our users wrote: "I am a disabled person ...I do not leave my house for anything apart from going to doctor appointments, shopping, or for the laundry of my clothes."

Our council treated this as an equalities matter, and did the assessment. Its Cabinet report records that the launderette "would positively address inequality and poverty by reducing cost and access barriers for households with low incomes, single-parent families, and residents in overcrowded or poor-quality housing". It finds that the service "mitigates time poverty — particularly for women and carers who disproportionately shoulder domestic responsibilities", and that it matters for "residents with disabilities and older people, for whom accessible, proximate facilities lessen mobility and transport barriers".

A London borough carried out an equalities assessment to settle the rent on one 452 square foot shop. The Mayor's Plan for the whole of London requires one in a single instance — paragraph 4.56, for cultural facilities. There is no such requirement where the loss of a local service would fall on people with protected characteristics.

Modification. Insert a requirement for an Equalities Impact Assessment where development or a change of use would cause the loss of an essential local service or community premises.

Evidence

Items 1 to 8 are attached as a single combined file, *Evidence items 1 to 8*, with a contents page giving the page range for each.

1. *Boundary Estate Community Launderette: Social Value Report*, Lea Chehabeddine and Dr Alessio Kolioulis, Bartlett Development Planning Unit, University College London, August 2025. SROI of £13.56 per £1; net annual social value £902,240; annual operating cost £66,512.40. **Attached.**
2. *Boundary Estate Community Launderette*, UCL Civic Design, May 2026. Closure, campaign and lease timeline. **Attached.**
3. **Section 25 notice and schedule of proposed terms**, London Borough of Tower Hamlets to The Boundary Estate Laundry Company Limited, 6 July 2023, terminating the tenancy on 13 January 2024. **Attached.**
4. **Royal Mail proof of delivery** for the section 25 notice, tracking number NL166136338GB — matching the barcode on the council's covering letter. Delivered 10:00, Saturday 8 July 2023; signature box reads "Delivered"; recipient recorded as the address, not a person. **Attached.**
5. London Borough of Tower Hamlets, **Cabinet report, 24 March 2026, agenda item 6.2** — *Boundary Estate Community Launderette: addition to Community Premises Portfolio*. We rely on paragraphs 1.2, 1.3, 3.2, 3.3, 3.10, 3.12, 3.21, 3.27, 3.28, 3.29, 3.34, 3.37, 4.2 and 6.2. **Attached.**
6. London Borough of Tower Hamlets, **Cabinet decisions, 24 March 2026**, items 6.1, 6.2 and 6.3. **Attached.**
7. Save Our Launderette petition, 2024. Over 2,500 signatures in two weeks, with resident testimonies. **Attached.**
8. Community response to Tower Hamlets Council, March 2024. **Attached.**
9. The rent figures: legacy rent £2,000 a year; proposed on renewal £12,000 a year plus 25% of net profit, put to us as about 50% of market value; commercial rent estimated by the council at £22,000; community rent £6,328; rent payable after an 80% reduction £1,266 — a shortfall of £734 against the legacy rent.
10. The London Plan 2021, Policy S1, Policy E3 and Policy E9.
11. *Just Space Alternative London Plan for a Caring City*, 2026.
12. Boundary Estate Community Launderette Archive, November 2024. Available on request.
13. Boundary Tenants and Residents Association: https://boundary.estate/laundry

Request to be invited to the Examination in Public

Both organisations ask to be invited to the Examination in Public, and to appear as separate participants. Our named representatives are the two signatories below.

We want to explain the changes we are asking for, and to answer other participants. We can describe what happens on the ground when a community facility loses its premises, and what it costs to get them back. We do not believe this experience is represented anywhere else in the evidence before the Inspectors.

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Boundary Estate Community Launderette - https://boundary.estate/laundry