

## Japanese Knotweed and the Law

Japanese knotweed is an invasive, non-native plant which dies back in the winter but grows up to 2 metres or more in height by the early summer. It stifles other plants and is very difficult to eradicate.

### Powers of Statutory Bodies

Under the Infrastructure Act 2015, **species control agreements** can be made between environmental authorities and land owners in relation to an invasive non-native species of animal or plant. Invasive means that if uncontrolled the species would be likely to have a significant adverse impact on biodiversity, other environmental interests, or social or economic interests.

Under a species control agreement, the parties agree measures to control the species and will specify what is to be done by whom and when.

If a species control agreement is broken, or the land owner refuses or fails to enter into one when asked, a **species control order** may be made by an environmental authority to achieve the same results. Criminal penalties may result if the order is not complied with.

Other statutory provisions which could be used are Section 215 of the Town and Country Planning Act which allows the local authority to serve a **notice** on a land owner and to remedy the condition of his land if the amenity of land or adjacent land in the local authority area is adversely affected.

Also under the Antisocial Behaviour, Crime and Policing Act 2014, a **community protection notice** can be served on someone whose unreasonable conduct is having a detrimental effect on the quality of life of those in the locality.

### Sale of Land

When buying land, residential or commercial, a buyer will wish to know whether the land is affected by Japanese Knotweed. In the latest edition of the property information form TA6, used in most domestic purchases and sales, there is a specific question asking exactly that. The seller must answer whether the land is “affected” and this of course does not refer only to Japanese Knotweed on the land being sold, but can also include neighbouring land. The seller can answer “yes”, “no”, or “not known” but unless this is made very clear to the buyer, the seller will be expected to have made reasonable enquiry and must in any case not mislead the buyer.

Some mortgage lenders have specific requirements about what is to be done if Japanese Knotweed is present and these must be addressed before the mortgage money is requested.

For further information please see Infrastructure Act 2015, Town and Country Planning Act 1990, Antisocial Behaviour, Crime and Policing Act 2004. Please also feel free to contact Alison Fielden.

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