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## Appeals Decision

Inquiry held on 11 and 12 June 2025

Site visits made on 10 and 11 June 2025

**by Grahame J Kean BA (Hons), Solicitor (HRA), MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 9 July 2025

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**Appeal A Ref: APP/Q5300/C/25/3359595**

**Appeal B Ref: APP/Q5300/C/25/3359735**

**All that Land known as Police Station, 25 Chase Side, LONDON, N14 5BW**

- The appeals are made under section 174 of the Town and Country Planning Act 1990 (as amended) against an enforcement notice issued by the Council of the London Borough of Enfield.
  - Appeal A is made by DN Property London Ltd.
  - Appeal B is made by Mr Ali Reza Abazari.
  - The notice was issued on 13 December 2024.
  - The breach of planning control as alleged in the notice is: without planning permission, the unauthorised Change of use from a Police Station (Sui Generis) to a 65-room hostel (Sui Generis) including associated refuse/recycling and cycle parking provisions. (As shown edged in blue on the attached plan).
  - The requirements of the notice are:
    - 5.1 Cease the use of the Premises as a Hostel.
    - 5.2 Remove all beds and bedding in each bedroom.
    - 5.3 Remove all cooking facilities and white goods all bar one of each in the kitchen [sic] areas.
    - 5.4 Remove all locks from each bedroom.
    - 5.5 Remove and all other furniture and ancillary facilities [sic] within the building and courtyard area associated with the unauthorised use as a Hostel.
    - 5.6 Remove all resulting materials from the Premises.
  - The period for compliance with the requirements is: three (3) calendar months after this Notice takes effect.
  - Appeal A and Appeal B are proceeding on the grounds set out in section 174(2)(b), (f), (g) of the Town and Country Planning Act 1990 (as amended).
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### Formal Decision

The enforcement notice is corrected and varied as follows:

- the breach of planning control as alleged in the notice is deleted and replaced with the following:

“without planning permission, the unauthorised material change of use from a police station (sui generis) to residential use including associated refuse/recycling and cycle parking provision as shown edged in blue on the attached plan.”
- the requirements of the notice are deleted and replaced with the following:
  - “5.1 cease the use of the Premises for residential purposes;
  - 5.2 remove all beds and bedding throughout the Premises;
  - 5.3 remove from the Premises all cooking facilities and white goods;

5.4 remove all locks from each bedroom identified on the Fire Alarm Zone plan annexed to this notice as well as all other rooms being used as a bedroom; and

5.5 remove from the Premises all rubbish, building materials and debris resulting from compliance with the above steps.”

- the period for compliance of 3 calendar months is deleted and replaced with the period of “10 calendar months”.
- the Fire Alarm Zone plan is annexed to the notice.

Subject to these corrections and variations the appeals are dismissed and the enforcement notice is upheld.

### **Procedural matter**

1. I made an unaccompanied visit to the appeal site on 10 June, viewing the premises externally at Chase Side including the general environs of the appeal site. I then made an accompanied site visit inside the building on 11 June.

### **Background and preliminary matters**

2. The appeal site, No 25 Chase Side is the former Southgate Police Station, located on the southern side of Chase Side in close proximity to the junction with Southgate Circus. Crown Lane abuts the site to the south. No 25 Chase Side is a mid-terrace, four-storey building with basement, in the town centre of Southgate. The building was used as a police station with an open front desk until 2013. The premises were vacated in 2021. The most recent lawful use of the appeal site is a police station (*sui generis*).
3. It was false and misleading of the appellants to state in the facts and grounds document that the property “*operates as a licensed HMO*” because it emerged as common ground that the premises were neither at the time of the inquiry nor before the notice was issued, licensed in any way as a house in multiple occupation (HMO) or for that matter a hostel. Failure to obtain a required HMO license can lead to fines, rent repayment orders, and even the loss of control of property. Owners have a responsibility to obtain an HMO licence as soon as it is occupied as such. Letting a licensable HMO without a licence may be an offence and could result in unlimited fines whilst obtaining a license may still mean that rent repayment orders could be made in favour of the tenant or tenants concerned, for periods they occupied the property prior to the eventual grant of a license.
4. An application to have the premises licensed as an HMO was made to the Council on 14 October 2024. Although no license had been granted, I was told that a licence would shortly be issued to operate the premises as an HMO for about 40 persons. That does not mean that, given its lawful use as a police station, planning permission would not be required to operate the premises lawfully as an HMO.
5. The records of accommodation and associated occupation agreements were presented to me in a haphazard way. I was given an agreed revised schedule of accommodation during the inquiry, that purported to represent the current state of occupation of the premises but that is not entirely accurate because I found on my site inspection an additional occupant using a storeroom as a bedroom, as described below.

6. The accommodation schedule indicates there are currently some 36 occupants and the FZP clearly shows 65 units of accommodation comprising 11 (ground floor), 21 (1<sup>st</sup> floor), 17 (2<sup>nd</sup> floor) and 15 (3<sup>rd</sup> floor). The most suitable plan to correlate the room numbers given in the schedule to actual rooms, was the Fire Zone Plan (FZP) submitted the day before the inquiry.
7. However, there are storerooms at the end of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors. On my site inspection I discovered that a storage room next to Room 217 (marked “storage room” on the front and which was locked when I first tried it) was clearly being used as a bedroom by the partner of the occupant of Room 217. This arrangement was known to the managing agents, and I was told that the occupant of room 217 had been given free use of this adjacent storeroom.
8. The purpose of fire zone plans should be well known. They are displayed on the premises and inform those who need to know, of a building's layout and key elements such as exits, stairs, and corridors. They are crucial for swift and effective emergency response to aid building occupants and first responders in locating fires and navigating evacuation routes. If a fire were to break out in the appeal premises and emergency services had to evacuate all occupants, there is a high risk that rooms labelled storerooms with no apparent indication that they were being occupied residentially, would be missed, with tragic consequences.
9. As to the planning history of the site involving the same appellant Mr David Nourani, who is understood to have acquired the appeal property through his company DN Property London Limited in 2022, an application was made in 2023 for “prior approval” for change of use of the building from office space to 17 self-contained residential units. The Council's refusal was upheld on appeal by another planning inspector on 3 July 2024<sup>1</sup> as there was no evidence that the site had a lawful use as offices in the first place. It was claimed that the building had been divided into offices after being sold with vacant possession. It was mainly vacant when the Inspector visited in June 2024, but clearly had no operational office use.
10. Because it was claimed that permitted development rights existed to convert an office use to a residential use (a mix of single occupant, 1 bed 2 person, and 2 bed 3 person units) and because there was in fact no office use (despite the claim to the contrary) the planning merits of the scheme, which would factually have provided a less intensive and more self-contained use of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of the premises than the present unauthorised use, were not considered.
11. An application was then made for permission for a change of use to 65 units of residential accommodation (a “65 room hostel”) but this was also refused on 3 September 2024. On the application form the agent at the time declared that a Mr Zain of Zain Management Services Limited was the sole owner of the application site but there appears to be no evidence of this and the relationship, if any of this company to the appellant is unclear. The form also said that the work or change of use had not commenced, however officers reported that ward members had claimed that works had started without the approval of the Council.
12. No appeal was made against refusal of the 65 room hostel application, but the development was still carried out which, it is undisputed, is unauthorised. As a result, the enforcement notice was served by the Council on Mr Nourani/his company and his current managing agent, which resulted in these appeals.

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<sup>1</sup> Ref APP/Q5300/W/24/3337579

13. The current managing agent Elite Estate Agency (Elite) took over management of the building in December 2024. There were already 32 existing residents on “lodger licences” when Elite took over and new tenants moved in during December 2024, agreeing to stay for a minimum of 6 months, after which a 1 month notice period purported to apply. Tenants are responsible for paying their own rent, monthly in advance. A site office operated by the agent is located by the reception area on the ground floor and is open during working hours to deal with the tenants.
14. Elite’s director, Mr Aberzari told me that it was the decision of the planning agent, SAM planning and the owner to describe the use of the premises as a large HMO to be occupied by longer term residents on formal rental agreements. It seems to me that nothing would have been done without the consent of Mr Nourani as the person with control of the appellant company, and the owner of the property, the rental income being paid via the agency into their client account. How influential SAM planning was in the process is uncertain. They did not appear at the inquiry.
15. For the record, Mr Aberzari and his assistant manager made reference to an intermediate leaseholder with an apparent interest in the premises, Q and A Property Ltd. They were coy about going into details, so it is unclear what role (if any) that company has in providing accommodation at the premises or benefiting therefrom. Its existence appears not to be relevant to these appeal decisions.

### **The appeals on ground (b)**

16. An appeal on this ground is that the matters alleged in the description of the breach of planning control in the notice, have not taken place as a matter of fact.
17. It is common ground that the use of the word hostel in the notice is not a term of art but a factual description of the use of the premises. Indeed, there is no planning definition of a hostel or any universally accepted definition. Common definitions include that it provides overnight or short-term accommodation which may be supervised, where people stay with a limited budget. Hostels may provide board, but some may provide self-catering facilities. Some hostels may be more akin to an hotel use within the Use Class C1 of the Use Classes Order (UCO).
18. For planning purposes (see Class C4 of UCO) an HMO generally has the same meaning as in s254 Housing Act 1954 (HA2004). Class C4 creates a class of “use of a dwellinghouse by not more than six residents as a ‘house in multiple occupation’” but an HMO is classified as “sui generis”, ie outside a given class in the UCO, when it houses 7 or more unrelated individuals who share basic amenities like a kitchen or bathroom. In general terms an HMO whether large or small, is a property occupied by more than one household and more than two people who share one or more basic amenities (s254). The appellants rely on the statutory definition in s254, stating that the accommodation meets that definition as well as the “converted building” test.
19. I disagree with the submission of the Council that in framing the notice it was entitled to rely on the previous description of the use as a hostel (a description used for these premises by the owner when applying for the 65-bed hostel). For one thing, the application was not to retain development already carried out. Secondly, in any case one expects that any local planning authority would do its own due diligence, establishing what the actual use is on the ground before a notice is issued, especially if there is a period of any substance between when it last understood what was the use, and when it was intended to issue the notice.

20. Much time at the inquiry was taken up with allegedly material differences between a hostel and an HMO, but the Council did accept in its statement that there was a material change of use from a police station to “*a form of accommodation which may reasonably be described as either a hostel or an HMO*”.
21. I had circulated a note to the parties before the inquiry began, stating that as there was no appeal on ground (c) it was accepted that a material change of use had taken place even if the factual matters alleged might be a hostel use and not a HMO use. I said that I retained an open mind but queried what the point was of an appeal on ground (b), given that both uses are clearly forms of residential use and that in either case it would be unauthorised development. I suggested that no injustice to the parties would be caused if I amended the allegation to a material change of use of the premises to residential use. As there were no planning merits to be considered it did not appear to matter whether the requirements of the notice should be looked on as a reversal of an HMO use or use as a hostel.
22. The Council accepted that the notice could be amended to refer to a material change of use for residential purposes. The appellants considered, in opening, that prejudice would result to them if the notice were so altered because, they say, if they knew the notice would be amended in this way, they would have made an appeal on ground (a) but have now lost that opportunity. In closing, it was also said that a planning application was to be made for an HMO and therefore to amend the notice as suggested would prejudice the outcome of such an application.
23. Firstly, there is no reason why the appellants should not have appealed on the planning merits of the residential use as it existed at the time of issue of the notice. No evidence was led that substantiated the appellants’ position regarding prejudice. Secondly, as I am not dealing with the merits of any deemed application for residential use of the appeal site, there can be no possible injustice to the appellants in my amending the notice since they are free to apply for whatever form of residential use they think fit, and have the merits objectively assessed by the Council and if necessary, on appeal.
24. There was a change in approach when the current agent took over. Mr Abazari told me he was conversant with the procedures for confirming the “right to rent”, which is the procedure requiring landlords and letting agents to check immigration status for adults who will be living in a property before a tenancy agreement is signed. I note that one witness statement was from an Iranian individual who found his room in the appeal premises after being told by the Home Office that he needed to find his own accommodation. He had commenced occupation from January 2025 but as I have noted, there were already 32 existing residents on “*lodger licences*” when Elite took over the management. The evidence suggests that the premises were used previously as more of a hostel-type accommodation for emergency housing including asylum seekers and so forth. Thus, it seems the premises housed tenants placed by homelessness teams from other London boroughs. Referrals were apparently made to house vulnerable people in the building, but it was uncertain what checks they made as to the licensing of the building beforehand.
25. A “*lodger licence*” suggests to me that an occupant might not have exclusive possession of their own room such that they could be required to move to another at the behest of the owner. Nonetheless, despite the HMO licence application only being made in October 2024, on the appellant’s own admission it can be seen

from the revised accommodation schedule and tenancy agreements supplied, that many persons have occupied the premises as an HMO before that date. Moreover, exclusive possession of at least one's own room is normally but not always a characteristic of a HMO and this was confirmed in the agreements supplied. However, due to the lack of a single unifying definition for either entity, a hostel may have the characteristics of an HMO and vice versa. HMOs can be found in a variety of premises, such as shared houses, some self-contained flats and bedsits, and converted accommodation blocks such as the appeal premises.

26. The Council pointed to the definition of hostel in s622 Housing Act 1985 which includes the requirement that accommodation be "*otherwise than in separate and self-contained sets of premises*", saying that could not be the position that obtains here. An individual bedroom may not be separate and self-contained as regards facilities for daily existence but looked at in terms of occupation by several households within one self-contained building that could well be the position here.
27. I note s622 refers to a "*building in which*" such accommodation is provided, suggesting that there would have to be a further subdivision into sets of self-contained premises, but I heard no argument on the point. Ostensibly the appellant's claim is that the whole building comprises a HMO which I think is right, although some of the tenancy agreements in referring to numbers of households and shared facilities, suggest such a subdivision exists, probably in the form of an entire floor. However, as I saw, no floor was self-contained at least in the sense that people could still traverse the building through unlocked doors at the ends of the corridors. Therefore, for what it is worth, the test in s622 may well be met but an equally, if not more apt description in my view is that of a HMO.
28. I find from the evidence and from the submissions made by the parties, that the current use of the building is an HMO as defined in s254 Housing Act 2004, as claimed by the appellants. However, the target of the notice is clearly the substandard and inappropriate accommodation of the premises, whether they are a hostel or a HMO, as appears on the face of the notice citing reasons for its issue. No evidence was led to suggest that the policies referenced in the notice were geared more towards use of the one entity over the other. Clearly it is for the appellant to decide whether to make an appeal on the planning merits but it appears that the owner has chosen to rely solely on an alleged misdescription when he knows or should have known, being professionally advised as he was, that success on ground (b) does not automatically result in quashing of a notice if it can be amended without injustice to either party.
29. The appellants did not openly admit to the Council that they were converting the premises to residential accommodation, and furthermore it is my view that the changed description of the development from a hostel to an HMO appears to be a disingenuous attempt to have their appeals allowed on a technicality. It is noted that SAM planning agents did not appear at the inquiry or provide a proof of evidence substantiating its client's position on ground (b).
30. I have considered whether in the interests of certainty I should amend the notice to allege use as a HMO. In so doing no injustice would result to either party. However, the differences between the two entities for present purposes are immaterial. Amending the notice to refer to residential use would align more with its target and, going forward, would prevent any unauthorised residential use from

existing at the premises as well as future attempts to evade the consequences of the notice by using similar arguments about the niceties of types of residential use.

31. The appeals succeed to this extent but I shall correct the notice rather than quash it.

### **The appeals on ground (f)**

32. The appeals were submitted on ground (b) and ground (g), however at the inquiry the appellants requested to appeal also on ground (f) which I agreed to. However, of the evidence produced in support of this ground, in the absence of a ground (a) appeal, I am unable to consider the general planning considerations advanced by the appellants when there is no ground (a) appeal and the planning objection that the notice seeks to remedy cannot obviously be overcome thereby.
33. The appeal on ground (f) is that the steps required to comply with the requirements of the notice are excessive, and lesser steps would overcome the objections. It is essential to understand the purpose of the notice. Under s173(4) of the Act, its purpose is to: (a) remedy the breach of planning control that has occurred, or (b) to remedy any injury to amenity which has been caused by the breach. Reading the enforcement notice as a whole its purpose is to remedy the breach of planning control by requiring the residential use to cease, and fixtures and fittings associated with the unauthorised use to be removed from the premises.
34. Mr Abazari stated in evidence that there was no objection to removing the kitchens but that would take time. I deal with that matter in considering ground (g).
35. The appellant submitted that if the notice were upheld, requirement 5.5 to remove furniture and ancillary facilities associated with the unauthorised use should be removed on the grounds of uncertainty. Arguably there is some uncertainty in this requirement, but I note the absence of specific mention of refuse/recycling in the requirements whereas the allegation includes “*associated refuse/recycling and parking provision*” and yet it was not submitted that this was incapable of being included in “*ancillary facilities within the building and courtyard area*”. That said, I find it unnecessary given the other requirements, to maintain this requirement.
36. The appellants said that to require the removal of the door locks would be excessive as such features do not only facilitate the current use of the premises. As to the removal of the door locks, plainly those works must have been integral to or part and parcel of the making of the material change of use which involved the creation of separate residential units. No evidence was led as to whether some or all locks were present in connection with the pre-existing use or those now there could serve the pre-existing lawful use as a police station if the unauthorised use ceased. In any case the prospect of a resumption of such a use is remote. My discovery of another bedroom in what is supposed to be a storeroom makes it all the more necessary to ensure that all locks are removed to prevent residential use.
37. The parties also agreed between themselves that the requirement to remove resulting materials from the premises could be removed on the grounds of uncertainty. However, in this case, I will exercise powers of variation of the requirements to clarify that there should be removed from the premises all rubbish, building materials and debris resulting from taking the other steps in compliance.

38. There was some discussion as to whether the plan needed amendment but that is not necessary given that the allegation and requirements all relate to the land edged blue as stated in the notice.
39. The appeals on ground (f) therefore succeed to this extent only.

#### **The appeals on ground (g)**

40. A compliance period of 12 months is sought to replace the period of 3 months as stated in the notice. This is said to be essential to ensure that tenants are relocated "*lawfully and responsibly*" without causing undue hardship.
41. In terms of exclusivity of possession and security of tenure (whether the accommodation is a hostel or an HMO) this depends on the exact terms of the occupation agreement and the surrounding circumstances. I read the agreements for the occupants carefully. They were poorly drafted but clearly there was an intention by the owner to demonstrate that assured shorthold tenancies had been granted to each of the occupants rather than licences to occupy a room. Some occupants were "holding over" after the initial period of 6 months had expired. In such cases a notice seeking possession within two months may be served, unless and until the proposed legislation abolishing these "no fault evictions" comes into force, which is unlikely to occur until at least October 2025. In any case, the owner is obliged by law to allow each initial 6 month period to elapse before seeking possession of any particular room on a no fault basis.
42. It was undisputed that persons occupied their rooms as their only residence. The reasons why these premises were the subject of enforcement action were that they had inadequately sized rooms, poor internal layouts, insufficient provision of communal amenity space, poor quality of outlook, insufficient natural light, and lacked safety and security measures, resulting in substandard accommodation incapable of meeting the reasonable needs of occupiers, including the needs of wheelchair users or those with mobility issues.
43. The rental payments for individual rooms, some of which I saw were very small indeed, range from a minimum of £500 up to £900 or £950 per month according to Mr Nourani's managing agent. There appear to be some 36-38 occupants currently residing in the premises and overall, there are some 65 rooms. Although the inquiry learned that the building now has the appropriate fire safety certification (Mr Nourani's agent said "*it cost me a fortune*") the other reasons for taking enforcement action were largely evident on my accompanied site inspection.
44. When deciding appeals on ground (g) I need to consider the potential impact on the health, housing needs and welfare of those affected by a breach of planning control where the Human Rights Act 1998 is engaged and having due regard to the public sector equality duty in Equality Act 2010 and whether the period for compliance is proportionate in human rights or equality terms. As is often the case where an enforcement notice is upheld for accommodation occupied by persons for whom it is their only residence, requiring in effect their eviction can cause great upheaval, distress, inconvenience, adverse effects on their financial well-being and of course homelessness.
45. It was encouraging to learn from Mr Aberzari that it was not intended to enter into any new occupation agreements. An enlightened approach to "*responsible and orderly*" relocation, as the appellants put it, might be to assess all practicable

means of advice and information that could be given to individual tenants to enable them to negotiate an orderly move to suitable alternative accommodation. This might include advising them of their rights as appropriate, including potential applications to the first tier tribunal for a rent repayment order for periods when the property has had no HMO licence, or making an appropriate settlement in lieu, but to make this a requirement of the notice would of course exceed my powers of variation by imposing a greater burden on the appellants than the notice requires.

46. In all likelihood there are several vulnerable individuals who have undergone considerable personal difficulties before obtaining their present accommodation which by objective planning standards is clearly inadequate, but which must seem to provide a very reasonable option compared with their previous circumstances, as exemplified by those who provided statements. Be that as it may, the adverse effects of the requirements of the notice must be weighed against the iniquity (in planning terms) of allowing sub-standard residential uses to continue one day longer than is necessary. The balance to strike is not an easy one.
47. The area is inhabited by a mixed and vibrant community, notably prevalent within it an Iranian population, some of whom were tenants in the appeal premises. A shared culture, language, and social support networks for the Iranian community in the wider area of the appeal site no doubt benefits the occupants, and it is reasonable to assume that for some, greater upheaval and distress would be caused if suitable alternative accommodation in this area could not be found.
48. For these reasons, a period of three months is wholly inadequate to enable orderly compliance with the requirements to cease all residential use of the premises whilst providing the occupants with a reasonable opportunity to obtain suitable alternative accommodation either through their own means or with the assistance of the local housing authority. The owner, Mr Nourani and his managing agents do have a duty to act diligently and timeously to comply with the notice. A period of ten calendar months would in my view afford adequate time formally to seek and obtain possession of all residentially occupied parts of the premises and to comply with other requirements of the notice, including removal of the kitchens which could take place on a phased basis. Such an extended period would enable the owner and agent to notify, as I believe they should, each occupant immediately of the position following this decision so as to facilitate the timely provision of alternative accommodation, and the provision of appropriate advice and assistance in conjunction with the Council as the local housing authority.
49. I shall vary the period for compliance accordingly and the ground (g) appeal succeeds to this extent only.

## **Conclusion**

50. For the reasons given above, I conclude that the appeals should succeed in a limited way on grounds (b) (f) and (g). I shall uphold the enforcement notice with corrections and variations.

*Grahame Kean*

INSPECTOR

## APPEARANCES

### FOR THE APPELLANT:

|            |         |              |
|------------|---------|--------------|
| Noemi Byrd | Counsel | 6 Pump Court |
|------------|---------|--------------|

### ***She called:***

|                  |                                        |
|------------------|----------------------------------------|
| Ali Reza Abazari | Director, Elite Estate Agency          |
| Nassim Bredy     | Assistant Manager, Elite Estate Agency |
| Wayne Deboo      | Occupier                               |
| Faisal Maladani  | Occupier                               |

### FOR THE LOCAL PLANNING AUTHORITY:

|                |         |              |
|----------------|---------|--------------|
| Giles Atkinson | Counsel | 6 Pump Court |
|----------------|---------|--------------|

### **He called:**

|                   |                                        |
|-------------------|----------------------------------------|
| Suzanne Armstrong | Principal Planning Enforcement Officer |
|-------------------|----------------------------------------|

### INTERESTED PARTIES:

|              |                                             |
|--------------|---------------------------------------------|
| Ralph Kley   | Concerned local resident                    |
| Howard Hally | Concerned local resident                    |
| Saba Jamali  | Local resident in support of the appellants |

# ANNEX – Fire Alarm Zone Plan referred to in the amended notice

