



Costs Decision

Inquiry held on 3 and 11 September 2025

Site visit made on 3 September 2025

by Andrew McGlone BSc MCD MRTPI

an Inspector appointed by the Secretary of State

Decision date: 13th October 2025

Costs application in relation to Appeal Ref: APP/F5540/X/25/3365277

The Firs Lodge, 289-291 Bath Road, Hounslow TW3 3DB

- The application is made under the Town and Country Planning Act 1990 (as amended) (the Act), sections 78, 320 and Schedule 6, and the Local Government Act 1972, section 250(5).
 - The application is made by Mrs Satinder Toor for a partial award of costs against the Council of the London Borough of Hounslow.
 - The inquiry was in connection with an appeal against the refusal to grant a certificate of lawful use or development (LDC) for a bed and breakfast (Firs Lodge).
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Decision

1. The application for an award of costs is allowed in the terms set out below.

The submissions for Mrs Satinder Toor and the Council of the London Borough of Hounslow (the applicant)

2. The application was made in writing. The Council's response was made in writing after the Inquiry closed. A written reply was submitted by the applicant, also after the Inquiry closed. Neither party made any points orally at the Inquiry.

Reasons

3. Parties in planning appeals normally meet their own expenses. However, the Planning Practice Guidance (PPG) advises that costs may be awarded against a party who has behaved unreasonably and thereby caused the party applying for costs to incur unnecessary or wasted expense in the appeal process.
4. The applicant refers to three examples of conduct from the PPG¹ that may justify an award of costs where a party has behaved unreasonably, and that behaviour has caused another party to incur unnecessary or wasted expense in the appeal process. These are withdrawal of any reason for refusal or reason for issuing an enforcement notice, failure to produce evidence to substantiate each reason for refusal on appeal and not determining similar cases in a consistent manner.
5. While the LDC submitted to the Council and determined on appeal relates to both 289 and 291 Bath Road, this application solely relates to No 289.
6. In 2011 the Council determined that the bed and breakfast use of No 289 was lawful². It was accepted by the Council at the Inquiry that there had been no material change of circumstances in the intervening period. The Council pointed to VAT documents and booking.com documents as to the reasons why a different stance had been taken when the LDC was refused.

¹ PPG, Paragraph: 047; Reference ID: 16-047-20140306.

² CD D3

7. However, these reasons do not stand up to scrutiny. Before the Inquiry, the Council said that the VAT documents were irrelevant, but conversely, they said those documents were now relevant at the Inquiry. In any event, it was not a matter in dispute that the applicant's business has traded at the appeal property across either relevant period, and that trading has taken place, and that the VAT documents are not, in themselves, decisive. The Council did not also explain why the booking.com documents were now determinative insofar as No 289 as they simply show the property traded in a manner that had previously been accepted in 2011. Hence, even though the Council was entitled to form a different judgement on matters, it did not clearly explain why it had taken a different decision in refusing the LDC in respect of No 289 compared to its decision in 2011.
8. In not reaching consistent decisions about the use of No 289, and refusing to grant the LDC, the applicant needed to appeal, and the applicant prepared for the Inquiry based on all eventualities despite Mr Tomlinson's Proof of Evidence suggesting that he considered there to be sufficient evidence to demonstrate the claimed use in No 289. This was because the Council did not contemplate or confirm that a certificate could be granted under section 193(4) of the Act for No 289. The Council only confirmed through my questioning at the Inquiry that in fact a certificate could be granted for No 289. That concession, while reflective of Mr Tomlinson's evidence, came after the Statement of Common Ground and the applicant's Proofs of Evidence had been prepared to address the Council's decision about No 289, and after the applicant had prepared for the Inquiry. Further, that point had not, up until Proofs of Evidence were exchanged, been communicated to the applicant. To wait until the Inquiry to accept that a certificate could be granted for part of the land concerned, in the absence of a material change in circumstances, was unreasonable behaviour. The Council did not promptly evaluate its case on appeal.
9. For these reasons, the Council's unreasonable behaviour caused the applicant to incur unnecessary and wasted costs in the appeal process. The appeal insofar as No 289 could have been avoided altogether, or the appeal could have been confined to No 291 at different stages in the process. The applicant has devoted time, money and resources to preparing its appeal, responding to matters during the appeal, and responding to matters at the Inquiry up until the Council accepted that a certificate could in fact be granted for No 289 under section 193(4) of the Act. Thus, I conclude that unreasonable behaviour resulting in unnecessary and wasted expense has occurred in respect of No 289. A partial award of costs is warranted.

Costs Order

10. In exercise of the powers under section 250(5) of the Local Government Act 1972 and Schedule 6 of the Town and Country Planning Act 1990 as amended, and all other enabling powers in that behalf, IT IS HEREBY ORDERED that the Council of the London Borough of Hounslow shall pay to Mrs Satinder Toor, the costs of the appeal proceedings described in the heading of this decision limited to those costs incurred in respect of No 289; such costs to be assessed in the Senior Courts Costs Office if not agreed.
11. The applicant is now invited to submit to the Council of the London Borough of Hounslow, to whom a copy of this decision has been sent, details of those costs with a view to reaching agreement as to the amount.

Andrew McGlone

INSPECTOR