
Appeal Decision

Site Visit made on 9 December 2025

by **J Whitfield BA(Hons) DipTP MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 15th January 2026

Appeal Ref: APP/Z5060/C/24/3336462

Land adjoining the White House, Whalebone Lane North, Romford RM6 5QT

- The appeal is made under section 174 of the Town and Country Planning Act 1990 (as amended) (the Act).
 - The appeal is made by Mr Daljeet Kular against an enforcement notice issued by the Council of the London Borough of Barking & Dagenham (the LPA).
 - The notice was issued on 7 December 2023.
 - The breach of planning control as alleged in the notice is, without planning permission, the unauthorised development and use of the rear outbuilding as self-contained units of accommodation or dwellings.
 - The requirements of the notice are to:
 - Cease the use of the outbuildings as self-contained units of accommodation or dwellings.
 - Remove all alterations and fixtures enabling the creation of the self-contained unit.
 - Remove all consequent waste material from the premises.
 - The period for compliance with the requirements is: 6 months.
 - The appeal is proceeding on the grounds set out in section 174(2)(d) and (g) of the Town and Country Planning Act 1990 (as amended).
-

Decision

1. It is directed that the enforcement notice is corrected by:
 - deleting the words, “the unauthorised development and use of the rear outbuilding as self-contained units of accommodation or dwellings” from Section 3 of the notice and their substitution with the words; “the material change of use of the outbuildings to self-contained dwellings”;
 - deleting the words, “units of accommodation or” from Section 5(1) of the notice;
 - deleting the words, “enabling the creation of the self-contained unit” from Section 5(2) of the notice and their substitution with the words “which have facilitated the material change of use of the outbuildings to self-contained dwellings”;
2. Subject to the corrections, the appeal is dismissed, and the enforcement notice is upheld.

The Enforcement Notice

3. Section 176(1) of the Act states that, on appeal, the Secretary of State may (a) correct any defect, error or misdescription in the enforcement notice; or, (b) vary the terms of the enforcement notice, if they are satisfied that the correction will not cause injustice to the appellant or the LPA.

4. The alleged breach of planning control set out in the notice contains misdescriptions and errors. Firstly, it is targeted against the “unauthorised development and use”. Development for the purposes of the Act is defined in Section 55(1) as the carrying out of operations or the making of any material change of use of any buildings or other land.
5. Since the notice does not mention building operations, and the requirements are framed to cease the use rather than remove the building, I am satisfied the notice seeks to remedy a breach of planning control comprising a material change of use.
6. Secondly, the notice alleges the use of the rear outbuilding, singular. However, the requirements are to cease the use of the outbuildings, plural. The evidence before me indicates that the alleged breach has occurred in two separate outbuildings. I will therefore correct the allegation to the plural.
7. Finally, the alleged breach refers to the use as self-contained units of accommodation or dwellings. Enforcement notices must be drafted with precision. The wording in the alternative lacks precision. It is clear from the evidence before me that the alleged breach comprises the material change of use of the outbuildings to self-contained dwellings. I will correct the notice accordingly, including the corresponding requirements in section 5 of the notice.
8. I am satisfied I can make all these corrections without injustice to the appellant or the LPA.

Appeal on ground (d)

9. An appeal on ground (d) is brought on the basis that, at the date when the notice was issued, no enforcement action could be taken in respect of any breach of planning control which may be constituted by those matters.
10. S171B of the Act sets out the relevant time limits for taking enforcement action. The time limits have recently been amended with transitional arrangements in place¹. In this instance, the relevant period is four years beginning with the date of the breach.
11. It is necessary, therefore, for the appellant to demonstrate, on the balance of probabilities, that the material change of use of the outbuildings to self-contained dwellings took place on or before 7 December 2019 and the use continued thereafter for four years without interruption.
12. There are two outbuildings at the appeal property. One contains what is described in evidence as Flat A. The other, contains what are described in evidence as Flats B – F.
13. The Statutory Declarations of the appellant dated 12 July 2023 all state that the properties contain separate bathrooms, fully functional kitchens, bedrooms and living space. I was able to see that was the case from my site visit. However, it is not enough for the properties to have been capable of use as separate dwellings for the relevant period, they must have actually been continually used as such for immunity to be achieved.

¹ Town and Country Planning Act 1990 as amended by Levelling-up and Regeneration Act 2023 (s115(1)(a)) and The Planning Act 2008(Commencement No.8) and Levelling-up and Regeneration Act 2023 (Commencement No.4 and Transitional Provisions) Regulations 2024 (Part 3(3)(b) and Part 3(5)(a)).

14. The appellant has provided six separate signed Statutory Declarations, each dated 12 July 2023, in which they state that “Flats A-F” have all been used as separate dwellings for more than four years. However, none of them state when the use of the outbuildings as separate dwellings began.
15. The statutory declarations do say that each of the properties have been rented only to single tenants during the entire period that they have managed the properties. Evidence said to demonstrate occupation has been provided in respect of each of the flats.

Flat A

16. In respect of “Flat A” a lease agreement dated 21 July 2015 is provided. The agreement refers to Flat A, White House Yard and is between the appellant and LongThorpe Investments Ltd. The agreement states the purpose is for the agreement of the appellant so that LongThorpe Investments Ltd may use Flat A for temporary housing accommodation. It states that the term of the lease is for three years commencing 21 July 2015 at a monthly rent of £1,100. An electrical installation report from 17 June 2015 is also provided, which cites the address of the installation as “Whitehouse Yard A” whilst a gas safety certificate also dated 17 June 2015 is provided for the same address.
17. Thereafter a lease agreement dated 22 January 2018 is provided which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent “Flat A” for £900 per month for three years for the purpose of temporary housing. Another electrical installation report is provided dated 5 February 2018 for “Flat A, White Barn”. Moreover, there is an energy performance certificate (EPC) for “Flat A, White House Yard” dated 13 February 2018 and a gas safety certificate for “Flat A” dated 24 January 2018.
18. There is a further lease agreement dated 15 January 2021 again between the appellant and ZFA Ltd for the rent of “Flat A” for the purposes of temporary accommodation for a rent of £900 per month. This is supported by a gas safety record dated 21 January 2021.
19. Nonetheless, none of that documentation is evidence in itself that the outbuilding was actually used as a self-contained dwelling at any of those points in time. The lease agreements are signed by companies who seek to house tenants, rather than being the tenants themselves. Moreover, the electrical and gas records indicate the appellant sought to ensure the outbuilding was habitable, but does not demonstrate the outbuilding was actually occupied.
20. To that end, the only contemporaneous evidence before me regarding actual occupation is a letter addressed to the tenant of “Flat A” which seeks to agree a disclaimer regarding pest control. The copy provided is signed on 28 November 2017 by a person described as a tenant. However, this does not provide sufficient evidence regarding the length of time that particular tenant occupied the property.
21. To that end, the evidence provided is insufficient to demonstrate, on the balance of probabilities, the occupation of “Flat A” for a continuous period of four years as a dwelling.

Flat B

22. In respect of “Flat B” a lease agreement dated 30 March 2016 is provided. The agreement refers to Flat B, White House Yard and is between the appellant and LongThorpe Investments Ltd. The agreement states the purpose is for the agreement of the appellant so that LongThorpe Investments Ltd may use Flat B for temporary housing accommodation. It states that the term of the lease is for three years commencing 30 March 2016 at a monthly rent of £800. A gas safety record for a boiler at “Flat B” is also provided dated 22 March 2016.
23. Thereafter a lease agreement dated 10 March 2017 is provided which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent Flat B for £850 per month for five years for the purpose of temporary housing.
24. An electrical installation report from 5 February 2018 is provided, which cites the address of the installation as “Flat B, White Barn, Whalebone Lane North”. There are no earlier electrical installation reports which cover the period from the start of the lease agreement on 10 March 2017 up until 5 February 2018. Similarly, an EPC is provided dated 15 February 2018 whilst a gas safety record for a boiler at the property dated 21 January 2018 is provided. Subsequent gas safety records are provided dated 19 January 2019, 16 January 2020, 21 January 2021 and 1 February 2022.
25. There is a further lease agreement dated 15 January 2021 again between the appellant and ZFA Ltd for the rent of Flat B for the purposes of temporary accommodation for a rent of £850 per month.
26. As with Flat A, none of that documentation is evidence in itself that the outbuilding was actually used as a self-contained dwelling at any of those points in time. The lease agreements are signed by companies who seek to house tenants, rather than being the tenants themselves. Moreover, the electrical and gas records indicate the appellant sought to ensure the property was habitable, but does not demonstrate that it was actually occupied.
27. To that end, there is very little evidence before me regarding actual occupation of “Flat B”. A letter dated at some time in August 2018 regarding fire risk assessments from ZGA Group is provided but the letter does not state to who it was addressed or on what date in August 2018 it was sent.
28. Overall, the evidence provided is insufficient to demonstrate, on the balance of probabilities, the occupation of “Flat B” as a dwelling for a continuous period of four years.

Flat C

29. In respect of “Flat C” a lease agreement dated 30 March 2016 is provided. The agreement refers to Flat C, White House Yard and is between the appellant and LongThorpe Investments Ltd. The agreement states the purpose is for the agreement of the appellant so that LongThorpe Investments Ltd may use “Flat C” for temporary housing accommodation. It states that the term of the lease is for three years commencing 30 March 2016 at a monthly rent of £800.
30. Thereafter a lease agreement dated 2 April 2017 is provided which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent Flat C for £850 per month for five years for the purpose of temporary housing. There is a further lease

agreement dated 16 January 2021 again between the appellant and ZFA Ltd for the rent of “Flat C” for the purposes of temporary accommodation for a rent of £850 per month.

31. An electrical installation report is provided which refers to “Flat C” and is dated 5 May 2022. An excerpt from the Government website of an EPC for “Flat C” is provided which shows that it has an EPC valid until 9 May 2032 with an assessment dated of 6 May 2022. A gas safety record for a boiler at “Flat C” is provided dated 22 March 2016. No subsequent records are provided. Whilst these all may demonstrate suitability of the property for use as a dwelling, they do not demonstrate it was actually used as such.
32. A letter regarding TV licensing is addressed to a Miss Say at Flat C, White House Yard dated September 2017. The letter confirms the occupant does not need a TV licence for the address. An image of a driving licence for that person is provided, albeit with a different spelling of their name. However, the driving licence contains a different address and thus does not assist. Envelopes containing a different name, addressed to “Flat C” are provided which appear to be post stamped 7 February 2017. However, the content of the letters therein is not provided.
33. Overall, these letters provide only a snapshot in time and are insufficient to demonstrate, on the balance of probabilities, occupation of “Flat C” as a dwelling for a continuous period of four years.

Flat D

34. In respect of “Flat D”, unlike “Flats A – C”, there is no earlier lease agreement provided between the appellant and LongThorpe Investments Ltd. The earliest lease agreement is that dated 18 June 2017 which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent Flat D for £850 per month including Council tax, for five years for the purpose of temporary housing.
35. There is a further lease agreement dated 16 January 2021 again between the appellant and ZFA Ltd for the rent of Flat D for the purposes of temporary accommodation for a rent of £850 per month.
36. Electrical installation reports are provided which refer to “Flat D” and are dated 5 February 2018 and 21 April 2019. An EPC is provided which is dated 25 February 2019. Whilst these may demonstrate suitability of the property for use as a dwelling, they do not demonstrate it was actually used as such.
37. Again, a letter regarding TV licensing is addressed to a Miss Belhag at Flat D, White House Yard dated September 2017. The letter confirms the occupant does not need a TV licence for the address. An envelope containing that name at “Flat D” is provided, however, it is undated. In addition, a letter from the Driver and Vehicle Licensing Agency is provided to that name and address but again is undated. Finally, a parcel address to that person at “Flat D” is provided but again is undated.
38. As a result, the evidence provided is insufficient to demonstrate, on the balance of probabilities, occupation of “Flat D” as a dwelling for a continuous period of four years.

Flat E

39. In respect of “Flat E”, there is a “Property Let Only/Management Agreement” which refers to Flat E, Whitehouse Yard which states letting is to commence on 6 February 2017 for three years with an expected rent of £800 per month. However, the agreement appears to be with Steven Jacobs Ltd as letting agents to provide the marketing of the property and making all necessary arrangements with tenants, rather than taking on a lease as with the previous lease agreements for the other properties.
40. The earliest lease agreement is that dated 22 May 2017 which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent “Flat E” for £850 per month including Council tax, for five years for the purpose of temporary housing.
41. There is a further lease agreement dated 15 January 2021 again between the appellant and ZFA Ltd for the rent of “Flat E” for the purposes of temporary accommodation for a rent of £850 per month.
42. Electrical installation reports are provided dated 21 April 2019 and 9 October 2020. An EPC is provided dated 10 March 2017. Again, whilst these may demonstrate suitability of the property for use as a dwelling, they do not demonstrate it was actually used as such.
43. A “Notice to Quit” dated 28 June 2019 to the London Borough of Waltham Forest and a person said to be an occupier of “Flat E” is provided from ZFA Group Ltd which indicates possession of “Flat E” to be delivered up on 28 July 2019. This points towards that person occupying the property at that time. However, again, it is only a snapshot on a particular date and does not indicate how long that person occupied the property for, or whether anybody occupied the property afterwards.
44. As with the other properties, envelopes are provided addressed to persons at “Flat E”. However, three of them do not contain dates or the dates are not legible on them. One is postmarked 10 October 2019, to a different person than the “Notice to Quit” provided but again, does not assist in demonstrating the length of their occupation.
45. Finally, there is a letter addressed to the tenant of “Flat E” which seeks to agree a disclaimer regarding pest control. The copy provided is signed on 28 November 2017 but only by a person described as the “representative” of “Flat E”. This does not provide sufficient evidence regarding occupancy of the property at that time. Moreover, whilst this person's driving licence is provided, it contains a different address.
46. Excerpts from the website Gumtree are provided which appear to offer a one bedroom flat in RM6 5QT for rent for £1100 per month including bills. However, there is no reference to “Flat E”.
47. As a result, the evidence provided is insufficient to demonstrate occupation of “Flat E” as a dwelling for a continuous period of four years.

Flat F

48. In respect of “Flat F”, there is a “Property Let Only/Management Agreement”, as with “Flat E”, which states letting is to commence on 6 February 2017 for three years with an expected rent of £800 per month. However, as with that of “Flat E”

the agreement appears to be with Steven Jacobs Ltd as letting agents to provide the marketing of the property and making all necessary arrangements with tenants, rather than entering into a lease as with the previous letting agreements for the other properties.

49. The earliest lease agreement is that dated 1 July 2017 which is between the appellant and ZFA Ltd in which it is agreed that ZFA will rent "Flat F" for £850 per month including Council tax, for five years for the purpose of temporary housing.
50. There is a further lease agreement dated 16 January 2021 again between the appellant and ZFA Ltd for the rent of Flat F for the purposes of temporary accommodation for a rent of £850 per month.
51. Electrical installation reports are provided which refer to "Flat F" and are dated 8 February 2017 and 5 May 2022, along with an EPC Dated 10 March 2017. However, whilst these may demonstrate suitability of the property for use as a dwelling at that time, they do not demonstrate it was actually used as such.
52. A letter regarding TV licensing is addressed to "Flat F" dated September 2017. However, it is addressed to "Miss S Occupier". Such a name suggests either the property was unoccupied or incorrect details were given to the licensing agency.
53. Photocopies of an envelope post marked 21 August 2017 is addressed to a person at "Flat 5, The White House Yard". This does not assist in demonstrating occupancy of what, in all other evidence, is referred to as "Flat F". In any event, the contents are not provided. This is the same for an envelope from "Home Office" dated 29 August 2017 to the same person. An envelope from HM Revenue and Customs to the same person is addressed to "Flat F", however, it is undated. An envelope addressed to that person is provided which is dated 31 August 2018, but the address is simply given as "Flat White House Yard", which does not assist in demonstrating occupancy of "Flat F" at that time. A further envelope is provided to that person, addressed to "Flat F" but again it is undated. A final envelope addressed to that person is provided which refers to "Flat F" and is postmarked 3 July 2019, however, the contents of the letter are not provided. Thus, the envelope simply indicates that a piece of mail was sent to that person at "Flat F" on that date but does not demonstrate they were living there at that time. A final envelope addressed to a different person at "Flat F" is provided, but again, is undated.
54. As a consequence, the evidence provided is insufficient to demonstrate, on the balance of probabilities, occupation of "Flat F" as a dwelling, for a continuous period of four years.

All Flats

55. A letter from ZFA Group is provided which purports to confirm all six flats have been under the management of them from 2018 and that the flats have been continuously occupied by tenants since 2018 until now. However, the letter is undated. Moreover, the lease agreements provided show ZFA Group entered into agreements with the appellant to lease the properties from 2017.
56. A document named Rent Statement in relation to Flats A-F White House Yard from ZFA Group has been provided dated 29 January 2024. It is a text document, with a table containing dates from 1 August 2019 to 30 November 2023. Every single

month contains an entry against each of the six flats, with a rent value and a paid value. The rent value is £900 for Flat A and £850 for the other five flats. That value stays the same for the entire period. The paid column says the full amounts were paid, other than for a few select months where rent was said to be suspended or deducted for various reasons, such as disrepair or for gas certificates.

57. Extracts of bank statements are provided which purport to show that payments were made from ZFA Group in each month, correlating in amounts and dates to the "Rent Statement". However, there is nothing on the statement which indicates that those payments were for rent owed in respect of White House Yard.
58. Moreover, the "Rent Statement" appears to be a document produced with information extracted from elsewhere, potentially the bank statements, rather than original recordings for rent payments given the inclusion of the phrase "if you require any further information regarding this, please contact us using the details below". Indeed, the dates cover an almost exact four-year period prior to the enforcement notice being issued, despite the management company having said they have been involved since 2018, which in itself is at odds with the lease agreements which are said to indicate ZFA Group have been involved since March 2017 at the earliest.
59. Whilst bank statements are provided which are said to show payments from ZFA Group in 2018, those payments are substantially lower than those shown from 2019 onwards, at odds with the evidence which says ZFA Group have leased the flats from 10 March 2017 at the earliest. Indeed, the lease agreements provided are said to show ZFA Ltd commenced the lease on all the properties at various points between 10 March 2017 ("Flat B") and 22 January 2018 ("Flat A"). The earliest payment on the 2018 bank statement is £1775.12 on 9 March 2018, with a second payment of £1750 on 27 March 2018. This totals £3525.12, however, the lease agreements indicate ZFA Group should have been paying £4300 per month in rent across the six properties at that time.
60. The same is the case for April 2018, where only £1750 is received from ZFA Group whilst nothing is received in May 2018. The two payments in June do not total £4300, nor do the payments in July, August, October or November of that year. No payment is shown for December. No statements of any payments in 2017 are provided, despite the lease agreement indicating ZFA had the lease on all of the properties. Nor are statements provided prior to ZFA taking on the leases.
61. In any event, even if the rent was paid every month and these documents were an accurate record of that, given the rent was said to be being paid by the management company, this does not point to continuous occupation of the flats. In essence, there could have been months where the management company paid the rent as per its obligations in the lease agreements, but had not facilitated the occupation of the properties by residents.
62. Overall, I find the evidence is imprecise, ambiguous and there are significant gaps. Ultimately, the evidence does not demonstrate, on the balance of probabilities, that a material change of use of the outbuildings to self contained dwellings occurred on or before 7 December 2019 and the use continued without interruption thereafter for four years.
63. Consequently, it has not been demonstrated, on the balance of probabilities, that at the time the enforcement notice was issued, no enforcement action could be

taken in respect of any breach of planning control which may be constituted by those matters.

64. The appeal on ground (d) therefore fails.

Appeal on ground (g)

65. An appeal on ground (g) is brought on the basis that the time for compliance with falls short of what should reasonably be allowed. The appellant argues that the properties are occupied by tenants and at least a year will be needed for their removal.

66. However, no documentary evidence which pinpoints the length of time needed to give notice to residents is provided. Indeed, in the evidence provided in support of the ground (d) appeal, a “Notice to Quit” dated 28 June 2019 in respect of “Flat E” gave only one month for the property to be vacated. In the absence of documentary evidence regarding notice periods, six months seems to me a reasonable time for notice to be given to any existing residents.

67. The appeal on ground (g) therefore fails.

Human Rights

68. The loss of a person’s home would be an infringement of their rights under the Human Rights Act 1998 (HRA). The cessation of the use of the outbuildings as self-contained dwellings would amount to interference and would engage the right for respect for private and family life, home and correspondence set out in Article 8 of the HRA for any person currently residing in the properties. This is a qualified right, whereby interference may be justified if in the public interest, applying the principle of proportionality.

69. The consequence of dismissing the appeal and upholding the notice would be that any current occupants of the properties would lose their home. However, the notice provides a six-month compliance period which would allow them time to find an alternative home. Furthermore, there is no indication that those persons would necessarily be made homeless beyond that date.

70. The planning harm identified in respect of the material change of use of the outbuildings to self-contained dwellings is of such weight that upholding the notice would be a proportionate and necessary response that would not violate those persons rights under Article 8 of the HRA. The protection of the public interest cannot be achieved by means that are less interfering of their rights.

J Whitfield

INSPECTOR