



Appeal Decision

Site visit made on 6 January 2026

by **Peter White BA(Hons) MA DipTP MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 2 February 2026

Appeal Ref: APP/J0350/C/24/3340928

Land at 43 Telford Drive, Slough SL1 9LB

- The appeal is made under section 174 of the Town and Country Planning Act 1990 (as amended).
- The appeal is made by Ms Michelle Amjad against an enforcement notice issued by Slough Borough Council.
- The notice was issued on 15 February 2024.
- The breach of planning control as alleged in the notice is: Without planning permission, the material change of use of a single-family dwelling house to two separate dwellings and facilitating works.
- The requirements of the notice are:
 - 5.1 Cease the Unauthorised Change of Use.
 - 5.2 Remove any doors, partition, separations or obstruction preventing free passage for all occupants of the dwelling.
 - 5.3 Remove any kitchens so that only one kitchen remains for use of all the occupants of the dwelling.
 - 5.4 Remove the fence panels within the rear garden creating the sub-division of the Land;
 - 5.5 Remove from the Land all materials, rubbish, debris, plant and machinery resulting from compliance with the above requirements.
- The period for compliance with the requirements is: 6 months.
- The appeal is proceeding on the grounds set out in section 174(2)(d) of the Town and Country Planning Act 1990 (as amended) ("the Act").

Summary of decision: The appeal is dismissed and the enforcement notice is upheld in the terms set out below in the Formal Decision.

Application for costs

1. An application for costs has been made by the Council against Ms Michelle Amjad. That application is the subject of a separate decision.

The appeal on ground (d)

2. Appeals on ground (d) are made on the basis that, on the date the Notice was issued, no enforcement action could be taken in respect of the alleged breach of planning control (the matters stated in Section 3 of the Notice).
3. Section 171B of the Act sets out time limits within which any enforcement action must be taken. Applying transitional provisions¹, 171B(2) provides that, where there has been a change of use of any building to use as a single dwelling house, no enforcement action may be taken after the end of the period of 4 years, beginning with the date of the breach. For the purposes of the Act, a building includes part of a building.

¹ Regulation 5 of the Planning Act 2008 (Commencement No. 8) and Levelling-up and Regeneration Act 2023 (Commencement No. 4 and Transitional Provisions) Regulations 2024/452.

4. The appellant's case is that the property has been in use as two separate dwellings for a continuous period of more than 4 years. The burden of proof falls on the appellant.
5. 43 Telford Drive ("No 43") was originally constructed with an integral garage, but at some time previously the garage was converted into additional living space. The appellant states that in the period June to December 2017 that part of the house was physically converted into a separate dwelling, and that independent occupation first occurred on 1 January 2018. He refers to that part as 43B Telford Drive ("43B").
6. For the purposes of Section 171B(2), the relevant time period begins with the date of the breach. The appellant must therefore demonstrate that the use has occurred for a continuous period of 4 years or more from 1 January 2018. That would run until 31 December 2023 but could also be any other continuous period of 4 years up to the date the Notice was issued on 15 February 2024.

Summary of the evidence:

Layout and facilities

7. Physically, No 43 is now divided into two units, with those areas originally designed as the living areas of the house continuing to be known as 43 Telford Drive, and the former garage with the space below the stairs and landing as "43B". Both units are served by the main front door, after which each has a separate entrance door from the hallway.
8. At the time of my visit 43B contained a fitted kitchen, living room, bedroom, shower/WC room, boiler and electricity supply, and the garden had been partitioned to provide exclusive private outdoor space for 43B.
9. The remainder of the property ("43"), comprises kitchen/dining room and a WC and garden on the ground floor, two bedrooms and a living room on the first floor, and 2 bedrooms and a bathroom on the second floor.
10. The sworn affidavit of the appellant's managing agent states he converted the building into two separate dwellings in 2017. But I have not seen any contemporaneous evidence that demonstrates that both the new unit 43B and the remaining part of 43 each independently had all the facilities required for day to day living on 1 January 2018. A floorplan sent to Slough Borough Council's Housing Department in 2020 depicts a fitted kitchen in 43B, but not the shower/WC room or bedroom now in place under the stairs and landing.

Use

11. In the managing agent's affidavit, he states he rented each 'dwelling' separately from 1 January 2018, and that they have been in constant use and occupied from that time until March 2024 (the date of his declaration).
12. A tenancy agreement dated 1 Jan 2018, for one year, describes "The Property" as '43B Telford Drive' and "The designated room" as 'Apartment 43B'. But, on 9 July 2018 the appellant submitted a notification of her intention to use 'permitted development rights' ("PD rights") for householders for a 5m rear extension behind the former garage. That notification, and any associated PD rights, was only open to householders and related to the entire property of 43 Telford Drive.

13. On 6 January 2019 a tenancy agreement in the same format was agreed for a further period of 24 months. Then on 1 January 2020 a further tenancy agreement for “The Property” ‘43B Telford Drive’ is made for a period of 12 months, but it is not explained why the same tenant entered into a new tenancy agreement at the same rent and for the same period, when he had a period of 12 months remaining on his previous rental agreement.
14. On 10 January 2021 a further tenancy agreement granted an additional period of 12 months. A handwritten ‘Rental Summary Sheet’ records payments for ‘43B Telford Drive’ monthly between January 2018 and December 2021 by the same tenant. And energy bills are addressed to that tenant for parts of the period between 6 August 2019 and 23 March 2021, although these refer to No 43.
15. The Fire Service state that No 43 was in use as a House in Multiple Occupation (“HMO”) in April 2020. The parties dispute whether the HMO use occurring at that time was 43 without the parts described as 43B or whether it encompassed the whole property. The HMO License subsequently granted on 3 March 2021 identifies the HMO as comprising one kitchen, two bathrooms, and 4 non-self-contained flats/sleeping accommodation [rooms]. That is consistent with the floor plans provided, and use of the building without the area the appellant identifies as 43B. It is therefore likely that, at that time, the building was laid out as two separate units. One of those units was licensed to operate as a HMO from March 2021 and had been in that use in March 2020.
16. A tenancy agreement for a new tenant for ‘43B’ runs for 12 months beginning in Jan 2022. The date appears to have been changed from 12/12/2021 to 12/12/2022 (or vice versa), but 2021 appears the most likely. A subsequent agreement from 13 Feb 2023 specifies ‘43 Telford Drive’. The following agreement, dated 20 Feb 2024, for 12 months relates to ‘43B’. A handwritten ‘Rental Summary Sheet’ records payments for ‘43B Telford Drive’ monthly between January 2022 and February 2024 by the same tenant. And energy bills for parts of those periods are addressed to ‘43B’.

Evaluation of the evidence:

17. Other than the managing agent’s affidavit, I have seen no corroborating evidence that physical conversion of the former garage had taken place with all the facilities required for independent living by 1 January 2018. Notwithstanding his affidavit, the absence of the shower room/WC from the plan submitted to the Council’s housing service in 2020 may not be conclusive but introduces some doubt as to whether conversion to a fully independent dwellinghouse had occurred by 2020. And it is not clear whether the Fire Service or the Council’s Housing Service had been given access to 43B.
18. In addition, reference in the 2018 tenancy agreement to “The designated room” may not be significant alone, but together with the notification made to the Council on the basis that the property was in use as a single dwelling, fully independent use of 43B is only one possible interpretation of the evidence. It is equally likely that 43B was operating as part of HMO use of the property as a whole at that time.
19. No explanation has been given for the existence of two concurrent tenancy agreements for 43B by the same tenant in 2019. Although the tenancy agreements, utility bills and rental payment records for the first tenant suggest the

same tenant was in possession of 43B until the end of 2023 (a period of 4 years), it is not clear whether that was as a room in No 43, or as an independent unit.

20. Payment of electricity bills for 'No 43' by that tenant may have been solely those for 43B, or it could have been for the whole of No 43, and there are no other utility bills in evidence for the building during the same period.
21. Notably, the utility bills submitted for the term of the second tenant of 43B are addressed to 43B, not 43. But, at best, that demonstrates independent use of 43B from April 2023 onwards.
22. Furthermore, even if 43B has operated as an independent unit for a period of 4 years, the absence of any evidence of occupation of the remainder of the building (other than the managing agent's statement that it was occupied) is an important consideration. The agent's statement alone carries some weight, but the absence of any corroborating evidence is notable. The appellant claims continuous use of two separate dwellings, but nearly all the evidence relates to only one.
23. On the balance of probabilities, independent use of the property as two independent dwellings for a continuous period of 4 years has not been demonstrated. Therefore, it has not been demonstrated that no enforcement action could be taken in respect of the alleged breach of planning control on the date the Notice was issued.

Conclusion

24. For the reasons given above, I conclude that the appeal should not succeed. I shall uphold the enforcement notice.

Formal Decision

25. The appeal is dismissed and the enforcement notice is upheld.

Peter White

INSPECTOR