



Appeal Decision

Site visit made on 1 April 2026

by Richard S Jones BA (Hons), BTP, MRTPI

an Inspector appointed by the Secretary of State

Decision date: 29 May 2026

Appeal Ref: APP/W5780/C/24/3337683

Land at 56, Wellwood Road, Seven Kings, Ilford, IG3 8TZ

- The appeal is made under section 174 of the Town and Country Planning Act 1990 (as amended).
 - The appeal is made by Mr P Amendra against an enforcement notice issued by the Council of the London Borough of Redbridge.
 - The notice was issued on 18 December 2023.
 - The breach of planning control as alleged in the notice is without planning permission, the change of use of the single family dwelling house into 3 flats and a shared unit of accommodation.
 - The requirements of the notice are to:
 - i. Cease the use of the property as three self-contained residential units, and one shared unit; and
 - ii. Remove additional kitchens and partitions that facilitate the unauthorised use; and
 - iii. Remove from the land all building materials and rubble arising from compliance with steps above.
 - The period for compliance with the requirements is six months.
 - The appeal is proceeding on the grounds set out in section 174(2)(a), (d), (f) and (g) of the Town and Country Planning Act 1990 (as amended). Since an appeal has been brought on ground (a), an application for planning permission is deemed to have been made under section 177(5) of the Act.
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Decision

1. It is directed that the enforcement notice is corrected by:
 - Inserting the word “material” between the words “the” and “change” in section 3.
 - Deleting requirement i. in section 5 and its substitution with “Cease the use of the property as flats”.
2. Subject to the corrections, the appeal is dismissed, the enforcement notice is upheld, and planning permission is refused on the application deemed to have been made under section 177(5) of the 1990 Act as amended.

Preliminary Matters

3. The breach of planning control as alleged in the notice is the change of use of the single family dwelling house into 3 flats and a shared unit of accommodation. However, for a breach of planning control to have occurred, there must have been a ‘material’ change of use. The appellant accepts what has occurred constitutes a breach of planning control and confirms that he is not appealing on ground (c). I am therefore able to correct the allegation by inserting the word ‘material’ under the powers transferred to me by s176(1)(a) of the 1990 Act, without injustice to any party.
4. The Council’s delegated enforcement report refers to flat 1 on the left side of the property and flat 2 on the right side, both at ground floor level. It states that the first

floor is an HMO, comprising bedrooms 3, 4, 6, and 7, a shared kitchen and bathroom. Flat 3 is stated as being on the second floor (in the roof space).

5. The appellant states that the building comprises four self-contained units - two self-contained flats on the ground floor, one self-contained flat on the first floor and another self-contained flat at roof level.
6. That could be construed as a ground (b) appeal in that the use of the first floor as shared accommodation, as alleged, has not occurred. However, the appellant specifically accepts that at the time the enforcement notice was issued that the matters had occurred and that an appeal is not being made on ground (b).
7. Whereas the allegation refers to a shared unit of accommodation, the reasons for issuing the enforcement notice refer to a unit of multiple occupation. The enforcement authorisation report interchangeably refers to use as an HMO and as shared accommodation. The Council's evidence also confirms that the shared accommodation is an HMO.

The Appeal on Ground (d)

8. A ground (d) appeal is that, on the date that the enforcement notice was issued, it was too late for the Council to take enforcement action. The onus lies with the appellant to make his case on the balance of probabilities.
9. The time limits for taking enforcement action are set out under s171B of the 1990 Act, which was amended via s115 of the Levelling-Up and Regeneration Act 2023 with effect from 25 April 2024. The amendments were subject to transitional arrangements set out in the Planning Act 2008 (Commencement no.8) and the Levelling-up and Regeneration Act 2023 (Commencement no.4 and Transitional Provisions) Regulations 2024.
10. In this case, there are two aspects to the breach - the flats and the shared accommodation. Identifying firstly the relevant time limit for the flats, s171B(2) of the 1990 Act as amended provides that where there has been a breach of planning control consisting in the change of use of any building to use as a single dwellinghouse, no enforcement action may be taken after the end of the period of ten years beginning with the date of the breach.
11. However, where, as applicable here, a change of use of a building to use as a single dwellinghouse took place before 25 April 2024, s171B(2) of the 1990 Act should be applied without the s115 amendment, so that no enforcement action may be taken after the end of the period of four years beginning with the date of the breach.
12. Consequently, in order to succeed on ground (d), insofar as it relates to the flats, it is for the appellant to demonstrate to the required standard of proof, that the change of use of the relevant parts of the single family dwelling house into three flats began more than four years before the date of the enforcement notice, and continued without material interruption for a period of four years thereafter. The material date is therefore 18 December 2019.
13. For the material change of use to shared accommodation, the relevant s171B(3) time limit remains unchanged. Consequently, it is for the appellant to demonstrate to the required standard of proof, that the use of the first floor of the single family dwelling house changed to shared accommodation ten or more years before the

date of the enforcement notice, and then continued without material interruption for a period of at least ten years thereafter. Accordingly, the material date is 18 December 2013.

14. The appellant says he purchased the property in the 1990s and he has let the individual rooms to tenants since the early 2000s. There is some confusion there because the appellant, in his affidavit, says he is the agent for the property. As part of that affidavit, he states that the property has been used as an HMO since 2006.
15. The owner of the property has also provided an affidavit. In it, he states that the property has been used as an HMO “since 10 years”, rather than “for” 10 years. Putting to one side that ambiguity, the affidavits do not assist the appellant in terms of the flats but should be considered with regards to the shared accommodation.
16. The appellant has provided a letter from the Council dated 30 May 2007 regarding an interview to determine his suitability to hold an HMO licence. The subsequent refusal to grant a licence dated 21 August 2007 is also provided, along with a letter of appeal against that decision. That appeal letter is from the appellant and states that he had managed the property for about 10 years without problem. He does not clarify what that purpose was but if it refers to use as an HMO, then that would contradict his affidavit in that it states that the property has been used as an HMO since 2006.
17. The appellant has provided two, six month tenancy agreements for ‘Room 1’ from June 2006 and June 2015, and a 12 month agreement from June 2023. However, he does not clarify where in the property room 1 is. A letter submitted in support of the appeal, from a tenant with the same surname as those on the tenancy agreements¹ explains that he lives in room 4 on the first floor and that he has his own room and shares a kitchen and bathroom. He says that he moved to the property in June 2008 and has attached his first tenancy agreement from that same month and year. That refers to room 1. Therefore, in the absence of an explanation to the contrary, room 1 is likely to be on the first floor and referring to it as such, is more likely to point to a shared, HMO type arrangement, rather than use of the relevant part of the building as a flat.
18. The twelve month tenancy agreements for rooms 3, 5 and 6 at least identify them as being on the first floor. However, the two agreements provided for rooms 3 and 6 are from 2015 and 2023 and for room 5 from 2015 and 2022, so there are significant interruptions in the evidence of use. Nevertheless, as the agreements relate to rooms, they are also likely to relate to shared/HMO accommodation.
19. Moreover, letters of support have been submitted from tenants of first floor rooms since 2007, 2008, 2013 and 2020, who confirm that they share a kitchen, bathroom and the rear garden. One of the tenants has also provided a 12 month tenancy agreement from 2013 for a room at the appeal property. Her name also appears on two tenancy agreements for room 6 from March 2015 and March 2023.
20. The appellant has also provided an HMO licence, albeit dated 1 June 2021, specifying a maximum occupancy of seven households and eight persons at the

¹ The tenant in question explains that he has changed his first name but there is no consistency to the spellings in the various documents.

appeal property. The licence was in force from 28 November 2018 to 27 November 2023.

21. It is therefore more likely than not, that prior to the enforcement notice breach of planning control, the property was used as a large HMO. Indeed, the Council confirms that the use as shared accommodation dates back to 2007, and that is broadly consistent with the appellant's affidavit in terms of timescales.
22. It is also very likely that the use of the property by up to eight persons in up to seven households would have resulted in a significant difference in the character of the activities from what had previously taken place as a single family dwelling because of the increased and differing levels of activity, comings and goings, and the noise and disturbance generated. A breach of planning control therefore likely occurred by way of a material change of use.
23. On the basis that breach commenced in 2006/2007, it is likely, in the absence of evidence to the contrary, that the use of the property as an HMO became immune from enforcement action by 2017.
24. The Article 4 Direction of 3 December 2018, removing permitted development rights for a change of use from Class C3 to Class C4, has no bearing on this case. That is because the initial breach likely occurred before the 2010 amendment to the Use Classes Order which introduced a definition of small-scale HMOs into the planning system, effectively splitting the old Class C3 (dwellinghouse) into two separate classes – Class C3 (dwellinghouse) and Class C4 (HMO). Moreover, on the basis of the HMO licence granted, and the absence of any other figures, occupation by eight persons would, in any case, preclude the use falling within Class C4.
25. The Council states that in response to a referral from its Housing Standards team in May 2021, a subsequent site visit revealed that the property had been converted into three self-contained flats and one unit of shared accommodation. It further clarifies that "Whereas, previously, the HMO use covered the whole house; the shared accommodation is now reduced to the first floor only."
26. The material change of use of the ground floor and second floor (roof level) into flats has therefore created four physically separate and distinct units of accommodation - three self-contained flats and the shared unit of accommodation. Consequently, where there was previously likely to have been one large HMO planning unit, the material change of use has created four planning units.
27. It is more likely than not that the use of the first floor of the building for an HMO essentially equates to shared accommodation and has not materially changed. Consequently, previously accrued immunity from enforcement action gained through the passage of time, has not been lost for that part of the building. The ground (d) appeal therefore succeeds insofar as it relates to the shared accommodation. I will therefore delete the requirement to cease that use.
28. Turning to the three flats, the appellant asserts that each pays its own Council Tax bill and argues that the evidence provided purportedly demonstrates that the use "has been going for a period of at least 4 years prior to the issue of the enforcement notice".

29. A rolling month to month tenancy agreement commencing in April 2015 refers to a 'one bed flat ground floor', but unlike the later agreements discussed below, does not identify the flat in question. A deposit statement from December 2015 is also provided for a ground floor studio flat, from the same tenant.
30. A 12 month tenancy agreement for 'ground floor flat 1' dated 10 July 2015 is for different tenants to that referred to above, so it is unclear whether or not it relates to the same part of the building. Nevertheless, there is another 12 month agreement commencing in July 2016 for '(Studio Flat Ground Floor) No 1', occupied by the same tenants.
31. There is then a long gap to the next agreement for ground floor flat 1 commencing in October 2020. Although, a letter has been received from the occupants of 'Room 1 (Flat 1)', stating that they have lived there since October 2019, and the name on the letter tallies with the name on the 2020 agreement, there is still a significant gap in the evidence for the period from July 2017 to October 2019.
32. However, if the occupants have lived, as stated, in flat 1 since October 2019 until at least the date of the letter in April 2024, that would, taken at face value, cover relevant immunity period.
33. The only tenancy agreement specifically referring to 'ground floor flat 2' is for 12 months from February 2016. A letter of support from the occupants of flat 2 explains that they are two brothers who have been living there since February 2018. A tenancy agreement is provided from that date, albeit for 'room 2' rather than flat 2. Again, taken at face value, that would cover the required immunity period. There is also a further 12 month agreement from February 2019 for a 'Ground Floor Flat' for the same tenant.
34. However, the name on the later tenancy agreements is the same as that from 2016 for flat 2, thereby contradicting the time the brothers state they have been living in the property. Moreover, the reference to 'room 2' in the tenancy agreement, rather than a flat, suggests an HMO type use.
35. The tenants say that the "Council changed from room 2 to flat 2 for Council tax purposes", but that isn't explained further, although the appellant has provided separate Council Tax bills for 2022/23 for the ground floor left flat, the ground floor right flat and the first floor flat.
36. Four tenancy agreements are provided relating to the top floor studio flat at the appeal site. The earliest is for a six month period commencing in April 2006. There is then a large gap until the next agreement for 12 months from July 2015. There are then further significant gaps between the next two 12 month agreements commencing in August 2018 and May 2021. That evidence does not therefore show that the use of the roof space as a studio flat continued without material interruption for a period of four years prior to the date of the enforcement notice.
37. Although a letter has been submitted in support of the appeal from the occupant of the 'loft room' stating that he has been living there since August 2019, the name on that letter does not correspond with the name of the tenant in the May 2021 tenancy agreement, for the top floor studio flat.
38. The aforementioned HMO licence details occupancy of four rooms on the first floor but also a 'ground floor front with own kitchen', a 'ground floor front and rear – self

contained' and 'second floor - self contained'. However, the licence is dated 1 June 2021, so even if those parts of the property were being used as self-contained flats at that time, rather than part of a large HMO, it is later than the material date of 18 December 2019.

39. A Housing Benefit landlord schedule from April 1996 is provided which details the rent for three individuals at the appeal property but how that assists the appellant's case is not explained. A Council Tax bill from 2024/25 has also been provided but that postdates the enforcement notice and refers only to No 56, rather than specific parts of it, as per those provided for 2022/23.
40. In consideration of the above, although there are gaps and inconsistencies in the evidence relating to the ground floor flats, in the absence of contradictory evidence from the Council, that evidence when taken together would likely have been enough to demonstrate immunity from enforcement action for those units.
41. However, that evidence is directly contradicted by the affidavits provided by the appellant and owner, which refer to the use of the property as an HMO. No reference is made in either affidavit to use as flats. Indeed, the appellant's affidavit affirms that the property has been used as an HMO since 2006. Given that is dated 10 August 2022 and the enforcement notice was issued on 18 December 2023, the four year immunity period could not be met. As sworn evidence, the affidavits carry more weight than the letters submitted in support of the appeal, which include commonly repeated text.
42. I therefore find that the evidence is not sufficiently precise and unambiguous to show that the flats have become lawful through the passage of time, on the balance of probabilities.
43. The ground (d) appeal therefore fails insofar as it relates to the three flats.

The Appeal on Ground (a)/the deemed planning application

Main Issue

44. As I have found, under ground (d), the use of the first floor for shared accommodation to be lawful, it is not necessary to consider under ground (a) whether it provides acceptable living conditions for its occupants, or the acceptability of the use, regardless of whether the corresponding reason for issuing the enforcement notice raises concerns in that regard.
45. While the deemed planning application remains for all of the matters covered by the allegation, the residual main issue is whether the flats provide acceptable living conditions for occupants with particular regard to the provision of internal and external living space and outlook.

Reasons

46. Redbridge Local Plan 2015 – 2030 (LP) Policy LP29 explains that the Council has adopted and will implement the National Internal Space Standards when making decisions on development proposals for housing. Those standards² and London Plan Policy D6 set out requirements for the gross internal floor area (GIA) of new

² The Technical Housing Standards – Nationally Described Space Standard - Department for Communities and Local Government (March 2015)

dwellings at a defined level of occupancy, as well as floor areas and dimensions for key parts of the home.

47. The Council estimates that all three flats fall well short of those standards, intended to provide adequately sized homes that are fit for purpose, and no evidence is provided by the appellant to demonstrate otherwise.
48. At the time of my site visit the left hand side ground floor flat was occupied by two persons, meaning that the shortfall against the space standards is even greater. The main living space contained a double bed, drawers, wardrobes, a small table and a couple of chairs. The remainder of the space was largely taken up by open storage to an extent whereby the room provided highly compromised functionality and barely any circulation space. Indeed, a chair had to be moved so that I could open the door to get into the room in the first place.
49. Moreover, because of the limited space available for formal storage, the open storage extended across part of the door linking the room to the kitchen. So much so that it was unusable and occupants must exit the room into the communal hall and go into the kitchen via a separate door. Whilst the kitchen area itself was reasonable, the small shower room with toilet opens directly into it, which is highly undesirable.
50. The ground floor right flat is slightly larger as the kitchen and shower room are positioned in the outrigger. However, at the time of my site visit, the two main rooms were being used as individual bedrooms, so it is again highly likely that there is a significant shortfall against the above space standards.
51. The failure of both ground floor flats to meet the standards is entirely unsurprising as I saw that neither facilitate fit for purpose living accommodation, providing cramped conditions with very little opportunity for sitting and eating.
52. Whilst net curtains protect the privacy of the front facing rooms of both ground floor flats, they curtail the outlook from those spaces. More significantly, the only window in the middle room of the right side flat, was largely blocked by stored items, so the consequence of the space constraints is a lack of outlook from that room, thereby compounding the above harms with a gloomy and oppressive living environment.
53. Furthermore, the functionality of the kitchen is highly compromised by its small size and shape. Indeed, it is so narrow that one person would have difficulty passing another. The narrow shower room with toilet also opens directly into the kitchen.
54. The loft flat is at least arranged to provide studio type accommodation. However, it too is constrained in size and constrained in functionality by the roof slope. Also, access relies on passing through the shared accommodation at first floor level.
55. I therefore find the flats to be woefully inadequate, both in terms of their size and flexibility, being cramped, with limited circulation, highly compromised functionality and with little opportunity to provide reasonable formal storage. At the time of my site visit, they and the communal areas also appeared to be in a poor state of repair.
56. The appellant argues that the living space is enhanced by access to a large communal garden, but I saw that to be unkempt with discarded items of furniture.

There is evidently no adequate maintenance plan in place, so any benefits arising from that provision are largely negated. In any case, even if the opposite was true, it wouldn't compensate the harm experienced by occupants arising from the very poor internal accommodation.

57. I therefore find that the appellant's assertion that the conversion has provided high quality accommodation for its tenants to be without merit and substance. I do note the positive comments from residents, which are largely standardised and repeated. However, for the reasons explained I am unable to reconcile those submissions with my own observations. In any case future occupants should also be considered.
58. Consequently, the flats do not provide acceptable living conditions for occupants and thus fail to comply with LP Policies, LP6, LP26 and LP29, London Plan Policy D6, the Technical Housing Standards and the Redbridge Housing Design Supplementary Planning Document. Those require, amongst other things and in addition to the above, that development provides high standards of accommodation for housing.

Other Matters

59. The development does result in an increase in the net number of residential units in line with the objectives of the London Plan and the National Planning Policy Framework (the Framework) to boost the supply of homes.
60. However, the flats provide the type of sub-standard accommodation that London Plan Policy D6 and LP Policies LP26 and LP29 seek to prevent. For the same reasons, the development does not provide a well-designed home, as envisaged by London Plan Policy H2, regardless of the site's PTAL rating. Consequently, the contribution to housing supply attracts very little weight.
61. Therefore, even if the presumption in favour of sustainable development in paragraph 11d) of the Framework applies, the adverse impacts identified significantly and demonstrably outweigh the benefits advanced.

Conclusion on Ground (a)/the deemed planning application

62. For the reasons given above, I conclude that the material change of use of the single family dwellinghouse into three flats and a shared unit of accommodation is contrary to the development plan as a whole, and material considerations do not indicate that the appeal should be determined otherwise than in accordance with the development plan. The ground (a) appeal should not therefore succeed. I shall refuse to grant planning permission on the application deemed to have been made under section 177(5) of the 1990 Act as amended.

The Appeal on Ground (f)

63. An appeal on ground (f) is that the requirements of the enforcement notice are excessive to remedy the breach of planning control or, as the case may be, the injury to amenity caused by the breach.
64. In this case, the breach is the change of use of the single family dwelling house into 3 flats and a shared unit of accommodation, whilst the requirements are to cease the use of the property as three self-contained residential units and one shared unit and remove additional kitchens and partitions that facilitate the

unauthorised use and remove all materials arising. The purpose of the notice must therefore be to remedy the breach of planning control. Accordingly, the appeal on ground (f) can only succeed if it is shown that the steps set out in the notice are excessive for that purpose.

65. The appellant considers that the property should be able to continue as a Class C4 HMO as that use has been ongoing prior to when the Council's Article 4 Direction came into force. He also considers that should he be able to retain an HMO use or be required to return the property back to a single dwellinghouse, that the requirement to remove all additional kitchens is unnecessary, given the size of the host property.
66. The appellant has provided a plan which is purportedly part of the HMO licence previously granted, which shows, as per the current configuration, two kitchens on the ground floor, one on the first floor and another at roof level. He requests that all four kitchens are retained for the HMO use.
67. However, given the partial success on ground (d), I shall, as explained, delete the requirement to cease the use of the property for shared accommodation, insofar as that relates to the first floor. The right to revert the use of the remainder of the property to an HMO under s57(4) of the 1990 Act will be a matter for the Council and the appellant.
68. Given that the kitchens clearly facilitate the use of the ground floor and roof level for flats, it is necessary to require their removal in order to remedy the breach of planning control.
69. The appellant argues that as there is a ground (a) appeal it is "possible to grant planning permission for part of the development which would be to retain the use of the property as an HMO, albeit removing any cooking equipment from the additional kitchens." Again, because of the partial success on ground (d), use as part of the property for shared accommodation is lawful. However, for the avoidance of doubt, it would not be possible to grant planning permission for the remainder of the property as an HMO because that doesn't form part of the matters for those relevant parts.
70. The appellant requests that the ground floor kitchen be retained as the working kitchen, whilst the second narrow kitchen would become a utility room, should it be deemed necessary to return the property back to a single dwellinghouse. However, the notice does not and cannot require the appellant to actually use the property as a single dwellinghouse.
71. The appellant asserts that it is not the kitchen units which facilitate independent use but the cooking facilities within each kitchen. He therefore requests that the notice is varied to enable the cupboard units to be retained as these provide useful storage facilities whilst removing any cooking equipment. However, the cupboards, as well as sinks, are part and parcel of a kitchen.
72. As noted, the first requirement is to cease the use of the property as three self-residential units. That should be corrected by removing the specific number of units as it would not prevent use for a different number. Moreover, to tally and logically follow from the breach, the requirement should be further corrected to cease the use of the property as flats, rather than self-contained residential units. The ground (f) appeal succeeds only to that extent.

The Appeal on Ground (g)

73. The ground (g) appeal is that the six months given to comply with the notice is too short.
74. The appellant submits that existing tenants are on fixed-term tenancy agreements and he is not obligated to provide written notice to his current tenants prior to receiving an appeal decision. That is correct, in that, until a decision is made, the appellant is entitled to assume success on any ground in an appeal under s174 of the 1990 Act.
75. The appellant says that the 'rooms', rather than flats, are on fixed terms, so requests an extension of compliance time to allow the existing tenants time to serve their notice and relocate without causing them any undue financial, physical or mental pressure and stresses.
76. However, details of those fixed terms have not been provided so it is not shown that six months would be insufficient to provide the required notice period and for existing tenants to find alternative accommodation, and for a contractor to be appointed and to carry out the work. Nor is evidence provided to show that complying with the notice is likely to cause financial hardship to the appellant.
77. Whilst occupants say that they enjoy living in the property and that it provides a good standard of living accommodation, I have not found the latter to be the case, for the reasons explained. The nine months requested is therefore unjustified. Rather, the six months period would strike a reasonable and proportionate balance between any difficulties and disruption the appellant and tenants may encounter, and the public interest in this case.
78. The appeal on ground (g) fails.

Richard S Jones

INSPECTOR