



Appeal Decision

by David Jones BSc (Hons) MPlan MRTPI

an Inspector appointed by the Secretary of State

Decision date: 30 September 2026

Appeal Ref: APP/Y5420/X/25/3367051

109 Great Cambridge Road, Tottenham, London N17 7LN

- The appeal is made under section 195 of the Town and Country Planning Act 1990 (as amended) against a refusal to grant a certificate of lawful use or development (LDC).
 - The appeal is made by Mr Necati Girgin against the decision of the Council of the London Borough of Haringey.
 - The application ref HGY/2024/3217, dated 25 November 2024, was refused by notice dated 22 January 2025.
 - The application was made under section 191(1)(a) of the Town and Country Planning Act 1990 (as amended).
 - The use for which a certificate of lawful use or development is sought is the use of the property as a 6-person HMO (Use Class C4).
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Decision

1. The appeal is dismissed.

Preliminary Matters

2. In view of the matters in dispute, it was determined that it was not necessary for me to conduct a site visit. The main parties were made aware of this, and no objections were raised to the appeal being determined on this basis.
3. In the interests of clarity and precision, I have taken the description of development used in the banner header above from the Council's decision notice. This is also used in the appellant's appeal statement.

Main Issue

4. The main issue is whether the Council's decision to refuse to grant a LDC was well-founded. That will turn on whether the appellant has proved on the balance of probabilities that the use of the property changed to a 6-person House in Multiple Occupation (HMO) on or before 25 November 2014 and that the use continued without significant interruption for 10 years after the date of the change.

Reasons

5. Article 3, Schedule 2, Part 3, Class L (b) of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (the GPDO) sets out that development consisting of the change of use of a building falling within class C3 (dwellinghouse) of the schedule to the Town and Country Planning (Use Classes Order 1987 (as amended) to a use falling within class C4 (HMO) is permitted development.
6. However, an Article 4 Direction was made on 30 November 2013 covering the area, which removes permitted development rights for development consisting of a change of use of a building to a use falling within class C4 (HMO) from a use

falling within class C3 (dwellinghouse). An Article 4 Direction simply means that the permission granted by Article 3 of the GPDO does not apply to the development specified in the Direction. The Direction is not retrospective and does not prevent activities or works which are not development.

7. The appellant contends that the property has been operating as a HMO since August 2014. In support of his application the appellant has submitted a range of documentary evidence including tenancy agreements, a signed lease agreement, bank statements, letter from the appellant, and a statutory declaration (SD) from a former occupant.
8. I shall turn firstly to the tenancy agreements provided by the appellant. Six Assured Shorthold Tenancy Agreements (AST) have been provided for rooms 1-6 at the appeal property. Each AST is dated in May 2020 for a fixed term of 12 months. A further tenancy agreement which is signed by a single tenant and relates to the entire property has also been provided which is dated April 2021, and is for a fixed term period of 36 months.
9. The existence of an AST or other tenancy agreement does not, of itself, mean that the property was occupied. The agreements do not necessarily mean that the tenant(s) took up occupation of the property, that the term stated on the agreement correlates with the actual date the tenant(s) moved out, or that there were no other agreements for other tenants covering the same period. In particular, the tenancy agreement dated April 2021 does not include the names of all tenants, or the rooms they occupied and dates that their occupation began. In any event, even if they are taken at face value, the tenancy agreements provided only cover the period between May 2020 and April 2024 which falls a long way short of the ten-year period required.
10. Similarly, a signed lease dated September 2023 between Range Homes and Assisted Care Ltd for the use of the property as temporary housing accommodation is for a period of three years and does little to assist the appellant in demonstrating the necessary ten-year period.
11. The appellant has provided 35 pages of bank statements with incoming payments from "Range Homes Sales" highlighted. Those payments occur at around monthly intervals and range from around £1,100 to £3,400. As the Council have pointed out, as a single payment is shown each month it is not possible to ascertain who was paying rent or how many rooms were occupied at any given time. Furthermore, the earliest payment provided is October 2021 and therefore the bank statements do not cover anywhere near the full ten-year period.
12. In terms of the period prior to May 2020, the only documentary evidence provided is the SD from a previous occupant, Costaki Karayianni (CK), and the appellant's letter. CK states that he resided at the appeal property from 2013 to 2020 and that throughout this period, the property operated as a HMO. The SD though is vague in detail and does not include information such as the number of tenants that occupied the property, the nature of their occupation, or whether there were any breaks in the occupation of any rooms. This evidence also contradicts that contained in the appellant's own letter and the LDC application form, which both stated that the HMO use commenced in 2014, and not 2013 as stated by CK. This therefore brings into question the accuracy and reliability of the evidence.

13. Drawing all of the above together, the appellant has failed to provide sufficiently precise and unambiguous evidence to demonstrate, on the balance of probability, that the property has been in use as a 6-person HMO since on or before 25 November 2014 and then continued without significant interruption for a 10-year period thereafter. Consequently, the appeal must fail.

Conclusion

14. For the reasons given above, I conclude that the Council's refusal to grant a certificate of lawful use or development for the use of the property as a 6-person HMO (Use Class C4) is well-founded and that the appeal should fail. I will exercise accordingly the powers transferred to me in section 195(3) of the 1990 Act (as amended).

David Jones

INSPECTOR