Planning Inspectorate

Appeal Decisions

Inquiry held on 26 and 27 November and 3 December 2024

Site visit made on 28 November 2024

by Peter White BA(Hons) MA DipTP MRTPI

an Inspector appointed by the Secretary of State

Decision date: 11 February 2025

Appeal A Ref: APP/X5210/C/24/3345281
Appeal B Ref: APP/X5210/C/24/3345282
Land at: 254-256 Belsize Road and 258 Belsize Road, London NW6 4BT

- The appeals are made under section 174 of the Town and Country Planning Act 1990 (as amended). Appeal A is made by Mr Jeremy Pow of Oakenfield Enterprises Ltd and Appeal B is made by Mr Jeremy Pow of Empire Communications Ltd against an enforcement notice issued by the Council of the London Borough of Camden ("the Council").
- The notice was issued on 29 April 2024.
- The breach of planning control as alleged in the notice is, without planning permission the material change of use of the Property from 2 x office blocks to serviced apartments for short term lets (Sui Generis).
- The requirements of the notice are:
  a. Permanently cease the use of the Property for short-term let serviced apartments; and
  b. Return the use of the Property to office accommodation.
- The period for compliance with the requirements is: 3 months.
- The appeal is proceeding on the grounds set out in section 174(2)(b), (f) and (g) of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act").

Summary of decisions: The appeals are dismissed, and the enforcement notice is upheld with a correction and a variation in the terms set out below in the Formal Decision.

Preliminary Matters

1. Applications for costs were made by Oakenfield Enterprises Ltd and Empire Communications Ltd against the Council of the London Borough of Camden. These applications are the subject of separate decisions.

2. Oakenfield Enterprises Ltd is the owner of 258 Belsize Road and Empire Communications Ltd is the owner of 254-256 Belsize Road. They were represented by the same team, and made a single case at the Inquiry.

3. At the opening of the Inquiry the appellants made arguments related to the lawfulness of the use, despite not having formally appealed on ground (d) and having advised at the Case Management Conference that their arguments were fully encompassed within their ground (b) appeals. I note the Council's objections to such matters being raised at a late stage but, having been raised at the Inquiry, the Council has had the opportunity to respond to them. No injustice would therefore arise were I to consider them, and I shall do so as an appeal on ground (d). The appellant was clear that there was no appeal on ground (c).

4. At the Inquiry all oral evidence was given under solemn affirmation.

The Enforcement Notice

5. I am required to ensure the Notice is in order, considering Section 173 of the 1990 Act, which relates to the content and effect of an enforcement notice.

The previous use:

6. Neither party considers it necessary that Section 3 of the Notice refer to the previous use ("from 2 x office blocks"). There would be no injustice to the appellant or the Council in removing that phrase, and that approach was supported in *Westminster*[1]. To correct the Notice would also require a change to requirement 5(b), which I consider in relation to ground (f).

The Land subject to the Notice:

7. The Notice relates to, "Land at: 254-256 Belsize Road and 258 Belsize Road" with reference to a plan. The plan outlines the entirety of building 254-256, but only that part of 258-262 Belsize Road which is shown on the land registry plan as No 258. Neither the description of the land nor the plan it refers to makes any reference to 260-262 Belsize Road.

8. 254-256 and 258-262 have been converted and are in use as a single operation. The plan cuts through some apartments and communal areas, and the appellants submit these circumstances demonstrate an irrationality inherent in the Notice which render it invalid. The Council accepts the extent of the area shown on the plan was an error, and should have encompassed the entirety of both buildings, and request that it be corrected by substituting a revised plan that includes 260-262 within the Land.

9. There is a significant body of evidence that the Council and the appellant for Appeal A[2] ("Appellant A") have consistently referenced 258 as a proxy for 258-262. Of particular note, 258 was stated as the site address on the application forms for seven applications made to the Council for development of 258-262, and the individual SAP reports prepared for building regulations purposes address all units within 258-262 as '258'.

10. Nevertheless, both the description of the land and the plan it refers to each identify the area subject to the Notice ("the Land") as 254-256 and 258. 260 and 262 are not identified in either and, in my view, the Notice cannot be reasonably understood to include land at 260 and 262.

11. I am aware of no reason to prevent the Council from issuing a Notice against only part of a planning unit or units in general terms. Whether the planning unit is the buildings as a whole, or each individual apartment, the Notice requires the cessation of one specific use only and would leave the buildings and all units intact.

12. The appellants also claim conversion of their respective buildings for Class C3 dwellinghouse uses occurred with planning permission under a development order, and it may be that the buildings could be used in their current form for use or uses other than short-term lets.

13. I note the Council's submissions that the remaining units could not be operated for the use alleged without the Land subject to the Notice. But the Council's questions were put to Ms Mojzis, and not Mr Power the appellant's architect, and I have not seen compelling evidence that it would be impossible to do so.

14. The appellants may prefer to use the buildings and apartments in their current form for other uses, but the Notice would not necessarily prevent them from using those in 260 and 262 for short-term letting. The appellants advise internal walls could be installed in the apartments marginally affected to exclude areas subject to the Notice, and given the generally spacious design of the units that would appear to be possible. It may also be that

[1] Westminster CC v SSE & Aboro [1983] JPL 602, Ferris v SSE [1998] JPL 777
[2] Although the integrity, or otherwise, of the Notice is of interest to both appellants, in relation to this matter any interest related to potential injustice is limited to the appellant for Appeal A, as sole owner of 258-262.

in doing so both lift and stair access to most units could be facilitated without use of the land subject to the Notice.

15. There is also no appeal on ground (a), and therefore no prospect of planning permission being granted for uses relating to only parts of some units.

16. Overall, were I to correct the Notice to include 260 and 262, doing so would extend the Land and its requirements across 26 additional units. 258 is roughly one third of the size of building 258-262 and only contains the whole or significant parts of 8[3] apartments. Injustice would therefore arise to Appellant A were I to correct the Notice by substituting a new plan and/or correcting the address, such that it then applied to 34 apartments within 258-262. Nevertheless, the Notice in its current form is not invalid on account of dividing internal areas.

17. I therefore consider the evidence only in so far as it relates to units wholly or substantially within 254-246 and 258. Those units are all those within 254-256 along with units G.01, 1.01, 1.02, 2.01, 2.02, 3.01, 3.02 and 4.01[4] within 258.

Physical works and potential under-enforcement

18. The alleged breach of planning control relates to the material change of use of the building from offices to *sui generis* use as serviced apartments for short term lets. The requirements of the Notice are, firstly, that use for short-term let serviced apartments cease and, secondly, that use of the property return to use as office accommodation. There is no requirement to undo the physical works of conversion, or to restore the property to its condition before the breach of planning control took place.

19. At the Inquiry the parties agreed that the internal works of conversion were not in themselves development[5]. It was therefore not necessary to specify them in the alleged breach of planning control, and having not done so, planning permission would not be granted for them following compliance with the requirements of the Notice under Section 173(12) of the 1990 Act.

20. The Council considers the conversion works facilitated the material change of use and were part and parcel of it, and that it intended the Notice to require restoration of the property to its condition before the development occurred. Notably, without such a requirement, the property may remain laid out internally as domestic apartments, along with their kitchens and bathrooms, even if the only lawful use they could be put to was as offices.

21. For the appellant, Mr Power's oral evidence was that, prior to the works, 254-256 comprised rooms and partitions across varying levels, with an unusual internal layout which included rooms within rooms. He advised that substantial works had been undertaken internally, including structural alterations and works to manage varying levels across the buildings, and that to restore the building to its former condition internally would require extensive and costly additional works.

22. To require restoration to that form at this stage would therefore impose a burden on the appellants far exceeding that currently imposed by the Notice. As the Notice does not require those works, I cannot now correct it to do so without injustice to the appellant.

The area marked 'construction halted'

23. At its simplest the alleged breach of planning control is the material change of use of the property for short-term letting, but an area on the ground floor is used as offices by staff of

[3] Plus narrow parts of 4 others.
[4] The site visit established that numbering on the 3rd floor of 262-258 follows that of the 1st and 2nd floors, not as shown on the plan in CD2.0.
[5] Under Section 55(2)(a) of the 1990 Act.

Castle Trading Ltd (trading as Sanctum London). The area used by office staff is an area within which desks have been placed in parts of two spaces laid out and fitted as apartments.

24. The office use occurring comprises a handful of office desks and chairs in four domestic-sized rooms which would, if used as apartments, have been living rooms and bedrooms. It is located in an internal part of the building with no signage on the doors or inside or outside the building. The spaces are clearly designed as domestic apartments and contain domestic-style kitchens and bathrooms. Two rooms are laid out as bedrooms, and contain made up beds, along with surplus domestic furniture. These suggest a low-level, and somewhat ad-hoc, temporary use as offices.

25. Although Castle Trading operates three sites, and the office work occurring may not be limited to matters concerning 254-256 and 258-262, the use occurring is a small-scale ancillary use in my view. It is also one functionally linked to the use of the premises as serviced apartments, and not atypical of back office functions of a type that may commonly be found in or associated with a reception area. In that sense it is ordinarily ancillary to the use as serviced apartments for short term letting. The evidence does not demonstrate that the office use is a primary use, and there is therefore no mixed use of the Land. I am therefore satisfied that, in this respect, no change is required to the description of the use alleged in Section 3 of the Notice, or to the plan showing the extent of the Land.

The appeals on ground (b)

26. Appeals on ground (b) are made on the basis that the alleged breach of planning control constituted by the matters stated in the Notice have not occurred.

27. It is common ground that the buildings have been used as serviced apartments. The substantive dispute between the parties, and the principal matter before me, is whether use as serviced apartments for short-term lets has occurred in a manner which falls outside Use Class C3, such that the use is *sui generis*. The evidential burden is on the appellant.

Whether used for short-term letting

28. The term ‘short term lets’ is not defined in the Notice, and neither party have directed me to any statutory definition applicable in England.

29. The appellants’ evidence distinguishes between lettings of less than 90 days, and those for 90 days or more under an Assured Shorthold Tenancy. On the other hand, residential lettings agents employed by Castle Trading Ltd considered short lets to be those of less than 6 months[6]. The Council did not provide a definition and the Council’s witness was unable to give a specific period associated with short term letting, which demonstrates a more nuanced approach may be needed.

30. In the occupancy schedules for the eight apartments within 258 and the twenty-one apartments within 254-256, the appellants record that overnight stays occurred in all the apartments for short periods on a nightly basis, amounting to less than 90 days in total per apartment per calendar year. These show that short-term letting has occurred in all units prior to the date the Notice was served. That is clearly the case whether considering the appellants’ definition of short-term lets or a broader one, even if longer lets have also taken place.

Whether sui generis use

31. Although the Council considers the use operates as a single unit, the appellants consider the use which has occurred to be the Class C3 use of each individual apartment. Each

[6] Savills and Knight Frank (CD5.9)

apartment has the facilities required for day-to-day private domestic existence, in the *Gravesham*[7] sense, but the nature of the actual use(s) is disputed.

32. In *Moore* (2012)[8] whether the use of a dwelling for commercial holiday lettings amounted to a material change of use (from a C3 dwellinghouse use) was a question of fact and degree in each case, and would depend on the particular characteristics of the use as holiday accommodation. It was not correct to say that use of a dwelling house for commercial holiday lettings would always amount to a material change of use, or that it could never do so. The matter before me relates to whether the use occurring is materially different from a C3 use, rather than whether a material change of use has occurred, but some assistance can be taken from the approach of the court in that case.

33. The appellants place significant emphasis on Sections 25 and 25A of the Greater London Council (General Powers) Act 1973 ("the 1973 Act"). Section 25 defines use as temporary sleeping accommodation as that occupied by the same person for less than 90 consecutive nights, and deems it a material change of use ("MCU") where within a building (or part of one) previously used, designed or constructed for use as one or more permanent residences. Section 25A deems such use not to be a MCU where the total number of nights used as temporary sleeping accommodation does not exceed 90, subject to the payment of Council Tax by the person providing the accommodation.

34. Ms Mojzis' evidence clearly set out the lengths Castle Trading Ltd have gone to not to exceed 90 days of temporary sleeping accommodation in any individual apartment. The apartments in both buildings are also liable for Council Tax, which is paid by Castle Trading Ltd.

35. I have not been provided with evidence of the first use of each individual apartment, but Mr Power's evidence was that the apartments were designed to the greater space requirements for C3 residential use, even if temporary sleeping accommodation was also envisaged at the time of the conversions.

36. However, 'temporary sleeping accommodation' is not necessarily the same as 'short-term letting', and in *Mayflower*[9]*, Commercial*[10] and *Moore* the courts looked at the nature and characteristics of the uses occurring.

37. Class C3 use is defined as use as a dwellinghouse, whether or not as a sole or main residence, by a single household. The layout of the buildings and apartments contain many of the features of a C3 residential flat, with full sized domestic-style kitchens and facilities. In this case, spacious apartments are also a feature of the offer in relation to the short term lets.

38. However, hotel-style key cards to operate the doors and lighting in all units in 254-256 and the ground floor of 258, plus door access on the upper floors of 258, are not common features of residential flats in C3 use, despite Ms Mojzis' reference to another development where that is the case. There are no individual post boxes and no doorbells on the apartment doors or at the entrance to the buildings. And the third and fourth floors each contain two inter-connecting apartments, designed to facilitate independent or joint use, which is not a typical feature of C3 dwellinghouses and is more commonly found in hotels.

39. The large reception and sitting area is also consistent with short-term letting and the functional closure of the independent entrance to 254-258 and the linking of the buildings on each floor facilitate more effective management of the apartments as a single operation, even if similar arrangements may feature in some C3 apartment buildings.

[7] Gravesham BC v Secretary of State for the Environment (1984) 47 P & CR 142
[8] Moore v Secretary of State for Communities and Local Government [2012] EWCA Civ 1202; [2013] A.C.D. 19
[9] Mayflower Cambridge Ltd v Secretary of State for the Environment (1975) 30 P. & C.R. 28
[10] Commercial and Residential Property Development Company Limited v Secretary of State for the Environment [1982] JPL 513

40. The apartments have been fully furnished to a high standard with similar furnishings and effects and fully fitted kitchens (including full-sized fridge freezer, oven, hob, microwave, kettle, toaster, cooking utensils, crockery and cutlery). Each contains a TV and WiFi, hotel-style safe in a cupboard, a phone to contact reception and bed linen. I have not seen any evidence of significant quantities of personal possessions in any of the units at any time, or of any form of personalisation of the living spaces. The only exception being Ms Mojzis' statement that in relation to five lets occupiers brought their own furniture.

41. The photographs show baggage trolleys in the reception area, there is a small lounge area adjacent to the reception, and a concierge desk near the entrance. Cycle stores are provided in each building, but in the photographs in evidence there were very few cycles in them, to the extent that they were largely empty at my site visit and in all the photographs provided in evidence.

42. The apartments have been advertised on Booking.com, Expedia, siyu.co.uk, Londonservicedapartments.co.uk, and the Sanctum website. With the evidence before me, the Sanctum website appears to have emphasised nightly stays over longer ones, with an option (previously) to stay longer. "Long stay special" offers for stays of 90, 180 or 365 nights, were described as "discounted rates on extended stays, whether you are relocating, studying or having medical treatment". A small number of Assured Shorthold Tenancies (ASTs) were also arranged through residential lettings agents Silverdoor, Fox Gregory and Ultra Estates.

43. Users are referred to as guests, and the services offered include weekday maid refresh service, towels and bed linen changed twice a week (the photographs show a hotel style 'please make up the room' door handle sign), toiletries on arrival, tea towels, washing up liquid and sponge, 24hr reception and security, and all utility bills. Tea and coffee sachets are also seen in many of the apartments in the photographs in evidence, along with tissues in the bathrooms and hair dryers.

44. Ms Mojzis advised at the Inquiry that ironing facilities and towels were provided, but not always for longer stays, for which maid services were charged separately. Other chargeable services are also advertised on a daily, nightly or monthly basis including parking, weekend maid service, cots and highchairs and laundry/dry cleaning service. The Sanctum website terms and conditions specify check in and check out times, and offer early check-in and late check-out for an additional fee.

45. The Sanctum website associates serviced apartments with aparthotels, and describes them as being "similar to hotels but offer a more homely experience"[11]. It states that, "serviced apartments have access to many facilities in a more spacious and comfortable setting than the average hotel room, including a fully equipped kitchen, living area, bathroom, and more". And that hotel amenities go slightly further than those offered in serviced apartments, with additional services such as breakfast, mini-bar and room service.

46. There are a large number of online reviews in evidence, from those who have stayed at the apartments, and the Council refer to around 750 of them on booking.com and Google Review. Where stated, most relate to very short stays of two nights or more, and overall volume suggests a significant number of individual lets.

47. The planning consultant's covering letter for a planning application for 'dual use of the buildings for permanent residential and serviced apartments for occupation of less than 90 days' referred to letting on "short leases, typically for 3-6 months"[12]. In the absence of any evidence other than the leases themselves, it appears likely to me that some or all of the short leases amount to short-term letting. That would also accord with the residential lettings agents' views that short-term lets were those of less than 6 months.

[11] CD13.2
[12] CD 9.6.22

48. In relation to the eight apartments in 258 between 2017 and 2023, only ten of the 24 longer lettings were of 6 months or more, and likely to be or akin to permanent residential use. Seven were for 90 days, and there were a number for around 120 days. On all but one of the years half or less of the apartments were let out on leases of 90 days or greater.

49. Regarding the twenty-one apartments in 254-256 between 2018 and 2023, only a third of the 33 longer lettings were of 6 months or more. Around another third were for 90 days, and a further four for just over 90 days. There were also periods when only three of the apartments were let for 90 days or more.

50. Notably, some of the apartments have never been occupied for a continuous period of 90 days or more by the same occupier.

51. The lettings of 90 days or greater are stated to be ASTs, but Ms Mojzis conceded in cross examination that many were not signed by the occupier, but by her on their behalf, and that the occupier was simply provided a copy on check-in. In the majority of cases 'performance deposits' were taken, more commonly used for hotel-style short lettings, and consistent with the Sanctum website bookings terms and conditions. There also appeared to be a distinction between the AST lettings arranged directly through Castle Trading and the small number managed or arranged through residential lettings agents, where deposits were held in an AST tenancy deposit scheme as required by law. In many cases, particularly those closer to 90 days, the full amount was also paid upfront, rather than monthly or periodically, which appears consistent with short-term letting through an online platform.

52. In 2021 COVID restrictions appear to have reduced the number of lets of less than 90 days, and increased the proportion of longer lets arranged as ASTs by residential lettings agents. A flood affecting building services made 254-256 uninhabitable from July 2021 - May 2022, which reduced overall lettings for a period.

53. In 2017 and for 14 days in 2018, four apartments in 258 also housed former residents of the Grenfell estate and Camden residents in urgent need of temporary housing. In only one instance did those stays exceed 37 nights, and there is no evidence that these lettings made a material difference to the character of the use occurring.

54. In 2023 the building was offered for sale, and only short lets have been offered since that date. In that year there were no longer-term tenancies at all in 258, and only three in 254-256, falling to only one after September 2023 until the issue of the Notice in April 2024. Shorter lets of the buildings continued during these periods, and the use of the buildings for a period of at least a year prior to issue of the Notice was solely use for short-term letting.

55. Overall, considering all the evidence, the appellant has not demonstrated that the use which has occurred is not a *sui generis* one. The overall character of the use is distinguishable from a Class C3 use, and the overall number of units in the entire building(s) operating together in a similar manner contribute to that character. Although there have been significant vacant periods, and the number of very short lets has been limited to no more than 90 nights per apartment per year, many more of the lettings have been for 90 nights, or only slightly longer. The housekeeping, services and facilities within the apartments, concierge/security and additional services, and the absence of evidence of personal effects also contribute to that, and bear a number of resemblances to a hotel use.

56. On the balance of probabilities, with the evidence before me, the use that has occurred is the *sui generis* use of the property for serviced apartments for short term lets.

57. The appeals on ground (b) therefore fail, and the parties were clear there was no argument on ground (c).

The appeals on ground (d)

58. Appeals on ground (d) are made 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 constituted by the matters alleged. The onus is on the appellants to demonstrate their case.

59. The substance of the appellants' case on ground (d) is that, if the serviced apartments for short-term letting are not uses falling within Use Class C3, then they are nevertheless dwellinghouses. They claim the Council was too late to take enforcement action as the time period for doing so would be four years[13].

60. The parties agree that the internal works of conversion were not development for the purposes of the 1990 Act[14] and the Notice neither alleges operational development nor requires physical restoration of the buildings. The development for the purposes of Section 55 and the commencement of development under Section 56 of the 1990 Act was therefore the material change of use of the land. That occurred on different dates for each of the two buildings.

61. The appellants consider the material change of use occurred, at the latest, on substantial completion of the works when the apartments were equipped with the facilities required for day-to-day private domestic existence in the *Gravesham* sense. But actual use to which a building is put is also a factor.

62. It was held in *Moore (1998)* that a building can be described as a dwelling-house even though it is not occupied as the permanent home of one or more persons. Justice Holgate made clear in *Rectory Homes*[15] that a "dwellinghouse" may remain as such while being put to a number of different uses, and C3 use is not exhaustive of the uses to which a dwellinghouse may be put.

63. I found above that *sui generis* use as serviced apartments for short term lets had occurred. That is the case even if it occurred within apartments considered to be dwellinghouses in the *Gravesham* sense.

64. The appellants state that first occupation of 258 was on 12 December 2016, although I have not seen that evidenced. Apartments 202 and 301 were first used for lets of less than 90 days in 2016, and the remaining units were in 2017. All eight apartments were used for lettings of less than 90 days in each year except for those on the 3rd and 4th floors in 2020 and the 2nd floor in 2021; but some were used for that use for as little as two and six days in some years. Although I consider some of the longer lets to have been a part of the short-term letting use the use was far from continuous in relation to any apartment. In addition, the appellant claims C3 residential uses have occurred under assured shorthold tenancies, and some of those lets may have borne the characteristics of C3 dwellinghouses, rather than short-term letting.

65. In relation to 254-256, the appellants claim the conversion was substantially complete by March 2018, but the Assent Building Control letter states some small areas remained incomplete and had been sectioned off in December 2019. The appellants claim first occupation of the building occurred on 17 June 2018, although the only recorded occupation on that date was Unit G10. With the exception of 113, 210 and 407 every apartment was let out at least once for lettings of less than 90 days per year between 2018 and 2020, but for annual periods of between just 1 and 87 days a year. In 2021 half the apartments were let out for short lets of less than 90 days for between 4 and 46 nights, and in 2022 and 2023 all but 3 were let out for periods of up to 86 days per year.

[13] Section 171B(2) of the 1990 Act, applying transitional provisions in Section 115 of the Levelling-up and Regeneration Act 2023 as the breach occurred before 25th July 2024
[14] Section 55(2)(a)(i)
[15] As set out in London Borough of Brent v SSLHC and Rothchild CO/3240/2021

66. Five apartments were not recorded as being let for any periods greater than 90 days, but were consequently left vacant for 275 days or more per year. The entire building was also closed for 10 months due to the flood in 2020 which affected the services for all apartments. In addition, the appellants claim C3 residential uses have occurred under assured shorthold tenancies, and around half the apartments have been used for lettings of around 6 months or greater.

67. The breach of planning control alleged is *sui generis* use as serviced apartments for short term lets, and by the appellants' own evidence lets of less than 90 days have only occurred for a maximum of 90 days in relation to any one apartment each year. As set out above, most apartments have also been let out on longer leases but, even though many of these are also likely to have been short-term letting, there are substantial gaps in occupation for most units in most years. Those gaps are more than *de minimis* and the appellant has not demonstrated that any apartment has been let as serviced apartments for short term lets (even in its broadest sense) continuously for a period of four years at any time before the notice was issued on 29 April 2024.

68. Furthermore, the appellants' case on ground (b), and correspondence with the Council, has been on the basis that the use occurring was as C3 dwellinghouses used for up to 90 days for temporary sleeping accommodation. During the periods of vacancy the Council could not have known which use was purported to have been occurring in relation to each individual apartment, such that it could not have taken enforcement action against it. In *Thurrock*[16] and *Swale*[17] the courts found a use can only become lawful if it continues throughout the relevant immunity period, such that the LPA could have taken enforcement action at any time. The use of a building as a dwellinghouse must be affirmatively established, and a use may only be dormant if it has acquired lawfulness. That has not been demonstrated in this case.

69. The appeals on ground (d) therefore fail.

The appeals on ground (f)

70. The appeals on ground (f) are made on the basis that the steps required to comply with the requirements of the notice exceed what is necessary to remedy the breach of planning control, or remedy the injury to amenity as the case may be. In this case the purpose is to remedy the breach.

71. The first requirement of the Notice is to permanently cease the use of the property for short-term let serviced apartments. The second is to return the use of the property to office accommodation.

72. The alleged breach of planning control, as corrected, is the material change of use of the property to serviced apartments for short term lets (*sui generis*).

73. The minimum step needed to remedy the breach of planning control is therefore the cessation of the use as found in requirement 5.a. Requiring active re-use as offices is not necessary, as requirement 5.a alone would remedy the breach of planning control. Neither party have identified any other lesser steps which would achieve the purposes of the Notice with less cost and disruption to the appellant than cessation of the use. I shall therefore vary the Notice by deleting requirement 5.b.

74. The appeals on ground (f) therefore succeed to that extent.

[16] Thurrock BC v SSETR & Holding [2002] EWCA Civ 226
[17] Swale BC v FSS & Lee [2005] EWCA Civ 1568

The appeals on ground (g)

75. Appeals on ground (g) are made on the basis that the period for compliance with the steps falls short of what should reasonably be allowed.

76. The appellants' case that the three-month period would not be sufficient to carry out works or institute an office use related solely to requirement 5.b. Having varied the notice to remove that requirement, the appeals on ground (g) fall away.

Conclusion

77. For the reasons given above, I conclude that the appeals should not succeed. I shall uphold the enforcement notice with a correction and a variation.

Formal Decisions

Appeal A

78. It is directed that the enforcement notice is corrected by:

    - In Section 3.a, the deletion of the words "from 2 x office blocks";

    and varied by:

    - In Section 5, the deletion of the words "b. Return the use of the Property to office accommodation".

79. Subject to the correction and variation, the appeal is dismissed, and the enforcement notice is upheld.

Appeal B

80. It is directed that the enforcement notice is corrected by:

    - In Section 3.a, the deletion of the words "from 2 x office blocks";

    and varied by:

    - In Section 5, the deletion of the words "b. Return the use of the Property to office accommodation".

81. Subject to the correction and variation, the appeal is dismissed, and the enforcement notice is upheld.

Peter White

INSPECTOR

APPEARANCES

FOR THE APPELLANT:
Richard Harwood OBE KC – Barrister – instructed by Alan Power Associates Ltd, *called:*
Alan Power RIBA
Michelle Mojzis – General Manager of Sanctum London (Castle Trading Ltd)

FOR THE LOCAL PLANNING AUTHORITY:
Matthew Henderson – Barrister - instructed by Egle Gineikiene, Planning Lawyer, *called:*
Katrina Lamont BSc MSc(Hons) – Senior Planning Officer

DOCUMENTS AND PLANS

Inquiry document 1: The appellant's proposed amendment for Unit 16
Inquiry document 2: Moore v Secretary of state for Communities and Local Government [2021] EWCA Civ 1202 (J.P.L. 2013, 2, 192-203)