

APPELLANT'S RESPONSE TO LPA APPEAL STATEMENT

Appeal Reference: APP/R5510/X/25/3376637

LPA Reference: 15437/APP/2025/1206

Site: 11A Hamilton Road, Hayes, UB3 3AR

Appellant: Mr Narinder Singh Khurana

Date: 25/03/2026

1. Introduction

This response is submitted on behalf of the Appellant in reply to the London Borough of Hillingdon's Appeal Statement. The Appellant maintains that the rear annexe at 11A Hamilton Road has been in continuous use as a self-contained residential dwelling for over four years prior to the application date, and that the evidence clearly demonstrates this on the balance of probability.

2. The LPA Has Applied the Wrong Legal Test

At paragraph 3.8 of its statement, the LPA says the evidence does not demonstrate the use "*beyond reasonable doubt*."

This is the wrong test. Applications under Section 191 of the Town and Country Planning Act 1990 are assessed on the **balance of probability** — the civil standard. "Beyond reasonable doubt" is the criminal standard and has no place in LDC assessments. The LPA themselves use the correct test elsewhere in their statement (paragraphs 3.1, 4.1, and 4.2), which makes this error at paragraph 3.8 all the more concerning. If the case officer assessed the original application against this higher threshold, the decision was wrong from the outset.

3. Response to the LPA's Criticisms

Electoral Roll (LPA para 3.10)

There is no legal requirement to register to vote in order to live somewhere. Many tenants do not appear on the electoral roll. The absence of registration is not evidence of non-occupation — it is simply an absence of one type of evidence.

Land Registry (LPA para 3.10)

There is no requirement for an annexe to have its own Land Registry title in order to be used as a separate dwelling. The Land Registry records ownership, not use. Many lawful converted flats do not have separate titles. This point is irrelevant.

Utilities (LPA para 3.11)

The LPA says there is no evidence of separate utility connections. However, **Clause 5 of the tenancy agreement** states the rent of £800 per month is “Inclusive of all utilities bills and council Tax,” and **Clause 19** confirms the tenant is not responsible for paying any utilities. The tenancy was all-inclusive, so there would be no separate utility bills in the tenant’s name. The LPA’s own evidence answers this criticism.

Tenancy Agreement (LPA para 3.12)

The signed AST dated 29 March 2021 establishes when occupation began. It is not relied on alone — the continuity of occupation is shown by the rent records, council tax, and key return evidence.

The LPA also questions (at para 3.15) whether the tenancy continued after the fixed term. Under **Section 5 of the Housing Act 1988**, when an assured shorthold tenancy reaches the end of its fixed term without being terminated, it automatically becomes a statutory periodic tenancy. This happens by operation of law. No “corroborating evidence” is needed — it is automatic.

Rent Statement (LPA para 3.14)

The LPA dismisses this because it is “not a verified bank statement.” The rent statement comes from Gnomen PMS, a professional property management system used by the managing agent Galaxy Real Estate. It is a third-party record — not a document created by the Appellant. It shows continuous monthly rent of £800 from Miss Vishwanee Danoo for 11A Hamilton Road from March 2021 to May 2025 without any gaps. There is no legal requirement for bank statements specifically. The LPA has given no reason to doubt this record’s authenticity.

Council Tax (LPA para 3.16)

The 2024/25 Council Tax Bill is addressed to “**Miss Vishwanee Danoo, Annex At, 11A Hamilton Road**” — confirming the council treated the annexe as a separate dwelling and identified the tenant as the liable person. Charges run from 29 March 2021 onwards. The 2025/26 bill shows “New Account” simply because liability transferred to the landlord after the tenant left in May 2025. This does not suggest the property was unoccupied — the opposite.

Repairs and Maintenance (LPA para 3.13)

The LPA suggests the lack of repair records could indicate a break in occupation. This is speculation. Many tenancies proceed without significant repair issues. The LPA has not identified any specific period of alleged non-occupation.

4. Key Return Evidence

The following evidence confirms the end of a continuous period of occupation:

- **Email from Galaxy Real Estate (27 May 2025)** confirming Miss Danoo returned the keys at 2.42pm at the agent's office;
- **Visitor Record Book** with a handwritten entry recording "Vishwanee Danoo" attending on 27/05/25 for "Returning Keys";
- **Photograph of the returned keys** attached to the correspondence.

Miss Danoo could not return keys she did not hold. This confirms she had continuous possession of the property from 29 March 2021 until 27 May 2025 — over four years.

5. The Central Avenue Case Is Different

The LPA relies heavily on the dismissed appeal at 20 Annexe, Central Avenue (APP/R5510/X/24/3342495). That case is very different from this one. In Central Avenue:

- No tenancy agreement was submitted for the relevant period;
- No rent records were provided;
- The appellant referred to "lodger agreements" but none were presented;
- No utility bills, bank statements, or rent receipts were submitted;
- Tenant start dates were given but no end dates;
- A previous LDC for the same use had already been refused in 2017 for the same gaps.

By contrast, this appeal includes a signed tenancy agreement, continuous monthly rent records from a professional agent, council tax in the tenant's name, a protected deposit certificate, and documented key return. The evidence in this case addresses every gap that caused the Central Avenue appeal to fail.

6. Summary

The evidence tells a clear and consistent story:

- **29 March 2021:** Signed tenancy agreement; tenant moves in;
- **6 May 2021:** Deposit protected through the DPS;
- **March 2021 onwards:** Council tax levied on the annexe as a separate dwelling;
- **March 2021 – May 2025:** Continuous monthly rent payments without any gap;

- **27 May 2025:** Tenant returns keys to managing agent, ending a tenancy of over 4 years.

The LPA has produced no contrary evidence whatsoever — no enforcement visit records, no neighbour statements, nothing to suggest the annexe was ever unoccupied during this period. On the balance of probability, the use is clearly established.

The Inspector is respectfully requested to allow the appeal and grant a Certificate of Lawful Use.

Signed:

Mr Narinder Singh Khurana

A handwritten signature in black ink, appearing to be 'Narinder Singh Khurana', written over a horizontal line.

Date: 25/03/2026