

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/81/12/25, RPT/0074/12/25, RPT/80/12/25, RPT/0076/12/25,
RPT/0078/12/25, RPT/0079/12/25, RPT/0075/12/25, RPT/0082/12/25,
RPT/0077/12/27

In the Matter of 73 Claude Road, Cardiff CF24 3QB, 91 Claude Road, Cardiff CF24 3QD, 93 Claude Road, Cardiff CF24 3QD, 127, Arabella Street, Cardiff CF24 4SY, 128 Arabella Street, Cardiff CF24 4SY, 166 Arabella Street, Cardiff CF24 4SZ, 125 Mackintosh Place, Cardiff CF24 4RN, 126 Mackintosh Place, Cardiff CF24 4RR, 12 Pen-Y-Wain Road, Cardiff, CF24 4GG

And in the Matter of Appeals under paragraph 31 of Part 3 of Schedule 5 to the Housing Act 2004

Applicant: Mr. Assan Khan
Representation: In person

Respondent: Cardiff County Council
Representation: Dan Dyson of counsel

Type of Application: Appeals against the granting of HMO Licences

Tribunal: Colin Green (Chairman)
Hefin Lewis FRICS (Valuer Member)
Carole Thomas (Lay Member)

Date of hearing: 14 and 5 May 2026

DECISION

- (1) In respect of 127 Arabella Street and 12 Pen-Y-Wain Road, the Respondent accepts that the HMO licences are invalid and therefore the Applicant's appeals in respect of such licences are dismissed.
- (2) In respect of 73 Claude Road, 91 Claude Road, 93 Claude Road, 128 Arabella Street, 166 Arabella Street, 125 Mackintosh Place, and 126 Mackintosh Place, the decisions of the Respondent to grant the HMO licenses are confirmed.
- (3) In respect of an application for costs by either party:

- a. By **4.00 pm on 1 June 2026**, the **party claiming costs** shall serve on the other party and file with the Tribunal written submissions setting out the grounds on which costs are claimed, the amount claimed, and a breakdown of how such costs have been calculated.
- b. The **party from whom costs are sought** is entitled to serve written submissions in reply, and shall file the same with the Tribunal, by **4.00 pm on 15 June 2026**.

REASONS FOR DECISION

Introduction

1. The Applicant, Mr. Assan Khan, has appealed in respect of HMO (Houses in Multiple Occupation) licences granted by the Respondent Council, the local housing authority, in respect of each of the above nine properties. The appeals were made under Section 71 and Schedule 5, Part 3, paragraphs 31 of the Housing Act 2004:

“31(1) The applicant or any relevant person may appeal to the appropriate tribunal against a decision by the local housing authority on an application for a licence—
(a) to refuse to grant the licence, or
(b) to grant the licence.

(2) An appeal under sub-paragraph (1)(b) may, in particular, relate to any of the terms of the licence.”

2. The Tribunal’s powers on an appeal are set out in paragraph 34:

“34(1) This paragraph applies to appeals to the appropriate tribunal under paragraph 31 or 32.

(2) An appeal—

(a) is to be by way of a re-hearing, but

(b) may be determined having regard to matters of which the authority were unaware.

(3) The tribunal may confirm, reverse or vary the decision of the local housing authority.”

(4) On an appeal under paragraph 31 the tribunal may direct the authority to grant a licence to the applicant for the licence on such terms as the tribunal may direct”

3. An inspection of the properties was fixed for 10.00 am on 11 May, starting at 73 Claude Road. It was attended by Mr. Khan and Corrine Davies, a housing enforcement supervisor who was the author of the Council’s statement of case, and two panel members: Mr. Lewis and Mrs. Thomas. After some discussion it was agreed with the parties that in respect of the issues to be determined on the appeals, no inspections were necessary.

4. The hearing took place via Microsoft Teams on 14 and 15 May 2026. Mr. Khan appeared in person, and the Council was represented by Mr. Dyson of counsel. The Tribunal heard testimony from Mr. Khan and Aled Godrey, an inspector from the Council, and Mrs. Davies. There were also a number of documents provided by both parties, some during the course of the hearing.

5. Paragraphs 1 to 4 and 12 of Part 1 of Schedule 5 (Procedure relating to grant or refusal of licences) provide as follows:

"1 Before granting a licence, the local housing authority must—

(a) serve a notice under this paragraph, together with a copy of the proposed licence, on the applicant for the licence and each relevant person, and

(b) consider any representations made in accordance with the notice and not withdrawn.

2 The notice under paragraph 1 must state that the authority are proposing to grant the licence and set out—

(a) the reasons for granting the licence,

(b) the main terms of the licence, and

(c) the end of the consultation period.

3(1) This paragraph applies if, having considered representations made in accordance with a notice under paragraph 1 or this paragraph, the local housing authority propose to grant a licence with modifications.

(2) Before granting the licence the authority must—

(a) serve a notice under this paragraph on the applicant for the licence and each relevant person, and

(b) consider any representations made in accordance with the notice and not withdrawn.

4 The notice under paragraph 3 must set out—

(a) the proposed modifications,

(b) the reasons for them, and

(c) the end of the consultation period."

...

Meaning of "the end of the consultation period"

12(1) In this Part of this Schedule "the end of the consultation period" means the last day for making representations in respect of the matter in question.

(2) The end of the consultation period must be—

- (a) *in the case of a notice under paragraph 1 or 5, a day which is at least 14 days after the date of service of the notice; and*
- (b) *in the case of a notice under paragraph 3, a day which is at least 7 days after the date of service of the notice.*
- (3) *In sub-paragraph (2) “the date of service” of a notice means, in a case where more than one notice is served, the date on which the last of the notices is served.”*

6. Therefore, it is a mandatory requirement that a notice be served before a licence is granted and that notice must state the end of the consultation period, which must be at least 14 days after the date of service of a notice under paragraph 1, or 7 days in respect of a modification notice under paragraph 3. Although not expressly stated, it is clear that the full consultation period must be allowed and the licence cannot be granted until after the end of the consultation period in respect of which a valid notice has been served.

7. The issues will be considered under the following headings.

Unopposed appeals

8. In respect of 127 Arabella Street and 12 Pen-Y-Wain Road, the Council accepts that the HMO licences are invalid as the dates given in the modification notices for the end of the consultation period were less than 7 days after service. There can be no appeal against an invalid decision, and therefore the appeals in respect of these properties must be dismissed.

Short service

9. In respect of the following properties, at the outset of these appeals Mr. Khan contended that the expiry of the relevant consultation period was less than the minimum prescribed period after service of the notice on him (shown in brackets): 125 Mackintosh Place (14 days), 126 Mackintosh Place (14 days), 128 Arabella Street (7 days), 166 Arabella Street (14 days), 73 Claude Road (14 days), 91 Claude Road (14 days), and 93 Claude Road (14 days). In respect of 128 Arabella Street, at the hearing Mr. Khan accepted that the deemed date of service by post left at least 7 days before the end of the consultation period. In respect of the other properties listed, his claim was that the consultation period stated in the letters ended 21 days after *service* of the notice on him. That is incorrect, the notices stated:

*“If you disagree with any of the conditions, you must make representations to this office **within 21 days of the date of this letter.**”* (emphasis added)

Calculated from the date of each letter, at least 14 days were available after service, and the Council's decisions were after the expiry of the consultation period. Therefore, these grounds of appeal fail.

128 Arabella Street

10. There is an additional ground of appeal in respect of this property concerning the requirements of paragraph 4 of Schedule 5. Mr. Khan's case is that the modification notice of 25 November 2025 did not provide the proposed modifications, the reasons for permitting them, and details as to when the consultation period ends. The Tribunal does not agree. Mr. Khan's representations are set out in an email of 6 November 2025, covering several properties. The issues raised by him will be considered below, and there was some dispute as to how many amounted to requested modifications, but that is immaterial as the requirements of paragraph 4 are in respect of the modifications proposed by the Council (of which there was only one) not all which had been requested by Mr. Khan in his representations. In the email he states:

"The applicant request numbers of occupants is increased by one"

After which he lists ten properties, including 128 Arabella Street. The draft licence for that property had given a maximum of 7 occupants. The Council's letter of 25 November was accompanied by a number of documents and in the Tribunal's view the letter should be read together with those documents. The "Licence Conditions & Requirements", under the heading "Occupancy", states that the maximum number of persons permitted to occupy the property is "8 (Eight)". Therefore, the Council was agreeing to Mr. Khan's request and proposed the modify 7 to 8.

11. The document headed "NOTICE OF INTENTION TO GRANT A LICENCE FOR A HOUSE IN MUTIPLE OCCUPATION WITH MODIFICATION" is also dated 25 November and contains the following at paragraph 6:

*"This document gives notice that the Council intends to grant a licence with modifications **and invites representations from interested parties on the proposed amended licence and conditions within 14 days of the date of this notice.** Representations must be made to the Housing Standards team (contact details below)." (emphasis added)*

12. As to the absence of reasons for increasing the maximum number of occupants from 7 to 8 (the only proposed modification) the reason is obvious: Mr. Khan requested the increase, and the Council agreed.

13. Therefore, the Tribunal does not consider that the paragraph 3 notice in respect of this property was invalid, thereby rendering the modified licence granted on 10 December, also invalid.

125 Mackintosh Place and 91 Claude Road

14. An additional ground of appeal in respect of these two properties is as follows. Paragraph 7 of Part 1 of Schedule 5 provides:

- “7(1) This paragraph applies where the local housing authority decide to grant a licence.*
- (2) The local housing authority must serve on the applicant for the licence (and, if different, the licence holder) and each relevant person—*
- (a) a copy of the licence, and*
- (b) a notice setting out—*
- (i) the reasons for deciding to grant the licence and the date on which the decision was made,*
- (ii) the right of appeal against the decision under Part 3 of this Schedule, and*
- (iii) the period within which an appeal may be made (see paragraph 33(1)).*
- (3) The documents required to be served under sub-paragraph (2) must be served within the period of seven days beginning with the day on which the decision is made.*

15. It is not disputed that the date of the decisions for both properties was 13 November, so that the 7-day period under paragraph 7(3) expired on 19 November. The Council contends that Mr. Khan was served with the documents set out in paragraph 7(2) as attachments to an email of that date and by first class post, posted on that date. Mr. Khan’s case is that there was no valid service by email and that he received the notices by second class post on 20 November, one day out of time.
16. He also placed reliance on paragraph 12(3) (set out in paragraph 5 above) and stated that if there had been service by email and post, the effective date of service is the date on which the last notice was served. That is incorrect, paragraph 12(3) is concerned with calculating the end of the relevant consultation period and has no application to service of a notice under paragraph 7(3). Further, the reference to “where more than one notice is served” means two different notices, not two different modes of service of the same notice.
17. Mr. Khan also sought to rely on the provisions of the Civil Procedure Rules in respect of service. The CPR apply to the service of documents in legal

proceedings however, not to the service of documents by a local authority. That is governed by the provisions of s. 233 of the Local Government Act 1972, so that a document,

“may be given to or served on the person in question either by delivering it to him, or by leaving it at his proper address, or by sending it by post to him at that address” (s.233(2))

18. In the case of service by post, under s. 7 of the Interpretation Act 1978:

“...the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.”

19. Dealing first with service by email, The Tribunal was referred to the recent decision of the High Court in *Berow v Maidstone Borough Council* [2026] EWHC 635 (Admin), which confirmed the lawfulness of serving decision notices on parties by email, provided the email is received by the recipient’s email system (even if the email goes into the recipient’s spam folder or does not come to their attention for some other reason).

20. In that case, the respondent to the appeal did not contend that service by email fell within s. 233 of the 1972 Act, and the appellant accepted that use of the word “may” allows for other methods of service outside those specified in section 233(2), such as email service. It was therefore the common law which governed service in that case. Section 8 of the Electronic Communications Act 2000 empowers a Minister to modify legislation in order to authorise or facilitate the use of electronic communications, but the power in section 8 has not been exercised in respect of the service of documents under the 1972 or 2004 Acts.

21. After reviewing the case law, the court concluded at paragraph [49]:

“The case law shows that, in basic terms, service at common law is available where, as is usually the case, the statutory regime concerned does not provide an exhaustive set of means of service. Where, as in the present case, a person chooses to rely on the common law, that person bears the burden of proving that service was effected. This means they must show that the notice or other thing required to be served was received by the person on whom service is to be effected.”

And at paragraph [55]:

“That service by email is permissible at common law is now beyond doubt, notwithstanding Parliament’s decision to make specific provision for electronic service in the 2000 Act: paragraphs 44 to 46 of UKI; paragraph 27 above).”

22. In determining whether the email had been received, reliance was placed on the previous pattern of communication between the parties by email, see: paragraph [57].
23. In the present case, the Council produced at the hearing copies of two emails sent by Amy Smith to Mr. Khan’s email address on 13 November, for 91 Claude Road at 10.05 and for 125 Mackintosh Place at 10.37, in both cases with the relevant documents for each property as attachments to the emails. The text of the emails in each case was:

*“Dear Mr Khan,
Please find attached the full licence and conditions along with cover letter for 125 Mackintosh Place. If you have any queries regarding the conditions or the completion of works, please get in touch with Aled Godfrey.
If you wish to receive a hard/paper copy of the Full Licence please respond to this email advising us of this.
Kind Regards,
Amy”*

24. It is not disputed that hard copies were sent to Mr. Khan in the post (considered below) without any request from him.
25. In the absence of any evidence of the email having been returned as undeliverable, the Tribunal finds that the two emails, with attachments, will have been delivered to Mr. Khan’s email system at some point on 13 November.
26. There had been a pattern of communication by email between the parties, but Mr. Khan’s case was that he had informed the Council that he was not prepared to accept the service of notices by email. During the hearing he provided a copy of an email exchange in respect of 152 & 154 Mackintosh Place. On 21 March 2023, Julian Love from the Council emailed him in the following terms:

*“Dear Mr Khan
Please see attached covering letter and the response to your representation. I would be grateful if you could provide the clarification requested in relation to some of your representations within the next 7 days.*

*Regards
Julian Love”*

27. Clearly, a letter was attached to the email. Mr. Khan replied by an email of 3 April 2023:

*“Dear Sir/Madam,
Thank you for your previous email.
Please can you post the attachments as I am having
difficulty opening them.
Please can you allow me a further 21 days in order to come
back to you reagarding your reply in respect of the above
licences.
I respectfully request that the above conditions can be agreed
by negotiation to save time.
Thank you once again for your kind assistance in this matter.*

Yours faithfully

Mr Assan Khan

DISCLAIMER:

*For the avoidance of doubt, this email address does not
accept any documents for service.”*

28. The question arises therefore, did the disclaimer have the effect of preventing valid service by email of the two subsequent emails of 13 November 2025, with attachments?
29. Mr. Dyson made the following submissions. First, that the wording of the disclaimer relates to an email address not to a person. In the Tribunal’s view this is not correct, and the clear meaning is that Mr. Khan will not accept any documents for service by email. In any event, the email address – akhan36@aol.com – is the same as that used in the two emails of 13 November 2025.
30. Second, that although there are statutory and other provisions which regulate the need to agree to email service, discussed in the *Berow* case (such as the CPR), the judgment does not deal with the issue at common law, and the Tribunal was not referred to any authorities on the position at common law where a person states that they will not accept service by email. Mr. Dyson submitted that one cannot validly do so.
31. Free of authority, in the Tribunal’s view, although agreement is not necessary for the purpose of good service by email at common law, refusal to accept service by such means, where other modes of service are available, is effective and will prevent valid service by email at common law.

32. Mr. Dyson pointed out that there was a pattern of communication by email both before and after Mr. Khan's email of 3 April 2023. That is correct in that both parties emailed each other, but on the footing that the disclaimer was effective there is insufficiently clear evidence that Mr. Khan's conduct thereafter amounted a clear retraction of his disclaimer and that notwithstanding his previous disclaimer he was now prepared to accept service of documents by email.
33. In addition, Mr. Dyson suggested there is an inconsistency between the disclaimer in Mr. Khan's email of 3 April 2023 and the content of the email, in that his reference to "the above conditions" and "a further 21 days" indicates that he was able to open the attachment to Mr. Love's email. Mr. Khan does not say in the email that he cannot open the attachments however, only that he is "having difficulty opening them". Nevertheless, in the Tribunal's view the issue does not turn on whether in any particular case the person stating they will not accept service of documents by email can provide justification for that position, such as limited computer skills or hardware, or a preference for hard copy over electronic documents; they are entitled to refuse to accept service by email for whatever reason.
34. Therefore, the attachments to the two emails of 13 November were not validly served.
35. Turning to service by post, during the hearing Mr. Khan provided scanned copies of the front and rear of two A4 envelopes which he claimed were those in which the documents were posted to him by the Council by second-class post on 14 November. The envelopes are franked "14-11-25" and are shown as second-class post. On the rear of the envelopes the following has been stamped:
- "If Undelivered, please return to:
Shared Regulatory Services
Cardiff City Council, County Hall
Room 116, Atlantic Wharf
Cardiff CF10 4 UW"*
36. Mr. Khan's evidence was that he received this post on 20 November, which will also have been the deemed date of service by post.
37. Mr. Khan accepted that in the case of all other documents served by the Council in these appeals, service was by first-class post but stated that sometimes documents would be sent second-class. The Tribunal finds that in respect of the documents posted pursuant to paragraph 7(3) for 125 Mackintosh Place and 91 Claude Road, they were posted second-class post on 14 November and were served on 20 November. The Council did not provide any corroborative evidence of first-class posting or an

alternative explanation as to what documents were contained is those envelopes.

38. It should be noted that Mr. Khan also relied on the following concerning service of notices by the Council. In a decision dated 22 July 2021, in proceedings between the same parties, the Tribunal considered three HMO licence appeals by Mr. Khan in respect of 91, Claude Road, 119, Claude Road, and 12 Pen-Y-Wain Road. Paragraphs 11 and 12 of the decision were as follows:

“11. The Tribunal heard evidence from Rachel Stickler, a neighbourhood service officer in the Housing Enforcement Division of Shared Regulatory Services. Ms Stickler had no personal involvement with the service of the notices in this case, which were dealt with by the HMO licensing department, but her evidence was that such notices would normally be sent on the date of the letter by first-class post, before 4.30 p.m.

12. On that footing, the earliest date of service by post in respect of notices dated 4 July would be the following day, 5 July, and 14 days after 5 July is 19 July. Therefore, the licences of 18 July were granted prematurely, before the expiry of the minimum 14-day consultation period...”

39. Mr. Khan made a subject access request on 20 July 2024 regarding disclosure of all information held by the Council in respect of him and his properties. The information notes for 12 Pen-Y-Wain Road he obtained state that the draft license was logged on the Council portal on 4 July 2019 but most likely not posted out. Therefore, Mr. Khan contends that the Council misled the Tribunal in those proceedings and that in that decision it was wrong to determine that on the balance of probabilities the draft licenses were posted on 4 July 2019 when the evidence obtained under the subject access request in 2024 shows the draft license for 12 Pen-Y-Wain Road was not posted by the Council.

40. From this, Mr. Khan invited the Tribunal to conclude that the Council's evidence concerning posting in respect of this ground of appeal should be regarded as unreliable. The Tribunal does not consider that any such general inference can be made from the single instance relied on by Mr. Khan, and no reliance was placed on this in making the finding that the documents posted pursuant to paragraph 7(3) for 125 Mackintosh Place and 91 Claude Road were posted second-class post on 14 November and were served on 20 November (as contended by Mr. Khan).

41. What is the consequence of the documents having been served outside the 7-day period, one-day late? Mr. Khan submitted that this rendered the decision to grant the licences invalid or “void”. The Tribunal does not agree. There is a significant difference between a failure to provide the minimum consultation period in respect of a draft licence or to determine the licence application before the expiry of the consultation period, matters which go directly to the statutory procedure for granting or refusing licences and may result in prejudice to the applicant. In the case of serving the documents described in paragraph 7(2), this takes place after the final decision has been made and the statutory procedure is at an end, save for any appeal. In respect of appeals, paragraph 33 provides:

“33(1) Any appeal under paragraph 31 against a decision to grant, or (as the case may be) to refuse to grant, a licence must be made within the period of 28 days beginning with the date specified in the notice under paragraph 7 or 8 as the date on which the decision was made.

(2) Any appeal under paragraph 32 against a decision to vary or revoke, or (as the case may be) to refuse to vary or revoke, a licence must be made within the period of 28 days beginning with the date specified in the notice under paragraph 16, 21, 24 or 28 as the date on which the decision was made.

(3) The appropriate tribunal may allow an appeal to be made to it after the end of the period mentioned in sub-paragraph (1) or (2) if it is satisfied that there is a good reason for the failure to appeal before the end of that period (and for any delay since then in applying for permission to appeal out of time).”

42. Under paragraph 33(1), the time for appealing is 28 days from the date on which the decision was made, not 28 days from the date of sending a copy of the licence and the relevant notice or serving the same. This means that it is likely that an applicant will have something less than 28 days to appeal by the time such documents are received and may explain why, under paragraph 7(3), they must be served within the period of 7 days beginning with the day on which the decision is made.

43. This is mitigated however, by the provisions of paragraph 33(3) which allows the appropriate tribunal to extend the time for appealing or allow an appeal to be made for which permission is sought out of time. Where there is service outside the 7-day period, if this results in prejudice in making an appeal within 28 days from the date of the decision, application can be made to allow sufficient time. In fact, Mr. Khan’s appeals in respect of these two licences were made within the 28-day period.

44. Therefore, the Tribunal does not consider that service by the Council, one-day late, rendered the prior decisions to grant licences invalid or void. Even though the requirements of paragraph 7(3) are mandatory, clear words would be required to have that effect, and the statutory provisions provide a remedy where there is late service, should it be required.

Other grounds of appeal

45. Further matters were raised by Mr. Khan, which can be summarised as follows. The subject properties fell within the Plas Newydd Project, a discretionary scheme (not mandatory) for the grant of HMO licences which ended on 31 December 2025. The evidence from Mr. Godfrey and Mrs. Davies was that the usual procedure on an application was for the Council to inspect a property and provide a schedule of works considered necessary, which the applicant could complete before the application for a licence was determined under the statutory procedure. If there were no outstanding issues, a “clean” licence would be granted that did not require specific work to be carried out as a condition of the licence. The Council advised Mr. Khan this would be how it would approach matters.
46. The Council was concerned with the delay in inspections with other properties owned by Mr. Khan however, due to cancellation and his rearranging appointments, and being unable to gain access. Mr. Khan informed the Council that he wanted clean licences with no works on them, and in the light of the inspection issues and that his applications had to be determined by the end of December 2025, that is the approach which the Council adopted. There were no inspections and the proposed licences contained conditions which were standard for houses converted into flats, with no current work requirements; in other words, a clean licence. The Council intended to inspect during the five-year period of the licence and deal with any required works at that time.
47. Mr. Khan’s case is that he was given assurances that there would be inspections with the opportunity to carry out any required works before he was granted a clean licence, and that the doctrine of promissory estoppel applies so that the Council was obliged to follow this procedure in his case, which it failed to do. He has been deprived of the opportunity of making representations to agree suitable alternatives to rectify any defects and determine a creditable plan for completing the works, before the grant of the licences.
48. There is a dispute as to whether there were issues concerning the inspection of Mr. Khan’s other properties and his agreement to the grant of clean licences without prior inspection. Taking his case at its highest however, the Tribunal does not consider that his complaints provide a basis on which to challenge the Council’s decisions to grant the licences.

49. The doctrine of promissory estoppel has no application in such circumstances. It arises where a clear and unambiguous promise is made without the exchange of consideration, but which is nevertheless binding and enforceable if the other party acted in reliance on it to their detriment, and that reliance was reasonable and foreseeable.
50. It is difficult to see how there was anything more than an expectation that there would be a prior inspection here, based on what Mr. Khan was told as to the practice at that time. It would not have amounted to a clear and unambiguous promise. This was not a commercial context, and the Council had no statutory obligation to inspect. Converting current practice, over which the Council retained a discretion, into a binding obligation would amount to a fetter on the exercise of its powers under the 2004 Act.
51. In addition, there was no reliance on any “promise” made by the Council to Mr. Khan’s detriment, a necessary ingredient to convert a promise unsupported by consideration into a binding legal obligation. He relied on two kinds of detriment but in the Tribunal’s view they do not result from reliance on his part.
52. First, that he was prejudiced by the long delay in dealing with his applications. He contended that, had the Council acted promptly, he would have been subject to the ‘old’ standard conditions rather than the more stringent current standard conditions. However, Mr. Khan did not point the Tribunal to any distinction between the old and new “standard conditions”. Furthermore, any prejudice caused by delay on the Council’s part cannot have been brought about by reliance on the promise by Mr. Khan.
53. Second, Mr. Khan claims to have suffered detriment in that whereas, if the Council had adhered to its promise, he could have carried out any necessary work before the grant of a clean licence, now he is faced with the prospect of enforcement action, such as an improvement notice, after the grant of the licence. It is difficult to see how this amounts to anything more than speculation particularly since when questioned, Mr. Khan’s view was that the subject properties require no work and he is not in breach of any of the licence conditions. That might change during the remaining five years of the licences, but that would be the case even if prior inspections had been carried out and he had addressed any work the Council required – looking to the future, it is always a possibility. Even if such circumstances amount to detriment however, it is not detriment caused by Mr. Khan’s reliance on the promise, which would be necessary to give rise to a legal obligation; instead, it is detriment suffered in consequence of an assumption that a legal obligation has already arisen, and that the Council is bound by that promise and acted in breach.

54. On these appeals (other where they have been conceded) Mr. Khan asks the Tribunal to find the decisions to grant licences either invalid or to reverse the Council's decision to grant the licences, that is, to refuse to grant the licences. This is an unusual approach on appeals where licences have been granted. Mr. Khan's reasoning is as follows. If the Council's decisions were invalid or are reversed, he will have no licence, and none can now be granted under the Plas Newydd Project, which has ended. Therefore, the properties will be free of licences with conditions which might lead to future enforcement action. The absence of a licence will not be a problem as he believes there is no current mandatory requirement for an HMO licence in respect of those properties.
55. As regards varying the Council's decisions, as distinct from reversing them, Mr. Khan has not sought to vary any licence condition or provided an alternative form of words he considers appropriate. In so far as he is suggesting that there should be no conditions to the licences he has failed to make out a case for removal, and the conditions required by Schedule 4 to the 2004 Act are mandatory (s. 67).
56. The various grounds of appeal considered above are in large part set out in Mr. Khan's representations in respect of the draft licences, some of which were served outside the relevant consultation period. Where that was the case, can the Tribunal have regard to them? Mr. Dyson accepted that under paragraph 34(2)(b) (set out at paragraph 2 above) these appeals may be determined having regard to matters of which the Council was unaware at the time it made its decision, but he submitted that the word "may" confers a discretion to exclude them. The Tribunal is not minded to exclude such matters however, since Mr. Khan's case as to why the decisions should be reversed applies to applications where they were raised within the consultation period and therefore, would have to be considered in any event. Further, since the Tribunal's findings on those issues have not resulted in any decisions being reversed, it makes no difference.
57. Accordingly, the Tribunal confirms the decision to grant the licences where the appeals were opposed by the Council.

Costs

58. The Council has indicated that it might wish to make an application for costs. Directions are made for the exchange of written submissions and details of any costs claimed. In respect of any such application the Tribunal will determine the issue on paper without the need for a further hearing.

Dated this 20th day of May 2026
Colin Green (Chairman)