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Publications —— Summer 2017

Housing Litigation Update

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Foreword

We welcome you to the summer 2017 edition of Housing Litigation Update.

In this edition we begin by looking at an anti-social behaviour case with a good outcome for all concerned.

We then revisit the thorny issue for social landlords of recovery of water charges, and in particular, whether or not a landlord will be considered a 're-seller' for the purposes of The Water Resale Order 2006.

Next, we move back to anti-social behaviour, with an interesting look at a case where the anti-social behaviour complained of had ceased during the proceedings – and so whether it was appropriate for an interim Injunction Order to be made final.

The spotlight then moves to local authorities, with an article examining a couple of cases involving Local Authority allocation schemes. This is followed by a Supreme Court decision on the applicability of Article 6 of the European Convention on Human Rights when a housing authority is discharging its duties under Part VII of the Housing Act 1996.

We rarely see cases on rights of succession, and so we focus next on a recent Court of Appeal decision in respect of a challenge (based upon Human Rights grounds) to a failed succession to a secure tenancy.

The focus then moves to the problematic issue of vexatious tenants, and how a landlord may protect itself from being subjected to repeated malicious court proceedings.

Finally, we round this edition off with a sector update.

We hope that you find this edition of interest and value. We always welcome any feedback and suggestions for future articles so please feel free to email us at hlu@trowers.com with any comments.

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Injunction with a positive outcome

We were instructed in this case by Pioneer Housing and Community Group Limited (PHCG). PHCG is the freehold owner of a four bedroomed house on the Castle Vale estate in Birmingham (the property) of which their tenant has had an assured non shorthold tenancy since August 2007.

The tenant is a single mother and she still resides at the property with her four children who were aged 19, 18, 16 and 14 at the time PHCG took action in 2016.

The allegations concerning the anti-social behaviour of all members of the family consisted of:

The Tenant:

- repeatedly using abusive language and threatening behaviour towards the staff of the Greenwood Academy which is located on the Castle Vale estate and which was attended by her younger children; and
- using foul and abusive language towards members of staff at PHCG.

The eldest son (aged 19) had:

- engaged in general anti-social behaviour on the Castle Vale estate by smoking drugs, swearing, fighting and generally intimidating people;
- been found guilty of driving without due care and attention on the Castle Vale estate in 2015;
- been identified as being one of the perpetrators involved in a robbery. The victim was hit several times and was asked whether he wanted to get stabbed before the perpetrators stole his bank card and ran off. When the police attended the property following the robbery they seized a bladed knife from his bedroom; and
- no respect for authority and was repeatedly abusive towards the police.

The younger children:

- Had displayed appalling behaviour whilst at the Greenwood Academy during which time they were verbally abusive and aggressive towards members of staff and other school children.

It was evident the eldest son had a degree of influence over the younger children and there was a real concern that if action was not taken to address the behaviour of this family as a whole they may ultimately lose their home.

Initially PHCG considered applying for civil injunction orders against the whole family, however, it subsequently decided to take such action against the tenant and her eldest son and also serve a Notice Seeking Possession against the tenant at the same time. Rather than just penalising the tenant, PHCG decided to seek some positive requirements around the tenant and her children engaging with local family support services. This was in the hope that by investing in the family in this way they could be equipped with skills to help them turn their lives around.

There were also discussions about whether an exclusion order should be sought against the eldest son excluding him from his home and the Castle Vale estate as a whole. However, after liaising extensively with the police it was felt to be more prudent to allow him to continue living in the family home primarily so that the police knew where he was and could keep a watchful eye over him.

Due to concern the tenant and her eldest son would react badly on receiving notification of PHCG's application, a

decision was made to make the application on a without notice basis on 21 September 2016. Both the tenant and her eldest son were personally served with the interim injunction orders and powers of arrest. However, they made it abundantly clear they would not be attending the return date hearing. In the circumstances, final orders were made against them at this time.

Subsequently, the tenant has fully cooperated with support agencies and there has been a vast improvement in her behaviour to the extent that PHCG now consider her to be a model tenant.

Despite Notice Seeking Possession being served at the same time the interim injunction order and power of arrest, no further action has been necessary and very soon it will expire.

In relation to the tenant's eldest son, whilst there were some initial concerns that he had breached the terms of his injunction order, no further action against him has been necessary.

This is a case, which had all the hallmarks of a family spiralling out of control, it would appear that as a result of PHCG taking action to set boundaries for this family, they have been able to turn their lives around for the better. Hopefully, the eldest son will avoid prison and the other children will be dissuaded from engaging in anti-social or criminal behaviour in the future.

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Water charges levied with rent and the agent / re-seller distinction

We look at three cases here which dealt with agreements between social landlords and water companies whereby the landlords collected water and sewerage charges as part of the rent. The question was whether the landlord acted as agent or re-seller of services, the distinction being significant because re-sellers are limited as to how much they can charge under The Water Resale Order 2006.

Rochdale Borough Council v Dixon [2011] EWCA Civ 1173

This was a possession claim based on Dixon's failure to pay water charges. RBC had an agreement with United Utilities Water Limited under which the water company would inform it of charges annually, RBC would pay and then collect those charges from its tenants. RBC received a commission from the water company, but this was justified on the basis that they took the risk of some tenants failing to pay. Dixon argued that this was not simply an agreement for collection of charges because RBC took the risk of non-payment. Dixon also argued that RBC was not acting as agent but levying the charges itself.

Despite RBC taking on some risk, the court held that the agreement was still an agency agreement. Even were this not the case, the water company was still fixing the water charges, and RBC was collecting charges on behalf of the water company. The court held that 'on behalf of' in the Local Authorities (Goods & Services) Act 1970 Act should be read more widely as meaning 'for the benefit of', and the agreement in this case satisfied that arrangement.

Jones v London Borough of Southwark [2016] EWHC 457 (Ch)

Here Southwark had an agreement with the water supplier Thames Water whereby Southwark paid the water company a total sum for unmetered properties, and then collected water charges from its tenants with the rent.

Jones paid water charges to Southwark with the rent for her unmetered property. The agreement between Southwark and Thames Water stated that the person responsible for paying charges under the scheme was the occupier, but where the relevant property was let on a tenancy of less than 12 months, the owner was regarded as occupier and liable for charges. Southwark's tenancies were weekly periodic and so less than 12 months. Thames Water was therefore charging Southwark as owner, and Southwark in turn charging its tenants, so Southwark assumed responsibility for those charges.

The total sum paid by Southwark to Thames Water was rebated by 5% to take into account void properties and 18% as a commission. Southwark did not pass these reductions on to its tenants.

The court rejected Southwark's argument that this was an agency agreement. Instead the court held that Southwark was buying water and sewerage services from Thames Water and re-selling them to its tenants. Accordingly the 2006 Order applied and limited the amount Southwark could charge its tenants. Re-sellers are only allowed a small administrative charge and must pass on any reductions and discounts to their tenants. Southwark had charged Jones more than permitted under the 2006 Order. The wider implications of this are huge given the large number of tenants to which the same situation applies.

Rochdale Boroughwide Housing Limited v Izevbigie [2017] EWHC 790 (Ch)

Heard as a preliminary issue, this case also dealt with the question of whether RBH, the social housing provider of what had been council housing stock, was agent or re-seller in respect of water charges made as part of the rent. Here, the relevant agreements were with United Utilities Water Limited.

Izevbigie's argument was that the definition of 'charges' in the agreements meant that RBH had accepted responsibility for paying those charges. However, the High Court, reading the agreements as a whole and in context (following *Arnold v Brittan* on interpretation of contract) held that the definition of 'charges' did not mean that RBH was being charged and re-selling services to its tenants. Instead it simply meant that United Utilities Water Limited was not charging the tenants directly. The rest of the terms of the agreements supported the notion that RBH was simply providing collection services for the water company.

The main distinction between *Jones v Southwark* and *RBH v Izevbigie* was that in the latter case RBH were not under a contractual obligation to pay for the services provided by the water company.

The implications of these cases are significant for all social landlords where tenancy agreements include a water charge within the payment section. In these circumstances it is advisable for those landlords to check the terms of their agreement(s) with the relevant water company to satisfy themselves that they are not an agent or reseller of services.

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Injunction granted even where behaviour had ceased at time of hearing

In the High Court case of *Reigate & Banstead Borough Council v Peter Walsh* (2017), a final Civil Injunction was made despite the fact that the nuisance behaviour complained of had ceased on the date the interim injunction was granted.

The Defendant sent a stream of continuous emails threatening employees of the local authority's housing department following its decision to reject his homelessness application. Threats included one which stated that an employee would end up with bullets being fired at him. The local authority served the Defendant with a Community Protection Notice pursuant to s.43 of the Anti-social Behaviour, Crime and Policing Act 2014 but in breach of this notice, the Defendant went on to send more threatening emails and was therefore fined.

The local authority applied for and was granted an interim injunction preventing the Defendant from sending any emails to, or having contact with, its employees. The injunction had the desired effect and the behaviour ceased.

Subsequently, a final injunction was granted despite the fact that the Defendant failed to attend court. The Defendant had asked for more time to file evidence but had then failed to file any.

The High Court held that on the balance of probabilities, the Defendant had engaged or threatened to behave in anti-social behaviour and it was just and convenient to grant the injunction. In particular, the judge noted, that as the behaviour had ceased since the injunction was granted it would therefore be appropriate to continue it on the same terms. A power of arrest was also attached to the order.

The Defendant was therefore forbidden from contacting the local authority or its employees or agents by email or by telephone, from making threats to any employees or agents and from engaging in any conduct that might cause nuisance. The order did not prevent the Defendant from writing to a named person at the local authority with respect to any "legitimate business" he may have with it.

Whilst this case is only a decision of first instance, it is encouraging to note that judges will make robust orders where the housing management function of a social landlord is affected and employees are potentially at risk.

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Allocation schemes - star rating or discrimination?

The case of *R (on the application of Fartun Osman) v Harrow LBC* [2017] concerned an amendment to a local authority housing allocation scheme which reduced the priority of overcrowding in private rented accommodation.

The Claimant, who was unemployed and living with her husband and four children (under six) in a one bedroom privately rented flat, applied for judicial review of the decision which saw her being awarded Band C priority. Prior to the scheme being revised in December 2015, the Claimant was considered Band A on the basis of overcrowding. Changes to the scheme meant that private sector overcrowding was categorised in the same way as homeless applicants. Secure tenants who were overcrowded, however, remained in Band A.

The trigger for the change appeared to be a view that families were choosing to remain in overcrowded private accommodation in order to gain an offer of social housing. This option was not available to secure tenants.

The Court held that the test was whether, for the purposes of Article 14 ECHR, (i) those in overcrowded private accommodation could be compared with secure tenants and (ii) whether the distinction between them was proportionate and justified to meet a legitimate objective.

The Court held that the two issues were linked and that a rigid or formulaic approach should be avoided, each decision turning on its own facts. The Court took a view that applicants were not presenting themselves for assistance with overcrowding through the homelessness route. As a result, children were remaining in overcrowded homes for longer than necessary.

The Court held that the adjustment to the scheme would remove this problem and this constituted a legitimate aim. The adjustment to the scheme was driven by an overarching desire to best use the already stretched housing resource.

The case of *R (on the application of XC) v Southwark LBC* [2017] concerned a scheme which determined priority by taking into account additional factors.

The scheme involved a 'star rating' system. For example, one star is awarded for statutory reasonable preference, one for a working household and a further star for those providing a contribution to the community (by volunteering a minimum of ten hours per month for at least six months).

The Claimant was a single disabled woman who challenged the scheme by suggesting that it was contrary to ss19 and 29 of the Equality Act 2010. She stated that it discriminated indirectly against disabled persons who could neither work nor volunteer because of their disability, and more generally against women because of their caring responsibilities.

Garnham J dismissed her claim but agreed that the scheme did result in indirect discrimination against (i) persons with a disability and (ii) women. However, it was held that when applying proportionality as set out in *Bank Mellat v HM Treasury (No 2)* [2014] AC 700, the scheme had a legitimate aim; creating a sustainable and balanced community. Moreover, this was the least intrusive measure to achieve that overarching objective.

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Supreme Court backs decision of reviewing officer over offer of accommodation

The Supreme Court has declined to depart from its earlier decision in *Ali v Birmingham City Council* [2010] namely that the duties imposed on local housing authorities under Part VII of the Housing Act 1996 did not give rise to civil rights or obligations and that accordingly Article 6 of European Convention of Human Rights did not apply. Local housing authorities duties under Part VII are discharged if an applicant refuses to occupy accommodation that it is considered to be suitable for them.

In *Poshteh (applicant) v Royal Borough of Kensington and Chelsea (Respondent)* [2017] Mrs Poshteh was an Iranian national who had been imprisoned and tortured in Iran which caused her to suffer from post-traumatic stress disorder. In 2009 she was granted asylum and given indefinite leave to remain in the UK. She applied to Royal Borough of Kensington and Chelsea, for accommodation as a homeless person. The local authority offered her temporary accommodation as a homeless person and accepted that it owed her a duty to secure accommodation for her under section 193 of the Housing Act 1996. Mrs Poshteh then applied for permanent housing assistance and submitted medical reports recommending that she was not housed in a high rise building or one needing a lift access.

In 2012 the local authority made Mrs Poshteh a final offer of a first floor flat in a low rise block which was accessed by one flight of stairs, there was no lift access. The living-room had two windows, one round and three feet in diameter, the other a three foot by five foot rectangle. Mrs Poshteh refused this offer on the basis that she had suffered a panic attack when she visited the property, and she found the property "scary" She said that one round window was like a cell window, which triggered flashbacks to her imprisonment. However, her medical reports had not specifically mentioned that she should not be housed in a building with round windows. She therefore accepted that the window was bigger than the one in her cell and that the flat would have been suitable as temporary accommodation. The local authority treated her refusal as bringing its duty under section 193 to an end.

Mrs Poshteh subsequently provided letters from her doctor and a therapist which stated that her mental state meant she would be unable to accept any offer of high-rise accommodation reminiscent of a prison cell. The local authority treated these letters as a request for a review and commissioned its own medical report which confirmed that the offer of accommodation was suitable on medical grounds. The reviewing officer upheld the decision that the housing duty had been discharged and a further review by the local authority upheld this decision.

By reason of paragraph 7F of section 193 of the Housing Act 1996 the local authority had to be satisfied that the accommodation was suitable for Mrs Poshteh and that it was reasonable for her to accept the offer. The latter requirement has now been removed by virtue of section 148(9) (d) of the Localism Act 2011 but was not in force at the time.

Mrs Poshteh appealed to the County Court under section 204 of the Housing Act 1996. Her appeal was rejected and she therefore appealed to the Court of Appeal. The Court of Appeal dismissed her appeal finding that:

1 The reviewing officer's decision was one that it was reasonably open to him to take, based on the available evidence in relation to her medical history and her experience of viewing the property. The evidence available did not suggest that a property such as the one that had been offered was likely to affect her mental health; and

2 The reviewing officer had a considerable amount of evidence available to him when he had made the decision and it was clear that he was aware of the local authority's Public Sector Equality Duty obligations under the Equality Act 2010 and its relevance to his decision.

Mrs Poshteh subsequently sought permission to appeal to the Supreme Court which dismissed her appeal confirming:

1 Whether Article 6 applied.

The Supreme Court dismissed this ground of appeal and stated that it would not depart from its decision in *Tomlinson and others v Birmingham City Council* [2010] namely that a decision taken by a local housing authority under the Housing Act 1996 that it has discharged its duty to an applicant is not a determination of the applicant's "civil rights" for the purposes of Article 6(1), the right to a fair and public hearing.

2 Did the reviewing officer apply the correct test?

The Supreme Court rejected this ground of appeal. It stated that Mrs Poshteh's argument that the decision letter issued by the reviewing offer had failed to deal with a number of "subjective" factors relating to her claim, and in particular the panic attack that she had suffered when she had visited the property, could be considered to amount to "overzealous linguistic analysis" of the decision letter.

The Court stressed the importance for reviewing officers the ensure that their decision letters are compliant with the Housing Act 1996 and the Equality Act 2010. However, at the same time the Court recognised that reviewing officers have other issues to consider such as the housing shortage and demands from other applicants.

The reviewing officer had failed to address Mrs Poshteh's panic attack but this was not unreasonable given she had not mentioned this to the local authority or to her medical advisors at the time.

This decision recognises the increasing demands that local housing authorities face in relation to their limited housing stock and in making decisions as to how it should be allocated. Local housing authorities should take heart from the fact that the Supreme Court supported the local authority in its decision making approach on this occasion.

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Succession and the European Convention of Human Rights

In the case of *Susan Turley V (1) Wandsworth London Borough Council (2) Secretary Of State For Communities & Local Government* [2017], the Court of Appeal considered the argument whether the requirement that a partner of a secure tenant had lived with the deceased tenant for 12 months prior to the death, was manifestly without reasonable foundation.

Ms Turley (T) and Mr Doyle (D) were unmarried. D was the sole secure tenant of the property in question, and had lived in the property since 1995. In 2010, their relationship broke down and D moved out, leaving T and their two children in occupation of the property. The couple reconciled and D returned to the property in January 2012. Unfortunately, D died in March 2012.

The local authority (LA) required T to vacate the property as she did not fall within the definition of a 'family member' under the Housing Act 1985 and had not resided with D 12 months prior to his death.

T alleged this interfered with her rights under Articles 8 and 14 of the European Convention of Human Rights (ECHR), namely the right to respect for private and family life and the prohibition of discrimination. T argued that the right of succession constituted discrimination as the succession rights for a spouse is unconditional and the succession rights for common law spouses (a couple living together as husband and wife or civil partners) required a 12 month condition.

The Court of Appeal dismissed T's appeal. They justified their decision by highlighting that local authority secure tenancies were a limited resource and it had been a policy to require a degree of permanence in the relevant relationship of a deceased tenant and the partner looking to succeed to the tenancy.

The Court of Appeal also considered whether the 12 month condition was proportionate. The LA argued that the difference between legal spouses and common law spouses represented a legislative choice, and the courts recognised a wide margin of appreciation. In turn, T argued that the 12 month condition was not a social or economic policy, but merely an evidential tool. The Court of Appeal dismissed T's argument, pointing out that the 12 month condition was the best available objective demonstration to illustrate that a relationship had the required "permanence" and "constancy".

This decision will no doubt be welcomed by all providers of social housing, as it reinforces the point that the rules on succession for secure tenancies are not unlawful and do not interfere with the ECHR. Changes in society show that there is an increased number of cohabiting couples, who are not married or in a civil partnership. However, current legislation and policy does differentiate between these groups, and the Court of Appeal has held that this differentiation does not constitute discrimination under Article 14 of the ECHR. This decision is likely to apply to assured tenants where often a similar criteria can be found in tenancy agrements.

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Dealing with the vexatious tenant / wannabe lawyer?

Landlords are threatened with, or subjected to, legal action, on a fairly frequent basis. Often there are sound reasons (causes of action) for bringing such claims, however this is not always the case - with some court actions being motivated by the desire for pecuniary gain, or more concerningly, because the complainant has a mental health issue.

Occasionally a landlord may encounter a tenant, former tenant, or a neighbouring owner occupier, that is obsessed with bombarding the landlord with complaints, threats of legal action, or actual legal action. Such complainants take up a disproportionate amount of resources, but do often have some basis of complaint. Dealing with prolific complainers can also become a cause for complaint in itself, as they often adopt a 'scatter-gun' approach with the various complaints they have running parallel to one another, and may often lodge a supplementary complaint if the landlord's Complaints Policy (and its' timescales) is not adhered to.

Where the focus has turned to formal court proceedings a landlord needs to consider whether or not claims are based upon an appropriate cause of action, or whether in fact they are entirely vexatious and totally without merit. Where the landlord considers the claim / application to be vexatious and totally without merit, it should act quickly to make an application to strike out the claim / application. Subject to the circumstances of the case, the landlord may also consider applying for a Civil Restraint Order against the other party. In fact, where a statement of case or application is struck out or dismissed for being totally without merit, the court is required to also consider, of its own volition, whether to make a Civil Restraint Order (Civil Procedure Rules 3.3(7), 3.4(6) and 23.12).

Civil Restraint Orders (CRO)

A CRO is used to restrain a person that has issued claims / applications which are totally without merit, from making any further claims / applications. There are three types:

1. Limited CRO (LCRO)
2. Extended CRO (ECRO)
3. General CRO (GCRO)

The LCRO can be made by the court where a party has made two or more applications (within existing proceedings) which are totally without merit. The LCRO will be targeted at restraining the party against whom it is made from making any further applications in the proceedings without firstly obtaining permission of a Judge. If the party issues an application within the proceedings without permission, it will automatically be struck out or dismissed.

The ECRO can be made where a party persistently issues claims / applications which are totally without merit. The ECRO (if made by a Designated Circuit Judge) will restrain the party against whom it is made, from issuing any claims / applications, concerning any matter involving or relating to, or touching upon, or leading to the proceedings in which the ECRO was made, without first obtaining permission of a Judge. If the party issues an application within the proceedings without permission, it will automatically be struck out or dismissed.

Where the ECRO would not be sufficiently wide enough the court can make a General CRO (GRCO). The GCRO would restrain the issuing of **any** claims / applications without first obtaining permission of a Judge. If the party issued a claim / application without permission, it would automatically be struck out or dismissed.

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Sector update

Here is a snapshot of some of the recent changes in the sector. We hope the below excerpts may be of interest.

1. New Pre-Action Protocol for Debt Claims

A new Pre-Action Protocol for Debt Claims has been introduced. This comes into effect on 1 October 2017 and applies to any business claiming payment of a debt from an individual (including a sole trader).

The Protocol does not apply:

- to business to business debts (unless the debtor is a sole trader)
- where the debt is covered by another Pre-Action Protocol (e.g. construction)
- to claims issues by HMRC (for the recovery of taxes/duties)

The Protocol is available here: https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/pre-action-protocol-for-debt-claims.pdf

2. Tenant Involvement and Empowerment Standard (TIE Standard)

Following the Housing and Planning act 2016 changes, the framework for the regulator's consent was withdrawn. This means that registered providers of social housing no longer have to obtain the HCA's consent to undertake disposals, restructures and certain constitutional changes.

The regulator intended to strengthen paragraph 2.2.3 of the TIE Standard and the HCA has now released details of the revised TIE Standard. These changes came into effect on 14 July 2017. Full details of the changes can be found on https://www.gov.uk/government/publications/regulatory-standards

3. 88th Update to the Civil Procedure Rules

The 88th Update to the Civil Procedure Rules makes a number of amendments to rules and practice directions. These changes take effect on several dates and so we would recommend you refer to the Statutory instrument, available here: http://www.legislation.gov.uk/uksi/2017/95/contents/made for further details.

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