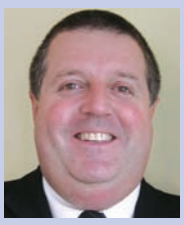
## Conclusion

In the not too distant past, the warrant stage was simply a final administrative and tidying-up step in possession proceedings. Modern practice in the county courts suggests that this is simply no longer the case. As we have sought to demonstrate, it is essential that sufficient scrutiny be given to the depth and quality of preparation and presentation of occupiers' cases at the warrant stage.

1 See: https://www.possessionclaim.gov.uk/pcol/.
2 Available at: www.justice.gov.uk/downloads/statistics/courts-and-sentencing/court-stats-quarterly-q4-2011.pdf.
3 Jan Luba QC and Deirdre Malone, 'Warrants: the final battleground in possession claims', [2012] 15 Jnl of *Housing Law* 48.
4 Available at: http://hmctsformfinder.justice.gov.uk/courtfinder/forms/n245-eng.pdf.
5 Available at: http://hmctsformfinder.justice.gov.uk/courtfinder/forms/n244-eng.pdf.



**Jan Luba QC and Deirdre Malone are barristers in the Housing Team at Garden Court Chambers in London.**

# Recent developments in housing law

**Jan Luba QC** and **Nic Madge** continue their monthly series. They would like to hear of any cases in the higher or lower courts relevant to housing. In addition, comments from readers are warmly welcomed.

## POLITICS AND LEGISLATION

### Social housing allocation

The Chartered Institute of Housing (CIH) has published a helpful guidance note for social landlords: *How to … consider new approaches to allocations and lettings* (CIH, April 2012).[1]

In a report on social housing allocation in London, it has been suggested that the availability of statistical information about lettings to foreign nationals requires considerable improvement: *Who is being allocated social housing in London?* (Migration Watch UK, April 2012).[2]

### Social housing fraud

In April 2012, the Tenancy Fraud Forum, an independent not for profit organisation, was established to bring social landlords together to combat fraud. Its mission is to create a network across the UK to tackle tenancy fraud in social housing. The forum has its own dedicated website.[3]

### Social housing mobility

The latest guidance on achieving transfers and exchanges among tenants of social housing is offered in *How to … improve housing mobility* (CIH, April 2012).[4]

The national home swap scheme, HomeSwap Direct, was launched in October 2011. Over one million searches for properties have already been made through its websites. The Department for Communities and Local Government (DCLG) reports that there are now over 5,500 searches being made each day: DCLG news release, 30 April 2012.[5]

### Housing and anti-social behaviour

The UK government has launched a consultation exercise on a package of measures aimed at tackling irresponsible ownership of dogs: *Promoting more responsible dog ownership. Proposals to tackle irresponsible }dog ownership* (Department for Environment, Food and Rural Affairs, April 2012).[6] The consultation ends on 15 June 2012.

### Property Ombudsman

The Property Ombudsman has reported that in 2011 he received 7,641 lettings enquiries and opened 756 formal lettings case reviews: *Annual report 2011* (Property Ombudsman, 2012).[7] He called for lettings agents to be required to register with a customer redress scheme in the same way that is required of estate agents.

### Housing for former prisoners

*Accommodation for ex-offenders: third sector housing advice and provision* (Third Sector Research Centre, March 2012) contains recommendations on the means by which ex-offenders can be helped to achieve better access to housing on release.[8]

### Leaseholders' statutory rights

In June 2011, the UK government embarked on a consultation exercise about updating leasehold value limits that determine the availability of rights for long leaseholders to remain in their properties at the end of their leases and to extend their leases or buy the freehold of their leasehold homes (by enfranchisement) on particular terms. The outcome of the consultation is described in *Updating leasehold value limits – consultation. Summary of responses* (DCLG, February 2012).[9]

### Property fraud

The Land Registry has launched a new initiative designed to help property owners prevent the loss of their premises by fraud: Land Registry press release, 1 February 2012.[10] The properties most vulnerable to fraud are usually empty, tenanted or mortgage-free. Individuals at a higher risk of fraud include absentee owners, buy-to-let landlords, the elderly not living in their properties (because they may be in long-term hospital or residential care) and where a relationship has broken down. The Land Registry has published *Public guide 17 – how to safeguard against property fraud* (March 2012).[11]

### Housing in England

The main findings of the English Housing Survey 2010/11 have been published: *English Housing Survey headline report 2010–11* (DCLG, February 2012).[12] The survey found that owner-occupation has continued on a downward trend (66 per cent of households were owner-occupiers in 2010–11) and that average weekly rents in the private sector (£160) remained significantly higher than those in social housing (£79).

## HUMAN RIGHTS

### Article 8

#### ■ Yordanova and others v Bulgaria

*App No 25446/06,*
*24 April 2012*

The applicants were members of Roma families who had a settled rather than an itinerant way of life. During the 1960s and 1970s, they built homes on state land in Sofia without any authorisation. The land was vacant and had been earmarked 'for a green area' (para 9). Gradually it developed into a small Roma settlement with between 200 and 300 people living there. There was no sewage or plumbing. The inhabitants used water from two public fountains. In September 2005, the district mayor 'invited' the applicants to leave their homes within seven days as they were occupying municipal land unlawfully. They were warned that failure to comply would result in removal by the police. Later, an agreement was reached by which the municipality would offer alternative housing to the applicants, whereupon they would be removed. No action was taken by the municipality in execution of this agreement.

In subsequent proceedings, the Bulgarian courts found that the applicants had not shown a valid legal ground for occupying the land. This was sufficient to establish that the removal order was lawful. The courts ignored, as irrelevant under domestic law, the applicants' argument that they should not be removed because they had lived in the area for decades with the authorities' acquiescence, and their arguments based on the principle of proportionality. The applicants complained to the European Court of Human Rights (ECtHR), alleging violations of articles 3 and 8 and article 1 of Protocol No 1, taken alone and in conjunction with its articles 13 and 14, of the European Convention on Human Rights ('the convention').

The ECtHR found that the applicants' houses were their 'homes' within the meaning of article 8. This classification was a matter of fact, independent of the question of the lawfulness of the occupation under domestic law (*McCann v UK* App No 19009/04; [2008] HLR 40). It followed that their complaints concerned their right under article 8 to respect for their homes. There was no doubt that the removal order, if enforced, would result in the applicants losing their homes and that, therefore, there would be an interference with their right to respect for their homes (*Ćosić v Croatia* App No 28261/06). In addition, as 'the case concerns the expulsion of the applicants as part of a community of several hundred persons and that this measure could have repercussions on the applicants' lifestyle and social and family ties, it may be considered that the interference would affect not only their "homes", but also their "private and family life" (see, similarly, [*Chapman v UK* App No 27238/95])' (para 105).

The court was satisfied that the impugned removal order had a valid legal basis in domestic law and it was legitimate for the authorities to seek to regain possession of land from persons who did not have a right to occupy it. 'Improvement of the urban environment by removing unsightly and substandard buildings and replacing them with modern dwellings meeting the relevant architectural and technical requirements [was] a legitimate aim in the interests of economic well-being and the protection of the health and the rights of others … ' (para 113). The salient issue concerned 'necessity in a democratic society' (para 116).

The court reiterated that:

*Since the loss of one's home is a most extreme form of interference with the right under article 8 … , any person at risk of an interference of this magnitude should in principle be able to have the proportionality and reasonableness of the measure determined by an independent tribunal in the light of the relevant principles under article 8, notwithstanding that, under domestic law, he has no right of occupation … This means, among other things, that where relevant arguments concerning the proportionality of the interference have been raised by the applicant in domestic judicial proceedings, the domestic courts should examine them in detail and provide adequate reasons* (para 118).

In the specific circumstances of this case, particularly the long history of undisturbed occupation and the community the applicants had formed, the principle of proportionality required that due consideration be given to the consequences of their removal and the risk of their becoming homeless. The court also stated that the underprivileged status of the applicants' group was a weighty factor in considering approaches to dealing with their unlawful settlement and, if their removal was necessary, in deciding on its timing, modalities and, if possible, arrangements for alternative shelter. It held that the government had failed to establish that the removal order was necessary in a democratic society for the achievement of the legitimate aims pursued. Accordingly, there would be a violation of article 8 if the removal order was enforced without the examination of proportionality.

The ECtHR stated that the government should amend the relevant domestic law and practice so as to ensure that orders to recover public land or buildings, where they may affect convention-protected rights and freedoms, should, even in cases of unlawful occupation, identify clearly the aims pursued, the individuals affected and the measures taken to secure proportionality. It declined to make any award of damages because the eviction had not taken place.

### Articles 10 and 11 and trespassers

#### ■ Olympic Delivery Authority v Persons Unknown

*[2012] EWHC 1012 (Ch),*
*4 April 2012*

The Olympic Delivery Authority (ODA), which is responsible for the planning and delivery of the Olympic Games 2012, sought an injunction to restrain 'persons unknown' from entering or remaining without consent on a site in connection with protest activities. The site was owned by the Lee Valley Regional Park Authority, which had granted the ODA an exclusive licence to occupy it to carry out works to construct a basketball facility. A protest group, 'Save Leyton Marsh', took steps to disrupt the works. They established a camp next to the site and prevented access by lying under and in front of the delivery lorries. There was also evidence that employees of ODA's contractors and subcontractors were threatened, harassed and intimidated by protesters.

Arnold J accepted the claimant's submissions that the conduct of the protesters was an actionable nuisance and that an exclusive right to possess or occupy land is a sufficient interest in the land to found an action in nuisance (*Hunter v Canary Wharf Ltd* [1997] AC 655 at para 704B–F and *Pemberton v Southwark LBC* [2001] 1 WLR 1672, CA). A cause of action in nuisance exists against the actual wrongdoer and even a trespasser on the land in question may be the subject of a claim in nuisance. As a matter purely of ordinary domestic tort law, the ODA's case was 'really unanswerable' (para 21). As there was 'abundant evidence that the protesters [were] seeking to exercise their rights of freedom of expression and of freedom of assembly' within articles 10 and 11, Arnold J proceeded on the basis that their convention rights were engaged (para 23). There was, accordingly, a conflict between the ODA's rights under article 1 of

Protocol No 1, and the protesters' rights under articles 10 and 11.

In considering the proportionality of the injunction sought, Arnold J took into account the guidance given by the Master of the Rolls in *The Mayor Commonalty and Citizens of London v Samede* [2012] EWCA Civ 160 at paragraph 39. He granted an injunction preventing obstruction of the ODA's contractors and employees in accessing the site and ancillary activities. The grant of the order would not prevent the protesters from continuing with their protest and making their views known in ways that did not involve obstructing access to the site. In view of the short notice given, he granted a short-term injunction for 14 days after which the ODA would have to justify the continuance of the injunction. By then, the protesters would have had time to seek advice and, possibly, representation. At a subsequent on notice hearing ([2012] EWHC 1114 (Ch), 18 April 2012), Arnold J continued the injunction until 15 October 2012.

## ASSURED SHORTHOLD TENANCIES

### Deposits

#### ■ Johnson v Old

*Brighton County Court, 20 January 2012*[13]

During a succession of six-month assured shorthold tenancies, the landlords insisted that the tenant not only pay a deposit of £1,425 but also, since she had been unable to satisfy their credit checks, that she pay the full six months' rent in advance. She did this on three occasions. The initial deposit of £1,425 was protected in keeping with Housing Act (HA) 2004 s213, but the payments of rent in advance were not protected. After the expiry of the third fixed-term tenancy, she became a statutory periodic tenant, but then fell into arrears. The landlords served a HA 1988 s21 notice.

Deputy District Judge Collins held that each of the three payments of rent in advance fell within the definition of 'tenancy deposit' in HA 2004 s212(8). They had not been protected: accordingly, having regard to HA 2004 s215(1), the section 21 notice had not been validly served. He dismissed the claim for possession.

## MINORS

#### ■ Croydon LBC v Tando

*Croydon County Court, 27 March 2012*[14]

Ms Tando was 17. She applied to Croydon as a homeless person. On 11 April 2011, the council purported to grant her a non-secure tenancy in discharge of its duty under HA 1996 Part 7. It used a standard form tenancy agreement which did not make any reference to any person taking as trustee. On 20 May 2011, the council served a notice to quit. The subsequent possession claim also referred to rent arrears.

HHJ Ellis dismissed the claim. As a result of Law of Property Act 1925 s1(6), Ms Tando was not entitled to hold the legal estate. The purported grant of the tenancy to her while she was a minor created a 'trust of land' under the Trusts of Land and Appointment of Trustees Act (TLATA) 1996. When she became 18, in the absence of a disclaimer, that trust continued to subsist as a bare trust. It could have been ended by Ms Tando calling for transfer of the legal title or by Croydon making an application to transfer legal title to her. In the absence of those positive actions, the bare trust continued under the TLATA. Croydon, as both landlord and trustee, was in breach of trust in serving a notice to quit (*Hammersmith and Fulham LBC v Alexander-David* [2009] EWCA Civ 259; [2010] Ch 272). The notice to quit was, therefore, not sufficient to determine the tenancy. See also *Kingston upon Thames RLBC v Prince* (1999) 31 HLR 794 and Emily Orme, 'Child tenants – a minor problem', (2005) 155 NLJ 1522, cited with approval in *Alexander-David*.

## HARASSMENT AND EVICTION

### Damages claims

#### ■ Aiyedogbon v Best Move Estate Agent Ltd

*Clerkenwell and Shoreditch County Court, 2 March 2012*[15]

In August 2008, Best Move granted Mr Aiyedogbon an assured shorthold tenancy of a flat. In October 2008, following the death of two of his brothers, Mr Aiyedogbon travelled to Birmingham. He informed Best Move of his bereavement and of his whereabouts. Best Move alleged that he was in arrears with the payment of his rent and threatened to change the lock on the communal door of the block. Mr Aiyedogbon warned Best Move that, if it did so, it would be liable for evicting him unlawfully and he would inform the police. Best Move stated that it did not care and, in Mr Aiyedogbon's absence, changed the lock. When he returned to London, Mr Aiyedogbon was unable to gain access to his flat. He asked Best Move repeatedly for a key to the new lock, but it ignored his calls and messages and, when they met, refused to furnish him with a key. As a consequence, Mr Aiyedogbon had to stay in various local hotels. He obtained an injunction requiring Best Move to provide him with a key. Best Move did so the following day. When Mr Aiyedogbon returned to his flat, he found that some of his belongings were missing and others damaged. His front door was also damaged and could not be secured. As he could not afford the services of a carpenter, Mr Aiyedogbon had to stay in a local hotel for 20 nights until he managed a patch repair of his door. The door was still insecure; it was repaired eventually in early 2011.

Best Move defended Mr Aiyedogbon's claim for damages in the county court and counterclaimed for unpaid rent. Its defence and counterclaim was struck out in November 2011 as a consequence of its failure to comply with directions. Judgment was entered for Mr Aiyedogbon and the claim listed for disposal.

District Judge Cooper awarded Mr Aiyedogbon damages and interest in the sum of £10,624.80. Noting that the tariff for periods of unlawful eviction tended to range between £100 and £400 per night, the judge held that, in the circumstances of Mr Aiyedogbon's case, a tariff of £190 for each of his 20 nights in hotel accommodation was appropriate. She awarded general damages totalling £5,140, including damages for the distress caused by Best Move's threats of eviction and by Mr Aiyedogbon having to live in an insecure flat for a lengthy period. In addition, she awarded Mr Aiyedogbon aggravated damages of £1,800, exemplary damages of £1,500, special damages of £1,603.48, comprising the cost of the hotel accommodation and Mr Aiyedogbon's lost belongings, and interest of £581.32.

### Prosecutions

#### ■ Oxfordshire CC v Hussain

*Oxford Crown Court, 9 February 2012*[16]

The defendant ran Charles Lawson Lettings Agency on Cowley Road, Oxford. The county council's Trading Standards Service received over 60 complaints from customers:

■ of not having their deposits returned to them at the end of their tenancies; or

■ of not having their deposits refunded when the lettings agency could not provide a property.

Some landlords did not receive the rent they were owed by the agency.

The defendant pleaded guilty to seven consumer protection regulation offences and one offence of money laundering. He was given a nine-month prison sentence, suspended for two years, and ordered to carry out 40 hours of unpaid work. He was also ordered to pay compensation to victims of £8,167 and costs of £51,136.40. A criminal confiscation order was made for £250,000 with a three-year prison sentence in default of payment.

■ **R v Johnson-Bowler**
*Oxford Magistrates' Court,*
*11 November 2011*[17]
The defendant, acting as agent for a landlord, evicted a tenant by changing the locks and putting his belongings on the pavement. Despite the attendance of a council tenancy relations officer, the eviction continued. The defendant pleaded guilty to an offence of unlawful eviction contrary to the Protection from Eviction Act 1977.

He received a suspended sentence order, with six weeks' imprisonment suspended for 12 months and a requirement that he perform 60 hours' unpaid work. He was ordered to pay £100 compensation and £500 costs.

■ **Westminster City Council v Nascimento**
*Westminster Magistrates' Court,*
*14 March 2012*[18]
The defendant was a council tenant of a flat. He sublet the property without the council's consent while living with his partner in a property they jointly owned in Sussex. The council brought a prosecution under the Fraud Act 2006.

The defendant was sentenced at Westminster Magistrates' Court to 16 weeks' imprisonment for that offence. The council was awarded £7,100 legal costs.

■ **R v Chimuka**
*Croydon Crown Court,*
*5 March 2012*[19]
The defendant approached lettings agents purporting to seek private rented accommodation for her own use with her family. Having obtained tenancies, she did not live in the properties but subdivided them and sublet them to multiple subtenants.

She was found guilty of 11 offences of fraud by false representation. She was sentenced to four years, three months' imprisonment.

## DISCRIMINATION

■ **Lalli v Spirita Housing Ltd**
*[2012] EWCA Civ 497,*
*24 April 2012*
Mr Lalli was an assured tenant in sheltered accommodation. There were 38 residents in the building, who were either over 60 years of age or receiving disability living allowance. He had a mental impairment which constituted a disability within the meaning of Disability Discrimination Act (DDA) 1995 s1. He was alleged to have made offensive comments and threatened other residents who were in the communal lounge. Spirita obtained an interim anti-social behaviour injunction forbidding him from harassing, threatening or abusing fellow residents, and excluding him from the communal lounge between 4pm and 9pm. He brought a claim alleging disability discrimination under DDA ss21 and 21B. HHJ Barrie, sitting with assessors, dismissed the claim.

The Court of Appeal dismissed an appeal. There was no basis for saying that the decision to communicate with Mr Lalli by letter before seeking an injunction was an unreasonably adverse experience for him. The sending of the letter did not place Mr Lalli at a material disadvantage nor cause him any adverse detriment. It rejected the contention that the judge had failed to have due regard to his disability contrary to DDA s49A. It also rejected the suggestion that the judge had erred in not finding that Spirita had failed in its duty to make reasonable adjustments in its role either as a provider of services or as a public authority (Spirita conceded that it was a public authority within the meaning of the DDA (*R (Weaver) v London & Quadrant Housing Trust* [2009] EWCA Civ 587; [2010] WLR 363, CA)).

## LONG LEASES

### Exoneration clause

■ **Newman v Framewood Manor Management Co Ltd**
*[2012] EWCA Civ 159,*
*21 February 2012*
Ms Newman was the long leaseholder of a flat in a block. She brought a claim for damages in respect of a number of alleged breaches of covenant by the landlord (a management company jointly owned by the residents) in relation to leisure facilities in the block. Recorder Pulman QC held that the landlord was entitled to rely on an 'exoneration' clause in the lease, limiting its liability to such damage as it might have insured against. It had no insurance in respect of the compensation the tenant was claiming.

The Court of Appeal allowed an appeal; construed properly, the clause did not allow the landlord to avoid liability simply by not insuring against a particular form of loss. The Court of Appeal found several breaches of covenant were made out and awarded £6,452 damages.

## HOUSING ALLOCATION

■ **R (George) v Hammersmith and Fulham LBC**
*CO/8167/2011,*
*25 April 2012*
The claimant's mother was a secure tenant. In 2009, she moved to a care home and, in 2010, the council served a notice to quit to bring her tenancy to an end. The claimant applied for the discretionary grant of the tenancy to him under section H1 of the council's allocation scheme (second edition, July 2009). The council refused that application because:

- there were considerable rent arrears;
- the property would be under-occupied; and
- the claimant had a history of past violent and aggressive behaviour on the estate.

Later, he applied again and the council responded that it had already considered the application.

Stuart Catchpole QC, sitting as a deputy High Court judge, dismissed a claim for judicial review of the latter decision. The council had been entitled to respond to the new application by indicating that it had already considered the case on the merits and no new information had been put forward. A judicial decision to grant permission to apply for judicial review (see [2012] EWHC 210 (Admin)) had been based on the false factual premise that the council's first decision had turned on a lack of documentary evidence rather than a full consideration of the merits.

## HOMELESSNESS

### Intentional homelessness

■ **Sheppard v Richmond-upon-Thames LBC**
*[2012] EWCA Civ 302,*
*23 February 2012*
Ms Sheppard sought a review of a decision that she had made herself homeless intentionally: HA 1996 s191. The reviewing officer upheld the decision and relied on the fact that a court order for possession of her former home had been made because of her breach of the tenancy agreement (by refusing to allow gas safety checks). HHJ Williams dismissed an appeal. Ms Sheppard applied (in person) for permission to bring a second appeal.

Lewison LJ refused the application. The council had been entitled to rely on the possession order and had not been required to go behind its terms. There had been no violation of any human rights in the making of the decision and no procedural failing by the council.

### Private sector leasing

■ **Macattram v Camden LBC**
*[2012] EWHC 1033 (Admin),*
*2 April 2012*
The council was granted a lease of the appellant's house for three years, to provide accommodation for homeless families. After the lease had expired and the last occupier had left, the council did not give up possession immediately and it held over as a periodic tenant on the terms of the expired lease. Later, the council stopped paying the rent and offered a surrender of the tenancy by returning the

keys to the appellant.

A dispute arose about liability for council tax after expiry of the term of the lease. The council was liable if it had a 'material interest': Local Government Finance Act 1992 s6. This is defined as meaning 'a freehold interest or a leasehold interest which was granted for a term of six months or more': section 6(6). A tribunal held that the appellant had been liable from the expiry of the fixed term because no one (including the council) had thereafter had a right to occupy for more than six months.

HHJ Robinson, sitting as a deputy High Court judge, dismissed a statutory appeal from this decision. The periodic tenancy that was deemed to have arisen on expiry of the fixed term had only been a mere monthly tenancy. This meant that the appellant was liable for the council tax.

## HOUSING AND COMMUNITY CARE

### ■ R (De Almeida) v Kensington and Chelsea RLBC

*[2012] EWHC 1082 (Admin), 27 April 2012*

The claimant, a Portuguese national living in the UK, suffered from skin cancer, depression, AIDS and hepatitis C. When he became too ill to work, he was evicted from his private rented accommodation because he could no longer pay the rent. He supported himself until his funds ran out. His friends then provided food and accommodation. He moved into a 400-room hostel with shared bathroom facilities. In November 2011, his life expectancy was about six months.

He applied to the council for accommodation under National Assistance Act (NAA) 1948 s21. It decided that he did not qualify and could obtain such assistance as he needed by returning to Portugal. He applied for a judicial review of the council's latest community care assessment of his needs.

Lang J held that the council's decisions:

■ that he had no eligible needs requiring care and attention within the meaning of NAA s21; and

■ that it was not necessary to make arrangements for him under the NAA for the purpose of avoiding a breach of his convention rights (see Nationality, Immigration and Asylum Act 2002 Sch 3 para 3) were both unlawful.

The refusal to make arrangements for the claimant under the NAA was incompatible with his rights under articles 3 and 8 of the convention and therefore a breach of Human Rights Act 1998 s6. See also page 18 of this issue.

## HOUSING AND CHILDREN

### ■ R (AE) v Croydon LBC

*[2012] EWCA Civ 547, 27 April 2012*

The claimant applied to the council for accommodation under Children Act (CA) 1989 s20. He was an asylum-seeker from Iran and claimed that his date of birth was 3 September 1995. The council decided that he was born in 1993. In judicial review proceedings, a declaration was made that he was a child and that his date of birth was 3 September 1994 (see [2011] EWHC 2128 (Admin)).

The Court of Appeal allowed his appeal and ruled that his date of birth was as he had claimed. The judge had not been entitled, on the evidence before her, to reject his account and the documents in support of it.

***Comment***: The judgment contains useful guidance on the correct approach to age assessment appeals from the High Court and Upper Tribunal to the Court of Appeal.

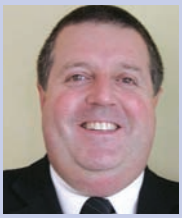
### ■ R (W) v Croydon LBC

*[2012] EWHC 1130 (Admin), 13 April 2012*

The claimant applied to the council for accommodation under CA s20. He was an Afghan national and a failed asylum-seeker. The council decided that he was an adult rather than a child. He applied for a judicial review of this decision.

CMG Ockelton, sitting as a deputy High Court judge, dismissed the claim. While the claimant had always given a clear and consistent account of his knowledge of his age, the level of consistency suggested that his answers had been rehearsed. He was not a credible witness.

1 Available at: www.cih.org.
2 See: www.migrationwatchuk.org/briefingPaper/document/260.
3 See: www.tenancyfraudforum.org.uk/index.html.
4 Available at: www.cih.org/resources/PDF/Policy%20free%20download%20pdfs/How_to_improve_housing_mobility.pdf.
5 Available at: www.communities.gov.uk/news/corporate/2137634.
6 Available at: www.defra.gov.uk/consult/2012/04/23/dangerous-dogs-1204/.
7 Available at: www.tpos.co.uk/annual_reports.htm.
8 Available at: www.tsrc.ac.uk.
9 Available at: www.communities.gov.uk/documents/housing/pdf/2078663.pdf.
10 Available at: www.landregistry.gov.uk/media/all-releases/press-releases/2012/property-fraud-free-measures.
11 Available at: www.landregistry.gov.uk/public/guides/public-guide-17.
12 Available at: www.communities.gov.uk/documents/statistics/pdf/2084179.pdf.
13 Rachel Cooper, solicitor, Brighton Housing Trust and Liz Davies, barrister, London.
14 David Cowan, barrister, London.
15 James de Vere Moss, Duncan Lewis, solicitors and Dean Underwood, barrister, London.
16 See: www.oxfordshire.gov.uk/cms/news/2012/feb/letting-agent-ordered-pay-%C2%A3300000.
17 See: www.oxford.gov.uk/PageRender/decN/newsarticle.htm?newsarticle_itemid=46818.
18 See: www.westminster.gov.uk/press-releases/2012-03/london-council-wins-landmark-case-against-subletti/.
19 See: http://content.met.police.uk/News/Rose-Chimuka-jailed-for-subletting-fraud/1400007159546/1257246745756.



**Jan Luba QC is a barrister at Garden Court Chambers, London. He is also a recorder. Nic Madge is a circuit judge. The authors are grateful to the colleagues at notes 13–15 for transcripts or notes of judgments.**