

TRANSCRIPT OF PROCEEDINGS

Ref. F00BA281

IN THE MAGISTRATES' COURT AT BRISTOL

Marlborough Street
Bristol

Before **HIS HONOUR JUDGE RALTON**

IN THE MATTER OF

THE GUINNESS PARTNERSHIP (Claimant)

-v-

SARAH ANSLOW (Defendant)

MS A KELLY appeared on behalf of the Claimant

THE DEFENDANT appeared in person

JUDGMENT

4th MAY 2022, 11.21-11.32

(FOR APPROVAL)

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JUDGE RALTON:

1. The purpose of today's hearing is to consider what penalty, if any, the court should impose upon Mrs Sarah Anslow, who has been in breach of an injunction order made against her, which can be summarised as an order requiring her to let her landlord enter the property for the purposes of fixing a leak and, indeed, for Mrs Anslow to temporarily leave her property in order for the works to be carried out.

2. The main committal hearing came before myself on 31 January of this year, when I found that a number of breaches were proven, but I adjourned sentencing not least to see what might become of this case, given the breaches that this court had found proven. Therefore, the case comes back before me today and once again, the court is assisted by Ms Kelly for the claimant, The Guinness Partnership, and Mrs Anslow, again, is participating by telephone. Mrs Anslow is a disabled person within the meaning of the Equality Act 2010 and I am fully sympathetic to Mrs Anslow's difficulties in making the journey here to Bristol, given that she resides in Bath, at 8A New King Street, which is the property in question.

3. I have not taken any formal evidence today, but I have been able to hear from Ms Kelly and I have been able to hear from Mrs Anslow and there appears to be common ground as to a way forward, which is this: Mrs Anslow has the help of a support worker. Mrs Anslow's primary ambition is to secure rehousing, she hopes to save some money to be able to pay the associated costs of having herself rehoused and she is on what I will describe as a waiting list for rehousing. But in the meantime, she is prepared to be, and the term used by the parties is decanted, into a property temporarily whilst repair works are carried out to her property.

4. The support worker will visit the proposed temporary property in order to assess its suitability for Mrs Anslow, who, as I have already said, is disabled and I remember is reliant on a wheelchair. No suitable property has yet been identified. I have asked about timescales and it seems that they could be quite lengthy. It may take up to a year to find a suitable property in which to decant Mrs Anslow and, so far as rehousing is concerned, that inevitably must depend on movements in the housing supply and something suitable coming up.

5. With that in mind then, the court needs to ask itself what penalty, if any, or what directions it should give with respect to these committal proceedings. The options which the court has available to it today would appear to be as follows: Option 1 would be to conclude the committal proceedings today. Option 2 would be to adjourn the committal proceedings and wait and see what happens.

6. There are two matters which bear heavily on the court's discretion. The first matter is this: The Guinness Partnership have taken step 1 in the legal process of possession

proceedings by serving Mrs Anslow with a notice for seeking possession. I have not seen the NOSP, as it is commonly called, but no doubt The Guinness Partnership are relying on breach of tenancy agreement, in that Mrs Anslow has not, to date, afforded them access to fix the pipe. The Guinness Partnership may well, if it finds itself facing a continued problem with this property, pursue the possession proceedings, rather than the committal proceedings.

7. The second matter which weighs heavily on my discretion is that no one is suggesting that there is going to be an answer to this in the short term, ie, within the next few weeks or, indeed, next few months.

8. Having given careful thought to these proceedings, I address the matter, firstly, of whether I should adjourn and take the wait and see approach. The difficulty it seems to me with respect to adjourning, is that it could be rather a long adjournment and committal proceedings are supposed to be resolved swiftly, not with adjournments of six months or a year. Furthermore, if Mrs Anslow continues to breach the injunction order, there is nothing to prevent The Guinness Partnership from bringing fresh committal proceedings or it may choose the alternative course of pursuing possession proceedings. That is a matter for The Guinness Partnership, but the breaches are a matter of court record and will be taken into account certainly by the County Court exercising any further committal jurisdiction and are likely to be taken into account, I suspect, in possession proceedings.

9. Therefore, I have come to the conclusion that it would not be correct to leave this matter open for such a long period of time and, whilst I have carefully thought about adjourning the proceedings, I am not going to adjourn. That means then that I need to consider what penalty, if any, to impose on Mrs Anslow.

10. The County Court's powers are, in fact, rather restricted. It can sentence Mrs Anslow to a term of imprisonment for up to two years, which sentence could be suspended on terms for a fixed period. It could make a financial order against Mrs Anslow, in other words, fine her, or it could impose no penalty at all. This is a somewhat unusual case, because it does not involve conventional bad behaviour on the part of a tenant, rather, it involves a stand off with respect to fixing a pipe.

11. I am delighted to hear about the prospect of collaboration and co-operation between landlord and tenant to achieve what must be the best possible outcome for all concerned, which is, in the shorter term, repair of the property, with Mrs Anslow safely accommodated in temporary accommodation and, all being well in the longer term, with Mrs Anslow being rehoused. I hope that I am not unduly optimistic in the hope that what I am told today will, in due course, play out. I consider that any penalty imposed today, even if suspended, would be

disproportionate given the information that I have been given, which to translate, is probably the best plea in mitigation that I could be given.

12. So I have come to the conclusion today to not impose any penalty, but at the risk of repeating myself, the breaches are a matter of court record. They are not going to go away. There will not be a re-sentence in respect of those breaches, but if any future court is satisfied that it was sure that there are further breaches, it could certainly take into account the existence of those breaches in deciding what penalty to impose. So that is my order, that there will be no penalty imposed in respect of the breaches.
