



# Housing Management Brief

## Issue 28

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## Welcome

Welcome to the latest edition of our Housing Management Brief. It has been a busy 6 months for the team and that is reflected in the range of articles and insights including the operation of flexible tenancies, the legal and practical issues that arise when working with survivors of domestic abuse and how to deal with claims relating to inheritance of tenancies. There is something for everyone and I hope you will enjoy!

### **Donna McCarthy | Partner**

T: 020 7880 4349

E: donna.mccarthy@devonshires.co.uk

## Case Update: Supreme Court hands down decision in Croydon v Kalonga concerning flexible tenancies



On 9 March 2022 the Supreme Court handed down their decision in the case of Croydon London Borough Council v Kalonga [2022] UKSC 7, a case concerning termination of flexible tenancies prior to the expiry of the fixed term.

By way of factual background, Ms Kalonga was the flexible Tenant of Croydon under a five year secure fixed term tenancy agreement. Croydon sought possession within the fixed term on Grounds 1 and 2 of Schedule 2 of the Housing Act 1985 relying on allegations of non-payment of rent and anti-social behaviour. The Tenant defended the claim and argued that in order to terminate a flexible tenancy within the term rather than at the end of the term, the Landlord had to do so under Section 82(3) of the Housing Act 1985 using forfeiture. The Council had brought proceedings following service of a Notice of Seeking Possession and expressly said at the time of service that they did not consider that they had to seek possession by way of forfeiture.

Both the High Court and Court of Appeal held that such a tenancy could only be terminated within the fixed term if it contained a forfeiture clause. They found that Ms Kalonga's tenancy agreement did not contain such a clause, despite having various standard type eviction clauses within the agreement. As a result it was held that the tenancy could not be terminated within the fixed term regardless of the Tenant's conduct. This had far reaching consequences for Local Authority Landlords with fixed term tenancy agreements that didn't on the face of it have a clear forfeiture clause.

In addition to having such a clause, the Court of Appeal overturned the High Court's decision and said that the Landlord also needed to use that clause to terminate the fixed term element of the tenancy using forfeiture rather than the usual statutory scheme for possession

proceedings.

The Supreme Court sought to interpret the legislation in the 1985 Act so as to produce what it considered to be a sensible result within the constraints of the statutory language. The Court held that whether a clause amounted to a forfeiture clause was a matter of substance and not form, and that the natural meaning of the clause should be given. The Court further went onto say that as long as the tenancy included some lawful means of recovering possession within the fixed term, the tenancy was "subject to termination by the Landlord" under Section 82(1)(b) as and when the necessary circumstances giving rise to it being subject to termination arose. For example, if the breach relied on was non-payment of rent and the tenancy provided that the tenancy could be terminated in those circumstances before the end of the term, it would be subject to termination at the time of the non-payment of rent. A distinction was drawn between default grounds where forfeiture proceedings are required to terminate the fixed term tenancy, and non-fault 'management grounds' such as redevelopment and under-occupation, where the Court held that in those cases a possession order under Section 82(1A)(a) could be sought in the normal way.

The elements of the decision relating to the construction of what wording will amount to a forfeiture clause is certainly to be welcomed by Local Authorities. If the natural meaning of a clause is to allow the tenancy to be brought to an end prior to expiry of the fixed term, this is likely to be considered to be a forfeiture clause, thereby allowing the tenancy to be terminated prior to the fixed term. The real difficulty left unresolved by the Supreme Court's decision though is the requirement for possession proceedings based on fault grounds to be brought by way of forfeiture proceedings, referred to as termination in lieu of forfeiture. Upon termination of the fixed term a secure periodic tenancy arises by virtue of Section 86(1) which

the usual grounds for possession then apply to and can be used to recover possession. But the requirement to forfeiture proceedings to terminate the fixed term brings with it all of the statutory and common law hurdles that have to be grappled with when dealing with forfeiture proceedings, including service of a Section 146 notice, relief from forfeiture and waiver.

It should be noted that Parliament clearly had realised the difficulties that might be caused in applying Section 82 of the 1985 Act in its current form to fixed term tenancies, hence why Section 119 of the Housing and Planning Act 2016 makes provision to amend Section 82 of the 1985 Act to allow for termination of fixed term secure tenancies without the need to forfeit. This section has not however been brought into force and it may be that it never will now.

It may of course be that with the shift away from offering fixed term tenancies following the initial rush after the coming into force of the Localism Act that the numbers of these tenancies in force are dwindling by natural effluxion of time. Where Local Authorities are left with little choice but to seek possession within the fixed term, they would be wise to seek detailed legal advice on the practical implications of this decision to ensure that the correct procedures are followed.

Importantly, although this decision only applies to fixed term secure flexible tenancies granted by Local Authorities, Private Registered Providers with fixed term assured shorthold tenancy agreements equally need to ensure these tenancies include a provision allowing the tenancy to be brought to an end in the term by way of "re-entry, for forfeiture, for determination by notice or otherwise" to ensure that these do not fall foul of Section 7(6)(b) of the Housing Act 1988.

**For more information, please contact Rebecca Brady.**



**Rebecca Brady**  
Chartered Legal Executive  
020 7065 1838  
rebecca.brady@devonshires.co.uk

## Ensuring compliance when managing ASB in Hostels



I am frequently asked to advise Landlords and Managing Agents when issues arise in hostel accommodation and what steps they need to take to recover possession. In theory, this should be relatively straightforward. If the accommodation is genuinely a hostel as defined by Section 622 of the Housing Act 1985 and the Landlord is of the prescribed type as required by the Protection from Eviction Act 1977 then the occupiers will likely occupy in accordance with an excluded licence. An excluded licence is designed to ensure that hostel accommodation can be managed effectively and in order to do this the Landlord is able to recover possession without having to comply with the usual formalities such as service of a Notice to Quit/Notice of Seeking Possession or obtaining a possession order.

Notwithstanding this, Landlords must exercise care and caution when deciding to take possession without a Court order. This is so as to ensure that there is no offence committed; that the terms of the licence are complied with and that, if required, consideration has been given to the proportionality of the eviction and/or the Public Sector Equality Duty (PSED) under the Equality Act 2010. It is also important to ensure that where there is an Agent managing the accommodation there is full compliance with the Landlord's eviction processes and procedures.

Where possible and before any step is taken to give notice

to the Licensee to leave, the Landlord/Agent should ensure that if the occupier is disabled for the purposes of the Equality Act 2010 and the reason for termination is linked to the disability consideration is given as to whether the eviction would be a proportionate means of achieving a legitimate aim. Even if the eviction is not linked to disability, if the Landlord is a public authority or exercising a public function, due regard should be had to the PSED.

Before any step is taken to remove the Licensee, reasonable notice must be given. The length and form of notice can depend on the nature of the breach and the factors of each case – for example, if there is serious nuisance and anti-social behaviour such as violence and threats of violence, the notice period may be very short. The notice does not need to be in writing and can be given verbally, however it is always good practice to give written notice, even if it is by text or email. It is also important to consider the Licence Agreement which will often contain further information as to the length of notice that may be given in different circumstances, for example the Landlord will usually give 28 days' notice unless there is serious nuisance, violent or disruptive behaviour.

Once the Notice has expired the Landlord can peaceably evict the occupier. However, this does not give the Landlord the right to forcibly remove the occupier and

would usually be by way of a lock change while the occupier is out of the accommodation. It is imperative that there should be no attempt to use force to secure the eviction and the Landlord or Agent may commit an offence if violence is used. An offence could also be committed if there is violence against property, for example forcing open the door if the Landlord or Agent is aware that there is someone in the room. The Landlord will also be responsible for any belongings left in the room so should make sure to follow the correct procedures, including service of a 'Tort Notice'.

It is imperative that the Landlord/Agent must ensure care is taken to ensure that any steps taken in the process of the eviction are undertaken lawfully. If securing the room is not possible advice could be given in respect of alternative means, such as securing an injunction with exclusion provision. If in doubt legal advice should be sought before any attempt is made to evict as failure to ensure compliance could lead not only to reputational risk but also to potential claims for compensation/reinstatement for unlawful eviction.

**For more information, please contact Donna McCarthy.**



**Donna McCarthy**  
Partner  
020 7880 4349  
[donna.mccarthy@devonshires.co.uk](mailto:donna.mccarthy@devonshires.co.uk)

## Ask the Expert – Victoria Smith



**Q** What steps should Landlords be taking in response to the Housing Ombudsman's 'Spotlight on: Damp and Mould, it's not lifestyle' report?

**A** In October 2021 the Housing Ombudsman published its spotlight on: damp and mould, it's not lifestyle' report. The Ombudsman decided to investigate the issue following an increase in complaints featuring damp and mould and in response to TV coverage which highlighted the issue of people living in damp and mouldy homes.

The Ombudsman used its powers to issue a call for evidence between April 2021 and June 2021. 555 responses were received, 416 of which were from residents. It was found that distress and health issues were cited in almost all cases and that the issue of damp and mould was having a broader impact on mental health, education and career prospects.

At the heart of the report is the requirement from a change in '*culture, behaviour and approach...from being reactive to proactive and from inferring blame to taking responsibility*'. The Ombudsman has recommended that

the word 'lifestyle' be eradicated and that Landlords adopt a zero tolerance approach to damp and mould.

The report sets out 26 recommendations for Landlords, ranging from ensuring responses to reports are timely and records are accurate, to ensuring all staff are adequately trained to identify issues, carry out required works and deal with complaints.

Landlords should now be taking steps in response to the recommendations, to include but not limited to the following:

1. Considering the need for a framework or specific policy dealing with damp and mould;
2. Reviewing existing repairs and complaints policy and procedures and updating them in light of the report;
3. Reviewing information and support provided to residents and engaging with residents in design of information.

The report emphasises the need to make effective use of internal complaint procedures, noting that '*it is critical that residents in these cases do not feel the need to resort to disrepair claims, especially when the complaints procedure could provide a better outcome for the residents and landlords*'.

The report recommends that Landlords promote benefits of their internal complaints process and the resident's right to approach the Ombudsman at an early stage. It recommends that Landlords continue to use their complaints procedure following receipt of a letter of claim and when the Pre-Action Protocol for Housing Conditions Claims is engaged. The Ombudsman makes clear that the matter does not become legal until court proceedings are issued. Landlords should be clear with residents on how the matter is being handled, whether via the complaints process, the pre-action protocol or both.

In light of the above, when responding to a letter of claim, where appropriate, Landlords may wish to propose that the matter be dealt with in accordance with their internal complaints procedure. Tenant solicitors should be warned that failure to engage with ADR, including the internal complaints procedure, prior to issue of court proceedings, may be deemed a breach of the Pre-action Protocol for Housing Conditions Claims.

For more information, please contact Victoria Smith.



**Victoria Smith**  
Solicitor  
020 7880 4244  
[victoria.smith@devonshires.co.uk](mailto:victoria.smith@devonshires.co.uk)

## Q&A: Supporting survivors of domestic abuse –

### Dr Kelly Henderson & Anna Bennett

**Devonshires**



Following on from our very successful Webinar with Dr Kelly Henderson in September 2021, Dr Henderson and Anna Bennett respond to some of the common practical and legal questions that come up when trying to assist survivors of domestic abuse.

Dr Kelly Henderson is Managing Director at [Addressing Domestic Abuse \(ADA\)](#). ADA is a community interest company which provides bespoke support to organisations including social housing providers to recognise and respond to domestic abuse. As well as providing bespoke support to organisations to develop their response to domestic abuse, including training staff, developing policies to support staff, they provide a strong focus on social housing prepare for upcoming changes in regulation (by the Regulator of Social Housing) on domestic abuse.

I have had a few cases where neighbours and/or the police are claiming that the Tenants are victims of domestic abuse however the Tenant denies this and does not cooperate with the police action. Neighbours complain about the noise of fighting and being scared by the aggression of the perpetrator however we have no actual evidence of domestic abuse. How can we deal with the behaviour but at the same time be supportive of the domestic abuse victim?

**Dr Kelly Henderson** - If we receive information from a third party and the victim does not feel able to raise a complaint, we do need to make clear that the door is open for them to access our support and have an understanding that it may take residents time to trust we can help. As part to our multi agency working it is worth noting that Police can take forward a victimless prosecution and as housing officers we can provide crucial information.

An example of this could relate to breaches of Domestic Abuse Protection Notices (DVPN) and Orders (DVPO). Housing Officers can provide information if we see a person served with a DVPN /DVPO in a defined area outlined in the Notice / Order, we can report the breach to the Police which can result in the Police making an arrest. A survivor may be afraid to report the breach to Police and we as housing officers can provide evidence of the breach. In a recent case of an L&Q resident the judge relied in the detailed notes of the support staff meaning the victim didn't have to give evidence in court.

**Anna Bennett** – Under the Anti-Social Behaviour Crime and Policing Act 2014, if the perpetrator is witnessed being physically or verbally aggressive or threatening to household members and that witness is willing to give evidence, then it is possible to apply for an exclusion order excluding the perpetrator from their home and from the vicinity of the premises. As such this is something that a Registered Provider (not for profit only) may consider even if the victim themselves is not willing to come forward.

If the perpetrator is a sole Tenant and the couple is married, there are no children involved but the perpetrator has stayed in the property and his former partner has fled what would be the most appropriate way to assist?

**Anna Bennett** – In this case Ground 2A of the Housing Act 1985 for secure Tenants or Ground 14A of the Housing Act 1988 for assured Tenants may well be appropriate where the perpetrator of domestic abuse caused the victim to flee and the victim has no intention to return. If there is evidence that domestic abuse has occurred in the property, a Registered Provider Landlord may want to show that such behaviour will not be tolerated from

its residents and seek possession. It may also seek possession on other grounds that may apply such as such as Ground 1/12 (breach of tenancy) or Ground 2/14 (antisocial behaviour).

We have a case where the perpetrator and the victim are on a joint tenancy. The victim has left the property and has asked if it may be possible to return to the property in the future, how can we suggest that we manage this process?

**Anna Bennett** – The tenancy will continue as a joint tenancy until one or both of the joint Tenants takes action to resolve the situation. If the relationship is amicable enough for both Tenants to agree and sign a Deed of Assignment then this would be the preferred option.

If the victim has fled and the perpetrator remains then Ground 2A Housing Act 1985 or Ground 14A may be appropriate. Alternatively the cleanest way to end the Tenants would be to advise the joint tenancy of their right to end the tenancy by serving a notice to quit upon the Landlord. Any joint Tenant wanting to do this should be advised to seek independent legal advice as it is very important that they get the form of notice and expiry date correct in line with the tenancy agreement. If the remaining Tenant refused to move out then the Landlord would need to issue a claim for possession.

The victim has left the property but does not want to terminate her sole tenancy under this option in case she will lose her security of tenure as a secure Tenant.

**Anna Bennett** - Under the Domestic Abuse Act 2021 if the Tenant is fleeing domestic abuse then he/she should be given a tenancy that is the equivalent security of tenure even if the Council operate a flexible tenancy scheme.

Do you have specific recommendations for measures to ensure early detection in the initial stages of a tenancy?

**Dr Kelly Henderson** – It is really worthwhile spelling out your approach to providing support at the sign-up stage on issues including ASB, mental health and domestic abuse so that the resident has an idea of the response they will get should they ever seek support. You should spell out clearly if your tenancy agreement includes domestic abuse as a tenancy breach. In addition, your website should let residents know what they can expect if disclosing domestic abuse so you can instil confidence right from the sign-up stage.

A training programme where all staff are trained to

recognise domestic abuse is essential. Training repairs staff and those taking repairs calls to spot any potential signs of domestic abuse can make a real difference. For example, a call taker could, by looking at the repair history see a number of repairs that could raise concerns. Some housing providers have configured their repairs systems to create an alert when repeated repairs are reported within a timescale.

Other information could also suggest domestic abuse, such as rent arrears. SafeLives found when looking at the data of residents experiencing domestic abuse from a housing provider that the arrears increased and in those cases where there were no arrears, on experiencing abuse the resident in most cases went into arrears.

One housing provider ensures that in their interactions with residents they ask them if they feel safe in their home. This broad-ranging question gives residents the opportunity to raise a number of issues that may impact on their feelings of safety. They highlighted that if a resident requests a security light that they take the time to find out the reason behind the request. For example, in one case it transpired that the resident wanted the light as she feared her ex-partner would find her new address.

In those cases where a complaint may have been received relating to potential ASB or noise nuisance then we must investigate fully. Merely sending a letter about a tenancy breach if the resident is experiencing abuse can increase concerns about coming forward to seek support as they could feel they have been categorised as the problem and worry that their home is at risk. Contact made investigating potential ASB or noise nuisance needs to be done with a domestic abuse perspective.

In conclusion, the key in any case whether the person is a new Tenant or not is about housing staff considering domestic abuse, having professional curiosity and listening to what residents are saying, as well as piecing together what the data we hold could be telling us. It is all part of the jigsaw.

Do we need consent from a Tenant before making a referral regarding domestic abuse?

**Dr Kelly Henderson** - Ideally yes, we should engage with the resident before making a referral to any agency and explain how the referral process works and what they can expect. Any referral forms should include a section where you ask the resident to consent to referrals and residents

should be advised of the reasons that we would like to make a referral.

There will be some cases where the person may be in immediate danger or perhaps they haven't been seen for some time. In those cases, we should contact the Police to check on the person's welfare. If the person is in immediate danger, we should dial 999.

Crucially, in terms of referrals and in gaining the confidence of residents it is important that we engage with partners and play a key role in domestic abuse partnerships and developing relationships with domestic abuse organisations and Police so we can let our residents know with some certainty what they can expect from services.

**For more information, please contact Anna Bennett or Dr Kelly Henderson.**



**Anna Bennett**

Partner, Devonshires  
020 7880 4348  
anna.bennett@devonshires.co.uk



**Dr Kelly Henderson**

Managing Director, Addressing  
Domestic Abuse  
07921 510 761  
kelly@addressingdomesticabuse.com

## Inheritance of Tenancies



When a Tenant dies, they cease to occupy the property as their only or principle home. While the tenancy does not cease upon the Tenant's death, it becomes stripped of its statutory protection by reason of the Tenant's non-occupation, becoming a mere contractual tenancy.

Where there is nobody entitled to succeed to the tenancy and the Landlord wishes to obtain possession of the property, the underlying contractual tenancy must first be determined. Generally, a contractual tenancy is capable of being determined by service of a Notice to Quit (NTQ). However, in the case of an assured tenancy, it is crucial that a Landlord first looks to whether or not the tenancy has been inherited.

An assured tenancy is an estate in land capable of being inherited and, upon the death of the assured Tenant, forms part of their estate. Where such deceased Tenant leaves a will, their estate vests with the executors of the estate and the assured tenancy may pass accordingly. However, the position is rather more complex in the case of an assured Tenant who dies intestate.

Where the Tenant dies intestate, their estate (including the tenancy) vests in the Public Trustee until such time as letters of administration are taken out, pursuant to Section 9 of the Administration of Estates Act 1925, as substituted by Law of Property (Miscellaneous Provisions) Act 1994. It is upon letters of administration being taken out that the next of kin becomes entitled to the assured tenancy beneficially under a statutory trust pursuant to Section 46(1) (ii) of the Administration of Estates Act 1925.

The point at which the next of kin becomes entitled to the beneficial interest in the assured tenancy is of

particular importance for Landlords seeking to terminate the assured tenancy following the death of a Tenant because an assured tenancy cannot be ended by serving NTQ. To terminate an assured tenancy that has been inherited by a deceased Tenant's next of kin, a Landlord is instead required to serve a Notice of Seeking Possession (NOSP) on the inheritor under Ground 7 Schedule 2 to the Housing Act 1988.

The recent case of *Clarion v Carter* serves as a useful reminder on this point (among other matters). In his judgment on appeal, Mr Justice Kerr disagreed with Louise Carter's submissions that as her mother died intestate, she immediately was the beneficiary under a trust arising from the rules of intestacy on the basis of her inchoate right to establish title to the tenancy pending her appointment as a personal representative of her mother.

While on the facts of this particular case Louise Carter was found to have a contractual right to succeed to the property, Mr Justice Kerr set out that Louise Carter should not be considered an assured Tenant in equity under the law of intestacy, and that any inchoate right to establish title to the tenancy is too weak to be considered a tenancy in equity.

The judgement helpfully reiterates the position that while the Public Trustee holds the intestate's property on trust for those entitled to inherit under intestacy rules, a person entitled on intestacy does not acquire an immediate equitable interest in the estate's property and therefore does not immediately become a beneficial assured Tenant. Any right to inherit will not crystallise unless letters of administration have been taken out.

A Landlord seeking to obtain possession of a property following the death of an assured Tenant must therefore establish the position in relation to the deceased's estate in order to determine whether or not the interest in the tenancy has been inherited, to ensure that the appropriate notice is served.

**For more information, please contact Kerri Harrison or Georgia Goddard.**



**Kerri Harrison**

Solicitor

020 7880 4267

[kerriharrison@devonshires.co.uk](mailto:kerriharrison@devonshires.co.uk)

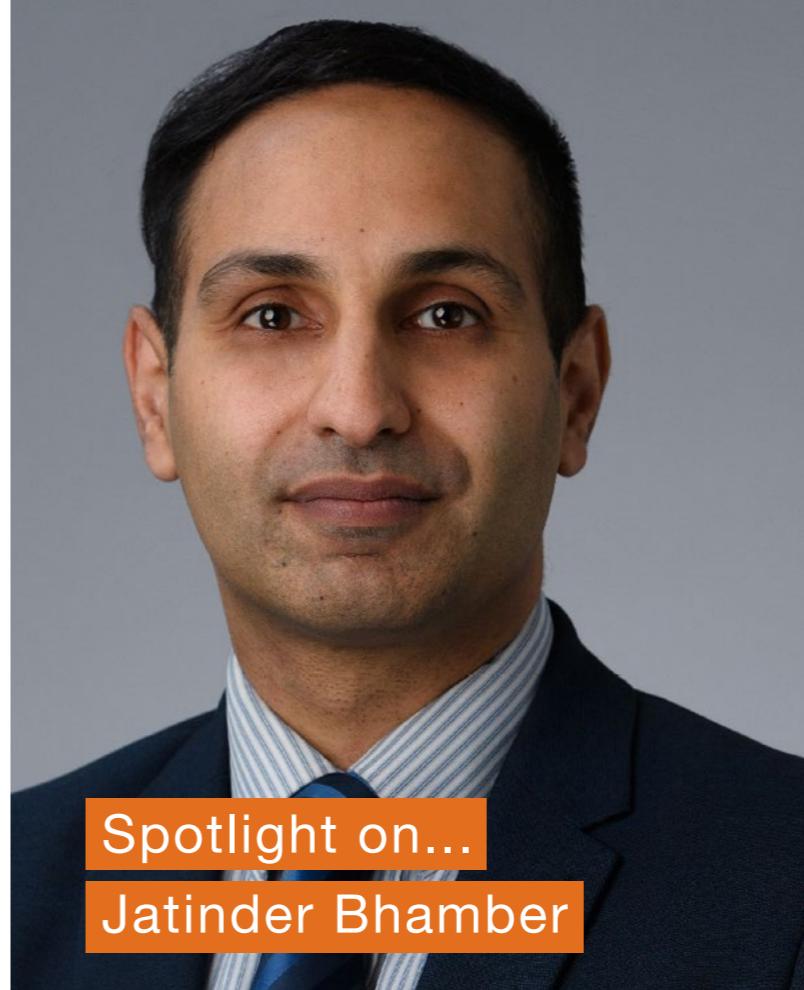


**Georgia Goddard**

Paralegal

020 7880 4206

[georgia.goddard@devonshires.co.uk](mailto:georgia.goddard@devonshires.co.uk)



## Spotlight on... Jatinder Bhamber

### What have you been up to recently?

First and foremost, I am delighted to have joined the Devonshires team and since joining in September 2021, the time has flown by!

I was fortunate to move at a time when office working was coming back following the Covid-19 restrictions and being back in the office surrounded by all of the wonderful team in the Housing Management and Property Litigation team helped me settle in very quickly.

As well as continuing my practice in Housing Management, I have been exposed to a wide variety of work and I have enjoyed getting stuck into all things Leasehold.

I am looking forward to the next chapter of my career and I could not think of a better place than Devonshires to progress.

### How did you get into Law?

My degree was actually in Business Management and Economics and having secured a Graduate job within a Marketing Company fresh out of University, I did not feel entirely inspired. I then undertook the Graduate Diploma in Law which is the conversion course into legal study and following a further year studying the Bar Vocational Course, I was Called to the Bar in 2010. I then cross

qualified via CILEX and practice as a Chartered Legal Executive.

### Tell us about your career before working at Devonshires so far

In terms of my legal career, I spent a number of years as an Advocate in the County Courts tackling a wide range of housing related matters before working in-house at a G15 Housing Association advising on and representing the organisation at Court on matters relating to Anti-Social Behaviour and Tenancy Fraud. I then spent three years at another firm before joining Devonshires.

### What do you enjoy about your current role?

It is a bit of a cliché but genuinely, no two days are the same. The variety of work keeps me on my toes and I am continually learning something new and advising on queries and aspects of law that I had not even considered previously. Housing law is fast paced and is constantly evolving. I have had the benefit of seeing this first hand with a case that I was instructed on in the Court of Appeal. I enjoy being presented with problems my clients face and finding creative solutions for them.

I am also really enjoying supervising junior members of staff and developing their knowledge base whilst also participating in the Webinar series that Devonshires have rolled out.

### What do you like to do outside of work?

I would love to say relax but with two young children, this is very rarely the case! Fortunately, both my children are starting to enjoy playing and watching football so we have enjoyed a few trips to the London Stadium together. I also enjoy a spot of DIY which is loosely translated as watching my Dad doing the work and me making the tea.

### For more information, please contact Jatinder Bhamber.



**Jatinder Bhamber**

Chartered Legal Executive

020 7065 1881

[jatinder.bhamber@devonshires.co.uk](mailto:jatinder.bhamber@devonshires.co.uk)

# Faces behind the Devonshires Team: What we've been up to...



## Narin Masera, Paralegal:

"As well as working on disrepair and possessions, I have been advising on a variety of different matters lately. I recently advised a client on succession and another client on Tenants evading eviction by producing isolation notices. I am currently preparing advice on the interpretation of a lease and helping a client with a couple of Environmental Protection Act claims."



## Lina Amir, Solicitor:

"I recently joined Devonshires and have been dealing with disrepair cases, including leasehold disrepair, some possession/ASB and property litigation matters. I am excited to broaden my practice and meet more of our clients."



## Donna McCarthy, Partner:

"I have been getting out and about again and have just presented my first in person seminar for two years!"



## Billy Moxley, Trainee Legal Executive:

"I have dealt with an urgent without notice injunction in regards to threats to staff and vulnerable residents, along with numerous access injunctions."



## Hannah Keane, Solicitor:

"I have been busy dealing with matters involving the public sector equality duty and advising on council tax banding."



## Charlotte Knight, Paralegal:

"I am new to the team and have been busy working on a number of cases including anti-social behaviour injunctions, access injunctions and disrepair matters. I have also assisted with making several applications for closure orders."



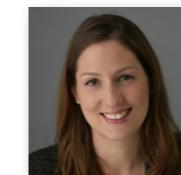
## Rebecca Brady, Chartered Legal Executive:

"As well as the usual busy caseload, I have enjoyed collating and editing content for this HMPL Brief, which will be my last issue as I am now handing this over to my colleagues Jatinder and Lina."



## Ikram El-Ahmadi, Paralegal:

"I have been exploring and advising extensively on enforcement proceedings for service charge arrears and going beyond initial steps on all service charge matters."



## Samantha Grix, Partner:

"One of my specialist areas is rent regulation so I can help with all things rent from increases, setting and compliance with the Rent Standard."



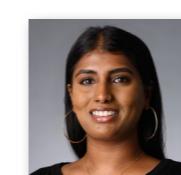
## Lee Russell, Partner:

"I have had a busy few months keeping up with all the amendments to the Building Safety Bill, a trip to the High Court on a Saturday and some tricky mediation thrown in for good measure."



## Zoe McLean-Wells, Solicitor:

"I have been advising on a range of matters from the prospect of challenging a Tribunal decision giving dispensation to consultation to Equality Act Defences to enforceability of easements."



## Duvaraka Balachandran, Paralegal:

"Having now been with Devonshires for 6 months, my caseload has varied from disrepair, ex parte and on notice injunctions to rent and ASB possession claims."



## Victoria Smith, Solicitor:

"I have been busy advising clients on Housing Ombudsman matters and preparing for the implementation of the Renting Homes (Wales) Act 2016, currently set for July 2022."



**Thomas Molony, Paralegal:**

"I have been busy working on a number of contested possession claims as well as disrepair matters and cases involving anti-social behaviour."



**Jatinder Bhamber, Chartered Legal Executive:**

"I have been busy with a varied caseload on both Housing Management and Leasehold matters, including various Service Charge disputes and Shared Ownership arrears recovery. I am looking forward to participating in upcoming Webinars and organising training sessions with various clients."



**Neil Lawlor, Partner:**

"I have been busy dealing with amongst other things a recent successful hearing in the First Tier Tribunal concerning an application for dispensation from s.20 consultation requirements to allow a Registered Provider to enter into utility contracts; advising in relation to whether or not the conditions in a s.106 agreement that relate to affordable housing have been breached; and successfully recovering outstanding rent and service charges of sums in excess of £145,000 from a commercial Tenant of an RP client."



**Kerri Harrison, Solicitor:**

"I have been very busy working on a number of possession claims following the death of a Tenant."



**Georgia Goddard, Paralegal:**

"I recently gave training on Succession, Inheritance of Tenancies and Possession which can be found on the Devonshires Webinar Hub."



## HMPL Building Blocks

### Webinar Programme - 2022/2023

Devonshires Housing Management and Property Litigation Building Blocks Webinar programme is back due to popular demand! These webinars are aimed at those at the beginning of their careers in tenancy and leasehold management and are suitable for anyone wanting to learn the basics of housing law and how it relates to their day to day job.

**An Overview of Tenancy Types**

23 June 2022

11:00 - 12:00 with Q&A

**An Introduction to Procedure Following Death of Tenant**

17 January 2023

11:00 - 12:00 with Q&A

**An Introduction to Rent Arrears and Possession**

14 July 2022

14:00 - 15:00 with Q&A

**An Introduction to Court Proceedings**

9 February 2023

14:00 - 15:00 with Q&A

**An Introduction to Tackling Non-occupation**

15 September 2022

14:00 - 15:00 with Q&A

**An Introduction to Tackling Anti-Social Behaviour**

21 March 2023

11:00 - 12:00 with Q&A

**An Introduction to Breach of Lease**

4 October 2022

11:00 - 12:00 with Q&A

**An Introduction to Shared Ownership**

18 April 2023

11:00 - 12:00 with Q&A

**An Introduction to the Law and Procedure in Disrepair Cases**

8 November 2022

11:00 - 12:00 with Q&A

**An Introduction to Assignment, Mutual Exchange and Succession**

16 May 2023

11:00 - 12:00 with Q&A

**An Introduction to Service Charges and s20 Consultation**

6 December 2022

14:00 - 15:00 with Q&A

### How to Book

If you are signed up to our mailing list, invitations outlining the programme and speaker details will be issued for each webinar with a registration link. Once your place has been confirmed, you will receive the link for the webinar which you will use on the day to access it.

If you are not signed up to our mailing list, and you want to hear more about our Building Blocks programme, or any of our other future HMPL webinars, articles and updates, make sure to join! [Click here](#) to sign up.

**Helplines:**

*Why not give us a call?*



Housing Management Helpline

**0800 0854 529**

Monday - Friday, 9am - 5pm



Leasehold Management Helpline

**0845 994 0091**

Monday - Friday, 9am - 5pm