

## UNLAWFUL EVICTION

It can be very frustrating to a landlord to discover that his or her tenant doesn't have the means or perhaps the intentions to fulfil the obligations of the tenancy agreement. This may be the tenant building up substantial rent arrears or allowing the standard of the property to fall into decline through neglect and a general lack of care.

Very often, as landlords when we tell our tales of tenant woe to our friends and family, we hear responses such as, "can't you just boot them out if they're not paying?" and "why don't you just wait until they're not in and go round and change the locks?" While such friends and family may have only the best intentions at heart, a landlord who was to follow these friendly words of advice to the letter would, more than likely find himself with a claim for unlawful eviction adding to his stresses and frustrations.

To follow are two such cases from earlier this year. These are intended to be read purely for interest in order to show how a court responds to and handles unlawful eviction claims.

### CASE 1

Here is the first of our featured Unlawful Eviction cases

#### **Salah v Munro    Willesden County Court    April 2009**

Ms Salah signed an assured shorthold tenancy agreement (AST) for a room for a period of 6 months. The tenant applied for housing benefit which was granted, but only for part of the rent. Mr Munro, the landlord had a 'no housing benefit' policy – and decided to enforce it.

He told Ms Salah to leave. Subsequently, in May 2008 Mr Munro's brother and girlfriend visited the property and again demanded that the tenant leave and return the key. Ms Salah refused to comply and went out, taking the key with her. On her return to the property Ms Salah found that the locks had been changed and some of her property was in bags in the street and other items were missing. She spent a night in hospital following an asthma attack, then stayed with various different people until being re-admitted to the property ten days later following a court order.

Missing furniture was not replaced and Mr Munro accused Ms Salah of being a prostitute. After the 6 month term had expired, Mr Munro disconnected the gas and electricity supply to the room. Following this Ms Salah stayed at a friend's house for a month.

Mr Munro re-connected the electricity supply once he was notified this Ms Salah had been granted funding for a committal hearing. Ms Salah only stayed occasionally at the property after this time. In January 2009 Mr Munro saw Ms Salah at the property and called the police. The police confiscated Ms Salah's keys!



Willesden County Court awarded the following:

Unlawful eviction	£8600 – calculated at £200 per night for 43 nights
Aggravated damages	£2000
Exemplary damages	£2000
Special damages	£1000
<b>Total</b>	<b>£13600</b>

The tenants rent arrears of £750 were deducted from the damages, not including the period when Ms Salah was excluded from the property. The court assessed the rent at 50% for the period without gas.

## CASE 2

This is the second of our two featured cases of Unlawful Eviction

### **Kirklees Council v Susan Lowe Bradford Crown Court May 2009**

Mrs Lowe, the landlord waited while the tenant and her partner were away for the weekend during July 2007. She removed the tenant's belongings from the property leaving them outside in the rain and changed the locks.

The landlord refused to cooperate with council officers when they contacted her and did not comply with a County Court Injunction requiring her to reinstate the tenant.

In May 2009 Mrs Lowe pleaded not guilty to charges relating to an unlawful eviction. She was found guilty of the offence under The Protection from Eviction Act 1977 and also of criminal damage to the tenant's belongings. She was given a two year conditional discharge and ordered to pay costs of £1,500.