



# PRIVATE TENANT

## Landlord in murder trial – Henchman also “bullied tenants”

NICHOLAS VAN HOOGSTRAATEN, PROBABLY Britain’s most infamous landlord, has been appearing at the Old Bailey on charges of commissioning two men to kill a former business associate. He has been frequently cited as the owner of problem properties causing misery to leaseholders and tenants, who he described as “scum”. He was believed to be the model for the landlord in the 1980’s TV drama “Sitting Targets” concerning harassment of elderly residents of a London property. The program helped galvanise many tenants to

campaign for licensing of landlords.

But police allegations leading to the Old Bailey case in April and May this year have been of a different order of seriousness. Hoogstraten was charged with paying associates to kill Mohammed Raja, a slumlord with properties all over Southern England including the Kilburn area.

Raja died in 1999 from stab wounds and a shotgun blast to the face. The killing was witnessed by his two young grandsons who said that before he died Raja told them that Hoogstraten was behind the attack. The killing was alleged to

have been carried out by Robert Knapp, and David Croke a tenant of Hoogstraten’s in the Brighton area. The prosecution claimed that Hoogstraten had spoken of Knapp as someone he could rely upon to do any dirty work that needed doing and alleged he gave or lent Knapp £11,000. One witness told the trial that Knapp had been known to visit and “dissuade” problem tenants on Hoogstraten’s behalf.

The court heard that Hoogstraten and Raja had fallen out over property deals and the latter

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## Tenants’ security threatened

### New Law Commission Proposals

IN POSSIBLY THE BIGGEST EVER SHAKE-UP OF tenancy law, the Law Commission has proposed measures which include reducing Assured-Shorthold tenancies from six to just three months.

Given the task of ‘rationalising’ tenancy law, the Law Commission has produced a consultation paper proposing to abolish the 14 different kinds of residential tenancies,

replacing them with just two types. These would apply to private, council and housing association tenants. The proposals contain some benefit for private tenants, mostly simplifying the paperwork and reducing the scope for sharp practice. But they do nothing to improve the rights of short-holders (who now make up the majority of private tenants) - in fact further

reducing their fragile security of tenure. The proposals are also likely to be opposed by regulated tenants who are deeply suspicious of change after the experience of the 1988 Housing Act.

Fortunately this is just a consultation paper - and hopefully CFPT and other tenant group’s

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Camden for sale? Ex-Local Authority properties for sale on Leighton Road.

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# Europe backs rent cap

Without a hint of irony, Paul Willan the lawyer and owner of landlords Spath Holme Ltd, has dragged the UK government in front of the European Court for breaching his human rights by restricting the rent increases he can enforce against regulated tenants.

THE GOVERNMENT'S MAXIMUM FAIR RENT Order, introduced in early 1999 offered some relief to tenants who were being impoverished or driven from their homes by rent increases. These had accelerated wildly as rent control was undermined by a ten-year campaign through the courts by wealthy landlords including Spath Holme.

## Landlord lobby threatens New Labour

The landlord lobby had threatened the new Labour Government with a case in Europe if it tried to curb rents and this clearly influenced those drafting the Order - to the detriment of tenants' interests. At the time, CFPT pointed out that the landlords were bluffing. Most had bought the properties long after the 1977 rent controls were applied and many during the 1980's when rent increases were a fraction of those causing the problems in the 1990's. Above all they could hardly complain that (potentially) suffering a reduction in anticipated increases in income amounted to confiscation of property, the relevant clause in the Human Rights Convention. Indeed, tenants losing their homes seemed a far more pressing human-rights issue.

## Maximum Fair Rent Order

Within a year of the introduction of the Maximum Fair Rent Order, Spath Holme had persuaded the High Court to have it overturned on a technicality, causing regulated rents to rise again - in Camden by an average of £25 a week. Tenants were rescued by the House of Lords within another 12 months when five Law Lords unanimously overruled the three appeal judges, restoring the legislation. The Lords' decision followed urgent pleas from private

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Strasbourg upheld the UK government's right "to protect tenants from the hardship caused by increased or excessive rents".

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tenants and a number of MP's whose constituents were gravely affected. Notably local Labour Members Glenda Jackson and Karen Buck, but also Lib Dem Housing Spokesman Adrian Sanders and Michael Portillo, Conservative MP for Kensington and Chelsea. The latter's formidable constituent, pensioner Helen Holdsworth, founded the Fairer Fair Rents campaign.

## Strasbourg

The European judges at Strasbourg didn't seem keen to hear Spath Holme's claims about landlords' human rights or their concern that a cap on regulated rents might spread to market rents (which seems unlikely given this Government's failure to restore security of tenure to all tenants and their foot-dragging on landlord licensing and rent deposits).

In April we learned that Strasbourg had rejected Spath Holme's initial application for a hearing and in May that the court's 'Rapporteur' was appointed to decide whether there was a valid case to hear. The Court comprising seven European judges has now unanimously declared the application inadmissible with all parts "manifestly ill-founded". They upheld the UK

government's right "to protect tenants from the hardship caused by increased or excessive rents". They ruled that the rent cap was applied after proper consultation, still assured landlords of increases and was justified where rents were clearly causing social problems.

Hopefully this is almost the end of the line for the landlords' attacks on the Maximum Fair Rent Order.

*For more on Fair Rents see News in brief page 7.*

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threatened Hoogstraten with prosecution for fraud. In court Hoogstraten admitted that he had told Raja's son "your dad's a maggot" but denied that he had added "he doesn't know what I am, we pick thorns when they are a pain and break them". Hoogstraten conceded that he was occasionally irritated by Raja but that the money they were in dispute about was

"peanuts" to a man of his wealth and that had he lost the legal dispute with Raja he would merely have offset the costs against tax. He stated that he guessed that 30% of the litigation he'd been involved in had involved allegations of fraud or dishonesty, so there was nothing unusual about the dispute with Raja. Hoogstraten's defence counsel suggested to the court that he

believed that rather than his client being responsible for the attack on Raja, a more likely candidate was one Michel Abu Hamden another businessman with whom Raja was in dispute over a property deal.

As this issue of Camden Private Tenant went to press, the trial continued.

# United Womens Homes evictions

ELISABETH HAS LIVED IN HER STUDIO FLAT IN Fitzjohns Ave for 2 years. Now as UWHA plan to sell the valuable property to release money to refurbish properties in Hampstead Garden Suburb, Elisabeth has been given notice to quit. When she was offered the flat by UWHA she was told it would be as an Assured Shorthold tenancy and would be of a temporary nature although they didn't specify how long she might be there. Elisabeth, homeless at the time, was simply relieved and grateful to get a roof over her head and have a room to call her own. What UWHA didn't make clear at the time, she claims, is that when they wanted the flat back that she would be legally evicted and that she would effectively be out on the street and back in exactly the same position. What makes it worse says Elisabeth, is that the flat was unfurnished and that she has had to spend a lot of money furnishing it - including curtains for the eight-foot windows and carpeting to a combined cost of £800. Elisabeth is working full time but receives a low-income, and with nowhere now to go and no money to rely on for even a deposit on a private let, fears that she may even have to leave behind the furnishings that she has bought for the flat.

When asked where she will go Elisabeth says that she "doesn't have the foggiest". Her notice to quit was for 9th June, and although she has managed to negotiate an extension with UWHA, she says that she is having sleepless nights, is taking blood-pressure tablets and has simply had to block out the problem because of the stress it causes. Elisabeth says she would never be able to afford to rent in the private sector on her current salary.



The Fitzjohn's Avenue property targeted for sale.

Amaechi is also facing eviction from her small UWHA flat in Hampstead Garden Suburb. She has to vacate her home so that UWHA can refurbish the property. She says there are a number of Assured Shorthold tenants there who have all been given notice to quit, some of whom have already left. But Amaechi is a 24 year old who has been homeless a number of times before and now feels very let down by UWHA. Although she knows that legally UWHA have a right to possession of the flat, she cannot understand how they can conscionably evict her back out onto the street again. Like Elisabeth, Amaechi was homeless before she was offered a flat with UWHA, and the irony is that she was brought up in Circle 33 homes - with whom UWHA are now amalgamating.

Amaechi says that UWHA is in a mess, that staff turnover is so high that she does not know who her Housing Officer is. When she calls on the new central number she is kept on hold for minutes at a time - often on her mobile phone. She also points out that tenants are given a PO Box number as the UWHA address, so that she can't even go to the office to talk to anyone about her situation.

Amaechi is angry about her

situation, before she was offered a flat with UWHA she was in a homeless hostel for the under 25s. But she jumped at the chance of getting her own place and had even been on the UWHA transfer list; now she regrets not waiting for re-housing through the Council, even if it meant staying in the hostel longer.

CFPT helped Amaechi get together with other UWHA tenants in the same situation who have now contacted their local councillors and MPs regarding their position. They argue, that despite promises of advice, they have received none as yet from UWHA.

CFPT contacted Circle 33 to ask whether the tenants affected could be 'absorbed' into their housing stock. We asserted that although perfectly legal, the practise of social housing providers evicting shorthold tenants because they can does not smack of good practice. Circle 33 Assistant Director of Housing, Jules Bickers, said that UWHA would be taking possession action and that the tenants will be contacted and given signposting information on their options. Meanwhile Amaechi and fellow tenants will continue to challenge UWHA's actions.

*Contact our offices for further information- details on back page.*

# Rent Deposits

# rent

The Camden Private Tenant asked the Housing Advice Service for a series of advice articles for our readers. Here, Housing Adviser Lucy McGoldrick tells you how to hang on to your deposit!

THE HOUSING ADVICE SERVICE HEARS complaints all the time from Camden's private tenants about deposits that have been pocketed by their landlords.

Tenants are often pessimistic about getting money back and some even consider lost deposits as a hazard of renting privately. It is not uncommon for tenants to pay over £1500, an amount they have saved or borrowed, and need it back to secure new accommodation. Once a deposit is lost, so is access to alternative private sector housing and there exists a very real threat of homelessness.

Last year, the Housing Advice Service managed to recover more than £10,000 on behalf of our clients, through the courts or by successful negotiations. There are a few straightforward precautions taken at the start and the end of the tenancy that can help tenants guarantee success. As you will see from the case studies below, disputes that boil down to word of the landlord versus the tenant are difficult for the court to judge. So evidence gathered whilst still in the flat is indispensable if a dispute arises later on.

For example, we helped Mrs Phillips get £2500 from her landlord after he withheld her deposit without reason. She made an appointment to see us two months after leaving her Hampstead Road flat ...

**“ ... I have written to the landlord three times asking for my deposit back and he just hasn't replied. He looked round the flat on the last day and thanked me for being a good tenant, so I expected a check in the post – my son can vouch for that as he was there. I am so annoyed as I have had to ask the bank for an overdraft**

**to put down on the next place, and I am being charged”.**

The landlord did not reply to our letters, including a final demand, so Mrs Phillips was left with no option but to apply to court. Her son sensibly took a few photos of the flat at the start and at the end of the tenancy that showed the flat was left clean and in good condition. He also noted down a few details about his mother's conversation with the landlord, and was prepared to complete a witness statement and attend court.

## Compensation

We helped Mrs Phillip's fill out a Claim Form downloaded from the Internet, and asked the court not only for her deposit back but a few extras including interest, court fee and her overdraft charges. The boiler had been out of action for a few weeks over Christmas, so we asked for compensation for this too.

In the end, Mrs Phillips did not have to attend court. The landlord did not defend the claim and a judgement was made in default. He ended up paying considerably more than he would have by simply returning the deposit.

Claims are not always so straightforward. Take John, for example. He had expected his deposit to be returned in full – he had caused no damage, always paid his rent on time and spent a long time cleaning the flat.

He came to see us when his landlord withheld all his deposit. The landlord said that £250 was to replace the bath that he said John had damaged. Additionally, John had left the tenancy three weeks before the end of the fixed term and the landlord was withholding £540 as lost rent.

**“ ... I cannot believe the landlord has not returned my deposit. The bath had a crack in it, but that was there when I moved in. The bathroom furniture is really old and as far as I could see the crack was a result of age and use. I had to leave three weeks early to move into my new place, what's the problem?”**

Unfortunately John did not take the same precautions as Mrs Phillip's son when he moved in. No inventory was agreed or photos taken at the start that proved the bath was already cracked. John left the keys at the agency and did not ask for a joint inspection, so he had no evidence apart from his word that the flat was left in a good, clean condition. And although John had received verbal permission to vacate the flat early, John lacked proof that the conversation took place. Without evidence, the landlord had a good argument that John remained liable for the rent until the tenancy was formally bought to an end.

We had to advise John that, although he could try to recover the deposit through the courts, it was his word against the landlords. In our view, the best way to resolve the dispute was through a negotiated settlement.

We asked the landlord for his side of the story. Even if the crack did occur during the tenancy, we argued that it could be as a result of fair wear and tear. A landlord must redecorate and refurbish the property on a cyclical basis, the cost of which is recouped through the rent. The tenant is only responsible for neglect or damage that involves additional expenditure outside the normal cycle.

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# Tenancy Deposit Scheme – Protection for Rent Deposits?

A "DEPOSIT" OR "BOND"- THIS CAN BE considered as "something committed to another person's charge as a pledge", suggesting a mere guarantee which forms part of a generally trusting relationship. However the issues surrounding deposits can also be some of the most problematic areas. Sometimes landlords lose out when tenants view their deposit as merely constituting the last month's rent before a disappearing act is performed. In my experience though, the tenant more often pays for the privilege of their pledge, as phantom cleaning bills appear, wear and tear become significantly blown out of proportion and other spurious charges mount up.

## Outright theft

As on occasion almost outright theft is being performed, attempting to recover a deposit or bond can prove a mighty frustrating process. This no doubt depends partly on the amount concerned – and in Camden, the equivalent of up to two months rent can be quite a substantial amount – but also on either the stubbornness of the other concerned party, or on how easy it is to track them down.

For tenants trying to recover a bond, entering into "negotiations" with a landlord is normally the first step. This would be a written process, and if no compromise can be reached then the longer machinations of a court process would come into play. This is obviously a time-consuming procedure, and in an effort partly to fast track this process a scheme has been introduced under the auspices of the Independent Housing Ombudsmen, the nicely named Tenancy Deposit Scheme.

The Tenancy Deposit Scheme, or TDS, seems an extremely laudable attempt to address the above-mentioned problems. It involves two basic options, in the first custodial option "the deposit is paid into a ring-fenced account operated by a licensed deposit taker" with any dispute being arbitrated by the Ombudsman. In the second insured

option the landlord or agent holds the deposit, but must take out insurance to "ensure that the deposit is repaid in the event of a dispute where the ombudsman finds in favour of the tenant." Therefore in the same way as other disputes, such as parking tickets, can be resolved by an independent body without recourse to the courts, the advantage of the scheme is that it is a relatively simple system.

This scheme has, and this may surprise some, been in operation in Camden and Brent and four other pilot scheme areas since 2000. After the initial two-year study the TDS has been rolled out nationally, but has remained on a voluntary basis and with limited government funding. There has been a degree of success with the scheme, but unfortunately it has not been offered the support in some quarters that it's intentions have merited, coupled with a lack of publicity and the fact that it is a voluntary scheme entered into at the landlord's discretion has undermined the potential achievements.

In individual cases there have been some successful adjudications – for example two Camden tenants contesting their landlords claim to retain £600 of a £1000 deposit were able to ensure that £470 got refunded – however the overall uptake has been "fairly low key" even by the Housing Ombudsman's admission. Although some social landlords have joined the scheme, very few individual private landlords have got involved. Of the contested cases, roughly two-thirds of disputes have been triggered as a result of the tenant having reneged on rent and effectively gone missing, forcing the landlord to process the case.

One major problem has been the fact that the scheme is not well known. Amongst several estate agents with whom I spoke, there was only a vague awareness, with some offices being totally unaware of the scheme. For "non-industry" people, as the majority of tenants are wont to be, there is an even more diminished likelihood of being able to take advantage of the

scheme. As the scheme is not compulsory, even those aware of it are likely to be in a position where it is not available to them. When finding a place to live, the TDS would fall lower down the list of priorities than a decent kitchen for example, and your average tenant would not be in a decent bargaining position if it came to insisting on membership of the scheme.

## Low take-up rate

Even awareness of the scheme has not guaranteed a high take up-rate. According to the TDS, the National Association of Estate Agents was "getting behind the scheme", but the figures and the impression I got from local Estate Agents does not bear this out. There is a feeling that the traditional way of addressing this problem is adequate. Perhaps this is due to additional administration needed, maybe the fact that the interest from the custodial option goes towards the pilot scheme costs rather than into landlords' accounts or maybe the need to take out insurance for the second option has put landlords off.

All of which seems a shame as this scheme does have the potential to resolve tricky disputes in a fair manner. The Independent Housing Ombudsman does have sufficient distance from either "side" to be acting in a neutral way. It is clear is that either the scheme needs to be supported with a more pro-active, publicity conscious approach (with funding to boot), or, rather than rolling the scheme out to a national level with the same feeble backing, put mechanisms in place to ensure that the scheme becomes mandatory and forms part of the general tenancy agreement process.

For those who wish to know more about the Tenancy Deposit Scheme, including details on landlords who have signed up to the scheme, the Independent Housing Ombudsman can be contacted on 020 7379 1754 or by using the website address [www.ihos.org.uk/tds](http://www.ihos.org.uk/tds).

*Report by Jim Beam*

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The landlord admitted that the bath was old, worn and ready to be replaced. He accepted that John was not liable for the cost of a new bath. He also admitted that the flat was re-let one week after John left, so his losses were limited. He accepted John's offer to pay one week's rent in settlement.

Although John was satisfied with the outcome, it would have been a better result for him had he gathered evidence whilst living in the flat to substantiate his arguments.

Usually, we are optimistic about our client's chances. The starting point for the court will be that the deposit money belongs to the tenant. Some landlords believe that any breach of contract entitles them to keep the deposit, but this is not the case. The deposit is only

relevant if the landlord has, as a result, suffered some loss.

Consider Ahmed and Ben's case, two twenty year-old flat-sharers studying at the University of London, who were referred to us when their deposit was withheld:

**" ... There is a clause in our contract that says "no overnight guests", but they can't be serious. We had a friend from abroad to stay for two weeks over the summer and the landlord is saying he is entitled to extra rent. It's got nothing to do with the landlord. There was no damage done and we gave the flat back in good condition".**

We would not advise anyone to intentionally breach a clause in the tenancy agreement, but we agreed with Ahmed and Ben that the landlord was not entitled to withhold their deposit – what loss had she suffered?

The landlord dug her heels in and Ahmed and Ben applied to the county court. As we predicted, she was not able to substantiate her losses and the court held that there was no basis to withhold any part of the deposit. The student's got their deposit back, plus interest and other costs they had incurred.

For more information about steps you can take to safeguard your deposit and the remedies available if it is withheld, please contact the Housing Advice Service. We can also provide information to landlords, agents or tenants about the Housing Ombudsman's Tenancy Deposit Scheme. We may also be able to help if you have moved out of the borough, but a Camden landlord is holding the deposit. **Contact Camden's Housing Advice Service North team – 020 7974 5801 South Team – 020 7625 0251/2**

## Royal Assent for Leasehold Reform Act

*The leasehold reform Act received Royal Assent on 1st May 2002, new provisions will be introduced gradually over a period of 2-12 months after enactment. We asked the Campaign for the Abolition of Residential Leasehold (CARL) for their views on the encumbant Act.*

The good news is that the Commonhold and Leasehold Act 2002 has received royal assent, and its provisions will be implemented over the next twelve months or so. The bad news is that it will be of limited benefit to the majority of leaseholders.

Commonhold ownership – or rather an inferior form of it governed by company law – is belatedly being introduced into the UK. But, since transfer from leasehold to commonhold requires 100% agreement amongst the leaseholders as well as that of the freeholder, such transfers will be rare events indeed.

In his speech on the second reading of the Bill in the House of Commons, MP Barry Gardiner mocked this aspect of the legislation. He said: "The government have held out commonhold as the panacea for the ills of leasehold tenure, but by their insistence on unanimity have made it unattainable for all existing leaseholders. It is a quite staggering achievement to neuter one's own Bill before it even gets on the statute book."

Moreover, since the leasehold system will persist side-by-side with commonhold, there is no reason why developers should prefer commonhold when building new blocks of flats. Leasehold will continue to offer landlords the rich pickings to be made out of lease extensions and from the usual rip-offs employed in running blocks of flats.

Although the existing high hurdle put in the way of

leaseholders who wish to acquire their freeholds will be lowered a notch or two, the biggest obstacle – misleadingly named 'marriage value' – will still have to be paid as a ransom to the freeholder. This is a dramatic concession by the government to its new found landlord friends in the private sector as well as to its long-standing landlord friends in the public sector.

Retention of 'marriage value' conflicts with the government's clear commitment in its 1998 consultation paper on leasehold reform to enable leaseholders to buy their freeholds at open market value. Moreover, the valuation rules of the Royal Institution of Chartered Surveyors specifically excludes 'marriage value' from its definition of open market value.

The scraps thrown from the table to leaseholders by this new law take the form of feeble right to manage proposals, combined with wider access to the leasehold valuation tribunals.

Although leaseholders will in future be able to take over the management of their blocks by a simple majority vote, in practice the landlord will retain the right to membership of the new management company, as well as being able to obstruct work being carried out on the building.

Leasehold valuation tribunals have been shown to be a highly inefficient and costly route for handling leasehold disputes. CARL would like to see a leasehold regulator and an ombudsman established to provide a more efficient and consistent approach to settling these disputes.

The recent parliamentary debates over this legislation in the House of Commons can be seen in the daily

## Fair Rents Other Court hearings update ...

In April, Knightsbridge landlords Yeoman's Row Management Ltd (YRML), represented in the Appeal Court by Spath Holme owner Paul Willan's law firm, claimed that the Rent Assessment Committee had no right to set a Fair Rent based on Market Rent minus an allowance for scarcity, alleging that there was no shortage of housing. This seems perverse given the number of homeless - and the fact that landlords campaigned for years to have fair rents linked to market rents. Unsurprisingly, the Judge dismissed the case.

YRML experienced another blow as their case against tenant Karin Meyrick's refusal to allow her landlord access to carry out improvements was dismissed in the High Court. It is an important victory for tenants as it clarifies that Rent Act tenants can resist unwanted improvements and thus avoid rent hikes as a result of the exemption from the Maximum Fair Rent Order. Judges probably suspect as do tenants that these cases have less to do with wanting to make improvements than increasing rents. The judges

ruled that the tenant had the right to 'quiet enjoyment' of her flat and that this would be breached if she had to submit to improvements.

YRML are also suing the local Rent Officer over the re-imposition of the rent cap following the Lords' decision - an interesting argument given that rent increases were applied in a similar manner during the landlords' temporary victory against the cap in 2000.

The big landlords have shown how the vast disposable incomes they enjoy from tenants' rents can fund legal campaigns intended to hamstring elected government. That they can treat such costs as a business expense for tax purposes should outrage every elector and taxpayer.

Campaign for Fairer Fair Rents (CFFFR) Chairwoman Helen Holdsworth has appealed for donations to help Karin Meyrick cover her legal costs which have cost Karin almost her entire savings. If you would like to make a donation please send to CFFFR Treasurer, Angela Bradley, Flat 1, Ilchester Mansions, Abingdon Rd., W8 6AE. Cheques payable to 'CFFFR Legal Fund'.

## Camden tenant beats eviction bid

Belsize Park tenant Nichole Charlet, acting without legal representation, successfully frustrated an attempt to evict her at the Central London County Court on 12 June.

Nicole, who is well known locally for charity work, has lived in her tiny first floor bedsit in Belsize Avenue since 1978. As the last remaining regulated tenant there Nicole has security of tenure. For some time now the landlords have been trying to move Nicole out. Last year they sought planning permission to convert all the numerous bedsits in the house into a few self-contained luxury flats. Camden Council gave consent, but only subject to Nicole being properly rehoused in suitable alternative accommodation.

Landlord Iraj Elghanian claimed that Nicole had unreasonably refused a demand that she vacate her home of 24 years despite offers of alternative accommodation. Nicole had told him that none of the flats offered were subject to the current rent cap and were larger so they would cost her much more. One was owned leasehold (and thus Nicole could lose her home if her landlord defaulted on payment to the freeholder), another was in a basement and the third was subject to Environmental Health Officer repair notices. In a letter to Nicole, her landlords seemed to admit shortcomings and withdrew the offers, asking her to agree a 28-day adjournment of the court case while they sought something more suitable.

Instead Nicole pressed for an immediate hearing and dismissal of the case on grounds that the landlords

had failed to offer suitable alternative accommodation as required by the 1977 Rent Act. She also told the Court that the summons stated that the rent had risen much less than it had, mis-stated the address of one of the alternative flats - and the papers had been wrongly addressed to her at a property on the opposite side of the road. She'd also received copies three weeks late. Nicole pointed out that due to the mix up over her address throughout the summons, technically, it sought possession of a property which her landlord did not own.

The District Judge seemed to largely agree with Nicole but rather than dismiss the case immediately as she requested, decided to adjourn for six months during which Elghanian should offer Nicole suitable alternative accommodation, failing which the case would be dismissed.

## OBITUARY

### Brian Weekes Chair of Camden's Housing Committee

In May, CFPT joined the many local organisations and individuals paying tribute to the life and work of Brian Weekes, the widely liked and admired Councillor who was Chair of the Borough's Housing Committee from 1996 to 2001. Approachable, always constructive, Brian was a great supporter of CFPT through good times and bad and was instrumental in helping to secure funding on several occasions.

His family have invited donations rather than flowers to go to chosen homelessness charity Shelter.

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Hansards ([www.publications.parliament.uk/pa/cm/cmhansard.htm](http://www.publications.parliament.uk/pa/cm/cmhansard.htm)).

It is heartening that MPs from all sides have expressed their dissatisfaction with this new legislation.

CARL will continue with its campaign to bring to an end the residential leasehold system, together with all the injustices that surround it.

CARL are looking for new Committee members to re-invigorate their campaign; they can be contacted at [charlotte.carl.org.uk](http://charlotte.carl.org.uk), and our website is [www.carl.org.uk](http://www.carl.org.uk).

*You can find more news and information on leasehold on the Leasehold Advisory Service (LEASE) website at [www.lease.advice.org](http://www.lease.advice.org)*

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objections will be listened to on these issues. Cynics agree that Law Commission recommendations have a way of being published and then filed away – they are seldom acted on immediately without further consultation.

On a more positive note, the Commission proposes that all residential tenancies must be put into a written agreement, putting an end to oft-disputed verbal agreements. And written contracts would have to comply with the wider regulations covering Unfair Terms in Contracts – a breakthrough if it brings tenants' rights slightly more in line with general consumer rights. Tenants of a landlord who failed to provide a proper written agreement might be entitled to withhold rent. The "Catch 22" in this is that proposals in the absence of a written agreement the tenancy defaults to a Type II with no security of tenure - so if the tenants withheld rent they could be evicted with ease. CFPT and other tenant groups are arguing for Type I default tenancy with high security of tenure or other means of ensuring protection against 'retaliatory eviction'.

Present written agreements are often misleading. For example; simply stating that the landlord may take possession if the rent is unpaid - while in fact, the landlord can only

gain possession after proper notice has been served and has to have a court order in able to evict. Other rights and obligations may not even be mentioned in current leases, but apply nevertheless because of statutory or case law. The new leases would contain clear statements of the terms of the tenancy covering all the rights and obligation imposed by law. They would also contain a separate section covering issues that were negotiated between the landlord and tenant.

### Loopholes

The biggest change is the attempt to lump together the majority of Council and Housing Association, Regulated and Assured tenants into one type of lease (called in the Consultation document Type 1 Agreements). And today's short-hold lets, presently rather misleadingly termed assured shorthold though they offer very little assurance, would become Type II Agreements.

The consultation paper claims that Type 1 agreements would offer the same high level of security of tenure as their predecessors. And although the Fair Rent regime would be unchanged, regulated tenants are already ringing alarm bells about new "Estate Management" provisions that might allow them to be evicted if the landlord wants to redevelop the building. They will warn Government that Regulated Tenancies must be retained - if only because experience

shows that landlords of such tenants are so motivated by the prospect of windfall profits from vacant possession that any new agreement would result in new campaigns through the courts to push any loopholes to their logical limit to tenant detriment. The damaging challenge to the Rent Act (Maximum Fair Rent) Order being a case in point.

### Complacency

Meanwhile, Type II agreements merely confirm the current complacency about the plight of short-hold tenants – described in a recent survey as making gypsies of our young people because they can be forced to move on so easily. The paper proposes reducing the minimum six months security of tenure but it does go on to suggest that the present two months notice landlords have to give shorthold tenants is extended to three months. Which raised the blackly humorous prospect of landlords offering a 3-month tenancy with Notice of eviction effective from the first day.

Rather cynically, the Commission notes that current assured short-holds merely 'offer the appearance of security', and seems to suggest then that we may as well do away with notions of security altogether. By continuing to regard all new tenancies as temporary, casual housing, the paper ignores the near impossibility of young people finding an affordable home to buy anywhere near where work is available. We face the spectre of a lost generation consigned to living in 3 month lets for the rest of their lives – unable to register with a doctor, unable to vote and always moving on.

CFPT especially urges shorthold tenants to make their concerns known – contact CFPT see below left or the Law Commission on 0207 453 1290. A summary of the consultation paper is at [www.lawcom.gov.uk](http://www.lawcom.gov.uk). If you would like a copy please contact our office. Closing date for the consultation is 12th July.

### Free lightbulbs

We still have low-energy lightbulbs to give away to qualifying private tenants – contact our office.

## Camden Federation of Private Tenants

CFPT is run for and by private tenants. We work on all aspects of tenant issues, providing information and resources, lobbying Government and campaigning on issues both locally and nationally.

We have close working links with other groups such as Shelter and have worked with former DETR on a number of issues.

If you are interested in becoming involved, please contact us. If you would like to see other topics covered, please let us know.

We welcome letters, questions, comments and suggestions. You can become a member or a subscriber. This will put you on our mailing list

and you will receive notice of any meetings, workshops, events, special reports, etc., as well as our newsletter for £5 per year.

We also need volunteers to work on the newsletter, contributing to policy work and consultations, attending occasional court cases, and representing us with other organisations and committees.

### Please contact us at:

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