



Case No: G03EC084

IN THE CLERKENWELL AND SHOREDITCH COUNTY COURT

The Gee Street Courthouse  
29-41 Gee Street  
London  
EC1V 3RE

Date: 15/09/2025

Before :

**HHJ RICHARD ROBERTS**

Between :

**THE LONDON BOROUGH OF LAMBETH**

**Claimant**

**- and -**

**MS STELLA NANA-ASARE**

**Defendant**

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**Mr Andrew Lane of Counsel (instructed by Lambeth Legal Services) for the Claimant**  
**The Defendant appearing in person**

Hearing date: 15 September 2025

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## **Approved Judgment**

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....

HHJ RICHARD ROBERTS

## **HIS HONOUR JUDGE RICHARD ROBERTS :**

### **Introduction**

1. This is the hearing of two applications, both dated 28 May 2025, by the Claimant:
  - i) For the committal of the Defendant to prison (1 to 13) for breach of paragraph 2 of an order of DJ Swan, dated 11 February 2025, which provided that (27):

“2. The Defendant must vacate 9 Clive Road, London SE21 8DA by no later than midnight on Monday 10 March 2025 and must not re-enter that property at any time or for any purpose (save with the Claimant’s prior written permission) until she is notified in writing by the Claimant that remedial works to that property have been completed and that she and her family may re-occupy it.”
  - ii) For an injunction (14 to 21) for,

“An order under CPR r.70.2A to allow the Claimant to enter 9 Clive Road, London SE21 8DA (including the use of forced entry and changing the locks (if necessary)) to carry out remedial works. Once the works are completed, the Claimant shall notify the Defendant in writing that she and her family may re occupy 9 Clive Road, London SE21 8DA.”
2. As an overview, the proceedings go back to 2020. The Claimant’s case is that they require entry to the Property to effect repair works, including asbestos removal. The Claimant has offered alternative accommodation at 100 Hamilton Road, London SE27 9SB. The Defendant signed a charge free licence agreement for 100 Hamilton Road on 20 March 2023 and her adult children and grandchildren moved into 100 Hamilton Road. However, the Defendant has not done so and remains at 9 Clive Road.
3. Mr Lane of Counsel appears on behalf of the Claimant. I am grateful to Mr Lane for his skeleton argument, dated 10 September 2025. I have also read the skeleton argument of Mr Ranjit Bhose KC, dated 5 February 2025 (35 to 48), on behalf of the Claimant for an earlier hearing.
4. The Defendant appears in person.
5. There is a hearing bundle before the Court of 672 pages. Reference to page numbers in this ex tempore judgment is to this bundle.
6. Mr Lane has provided an authorities bundle.

### **Right of silence and privilege against self-incrimination**

7. At the outset of the hearing I explained to the Defendant that she had a right of silence and did not have to give any oral evidence. I explained to the Defendant that if she gave oral evidence, she could refuse to answer a question if it would tend to incriminate her.

## **Evidence of Claimant**

8. The Claimant's applications are supported by the following evidence:
- i) Fifth witness statement, dated 12 November 2024, of Tunde Akinyooye (242 to 292);
  - ii) First affidavit, sworn on 8 April 2025, of Tunde Akinyooye, who is employed by the Defendant as Head of Neighbourhood Housing (56 to 64);
  - iii) Witness statement from Kevin Howard, Process Server, dated 25 February 2025 (65 to 67);
9. Mr Akinyooye gave oral evidence and was cross examined by the Defendant.

## **Evidence of Defendant**

10. The Defendant has served the following evidence:
- i) Response to Claimant's application to change locks and commence committal proceedings, dated 3 July 2025 (613 to 614);
  - ii) Witness statement, dated 3 July 2025, which is not in the hearing bundle.
  - iii) Witness statement, dated 24 July 2025 (615 to 618);
  - iv) Witness statement, dated 7 August 2025 (619 to 622).
11. The Defendant gave oral evidence and was cross examined by the Claimant.

## **Property**

12. The Claimant granted the Defendant a secure tenancy of 9 Clive Road, London SE21 8DA ("the Property") on 11 June 1984. The Property is a four-bedroom, three-storey mid-terrace town house.

## **Terms and conditions of tenancy**

13. The Defendant's current terms and conditions (271 to 292) provide (279 to 280),

"13. Our right to enter your Property

13.1 You must let our officers, contractors or management agents enter your Property to:

(a) inspect or survey your Property or adjoining property for any reason;

(b) carry out any repairs, gas servicing, treatment, modernization or improvements; or safety inspections.

...

(d) to ensure compliance with the conditions of this agreement and health and safety regulations

(e) to carry out emergency work.

...

13.3 If you do not let us in to your property after we have given you proper notice we may force entry and charge you for any costs, any damage or financial or other loss caused by the delay.

...

13.5 Where it is reasonably necessary for the Property to be empty for us to carry out any works you must give us access by moving into temporary accommodation. We will provide you with temporary accommodation which is reasonably suitable to your needs (note that this may not be accommodation which is equivalent to your Property if a different kind of property is reasonably suitable for your needs)."

## **Asbestos**

### **Report from Southern Asbestos Solutions**

14. The Defendant has served an asbestos survey from Southern Asbestos Solutions, dated 26 November 2022 (380 to 418).

15. Mr Akinyooye says in his fifth witness statement (250),

"(1) The author stated that due to the asbestos containing materials ("ACM") within the property being caused by water ingress (which they suspected was coming from the loft space), they recommended this be fixed 'as a matter of urgency' (internal page 4).

(2) There was suspected ACM in the textured coated ceilings and debris throughout all rooms in the property, with the recommendations being to 'Repair Damaged Areas & Environmental Clean Or Remove' throughout, save for '1st Floor, Bedroom 1 & Throughout All Rooms' where the recommendation was 'Remove'. There was also ACM to the ground floor tiles, with recommendations for repair/removal (internal page 6)."

### **Report from O C Consulting (UK) t/a Manestream**

16. The Claimant has served an asbestos report from O C Consulting (UK) t/a Manestream, dated 14 February 2023 (478 to 540). The report states in the executive summary that asbestos containing materials (ACM) were found or presumed to be present throughout the whole Property, on the ground floor, first floor, second floor and in the loft space

(481 to 483). The report stated that this needed to be removed from kitchen and the lounge (481).

### **Ayerst**

17. There is a risk assessment and method statement from Ayerst, dated 27 February 2023 (573 to 597).

### **Email from AA Woods**

18. The Claimant commissioned a pre-works inspection from AA Woods, a Hazardous Waste Management Company, which took place on 26 April 2023. In an email, dated 26 April 2023, Ben Crawley, Operations Manager, said (541):
- i) The ceilings and debris to the kitchen and bedroom would need to be removed, and any soft furnishings within these two areas would have to be disposed of as asbestos waste as they could not be cleaned. Likewise, any electrical equipment that drew in air would also be disposed of as asbestos waste. A photographic record of all disposed of items would be provided at the end of the project.
  - ii) The Defendant was concerned with the disposal of paper items within the two areas. However these items could not be cleaned and would also need to be disposed of as hazardous waste. They would not be individually photographed but would only be photographed as a group. They would be double bagged and sealed in waste sacks. A record of the disposal would be provided on completion of the project.
  - iii) Any items that had hard surfaces would be cleaned, saved and put to one side.
  - iv) The Defendant would need to vacate the property for the duration of the asbestos works, which would take five days to complete.

### **Disrepair**

#### **Reports of Mr Andrew King of Ashton & Sons**

19. The Claimant commissioned an expert surveyor's report from Mr Andrew King Bsc (Hons) MRICS of Ashton & Sons. In his expert report, dated 6 December 2022, Mr King says (301),

“7.01 In summarising, disrepair is relevant to the subject property with the main issue relating to the water and damp penetration believed most likely to be taking place from the 2nd floor bathroom/WC and which has caused water penetration in other areas of the property such as the first floor landing but more noticeably within the lounge where the water penetration has resulted in the partial collapse of the plasterboard ceiling and associated damage to the ceiling and walls. High damp metre readings up to a moisture level of 70% were also noted within areas of the lounge indicating that dampness is still present. Further investigation will be required to positively confirm then eradicate the cause of the water penetration followed by all

required remedial works such as the reinstatement of the partially collapsed lounge ceiling and making good of decorations. With regard to the mould growth which has also established in areas of the property I am of the opinion that this is due to a combination of factors as discussed earlier within this report in Sections 6.11 to 6.18. As stated within the report, areas of damaged textured style ceilings were also noted to be present and I would refer you to the contents of a previous asbestos inspection report which has been carried out on the property and which is in your possession. All recommendations contained within this report should also be considered. Some other items of disrepair noted at the time of my inspection are also as detailed within the main body of this report and attached schedule.”

20. Mr King carried out a reinspection on 10 February 2023. In his report he says (438 to 440),

“6.00 FINDINGS

6.01... 3. Kitchen ... Evidence of water penetration and water damage was also noted to the underside of the above floor lounge flooring where visible from the collapsed plasterboard ceiling to the kitchen below and I am of the opinion that the water damage has occurred due to leakage which is taking place from the bathroom/w.c. on the second floor and which has caused damage within the lounge area and further caused water penetration through the lounge floor into the kitchen below and caused the kitchen ceiling to collapse.

...

6.02 As stated above, since my previous inspection the water leakage has continued and further damage has been caused by the partial collapse of the kitchen ceiling and damage to lounge flooring above. No remedial works have yet being carried out to other items of disrepair also noted at the subject property and the continued water leakage will only cause further damage and make the remedial works more urgent.

...

7.05 The tenant will need to be vacated for the works to be put in hand and I would suggest that the landlord is given a 28 day period to organise and commence the work with all work then completed within a further 21 days.”

**Gas Safety**

21. There has been no annual gas safety check since April 2023. The Defendant has refused to grant access and the contractor, T Brown, will not undertake the gas safety check until the issue with Asbestos Containing Material is dealt with.

## **Proceedings**

22. Proceedings were commenced on 4 January 2020.
23. The Claimant sought a mandatory injunction requiring the Defendant to give access to the Property for the purpose of carrying out a number of repairs. The work involves the prior conducting of a 2-day asbestos inspection followed by systematic programme (depending on its results) of the cleaning, making safe, in capsulation, or disposal of asbestos containing material and the removal and storage of the defendants other possessions. Only once these critically important steps are taken may the remedial works themselves commence.
24. On 15 January 2021 there was a hearing by telephone before DJ Beecham. The order was drawn on 4 February 2021. The order records that the Defendant intended to give access to the Property in accordance with clause 13 of the terms and conditions of her tenancy agreement.
25. By an order made on 14 December 2021 and drawn on 10 January 2022, the Court made an interim mandatory injunction requiring the Defendant to provide access to the Property for the carrying out of works identified in appendix A to the order.
26. On 13 May 2022 the Claimant issued an application notice seeking an extension of the injunction granted on 14 December 2021 for a further six months.
27. On 14 October 2022 DJ Beecham adjourned the application for an extension of the injunction until 23 January 2023, with other procedural directions.

## **Move to 100 Hamilton Road**

28. The Defendant agreed to move temporarily while the repair works were carried out. The Defendant signed a charge-free licence agreement dated 20 March 2023 (647 to 652) for 100 Hamilton Road, London SE27 9SB for her to reside there with her family whilst remedial works were carried out at the Property.
29. In March 2023 the Defendant's adult children and grandchildren moved into 100 Hamilton Road.
30. In the fifth witness statement of Tunde Akinyooye, dated 8 April 2025, it is said (253),

“50. The Defendant was also advised that Roberts and Dennys would provide two operatives to assist with packing on 21 March 2023 ready for the move the next day. However, when those operatives attended, the Defendant turned them away. That same day an appointment for a social worker, Rhian Mullins, was made to visit the Property on 22nd March at 9am to assess hoarding assistance was (sic) agreed with Kwajo Tweneboa, who had been acting as an ‘intermediary’ for the Defendant.

51. On 22 March 2023 operatives from the removal company visited the Property to find out if the Defendant was ready for the move, but the Defendant turned them away. Rhian Mullins visited and offered to help to pack, but this was declined. An

offer was also made to the Defendant via her representative to move all her belongings she would not need immediately at Hamilton Road to secure storage where she could have access to sort out what she wants to keep or dispose at her leisure but this was not taken up.”

31. The Claimant agreed to pay the costs of the Defendant’s appointed specialist holding company on 27 March 2023 at a cost of £3,200. When the specialist holding company attended on 4 April 2023, the Defendant asserted that they were equipped for the task. The Defendant then cancelled the move to 100 Hamilton Rd, which had been booked for 6 or 7 April 2023. The Claimant had to pay the holding company £1,150 for their attendance on 4 April 2023.
32. On 17 April 2023, DJ Beecham granted a mandatory injunction upon consideration of the Claimant’s application notice dated 13 May 2022. Paragraph 2 required the Defendant, after service of the order, to leave the Property by no later than midnight on the 14th day after service, and thereafter not to re occupy the Property for the duration of the works identified in appendix A to the order. The Defendant should have moved out of the Property by midnight on 9 May 2023.
33. The Defendant sent an email on 28 April 2023 saying (544),
- “I have not read your order but I do understand if I do not move out by your deadline I can be jailed.”
34. There was a hearing before DJ Swan on 11 February 2025. There is a transcript of the hearing before DJ Swan (204 to 235) and a transcript of DJ Swan’s ex tempore judgment (236 to 241). In the transcript of the hearing, there is the following exchange between DJ Swan and the Defendant (232 to 234):

“DEFENDANT: But what I am saying is, I'm not going anywhere. ... I am back home at 9 Clive Road. ... They can do the works around my family and I. This is why I am saying I need media coverage. There is going to be nothing done until the media are there. I am making that quite clear. If you hold me in contempt, Judge, that is fine, I have already put it in an email. Without the media there, nothing is going to go on. ...

JUDGE SWAN: The date by which you have to leave the property ...

DEFENDANT: I am not leaving. I am not leaving.

JUDGE SWAN: ... Is Monday 10 March 2025

DEFENDANT: I have not even put it in my diary. I am telling you, I am not leaving.

JUDGE SWAN: Well, I just ...

DEFENDANT: they have it in an e-mail. They can put me in a straitjacket, but mind my back. You can put me in a straitjacket.



JUDGE SWAN: Miss Nana-Asare

DEFENDANT: You can have me arrested.

JUDGE SWAN: Miss Nana-Asare ...

DEFENDANT: I am not moving. Judge, I am not moving.

JUDGE SWAN: Just if you ...

DEFENDANT: a year ago.

JUDGE SWAN: Just do me the courtesy ...

DEFENDANT: they did not give me the keys.

JUDGE SWAN: ... Of listening ...

DEFENDANT: I am not moving.

JUDGE SWAN:... To me.

DEFENDANT: They can remove the asbestos with me.

JUDGE SWAN:. I have ...

DEFENDANT: they have it in an e-mail a year ago. They did nothing until now. They did nothing until now. They have left me there. The day I was meant to get the keys. I wrote to them. I emailed them. They have done nothing until now and now they want a new injunction. Go ahead. I am not moving.

JUDGE SWAN: They have gotten an injunction.

DEFENDANT: They have got an injunction.

JUDGE SWAN: The order says....

DEFENDANT: and I am not moving.

JUDGE SWAN: Be quiet, please, for a moment. I want you to listen to me, because this court has no desire for you to be sent to prison, ...

DEFENDANT: I am prepared.

JUDGE SWAN:... fined or any other ...

DEFENDANT: I am prepared.

JUDGE SWAN: ... Punishment.

DEFENDANT: Judge, I am prepared. Judge, I am prepared.

JUDGE SWAN: But you should be under no illusion that ...

DEFENDANT: that it will happen.

JUDGE SWAN:... If you do not comply with...

DEFENDANT: I am going to prison.

JUDGE SWAN:... The court order...

DEFENDANT: I am quite clear on that, Judge.

JUDGE SWAN:... That committal proceedings are going to be taken against you.

DEFENDANT: That is fine.

JUDGE SWAN: And they have the potential to result in you being sent ...

DEFENDANT: That is fine.

JUDGE SWAN:... To prison.

DEFENDANT: That is fine.

JUDGE SWAN: Nobody wants that to happen.

DEFENDANT: That is fine, Judge. Judge, that is fine.

...

JUDGE SWAN: But the Court order is there to be obeyed, and it must be.

DEFENDANT: I am not moving.”

35. There is a copy of DJ Swan’s injunction order, dated 11 February 2025 (26 to 28). The order begins with the following text in bold print, capitals and underlined:

**“WARNING: IF YOU, MRS STELLA NANA-ASARE, DO NOT COMPLY WITH THE TERMS OF PARAGRAPH 1 OR PARAGRAPH 2 OF THIS ORDER, YOU MAY BE HELD IN CONTEMPT OF COURT AND IMPRISONED OR FINED OR YOUR ASSETS MAY BE SEIZED”**

36. In the order it is said,

“2. The Defendant must vacate 9 Clive Road, London SE21 8DA by no later than midnight on Monday 10 March 2025 and must not re-enter that property at any time or for any purpose (save with the Claimant’s prior written permission) until she is notified in writing by the Claimant that remedial works to that property

have been completed and that she and her family may re-occupy it.”

37. The order provided at paragraph 3 for alternative service by posting a sealed copy of the order through the letterbox of the Property and emailing the order to a specified email address.

38. There is a witness statement from Kevin Howard, Process Server, dated 25 February 2025 (65) confirming service of the sealed order dated 11 February 2025 by posting the same through the letterbox of the Property.

39. By a letter dated 5 March 2025 from the Claimant to the Defendant, they wrote (73),

“Please find enclosed the final survey report from Ayerst which includes the asbestos removal schedule and air testing results.

Following the court order kindly confirm what time the council can collect the keys for 9 Clive Road on the 10 March 2025.”

40. The Defendant replied by an email dated 6 March 2025 (201) saying only,

“I will not be moving to Hamilton Road.”

41. In the first affidavit of Mr Akinyooye, dated 8 April 2025, he says (58),

“9. On 11 March 2025 two of my officers, Joe Compton and Alex Debra, attended 9 Clive Road London SE21 8DA. The Defendant refused to give them the keys to the property and informed them she had no intention to vacate the property. ”

42. The Defendant made an application for disclosure of the Claimant’s housing records. This application was heard by District Judge Shakespeare on 13 August 2025, who ordered (55a):

“1. Defendant’s application of 5 March 2025 is restored.

2. The Defendant’s applications of 5 March 2025 and 14 April 2025 are dismissed.”

### **Defence of Defendant**

43. The Defendant says in her Response to Claimant’s application to change locks and commence committal proceedings, dated 3 July 2025 (613),

“2. My continued occupation of 9 Clive Road has been necessitated by ongoing and unresolved issues relating to the condition and suitability of the alternative property offered at 100 Hamilton Road, and by my vulnerable health condition which is documented in medical reports now before the court.

...

5. My medical conditions, including hoarding diagnosis and chronic physical impairments, are exacerbated by Lambeth's continued mishandling of my accommodation. These matters are relevant to any consideration of contempt and must be weighed against Article 8 of the European Convention on Human Rights, which guarantees respect for private and family life and the home. ...

6. The Claimant's continuing refusal to disclose the unredacted housing file, and the abrupt withdrawal of key support workers such as Miss Jessica Licorish of Shelter, have hindered my ability to make informed choices and respond fully to housing options."

44. The Defendant says that 100 Hamilton Road is affected by black mould, lacks heating and hot water and that there has been flooding and electrical failure.

45. I have noted a report from Guy's and St Thomas' NHS Foundation Trust, dated 11 August 2022, which details the Defendant's ill health.

46. The Defendant says her medical conditions include a hoarding diagnosis and chronic physical impairments.

47. In her witness statement dated 24 July 2025, the Defendant says at paragraph 7 that she denied access to the Property solely because the questions she had raised in email to the Claimant's Ms Zena Sugden regarding the purpose, scope and necessity of the proposed works, the identity and authority of contractors and safeguarding for her family, remained unanswered.

48. In her witness statement dated 24 July 2025, the Defendant says (616 to 617),

"11. I wish to emphasise that my intention has never been to defy the authority of the court. ...

15. I have not knowingly disobeyed any court order.

...

17. ... I have not been served with a clear or detailed notice setting out the specific conduct that is said to constitute contempt. There has been no clear explanation from the applicant as to how my actions are said to breach the relevant order."

49. In her witness statement dated 7 August 2025, the Defendant says at paragraph 3 (619) that she did not understand that the order imposed a penal obligation, and says at paragraph 8 (620) that she was not warned in plain terms that she risked imprisonment for non-compliance. She says at paragraph 23 (621),

"In conclusion, I did not knowingly breach any order. I did not understand the legal risk I faced. I did not act out of defiance or contempt. I ask the court consider my medical evidence, family

responsibilities, and continued efforts to cooperate, and to decline the Claimant's application for committal."

### **Findings as to contempt of court**

50. I bear in mind that the Claimant must prove that the Defendant has committed a contempt of court by breaching paragraph 2 of the order of DJ Swan, dated 11 February 2025, to the criminal standard of proof, namely beyond all reasonable doubt. The Claimant must prove that the Defendant has deliberately breached paragraph 2 of the order of DJ Swan, dated 11 February 2025, by failing to vacate the Property by midnight on 10 March 2025.
51. It is a fact that the Defendant did not vacate the Property by midnight on 10 March 2025 and as at today's date has still not vacated the Property.
52. The Defendant has raised a number of defences, which I consider below.
53. The Defendant says that she did not understand that the order imposed a penal obligation and says she was not warned in plain terms that she risked imprisonment for non-compliance. I reject that Defence for the following reasons:
  - i) In the transcript of the hearing before DJ Swan on 11 February 2025, it can be seen that the Defendant was told in terms by DJ Swan that if she did not vacate the Property, committal proceedings would be taken against her and those proceedings had the potential to result in her being sent to prison. The Defendant was told this on multiple occasions. The Defendant said to DJ Swan that she was prepared to go to prison. Further, she repeatedly said that she was not moving from the Property.
  - ii) The order contains a warning in capitals in bold print and underlined that if she did not comply with paragraph 2 of the order, "You may be held in contempt of court and imprisoned ..."
  - iii) The Defendant sent an email on 28 April 2023 saying (544),

"I have not read your order but I do understand if I do not move out by your deadline I can be jailed."
54. I find that the Defendant's medical conditions can only at their highest amount to mitigating factors and cannot amount to a defence. As mitigating factors, I find that there is no medical evidence that the Defendant's hoarding diagnosis and chronic physical impairments would be exacerbated by moving to 100 Hamilton Road.
55. The Defendant alleges that 100 Hamilton Road has black mould, lacks heating and hot water and there has been flooding and electrical failure. I accept the Claimant's evidence that the Defendant is refusing access to 100 Hamilton Road for repair works to be undertaken. I also note that the Defendant's children and grandchildren have been living at 100 Hamilton Road since March 2023.
56. I find that the Defendant's medical conditions provide no defence to her failure to vacate the Property.

57. The Defendant relies upon Article 8 of the ECHR, which provides:

“Right to respect for private and family life

1 Everyone has the right to respect for his private and family life, his home and his correspondence.

2 There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.”

58. I find that the Claimant has a right to require the Defendant to vacate the Property in accordance with the law by reason of term 13, and in particular 13.5 of the terms and conditions of her tenancy. Further, I find that the Claimant has a right to require the Defendant to vacate the Property for the reasons stated in paragraph 2 of Article 8, namely the protection of health of the Defendant and her neighbours.

59. I also find the Claimant has a right to require the Defendant to vacate the Property for the “economic wellbeing of the country”, as provided for by paragraph 2 of Article 8. As Mr Bhose KC says in his skeleton argument, dated 5 February 2025 (37),

“7. Accordingly, for a period of almost two years, a family-sized property has been occupied by the Defendant’s household without charge, but the Claimant remains unable to begin to progress any remedial works. The Claimant has more than 40,000 people on its housing / transfer register, but has just 550 to 650 properties becoming available each year to allocate as new secure tenancies. The Defendant’s intransigence in moving to enable the works to be done - despite taking the benefit of 100 Hamilton Road - is depriving another family of a 3 bedroom home. This is, it is submitted, wholly unacceptable. It is but one example of her continued and repeated intransigence and unreasonableness since 2021, which has caused the Claimant many thousands of pounds, which money could be far better spent for the benefit of its tenants. The Defendant’s behaviour has real-world negative effect on other tenants.”

60. Finally, regarding the Defendant’s allegation that the Claimant has refused to disclose the unredacted housing file, this submission was argued by the Defendant before DJ Shakespeare on 13 August 2025 and dismissed (see paragraph 42 above).

### **Conclusion as to breach**

61. I find that the Claimant has proved beyond all reasonable doubt that the Defendant has deliberately breached paragraph 2 of the order of DJ Swan, dated 11 February 2025, by failing to vacate the Property by midnight on 10 March 2025 or at all.

## **Sentence**

62. As District Judge Swan's order is an injunction made by a civil court, the objectives in sentencing for breach are the ones applicable to civil contempt, namely, and in this order:
- i) Firstly, ensuring future compliance with the order,
  - ii) Secondly, punishment; and
  - iii) Thirdly, rehabilitation.
63. In *Lovett v Wigan Borough Council* [2022] EWCA Civ 1631, Birss LJ, giving the judgment of the court, gave guidance as to sentencing for contempt of court. Birss LJ referred at paragraph 54 of his judgment to the guidance of the Civil Justice Council based upon the Sentencing Council's scheme for breaches of criminal behaviour orders. It can be seen from there that the Court, in looking at a grid, look at the breach in terms of culpability and in terms of harm.
64. In terms of culpability, I find that this case falls within Level B, namely "Deliberate breach falling between A and C". In terms of harm, I find that this case falls within the lowest bracket, Category 3, "Breach causes little or no harm or distress". Therefore, the case falls within the grid as follows: starting point: adjourned consideration; category range: adjourned consideration to one month.
65. In this case, I consider that the custody threshold has been passed because this is a flagrant breach of an order of the Court to vacate the Property and the breach goes back to January 2020. I find that when the Defendant was aware that DJ Swan was making an order that she vacate the Property, she was repeatedly defiant. Despite the District Judge informing the Defendant that if she did not vacate the Property, a contempt of Court application would be made against her, which had the potential to result in her imprisonment, she repeatedly said that she was not moving and was prepared to go to prison.
66. I consider that the least number of days' imprisonment that the court can impose before considering mitigating and aggravating factors is 28 days. I consider 28 days to be proportionate, bearing in mind that this is a deliberate and flagrant breach.
67. Regarding aggravating factors, I bear in mind that the Defendant has fought this case, even though there was no defence to her breach. The Defendant's plea that she did not understand the order and was not warned in plain terms that she risked imprisonment for non-compliance is plainly shown to be untruthful by her exchanges with DJ Swan at the hearing on 11 February 2025.
68. Regarding the Defendant's hoarding diagnosis, I find that the Claimant has done its best to assist the Defendant by providing two operatives to assist her with packing. When those operatives attended, the Defendant turned them away. The same day, an appointment was made for the Defendant's social worker, Rhian Mullins, to attend the Property the following day, 22 March 2023, to assess hoarding assistance. This appointment which was agreed with the Defendant's intermediary, Kwajo Tweneboa.

When the operatives attended on 22 March 2023, the Defendant again turned them away. She would not allow Rhian Mullins to help her pack.

69. I do not increase the sentence of 28 days in the light of the aggravating factors because looked at overall and in the round, I consider 28 days to be the proportionate and just sentence.
70. I have considered whether there are any mitigating factors and concluded that there are none.
71. The Defendant told the Court that if she vacated the Property, she had nowhere to live. I find that is not the case because she signed a charge-free licence agreement for 100 Hamilton Road on 20 March 2023 and can go and live there. The Defendant asserted that there was mould at 100 Hamilton Road. I accept the Claimant's evidence that the Defendant has refused the Claimant access to 100 Hamilton Road to carry out any remedial works to deal with the alleged mould.
72. I find that there is no good reason why the Defendant has not vacated the Property and moved to 100 Hamilton Road.
73. I have considered whether this sentence should be suspended, and I have concluded that it should be suspended to give the Defendant one last chance to comply with the injunction order of DJ Swan, dated 11 February 2025, and vacate the Property.
74. My order will provide that the Claimant can make a forced entry and change the locks if necessary to carry out the remedial works. Once the works are completed, the Claimant shall notify the Defendant in writing that she and her family may re occupy 9 Clive Road, London SE21 8DA.
75. The Defendant has a right to appeal this order to the Court of Appeal. The defendant does not need to seek permission to appeal, and the time limit for appealing this order is 21 days from today.
76. Regarding service of my order, I order that the Claimant shall personally service sealed copy of this order upon the defendant. If, after 2 attempts at personal service, the claimant has been unable to effect personal service, the claimant has permission to effect service by posting a sealed copy of this order through the letterbox of 9 Clive Rd, London SE21 8DA and emailing the order to Brooke drive@hotmail.com service will then be deemed to be the next working day after delivery through the letterbox and by e-mail is completed.
77. I direct that this judgment be provided to:
  - i) The Judicial Office, at [Judicialwebupdates@judiciary.gsi.gov.uk](mailto:Judicialwebupdates@judiciary.gsi.gov.uk), for publication on the website of the Judiciary of England and Wales
  - ii) The national media, via the CopyDirect service, (e-mail to [alerts.service@pressassociation.com](mailto:alerts.service@pressassociation.com)).