

ROYAL COURT

9th March, 1989

Before: F.C. Hamon, Esq., Commissioner, and  
Jurats Baker and Orchard

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Her Majesty's Attorney General

- v -

St. Roche Limited  
and  
Paul Anthony Davey

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St. Roche Limited was charged with acting in  
contravention of paragraph (1) of Article 7 of the  
Housing (Jersey) Law, 1949; and Davey was charged with  
acting in contravention of paragraph (1) of Article 7  
of the Housing (Jersey) Law, 1949, and paragraph 1(b)  
of Article 14 of the said Law.

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Advocate S.C. Nicolle for the Crown  
Advocate A.P. Roscouet for St. Roche Limited  
Advocate S. Slater for Davey.

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**JUDGMENT**

COMMISSIONER HAMON: After some anxious consideration we are satisfied that

all charges are proved. The first offence against Mr. Davey and the offence against the company are 'absolute' offences. Paragraph (5) of the Housing (General Provisions) (Jersey) Regulations, 1970, as amended is probably not fully understood. We would repeat what it says: "The provisions of Part III (that is an Exempted Transaction) shall not apply to the lease not being a registered contract of lease of a dwelling, or part of a dwelling, or a flat where the lessee is 16 years of age or over; and (i) was born in the Island and has been ordinarily resident in the Island for a period of at least 10 years; or (ii) has been resident in the Island continuously for a period of at least 10 years immediately preceding the date of the grant of the lease, such period of residence beginning on or before the first day of January, 1980; and where the dwelling, part of a dwelling or flat is to be occupied by him and his immediate family as his sole or principal place of residence". We feel that the burden that is placed on occupants of short term lettings should be made more clear than it is on the present Housing Exemption Form.

On the question of the form entered into on the 8th March, 1988, we are satisfied that Mr. Davey must or should have known that there was a clear period when Mr. Niemczyk was not occupying the property and had in almost all respects returned to living at Raleigh Avenue.

We are satisfied that the company, as we have said, is also liable. Landlords, we feel, must have a particular responsibility and we have to say this, we feel that Mr. Tupper appears to regard his duties under the Housing Law with something of a cavalier attitude and with a disregard for detail. If the burdens on occupants of property are difficult, the burdens on those who administer property and have to comply with the Housing Laws, are even more difficult.

Despite what Advocate Roscouet has said, we are not minded to interfere with the conclusions of the Crown Advocate in regard to the company charge, so that one will stand at £1,250 and a maximum of taxed costs of £375. If the company is paying by cheque of course we give two weeks in which to pay.

Mr. Davey, although he has clearly broken the law in a blatant way, we do feel some sympathy for, because by so doing the penalties that he has incurred go far beyond any financial penalty because he has now lost his Housing Qualifications and therefore on that basis and although he is a fit and able person, well able to earn more than he is earning at the moment as a casual labourer, we are going to reduce those fines fairly substantially because we regard this case as being exceptional. We will fine him £400 on the first count, and £350 on the second count and in lieu of payment of that two months' imprisonment on each of those concurrent. We order that payment shall be made at the rate of £15 per week and we limit his taxed costs to £250.

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