

ROYAL COURT
(Samedi Division)

16th May, 1997

89.

Before: F.C. Hamon, Esq., Deputy Bailiff, and
Jurats de Veulle and Le Brocq

The Attorney General

- v -

Troys Estate Agency Limited

4 counts of contravening Article 14(1)(a) of the Housing (Jersey) Law, 1949, by failing to comply with conditions attaching to a Housing Committee consent to the sale of "Oakleigh", Mont Millais, St. Helier, by allowing parts of the property to be occupied by persons not approved by the Committee as being persons of a category specified in Regulation 1(1)(a), (b), (c), (d), (e), (f), (g) or (h) of the Housing (General Provisions) (Jersey) Regulations, 1970 (counts 1, 2, 3, 4).

Plea: Facts admitted.

Details of Offences:

Allowed a property which they managed to be occupied by persons without housing qualifications and thus being in breach of the A-H condition attached to the consent for purchase of the property.

Details of Mitigation:

A situation which evolved innocently and no intention on the part of the company to cause the law to be broken.

Previous Convictions: None.

Conclusions:

Count 1 : £700 fine.
Count 2 : £1,400 fine.
Count 3 : £700 fine.
Count 4 : £700 fine.
Plus £350 costs.

Sentence and Observations of the Court:

Count 1 : £250 fine.
Count 2 : £550 fine.
Count 3 : £250 fine.
Count 4 : £250 fine.
Plus £350 costs.

J.G.P. Wheeler, Esq., Crown Advocate.

Advocate B.E. Troy for the Defendant Company.

JUDGMENT

5 THE DEPUTY BAILIFF: The Housing Consent as issued on 15th April, 1988, was very clear. There was a purchaser and a condition which is standard that the property should either be occupied by the purchaser or let unfurnished to or otherwise occupied by someone falling within categories A-H of the Housing Regulations. The short lease conditions were equally clear: an A-H applicant was to occupy most of the property and, of course, if he took in lodgers, he had to provide services for them.

10 All was more or less in order - and we are very grateful to Mr. Troy with his chart for his breakdown of what happened - until the authorised main tenant, a Mr. McCreadie, had an injury and a lodger of his, a Mr. McGuigan, came in to pay the rents to the agents. But when Mr. McCreadie eventually left the property there is sadly a tale of incompetence. An employee of the company
15 obtained a consent for Miss Apperley but Miss Apperley did not stay at the premises. Then a Mr. Baker applied for consent, but his application form was filed by the agents and never arrived at the Housing Department. Mr. Robertson obtained consent but by
20 this time the situation in the house had changed considerably and we presume that anybody who had visited the property with the original consent in mind we would no doubt have been surprised to see how Mr. McGuigan's domain had spread.

25 Listening to Mr. Troy - and we are very grateful for what he has said to us this morning - perhaps the offence is more in the breach than the observance. The agents we note have no record of any offences committed previously. They have been in practice for many years and perhaps have experienced difficulties of late.

30 We are satisfied, Mr. Troy, that there was no deliberate attempt to breach the law for profit and in the circumstances although we are going to reduce the penalties we feel that a fine must still be imposed. Therefore on count 1, you are fined £250;
35 on count 2, you are fined £550; on count 3, you are fined £250; on count 4, you are fined £250, making a total of £1,300, together with costs of £350.

Authorities

- A.G. -v- Gala Holdings (C.I.) Ltd (2nd November, 1990) Jersey Unreported.
- A.G. -v- European Employment Agency Ltd & Gas Consult Ltd (20th November, 1992) Jersey Unreported.
- A.G. -v- Boustouler (5th March, 1993) Jersey Unreported.
- A.G. -v- Coombe Dingle Ltd (15th March, 1993) Jersey Unreported.
- A.G. -v- C.I. Newsagents Ltd (27th May, 1993) Jersey Unreported.
- A.G. -v- de la Mare (26th September, 1996) Jersey Unreported.