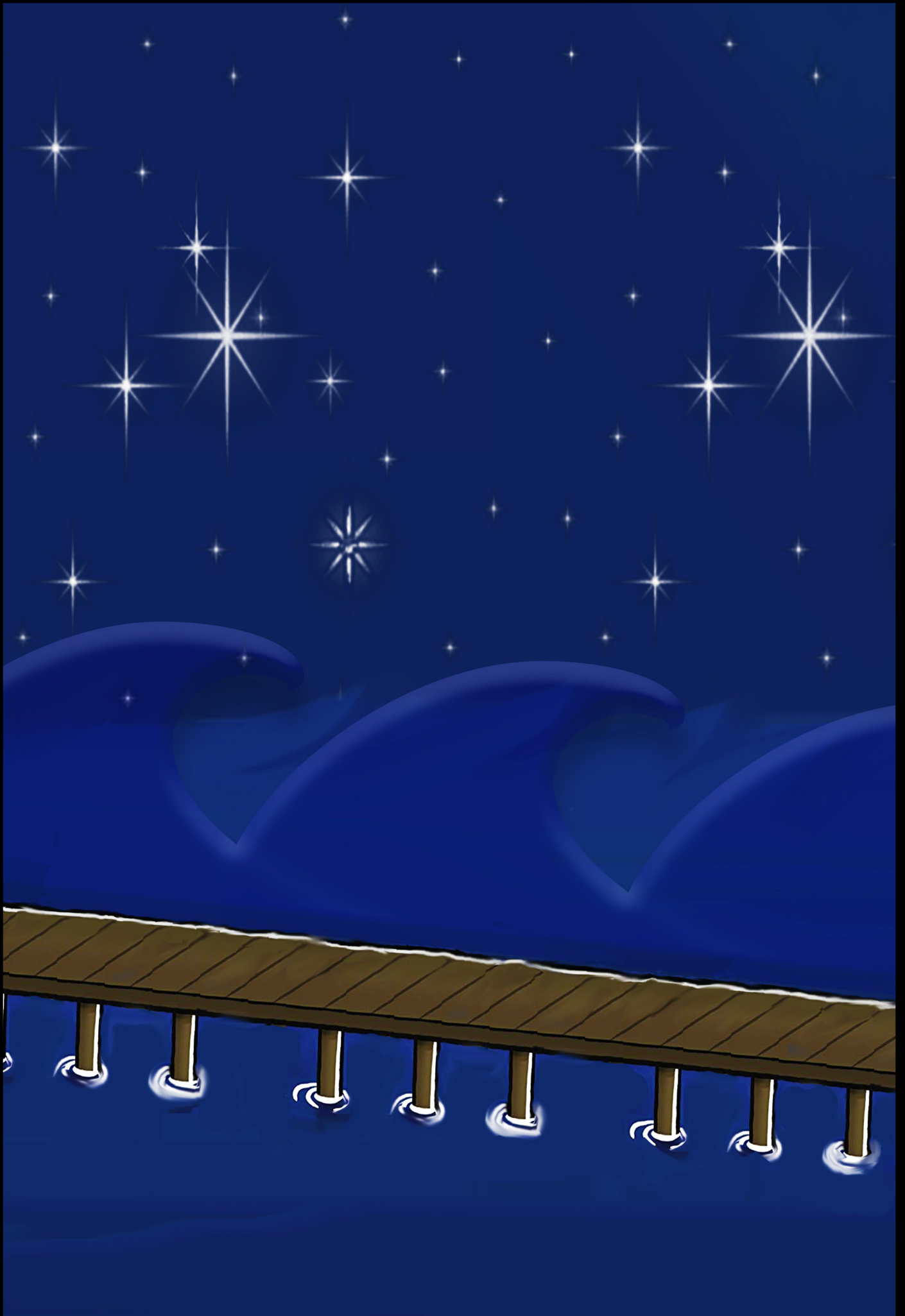


ISSUE: V3 OF V3

# LEMMY 4 THE ENFIELD COUNCIL INDEXED







**Simon Cordell's  
INJUNCTION 1  
INDEX**

Number	Information	Date	Page	Report Id
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

# Simon Cordell's INJUNCTION 1 INDEX



# Simon Cordell's INJUNCTION I INDEX

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# Simon Cordell's INJUNCTION 1 INDEX



# Simon Cordell's INJUNCTION I INDEX

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# Simon Cordell's INJUNCTION I INDEX

[illegible]



was happening, the Defendant went back into his flat. We then called the police, they attended and we explained what happened. The police then went and knocked on the Defendant's door but he refused to let them in.

24. On 28<sup>th</sup> June 2017 at 11:45am, the Defendant confronted my wife outside the main entrance door as she was going to pick up our daughter from school and demanded to talk to her. My wife told him that she cannot stop to speak with him as she was on her way to collect her daughter from school but the Defendant ran after my wife, stood in front of her and started to shout at her. The Defendant told my wife that he knows all our personal details including our full names, date of birth and bank details. The Defendant demanded that we should pay him some money and that my wife should tell me to come and talk to him. The Defendant also accused my wife of making noises inside our flat.

25. On 30<sup>th</sup> June 2017 at 11:45am, the Defendant confronted my wife as she was leaving the block to go and pick up our daughter from school and accused her of slamming the door. My wife denied slamming the door and the Defendant called her a liar and proceeded to swear and shout abuse at her.

26. On 2<sup>nd</sup> July 2017 at 5:18pm, my family and I was going out to visit some friends and as we were about to exit the block, the Defendant popped his head out of his front door and asked me when I was going to hand over the money to him. I told him that I was not going to give him any money and that he should go and work so that he could earn some money. As we left the block, the Defendant came running after us and was shouting abuse and swearing at me and said to me that I should pay him some money if I want him to leave me and my family alone. The Defendant also said to me that he has all our personal details including phone numbers, date of birth

and bank details and that I must pay him to have them back. I told him that I will not pay him and to do whatever he likes with the details.

27. The constant verbal abuse, swearing, intimidation and aggressive behaviour from the Defendant towards my family and I have made it difficult for us to live in our own home. The fear of not knowing when we will be confronted with vile and aggressive behaviour as my wife and I go out or return to our home has caused us severe stress and anxiety. My wife is afraid of leaving our flat on her own due to fear that the Defendant will confront and shout abuse at her. We are having to tip-toe inside our flat for fear of being accused of making noise even though we live two floors above the Defendant. The Defendant has caused us immense hardship by vandalising my property and although I cannot prove it, I am certain that the Defendant was responsible for slashing my car tyres, damaging my meter cupboard and removing my electricity fuse several times and restricting water flow to my flat. Also, I no longer park my car outside my block in Bumcroft Avenue because of the car being vandalized. I now park a few streets away, about ten or fifteen minutes from my home instead of outside my block which is about a minute from my flat. I do not see why we should have to live this way.

Statement of Truth

I believe the facts in this Witness Statement are true.

Signed.....M. Mathiyalagan.....

Name: Mr Markandu Mathiyalagan

Dated this 02 day of August 2017



1. Made on behalf of the Claimant
2. Witness Statement of George Quinton
3. Statement No. 1
- 4.
5. Dated 28 July 2017

IN THE EDMONTON COUNTY COURT

CLAIM NO:

BETWEEN:

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ENFIELD

Claimant

-and-

MR SIMON CORDELL

Defendant

---

WITNESS STATEMENT OF MR GEORGE QUINTON

---

I, Mr George Quinton, of 113 Burncroft Avenue, Enfield, EN3 7JQ make this statement believing it to be true and understand that it may be placed before court.

Insofar as the content of this witness statement is within my own personal knowledge it is true and insofar as it is not within my personal knowledge it is true to the best of my knowledge.

**I WILL SAY AS FOLLOWS**

1. I am the tenant of Flat 113 Burncroft Avenue, Enfield, EN3 7JQ. My flat is located the next floor above the Defendant's. I have lived at this property since the 2<sup>nd</sup> May 2016.

216

2. I make this Witness Statement in support of the Claimant's application for an injunction to stop the Defendant from causing intimidation, harassment to me and other residents.

## **BACKGROUND**

3. The problems that I have encountered with this tenant have been a regular occurrence since the commencement of my tenancy. The Defendant would come to my flat three or four times a week, on occasion this would occur more frequently whereby he would extend this harassment to not only myself but to my visitors also often following them as they would leave the building. He would often play loud music after which he would become very argumentative and bang on my door accusing me and my visitors of maliciously making loud noises to annoy him.
4. The Defendant would often make threats to me and on one particular occasion the Defendant said to me, 'he is on a curfew for 12 days but he would come 'after me' once this is over'.
5. The Defendant had also made accusations claiming that the noises I was allegedly causing had resulted in the sudden death of his child.
6. On another occasion on the 9<sup>th</sup> October 2016, the Defendant came to my flat banging on the door and when I answered immediately started shouting at me. He then went downstairs and about ten minutes later he approached my moped which was parked outside the building and started smashing it with a wooden stick. The damage that caused was to my vehicle was significant and prevented me from using it for some time and caused me to lose my job through lack of transport which was a requirement of my employment. The damage to the motorcycle was damage to tyres, the side panels, the headlights both front and rear along

with both the breaks and the mirrors. The matter was reported to the Police who attended and arrested the Defendant. A crime reference number was obtained relating to this incident and I will be happy to provide this at the hearing when I attend. I also have a recording of conversation ~~between the Defendant and I, where he admitted to have caused damages to my moped.~~ The recording will be provided at the hearing.

7. A further incident occurred with the Defendant around January 2017 whereby he came to my front door and started shouting and complaining about noise and that he was being wrongfully accused by the Police and accused myself and other tenants of 'being out to get him'. I asked him to leave but he refused to do this so I then left my flat to stay at my friends as the Defendants behaviour had scared me. When I returned to the property a couple of days later, superglue had been inserted into the front entrance door lock preventing me from gaining access, this also caused the key to break.
8. This was reported to the council and an order was required to gain entry to my property. This was recorded under works order reference number 1814013/1.
9. Due to the erratic and abusive behaviour of this tenant I have been forced to flee my property because I feel scared and uncomfortable and I have not returned since. As a result of this I have also fallen into arrears, I am now facing homelessness.

Statement of Truth

I believe the facts in this Witness Statement are true.

Signed..... GT Quinton

Name: Mr George Quinton

Dated this 7<sup>th</sup> day of August 2017

1. Made on behalf of the Claimant
2. Witness Statement of Lemmy Nwabuisi
3. Statement No. 1
4. Exhibit No LN1
5. Dated 7 August 2017

IN THE EDMONTON COUNTY COURT

CLAIM NO:

BETWEEN:

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ENFIELD

Claimant

-and-

MR SIMON CORDELL

Defendant

---

WITNESS STATEMENT OF MR LEMMY NWABUISI

---

I, Mr Lemmy Nwabuisi, of PO BOX 50, Civic Centre, Enfield, EN1 3XA make this statement believing it to be true and understand that it may be placed before court.

Insofar as the content of this witness statement is within my own personal knowledge it is true and insofar as it is not within my personal knowledge it is true to the best of my knowledge.

**I WILL SAY AS FOLLOWS**

1. I am employed by the London Borough of Enfield as an Anti-Social Behaviour Coordinator in the Community Safety Unit. I have held this employment since August 2016. My role as an Anti-Social Coordinator consists of investigating and dealing with reports of anti-social behaviour involving council and non-council tenants. My involvement with the Defendant was due to allegations of verbal abuse, threats, harassment and intimidation made against him by some of his neighbours.

220



2. I make this Witness Statement in support of the Claimant's application for an injunction to stop the Defendant from causing intimidation, harassment and alarm to other residents and their visitors on Burncroft Avenue.
3. The Defendant is a secure tenant of the Claimant at 109 Burncroft Avenue, Enfield, Middlesex, EN3 7JQ. His tenancy commenced on 14<sup>th</sup> August 2006. I hereby attach a bundle of documents relating to this case as exhibit number LN1. A copy of the Defendant's tenancy agreement and terms and conditions are hereby attached at pages 1-24.
4. The reports concerning the Defendant's alleged anti-social behaviour towards his neighbours was first brought to my attention in October 2016 when a case involving the Defendant and one of his neighbours was referred to me for investigation. The Defendant was reported to have caused frequent acts of harassment and anti-social behaviour against an elderly neighbour. The Defendant was arrested by the Police and bailed to a different address. The matter was referred to the Highbury Corner Magistrates' Court on 05 October 2016 where a first hearing took place. The Defendant pleaded not guilty and the trial was fixed for 17 November 2016. However, the trial did not proceed due to insufficient support as the elderly tenant was unable to attend Court due to health reasons. A copy of a letter from the Magistrate Court is attached to this statement at pages 25-26.
5. The Defendant was previously known to the Claimant and an anti-social behaviour order was made on 4 August 2015 by the Magistrates Court to prevent him from knowingly using or supplying property, personal or otherwise, for the use in a rave as defined in s.63(1) of the Criminal Justice Order Act 1994. The order was made for a duration of 5 years. A copy of the Order is at page 27 of the exhibit bundle.

6. On 6<sup>th</sup> August 2016, the Defendant threatened and shouted abuse at Mr and Mrs Mathiyalagan tenants of 117 Burncroft Avenue. He aggressively demanded money from him and threatened to beat him up. The Defendant also repeatedly swore at Mr Mathiyalagan's wife, called her a 'witch' and tried to stop the Mr Mathiyalagan from going up the stairs to his flat by standing in front of him and blocking his advance by placing his hands on the staircase railings. Mr Mathiyalagan has already provided a witness statement in support these proceedings to confirm that this incident happened. A file note of this report is exhibited at pages 28-30 of the exhibit bundle LN1.
7. On 8<sup>th</sup> August 2016, Mr Mathiyalagan reported that the Defendant aggressively banged on his front door, shouted abuse at him and his wife and accused them of making noise. Mr Mathiyalagan reported to us that he believes that the Defendant used a screw driver to damage the lock on his meter cupboard and removed the fuse box thereby cutting off their electricity supply. Mr Mathiyalagan reported this incident to the police and was given reference number CAD 7934/August 2016. A file note of this report is exhibited at pages 28-30 of the exhibit bundle.
8. On 27<sup>th</sup> September 2016, Mr Mathiyalagan reported that the Defendant confronted him as he returned to his flat with his wife and young daughter and threatened and swore at him and demanded money from him. A file note of the report is on pages 28-30 of the bundle.
9. On 28<sup>th</sup> September 2016, Mr Mathiyalagan reported that the Defendant aggressively banged on his door and threatened and shouted abuse and swear words at him and his wife. The Defendant also aggressively demanded money from Mr Mathiyalagan. A file of the report is at pages 28-30 of the exhibit bundle.
10. On 11<sup>th</sup> November 2016, my former colleague, Sarah Fletcher interviewed an elderly resident who wished to remain anonymous. He said that the Defendant approached him as he came out of his flat and started to shout abuse, swear at him and threatened to burn down the elderly neighbour's flat. The report

continued that sometime around mid-September 2016, one of the Defendant's neighbours reported that the Defendant confronted him outside his block as he was going to the local park and started to shout abuse and threats at him and said to him "I can get you over at the park, I know you go for a walk". This incident led to his arrest and to the matter being referred to the Magistrates Court. A file note of the report is exhibited on page 31 of the exhibit bundle LN1.

11. I had meetings with Mr George Quinton, one of the Defendant's neighbours on 16<sup>th</sup> December 2016 and 11<sup>th</sup> January 2017. He reported that he was experiencing problems with the Defendant's behaviour, and that on 4<sup>th</sup> October 2016, the Defendant aggressively banged on his ceiling and accused him of making noise. The Defendant then went to the neighbour's flat upstairs and started kicking and banging on the front door and was swearing and shouting at him. The Defendant later went downstairs, dragged the neighbour's motorbike from where it was parked and started to hit it with a piece of wood. A file note of the report is at pages 32-34 of the exhibit bundle.

12. On 22<sup>nd</sup> November 2016, during a telephone conversation with my former colleague Ms Sarah Fletcher, the Defendant was heard saying to his mother, who was present with him, 'I'm gonna do her over, I'm gonna take her job just for fun' referring to Ms Fletcher. A file note of the incident is at page 34A of the exhibit bundle.

13. I hereby attach a case history detailing incidents of reports from Mr Mathiyalagan about the abuse, threats and persistent intimidation by the Defendant. The case history is at pages 35 to 40 of the exhibit bundle LN1. It shows that Mr Mathiyalagan reported incidents too numerous to set out in this statement about abuse, threats, attempts to extort money and intimidation by the Defendant. Examples are that the Defendant banged on his front door while his wife was alone at home with their young daughter and shouted abuse at his wife and asked her to turn off the bathroom taps. He also removed his electricity fuse thereby

cutting off their power supply. Mr Mathiyalagan reported the incident to the police and was given CAD 5753/23 December 2016. A file note of this incident is at page 37 of the exhibit bundle.

14. Other examples of aggressive and anti-social behaviour reported by Mr Mathiyalagan were that on 21<sup>st</sup> January 2017, the Defendant aggressively banged on his door, swore and shouted abuse and threats at him and his family and accused them of making noise.
15. On 9<sup>th</sup> June 2017, the Defendant attacked Mr Mathiyalagan's cousin in the communal hallway as he returned from work late at night by grabbing him on the arm and neck thereby causing bruising to his arm and neck. The Defendant also snatched his mobile phone from him as he tried to record the incident.
16. On 16<sup>th</sup> June 2017, the Defendant confronted Mr Mathiyalagan's wife as she was exiting the main entrance at 11:55am and said to her that he had her bank and personal details. He also reported that the Defendant told his wife that he wanted her and her husband to pay him some money.
17. On 23<sup>rd</sup> June 2017, the Defendant came out of his flat with his dog and attacked Mr Mathiyalagan's cousin as he returned from work at 11:35pm. He reported that the Defendant punched his cousin twice on the chest, tried to push him out of the block and snatched his mobile phone as he tried to record the incident.
18. On 28<sup>th</sup> June 2017, the Defendant confronted Mr Mathiyalagan's wife as she was leaving the block at 11:45am, swore at her, shouted abuse and accused her of making noise inside her flat. He said to her that he knows all her personal details and that of her husband including their full names, date of birth, phone numbers and bank details. The Defendant demanded that they pay him some money and asked her to tell Mr Mathiyalagan to come and see him.
19. On 2<sup>nd</sup> July 2017, Mr Mathiyalagan reported that the Defendant confronted him with his dog barking and without a lead as he was going out with his family at

5:18pm and asked him when he was going to hand over the money. He also reported that as they left the block, the Defendant ran after them swearing and shouting abuse and demanded that he must pay him money if he wants him to leave him alone. The Defendant also said to him that he has all their personal details. A report of the incident is at page 40 of the case history.

20. Case history notes exhibited at pages 41-46 show reports of similar aggressive and intimidating behaviour displayed to Mr Mathiyalagan was being experienced by another tenant who wishes to remain anonymous because of fear of reprisal from the Defendant.
21. Similarly, further case notes exhibited at pages 47-52 show that another tenant who wishes to remain anonymous was being subjected to the Defendant's anti-social behaviour. She had to be moved from the block because of the harassment from the Defendant and because she suffered from mental health problems and was particularly vulnerable and unable to deal with the threats and harassment from the Defendant.
22. On 7<sup>th</sup> February 2017, the Defendant approached the leaseholder of 117 Burncroft Avenue and his plumber outside the block as they were attempting to resolve low water pressure issues affecting the flat. The Defendant informed the leaseholder that there were problems between him and his tenants but did not give specific details. The leaseholder explained to the Defendant that his tenants were experiencing low water pressure in their flat and that they were trying to fix the problem. The Defendant said to the leaseholder, "you will not resolve the problem as I am restricting their water supply". The leaseholder later asked the Defendant to increase the water pressure and the Defendant stated "I cannot do anything at the moment, I will sort it out later". A report of this incident is at page 55 of the exhibit bundle.
23. On 24<sup>th</sup> February 2017, the Claimants officers Sarah Fletcher and Steve Kirk attended the Defendant's property following reports of low water pressure in the



flats above his. While inside his flat they noticed that the Defendant have installed a metal security gate inside his front door. It also appeared that the Defendant may have removed the wall between his kitchen and living room thereby creating an open plan living space. A copy of the file note is pages 56-57 of the exhibit bundle.

24. On 8<sup>th</sup> May 2017, the Claimant's officers, Ms Fletcher, a Neighbourhood officer who has since left the Council and Mr Steve Stirk, a Surveyor visited the Defendant's block of flats following reports of low water pressure to flats 109, 113 and 117 Burncroft Avenue. While the Claimant's officers were outside flat 113, the Defendant came up to them and started to complain about his perceived victimization by his neighbours, the police and the council. While the Defendant was talking to the officers, Mr Mathiyalagan came down the stairs and the Defendant said to him, "I'm going to the police station now with my evidence about you and I'm going to ruin your life". A file note of this report is exhibited at page 58 of the exhibit bundle and an email from Steve Stirk is at page 59.
25. On 14<sup>th</sup> May 2017, yet another neighbour who wishes to remain anonymous reported that the Defendant aggressively banged on her door, shouted abuse and threats at her and falsely accused her of making noise and coming into his flat to attack him. The neighbour stated that the Defendant later followed her to her car as she was leaving the block shouting abuse and wanting to know where she was going. The neighbour also reported that the Defendant allowed his dog to roam freely in the communal area of the block without a lead. A file note of the report is at page 60 of the exhibit bundle LN1.
26. On 28<sup>th</sup> May 2017, the Defendant was issued with a first instance Harassment letter by the police following allegations of harassment and threatening behaviour made to the police by his neighbour. A copy of the letter and the PC's statement are at pages 61-62 of the exhibit bundle LN1.

27. On 12<sup>th</sup> July 2017, Mr Neville Gray, the Claimants repairs surveyor attended the Defendant's flat to investigate reports of low water pressure to the flats above the Defendant's flat but the Defendant refused him access. Mr Neville Gray attended the Defendant's flat again at about 5:39pm following reports from the leaseholder of flat 117 Burncroft House that the water supply had stopped completely, but the Defendant also refused him access. The Defendant later shouted abuse and swear words at Mr Gray and would not allow him to approach his car. Mr Gray has provided a witness statement in relation to this incident.

28. The Defendant is in breach of the following conditions of his tenancy agreement;

- i. Condition 10 – "You must not act in any way which causes, or is likely to cause, a nuisance or annoyance or is anti-social."
- ii. Condition 21 – "You must not abuse, harass, make offensive comments and/or malicious allegations, use or threaten to use violence against any of our officers or agents, or against a councillor. This applies at any time and in any place. We may report the matter to the Police".
- iii. Condition 31 – "You must take care not to cause damage to your property or the property of your neighbours".
- iv. Condition 33 – "You must keep the inside of your property clean and in reasonable decorative order".
- v. Condition 34 – "You must not use the property in any way that may cause a health and safety hazard or encourage vermin and/or pests (for example, by hoarding items inappropriately)"
- vi. Condition 53 – "You must keep the inside of the property, the fixtures and fittings and glass in the property in good repair during the tenancy"

29. I have corresponded with the Defendant regarding the reports of anti-social behaviour made against him by his neighbours and invited him to meetings with his mother Lorraine Cordell but he declined to attend. Letters were sent to him on 29<sup>th</sup> November 2016 inviting him for a meeting on 6<sup>th</sup> December 2016, 31<sup>st</sup>

January 2017 inviting him for a meeting on 9<sup>th</sup> February 2017, 16<sup>th</sup> February 2017 for a meeting on 22 February 2016 and 16<sup>th</sup> March 2017 for a meeting on 22<sup>nd</sup> March 2017. These letters are exhibited at pages 63-70 of the exhibit bundle.

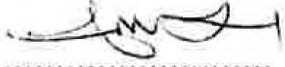
30. I have enquired with the Mental Health Team whether the Defendant is currently known to the team and was informed that he is no longer under their care.
31. The Claimant's operatives have had difficulties in accessing the Defendant's flat to inspect the state of the property and the unauthorised works and modifications which the Defendant is purported to have carried out without a written consent from the Claimant. The Claimant has also been unable to check whether the Defendant is restricting water supply/pressure to the properties above his since December 2016. The Defendant has admitted to restricting the water supply but has refused to allow the Claimant's maintenance operatives access to his property to investigate and rectify the problem.
32. The Defendant has intimidated the residents in the entire block and because of his behaviour, we have received numerous complaints from residents, requests to be transferred from the block and we have had to move a vulnerable tenant from the block.
33. I have made attempts to engage with the Defendant but he has not been cooperative and has continuously displayed abusive and threatening behaviour towards the Claimant's members of staff and his neighbours. A Notice of Seeking Possession has been served on him and possession action is being considered. However, in the meantime, this injunction is required to ensure that the other residents are not subjected to further intimidation and harassment by the Defendant. This application is being made without notice because if the Defendant were given notice, he would intimidate the witnesses in an attempt to prevent the order being made.



Statement of Truth

I believe the facts in this Witness Statement are true.

Signed .....

A handwritten signature in black ink, appearing to be 'J. M. Smith', written over a dotted line.

Dated this 8<sup>th</sup> day of August 2017

1. On behalf of the Claimant:
2. Lemmy Nwabuisi
3. Statement No 1
4. Exhibit: LN1
5. Dated 8<sup>th</sup> August 2017

IN THE EDMONTON COUNTY COURT

CLAIM NO:

BETWEEN:

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF ENFIELD

Claimant

-and-

MR SIMON CORDELL

Defendants

---

EXHIBIT

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This is the Exhibit LN1 referred to in the witness statement of Lemmy Nwabuisi dated 8<sup>th</sup> August 2017.

497630

# Tenancy agreement

When signed, this document becomes a legal agreement between you, the tenant(s), and the London Borough of Enfield. You should not sign this agreement unless you agree to keep all the conditions written in it. You must ensure that you have read it properly and have asked for further explanation where necessary so that you do fully understand it.

This tenancy agreement is between the London Borough of Enfield and the tenants detailed below:

tenant	date of birth	family	date of birth
<u>Simon Cordell</u>	<u>26/1/84</u>		

The London Borough of Enfield lets the property detailed below:

address 109 PARNCROFT AVENUE  
ENFIELD  
11/6 MIDDX EN5 7JR

net rent	£ <u>62.04</u>	caretaking	£ <u>2.47</u>	concierge	£ <u>—</u>
water rates	£ <u>3.76</u>	grounds maintenance	£ <u>0.66</u>	other	£ <u>—</u>
heating charge	£ <u>—</u>	cctv	£ <u>—</u>	<b>TOTAL RENT</b> £ <u>65.13</u>	



This is an ~~introductory~~/secure tenancy with effect from Monday 14/8 (date) 2006 (month) 16 (year)

This introductory tenancy will automatically become a secure tenancy on unless we have started proceedings for possession

If you or anyone on your behalf has given false information to enable you to get this tenancy, we will take action to recover possession of the property.

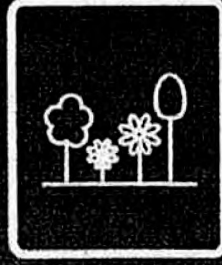
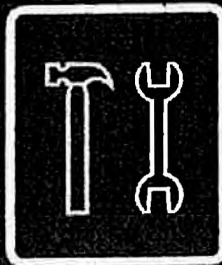
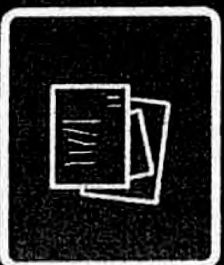
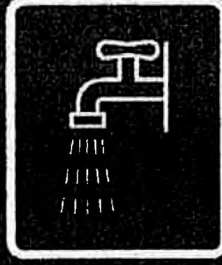
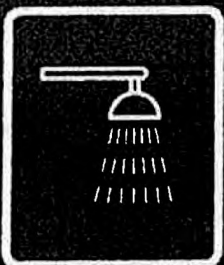
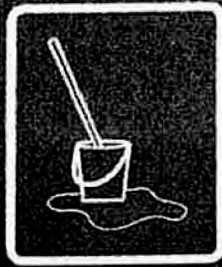
If you break any of the conditions of your tenancy, we can take action to force you to meet the conditions or we can ask the court for permission to evict you.

I/We agree that I/we have had adequate time to read, understand and seek advice on the information and conditions in this document. I was/We were given details of where I/we could get this advice. I/We agree to keep to the conditions of this tenancy agreement.

signed 	tenant <u>Simon Paul Cordell</u>	date <u>11/8/06</u>
signed	tenant	date
signed	tenant	date
signed 	<u>Verity Best</u> on behalf of the London Borough of Enfield	date <u>11/8/06</u>

231 01 April 2006

# Tenancy Agreement



[www.enfield.gov.uk](http://www.enfield.gov.uk)

**ENFIELD**  
Council 

232 02

# Contents

<b>1</b>	<b>General terms</b>	<b>02</b>		
1.1	Interpretation	02	2.10	Repairs and access to your property 11
1.2	What this agreement means	02	2.11	Fences 12
1.3	Personal information and photographs	02	2.12	Temporary vacation of property 12
1.4	Tenancy verification	03	2.13	Gas safety 12
1.5	Introductory tenancies	03	2.14	Health and safety 13
1.6	Secure tenancies	03	2.15	Pet(s) and animal(s) 14
1.7	Sheltered accommodation	03	2.16	Gardens 14
1.8	Making a complaint	04	2.17	Vehicles and parking 15
1.9	Taking legal action against the council	04	2.18	Ending your tenancy 16
1.10	Serving legal notices on the council	04		
<b>2</b>	<b>Your conditions of tenancy</b>	<b>05</b>	<b>3</b>	<b>Our responsibilities 17</b>
2.1	Rent	05	3.1	Repairs and maintenance 17
2.1.1	Failure to pay	05	3.2	Right to Repair 17
2.1.2	Miscellaneous recharges	05	3.3	Major Works Improvements 17
2.1.3	Liability of joint tenancies	05	3.4	Consultation and information 17
2.2	Conduct and behaviour	06	3.5	Quiet enjoyment 17
2.2.1	Anti-social behaviour, nuisance and noise disturbance	06	3.6	Conduct and behaviour 18
2.2.2	Domestic abuse	07	3.7	Equality and diversity 18
2.2.3	Harassment and hate crime	07	3.8	Courtesy 18
2.2.4	Gang activity	07	3.9	Transfers 18
2.2.5	Criminal activity	07	3.10	Variation of tenancy conditions 18
2.2.6	Other unacceptable behaviour	08	3.11	Right to succeed 18
2.3	Use of premises	08	3.12	Right to assign 19
2.4	Sheltered accommodation	09	3.13	Right to Buy 19
2.5	Home contents insurance	09	3.14	Right to manage 19
2.6	Looking after your home	09	3.15	If we end your tenancy 19
2.7	Shared areas (communal)	09	3.16	Housing related support 20
2.8	Improvements and alterations	10	3.17	Welfare Benefit Reform 20
2.9	Right to Improve (secure tenants only)	11	3.18	Prevention of Social Housing Fraud 20
			<b>Appendices</b>	<b>21</b>

## Section 1



# General terms

This is your Tenancy Agreement. It is a legally binding document which sets out your rights and responsibilities as one of our tenants.

It is an important legal document and should be kept in a safe place.

Conditions of Tenancy are marked in red text as they are important, and you must comply with them.

If you break any of these tenancy conditions we may have to take legal action against you in the courts. This could lead to you losing your home.

For further explanation of anything contained in this document, please see the fact sheets on our website.

Where 'you' is used in this agreement, it means you, all members of your household and any visitors to your property.

Where 'we' or 'us' is used in this agreement it means Enfield Council or any agent acting on its behalf.

### 1.1 Interpretation

Unless the contrary is stated or implied, the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, for example, the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council discretion.

### 1.2 What this agreement means

By signing the Tenancy Agreement you are entering into a legal contract with us to keep to all the conditions of your tenancy set out in this document.

This agreement is for both introductory and secure tenancies. If your tenancy is an introductory one, you do not have all the rights that you will have when your tenancy is secure. The section below, under the heading 'Introductory tenancies', outlines the rights you do have as an introductory tenant. Whether you are an introductory or a secure tenant, all the conditions will apply.

In this agreement, 'you' always means you, the tenant, or - in the case of joint tenancies - any or all of the joint tenants. Sometimes 'you' will include members of your household and visitors to your home. In this agreement, 'we' or 'us' means the London Borough of Enfield and its agents or representatives.

### 1.3 Personal information and photographs

#### Fair Processing Notice

We collect and process personal information to allow us to allocate homes and manage and improve services. This may involve sharing your personal data with other organisations that are contracted to carry out services on our behalf. This includes services provided to you such as repairs but also services delivered to us such as fraud detection provided by credit reference agencies. These organisations are obliged to keep your personal details secure. When we share information, we will draw up an agreement with the organisation that we need to share the information with. This is so that both sides understand why the information is being passed on, and what it can be used for.



We may pass on certain personal information to other organisations (such as local authorities, the courts or the police) where this is requested or we have a legal requirement to do so such as during a criminal investigation, a court case or to report benefit fraud.

**Condition 1. By signing this agreement you agree that we can use the personal information you give us in accordance with the Data Protection Act 1998 for the purpose of detecting and preventing fraud.**

**Condition 2. By signing the Tenancy Agreement you agree to us taking a photograph of you at the beginning of your tenancy, and in the future, whether at your home or at our offices. This is for the purpose of detecting and preventing fraud. We will keep a copy of your photograph with our records.**

#### 1.4 Tenancy verification

**Condition 3. By signing this agreement, you agree to provide us with up to date details of you and your household when requested, such as during a tenancy audit interview, at your home. You will agree to our officers inspecting your home to comply with health and safety requirements. If you refuse to comply with this or any reasonable request, we may take legal action which could lead to eviction and you may also incur court costs.**

#### 1.5 Introductory tenancies

All new Enfield tenants will be introductory tenants unless you were already a secure tenant of a local authority or an assured tenant of a registered provider at a previous property.

**An introductory tenancy will last for a trial period of 12 months.** Under the Housing Act 2004, we can extend the introductory tenancy period for a further 6 months if there has been a breach of the tenancy conditions in the probationary period.

If, during your introductory tenancy, you break any of the tenancy conditions, or if you made a false or misleading statement to obtain the tenancy, we may take action to end your tenancy by serving you a Notice of Possession Proceedings.

If you do not break any of the tenancy conditions during this time, you will automatically become a 'secure tenant' after a 12 month period.

**As an introductory tenant, you do NOT have all the rights of a secure tenant.** You do not have the right to:

- buy the property
- exchange the property with another tenant
- vote for a change to a new landlord
- take in lodgers
- sublet all or part of your home
- make any alterations or improvements.

If you break any of the conditions during your introductory tenancy, we may take legal action to end your tenancy.

#### 1.6 Secure tenancies

If you are a secure tenant, you have the legal right to live in the property for which you hold the tenancy.

We will not interfere with this right unless we have to take action because of reasons given in the Housing Act 1985 or any future law. We may take formal action if you break any of the tenancy conditions. We cannot evict you from the property unless we can prove grounds to do so in a court and the court grants an order for possession. As a secure tenant you will enjoy a number of rights not available to introductory tenants.

#### 1.7 Sheltered accommodation

Some of our flats are designated as sheltered accommodation. Sheltered accommodation is intended for the over 60s and people with support needs and is considered unsuitable for families with children. If you live in one of these flats, you may be covered by some different local conditions due to the type of accommodation you are occupying.

### 1.8 Making a complaint

If we fail in any of our responsibilities, you have the right to make a complaint through our complaints system, which has the following stages:

**Stage 0** – if you contact us to report something you are unhappy about and we can resolve the issue simply within 2 working days, we will record your dissatisfaction and handle the matter as Stage 0.

If the matter is unresolved, you may request that a formal Stage 1 complaint is logged.

**Stage 1** – your complaint will be investigated by a senior manager from the team where the alleged service failure occurred. They will respond within 10 working days.

**Stage 2** – your complaint will be reviewed by the Executive Management Team, who will aim to reply within 10 working days

**Stage 3** – The Chief Executive of Enfield Council will arrange for your complaint to be independently reviewed by a senior officer in Enfield Council who does not work for Enfield Homes. They will write to you with a decision within 30 working days of receiving your complaint.

We hope our complaints procedure will help us to sort out, with you, any problems you may have with the way our services are provided, but if you are still not satisfied you have further options:

From 1st April 2013 the Localism Act 2011 provides that the tenants of housing associations, local authorities and ALMOs will be able to ask for their complaints to be considered by a 'designated' person when all stages of their landlord's internal complaints procedure are finished.

A designated person can be an MP, local Councillor or a Tenant Panel. If you want more information on who they are and how you can contact them, please contact us directly on **freephone 0800 40 80 160** or email us at **info@enfieldhomes.org**

When the Housing Ombudsman receives a complaint that has gone through all stages of the landlord's internal complaints procedure, they will always ask if it has then been referred to a designated person and if a tenant is clear that they do not want to make use of that opportunity for local resolution (if it is more than 8 weeks from the end of the landlord's complaints process) the Housing Ombudsman will consider the case.

The Housing Ombudsman Service can be contacted at:

81 Aldwych  
London WC2B 4HN

Telephone 0300 111 3000

Fax 020 7831 1942

Email [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

### 1.9 Taking legal action against the council

If you think we have not met our obligations as stated in this agreement, you have the right to take legal action against us. You must obtain your own independent legal advice.

### 1.10 Serving legal notices on the council

If you wish to serve any Notice on us, you should send it as described in the section 'Ending your tenancy' on page 16.



## Section 2

# Your conditions of tenancy



### 2.1 Rent

We can change your rent and other charges at any time. We have to give you 28 days' written notice of any change in your rent and the change must start on a Monday but we can change your water and other charges at any time.

The notice will specify the revised net rent and other charges. This notice may be left at or posted to your property.

Our usual practice is to increase the rent and other charges no more than once a year in April although this does not preclude a change in rent or other charges at any other time in the year when necessary.

#### 2.1.1 Failure to pay

**Condition 4. You must pay your total rent – which includes any charges on the property, for example water rates and service charges for amenities – in full on or before the date the payment is due.**

If you fail to pay your rent and/or charges, the council may take legal action to recover the debt or ask the court to grant us possession of the property. This could lead to you being evicted.

**Condition 5. You must tell us if you are unable to pay your rent in full or on time, and you must make an agreement to pay any rent arrears.**

We will treat your payments as rent due before we credit them to any other charges.

If you owe rent or any other charges for a previous tenancy, we may require you to pay these through your current rent account.

#### 2.1.2 Miscellaneous recharges

**Condition 6. You must pay the cost of any items or works which are not our responsibility and for general damage to and misuse of the property. Examples are broken glass due to damage caused by you, a member of your household, or visitors to your household, the replacement of lost keys or fobs or the reinstatement of unauthorised alterations.**

#### 2.1.3 Liability of joint tenants

**Condition 7. If you are a joint tenant, you are responsible for all the rent and other charges when they are due.**

In a joint tenancy, each tenant has full responsibility for paying the rent and any other charges due on the property.

If one of you leaves the property without ending the tenancy, or does not pay the rent and the account goes into arrears, each joint tenant will continue to be responsible for the rent and any arrears on the account.

If you have a joint tenancy, the tenancy ends for both joint tenants if you or the other joint tenant serves a valid Notice to Quit on us.

If you serve a Notice to Quit on us, it is valid if it is in writing and served at least 4 weeks before the date of termination. The day of termination must always be a Sunday. This must be signed and dated by you.

**Condition 8. If you or another joint tenant is intending to leave, or has left the property, you must inform us in writing.**

If you are a joint tenant with your partner and your relationship breaks down, we may inform you about where you can get independent legal advice on your rights.

## 2.2 Conduct and behaviour

**Condition 9. You, the tenant, are responsible for the behaviour of anyone, including your children, living in or visiting your home. This means that you must ensure that they do not act in breach of any of these conditions. Also, you must not encourage them to act in such a way. This applies in the property, in communal and surrounding areas, any property belonging to the council and or anywhere else within Enfield borough.**

### 2.2.1 Anti-social behaviour, nuisance and noise disturbance

We will consider all legal remedies available to us to deal with anti-social behaviour, domestic abuse, harassment, hate crime, nuisance, gang activity and other criminal activity where this is supported by sufficient evidence.

If we take legal action, we will ask the court to give us an order against you for the legal costs we have incurred.

**Condition 10. You must not act in any way which causes, or is likely to cause, a nuisance or annoyance or is anti-social.**

Examples of this sort of behaviour include but are not limited to:

- playing loud music including noisy parties and congregations
- unreasonable noise caused by inadequate insulation and/or soundproofing of any type of flooring
- noisy DIY at unsocial hours
- loud arguments and/or fighting
- offensive and/or disruptive drunkenness
- dumping rubbish and furniture
- fly tipping
- slamming doors
- allowing your dog(s) to bark persistently and/or cause a mess
- not keeping your pet(s) under control
- playing ball games close to people's homes
- disruptive and/or intimidating loitering
- spraying or writing graffiti
- skateboarding and cycling on footpaths and balconies

- damaging or vandalising any council property
- setting fires
- riding motorbikes, mopeds, quad bikes anywhere other than on the road
- installing or using equipment such as aerials to operate illegal radio broadcasts from your own or any other council property or shared roof
- extensive repairing of cars and/or other motorised vehicles on estate roads or parking areas
- obstructing any shared areas, doorways or exits
- throwing items from balconies or windows
- feeding pigeons, squirrels, foxes, wild birds or any other non-domesticated animal
- jamming communal doors open
- letting people into communal blocks who do not have a right to be there.

If you are suffering abuse or annoyance, you should report the matter to us.

**Condition 11. You must not install any audio and/or video equipment or carry out any physical measures to respond to any nuisance or anti-social behaviour which you are suffering from, without first consulting us.**

**Condition 12. You must ask for our written permission to install hardwood, laminate or tiled flooring and provide us with written specification of the proposed works prior to installation.**

We would strongly advise that, in flats, you fit carpets. Do not remove existing carpets. You should not install tiling, hardwood or laminate-type flooring because fitting these may increase the way noise travels between floors and through walls. So if it disturbs your neighbours, we may consider it to be a nuisance and a breach of the conditions.

**Condition 13. You must not carry out household tasks using machinery such as a washing machine, tumble dryer, dishwasher or vacuum cleaner between the hours of 10pm – 7am.**

### 2.2.2 Domestic abuse

**Condition 14.** You must not cause any member of your household to leave your home because of domestic abuse. If you do, we will take action against you. This may result in your home being repossessed.

**Condition 15.** If you abuse or mistreat a child or, as a result of any such abuse or mistreatment, a child is endangered or taken into care, we may seek possession of your home and evict you.

### 2.2.3 Harassment and hate crime

**Condition 16.** You must not harass or threaten to harass anyone because of their age, colour, culture, disability, ethnic origin, gender, gender reassignment, HIV status, nationality, race, religion, sexual orientation or for any reason.

Examples of harassment include:

- using or threatening to use violence towards any person including our staff
- unprovoked physical assaults
- stalking, including cyber stalking
- domestic violence and abuse
- verbal abuse
- threatening or abusive behaviour
- threatening or abusive letters, telephone calls or text messages
- writing threatening, abusive, insulting or hate motivated graffiti
- racist comments and/or abuse
- damage to property or threats to damage property
- making false complaints about someone.
- abusing and/or bullying people through social media such as Facebook, Twitter, Instagram and text messaging.

### 2.2.4 Gang activity

**Condition 17.** You must not be involved in gang related activity or violence. This includes using or threatening to use violence, or verbally assaulting other people residing in the locality, so that they leave the property.

If you or other members of your household who are identified as being involved in, or potentially involved in, gang activity co-operate with us and/or our partner agencies, we will take this into account when considering tenancy enforcement action.

### 2.2.5 Criminal activity

**Condition 18.** You must not use the property or locality for criminal, immoral or illegal purposes, such as dealing in illegal drugs or substances or prostitution and/or human trafficking. If you are convicted of such an offence, in your home, locality or anywhere else within Enfield borough, this will be a breach of your tenancy conditions.

In particular, you must not use your home or any communal area, or anywhere else in Enfield borough, in connection with:

- selling, using, storing, manufacturing or growing of illegal drugs
- storing or handling stolen goods
- keeping illegal or unlicensed guns or weapons within the property with an illegal intent
- dealing in illegal pornography
- theft
- burglary
- criminal damage
- committing an offence during a riot
- cyber crime
- public order offences.

**Condition 19. You must not use the communal area, any neighbouring areas or any garage or pram shed for any illegal purpose including, but not limited to:**

- arson or attempted arson
- interference with security and safety equipment
- wilful damage to shared areas or facilities, including sheds
- breaking windows or doors or writing graffiti
- using weapons such as guns and/or knives
- using pets or dogs as a weapon
- using and/or dealing drugs.

You will be responsible for the cost of renewing any door that has been damaged following any forced entry by the Police and reclaiming the cost from the Police.

**Condition 20. You must not keep any firearm, shot gun, or air rifle in your property without all the necessary certification required by law and without our written permission.**

### **2.2.6 Other unacceptable behaviour**

**Condition 21. You must not abuse, harass, make offensive comments and/or malicious allegations, use or threaten to use violence against any of our officers or agents, or against a councillor. This applies at any time and in any place. We may report the matter to the Police.**

If you fail to keep this tenancy condition, we will support our officers if they refuse to interview you, visit you, or speak to you on the telephone. We may also refuse you entry to our offices and take legal action against you.

### **2.3 Use of premises**

**Condition 22. You must live in your property and use it as your only or main home.**

If you are to be away from your home for a continuous period of more than a month, you should inform us. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it. You must tell us how and where you can be contacted in case of an emergency.

If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We will take action to recover possession of the property by serving a Notice to Quit.

**Condition 23. You must not allow your home to become overcrowded by other people living or staying there. You will not receive priority to transfer to larger accommodation under our Allocations Scheme if you do so.**

**Condition 24. You must notify us in writing, within 14 days, of any change; compared to those listed on your Tenancy Agreement, in the people who are living in your home. The notification must give:**

- the person's full name, gender and date of birth
- the date of the change and
- whether s/he moved in or out of your home.

**Condition 25. You are allowed to take in lodgers but must notify us in writing as required by Condition 24.**

Introductory tenants are not allowed to take in lodgers.

**Condition 26. You must not sublet or give up the whole of your property. If you do this, your secure tenancy may end. You may only sub-let part of your property with our prior written permission.**

**Condition 27. You can only assign your tenancy under certain circumstances which are described on page 19. You must have our written permission to do so.**

**Condition 28. You must not carry on or advertise any trade or business at your premises without our written permission and the necessary legal or planning requirements.**

This Tenancy Agreement only gives you the right to use your property as a private residence. If we give written permission for you to use your property for business purposes, you must still meet any necessary legal or planning requirements for your business use. If your business causes nuisance or annoyance to neighbours or local residents, we can withdraw our permission.



**Condition 29.** It is your responsibility to pay for all gas and electricity used in your property, directly to the appropriate gas and electricity company unless you live in a block where the heating is communal and the landlord charges you directly for this as a service charge.

## **2.4 Sheltered accommodation**

**Condition 30.** If you live in sheltered accommodation, you must seek your Sheltered Estate Manager's permission if anyone is moving in with you for more than a few days.

This should not be a permanent arrangement. However, your Sheltered Estate Manager may inform you of other housing options that may be more suitable for you.

## **2.5 Home contents insurance**

Enfield Council is responsible for insuring the building and structure of your home but not the contents.

The council's building insurance does not cover contents insurance for your possessions. **You are responsible for insuring your home contents.** We are not responsible for loss or damage to your belongings including that caused by other residents.

## **2.6 Looking after your home**

**Condition 31.** You must take care not to cause damage to your property or the property of your neighbours.

You should have any washing machine or dishwasher, electric or gas cooker, professionally installed. You must not use any of these if you know or suspect them to be faulty. If we send an electrician to check the electrical circuit and s/he finds that your appliance is faulty, we may recharge you the cost of the circuit check.

Refer to our website for advice on how to check if you have a faulty appliance. (See Appendix 3 for website details.)

**Condition 32.** You must not neglect your property and let it fall into disrepair. This includes individual gardens as well as shared access pathways and steps in houses. Tenants of flats and maisonettes are expected to report defects to communal areas; for example, defective floor tiles.

**Condition 33.** You must keep the inside of your property clean and in reasonable decorative order.

**Condition 34.** You must not use the property in any way that may cause a health or safety hazard or encourage vermin and/or pests (for example, by hoarding items inappropriately).

You must take reasonable steps to secure your property, for example, lock windows and doors when you go out.

It is your responsibility to decorate your home when it is needed.

**Condition 35.** If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you.

To help prevent condensation, you should:

- wipe dry the insides of windows
- open the windows and close the doors of any room used for hanging wet clothes
- not overcrowd any rooms with furniture or possessions.

## **2.7 Shared areas (communal)**

**Condition 36.** You must not cause an obstruction in any shared area, including balconies, garage and shed areas. You must co-operate with us to help keep shared areas clean and tidy.

Everyone living in a block of flats or maisonettes is responsible for cleaning the landing area outside their flat.

Condition 37. You must NOT:

- store or leave any personal belongings such as flower pots, children's buggies, bicycles, boots and shoes in shared areas
- leave your rubbish in shared areas
- use inflatables (or other paddling/swimming pools, trampolines, bouncy castles) in shared areas such as communal gardens without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times
- install swings and/or slides in communal areas
- use barbeques on balconies or in communal areas
- use a shared walkway/balcony/staircase to hang out washing
- store any items within communal area cupboards, communal loft spaces, intake, water tanks and communication equipment cupboards, other than allocated pram sheds
- adopt for sole use any communal area or land; for example landing, balcony, garden area, shared drying room, communal loft space. This also includes extending any existing individual garden.
- cut down, top, lop, uproot, damage or destroy any tree, shrub, plant or hedge on communal land
- store re-chargeable motorised vehicles without our express consent to do so
- use extension leads to charge/use any appliances on or within communal areas
- throw anything inappropriate down the communal rubbish chute; for example wood, bricks and children's buggies.

We reserve the right to remove any items that are placed in shared areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas, and recharge the cost to the tenant responsible where known.

Condition 38. You must co-operate fully with any measures we take to protect the security of your home and others' homes and you must keep all shared doors closed (for example: fire doors on landings).

Condition 39. You and/or anyone living with you or visiting you must not interfere with any equipment for detecting or for putting out fires in shared areas.

Condition 40. You must not install a gate leading on to shared footpaths and communal balconies without our prior written permission.

Condition 41. You must not erect any structure on communal land. This includes fencing off communal land.

Condition 42. You must not swap sheds with another resident without getting our prior written permission.

Not all flats are allocated with a shed. We reserve the right to take back the shed if it is swapped without permission or misused.

We will not be responsible for the loss or damage to any items stored in your shed. You will need to cover this on your own home contents insurance.

Condition 43. You must not use any shed for sleeping accommodation.

## 2.8 Improvements and alterations

Condition 44. You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. You may need to obtain other permissions such as planning permission or building regulations approval.

Condition 45. You will be responsible for maintaining and/or repairing any alterations or improvements that you have carried out to your home.

Condition 46. You must not make any alterations to any gas appliance or installation in your home (including any gas and electric meter and any other associated pipe work or equipment or lighting installations).

If you wish work to be carried out on such appliances or installations you must obtain our prior written permission before any work is carried out. Any such work may only be carried out by a suitably qualified Gas Safety Registered contractor. Failure to do so may have fatal results and we will regard it as a serious breach of your tenancy.

**Condition 47.** If you carry out any works without our permission and we incur costs for reinstatement works, we will recharge you for the cost of those works.

## **2.9 Right to Improve (secure tenants only)**

There are certain improvements for which you can claim compensation when you notify us that you are going to leave the property. We will be able to give you details of the improvements that qualify and the conditions that must be met under the Right to Improve scheme. **You must seek our written permission before carrying out any works under the Right to Improve scheme.**

**Condition 48.** You must obtain written permission from us before you erect, or arrange to have erected, any radio, television aerials, dishes, cameras/videos or any other electronic receiving equipment.

This is to prevent damage to the external fabric of the building as well as public safety considerations. Permission will not be unreasonably withheld for houses.

**Condition 49.** You must ask for our written permission to install hardwood, laminate or tiled flooring and provide us with a specification of the proposed works prior to installation.

## **2.10 Repairs and access to your property**

**Condition 50.** You must not cause damage to any of our fixtures and fittings, in your home or communal areas, deliberately or through misuse or negligence. You must not allow your visitors to do so.

If you do cause damage, or allow your visitors to do so, you will be responsible for repairing, renewing or replacing the damaged item. If you do not make good the damage caused, we may carry out the work and charge you for it.

**Condition 51.** You must get our written permission before you remove or replace any of OUR fixtures and fittings.

**Condition 52.** You are responsible for repairing and maintaining any fixtures and fittings YOU install.

We are only responsible for maintaining our fixtures and fittings. If you move, you must remove any fixtures or fittings that you have installed and put the property back the way it was at the start of your tenancy. If you remove your fixtures and fittings and do not replace them to our satisfaction, we will carry out the necessary work and charge you for it.

**Condition 53.** You must keep the inside of the property, the fixtures and fittings and all glass in the property in good repair during the tenancy.

**Condition 54.** You must report promptly any disrepair or defect where we are responsible for putting it right.

When you sign for your tenancy we will give you information about our website which shows you which repairs are our responsibility and which repairs are your responsibility. It tells you how long repairs will take and gives advice about items in your home that might need repair and what information you should give when you report a repair to us.

**Condition 55.** You must carry out any necessary minor repairs to your home.

**Condition 56.** You must not carry out noisy repairs/improvements such as drilling, sanding and loud hammering at the following times:

**weekdays 6pm – 8am**

**and weekend times as follows:**

**Saturday 5pm – Sunday 9am**

**Sunday 4pm – Monday 8am**



**Condition 57. You must allow our employees, representatives and contractors to come into your property to service any electrical and gas supplies and appliances that we are responsible for maintaining.**

**Condition 58. You must allow our employees, representatives and contractors into your property to carry out repairs, servicing, inspections, or other works, where we consider it necessary.**

**Condition 59. You must allow our employees, representatives and contractors into your property if we need to carry out work to an adjoining property, and there is no other reasonable means of access (examples of such works are, but not limited to, scaffolding, access to boundary walls, roofing, tree works).**

If we need to carry out any work to your property, we will give you adequate notice of the date and the reason. If you refuse us access, or we are unable to gain access, we will apply to the court for permission to gain entry to carry out the works.

If the court gives us permission, you will be responsible for the court costs and any additional costs that result from us not being able to gain access to your property.

If you live in a flat or maisonette we may need to carry out work or repairs on your block for which we will require access to a number of properties. If we need to come into your property, we will give you adequate notice of the date and the reason. If, on that date, we are unable to gain access to your property, we will force entry under certain circumstances. Those circumstances would be where:

- essential works could not be carried out unless all tenants give access on the date given
- other tenants would be caused extreme inconvenience or distress
- we would have to pay additional costs
- damage is being caused to communal parts; for example, service ducts.

The circumstances would be those that could result in a fire hazard, gas leak or flooding.

Our usual practice is to give at least 24 hours' written notice that we need to access your property. In case of an emergency or when urgent health and safety repairs are required, we may have to enter your property without giving notice and, if necessary, force entry.

If we need to carry out work to the outside of your block, we will ask you to remove objects from your individual balcony. If you refuse to remove them and your refusal means that we are unable to complete the planned work, we will move the objects and may dispose of them.

If we require access to your home and you prevent us from entering, and this causes further damage to your property or to another, we may charge you for any repairs that then become necessary.

You should always ask contractors or workers for official identification before you let them into your property. If they do not have proof of identity, you can refuse to allow them into your home.

## **2.11 Fences**

**Condition 60. You are responsible for keeping dividing fences in good repair and not causing any willful damage to fencing.**

We will only repair or replace boundary fences and gates where the fence separates your garden from a public right of way; for example, a road or alleyway. We will not necessarily replace any such fencing in a similar style or material as the previous one.

## **2.12 Temporary vacation of property**

**Condition 61. Where we consider it necessary to carry out repairs, improvements or other works which cannot be carried out with you and members of your household living in the property, we will try to re-house you temporarily in a suitable alternative property. If you are moved to an alternative property, you must return to the original property once the works have been completed.**

## **2.13 Gas safety**

**Condition 62. You must allow our employees or contractors access to your home to carry out a gas safety inspection.**



**Condition 63.** You must ensure that you have sufficient credit on the gas and electric meters to enable the checks to be carried out.

We will give you written notice unless it is an emergency. If you do not let us in, we may take legal action to make you let us in or to allow us to force entry to your home. We may recover any reasonable costs from you associated with such action.

## **2.14 Health and safety**

**Condition 64.** You must not do anything in or outside your home that may cause a danger to anyone in your home or in the locality including:

- throwing anything through or out of the windows or your home, balconies or roof or sweeping and/or wash offensive material on to the premises below
- placing anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or in the locality
- causing a blockage to the drains and pipes, gutters and channels in or about the property by spilling or pouring in shared areas, oil, petrol, cooking oil, fat and oil based paint or other chemical substances or pouring the same down any drains or gullies
- altering the fire rating of your property by removing walls, doors and door closers
- removing external doors and replacing them with doors which do not comply with fire regulations
- propping open any communal fire doors
- storing items inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests
- installing metal grilles to windows and external doors which may cause a fire escape hazard
- storing items, waste and personal possessions, which prevent the use of a room or space within the property.

**Condition 65.** You must provide a safe environment for staff and contractors visiting your home including not smoking in the same room where a member of staff or a contractor is working immediately before and during the visit.

**Condition 66.** If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, you must keep it in working order by replacing batteries and reporting when there is a defect.

**Condition 67.** You must not keep or store dangerous, offensive or flammable materials or appliances at your home, or in communal areas, apart from those that may reasonably be needed for general household or medical use.

**Condition 68.** You must not use portable heaters that burn oil, paraffin, gas or other combustible materials without our written permission.

**Condition 69.** You must not interfere with the electric or gas supply.

**Condition 70.** You must not interfere with any equipment for detecting or putting out fires.

**Condition 71.** You must not use any shed/ pram shed/ garage/outbuilding in a way which causes a hazard, such as by storing flammable material.

**Condition 72.** You must not leave drug paraphernalia in any area where others might come into contact with them.

**Condition 73.** You must dispose of any hazardous waste safely and hygienically.

This will include such items as syringes, nappies and sanitary and incontinence pads, batteries and household appliances.

**Condition 74.** You must not allow children on to balconies, or any other area which could prove dangerous, without responsible adult supervision.

**Condition 75.** You must not allow anyone into shared areas of the block unless you know that they have a right to be there or allow anyone to follow you through a controlled door without permission.

## **2.15 Pet(s) and animal(s)**

**Condition 76.** You have the right to keep one pet, or animal such as a cat, a dog, small bird, fish, non-poisonous insect, spider, small snake or lizard, rabbit hamster, guinea pig, mouse, gerbil or domestic rat as long as they do not cause damage to the property, or nuisance or annoyance to anyone in your locality.

If you live in a flat, maisonette or house with direct access to a private garden, you may be allowed to have more than one pet. You will need our written permission.

If you live in sheltered accommodation, you are required to nominate a friend or relative to take responsibility for your pet if you are taken into hospital or otherwise unable to look after it.

Pets must be kept in appropriate enclosures which are adequate for their needs and from which they cannot escape and with regard to their well-being.

**Condition 77.** You must inform us of details of pet(s) (and working dogs for example; guide or hearing dogs) before they are brought into the household.

**Condition 78.** Dogs, other than guide or hearing dogs, are not allowed in play areas.

**Condition 79.** You must always keep your dog(s) on a lead in communal areas and on our land.

**Condition 80.** You must ensure your dog(s) does/do not foul communal areas, estate roads or our land, including play areas. Dog faeces must be disposed of hygienically such as in dog waste bins.

**Condition 81.** If your pet(s) or animal(s) is/are causing a nuisance, annoyance or disturbance to others, or is/are being treated inappropriately or cruelly, we will take action and give written notice asking you to remove it/them from your home.

**Condition 82.** You must not:

- (a) breed any pet or animal at your home
- (b) encourage wild animals or wild birds, including pigeons, by feeding them. The feeding of wild birds is permitted providing that the food is contained in a suitable bird feeder.
- (c) allow any animal droppings to build up in your garden and/or balcony and you must keep these areas free from pigeon droppings.

## **2.16 Gardens**

**Condition 83.** You must keep your garden (including any remote garden) well maintained at all times.

You are responsible for maintaining all parts of your garden; including pathways, grass, sheds, plants, bushes, hedges and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).

We reserve the right to take back possession of any remote garden which is not maintained.

**Condition 84.** You must keep hedges, trees and shrubs at a manageable height. They should not hang over a public right of way, cause an obstruction or a nuisance to neighbouring properties.

**Condition 85.** You must not plant climbing plants for example; ivy, against the building which might damage the fabric of the building. You must also remove self-seeding climbing plants and self-set trees. We reserve the right to recharge for the cost of removal of any such vegetation and any associated structural repairs.

**Condition 86.** You must keep any garden and path clean tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods and mattresses in your garden for an unreasonable period of time. (That is, longer than the council's refuse collection cycle).

**Condition 87.** You must obtain our prior written permission if you wish to plant a tree, cut one down, put up or take down and replace any fence or wall. If you install your own fence or wall, then you will be responsible for its maintenance.

**Condition 88.** You must not erect a greenhouse, garage, car port, shed, garden pond or summer house at your home without getting our prior written permission. You will be responsible for maintaining any structures that you erect. You will be responsible for obtaining any necessary Planning or Building Control permissions.

**Condition 89.** You must not attach to any part of your property, including to external walls, fences or other structures, any barbed wire, broken glass or other material which is likely to cause personal injury to anyone.

If we decide that tree management works are required to any tree in your garden, subject to any Tree Preservation Orders, we will advise you of what you must do. If you fail to comply with our request, we will carry out any necessary works and recharge you for the cost.

## **2.17 Vehicles and parking**

**Condition 90.** You must not park any vehicle that is untaxed or is unroadworthy on any part of your estate or housing land.

We do not accept liability for any vehicle, fittings/components, or any contents of any vehicle parked on the estate.

We may remove and destroy any illegally parked, abandoned, dangerous or unroadworthy vehicle and charge the owner for our costs. This also applies to any vehicle not displaying a valid tax disc or a valid parking permit where one is needed.

**Condition 91.** You must not park caravans, boats, trailers, burger vans, or vehicles used for business purposes on the estate or road next to your house without our written permission.

**Condition 92.** You must park legally and considerately and make sure that you do not cause any obstruction or nuisance or annoyance. This includes obstructing access for emergency vehicles, access to garages, refuse stores and grounds maintenance access points.

We will not be responsible for damage to your vehicle if we or the emergency services have to remove it.

**Condition 93.** You must not carry out repairs, other than minor routine servicing, to your vehicle on the estate or on any roads in the locality.

**Condition 94.** You must not leave a vehicle in a state of disrepair, or any parts of vehicles on the estate or on any roads in the locality.

**Condition 95.** You must not park SORN (Statutory Off Road Notification) vehicles on our land, including blocks/estate land, other than in your own drive/garden (in the case of a house). You can only keep SORN vehicles in your private garden/drive with prior written agreement from us for no longer than 12 months. We reserve the right to remove vehicles after 12 months after giving you 28 days written notice.

**Condition 96.** You must not build a garage, hard-standing or driveway without obtaining our prior written permission. You will also need Planning permission, Building Control approval and /or Highways approval. If you wish to install a dropped kerb, you must contact the Highways Department to obtain the relevant permission.

**Condition 97.** You must not park or permit visitors to park or drive on common grassed areas, verges (hard standing or grassed) or pavements outside or leading to your home. We reserve the right to recharge for costs arising from repair of any damage caused.

**Condition 98.** You must not use any communal land for the purpose of buying or selling vehicles, or repairing vehicles as part of a business enterprise.

**Condition 99.** You must not keep mopeds or motorbikes inside your home, in internal or external sheds, or in indoor communal areas, for example, landings, stairs, entrance and any internal area used by tenants.

This could put others at risk and any such vehicle found in internal communal areas will be removed.



## 2.18 Ending your tenancy

**Condition 100. You must give at least 4 weeks' notice in writing if you are going to end your tenancy. If we offer you a transfer, we will set the date for termination. If you do not give proper notice, your tenancy will not end and you will continue to be responsible for the rent, service charges and any other payments due in respect of your tenancy.**

The 4 weeks' notice must end on a Sunday.

If you are unable to give 4 weeks' notice, we may accept surrender of your tenancy earlier unless you are a joint tenant seeking to terminate it without the consent of the other joint tenant(s). As soon as you know you are leaving, you must contact us to discuss what you must do on surrender.

You can give notice to end your tenancy by writing to the address below:

Enfield Council  
c/o Enfield Homes  
The Edmonton Centre  
36-44 South Mall  
London N9 0TN

This is the address to which any Notices served on us should be sent.

Whether you or we end the tenancy the following conditions apply:

**Condition 101. You must return all keys, including all main door entry controlled system keys or fobs, for the property to us at the above address by 12 noon on the Monday of the week you leave.**

**Condition 102. You must pay the rent and any other charges up to the date that your tenancy ends.**

If you owe us money when you leave, you must make arrangements to repay the debt. If you do not, or if you make an agreement but do not keep to it, we may refuse to grant you another council tenancy. We will take legal action to recover the debt.

**Condition 103. You must not leave anyone living in your home when your tenancy ends.**

If there are people living in the property when your tenancy has ended, we will take action to evict them and charge you for the cost of the action. We may also charge you use and occupation charges for the property until the person is removed.

**Condition 104. You must leave your property and garden in good repair and clean and tidy, with all fixtures and fittings in the same condition when you move out as they were at the start of the tenancy except for fair wear and tear.**

We will charge you the cost of repairing any damage, installing missing or damaged fixtures and fittings and the cost of any cleaning that is necessary.

**Condition 105. You must remove all rubbish, personal effects, including fitted carpets or other floor coverings and furniture from inside the property and garden, and any of your belongings or rubbish from communal areas. For further details see our website for advice and our Clean and Clear policy.**

**We cannot store tenants' belongings left on the premises after the tenancy has been terminated and the keys have been returned to us because the cost and conditions of insuring against loss and damage would be complicated and unreasonably expensive.**

Therefore, we will get rid of any items that are left at the end of the tenancy and charge you the cost of removal. If we do not know your forwarding address, we will put the debt into an account in your name and pursue the debt.

When you leave your home, it is your responsibility to ensure that we have your forwarding address in writing.

**Condition 106. You may not be granted another council tenancy if you:**

- are evicted from this council tenancy
- abandon this property and do not return the keys
- owe rent on this or a previous property
- leave this property in a poor condition and fail to pay for repair and replacement.

If you need advice on ending your tenancy, please discuss this with us.

## Section 3



# Our responsibilities

### 3.1 Repairs and maintenance

We will keep in good repair the structure and outside of your property, including drains, gutters and external pipes. This will not apply if the damage is caused deliberately or through misuse of the property by you, your household or visitors.

We will keep in good repair and proper working order the installations in the property for the supply of water, gas, electricity, sanitation, heating and hot water. This will not apply if the damage is caused deliberately or through misuse of the installations by you, your household or visitors.

Our responsibility for repairing the internal structure of your property and the above installations only begins when we are told that a repair is needed.

If we are aware of damage that was caused by you which you refuse to repair, if it is dangerous to others, we will carry out the repair. We will charge you the cost of any work that is necessary to remove the danger.

The repairs part of our website will tell you our policy on repairs, and sets out which repairs are our responsibility and which are your responsibility.

We will keep in good repair all communal areas and amenities.

We are responsible for making sure that communal and external areas are in a reasonable condition, even when we are not told that a repair is needed.

We will carry out an annual gas safety inspection and an annual service of our gas appliances.

### 3.2 Right to Repair

We will pay you compensation if certain urgent repairs are not carried out within specified time limits decided by law.

This is the Right to Repair scheme and the details of the repairs that qualify for this, and the time scales, are on our website.

### 3.3 Major Works Improvements

We will seek and consider the views of all affected tenants on any proposed major repair and improvement scheme.

### 3.4 Consultation and information

We will consult you about important changes to the way in which the Housing Service is managed, particularly those relating to your tenancy.

We will provide you with information about our performance, how the Housing Service is paid for and how your money is spent. Performance information is available on our website.

We will make sure that any information about you is held in a way that complies with the Data Protection Acts.

We keep information about you that we need, to provide you with a service. Such information will be confidential and we will use it only for the purpose for which it was obtained, and will keep it as accurate and as up to date as possible. This information is held on computer and manual records, and you have the right, provided certain conditions are met, to see it.

### 3.5 Quiet enjoyment

We will not interfere with your quiet enjoyment of the property as long as you, your household and any visitors to your property, keep to the conditions of this Tenancy Agreement. If we need to gain access to your property in an emergency, we have the right to do so without giving you notice. If we have to force entry, we will make sure that your property is secured before we leave.

We have a legal responsibility to allow you, as long as you pay your rent and keep all other tenancy conditions, to live peaceably and without any interference from us or anyone acting on our behalf.

If we need to come into your home, we will give you a minimum of 24 hours' notice wherever we can. However, there are situations where we might have to gain immediate access. If in such a situation, we could not gain access, we have the right to force entry into your property.

The situations where we have this right include those where we believe:

- that water or sewage flowing into another property is from your home
- there is a gas leak in your property
- there is an animal in distress in your property
- our assistance is urgently needed in your property.

### **3.6 Conduct and behaviour**

We will work with you to keep your estates and locality safe and free from anti-social behaviour and behaviour which causes a nuisance and/or distress to residents:

If a tenant or a member of their household or their visitor behaves towards you in a way that causes you nuisance or annoyance, we will tell you what action you can take against the person who is breaking the conditions and explain what we can do to help you.

Our statement of policies and procedures on tackling anti-social behaviour is available on our website or by request to an officer.

### **3.7 Equality and diversity**

We will act fairly in all matters connected with your tenancy and will not unlawfully discriminate against you or disadvantage anyone on the grounds of age, religious belief or faith, disability, ethnicity, gender, gender reassignment or sexual orientation.

### **3.8 Courtesy**

Our officers and anyone acting on our behalf will treat you with courtesy and respect.

If any of our officers or representatives fails to do this, you can make a complaint through our complaints system.

### **3.9 Transfers**

We will consider any application you make for a transfer to another property in line with our Allocations Scheme.

The offer of a new tenancy within this borough will depend on the urgency of your housing need compared with the needs of other transfer applicants and also on the accommodation available. If you have enough priority to qualify for an offer, you may be eligible to bid for vacant council or housing association homes advertised on our bidding system (see Enfield Council's website at the housing pages at [www.enfield.gov.uk](http://www.enfield.gov.uk) for more information).

### **3.10 Variation of tenancy conditions**

If we want to change or vary any conditions of your tenancy, we will send you a notice:

- telling you that we are going to serve a Notice of Variation
- explaining what the changes are and their effect
- inviting you to comment on the proposed changes within a given time.

We will consider your comments before we decide whether to go ahead with the changes. When we serve the Notice of Variation it will:

- give details of the changes
- say when the changes begin
- be served at least 4 weeks before the date of the change.

### **3.11 Right to succeed**

When you die your tenancy will pass to your husband, wife or civil partner or cohabitee of more than 12 months' duration if they were living with you at the time of your death. This is called 'succession'. If you do not have a husband, wife, civil partner or cohabitee of more than 12 months' duration, the tenancy can pass on to a member of your family if they had been living with you continuously for the 12 months before your death. If a joint tenant dies, the tenancy will pass to the other joint tenant and this will count as a succession. The law only allows one right of succession.



If you are a sheltered housing tenant, your spouse, civil partner or cohabitee of more than 12 months' duration will succeed to the tenancy as long as they were living in the property as their only or main home with you at the time of your death. If you do not have a spouse living with you, the tenancy could pass to a partner or family member as long as they are eligible for sheltered housing and were living with you for at least 12 months before you die. Failing this, we may consider granting a tenancy of another suitable property.

### **3.12 Right to assign**

If you are a secure tenant or an introductory tenant, you can under certain circumstances, assign (legally transfer) your tenancy.

If you are a secure tenant or an introductory tenant, the law allows you to assign your tenancy to a person who would have been able to succeed to your tenancy if you had died immediately before assigning it. This means that, if you are a sole tenant, you can assign your tenancy to your spouse, civil partner, or to a family member, including cohabitee, or same-sex partner who has been residing with you for 12 months at the time of assignment. If you are a joint tenant you cannot assign the tenancy to another family member if they are not the other existing joint tenant. Effecting an assignment means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned.

If you are a secure tenant, you have the right, provided certain conditions are met, to assign your tenancy by exchanging with one of our tenants or the tenant of another local authority or a housing association.

This right of mutual exchange does not apply to introductory tenants.

The court has the right to assign a secure or introductory tenancy on the breakdown of a marriage or relationship.

If you are a joint tenant and your relationship has broken down and you wish to transfer the tenancy into your sole name, we will ask you to obtain a court order from the County Court.

You must not assign your tenancy unless you have our written permission to assign your tenancy.

If we have begun court action against you for any breach of the Tenancy Agreement, or any other matter such as an injunction, we will refuse your request for a mutual exchange.

### **3.13 Right to Buy**

Existing secure tenants will normally have the Right to Buy the freehold or leasehold of your home after they have been a tenant for 5 years.

You cannot buy your property during your introductory tenancy, but your period of introductory tenancy will count towards the 5 years.

If you are a sheltered housing tenant, under the Housing Act 1985, you do not have the right to buy your home.

If you have been guilty of anti-social behaviour, we can apply to court to request an order suspending your right to buy for a period that the court may specify.

You will not have the Right to Buy if we have obtained a suspended Possession Order against you.

### **3.14 Right to manage**

This allows tenants' organisations to take over the management of their homes and to run services that we would normally be responsible for such as rent collection and the repairs service. A tenants' organisation is eligible for the right to manage if it can show that it represents the views of all its members and does what they ask of it.

### **3.15 If we end your tenancy**

We may terminate your tenancy by leaving at your property, a Notice of Seeking Possession or a Notice to Quit or any Notice required by law.

All notices we leave in connection with your tenancy, including any Notice of Seeking Possession or Notice to Quit or other similar Notice, will be treated as properly served and received by you if left at the tenancy address, addressed to you.

This means that if we leave a Notice to Quit or a Notice of Seeking Possession addressed to you at your tenancy address, even if you are not living there, the court will recognise this as legal service of the notice.

If we serve a Notice of Seeking Possession on you, or any legal notice, the notice will contain reasons for our actions.

### **3.16 Housing related support**

If you are an Enfield sheltered housing tenant, you may receive certain support services from the council, such as a daily visit from your Sheltered Housing Officer, in exchange for an extra charge added to your rent.

### **3.17 Welfare Benefit Reform**

Through the Welfare Reform Act, the government has introduced new rules for the receipt of welfare benefits. For further information, and to see if you are affected, please contact us.

### **3.18 Prevention of Social Housing Fraud**

The Prevention of Social Housing Fraud Act 2013 has been introduced which makes it a criminal offence to fraudulently sub-let social housing. The offences are punishable by a prison sentence, a large fine and/or an order for the repayment of any profits earned.



## Section 4

# Appendices



This section does not constitute part of your terms and conditions.

### Appendix 1

#### Explanation of words used in this agreement

##### Abandon

When a tenant leaves their home without surrendering the tenancy, either by notifying us or ending the tenancy formally by serving a notice of termination on us.

##### Anti-social behaviour

Behaviour causing, or likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

##### Assign

To transfer the tenancy during the tenant's lifetime.

##### Breach

To break or to fail to keep the conditions of the Tenancy Agreement, such as paying rent.

##### Civil partner

A person of the same-sex with whom you have registered your relationship as a civil partnership as from 5 December 2005.

##### Direct access

This means you have a front, side or back door that leads straight into your private garden.

##### Domestic abuse

Domestic abuse can be in the form of abuse including threatening behaviour, violence or abuse (physical, sexual, financial, psychological and emotional) between people who are, or were in an intimate relationship or close family relationship regardless of gender or sexuality (this includes forced marriages). Domestic abuse can be against anyone of any age and any background.

##### Fraud

When someone gives false or misleading information or takes action in order to get something which they would not otherwise be entitled to; for example, money, welfare benefits or a tenancy.

##### Fixtures and fittings

All appliances and furnishings in a property, including installations for supplying or using gas, electric and water.

##### Garden

The outside space which is let with your dwelling and is for the sole use of you and members of your household.

##### Harassment

To keep doing something to someone which they find annoying or upsetting. Harassment need not necessarily be abusive or violent.

##### Insurance

Liability cover provided by a company to protect goods and belongings in the event of damage.

##### Joint tenant

If more than one person has signed the Tenancy Agreement, then 'you' mean the joint tenants together and individually. Joint tenants have a shared interest in the property for the whole period of the tenancy. You are jointly and individually liable to pay the charges and for all the obligations under the tenancy.

##### Locality

The area in which you live including the estate you live on, the streets and all other areas around your home and the neighbourhood.

##### Lodger

Someone who pays to share your home with you but does not have an exclusive right to any part of it. A lodger would often pay rent that includes a payment for other things such as meals and/or cleaning.

**Members of your household**

Any person living at your property, either permanently or temporarily, even if their permanent address is elsewhere. This includes all members of your family living at the property, any relatives, friends or other lodgers staying with you and any sub-tenants of your property.

**Mutual exchange**

Exchanging your tenancy with another person by mutual agreement when permitted.

**Negligence**

When you fail to do something that it is your responsibility to do.

**Neighbour**

Includes anyone living in the area local to your home, including other tenants, people who own their own homes and local businesses.

**Notice of Seeking Possession**

This is a legal notification served on a secure tenant as the first stage before starting court action.

**Notice of Possession Proceedings**

This is a legal notification served on an introductory tenant as the first stage before starting court action.

**Notice to Quit**

This is a legal notification, usually of 28 days, served on a tenant to formally end the tenancy where security of tenure has been lost. Alternatively, it is also legal notification from a tenant that they will be giving up the tenancy.

**Nuisance**

Something that causes annoyance and/or distress.

**Overcrowding**

This is when a property has too many people occupying it.

**Partner**

Husband or wife or a cohabitee, including same-sex partner, who lives with you in a long-term or stable relationship.

**Permission (or consent)**

Where, in this agreement, it says that you must ask for permission or consent to do something, you must put your request in writing. This can be by letter or email. You must receive written permission from us before doing whatever it is that requires our consent.

**People residing in the locality**

All people living or staying, temporarily or permanently, in any part of the estate or locality in any type of property, whether rented or owned.

**Possession**

This is when the council takes back vacant use of a property by serving notice and taking court action. A Possession Order can be suspended on terms or take effect immediately.

**Property**

The dwelling, garden, yards, sheds and any other space which this Tenancy Agreement makes available for the sole use of you and your household.

**Relative**

Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children. This includes relatives by marriage.

**Remote gardens**

Some flats are allocated with individual gardens which are separated from the main dwelling by things such as footpaths or drying areas.

**Representative**

Someone who is acting on our behalf.

**Shared areas (communal)**

The parts of the building or estate which all tenants and leaseholders can use, for example, halls, landings, foyers, stairways, landings, lifts, bin stores, shared gardens, landscaped areas, car parks and any other area accessible to more than one household.

**Sheltered housing**

Accommodation targeted for people over 60 years of age. However, people under 60 with support needs will also be considered.

**Spouse**

The person you are legally married to, including a registered civil partner.

### **Statutorily**

By means of the written law.

### **Statutory Off Road Notification (SORN)**

A notice that declares a vehicle's status to the authorities when it is kept off the road and is on private land. The notice must be applied for from the Driver and Vehicle Licensing Authority (DVLA).

### **Sub-let**

Giving another person (lodger who pays you money) the right to live in part of your home with our agreement. You will be in breach of the Tenancy Agreement if you sub-let the whole of your property.

### **Succession**

The transfer of a tenancy on the death of a tenant.

### **Surrender**

An unwritten agreement between the landlord and the tenant or joint tenant(s) to bring the tenancy to an end. The tenant surrenders by taking steps that can be interpreted as giving up their tenancy, such as emptying their property and giving up their keys.

### **Unroadworthy**

This describes a vehicle which is designed to be used on a road but which is either untaxed and/or has, or appears to have a fault or faults which would, to common knowledge, make it unsuitable or unsafe for use on the public highway.

### **Unsociable hours**

Late evenings, night time and weekends when people are relaxing or sleeping.

### **Visitors**

Anybody who visits you or any member of your household at your property and is allowed by you, or any member of your household, to come into the property.

### **Welfare Benefit Reform**

Changes in the way welfare benefits are being assessed and dealt with. These changes are taking place in stages between 2012 and 2014.

### **Written permission**

A letter from us allowing you to do something. If the permission includes conditions that must be met, and you do not carry out these conditions, this means the permission is automatically withdrawn as if it had never been given.

## **Appendix 2**

### **Role and responsibilities of officers dealing with your tenancy**

Income Officers are responsible for collecting rent.

Tenancy Management Officers are responsible for dealing with tenancy audits, successions, assignments, changes in tenancy and mutual exchange visits.

Anti-Social Behaviour Officers deal with reports of anti-social behaviour, neighbour disputes, hate crime and domestic abuse.

Estate Quality Monitoring Officers deal with any issues maintaining the estate environment, estate parking and communal repairs.

Customer Services Officers are the first point of contact when you telephone or visit us. They raise repairs and will direct your enquiries to the appropriate team.

Community Engagement Officers deal with resident associations and resident involvement.

Communal Services deal with caretaking and grounds maintenance on estates.

The Sheltered Housing Service provides supported accommodation for older residents and people with support needs.

02083451157

Police office Enfield Town



CRIMINAL JUSTICE SYSTEM

0208 721 4131

774131

77/4124  
77/4083



Mr [REDACTED]  
Burncroft Avenue  
Enfield  
EN3 7JQ

Witness Care Unit  
Holborn Police Station  
10 Lamps Conduit Street  
Holborn  
London WC1N 3NR

0208 247 7530  
10am - 2pm Mon-Fri

7th October 2016

Dear Mr [REDACTED]

**Case Against Simon Cordell**  
**Unique Reference Number 01YE0355816**

I am writing to confirm that you are required to attend court to give your evidence.

At the hearing on 5th October, 2016 at Highbury Corner Magistrates Court, Simon Cordell pleaded "not guilty" to the following offences:

- 1 Use threatening / abusive / insulting words / behaviour with intent to cause fear of / provoke unlawful violence
- 2 Criminal damage to property valued under £5000

The defendant is on bail with the following conditions: not to contact you or attend your address and to reside at a designated address known to police. If you witness the defendant breaking these conditions, call 101 or in an emergency, 999 immediately.

A trial has been arranged to take place at Highbury Corner Magistrates Court at 13:30 p.m. on 17/11/2016. On arrival, please make your way to WITNESS SERVICE and you wait in their suite which is separate to the public and read through your statement. Please collect a blue claim form to claim any expenses of loss of earnings.

If you do not attend a WITNESS SUMMONS may be issued to enforce your attendance.

256 25

Please confirm if you wish for your contact details to be passed onto the Witness Service. They offer support to victims and witnesses, on the day you attend court and they can arrange for you to visit the court, before the day of the trial, so that you can have a look around. If you would like to visit the court please contact the Witness Service on **0300 332 1000**

Thank you for your assistance as a witness, as giving evidence is very important and your help is greatly appreciated.

Yours sincerely

Thomas Jones  
Witness Care Officer

**What you should do now**

- ❖ Please call WITNESS CARE to confirm that you will be attending.
- ❖ Please attend Highbury Corner Magistrates court at 13:30 p.m. on 17/11/2016
- ❖ For further information about being a witness, visit:  
<http://www.justice.gov.uk/victims-and-witnesses/working-with-victims-witnesses>

257 26





Highbury Corner Magistrates' Court  
Code 2572  
North London Admin Centre  
PO BOX 52 3 London N7 1AF  
Telephone 020 7506 3100 Fax 0870 739 5768

Mr Simon CORDELL  
109 Burncroft Avenue  
Enfield  
Middlesex  
EN3 7JQ

Case number: 011402490741  
Born: 26 January 1981

### Anti-social behaviour order on application

#### Order

You must not

- a. Attend a rave as defined by s.63(1) of the Criminal Justice and Public Order Act 1994;
  - b. Be concerned in the organisation of a rave as defined by s.63(1) of the Criminal Justice and Public Order Act 1994
  - c. Knowingly using or supplying property, personal or otherwise, for the use in a rave as defined in s.63(1) of the Criminal Justice and Public Order Act 1994;
  - d. Enter or remain in any disused or abandoned building unless invited to do so in writing by a registered charitable organisation or Local Authority
  - e. Enter or remain on non-residential private property on an industrial estate between the hours of 10pm and 7am without written permission from the owner and/or leaseholder of the property; and
  - f. Engage in any licensable activity in an unlicensed premises
- For the sake of clarity, nothing in this order prevents the Defendant from assisting, preparing for or engaging in licensed licensable activities

This order lasts for 5 years.

#### Warning

If you do not obey any part of this order you will commit an offence and may be fined or sent to prison for up to five years.

*J. Vantighem*  
D.D.J.

J. Vantighem

Date: 4 August 2015

Justices' Clerk

Mr Simon CORDELL

4 August 2015/ASBO\_16\_0/1584095/1

258

27


ASB Interview Record

<u>Name Of Interviewer(s)</u> Sarah Fletcher		<u>Name Of Interviewee(s)</u> Mr Markandu Mathiyalagan.	
<u>Date Of Interview</u> 11-11-16		<u>Reason for Interview</u> ASB Complaint.	
<u>Start Time</u> 10:05 am	<u>End Time</u> 11:15 am	<u>Location</u> Green Towers meeting rm.	

Interview Details

Resides at 117 Burncroft Avenue - placed by Waltham Forest District Council (temp. accommodation) - has lived there for 2.5 yrs.  
 Household: Mr + Mrs Mathiyalagan + 2 yrd old daughter.

Complaint re: Mr Cordell, 109 Burncroft Avenue  
 Have been experiencing issues for about 13 months:  
 Mr Mathiyalagan was approached by Mr Cordell asking him to write a letter of support in relation to a problem he was having with the lady who used to live at 113 Burncroft Avenue. Mr Mathiyalagan told Mr Cordell that he did not wish to get involved as he had no problems with the lady that lived at 113 (this lady moved out earlier this year).

Since then, Mr Cordell has made living in this block difficult for Mr Mathiyalagan's family.

Signed, Printed And Dated (Interviewers)

~~Fletcher~~ 11-11-16  
 SARAH FLETCHER

Signed, Printed And Dated (Interviewees)

M. Mathiyalagan 11.11.16  
 MATHIYALAGAN MARKANDU





Interview Details

Incidents include:	
- Threatening / intimidating behaviour - aggressively demanding money (6-8-16) (27-9-16) (28-9-16)	
- Constantly going on about noise - Mr Mathiyalakan	This is unjustified as family to be quiet / daughter toddling / no carpet / no padding
- Tyres slashed on car (all 4):	
- Living in fear → wife + child	→ No complaints from
(When Mr Mathiyalakan goes to work, they are frightened to stay at home so accompany him and stay in car)	113 (new resident since young man) Summer 2016
- Damaged fuse box resulting in no electricity (8-8-16)	
⇒ Suspect that Mr Corbell uses drugs / possible mental health issues.	
⇒ Has a big dog that he brings out with him when he approaches	
⇒ Has put a camera on his door (facing communal area)	
- Physically threatened with a piece of wood.	
o Have reported all of the issues to the police	
o Have tried to report the problem to Waltham Forest District Council (Jabin, Kehinde, Ibrahim?)	
↳ temp. accommodation team:	
Tues 16-10-16 Ibrahim	020 8496 5503 /
Fri 12-8-16 Kehinde	5501 / 5502.
↳ Advised to contact Enfield Council about Mr Corbell.	
o Have written to MP.	
<b>Signed, Printed And Dated (Interviewers)</b>	<b>Signed, Printed And Dated (Interviewees)</b>
 SARAH FLETCHER 11-11-16	11-11-16 Mathiyalakan MATHIYALAKAN MARK KODDI

**To be agreed and signed for before the end of the interview**

261 30

Home visit conducted on Friday 4th Nov 16. And emotional support was provided. At the time [REDACTED] was having problems remembering the timeline of dates pertaining to incidents. [REDACTED] said he was quite friendly with Simon Cordell – leading up to current events – and was somewhat perplexed as the sudden change in the attitude of the accused.

[REDACTED] and alleged other residents felt the problem could have something to do with a resident named [REDACTED]. [REDACTED] has since moved – [REDACTED] made reference to Simon Cordell boasting in having something to do with her departure..

[REDACTED] was trying to recall events and said it could have been in the month of July, – when Simone Cordell shouted abuse and swore at him and threatened to burn his flat down – Mr [REDACTED] did not call the housing or police to report the threat. His friend, another resident who did not want his name mentioned, said that it was it was on 6th July. Mr [REDACTED] could not quite remember when the second incident occurred but said that it was around mid-September. Simon Cordell approached Mr [REDACTED] outside his flat, when Mr [REDACTED] was on his way to the fields – and threatened him. A lady called Karen also a resident of Burncroft witness the threat and asked Mr Cordell to leave the viw alone. With encouragement from other residents – Mr [REDACTED] called the police a few days after the threat to make a report.

Mr [REDACTED] said the police a lot of police some with riot gear – entered his flat with officers posted to the front and rear of the building. They managed to coax Mr Cordell out of his flat and arrested him.

The case has since been heard in court and Simone Cordell pleaded not guilty. He has been bailed with conditions – to stay away from Mr [REDACTED] and also not to enter the Burncroft area.

Mr [REDACTED] is required to stand witness in court on the 17th Nov 2016. However, Mr [REDACTED] is feeling quite anxious and feels there may be reprisals to him giving evidence. I asked Mr [REDACTED] if he would like me to attend the hearing in support he said yes he would not mind. I also visited another resident Christine – to get her account of things.

#### Action

- Contact the witness service and arrange a pre-court trial visit and other assistance.
- Possibly arrange transportation on the day of the hearing – and for the pre-court trial visit

Any other assistance/support we can provide Mr [REDACTED] with.

Jean Barton

ASB Victim Support

## CASE HISTORY



**Case17753 George Quinton**  
**NEIGHBOUR Active ,Phone call with Victim**

**Involved Persons****CLIENT (VICTIM) George Quinton,****Relationship to Cases**

Client (Victim) in CASE 17753

**Incidents in which Person is involved**

Witness :

**Current address**

113 Burncroft Avenue, Enfield, EN3 7JQ

**Main phone**

07708934948

**Gender**

Male

**DOB**

21/12/1995

**Age band**

18-24

**Ethnic origin**

Other

**Appearance**

Male, 20 yrs old, Other,

**CLIENT (ACCUSED) Mr Simon Cordell,****Relationship to Cases**

Client (Accused) in CASE 16175

Client (Accused) in CASE 17753

Client (Accused) in CASE 17818

Client (Accused) in CASE 17834

Client (Accused) in CASE 18169

**Incidents in which Person is involved**Witness : COMPLAINT: NO SPECIFIC DATE -  
Threats and intimidation (General)Witness : INCIDENT: SINCE 05 Oct 16 - Threats and  
intimidation (General)Witness : COMPLAINT: NO SPECIFIC DATE -  
Making threatsWitness : INCIDENT: SINCE 06 Aug 16 - Threats and  
intimidation (General)

Witness :

**Current address**

109 Burncroft Avenue, Enfield, EN3 7JQ

**Main phone**

020 8245 7454

**Gender**

Male

**DOB**

26/01/1981

**Age band**

35-44

**Ethnic origin**

White/Black Caribbean

Home visit to Ms Deborah Andrews flat. Attendees  
 Dawn Allen TMO and CPN Bola Quadri Home visit to  
 Ms Andrews advised that her neighbour at number  
 109 has for the past few months harassed,

**Notes about this person**

intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the time this matter is resolved. She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

**Appearance**

Male, 36 yrs old, White/Black Caribbean,

**History**

**05/10/2016 : Threats and intimidation , Date reported : 06/10/2016**

Threats and intimidation (General)

Perpetrator has been harassing complainant for a while in relation to alleged noise nuisance. Yesterday evening the perpetrator was banging on the ceiling (the complainant lives above perpetrator) and then came upstairs and tried to kick the door in. He was very aggressive, shouting through the door. He then went outside, dragged the complainants motorcycle from its parking space and started smashing it up. The police were called and the perpetrator was arrested.

**Referral Details**

**06/10/2016 :**

Organisation making referral

Housing Anti-Social Behaviour Response Team

**History**

**06/10/2016 : Contact Complainant , 06/10/2016 : Contact Complainant , 06/10/2016 : Contact Complainant , 06/10/2016 :**

Social worker for George Quinton (complainant) is Blossom Nation (Triangle Hse) 07947 406 733

**10/10/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**19/10/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**08/11/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**21/11/2016 : 21/11/2016 : 28/11/2016 : 29/11/2016 :**

Copy of letter sent to Mr Cordell giving him until 25/11/16 to remove the CCTV he installed on the internal communal door attached.

**06/12/2016 :**

Letter of complaint received from Mr Cordell's mother, copy attached.

**16/12/2016 : 11/01/2017 :**

I met with Mr Quinton today at the Civic Centre to discuss his complaints against Mr Simon Cordell. Mr Quinton stated that the problems started soon after he moved into the block in April 2016. He



stated that soon after he moved into his flat, he went round to SC's flat to introduce himself. After he introduced himself, SC said to him that there is some kind of war going on between him and other neighbours. SC also told him that he's got a load of issues with the police and that he was trying to sue them because he felt that they were treating him unfairly. He told SC that he was a musician and that he does not want anything to do with his issues.

Straight after he moved in, SC will come up to his flat at least once a week to shout at him and complain about loud banging from his flat and knocking pipes. SC would accuse him of making noise on purpose to wind him up and he will always explain to him that it is not true, that he does not make any banging noises inside his flat and that he cannot explain why the pipes were making knocking noises.

Mr Quinton stated that on 4/10/16, he was sleeping when SC started to bang on his ceiling but he ignored him. SC then came up and started kicking at his door and he still ignored him. SC then went downstairs, dragged Mr Quinton's motorbike from where he parked it, threw it on the ground and started to hit it with what he believed to be a mop pole, he is not sure how many times he hit it. He then called the police and they came and took him away, CAD No. 3309/4 Oct. 2016.

On 11/12/16, SC came up to his flat 3 times to shout abuse and complain about noise from his flat. Mr Quinton explained that the first time, he was running a bath when SC came and knocked on the door to complain about knocking pipes. He did not open the door and he shouted abuse at him and his friends and called them homophobic names. He later came back again to bang on his door and shout further abuse. He also made threatened him and his exact words are 'I'm off curfew in 12 days, when I'm, I am coming for you', he shouted further abuse and walked off. Mr Quinton stated that he is not sure why he came back the second time but he assumed that it was because of the pipes again. He later came back again the third time and this time he opened the door because he has had enough. SC complained about noise from his flat and he told him that he was not making any noise. SC then went on to tell him that he has been away for a long time and that his family was coming to look after his dog. He asked SC if he knew anything about his bike and SC replied 'You know what, I'm a grown man I'm not gonna lie, it was me that smashed your bike and I was gutted that the stick broke and I couldn't smash it up more'. He then asked SC about his tyres which was punctured with a knife and he denied cutting them. He then explained to SC that the knocking pipes has nothing to do with him and that he does not bang or make deliberate noise and he advised SC to play his music over the noise if it happens again as there is nothing he can do about the pipes and the noise as it is the nature of the building. SC said cool, fair enough and walked off and as he walked off, he turned round and gave him a dirty look.

About a week later, 2 of his friends left his flat and a short while later he heard SC running out of the front door. Soon after one of his friends called and told him that they have just had a confrontation with SC in the street. His friend informed him that SC ran up to them in the street and confronted his friend Jazz about the knocking pipe noises from his flat. Jazz told SC that it has nothing to do with him. SC then head-butted Jazz and as Jazz fell on the floor, SC jumped on top of him and started to punch him. His other friend Jevon who was with Jazz at the time pulled SC off Jazz and held him until 2 Turkish men came and separated them.

Mr Quinton stated that the police did not contact him to update him on what action was taken against SC regarding his smashed bike. He stated that he has recording of SC admitting to smashing up his bike and played the recording to me. Although it was very faint but you could make out what sounded like SC talking about smashing the bike. He stated that he wants to sue SC for criminal damage, he also wants to take out a restraining order against him and possibly an injunction.

He stated that his friends Simon Cocks (07393285528), Julian Jackson (07387277163) and Jazz Bramble (07375651241) are willing to provide witness statements and will attend court to give evidence on his behalf. He also wants us to find out why what action the police took regarding his smashed bike.

**08/02/2017 :**

I did an announced visit to Mr Quinton at 113 Burncroft Avenue following recent email from Mrs Cordell concerning noise disturbances from the flat as a result of wooden flooring but there was no response. I then telephoned Mr Quinton and left a voice message for him.

**07/03/2017 : 27/07/2017 :**

I telephoned Mr Quinton for updates on any recent incidents and he stated that there has been none as he has been staying at his flat. He stated that he has been staying with friends and family and only goes back to his flat to check his letters.

He stated that he will give a witness statement and will attend court if required to do so.

I received a call from Simon Cordell of 109 Burncroft Avenue at approx. 1.20pm. The call was transferred by the customer services team informing me that Mr Cordell wished to discuss his housing options/how to move. I took the call – he sounded agitated and said that he had a few things that he wished to discuss with me. He said he was calling in response to a letter that I had sent him requesting the removal of a CCTV camera that he had installed on the inner communal/fire door on the ground floor of the block. He informed me that he would not be removing the camera as he believed he was legally allowed to have the camera as the communal area was his. I explained that he was in breach of his tenancy conditions as permission had not been sought or granted for the installation and he could not install anything in the communal area as this belonged to the Council. He maintained that his neighbour in another block had a camera and had taken the Council to court about it and won the case. I responded that I could not comment about other cases but my position remains as per the letter I sent: That the camera was in breach of tenancy conditions, was invasive to the privacy of other residents in the block as it points at the outer communal door and should be removed by Friday 25<sup>th</sup> November or the Council will remove it and charge him for the cost of doing so. He then said that the camera was fake so it didn't need to be removed. I responded that it did still need to be removed. His voice was raised throughout the exchange and I had to ask him to calm down and lower his voice more than once. He then said that he wanted to move on to finding out about moving to another address. He proceeded to give me a full history of his experiences with the police and previous housing management and alleged that 'Jackie', who had previously lived above him and 'Stan', his immediate neighbour on the ground floor, had victimised him over a long period of time and that he had done nothing wrong. This history was very full and it was difficult to get a word in because he was so worked up so I let him relay the information to me as it seemed like he wanted to get it off of his chest. He was very derogatory about the police and previous housing staff who had signed a request for an asbo application against him. I told him that I could not comment about previous action taken. He then came on to more recent events and stated that there had been an incident between him and another resident where she had shouted at him out of her window because of him starting up a scrambler bike in his garden. He maintained that he was courteous during the exchange but the police came and arrested him because she told them that he had threatened to kill her and that he had been put in the mental hospital, had won his case in court and was able to go home as of today. He said that he wanted me to give him 'points' so that he could move. I explained that his best means of moving would be through a mutual exchange but he was adamant that he did not want to do this and wanted to be moved in the same way that he moved into this property 11yrs ago by being given points. I explained that a transfer was unlikely based on what he had told me so far but that I could look into the position for him. He said a lot about his perceived victimisation by his neighbours and expressed that he felt that I should have a duty to protect him. I explained that I had a responsibility to all residents living at Burncroft Avenue and took the opportunity to mention that I had received some reports about anti-social behaviour by him that I would need to discuss with him but suggested that we leave that for today. He then put his mother on the line (she had been trying to interject throughout the conversation) who said she wanted to know why I had not responded to her messages to call her. I apologised for this and explained that I have been very busy but that I needed to know whether we had written permission from Mr Cordell for us to speak to her – she said that there was a written note recorded on our files in 2015. Mr Cordell asked her what I was asking her and when she replied that I was querying permission I clearly heard Mr Cordell say angrily and aggressively "I'm gonna do her over" and then "I'm gonna take her job just for fun". I informed Mrs Cordell that I had overheard these remarks and that I was ending the call. She said that her son had now left the room and she was talking to me. I repeated that I would be ending the call and that she should put what she wanted to say in writing to me.

Sarah Fletcher  
Neighbourhood Officer

266 34A



## CASE HISTORY



Case 17834 Markandu Mathiyalakan Burncroft Avenue 117 EN3 7J  
GENERAL Active, Phone call with Victim

### Involved Persons

CLIENT (VICTIM) Mr Markandu Mathiyalakan,  
Relationship to Cases

Client (Victim) in CASE 17834

Incidents in which Person is involved

INCIDENT: SINCE 06 Aug 16 - Threats and  
intimidation (General)

Current address

117 Burncroft Avenue, Enfield, EN3 7JQ

Main phone

07891740939

Gender

Male

Ethnic origin

Unknown

Appearance

Male, Unknown,

CLIENT (ACCUSED) Mr Simon Cordell,

Relationship to Cases

Client (Accused) in CASE 16175  
Client (Accused) in CASE 17753  
Client (Accused) in CASE 17818  
Client (Accused) in CASE 17834  
Client (Accused) in CASE 18169

Incidents in which Person is involved

Witness : COMPLAINT: NO SPECIFIC DATE -  
Threats and intimidation (General)  
Witness : INCIDENT: SINCE 05 Oct 16 - Threats and  
intimidation (General)  
Witness : COMPLAINT: NO SPECIFIC DATE -  
Making threats  
Witness : INCIDENT: SINCE 06 Aug 16 - Threats and  
intimidation (General)  
Witness :

Current address

109 Burncroft Avenue, Enfield, EN3 7JQ

Main phone

020 8245 7454

Gender

Male

DOB

26/01/1981

Age band

35-44

Ethnic origin

White/Black Caribbean

Home visit to Ms Deborah Andrews flat. Attendees:  
Dawn Allen TMO and CPN Bola Quadri Home visit to  
Ms Andrews advised that her neighbour at number  
109 has for the past few months harassed,  
intimidated, stalked her and made a life a complete  
misery. He continuously plays loud music, bangs on  
her ceiling and door alleging that she is monitoring his

#### Notes about this person

movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the time this matter is resolved. She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

#### Appearance

Male, 36 yrs old, White/Black Caribbean,

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#### History

**06/08/2016 : Threats and intimidation , Date reported : 17/10/2016**

Threats and intimidation (General)

Letter received from complainant via MEQ alleging that another resident who is drug addicted has been aggressively demanding money, making threats and exhibiting threatening behaviour towards him/his wife. Complainant requesting action be taken against Waltham Forest District Council and the police. (Complainant is living in a leasehold property - accommodation provided by Waltham Forest?). Perpetrator identified as living on ground floor but door number not specified.

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#### Referral Details

**17/10/2016 :**

Organisation making referral

Housing Anti-Social Behaviour Response Team

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#### History

**17/10/2016 : Contact Complainant , 17/10/2016 : Contact Complainant ,**

**17/10/2016 : Contact Complainant ,**

We discussed the complaint; confirmed that the perpetrator was Simon Cordell at 109 Burncroft Avenue; confirmed that complainant is housed in temporary accommodation by Waltham Forest District Council and has been trying to report issues to them and police; Issues have been going on for some time and include: intimidating/threatening behaviour, aggressive demands/threats for money, tyres slashed, swearing/name calling etc.

**20/10/2016 :**

Response sent to Members Enquiry - no prior reports received from Complainant - may have been reporting to Waltham Forest District Council? Contact information requested for complainant in order to investigate further.

Contact number subsequently provided.

**26/10/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**01/11/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**02/11/2016 : Update Complainant ,**

Follow on action from Contact Complainant

**11/11/2016 : Interview Complainant,**

I interviewed the Complainant. He reported that the issues have been on going for about 18 months (He, his wife and daughter have lived at Burncroft Avenue in temporary accommodation provided by Waltham Forest DC for 2.5yrs). Please see attached notes of interview - The complainant is really frightened for his family - Mr Cordell is very aggressive and has previously kicked him in the nose/face and threatened to hit him with a piece of wood; his wife is so scared that she accompanies him to work and waits in the car with their daughter for his shifts

**28/11/2016 :**

Copy of the letter sent to Mr Cordell giving him until 25/11/16 to remove the CCTV he installed on the internal communal door attached.

**06/12/2016 : 06/12/2016 : 07/12/2016 : 08/12/2016 : 12/12/2016**

Mr Mathiyalagan telephoned to report that Simon Cordell aggressively banged on his front door and accused them of making noise. He stated that he also shouted abuse and threats and swore at them.

**22/12/2016 : 10/01/2017 : 13/01/2017 :**

Mr and Mrs Mathiyalagan attended the Civic Centre to report incidents that happened over the Christmas and New Year period. Mr Mathiyalagan stated the following,  
23/12/16 at about 3.43pm - Mr Cordell banged on his front door while his wife was at home alone with their young daughter and shouted abuse at her and asked her to go to the bathroom and turn off the tap. He also removed their electricity fuse thereby cutting off power supply. He stated that the incident was reported to the police, CAD 5753/23 December 2016 and they were advised to contact the council.

26/12/16 at about 12.30pm - Mr Mathiyalagan stated that he and his family was going out and that as they got to the first floor, he saw Mr Cordell running up the stairs towards them with a towel tied round his waist. He stated that Mr Cordell started shouting abuse at them and accused them of tampering with his water supply and stopping the water. He stated that he tried to explain to him that there may be a problem with the water supply to the whole block as they also have the same problem with their water supply but Mr Cordell will not listen and continued to accuse them of tampering with his water supply. He and his wife told him to please go away and leave them alone but he continued to swear and shout abuse at them. They then walked away.

31/1/17 at 10.47pm - Mr Mathiyalagan stated that Mr Cordell followed him and his family up the stairs as they returned from a family outing and was shouting at them about deliberately banging on the pipes and making noise. He also stated that the person sleeping on his sofa was banging on the floor, talked about saving him from getting beaten up by local youths, stated that he caught him and his wife making noise inside their bathroom, called him 'a lying cunt' and asked him to swear on his baby's life that he was not banging.

Mr Mathiyalagan stated that the constant harassment from Mr Cordell is making it difficult for them to continue living at Burncroft Avenue and wanted to know if I can contact Waltham Forest to see if they can rehouse them. I promised to speak to Waltham Forest and explain to them that they are victims of anti-social behaviour and to see if they rehouse them.

**16/01/2017 : 16/01/2017 : 23/01/2017 :**

Mr Mathiyalagan telephoned today to report an incident that happened at 6.21pm on Saturday 21/1/17. when Mr Cordell aggressively banged on his front door, swore and shouted abuse and threats at him and his wife and accused them of making noise. He stated that there was no noise in his flat at the time and that Mr Cordell is just picking on them. He stated that they were fed up of being picked on and wanted to know what the council is doing to stop Mr Cordell from harassing them. I informed him that I will discuss his reports with Mr Cordell and will ask him to stop knocking on his door and to report any noise disturbances to the council to deal with.

**01/02/2017 :**

Mr and Mrs Mathiyalagan attended the Civic Centre today, 1/2/17 to report an incident that occurred yesterday 31/1/17. Mrs Mathiyalagan stated that at about 6.30pm, she was inside her flat with her two and a half year old daughter when Mr Cordell aggressively banged on her front door while she was feeding her baby and shouted abuse and threats at her and accused her of making noise. Mrs Mathiyalagan denied making noise at the time and stated that she does not know why Mr Cordell accused her making noise.

She stated that she is terrified of moving around inside her flat for fear of being accused of making noise. I asked whether she recorded the incident and she said she did not. She also stated that she did not report the incident to the police as it only lasted for a few minutes. I advised her to log any further incident and to call the police if she feels threatened.

**06/02/2017 : 08/02/2017 :**

I visited Mr Mathiyalagan at 117 Burncroft Avenue today to look at the flooring following email from Mrs Cordell concerning noise as a result of wood flooring in the flat. I noticed that there is laminate flooring in the whole flat and ceramic tiles in the kitchen. Mr Mathiyalagan stated that the flooring was already in the flat when they moved in. He stated that they do not make noise deliberately and that any noise from his flat is household noise. He also stated that as far as he is aware that the person living below them have not complained of noise and that he will be the one that will be affected if there is excessive noises from his flat. He also stated that he has asked the manager if they are causing noise disturbances and he said they are not. He also requested that Mr Cordell should contact the council if he is being disturbed by noise from his flat instead of harassing him and his family by banging on his front door, shouting abuse at him and his wife, threatening them and confronting them when they come into the block.

I informed him that laminate flooring can generate some noise and to be mindful of his neighbours while walking around inside his flat.

I then went and knocked at flat 113 but there was no response.

**17/02/2017 :**

Telephone call from Mr Cordell regarding the letter sent to him to attend the Civic Centre on 22/2/17 to discuss the on going reports of harassment, verbal abuse and threatening behaviour made against him by his neighbours. File note of the telephone conversation attached.

**21/02/2017 : 21/02/2017 : Contact Complainant ,**

Follow on action from

**20/03/2017 :**

I visited 109 Burncroft Avenue on 17/3/17 to hand deliver to post a letter through Mr Cordell's door and as I got into my car to drive off after posting the letter, Mr Cordell ran after me shouting and screaming abuse. I did not stop to speak to him and he ran after me until I turned left into Green Street. As he was running after my car, he was shouting at people passing by to stop the car. By the time I returned to the office, Mr Cordell had telephoned me several times. I telephoned him back and he wanted to know whether I was the person that posted a letter through his letterbox and I said yes. He asked why I did not stop when he ran after me and I told him that I had another visit and did not have the time to stop and talk to him. He stated that he will not attend the meeting at the Civic Centre or any of the council and that I should come to his flat. I offered to have the meeting at a neutral venue like the local library or even at his mother's house but he refused and shouted to shout abuse and accuse me of taking sides with his neighbours. He denied doing the things that he is accused of doing and stated that he is the victim and that the council have refused to deal with his complaints against his neighbours. He stated that he has been suffering noise disturbances from his neighbours since he moved into his flat and that the council have refused to deal with it. He alleged that the council is conniving with the police to victimise him and threatened to put in a complaint against me. He continued shouting abuse and will not let me say a word. I then advised him that I will have to terminate the conversation as we were getting no where.

**05/05/2017 :**

Mr Mathiyalagan telephoned me to report that Mr Cordell went to his flat while he was at work and his wife was at home with his cousin and daughter and started to bang on his door and shout abuse and threats. He stated that he was at work and was scared for his wife and daughter. I advised him to call the police.

**08/05/2017 :**

Mr Mathiyalagan telephoned to report an incident that happened this morning as he was leaving the block to go to work. He stated that as he walked down the stairs, he saw Mr Cordell talking to 2 council officials and as he walked past, Mr Cordell threatened him by shouting that he was going to ruin his life and that he was going to the police with evidence about him. He stated that he did not respond.

**12/05/2017 :**

Find attached my file notes related to Sarah Fletcher's (Neighbourhood Officer) visits to Burncroft Avenue and encounters with Mr Cordell.

**15/05/2017 :**



Mr and Mrs Mathiyalagan attended the Civic Centre to report that Mr Cordell has started to regularly harass them again. They complained that Mr Cordell now comes to bang on their front door and shout and scream abuse and threats every other day. He stated that the latest incident happened at 12pm on 12/5/17 when Simon came and started banging on his door aggressively while his wife was at home with his daughter and cousin and was telling his wife to open the door. He stated that Simon knew that he was at work and that his wife was probably alone at home with his daughter. Mr Mathiyalagan stated that he is scared for his and his family's safety and wants something done urgently to keep them safe from Mr Cordell. They pleaded with me to speak to Waltham Forest to find an alternative accommodation for them as it is no longer safe for them to continue living in Burncroft Avenue. I took the contact details of the property manager at Waltham Forest and called and left a message for him to call me back. The details are Mr Osmani, tel. 02084965503 and his manager is Taylor tel. 02084965496, also 02084965502/5506.

**02/06/2017 :**

Mr Mathiyalagan telephoned to report that he was at work yesterday, 1/6/17 when his wife called him to complain that Mr Simon Cordell and two other males came and banged on his front door for about 1 or 2 minutes. He stated that his wife and daughter were alone in the flat at the time and that they were very frightened as a result of the loud banging on his front door. I advised him to call the police if Simon bangs on his door again.

**12/06/2017 :**

Mr Mathiyalagan telephoned to report an incident that happened late night on Friday 9/6/17 between Mr Cordell and his cousin. Mr Mathiyalagan stated that his cousin returned from work late at night and as he opened the front door, Mr Cordell came out of his flat and confronted him. He stated that as his cousin brought out his phone to record the incident, Mr Cordell snatched the phone from him. A struggle ensued as his cousin tried to get his phone back from Mr Cordell from Mr Cordell and Mr Cordell attacked his cousin, grabbed him round the neck and also injured him on the arm causing his arm to bleed. He stated that his cousin managed to get his phone back from Mr Cordell and came up to his flat and told him what happened. He then called the police and they attended within 10 minutes. They explained what happened to the police and they went to Mr Cordell's flat to speak to him but he refused to let them in. Mr Mathiyalagan also stated that the dog was barking throughout.

**19/06/2017 :**

Mr Mathiyalagan telephoned to report an incident that happened today at 11.55am as his wife was going to pick their daughter from school. He stated that Simon confronted her outside the communal entrance door and said to her that he knows what time she goes out and when she returns and to tell her husband that he wants to speak to him. He also stated that another incident happened on Friday 16/6/17 at 11.55am when Simon confronted his wife as was going to pick their daughter from school and accused her of making noise. He stated that Simon also told his wife that he has their bank account and personal details and that she should tell him to pay him money.

**26/06/2017 :**

Mr Mathiyalagan telephoned to report an incident that occurred on Friday 23/6/17. He stated that his cousin returned from work at 11.35pm and as he entered the block, Simon Cordell came out of his flat with his dog swearing and shouting abuse at his cousin and attacked him by punching him twice on the chest. He stated that SC tried to push his cousin out of the block and snatched his cousin's mobile phone as he tried to record the incident but he managed to get the phone back from him. He stated that SC's dog was also barking loudly and was not on a lead. Mr M stated that his wife overheard the commotion and woke him up and as they came down the stairs shouting at his cousin and asking what was going on, SC went back to his flat. They called the police and when the police came, they explained what happened. The police then went and knocked on SC's door to talk to him but he refused to let them in. He stated that his cousin did not provoke SC in any way and did not do anything to cause SC to attack him.

**03/07/2017 :**

Mr and Mrs Mathiyalagan attended the Civic Centre today to report further incidents with Simon Cordell and gave me a DVD recording of another incident. Mr Mathiyalagan stated that on 28/6/17 at 11.45am, Simon confronted his wife at the main entrance door as she was going to pick up their daughter from school and demanded to talk to her. His wife told him that she cannot stop to talk to him as she was on her way to collect her daughter from school but he insisted on talking to her. He stated that Simon ran after her, stood in front of her, accused her of making noise inside their flat and started shouting at her and said to her that he knows all their personal details including their full

names, dates of birth and bank details. He also demanded money and told his wife to tell him to come and talk to him.

He stated that the second incident happened on 30/6/17 at 11.45am when Simon confronted his wife as she was leaving the block and accused her of slamming the door. He then called his a liar, when she denied slamming the door and proceeded to shout abuse at her. Mr Mathiyalagan also stated that on 2/7/17, he and his family was going out to visit some friends at about 5.18pm and as they were about to exit the block, Simon popped his head out of his door and asked him when he was going to hand over the money. He told him that he was not going to give him any money and that he should go and work so that he can earn some money. He stated that as they left the block, Simon came running after them shouting and swearing at him and said to him that he should pay him money if he wants him to leave him and his family alone. He stated that Simon also said to him that he has all of their personal details including phone numbers, full names, date of birth and bank details and that he must pay him some money to have them back. He stated that he told Simon that he will not pay him any money and to do whatever he likes with the details. He stated that he does not know how Simon came across their personal details, if he has them. He stated that his wife lost her phone some weeks ago and that it is possible that he may accessed their details from the phone if he has it because his wife stored their personal details on her phone.

**13/07/2017 : 19/07/2017 :**

NOSP served on Mr Cordell today at 4.05pm with Enfield Highway DWOs, copy attached.

**27/07/2017 :**

I telephoned Mr Mathiyalagan for updates on any recent incidents and he stated that there has been none. He also confirmed that he is willing to give a signed witness statement and will attend court to give if required to do so.

**08/08/2017 :**



## CASE HISTORY



**Case 17818** [REDACTED] Burncroft Avenue [REDACTED] EN3 7JQ  
**GENERAL Active**, Phone call with Victim

### Involved Persons

#### CLIENT (VICTIM) [REDACTED]

Relationship to Cases

Client (Victim) in CASE 17818

Incidents in which Person is involved

Witness :

Current address

[REDACTED] Burncroft Avenue, Enfield, EN3 7JQ

Main phone

07870655010

Gender

Male

DOB

[REDACTED]

Age band

[REDACTED]

Ethnic origin

[REDACTED]

Appearance

[REDACTED]

#### CLIENT (ACCUSED) Mr Simon Cordell

Relationship to Cases

Client (Accused) in CASE 16 [REDACTED]  
 Client (Accused) in CASE 17753  
 Client (Accused) in CASE 17818  
 Client (Accused) in CASE 17834  
 Client (Accused) in CASE 18169

Incidents in which Person is involved

Witness : COMPLAINT: NO SPECIFIC DATE -  
 Threats and intimidation (General)  
 Witness : INCIDENT: SINCE 05 Oct 16 - Threats and  
 intimidation (General)  
 Witness : COMPLAINT: NO SPECIFIC DATE -  
 Making threats  
 Witness : INCIDENT: SINCE 06 Aug 16 - Threats and  
 intimidation (General)  
 Witness :

Current address

109 Burncroft Avenue, Enfield, EN3 7JQ

Main phone

020 8245 7454

Gender

Male

DOB

26/01/1981

Age band

35-44  
 [REDACTED]

Ethnic origin

White/Black Caribbean

Home visit to Deborah Andrews flat. Attendees  
 Dawn Allen TMO and QPN Pila Quadri Home visit to  
 Ms Andrews advised that her neighbour at number  
 109 has for the past few months harassed,

273 41

**Notes about this person**

intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She has been [REDACTED] his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the [REDACTED] matter is resolved. She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

**Appearance**

Male, 36 yrs old, White/Black Caribbean,

**History**

06/07/2016 : Making threats, Date reported : 06/07/2016

Making threats

The defendant using threatening/abusive/insulting words and behaviour with intent to cause fear - provoke unlawful violence [REDACTED]

31/10/2016 :

From: [REDACTED]

Sent: 31 October 2016 18:09

To: Kaunchita Maudhub

Subject: Contact phone number for [REDACTED]

Hi Kaunchita,

This is the contact phone number for [REDACTED]

As stated, [REDACTED]

If I can be of further assistance, please do not hesitate to call me.

Thanks for your help.

Regards,

John Bates

03/11/2016 :

From: Kaunchita Maudhub

Sent: 03 November 2016 10:13

To: Jean Barton

Subject: FW: Contact phone number for M [REDACTED]

Dear Jean,

We received a phone call from a M [REDACTED] on behalf of his friend Mr [REDACTED]. He explained that Mr [REDACTED] and having to attend court to give evidence against a male named Simon Cordell who verbally abused him. We are aware of Simon Cordell as Steve/Pat obtained an ASBO against him for illegal raves etc. I believe he is also a council tenant (I need to check)

Could you initially contact [REDACTED] -- obtain his address and the reasons he is going to court. Also ascertain what support he needs. It is not an open case as such but depending on your findings we may be able to assist.

Many Thanks

Kaunchita Maudhub  
Anti Social Behaviour - Team Leader  
Community Safety Unit  
Regeneration & Environment  
Enfield Council  
Civic Centre, Silver St  
Enfield EN1 3XA

Tel: 020 8379-4182  
kaunchita.maudhub@enfield.gov.uk

Enfield Council is committed to serving the whole borough fairly, delivering excellent services and building strong communities.

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### Referral Details

03/11/2016 :

Organisation making referral

Community Safety Unit

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### History

03/11/2016 :

On request I contacted the viw explained the reason for my call -- Mr [REDACTED] did have some reservations about going to court. Therefore I have arranged to conduct a home visit scheduled for Friday 4th Nov 16 at 2:30 pm then we discuss the matter further.

03/11/2016 :

Research conducted on Northgate -- shows that Sarah Fletcher is the housing officer. I spoke to Sarah who is aware of issues with Simon Cordell and the action against him -- however, she said she needs to gather more information as she has had a member's enquiry from Waltham Forest. As to our viw Mr [REDACTED] she has not had any complaints or court action. Therefore it is possible that the legal proceeding has been taken by the police.

04/11/2016 :

Phone call made to the Witness Service from the victims home -- to possible arrange a pre-court trial visit to no avail.

04/11/2016 : 04/11/2016 : 07/11/2016 :

From: lee.martinez@wsncc.citizenisadvice.org.uk [mailto:lee.martinez@wsncc.citizensadvice.org.uk]  
On Behalf Of Contact Centre  
Sent: 07 November 2016 16:48  
To: Jean Barton  
Subject: 01YE0355816

Hi Jean,

Our Outreach manager will be getting in touch with Stanley to see what support they can put in place.

Kind regards,

Lee

National Contact Centre Team

275 43

Witness Service  
Citizens Advice  
0300 332 1000  
contactcentre@citizensadvice.org.uk

**07/11/2016 :**

I spoke to Sabran Witness Service Highbury & Islington court she advised pre-court trial visit are no longer arranged directly by them. I will have to go through Citizens Advice national contact centre. I she gave me a number however, I was getting no response on the number given 0208 733 6422. I also called 101 and was given another number 0208 733 5480 – again a voice recording with no one to take the call. I contacted the call centre again and was given another number with on digit difference to the previous 0208 733 6423 Clair Lockwood. A voice recording again I therefore left a message requesting a call back.

**08/11/2016 :**

I tried calling the Witness Care Unit again at Holborn station to no avail – I then got a call back from police Holborn asking if I had tried to contact them – I was then put through to Thomas Jones Witness Care Officer – from this point the communicative lines was open for progress. Tom also said the oic is DC Campbell attached to Edmonton Police station. And that he will email him to contact the viw to re-assure him.

**08/11/2016 : 08/11/2016 :**

mailto:Thomas.Jones@met.pnn.police.uk]  
Sent: 08 November 2016 11:16  
To: Jean Barton  
Subject: R v CORDELL - WITNESS CARE OFFICERS CONTACT DETAILS

Dear Jean,

As promised.

Thomas JONES | Witness Care Officer | Camden & Islington CJU | Holborn Police Station  
Met Prosecutions Crime | MetPhone 746339 | Telephone 0208 733 6339 | Facsimile 746391 (0208 733 6391) | Email thomas.jones@met.police.uk  
Camden Police - Reducing Crime, Serving Camden.  
MetSec Code: Not Protectively Marked  
fÅ Please consider the environment - Do you really need to print this email?

**14/11/2016 :**

From: Jean Barton [mailto:Jean.Barton@enfield.gov.uk]  
Sent: 14 November 2016 11:37  
To: Jones Thomas - Met Prosecutions  
Subject: RE: R v CORDELL - UPADTE from WITNESS CARE

Greetings Thomas,

As to our pending court hearing on Thursday for Stanley – have the CPS replied to your email regarding their decision for a taxi?

Regards  
Jean

**14/11/2016 :**

From: Jones Thomas - Met Prosecutions  
Sent: 14 November 2016 11:48  
To: 'Jean Barton'  
Subject: RE: R v CORDELL - UPADTE from WITNESS CARE

276 44

Good Morning Jean,

They have acknowledged a taxi is required, although I have a reminder set for tomorrow and Wednesday to check it has been finalised. I will update you as soon as CPS contacts Witness Care.

Kind regards,

Thomas.

**15/11/2016 :**

From: Thomas.Jones@met.pnn.police.uk [mailto:Thomas.Jones@met.pnn.police.uk]  
Sent: 15 November 2016 11:56  
To: Jean Barton  
Subject: R v CORDELL - UPADTE from WITNESS CARE

Hello Jean,

CPS has not confirmed the taxi yet. I have a close eye on the case, with a view that we have till tomorrow - 16:00hrs - to obtain this information. As soon as CPS responds I will contact you.

Regards,

Thomas.

Thomas JONES | Witness Care Officer | Camden & Islington CJU | Holborn Police Station  
Met Prosecutions Crime | MetPhone 746339 | Telephone 0208 733 6339 | Facsimile 746391 (0208 733 6391) | Email thomas.jones@met.police.uk  
Camden Police - Reducing Crime, Serving Camden

**16/11/2016 :**

I received a call from Thomas Jones - Witness Care he advised that the CPS have dropped the case of [REDACTED] v Cordell. Reason - Not enough evidence to provide a realistic prospect of any conviction. In further discussion Thomas said DC Campbell was off ill - has now returned; however, he said he will contact Mr [REDACTED] in relation to the current position of the matter. I asked Tom if the CPS will be writing to Mr [REDACTED] directly - he said they should to advise accordingly. Tips given to report further incidents and keep records.

**16/11/2016 : 16/11/2016 : 16/11/2016 :**

Visited [REDACTED] (flat [REDACTED] Burncroft Avenue) and [REDACTED] (flat [REDACTED]). [REDACTED] stated that she witnessed the September when Mr Cordell threatened Mr [REDACTED]. She stated that she was with her neighbour [REDACTED] when they heard Mr Cordell shouting and as they came out to see what was happening, she saw Mr Cordell shouting at Mr [REDACTED]. She alleged that he was shouting abuse and threats and that Karen told him to leave Mr [REDACTED] alone, that he is an old man. Mr Cordell then started shouting abuse and threats at [REDACTED]. [REDACTED] stated that she is not prepared to give a statement and that she will not keep incident logs.

We then met with [REDACTED] outside the block. She stated that she and [REDACTED] witnessed the incident that happened in September. She stated that Mr Cordell was shouting abuse and threats at Mr [REDACTED] and that she told him to leave Mr [REDACTED] alone as he is an old man and that Mr Cordell then turned against her and started threatening her. She stated that she is not afraid of him when she is on her own, that her only concern is that she is looking after 2 very vulnerable children and she will not be able to defend herself and them if Mr Cordell was to attack her when she is with them. She is happy to make a statement and will log any further incidents.

**17/11/2016 :**

Visited Mr [REDACTED] and [REDACTED] to hand deliver incident diaries.

**28/11/2016 :**

Copy of the letter sent to Mr Cordell giving him until 25/11/16 to remove the CCTV he installed on the internal communal door attached.



**07/12/2016 : 09/12/2016 : 14/12/2016 : 09/01/2017 : 10/01/2017 : 10/01/2017 :**

Joint home visit conducted with Lemmy. Mr [REDACTED] said that he has had no further problems from Simone Cordell however, he was aware of altercations between Simone Cordell and other residents in the block. Mr [REDACTED] said he will still maintain his own logs and call the police and the council if necessary. The camera directly outside of Simone Cordell flat has been removed however, we notice that there was a camera in the communal area pointed toward the staircase – we need to find out who the camera belongs to.

**21/02/2017 : 06/03/2017 : 15/03/2017 :**

## CASE HISTORY



Case 16175 [REDACTED]  
GENERAL Active, Phone call with Perpetrator

## Involved Persons

CLIENT (VICTIM) Ms Deborah Andrews,  
Relationship to Cases

Client (Victim) in ASB Case 16175

Incidents in which Person is involved

Witness :

Current address

[REDACTED] Burncroft Avenue, Enfield, EN3 7JQ

Main phone

[REDACTED]

Gender

[REDACTED]

DOB

[REDACTED]

Age band

[REDACTED]

Ethnic origin

[REDACTED]

Appearance

[REDACTED]

CLIENT (ACCUSED) Mr Simon Cordell,

Relationship to Cases

Client (Accused) in CASE 16175  
Client (Accused) in CASE 17753  
Client (Accused) in CASE 17818  
Client (Accused) in CASE 17834  
Client (Accused) in CASE 18169

Incidents in which Person is involved

Witness : COMPLAINT: NO SPECIFIC DATE -  
Threats and intimidation (General)  
Witness : INCIDENT: SINCE 05 Oct 16 - Threats and  
intimidation (General)  
Witness : COMPLAINT: NO SPECIFIC DATE -  
Making threats  
Witness : INCIDENT: SINCE 06 Aug 16 - Threats and  
intimidation (General)  
Witness :

Current address

[REDACTED] Burncroft Avenue, Enfield, EN3 7JQ

Main phone

[REDACTED]

Gender

Male

DOB

[REDACTED]

Age band

35-44

Ethnic origin

White/Black Caribbean

Home visit to [REDACTED] flat. Attendees  
[REDACTED] TMO and CPN Bola Quadri Home visit to  
[REDACTED] advised that her neighbour at number  
109 has for the past few months harassed,

47

279

**Notes about this person**

intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the time this matter is resolved. She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

**Appearance****History****23/09/2015 :**

Sent: 23 September 2015 15:07  
 To: Carmel Naessens; Loretta Walsh  
 Cc: Charles Elkington; Dawn Allen  
 Subject: [REDACTED] Burncroft Avenue, Enfield, EN3 7JQ, [REDACTED] [PROTECT]  
 Importance: High

Classification: PROTECT  
 New case

**VICTIM**

Ms [REDACTED]  
 [REDACTED] Burncroft Avenue ENFIELD EN3 7JQ  
 29 / 07 / 1973  
 02083500628

Perpetrator  
 Simone Cordell  
 109 Burncroft Avenue ENFIELD EN3 7JQ

Home visit to [REDACTED] flat. Attendees Dawn Allen TMO and CPN Bola Quadri

Home visit to [REDACTED] advised that her neighbour at number 109 has for the past few months harassed, intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the time this matter is resolved.

She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

Ms [REDACTED] also recalled an incident when the perp spat in her face. It's been one issue after the other she advised

48  
 280

██████████ also recalled an incident when the perp spat in her face. It's been one issue after the other she advised

The recent event which took place a week ago. She was on her way out to attend her appointment with her CPN when he apprehended her and threatened to kill her. She was pretty shaken from the incident that instead of attending her appointment, returned home immediately. She advised that she contacted the police but, wasn't taken seriously as they assumed she was drunk at the time of the call. She advised that she wasn't in the list drunk but, just the way she spoke due to her condition. She still wasn't taken seriously and had to abandon the call.

She found this very frustrating and advised that it was not the first time this would happen to her. Her CPN also confirmed her statement and expressed her dissatisfaction at the way she was treated.

██████████ felt completely let down by the police and became fearful for her safety especially, as she knows the perpetrators has shells in his flat.

I observed in her flat that her floors were very creaky, I was made aware by Dawn that most of the flats in the block are like that. Unfortunately, the creakiness exacerbates the noise level in the flats and cause more problems than usual.

I advised that I will contact the police to make further enquiries. I will also contact MHT to enquire if Mr Cordell is known to them. At some point the perpetrator will need to be interviewed and a warning letter issued on him. I will contact the repairs team and try to arrange a surveyor to visit her flat and see what assistance can be offered

I further advised that her case will be investigated and an officer will get back to her to discuss further with her. Her CPN and TMO will be kept informed of updates

Bola Quadri has already put in place a safe guard alert.

**23/09/2015 : Contact Complainant ,**

Home visit to Ms ██████████ flat. Attendees Dawn Allen-TMO and CPN Bola Quadri

Home visit to ██████████ advised that her neighbour at number 109 has for the past few months harassed, intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making home appointments pending the time this matter is resolved.

**23/09/2015 : Update Complainant ,**

Follow on action from Contact Complainant

**23/09/2015 : Letter - sent,**

ACTION PLAN PROVIDED TO THE VICTIM AND A COPY FORWARDED TO HER CPN BOLA QUADRI

**23/09/2015 : Email - sent,**

Classification: PROTECT  
Hi Mark,

On second thoughts, could you contact her on her landline instead and speak to her directly please?  
Her number is ██████████

Thank you for your assistance

Dolly Ogunseye  
Anti-Social Behaviour Officer  
Housing Anti-Social Behaviour Team

49  
281

The recent event which took place a week ago. She was on her way out to attend her appointment with her CPN when he apprehended her and threatened to kill her. She was pretty shaken from the incident that instead of attending her appointment, returned home immediately. She advised that she contacted the police but, wasn't taken seriously as they assumed she was drunk at the time of the call. She advised that she wasn't in the list drunk but, just the way she spoke due to her condition. She still wasn't taken seriously and had to abandon the call.

She found this very frustrating and advised that it was not the first time this would happen to her. Her CPN also confirmed her statement and expressed her dissatisfaction at the way she was treated.

[REDACTED] felt completely let down by the police and became frightful for her safety especially, as she knows the perpetrators has shells in his flat.

I observed in her flat that her floors were very creaky, I was made aware by [REDACTED] that most of the flats in the block are like that. Unfortunately, the creakiness exacerbates the noise level in the flats and cause more problems than usual.

I advised that I will contact the police to make further enquiries. I will also contact MHT to enquire if Mr Cordell is known to them. At some point the perpetrator will need to be interviewed and a warning letter issued on him. I will contact the repairs team and try to arrange a surveyor to visit her flat and see what assistance can be offered

I further advised that her case will be investigated and an officer will get back to her to discuss further with her. Her CPN and TMO will be kept informed of updates

Bola Quadri has already put in place a safe guard alert.

Thank you

Dolly Ogunseye  
Anti-Social Behaviour Officer  
Housing Anti-Social Behaviour Team

23/09/2015 :

INTERVIEW NOTES FOR [REDACTED]

VICTIM

[REDACTED]  
Burncroft Avenue ENFIELD EN3 7JQ  
[REDACTED]  
[REDACTED]

Perpetrator  
Simone Cordell  
109 Burncroft Avenue ENFIELD EN3 7JQ

Home visit to Ms [REDACTED] flat. Attendees Dawn Allen TMO and CPN Bola Quadri

Home visit to [REDACTED] advised that her neighbour at number 109 has for the past few months harassed, intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker [REDACTED] she has now been subjected to making home appointments pending the time this matter is resolved.

She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her overflow a few months ago which has since been repaired but, the damage alleged had occurred.

50  
282



Tenancy Management  
Enfield Council

Classification: PROTECT  
Good morning Mark,

Thank you for the information, yes she suffers from mental health and his behaviour continues to exacerbate her condition. I will appreciate if you visit him sooner than later and also pop round to reassure her.

Thank you for all your assistance

Dolly Ogunseye  
Anti-Social Behaviour Officer  
Housing Anti-Social Behaviour Team  
Tenancy Management  
Enfield Council

From: Mark.Tilley2@met.pnn.police.uk [mailto:Mark.Tilley2@met.pnn.police.uk]  
Sent: 18 September 2015 17:23  
To: Dolly Ogunseye  
Subject: [REDACTED] Burncroft Avenue, Enfield, Middlesex, EN3 7JQ [REDACTED] (SEC=PROTECT)

Hi Dolly,

Myself and Nick attended [REDACTED] a while ago and spoke to the [REDACTED] a while ago when she originally called Police. At the time she didn't want us to speak to her neighbour as things had got better. The lady handed us a letter about what had happened but none of it made any sense.

We believe she was suffering from mental health issues. On another occasion we popped round to see her and she wouldn't come and speak to us so instead she spoke through her letterbox to us. The male at 109 - Simon Cordell who is causing the problems is very well known to Police and is also very anti Police. I know some Officers went round and spoke to him and things seemed to get better. After that we have had no further calls from the lady at [REDACTED]

We will try and get round to see her when were back on duty on Monday.

Kind Regards

Classification: PROTECT  
Good afternoon Mark,

Could you kindly assist with this query please. Following reports of ASB by the above tenant, my colleague and I visited her this morning and were alarmed by the nature of her complaints. She has in the past few months being constantly harassed, intimidated, bullied, stalked and threatened to kill by her neighbour at 109.

As a result of his behaviour, she has become too scared to leave her flat for fear of what may happen to her. She is a vulnerable tenant who requires support from services. However, the unsettling behaviour exhibited by number 109, has hindered her from attending her appointments and exacerbated her condition. At the moment, she feels very disorientated / agitated and will like the harassment to stop.

She advised that she had reported this to the police a few times but, wasn't taken seriously.

I will appreciate if you could stop over at [REDACTED] to reassure her that the matter is being dealt with and also to stop by 109 and advise him that you are aware of what is going on and the repercussions should it continue.

Thank you for your support and assistance

Dolly Ogunseye  
Anti-Social Behaviour Officer

Housing Anti-Social Behaviour Team  
Tenancy Management  
Enfield Council

## Referral Details

23/09/2015 :

Organisation making referral

Housing Anti-Social Behaviour Response Team

## History

23/09/2015 : Threats and intimidation , Date reported : 23/09/2015

Threats and intimidation (General)

Home visit to [REDACTED] flat. Attendees Dawn Allen TMO and CPN Bola Quadri

Home visit to [REDACTED] advised that her neighbour at number 109 has for the past few months harassed, intimidated, stalked her and made a life a complete misery. He continuously plays loud music, bangs on her ceiling and door alleging that she is monitoring his movements in his flat. She feels petrified by his presence and as a result refused to leave her flat for fear bumping into him on her way out. She has missed a few appointments with her social worker as a result, she has now been subjected to making [REDACTED] appointments pending the time this matter is resolved.

She explained that they use to be acquaintance's before the relationship went sour. She believes the whole problem started when he claimed the decoration in his flat was damaged as a result of a leak coming from her flat. She confirmed that she had a leak from her over [REDACTED] a few months ago which has since been repaired but, the damage alleged had occurred.

23/09/2015 : Agree an Action Plan with the Complainant,

ACTION PLAN PROVIDED TO THE VICTIM AND A COPY FORWARDED TO HER CPN BOLA QUADRI

23/09/2015 : Action Plan to Complainant ,

Follow on action from Agree an Action Plan with the

23/09/2015 : Contact Perpetrator ,

Follow on action from Agree an Action Plan with the

23/09/2015 : Action Plan Reviewed ,

Follow on action from Agree an Action Plan with the

23/09/2015 : 23/09/2015 : 24/09/2015 : Email - sent,

RE Re SOVA Alert - D.A - 1009639

Classification: PROTECT

Dear Susan,

Thank you for your email. Please note that as from Monday 28th September 2015, all high level cases of anti-social behaviour will be transferred to the Council's Community Safety Unit.

In light of the above, [REDACTED] case has been identified as one of many cases involved in this process. You will shortly hear from an officer within the Community Safety Unit advising you of the name of the officer that will be dealing with [REDACTED] case.

Kind regards

Dolly Ogunseye  
Anti-Social Behaviour Officer  
Housing Anti-Social Behaviour Team  
Tenancy Management  
Enfield Council

52  
284

**Lemmy Nwabuisi**

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**From:** John Irving <irvingjohn15@gmail.com>  
**Sent:** 07 February 2017 14:42  
**To:** Lemmy Nwabuisi  
**Subject:** Re: Low water pressure to 117 Burncroft Avenue [SEC=OFFICIAL]

Ref: 117 Burncroft Ave, Enfield, EN3 7JQ

low water pressure - harassment by tenant at 109

Thurs 26/01/17 - While in attendance at 117 Burncroft, where we were attempting to resolve a low water pressure issue, we were approached by the tenant of 109 Burncroft the ground floor flat. He stated that there were problems between him and the tenants of 117 without going into specific details. I was with a private plumber who was looking at the low water pressure problem at 117. We explained the problem to the tenant from 109 who stated 'you will not solve the problem as I am restricting their water supply!' obviously both myself and the plumber were shocked at this statement. Despite thorough investigation to the low water pressure problem we were unable to increase the pressure. However, before leaving the site I knocked at 109 asking whether he would increase their pressure, he stated 'I cannot do anything at the moment I will sort it out later!'. Despite the attendance of Thames Water (twice), the agents plumber, my plumber and various sub contractors from Enfield Homes this matter remains unresolved.

John Irving  
Owner/Landlord  
117 Burncroft Avenue  
[REDACTED]

On 30 January 2017 at 11:05, Lemmy Nwabuisi <[Lemmy.NWABUISI@enfield.gov.uk](mailto:Lemmy.NWABUISI@enfield.gov.uk)> wrote:

Classification: OFFICIAL

Dear Mr Irving,

As discussed, could please email me details of the conversation you had with the tenant at 109 Burncroft Avenue as this will be used in evidence should we refer this matter to court.

Kind Regards

Lemmy Nwabuisi

Anti-Social Behaviour Team

Community Safety Unit

Environmental & Community Safety

B Block North

55  
285

Civic Centre

Enfield

EN1 3XA

Tel: 020 8379 5354

Classification: OFFICIAL



### IMPORTANT

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<http://www.enfield.gov.uk>

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This email has been scanned for viruses but we cannot guarantee that it will be free of viruses or malware. The recipient should perform their own virus checks.

286

File note

24/2/17

Simon Cordell – 109 Burncroft Avenue, EN3 7JQ

Following reports of continued low water pressure/supply to 117 Burncroft Avenue (second floor) despite information from Thames Water indicating that they had attended and that supply to the block 109-119 Burncroft Avenue was of a sufficient bar pressure, I tried to coordinate access to all flats on the right-hand side of the block potentially affected by the issue: 109, 113 and 117.

I wrote and hand delivered letters to all 3 of the properties requesting access for the Council Surveyor to visit and assess the water pressure in each on Friday 24<sup>th</sup> February 2017 between 10am and 12pm.

I spoke by telephone with Mr Irving, the leaseholder of 117, who had instigated the water pressure complaint who agreed that he would attend and give access.

I spoke by telephone with Mr George Quinton, the tenant of 113, who agreed that he would give access.

I spoke by telephone with Lorraine Cordell, mother of Simon Cordell, the tenant of 109 who said that no one was available to give access.

I attended with Steve Stirk, surveyor, on Friday 24<sup>th</sup> February 2017 at 10am. We were given access to 117 and Steve Stirk investigated the water pressure to the taps in the kitchen and bathroom.

We were unable to gain access to 113 as the tenant was not home – I called and left voicemail messages for the tenant but did not get any further response.

Steve Stirk suggested that we knock at 109 just on the off chance that someone was home. Mr Simon Cordell answered the door and, once Steve Stirk had explained that we were investigating the low water pressure/supply issue to the block, he allowed us into the property.

While Steve Stirk checked the water pressure in the kitchen, I introduced myself to Mr Cordell. He then became quite agitated and proceeded to regale me with the same issues that he had relayed to me during our previous telephone conversation including issues about his neighbours, the police and the Council conspiring to ruin his life as well as his work arranging community music events. He did not give me much of an opportunity to respond and kept talking over me when I tried to do so. Steve Stirk then went and checked the bathroom taps which he discovered were all already open (water running in wash basin; water running in bath which was full and going down overflow). We then thanked Mr Cordell for his time and left the property.

Outcome: It is unclear whether Mr Cordell running all of the taps constantly is linked to the issue of low water pressure as he is on the ground floor and 117 is 2 floors up (we had been unable to check the pressure in 113). Steve Stirk to liaise again with Thames Water about the issue and to consider separation of the water supply to the ground floor flat.

287<sup>56</sup>



**\_ made some observations whilst in Mr Cordell's property, 109 Burncroft Avenue which are of some concern:**

There is a security gate installed on the inside of the front door.

There were 3 large 'industrial' matrix type printers in the property (1 in the hallway and 2 in the living room)

Mr Cordell talked about running 'events'

A non-standard kitchen ie. a wall seemed to have been removed between the kitchen and the living room creating an open plan effect: No fire door

Much of the property was taken up by the printers, boxes and folders – possible hoarding (6)?

Dog faeces in private back garden

Sarah Fletcher

Neighbourhood Officer

288 <sup>57</sup>

File note

9/5/17

Simon Cordell – 109 Burncroft Avenue, EN3 7JQ

Further to ongoing issues related to water pressure/supply to the block at 109 – 119 Burncroft Avenue particularly to the right hand supply affecting 109, 113 and 117, I visited the block on Monday 8<sup>th</sup> May 2017 at 11am with Steve Stirk, Surveyor, and an MCP locksmith.

The purpose of the visit was to gain access to 113 Burncroft Avenue to assess the water pressure/supply to this property. Several attempts had been made previously to do this but the tenant was not there to give access so a 'forced' entry was made and the locks subsequently changed (the tenant had been notified previously that we would be taking this action if he did not provide access).

We entered the property so that Steve Stirk could test the water taps in the kitchen and bathroom. There was no flooring laid except for a rug in the living room (the kitchen was accessed through here) and the floorboards made a significant amount of noise as we stepped on them.

The resident from the property underneath, Mr Simon Cordell, heard us in the property and came upstairs. Steve Stirk and I were outside the property at this point as the locksmith started to undertake the work to install new locks on to the door (he was inside the hallway).

Mr Cordell proceeded to 'rant' at Steve Stirk and myself about his perceived victimisation by his neighbours. He was very agitated and loud – recounting his experience with the police, previous housing management, a previous partner, a previous neighbour and allegations of anti-social behaviour made against him.

Steve Stirk tried to explain that we were there to deal with a specific issue and that this was not the time or place to address these concerns. Mr Cordell did not want to listen and became fixated on Steve Stirk being 'dismissive' towards him (Mr Cordell's words). He went on at length about his upstairs neighbours, both past and present on first and second floors, 'banging' hammers deliberately above his head.

He continued to go on, in his agitated state, about how he had been treated by the police and previous housing managers who had promised him that they would re-lay the floor of flat 113 but had not done so. At this point the resident from 117, Mr Mathiyalakan Markandu, came down the stairs on his way out of the building. As he came down past us Mr Cordell focussed his attention on him and said to him: 'I'm going to the police station now with my evidence about you and I'm going to ruin your life'. Mr Mathiyalakan Markandu did not respond and proceeded to walk past and go down the stairs and out of the building.

Both Steve Stirk and I commented to Mr Cordell that the way he had behaved was threatening in nature and was not acceptable. Mr Cordell responded 'it's not a threat it's a fact'. He then continued to repeat his history with the police and previous housing management.

58

289

I asked Mr Cordell to calm down and tried to explain that some of these issues could have been addressed by attending the meeting that Lemmy Nwabusi in the CSU team had tried to convene with him. He said that he was not prepared to attend such a meeting but wanted to speak to me, his housing officer, now. I explained that as Steve Stirk had already said, that we could not address his issues there and then. I suggested that a meeting could be convened with both the CSU and neighbourhood teams to look at some of the issues with Mr Cordell. He indicated that he would be willing to do this if we came to his home to do so.

Sarah Fletcher

Neighbourhood officer

**Lemmy Nwabuisi**

**From:** Steve Stirk  
**Sent:** 10 May 2017 08:42  
**To:** Lemmy Nwabuisi  
**Subject:** 109, BURNCROFT AVENUE, ENFIELD, EN3 7JQ

Further to my conversation today please note the following  
I carried out a joint visit with Sarah back in January regarding low water pressure to 117  
While on location the following was noted:

Kitchen internal wall has been partly removed

3 large industrial type printers found with assorted inks and cleaning liquids

Internal gate installed to front door

While all these items could be used in normal day to day interests the tenant made claims he was actively involved in planning and conduction events and the equipment was used to produce marketing leaflets and posters

This Monday we had reason to attend 113 to carry out a full lock change given accusation from the tenant that his lock had been glued so was unable to gain access the tenant claim the damaged was caused by 109, (this cannot be confirmed) as the tenant did not attend both Sarah and myself did go in and while there we were confronted by the tenant from 109, the tenant for about twenty minutes would not leave us alone and became increasingly aggressive despite attempt to explain to him that we had not come to see him or indeed were able to comment on any of his accusations on how Enfield had ruin his life were putting him in danger by leaving him in his flat, during this confrontation the tenant from 117 passed through the passage and the tenant from 109 stated he was going to ruin his life and generally became more irate towards the tenant.

It is clear that we are unable to allow this to continue as the body posture from 117 was defensive and did not wish to reply or get into any form of conversation with this tenant

Given that two member of staff were present and the confrontational attitude towards not only us but the other resident I believe we need to action this event to try and stop any further escalation from this tenant

Lastly I would recommend that we need full access to 109 to assess what is the true cause of the low water pressure to the flats above given the items found in the flat as well these need to be removed as does the internal gate please advise so I can carry out a full inspection as this is a complaint from the lease holder as they have very little water flow in the flat above and given the nature of the conditions and life style of 109 we are unable to show if he has caused the issue, on a housing point the internal wall that has been partly removed needs to be put back as it is a breach of fire regs

**Steve Stirk**  
**Maintenance Surveyor**  
**Technical Services, Repairs and Maintenance**  
**Enfield Council**  
**Edmonton Centre**  
**N9 0TN**

**Tel: 020 8375 8023**  
**Tel: 0800 40 80 160**  
**Email: [steve.stirk@enfield.gov.uk](mailto:steve.stirk@enfield.gov.uk)**  
**Web: [www.enfield.gov.uk](http://www.enfield.gov.uk)**

"Enfield Council is committed to serving the whole borough fairly, delivering excellent services and building strong communities".

59  
291

I telephoned Miss [REDACTED] to discuss her complaints against Mr Cordell and agree an action plan. Miss [REDACTED] stated that she has lived in the block since April 2015 and that the problems with Mr Cordell started about a year ago. She stated that he bangs on her door when she is sleeping at night and also follows her to her car asking her where is going or where she is coming from. She alleged that on 14th May 2017 Mr Cordell came and aggressively banged on her door, shouted abuse and threats at her and falsely accused her of making noise inside her flat. She stated that she does not make noise and that her flat is on the opposite side of Mr Cordell flat and therefore he should not hear any noise from her flat. She stated that Mr Cordell came up to her face in a very aggressive and intimidating manner to accuse her of coming into his flat to attack him and asking her why she comes into his flat. She denied going into flat and stated that he does everything to try and intimidate her.

She also complained that she feels scared every time she is going out or returning to her flat as Mr Cordell allows his dog to run freely inside the block.

She stated that Mr Cordell has banged on her door about 4 times in the past 2 months. She also alleged that he has followed her to her car twice in the past 1 month accusing her of coming into his flat to attack him and also kept asking her where she was going or coming from. She alleged that on one occasion, Mr Cordell stood in front of her car and will not let her drive away. She stated that he has been verbally aggressive and intimidating but has not been physically aggressive towards her. She stated that she suffers from mental illness and that this has exacerbated her problems and that she no longer feels safe living in her property. She stated that she has asked her neighbourhood officer to rehouse her as a result of the harassment from Mr Cordell. She stated that she is unable to complete incident diaries as a result of her illness but will telephone to report any further incidences. She stated that she has reported the matter to the police several times and believes that they are dealing with it. She stated that she has been staying with friends and family as she no longer feels safe to stay in her property on her own.

60  
292




**METROPOLITAN  
POLICE**

Working together for a safer London

Form 9993

## Prevention of Harassment Letter (Police Copy)

**To:** SIMON CORDELL
**Name:****Date of birth:**

26/01/81

**Address:** 109, BURNCROFT AVENUE

ENFIELD,

**Postcode:** EN3 7JQ
**An allegation of harassment has been made against you:**
**Details of alleged conduct** (specific actions that are cause for complaint):

Following a female whilst she is alone, and with her partner to their vehicle, asking why they are causing noise and attacking him inside of his home address causing the person harassment and distress.

**HARASSMENT IS A CRIMINAL OFFENCE** under the Protection from Harassment Act 1997.

*"A person must not pursue a course of conduct which amounts to harassment of another and which he/she knows, or ought to know, amounts to harassment of the other."*

Harassment can take many forms and examples can include: wilful damage to property, assault, unwarranted verbal or physical threats, abusive communication or repeated attempts to talk to or approach a person who is opposed to this.

It is important that you understand that should you commit any act or acts either directly or indirectly that amount to harassment, you may be liable to arrest and prosecution. A copy of this letter which has been served on you will be retained by police but will not be disclosed now to the alleged victim. However a copy could be disclosed in any subsequent criminal proceedings against you as proof that police have spoken to you about this allegation. This does not in any way constitute a criminal record and will only be referred to should further allegations of harassment be received.

**Signature of recipient of form:** *Refused to Sign*  
 (This is not an admission or acceptance of the allegation)

**Officer issuing:** *PC SELEWSON 415YE*  
 (Rank, surname, warrant number, station attached, contact telephone number)

**POLICE USE ONLY**
**CRIS REPORT NUMBER:**

5210999/17

**CRIMINT LOG NUMBER:**

YERT00411569

**Date and time of issue:**

28/05/17 14:02HRS

**Exhibit No.:**

SIS

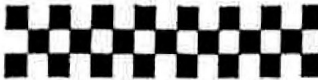
**Description:** One (1) Allegation of Harassment Warning Letter Form 9993
**Date:**

28/05/17

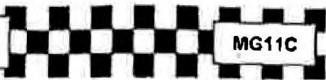
I identify this exhibit as that referred to in my statement.

**Signature:***415YE*
 Retention period: 7 years  
 MP 130/10

 61  
 293



RESTRICTED (when complete)



MG11C

### WITNESS STATEMENT

Criminal Procedure Rules, r 27. 2; Criminal Justice Act 1967, s. 9; Magistrates' Courts Act 1980, s.5B

URN

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Statement of: PC SERGISON 415YE

Age if under 18: over 18

(if over 18 insert 'over 18')

Occupation: Police Officer

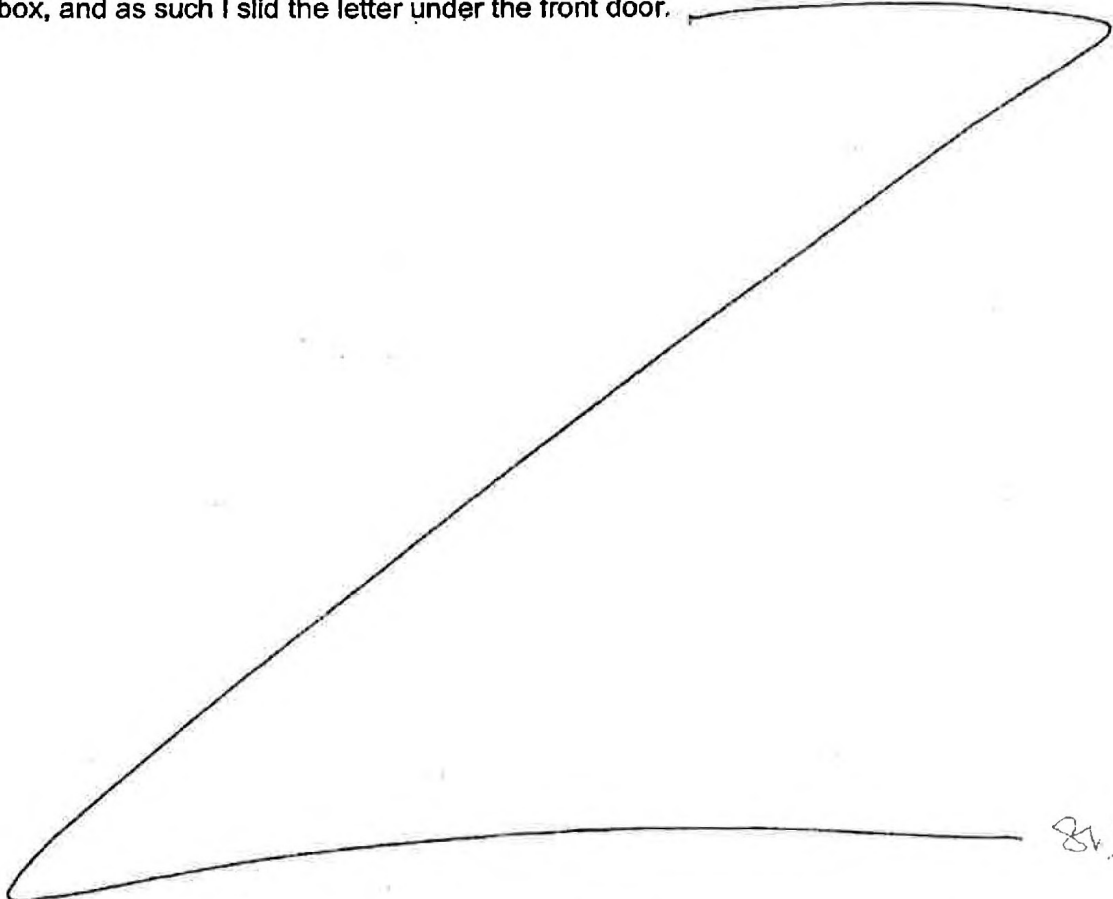
This statement (consisting of page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.

Witness Signature: .....

SCOTT SERGISON 415YE

Date: 28/05/2017

On SUNDAY 28 MAY 2017 I was on duty in uniform call sign YE801 with PC 446YE. I attended 109, BURNCROFT AVENUE EN3 7JQ. This is the home address of SIMMON CORDELL 26/01/1981. I attended the address to issue a first issue harassment letter to SIMON CORDELL cris number 5210999/17 refers. At 1402hrs I knocked on the front door where SIMON CORDELL refused to answer the door to police. I explained the reason for the Harassment letter. SIMON CORDELL prevented me from posting the letter into the letter box, and as such I slid the letter under the front door.



Witness Signature: .....

SCOTT SERGISON 415YE

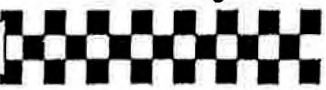
Signature Witnessed by Signature: .....

Page 1 of 1



99/12

RESTRICTED (when complete)



294

62

Mr Simon Cordell  
109 Burncroft Avenue  
Enfield  
EN3 7JG

Please reply to: Lemmy Nambuisi  
Anti-Social Behaviour Team  
Community Safety Unit  
B Block North  
Civic Centre  
Enfield  
EN1 3XJ  
E-mail : [lemmy.nambuisi@enfield.gov.uk](mailto:lemmy.nambuisi@enfield.gov.uk)  
My Ref :  
Your Ref :  
Date : 29 November 2016

Dear Mr Cordell,

**Re: Reports of Anti-Social Behaviour, Harassment, Intimidation and Threatening Behaviour**

I write with regards to reports of anti-social behaviour, intimidation, harassment and threatening behaviour made against you by your neighbours.

The reports include using threatening, abusive and insulting words and language, aggressively demanding money, intimidation and making threats towards your neighbours. It is also alleged that on 4<sup>th</sup> October 2016, you banged on your ceiling and you later started to bang and kick at your neighbour's door. It is alleged that you were very aggressive and was shouting through your neighbour's door and that you then proceeded to drag his motorbike from where it was parked and started to smash it up.

It is also alleged that your dogs are left by themselves all day and night barking and causing noise disturbances to your neighbours. Your neighbours have also alleged that you have installed a CCTV in the communal area with the camera pointing towards the main entrance to the block thereby making them to feel very uncomfortable when entering and leaving the block. Your neighbours have alleged that this is an invasion of their privacy.

If these allegations are true, they are in breach of the following terms and conditions of your Tenancy Agreement:

Ian Davis  
Director – Regeneration &  
Environment  
Enfield Council  
Civic Centre, Silver Street  
Enfield EN1 3XY

Website: [www.enfield.gov.uk](http://www.enfield.gov.uk)

  
**EQUALITY**  
FRAMEWORK  
FOR LOCAL  
GOVERNMENT  
EXCELLENT

63  
295

### **2.2.1 Anti-social behaviour, nuisance and noise disturbance.**

We will consider all legal remedies available to us to deal with anti-social behaviour, domestic abuse, harassment, hate crime, nuisance, gang activity and other criminal activity where this is supported by sufficient evidence.

If we take legal action we will ask the court to give us an order against you for the legal costs we have incurred.

**Condition 10.** You must not act in any way which causes, or is likely to cause, a nuisance or annoyance or is anti-social.

**Condition 11.** You must install any radio and/or video equipment or carry out any physical measures to respond to any nuisance or anti-social behaviour which you are suffering from without first consulting us.

### **2.2.3 Harassment and hate crime.**

**Condition 16.** You must not harass or threaten to harass anyone because of their age, colour, culture, disability, ethnic origin, gender, gender reassignment, HIV status, nationality, race, religion, sexual orientation or for any reason.

### **2.2.6 Other unacceptable behaviour**

**Condition 21.** You must not abuse, harass, make offensive comments and/or malicious allegations, use or threaten to use violence against any of our officers or agents, or against a councillor. This applies at any time and in any place. We may report the matter to the police.

### **2.15 Pet(s) and animal(s)**

**Condition 76.** You have the right to keep one pet, or animal such as a cat, a dog, small bird, fish, non-poisonous insect, spider, small snake or lizard, rabbit, hamster, guinea pig, mouse, gerbil or domestic rat as long as they do not cause damage to the property, or nuisance or annoyance to anyone in your locality.

**Condition 81.** If your pet(s) or animal(s) is/are causing a nuisance, annoyance or disturbance to others, or is/are being treated inappropriately or cruelly, we

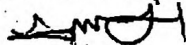
64

296

will take action and give written notice asking you to remove it/them from your home.

It is very important that we meet with you to discuss these very serious allegations and give you the opportunity to respond to them. I have therefore arranged for you to meet with me at the Civic Centre, Silver Street, Enfield, EN1 3XY at 2pm on Tuesday, 6<sup>th</sup> December 2016 to discuss this matter. Please ask to see Mr Lemmy Nwabuisi from the ASB Team, Community Safety Unit at the reception when you get to the Civic Centre.

Yours Sincerely



Lemmy Nwabuisi  
ASB Team

**IMPORTANT** – Enfield residents should register for an online Enfield Connected account. Enfield Connected puts many Council services in one place, speeds up your payments and saves you time – to set up your account today go to [www.enfield.gov.uk/connected](http://www.enfield.gov.uk/connected)

65  
297



Mr Simon Cordell  
109 Burncroft Avenue  
Enfield  
EN3 7JQ

Please reply to: Lemmy Nwabuisi  
Anti-Social Behaviour Team  
Community Safety Unit  
B Block North  
Civic Centre  
Enfield  
EN1 3XA  
E-mail: [lemmy.nwabuisi@enfield.gov.uk](mailto:lemmy.nwabuisi@enfield.gov.uk)  
My Ref :  
Your Ref :  
Date: 31 January 2017

Dear Mr Cordell,

**Re: Allegations of Anti-Social Behaviour, Harassment, Intimidation and Threatening Behaviour**

I write with regards to reports of anti-social behaviour, intimidation, harassment and threatening behaviour made against you by your neighbours.

I wrote to you on 29<sup>th</sup> November 2016 regarding these reports and invited you to meet with me at the Civic Centre on 6<sup>th</sup> December 2016 to discuss the allegations made against you, copy attached. I received a letter from your mother dated 24<sup>th</sup> November 2016 in which she stated that she does not believe that it is justified to hold the meeting before your formal complaint and subject access request is dealt with. I understand these have now been dealt with.

The Enfield Council, Community Safety Unit, Anti-Social Behaviour Team have continued to receive various allegations from your neighbours against you concerning alleged nuisance and anti-social behaviour towards them. The allegations include using threatening, abusive and insulting words and language, aggressively demanding money, intimidation, making threats towards your neighbours and tampering with the electricity and water supply to their flat.

These are very serious breach of tenancy conditions and it is very important that we meet with you to discuss these allegations and give you the opportunity to respond to them. I have therefore arranged for you to meet with me at the Civic Centre, Silver Street, Enfield, EN1 3XY at 2pm on Thursday, 9<sup>th</sup> February

Ian Davis  
Director - Regeneration &  
Environment  
Enfield Council  
Civic Centre, Silver Street  
Enfield EN1 3XY

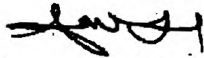
  
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Website: [www.enfield.gov.uk](http://www.enfield.gov.uk)

66  
298

2017 to discuss this matter. You should contact me on 02083795354 to rearrange the meeting if this date is not convenient for you. Please ask to see Mr Lemmy Nwabuisi from the ASB Team, Community Safety Unit at the reception when you get to the Civic Centre.

Yours Sincerely



Lemmy Nwabuisi  
ASB Team

ENC:

**IMPORTANT** – Enfield residents should register for an online Enfield Connected account. Enfield Connected puts many Council services in one place, speeds up your payments and saves you time – to set up your account today go to [www.enfield.gov.uk/connected](http://www.enfield.gov.uk/connected)

67

299

Mr Simon Cordell  
109 Burncroft Avenue  
Enfield  
EN3 7JQ

Please reply to: Lemmy Nwabuisi  
Anti-Social Behaviour Team  
Community Safety Unit  
B Block North  
Civic Centre  
Enfield  
EN1 3XA  
E-mail : [lemmy.nwabuisi@enfield.gov.uk](mailto:lemmy.nwabuisi@enfield.gov.uk)  
My Ref :  
Your Ref :  
Date: 16 February 2017

Dear Mr Cordell,

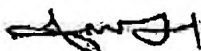
**Re: Allegations of Anti-Social Behaviour, Harassment, Intimidation and Threatening Behaviour**

I write with regards to reports of anti-social behaviour, intimidation, harassment and threatening behaviour made against you by your neighbours.

As requested, I sent an email to you on 10<sup>th</sup> February 2017 with details of the allegations made against you. We now need to meet with you to discuss these allegations and give you the opportunity to respond to them.

I have therefore arranged for you to meet with me at the Civic Centre, Silver Street, Enfield, EN1 3XY at 2.30pm on Wednesday, 22<sup>nd</sup> February 2017 to discuss this matter. You should contact me on 02083795354 to rearrange the meeting if this date is not convenient for you. Please ask to see Mr Lemmy Nwabuisi from the ASB Team, Community Safety Unit at the reception when you get to the Civic Centre.

Yours Sincerely



Lemmy Nwabuisi  
ASB Team

Mr Simon Cordell  
109 Burncroft Avenue  
Enfield  
EN3 7JQ

Please reply to: Lemmy Nwabuisi  
Anti-Social Behaviour Team  
Community Safety Unit  
B Block North  
Civic Centre  
Enfield  
EN1 3XA  
E-mail: [lemmy.nwabuisi@enfield.gov.uk](mailto:lemmy.nwabuisi@enfield.gov.uk)  
My Ref:  
Your Ref:  
Date: 16 March 2017

Dear Mr Cordell,

**Re: Allegations of Anti-Social Behaviour, Harassment, Intimidation and Threatening Behaviour**

I write with regards to reports of anti-social behaviour, intimidation, harassment and threatening behaviour made against you by your neighbours.

I wrote to you on 29<sup>th</sup> December 2016 to arrange to meet with you on 6<sup>th</sup> December 2016 to discuss these reports but you cancelled the meeting. I wrote to you again on 31<sup>st</sup> January 2017 to arrange to meet with you on 9<sup>th</sup> February 2017, you also cancelled the meeting. I then wrote to you again on 16<sup>th</sup> February 2017 to arrange to meet with you on 22<sup>nd</sup> February 2017 and again you cancelled the meeting. I have enclosed all three letters for your information.

It is unfortunate that you have repeatedly refused to meet with us to discuss this matter and look at ways to resolve the problems between you and your neighbours. The allegations made against you by your neighbours, if true, are very serious breaches of your tenancy conditions. It is important that we meet with you to discuss these allegations and give you the opportunity to respond to them.

I have therefore arranged for you to meet with me at the Civic Centre, Silver Street, Enfield, EN1 3XY at 3pm on Wednesday, 22<sup>nd</sup> March 2017 to discuss this matter. You should contact me on 02083795354 to rearrange the meeting if this date is not convenient for you.

Ian Davis  
Director – Regeneration &  
Environment  
Enfield Council  
Civic Centre, Silver Street  
Enfield EN1 3XY.

Website: [www.enfield.gov.uk](http://www.enfield.gov.uk)

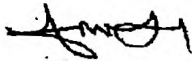
  
**EQUALITY**  
FRAMEWORK  
FOR LOCAL  
GOVERNMENT  
EXCELLENT

69  
301

Please note that if you fail to attend or call to rearrange this meeting, then we will have no option but to serve a notice of seeking possession against your tenancy without further warning. The council may also take further tenancy enforcement and/or legal action against you if further substantiated allegations are made against you.

Kind Regards

Yours Sincerely



Lemmy Nwabuisi  
ASB Team

**IMPORTANT** – Enfield residents should register for an online Enfield Connected account. Enfield Connected puts many Council services in one place, speeds up your payments and saves you time – to set up your account today go to [www.enfield.gov.uk/connected](http://www.enfield.gov.uk/connected)

70

302



Our ref: VLS/EO/H/CORDELL/17  
Your ref: LSC/C/L1/157255  
Date: 22 September 2017



Gibson House, 800 High Road  
Tottenham, London N17 0DH

Tel: +44(0)20 8808 7999  
Fax: +44(0)20 8808 1999

Emergency Nos:  
+44(0)7940 728 166  
+44(0)7533 255 996

DX: 36209 Edmonton Exchange

Email: [info@vlssolicitors.com](mailto:info@vlssolicitors.com)  
[www.vlssolicitors.com](http://www.vlssolicitors.com)

London Borough of Enfield  
Legal Services  
P O Box 50 Civic Centre  
Silver Street  
Enfield  
EN1 3XA

By Fax no: 020 83796492

Dear Sirs,

**RE: LONDON BOROUGH OF ENFIELD v MR SIMON CORDELL**  
**CLAIM NUMBER: D02ED073**

We act for the Defendant in the above case and enclose herewith:

1. our duly completed notice of change of legal representative and
2. Defence

Yours faithfully,

VLS Solicitors



CONTRACTED WITH  
LEGAL AID AGENCY

A LIST OF DIRECTORS IS  
DISPLAYED AT THE FIRM'S  
REGISTERED ADDRESS

Privy Council Agent  
VAT Reg. No. 929 6322 02

303

IN THE COUNTY COURT AT EDMONTON

BETWEEN

THE LONDON BOROUGH OF ENFIELD

Claimant

AND

MR SIMON CORDELL

Defendant

---

DEFENCE STATEMENT OF SIMMON CORDELL

---

1. Defendant admits paragraph 3 of the witness statement of Mr Lemmy Nwabuisi dated 7 August 2017.
2. Paragraph 4 of the witness statement is denied in so far as it relates to acts of harassment and antisocial behaviour but admits that he was charged at Highbury Corner Magistrates Court but was discharged.
3. Defendant denies paragraphs 6 to 25 of the witness statement and Claimant is put to proof.
4. Paragraph 27 of the witness statement is denied. Defendant avers that he has always granted access to the Claimant and its contractors upon being given reasonable notice.
5. Defendant denies paragraphs 28 to 33 of the witness statement and the Claimant is put to strict proof
6. Defendant avers that he suffers from mental health problems and is under the care of the mental health team which the Claimant has always been aware of and in breach of its duty under section 15 and 149 of the Equality Act 2010. Defendant has on several occasions complained to the Claimant about noise and other antisocial behaviour by the tenants of 113 and 117 but Claimant

failed or refused to investigate and/or take any action which there was no possible reason other than the Defendant's mental health problems.

7. The Defendant respectfully requests the court to discharge the injunction dated 8 August 2017.

**Statement of Truth**

Defendant believes the facts stated in this Defence are true.

I am authorised by the Defendant to sign this statement.

Sign:

*[Signature]*

Name:

*EMMANUEL ONWUSI*

Date:

*22/9/17*

VLS Solicitors  
Gibson House  
800 High Road  
Tottenham  
London  
N17 0DH

Ref: VLS/EO/H/CORDELL/17

305

# Notice of change of legal representative

## Note:

You should tick either box A or B as appropriate and box C. Complete details as necessary.

In the COUNTY COURT AT EDMONTON	Claim No. D01ED073
Name of Claimant (including ref.) LONDON BOROUGH OF ENFIELD REF: LS/C/L/157255	
Name of Defendant MR SIMON CORDELL	

I (We) give notice that

A ☐ my legal representative (insert name and address)

has ceased to act for me and I shall now be acting in person.

B ☒ we (insert name of legal representative)

VLS SOLICITORS

have been instructed to act on behalf of the claimant (defendant) in this claim

in place of (insert name and address of previous legal representative).

C ☒ I (we) have served notice of this change on every party to the claim (and on the former legal representative).

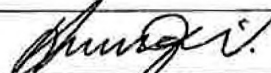
Address to which documents about this claim should be sent (including any reference)

VLS SOLICITORS GIBSON HOUSE 800 HIGH ROAD TOTTENHAM LONDON	If applicable	
	Telephone no.	020 8808 7999
	Fax no.	020 8808 1999
	DX no.	36209 EDMONTON EXCHANGE
	Your ref.	VLS/EO/H/CORDELL/17

Postcode N17 0DH 

E-mail	info@vlsolicitors.com
--------	-----------------------

Signed



(Claimant)(Defendant)(s legal representative)  
(Litigation friend)

Position or  
office held

SOLICITOR

If signing on behalf of firm or company

Date

22/09/2017

For further details of the courts [www.gov.uk/find-court-tribunal](http://www.gov.uk/find-court-tribunal)

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

## Injunction Order

Between Mr Simon Cordell, Defendant  
and London Borough Of Enfield, Claimant

London Borough Of Enfield  
P O Box 50  
Civic Centre  
Silver Street  
Enfield  
EN1 3XA  
90615 ENFIELD 1

In the County Court at Edmonton	
<b>Claim Number</b>	D02ED073
<b>Claimant</b> (including ref.)	London Borough Of Enfield LS/C/LI/157255
<b>Defendant</b> (including ref.)	Mr Simon Cordell



### **If you do not obey this order you will be guilty of contempt of court and you may be sent to prison**

If you, Mr. Simon Cordell (the Defendant) disobey this Order you will be guilty of contempt of Court and you may be sent to prison or fined or have your asset seized. You should read this Order carefully and are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

**Before** Deputy District Judge Harris sitting at the County Court at Edmonton, 59 Fore Street, London, N18 2TN,

**Upon** hearing Solicitor for the Claimant on without notice application,

### **IT IS ORDERED THAT:**

1. The Defendant, Mr. Simon Cordell permit the Claimant's employees and contractors access into 109 Burncroft Avenue, Enfield, EN3 7JQ to carry out routine maintenance inspections and necessary repairs within 48 hours of written notification.
2. The Defendant, Mr. Simon Cordell keep his dog on a lead in communal areas outside his property.
3. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from engaging or threatening to engage in conduct that is likely to cause physical violence and verbal abuse to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.
4. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from engaging or threatening to engage in conduct that is likely to cause intimidation, harassment, alarm and distress to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.
5. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) engaging or threatening to engage in conduct that is likely to cause nuisance and annoyance to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.
6. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from using his pet dog to frighten, intimidate, or threaten violence to the Claimant's employees, tenants and visitors at Burncroft Avenue, Enfield.
7. A power of arrest is attached to paragraphs 3 to 6 above.
8. This order shall remain in force until 8 August 2018 at 23:59 unless before then it is revoked by further order of the court.

The court office at the County Court at Edmonton, 59 Fore Street, London, N18 2TN. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 020 8884 6500. Check if you can issue your claim online. It will save you time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.

N16 General Form of injunction for interlocutory application or originating application

Produced by: Adrian B  
CJR105

307

9. **Matter be listed for a further hearing at 10:00AM on 21 August 2017 at the County Court at Edmonton,**  
59 Fore Street, London, N18 2TN with a time estimate of 30 minutes.
10. Costs in the case.

You are entitled to apply to the court to reconsider the order before the day.

If your case does settle prior to the hearing date please notify the court in writing.

Cases are listed in accordance with local hearing arrangements determined by the Judiciary and implemented by court staff. Every effort is made to ensure that hearings start either at the time specified or as soon as possible thereafter. However, listing practices or other factors may mean that delays are unavoidable. Furthermore, in some instances a case may be released to another judge, possibly at a different court or adjourned to another date. Please contact the court for further information on the listing arrangements that may apply to your hearing.

Your case has been listed at the same time as several other cases but you are required to attend Court at the time given in your notice, or earlier if you need to speak to your legal representative. When you arrive at Court you should report to an Usher who will tell you if the other party are in attendance. You may wish to consult with them before going into Court to attempt to clarify/resolve any outstanding issues.

The Judge will decide the order in which cases are called based on who is in attendance, the time estimate and other factors. Please ensure that the Usher is aware of your whereabouts at all times. If you are not in the court at the required time and your case is called it will be heard in your absence.

*You may be able to get free legal aid advice. Go online at [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) for further information.*

**Dated** 9 August 2017

308



N110A

**Power of arrest**

Name of defendant

Mr. Simon Cordell

Defendant's address

109 Burncroft Avenue  
Enfield  
London  
EN3 7JQ

Name of court

County Court at Edmonton

Claim No.

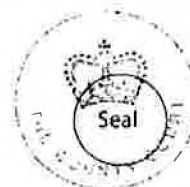
D02ED073

Claimant's name (including ref.)

The Mayor and Burgesses of The London Borough of Enfield (LS/C/LI/157255)

Defendant's name (including ref.)

Mr. Simon Cordell



Date order made : 9 / 8 / 2017

Name of judge Deputy District Judge Harris

Order made

under (insert

statutory provision)

The Anti-Social Behaviour, Crime and Policing Act 2014

This order includes a power of arrest under (insert statutory provision)

The Anti-Social Behaviour, Crime and Policing Act 2014

The relevant paragraphs of the order to which a power of arrest has been attached are:

(set out those paragraphs of the order to which the power of arrest is attached, if necessary continue on a separate sheet)

See attached

This power of arrest was ordered on 9 / 8 / 2017

and expires on the 8 / 8 / 2018

**Note to Arresting Officer**

Where the defendant is arrested under the power given by section 155 of the Housing Act 1996, or section 27 of the Police and Justice Act 2006; or section 43 of the Policing and Crime Act 2009; or section 4 of the Anti-Social Behaviour, Crime and Policing Act 2014:-

- the defendant shall be brought before the judge within the period of 24 hours beginning at the time of their arrest;
- a constable shall inform the person on whose application the injunction was granted, forthwith where the defendant is arrested under the power given by section 155 of the Housing Act 1996 or as soon as reasonably practicable where the defendant is arrested under the power given by section 27 of the Police and Justice Act 2006 or section 43 of the Policing and Crime Act 2009 or section 4 of the Anti-Social Behaviour, Crime and Policing Act 2014.

Nothing in section 155 of the Housing Act 1996 or section 27 of the Police and Justice Act 2006 or section 43 of the Policing and Crime Act 2009 or section 4 of the Anti-Social Behaviour, Crime and Policing Act 2014, shall authorise the detention of the respondent after the expiry of the period of 24 hours beginning at the time of their arrest.

In calculating any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.

Name of Claimant

The Mayor and Burgesses of The London Borough of Enfield

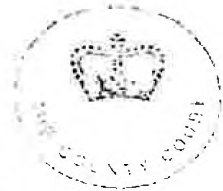
Claimant's address

PO Box 50  
Civic Centre  
Silver Street  
Enfield  
EN1 3XA

Claimant's phone number

0208 3796438

309



3. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from engaging or threatening to engage in conduct that is likely to cause physical violence and verbal abuse to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.

4. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from engaging or threatening to engage in conduct that is likely to cause intimidation, harassment, alarm and distress to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.

5. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) engaging or threatening to engage in conduct that is likely to cause nuisance and annoyance to the Claimant's employees, tenants and visitors to the block of flats at Burncroft Avenue, Enfield.

6. The Defendant, Mr. Simon Cordell be forbidden (whether by himself or by instructing or encouraging or permitting any other person) from using his pet dog to frighten, intimidate, or threaten violence to the Claimant's employees, tenants and visitors at Burncroft Avenue, Enfield.

Statement filed on behalf of the Claimant  
Deponent: Terence Conway  
Statement No: One  
Exhibits: One

IN THE COUNTY COURT AT EDMONTON

CASE NO: DO2ED073

THE LONDON BOROUGH OF ENFIELD  
(LBE Ref: LS/C/LI/57255)

Claimant

And

MR SIMON CORDELL

Defendant

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STATEMENT OF TERENCE CONWAY

---

I, Terence Conway, of Global Investigation Services, Process Server acting under the direction of The London Borough of Enfield, Legal Services Department, P.O Box 50, Civic Centre, Silver Street, Enfield EN1 3XA, solicitors for the above-named Claimant, and say as follows:

1. That I am over sixteen years of age.
2. That I did on Thursday 10<sup>th</sup> August 2017 at approximately 10.15am attend at the address supplied of 109 Burncroft Avenue Enfield EN3 7JQ, and, in the presence of PSO Sam Lowe and two Police Constables with 'collar numbers' 343YE, 417YE and 7142YE respectively, I did meet and personally serve the above named Defendant with the following: a Cover Letter from the claimant's solicitor dated 9<sup>th</sup> August 2017, an Injunction Order dated 9<sup>th</sup> August 2017 giving Notice of Hearing for 21<sup>st</sup> August 2017 at 10.00am at the Edmonton County Court, an N110A Power of Arrest, a Claim Form CPR Part 8, an Acknowledgement of Service Form with Notes for the Defendant, an Application for an Injunction, a Witness Statement of John Irving, a

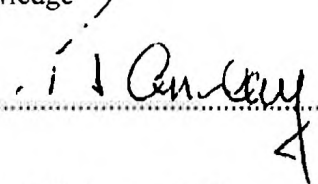
Witness Statement of Markandu Mathiyalagam, a Witness Statement of Neville Grey;  
a Witness Statement of George Quinton and a Witness Statement of Lemmy Nwabuisi  
with Exhibits.

3. That there is now produced and shown to be marked 'A' a bundle containing true  
copies of the said documents so served by me as aforesaid.

4. That, at the time of service, the Defendant freely identified himself to me as  
SIMON CORDELL and was recognised as being the Defendant by the attending PSO  
Sam Lowe. who has had dealings with the Defendant on previous occasions.

5. That, furthermore, when I asked the Defendant if he was able to read and  
understand the Injunction I had served upon him, he replied that he had difficulty  
reading, That, therefore, I did read out all the terms of the Injunction Order to the  
Defendant, emphasising the need for compliance to these terms with the Power of  
Arrest being applied to terms 3 -6 inclusive, should they be breached. I further  
advised the Defendant that the Hearing for this matter was set for the 21<sup>st</sup> August  
2017 at 10.00am at the Edmonton County Court.

I Terence Conway confirm the contents of this Statement to be true to the best of my  
knowledge

  
.....

Dated 10<sup>th</sup> August 2017

Statement filed on behalf of the Claimant  
Deponent: Terence Conway  
Statement No: One  
Exhibits: One

IN THE COUNTY COURT AT EDMONTON

CASE NO: DO2ED073

THE LONDON BOROUGH OF ENFIELD  
(LBE Ref: LS/C/LI/57255)

Claimant

And

MR SIMON CORDELL

Defendant

---

EXHIBIT 'A'

---

This is the exhibit marked 'A' as referred to in the Statement of Terence Conway  
Dated 10<sup>th</sup> August 2017

313

London Borough Of Enfield  
P O Box 50  
Civic Centre  
Silver Street  
Enfield  
EN1 3XA  
90615 ENFIELD 1



314



# General Form of Judgment or Order

In the County Court at  
Edmonton

Claim Number D02ED073

Date 29 September 2017



LONDON BOROUGH OF ENFIELD

1<sup>st</sup> Claimant  
Ref LS/C/LI/157255

MR SIMON CORDELL

1<sup>st</sup> Defendant  
Ref

**Before** Employment Judge Taylor sitting at the County Court at Edmonton, 59 Fore Street, London, N18 2TN.

**Upon** hearing the Solicitor for the Claimant and the Solicitor for the Defendant,

**And upon** the Defendant's application to discharge the interim injunction,

## IT IS ORDERED THAT:

1. The Claimant do file a Reply to Defence, if so advised by 9 October 2017.
2. The parties do file a Directions Questionnaire by 23 October 2017.
3. The interim order for injunction and power of arrest shall remain in force until 8 August 2018 at 23:59 unless before then it is revoked by further order of the Court.
4. Costs in the case.

**Dated** 25 September 2017

The court office at the County Court at Edmonton, 59 Fore Street, London, N18 2TN. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 020 8884 6500. Check if you can issue your claim online. It will save you time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.

315

## General Form of Judgment or Order

In the County Court at  
Edmonton

Claim Number D02ED073

Date 9 November 2017



LONDON BOROUGH OF ENFIELD	<b>1<sup>st</sup> Claimant</b> Ref LS/C/LI/157255
MR SIMON CORDELL	<b>1<sup>st</sup> Defendant</b> Ref VLS/EO/H/ CORDELL/17

Before District Judge Cohen sitting at the County Court at Edmonton, 59 Fore Street, London, N18 2TN.

Of the Court's own initiative and upon the claimant having failed to file a directions questionnaire

### IT IS ORDERED THAT

1. The Claimant do file a completed directions questionnaire by 4.00 pm on 17 November 2017.
2. If the Claimant fails to comply with paragraph 1 of this order the injunction of 9th August 2017 do stand discharged without further order and the claim do stand struck out without further order.
3. Permission to either party to apply to set aside, vary or stay this order by an application on notice which must be filed at this Court not more than 3 days after service of this order.

Dated 6 November 2017



The court office at the County Court at Edmonton, 59 Fore Street, London, N18 2TN. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 020 8884 6500. Check if you can issue your claim online. It will save you time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.



**HM Courts  
& Tribunals  
Service**

London Borough Of Enfield  
P O Box 50  
Civic Centre  
Silver Street  
Enfield  
EN1 3XA  
90615 ENFIELD 1

**HM Courts & Tribunals Service**  
**The County Court at Edmonton**  
59 Fore Street  
London  
N18 2TN

**DX 136686 EDMONTON 3**

**T 020 8884 6500**

**F** \_\_\_\_\_

**www.gov.uk**

Your ref: LS/C/LI/157255

13 December 2017

Dear Sir/Madam

**Re: Case Number: D02ED073 London Borough Of Enfield v Mr Simon Cordell**

The file was referred to the District Judge and his comments are :

"Your Directions Questionnaire was received by the court on 20/11/17. Therefore the sanction on the order of 6/11/17 applies."

Yours sincerely,

*Vas.*

Ourvasse Cundapen  
Back Office Section  
Ext

c.c: defendants



L. BLANK

317

