Neutral Citation Number: [2024] EWHC 1206 (KB)

Case No: KB-2024-001199

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 21 May 2024

Before:

HIS HONOUR JUDGE AUERBACH
(Sitting as a Judge of the High Court)

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THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF ENFIELD — **Claimant**

- and –

CHARLES SNELL (1)
DAVID SNELL (2)
STEPHEN MAY (3)
ABDELLAH TAYEB (A.K.A. CASTRO) (4)
MICHAL WUJEK (5)
PERSONS UNKNOWN (6) — **Defendants**

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Francis Hoar (instructed by **Legal Services, London Borough of Enfield**) for the **Claimant**
The Second Defendant appeared in person for himself and the **First Defendant**
The Fifth Defendant appeared in person
No attendance or representation for the **Third**, **Fourth** or **Sixth Defendants**

Hearing date: 14 May 2024

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Approved Judgment

This judgment was handed down remotely at 10:30am on 21 May 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

HIS HONOUR JUDGE AUERBACH:

Introduction and Background

1. The Claimant is a London local authority. This claim arises in the context of the Meridian Water Regeneration Project (Meridian Water), which is a project to develop 10,000 new homes. The project is located on freehold land owned by the Claimant traversed by a stretch of the River Lea (sometimes spelled Lee).

2. The Claimant has a contract with Vinci Construction UK Limited, which operates through Taylor Woodrow, for what the Claimant describes as essential preparatory works and development of the river embankment for the purposes of the Meridian Water project, to include the clearing of the embankment and related construction works abutting the river. These particular works had a contractual commencement date of 6 December 2023.

3. On 18 April 2024 the Claimant filed a part 8 claim in trespass and nuisance and to prevent alleged anti-social behaviour. There were five named Defendants. The Sixth Defendant was persons unknown.

4. The Second Defendant, David Snell, is the father of the First Defendant, Charles Snell. David is 64. Charles is 29. They have been living on a narrow long boat on the relevant stretch of the River Lea for several years.

5. The Third Defendant, Steven May, is said by the Claimant to have had a narrow long boat moored on the relevant stretch of river. When the action began the Claimant's position was that it believed that he was continuing to use the boat at least as a place to sleep. However, during the course of the hearing before me, I was told that relief was no longer sought against him, as the Claimant now understands that he has gone.

6. The Fourth Defendant, Abdellah Tayeb (or Castro) also has a boat which the Claimant says is currently moored on the relevant stretch of river.

7. The Fifth Defendant, Michal Wujek, is living in a structure on the Claimant's relevant land which the Claimant calls a shack and he calls a shed. He has been doing so for at least some months.

8. The claim is for a final injunction. It was accompanied by an application for an interim injunction. Both were sealed on 21 April 2024. The Claimant applied for time for service to be abridged, and for the hearing of the interim injunction application to be listed without notice to the Defendants, due to what was said to be the extreme urgency of the application.

9. The claim and application were accompanied by a signed witness statement of Karen Maguire dated 18 April 2024 and containing a statement of truth. Ms Maguire is the Claimant's Lead Officer for Trespass and Encampments.

10. At paragraph 3 Ms Maguire stated that abridgment of time for service was necessary because of a fear "that if this application is not proceeded with immediately there will be at least 21 days before the Claimant is able to obtain the relief they seek against the Defendants and in that time the Council will face financial penalties of around £142,000 per week and there is a risk of significant damage could be sustained to the

locations that the proposed Order seeks to protect …". She also provided a breakdown of those figures at paragraph 32.

11. There was a hearing in respect of that application, before Rory Dunlop KC, sitting as a Deputy High Court Judge, on 1 May 2024. There was by that time before the Court also a further statement from a process server, Aron Graves, of 25 April 2024, indicating what steps had been taken with a view to bringing documents relating to the claim to the attention of the Defendants. Mr Hoar of counsel appeared at that hearing for the Claimant. The Second and Fifth Defendants appeared in person. There was no attendance by, or appearance for, the other Defendants on that occasion.

12. The judge announced that he was adjourning the application part heard to a date between 14 and 17 May 2024. A reserved judgment was handed down on 3 May 2024 and the judge's associated order was sealed on 7 May 2024. The order included further directions for today's hearing.

13. In summary, the following pertinent points arise from that judgment and order.

14. First, the judge was not satisfied that the Defendants had had sufficient notice, nor that there was sufficient justification for proceeding without proper notice. There was a letter before the judge from the Community Law Partnership (CLP) referring to David Snell as their client and indicating that legal aid funding was being sought. Mr Snell asked for the hearing to be adjourned to any date in the week of 13 May, other than 13 May itself, when he had a medical appointment, on the basis that it was anticipated that legal aid would be sorted out by then. Mr Wujek indicated that he was also considering instructing CLP.

15. Secondly, and relatedly, the judge sought clarification and explanation of the figures given in Ms Maguire's witness statement at paragraphs 3 and 32. At paragraphs 40 and 41 of his judgment the judge noted that he had been told that the Claimant had not yet incurred any financial penalties, as the mitigation, by way of fencing that had been put in place by Taylor Woodrow around the area being occupied by the Defendants, had so far been effective. The judge said that he was very troubled by this, as, had he not asked questions he would have been misled into believing that the Claimant had been paying penalties at the rate of £142,000 since the issuing of the claim. He gave directions for further evidence to be produced about this aspect for the adjourned hearing.

16. Thirdly, while recognising that it would of course be a matter for the judge presiding at the adjourned hearing, the judge indicated that for his part he would have wanted to know more about what the implications for the Defendants would be, were the interim injunction sought to be granted, on the basis that he would regard this as relevant to weighing the balance of prejudice.

17. The application came back before me at a hearing on 14 May 2024.

18. Since the last hearing the Claimant had filed a second witness statement of Ms Maguire dated 7 May 2024 and a statement of Rauf Iqbal, Strategic Infrastructure Works Construction Programme Manager, also of 7 May 2024. It has also filed a further process-server's statement, from Frederick Chatfield, of 10 May 2024.

19. At the hearing before me Mr Hoar of counsel once again appeared for the Claimant. The Second Defendant, David Snell, and the Fifth Defendant, Michal Wujek, each again appeared in person. David Snell told me, and I accept, that he was also appearing on behalf of his son, Charles Snell.

20. As I have noted, in the course of the hearing Mr Hoar indicated that relief was no longer sought against the Third Defendant, Stephen May. He also indicated in the course of the hearing that, at least at this hearing, relief was no longer sought against persons unknown, given what he acknowledged was a failure thus far fully to comply with DHCJ Rory Dunlop KC's specific order regarding service in that regard. He indicated that this may be revisited.

21. In discussion at the start of the hearing, which began at midday, Mr Snell indicated that he did not have legal aid or legal representation, he did not anticipate that situation changing in the future and he was not asking me to postpone this hearing. He did not have any issue about service.

22. Mr Wujek did apply for an adjournment at the start. He said he had contacted CLP on 30 April 2024 with a view to representation but had only heard back from them that they would be unable to help him by email late on 8 May. He also said he had received some documents only very late. He had contacted the Court about the logistics of providing documents he might wish to rely upon, but had only heard back yesterday. He needed more time to marshal his arguments and evidence. He said he was at a disadvantage as a litigant in person and because English is not his first language. Mr Hoar opposed the application.

23. I gave an oral decision refusing the application. I considered that Mr Wujek had, taking account of the first postponement, now had a fair opportunity to obtain legal representation. His command of English is excellent – he had expressed himself fluently and articulately to me. Any issues about service could be considered by me as part of my overall consideration. His being a litigant in person was not, as such, a reason not to proceed. I would make appropriate allowances for that. He could put in any documents he had brought with him on which he wished to rely. If I granted an injunction I would allow time to comply. Mr Hoar had raised an issue as to whether legal aid would in fact be available in any event at all, as the Defendants are said to be trespassers. That appeared to me to be a potential issue, but I did not rely upon it.

24. After lunch it transpired that an email had been sent to the Court from CLP at just after midday. In summary, this confirmed that they did not have legal aid funding and were unable to represent Mr Snell. They asked for a second adjournment to give him a further opportunity to obtain legal aid and representation. They had also prepared a draft witness statement and sent it to him, but not received a signed or approved version. They asked the Court to take into account any signed statement which he might bring with him. They also submitted that there had not been proper service on the Sixth Defendant (persons unknown) in the manner required by Judge Dunlop KC's order, failing which, they submitted, no interim injunction should be granted at this hearing.

25. In discussion of that letter, Mr Snell told me that his position remained that he was *not* applying for an adjournment. He wanted the matter to be decided without further delay, as not knowing where he stood was causing him continuing stress on top of his

other ill health. In further discussion it was confirmed that Mr Snell had no issue about service and Mr Wujek also clarified that he accepted that he had been properly served as well (though he disputed a remark about his dogs attributed to him by the process server).

26. Mr Hoar put in a few additional documents relating to recent communications between the Claimant and Mr Wujek. I heard oral submissions from Mr Hoar followed by Mr Snell and then Mr Wujek and then a brief reply from Mr Hoar. Both Mr Snell and Mr Wujek made points about what they said were aspects of the history of matters. Mr Wujek spoke at some length and put in some photographs that he had taken of the fencing.

27. I reserved my decision and explained what the next steps would be.

28. I did not have any sworn evidence from any of the Defendants, but did take into account what both Mr Snell and Mr Wujek told me, in addition to the sworn evidence from the Claimant. There was a good deal of clear contemporaneous documentary evidence, such as emails, before the Court.

Service

29. As I have noted, no issue about service was taken by or on behalf of the First or Second Defendants nor, ultimately, the Fifth Defendant, and interim relief was no longer sought at the hearing before me against the Third or Sixth Defendants.

30. As to the Fourth Defendant, Mr Tayeb (a.k.a. Castro), Mr Graves' statement of 25 April 2024 records that he attended at the Fourth Defendant's boat and effected service on him at that stage of the matter (after the claim had been issued but prior to the first interim relief hearing). Following the 1 May hearing, Mr Chatfield's witness statement of 10 May 2024 records that on 8 May he attended at Mr Castro's boat and effected service of all the further required documents by affixing two complete sets in transparent envelopes to the gate of his boat in the presence of the Fifth Defendant (Mr Wujek) who said that Mr Tayeb was on the boat but would not come out. Mr Chatfield also says that he was unable to get to the boat itself due to the 7 aggressive dogs that were present.

31. At the hearing before me Mr Hoar indicated that he did not claim that what happened on the second occasion amounted to personal service, but, in the circumstances invited me to treat the overall steps already taken as good service on the Fourth Defendant sufficient for the purposes of this hearing.

32. Having regard to all the circumstances, including the personal service effected on the first occasion (including notice of the existence of these proceedings and that interim relief was being sought) and the steps that were taken on the second occasion, and the reason why personal service was not effected on the second occasion, I do consider that sufficient steps have been taken such that it is fair to treat them as good service on the Fourth Defendant, and will so order.

The Interim Relief Sought

33. There was a draft order before me. It described the interim relief sought as "prohibitory" but I put it to Mr Hoar that, in substance, the order being sought would require the Defendants concerned to leave the affected area (in the cases of those who had boats by moving their boats to a different part of the waterway) and so it would be mandatory in effect. I also put it to him that, if granted, though strictly by way of interim relief, it would, in effect, give the Claimant all the relief that it seeks.

34. Mr Hoar accepted both of those points. He also accepted that this is therefore a case where, in considering whether to grant relief, I should evaluate the strength of the evidence in support of the Claimant's case, applying a higher standard than that of "serious question to be tried" deriving from **American Cyanamid v Ethicon Limited** [1975] UKHL 1; [1975] AC 396.

35. Mr Hoar also accepted that the focus of the application and evidence presented, in substance, is on the basis for the relief that the Defendants are trespassing and/or in nuisance deriving from the trespass, and that any other impact caused by them on the local area was ancillary to their presence, so that an order requiring them, in effect, to move on, and not to reoccupy the affected area, would be sufficient. As to costs, the order sought was that these be reserved.

The Claimant's Standing and Strength of Case

36. As a local authority the Claimant has the power under section 222 **Local Government Act 1972** to institute this claim. I am satisfied on the evidence before me that it plainly (as that section requires) considers it expedient to do so for the promotion or protection of the interests of the inhabitants of the area.

37. While Mr Snell told me that those who are working on site had told him that they are not doing any work where he is, the evidence before me plainly shows that the Meridian Water project covers the area where the Defendants are, and requires clearance and construction works to take place along the relevant stretch of the waterway, in particular in readiness for the building of a bridge across the river.

38. Further, on 5 March 2024 Taylor Woodrow gave the Claimant notification of a compensation event pursuant to the contract between them, identifying the event as being "Client does not allow access to and use of Site", referring to the presence of "illegal boaters" and indicating that access was required "in order to carry out vegetation clearance and surveys ahead of canal wall works and earthworks…". The notice also stated that as "as part mitigation, the Contractor has proposed phased access to fence off, create ramps, and progress available areas." Both the Claimant and Mr Wujek furnished the Court with photographs of the fencing, though Mr Wujek complained, and Mr Hoar accepted, that his photographs show gaps in the fence.

39. I am also satisfied from the material relating to title and ownership in the evidence presented, that the Claimant is the freeholder of all of the relevant land. The waterway itself is controlled by CRT. However, the Claimant has a lease of airspace, in order in particular to facilitate the building of the bridge, for the purposes of the Meridian Water project, and I am also satisfied that the works require unimpeded access to the riverfront.

40. I am also satisfied, by reference to various authorities cited by Mr Hoar, that, as the River Lea is a non-tidal river, the Claimant, as the riparian owner of both banks on the relevant stretch, owns the river bed, and has the right of access to and egress from the water. The permanent mooring of a boat which obstructs such access accordingly amounts to an actionable nuisance (**Ackerman v London Borough of Richmond** [2017] EWHC 84 (Admin)). The Claimant also has the proprietary right to prevent mooring to land of which it is the owner (**RB Kingston-upon-Thames v Salzer** [2022] EWHC 3081).

41. A distinction must be drawn between boats which may stop temporarily in the course of navigating along the river, and those which are not just, as it were, passing through. In relation to the latter, the unauthorised attachment of a boat by mooring to the Claimant's land will constitute a trespass, as will a material stationing of the boat, even if not by physical mooring to the land (such as by mooring to a post standing on the river bed).

42. The Claimant accordingly has standing to bring this claim not only to promote the interests of those in its area, but as property owner: **Richmond LBC v Trotman** [2024] EWHC 9 (KB).

43. Mr Snell told me that he renews his mooring licence every August. But Ms Maguire attests that mooring on the relevant stretch was suspended by CRT from 7 February 2024 to 15 January 2025 and has exhibited the notice and an email of 2 February 2024 from CRT indicating that it had been posted up. There was also an email from the National Bargee Travellers Association to Ms Maguire of 9 February 2024 written expressly on behalf of Mr Snell, referring to the suspension notice that had been delivered to his boat. I also note that CRT has stated that it deems the continued presence of unauthorized moored boats tethered to the Claimant's land to be a nuisance for which it is responsible.

44. There is no basis in anything that I have read or heard for concluding that there has been anything that would amount in law to acquiescence by the Claimant with respect to the continuing presence of any of the Defendants.

45. Putting it all together, I am therefore satisfied that the Claimant has a very strong, if not unanswerable, case that the continuing presence of all of the Defendants against whom it seeks interim relief, within the area in respect of which that relief is sought, is an actionable trespass, as well as a nuisance.

Further Matters Relating to the Defendants

46. I have already said something about the general background and the Defendants against whom interim relief is presently sought. I now set out some further pertinent factual matters of which I am satisfied from the evidence presented.

47. The Claimant has engaged with CRT to identify alternative mooring locations for the boats that remain on the affected stretch of the river, on other parts of the waterway.

48. In relation to the First and Second Defendants (the Snells) it is clear from the evidence before me, including email communications, that the Claimant has agreed with the CRT options to move the Snells' boat to any of three proposed designated

mooring locations elsewhere on the River Lea Navigation System, at the Claimant's cost. They were advised of the latest position in an email of 15 April 2024 and asked which of the three options they preferred.

49. In an email of 20 April 2024 David Snell described his and his son's health conditions and set out their particular reasons for objecting to the new locations to which the Claimant had proposed that their boat be moved. He referred to an email that he had sent to a Councillor in February 2023. He stated that they are willing to move to housing but set out their particular requirements and referred to reasonable adjustments under the **Equality Act 2010**.

50. They have also been told what they need to do to make a homelessness application, and there is an email of 2 May from Ms Maguire to her colleagues in the Housing Advice Service raising their case as a housing application, identifying in summary their health issues, and providing the contact email that she has for David Snell. She also states that she does not have a currently usable telephone number and the Claimant at present only has an email address. She also states (as of 7 May 2024) that checks indicate that to date no formal application or supporting evidence can be found on the Claimant's systems.

51. Mr Snell made similar points to me as he made in his 20 April email to the Claimant. He told me that in light of what he had been told by a Councillor he did not believe that the Claimant would be able to offer suitable housing for him and his son; but he did not contradict Ms Maguire's evidence that they have not actually to date made an application together with the necessary supporting information and evidence that would be needed to enable the Claimant's relevant team to assess their need including whether they have a priority need.

52. On the information before me, it appears that the Fourth Defendant, Abdellah Tayeb (or Castro) also has a boat currently moored at the site. He owns a number of dogs which are with him.

53. The Fifth Defendant, Mr Wujek, has been referred to the Claimant's STEPS programme, which provides support for obtaining training and employment. He has also made an application for Universal Credit.

54. He has three adult dogs and there are also a number of puppies. Mr Wujek does not want to keep the puppies but says that he has depression and bipolar disorder and wants to keep the other dogs because he says they are essential to his mental well-being. He told the Claimant at one point that if possible he would wish to return with the dogs to live in Poland. Ms Maguire says that the Claimant looked into this but ascertained that transporting the dogs would not be possible.

55. Ms Maguire says that Mr Wujek has been advised that he can make a homeless application but has so far not done so, because he is concerned that he will be parted from his dogs. She has provided evidence of her efforts to find an organisation that is willing to take the dogs. He has been offered support to rehome the puppies. There are ongoing enquiries being made to find a social landlord who might take him with the adult dogs. Ms Maguire states that the Claimant is financially supporting this application in light of his engagement with STEPS, and the application that has been made for Universal Credit. Mr Hoar handed up a further email of 8 May indicating

that a flat had been found which would accommodate the dogs; and related WhatsApp exchanges.

56. Mr Wujek spoke to me about matters to do with his mental health, the importance to his wellbeing of his dogs, and why he considers that the accommodation proposed would not present an acceptable solution for him. He said that what he would like is to be in position to return to Poland, with his dogs, but he needs time to be able to earn the money to do so. He has many, more wide-ranging, criticisms of the Claimant and its stewardship.

57. What Mr Wujek told me is consistent with the picture painted by the Claimant's evidence and the written communications and does not materially contradict it.

Impact on the Claimant of Not Granting Relief

58. I turn to the consequences for the Claimant of the ongoing situation and in the event of the Court not granting relief.

59. First, I am satisfied that the continued presence of the Defendants concerned, is disrupting, and will continue to disrupt, the progress of the works, and in particular the projected timetable of them. The documents show that the start date was in December 2023. Access to the waterfront for works to make ready for the bridge construction was required from 28 February 2024. On 29 January 2024 Taylor Woodrow served an early warning notice under the contract referring to the presence of boaters and encampments on the bank. On 5 March 2024 the notification of compensation event was served. The steps hitherto taken by Taylor Woodrow are plainly by way only of partial mitigation to enable progress to be made pending full access being enabled.

60. Regarding compensation I am now satisfied, from the further evidence by way of the second statement of Ms Maguire, and in particular by way of the witness statement of Mr Iqbal, who attended my hearing, and enabled Mr Hoar also to answer my further questions, that the position is as follows.

61. First, Taylor Woodrow have not, as yet, claimed compensation in any specific amount. But the terms of the contract, and the 5 March 2024 notice, mean that the Claimant is on risk of such a claim. Secondly, the figures given in Ms Maguire's first witness statement were provided to her by Mr Iqbal's team. Thirdly, the original source of the figures is the project supervisor, AECOM, who were instructed to assess the Claimant's exposure following the 5 March 2024 notice. The figures are its estimate of the potential weekly exposure.

62. I am not surprised that, in view of the state of the evidence before him, and what he was told, the judge on the last occasion expressed severe concern. A deponent to a statement of truth has a duty to explain the source of information given that is not within their own knowledge. Further, as the financial exposure was stated to be the particular reason for seeking urgent interim relief, without full notice to the Defendants, it was particularly important for the Claimant to give the Court a full and clear account in that regard. Ms Maguire should have spelled out far more clearly than she did in her first witness statement the source, and significance, of the figures that she was giving the Court.

63. However, as Mr Hoar pointed out to me, Ms Maguire's first statement did not in fact say that the financial loss would certainly be incurred (she referred to a "fear" that the Claimant "will face" penalties). In her second statement she has also rightly apologised to the Court, and I accept also that there was no deliberate attempt to mislead the Court by her or anyone else on the part of the Claimant. I am also satisfied that a full and clear picture has now been given.

64. In addition, I am satisfied by evidence produced that the Claimant faces the risk of other potential significant financial consequences in the longer term relating to funding arrangements, if this phase of the project does not progress or complete to the time. I also accept that delays to the completion of the project itself would have a wider impact on the Claimant's citizens.

Article 8

65. Article 8 of the **European Convention on Human Rights** provides:

> "**1. Everyone has the right to respect for his private and family life, his home and his correspondence.**
>
> **2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic wellbeing of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.**"

66. In **Manchester City Council v Pinnock** [2011] UKSC 45; [2011] 2 AC 104, which concerned possession proceedings against a local authority tenant, Lord Neuberger, for the Court, concluded at paragraph [61]:

> "**First, it is only where a person's "home" is under threat that article 8 comes into play, and there may be cases where it is open to argument whether the premises involved are the defendant's home (e.g. where very short-term accommodation has been provided). Secondly, as a general rule, article 8 need only be considered by the court if it is raised in the proceedings by or on behalf of the residential occupier. Thirdly, if an article 8 point is raised, the court should initially consider it summarily, and if, as will no doubt often be the case, the court is satisfied that, even if the facts relied on are made out, the point would not succeed, it should be dismissed. Only if the court is satisfied that it could affect the order that the court might make should the point be further entertained.**"

67. I accept that, for these purposes, the Snells' boat is their current home, and the structure in which Mr Wujek is living is also his current home. Bearing in mind that they are litigants in person, but given that they have attended hearings to resist these proceedings, and the substance of their reasons for opposing relief, I treat them as having raised an Article 8 issue, and I proceed on the basis that granting the relief sought would interfere with their Article 8 rights.

68. However, I am satisfied that the Claimant is acting so as to vindicate its rights both as local authority and as property owner, and that there is a significant risk of the harms that I have described if relief is not granted, and of the very strong, if not unanswerable, case that these Defendants are trespassers. Further, the Snells' boat can be moved. Alternative moorings have been identified and the Claimant will support the process.

69. Further, in the cases of all of these Defendants (the Snells and Mr Wujek) the Claimant has a statutory housing duty and has been encouraging them to engage with that process. While I appreciate that all three of these Defendants have expressed concerns, the statutory homelessness regime provides a fair and adequate mechanism, designated by Parliament, for evaluating and accommodating their particular needs and circumstances; and there would be other redress available to them, if, having for their part followed that process, they considered that the Claimant had not properly met its duties to them.

70. I am in all the circumstances therefore satisfied, in terms of the balancing exercise required for Article 8(2) purposes, that the interference with their Article 8(1) rights in this case, by the granting of the relief sought, would be justified and not disproportionate.

71. So far as the Fifth Defendant is concerned, sufficient steps having been taken to bring these proceedings, including the fact that the Claimant is seeking interim relief, to his attention, and he has not engaged with the process or advanced any case, whether in person or otherwise. Nevertheless, on the information I have I have assumed that his Article 8 rights would be infringed by granting the relief sought. But, bearing in mind that there is no reason to suppose that his boat could not also be moved, and in any event, in view of the Claimant's statutory housing duty to him, any interference with such rights in his case, would, on the information before me, not be disproportionate and would be justified.

Equality Act 2010

72. The account given of the health and medical issues affecting both David Snell and Charles Snell (which the Claimant does not as such dispute) indicates that David Snell in particular, but possibly also Charles Snell, could well be disabled within the definition in the **Equality Act 2010**. There is evidence relating to Mr Wujek which raises the possibility that this is also so in his case.

73. Although I do not have medical evidence before me, and am not in a position to determine whether each of these Defendants is disabled in law, I proceed on the assumption that they are, in which case the duty of reasonable adjustment will potentially, at the appropriate point, be engaged. The decision in **Akerman-Livingston v Aster Communities Limited** [2015] UKSC 15; [2015] AC 1399 explains, that, where **Equality Act** duties arise, they are additional, and not identical in impact to, the potential effect of Article 8.

74. But in these cases, the Claimant is not a landlord requiring these Defendants to move out because of something arising in connection with their medical or health issues. Where, if it can be invoked, the duty of reasonable adjustment may bite, is in relation to whatever arrangements may be offered or made in relation to them, for alternative

accommodation under the Claimant's housing duty. Once again, were it considered by any of them that the Claimant had not made adjustments to which they were reasonably entitled, in the course of the homelessness process, there would be other legal recourse open to them.

Overall Conclusion

75. For all of these reasons, having considered, in all the relevant circumstances, the strength of the Claimant's underlying case, the Article 8 and **Equality Act** aspects, and the overall impact on the respective parties of either granting or not granting the interim relief sought, I am satisfied that it is just to grant that relief against all four of the Defendants in respect of whom it is currently sought.

Terms of the Order

76. At the hearing before me, the terms of the draft interim injunction presented to me were considered. I have amended the draft so that is clear that it requires the affected Defendants to cease occupation of the affected area (whether on the water or dry land) by a specified date. As I discussed with Mr Hoar, I consider that sub-paragraphs (d), (e) and (f) of the original draft are unnecessary, as, on the evidence, they essentially address matters consequent upon occupation.

77. I agree also with Mr Hoar's suggestion that the land affected should be identified by reference to the area outlined in red on a single plan attached to the order, so that the position is clear; and that the plan appearing at the bundle for this hearing at page [179] is suitable for this purpose.

78. As the order will require these Defendants positively to move, they must be allowed the opportunity to do so. However, analogously with the approach that would be taken in a possession case, and in all the circumstances that I have described, the time allowed should be relatively short. When we discussed the matter at the hearing, Mr Hoar asked me that I should allow a week from the date of my decision. Mr Snell said he would be content with two weeks. Mr Wujek said he would like up to five or six weeks, in particular to sort out arrangements relating to his dogs.

79. I bear in mind that had the Claimant given proper notice in the first place we would probably actually have got to this point sooner; that element of delay is down to it. In Mr Wujek's case I am also prepared to allow a little more time, bearing in mind that, unlike the Snells and Mr Tayeb, he is not living in a boat that can itself be moved. However, I also bear in mind that he has been aware for some weeks now that this day may well be coming.

80. Mr Hoar suggested I could stipulate different dates for different Defendants, but I think it better, for clarity, to one long-stop date for them all (being the longest that I would be prepared to grant for any one of them). Weighing it all up, my order will provide that occupation must in all cases cease no later than 12 June 2024. The Claimant seeks, and I will direct, costs in the case.

81. I will direct that the matter be listed for a further two-hour hearing in the week ending 14 June 2024. That will be an opportunity for the Claimant to inform the Court whether it is seeking a further and final hearing, and/or further relief against persons

unknown. That will also be an opportunity for any of the Defendants to make any application they may wish. However, as I explained to those who attended, any application to vary the terms of my order would need to be on specific identified grounds and supported by appropriate evidence.

82. I am causing the revised draft order which I have now produced to be provided to the Claimant, so that it can return a copy with any suggested corrections and the relevant plan attached to it. The final wording of the order will, of course, be determined by me; and, once finalised and approved by me, will be sealed by the Court. The Claimant will then be responsible for personal service.