IN THE COUNTY COURT AT BRISTOL

CLAIM NO: C01BS354

BETWEEN

(1) CAMELOT PROPERTY MANAGEMENT LIMITED
(2) CAMELOT GUARDIAN MANAGEMENT LIMITED

Claimants

and

GREG ROYNON

Defendant

JUDGMENT

Introduction

1 In these proceedings, the Claimants seek possession of the Property known as Broomhill Elderly Persons Home, 92 Eastwood Road, Brislington, Bristol BS4 4RS.

2 The background may be briefly started. The Property is owned by Bristol City Council. It was formerly used as an elderly persons' home. When that use ceased, it stood empty, with obvious attendant risks of vandalism and unauthorised occupation. In 2013, Bristol City Council engaged the services of the First Claimant with a view to installing residents - known as guardians - who, by the mere fact of their occupation, would provide a measure of security for the Property. In January 2014 the Defendant moved into the Property as one such guardian. There is an issue over who his agreement was with, to which I shall return. He has lived there ever since. A notice to quit was served on him on 17 May 2016. He refused to leave and the Claimants brought these possession proceedings against him. In these proceedings, his status - licensee or tenant - is in issue.

3 By Order dated 28 September 2016, District Judge Paddison allocated the case to the Fast Track. He also ordered, by consent, that: "The issue of whether the Defendant is an Assured Shorthold Tenant or a Licensee be tried as a preliminary issue." He gave directions for the trial of the preliminary issue and stayed all further proceedings until the preliminary issue had been determined.

4 The preliminary issue was listed for hearing on 12 January 2017.

5 In advance of that hearing, the parties submitted skeleton arguments: skeleton argument dated 8 January 2017 from Elizabeth Fitzgerald, counsel for the

Claimants; undated skeleton argument from Russell James, counsel for the Defendant.

6 A trial bundle was filed, comprising 2 lever arch files. Page references in this judgment refer to the trial bundle.

7 The preliminary issue came before me for hearing on 12 January 2017. At the outset, both parties submitted and I agreed that, in addition to determining the question of licensee/tenant, I should also determine the identity of the parties to the licence/tenancy agreement.

8 I heard evidence from the following witnesses called on behalf of the Claimants: Paul Lloyd, Mark Hurley, Stephen Perkins and Kate Biernat. I also heard evidence on behalf of the Defendant, from Samuel Palmer and from Mr Roynon himself. This occupied the whole of the court day and the matter was then adjourned part-heard.

9 Following that hearing, the parties each filed detailed written closing submissions (dated 20 January 2017 from Miss Fitzgerald and dated 22 January 2017 from Mr James).

10 Today, 24 February 2017, is the first date that is convenient for the parties and the Court for supplementary oral submissions and delivery of judgment.

Judgment

11 I start by reiterating that I am concerned solely with the preliminary issue and the identity of the parties to the agreement. Is Mr Roynon a licensee as the Claimants contend? Or is he, as Mr Roynon contends, an assured shorthold tenant of rooms 1 & 18 (later renumbered 23 & 29), with shared use of communal living, bathroom and kitchen facilities? Who is the licensor or landlord?

12 The starting point is the agreement between the parties, dated 23 January 2014. It can be found at page 423 in the trial bundle.

13 There is no dispute that the agreement entered into by the parties stated, in clear terms, that it created a licence and not a tenancy. That was the label placed upon the agreement. See page 423 and see also Clause 3 of the agreement at pages 427/428.

14 However, that is not an end of the matter. I must also look at the terms of the agreement and the reality of the occupation (there are many statements to this effect in the cases to which I have been referred, including: *Street v Mountford* [1985] 1 AC 809; *AG Securities v Vaughan* [1988] 3 All ER 1058 at 1074C; and *Westminster City Council v Clarke* [1992] 2 AC 288 at 300H).

15 There is no dispute over the ingredients required for a tenancy: "*to constitute a tenancy the occupier must be granted exclusive possession for a fixed or periodic term certain in consideration of a premium or periodical payments*" (per Lord Templeman in *Street v Mountford* at 818E-F).

16 In the present case, there is no dispute as to the presence of "*a fixed or periodic term certain in consideration of a premium or periodical payments*". The issue is whether Mr Roynon was granted exclusive possession of rooms 1 & 18 at the Property.

17 When I look at the terms of the agreement, they clearly purport to create a licence. They do not grant exclusive possession of rooms 1 & 18 (or indeed any other part of the Property) on Mr Roynon. Clause 4 of the agreement (page 279) is headed "Permission to share the Living Space" and it sets out a scheme which, on its face, is consistent with a licence and inconsistent with a tenancy.

18 The Claimants say that this scheme was in fact the one that operated at the Property. The Defendant says that it bears no resemblance to the reality of the situation and that he had exclusive possession of rooms 1 & 18 at the Property. I therefore turn to consider the evidence.

19 Dealing with matters chronologically, I start with the way in which the property was advertised online. The original adverts are not available and in his oral evidence Mr Roynon conceded that when, more recently, he had tried to find exactly same advert, he could not do so. On the evidence I have heard, I am not able to say, on the balance of probabilities, precisely what wording was used in the original adverts.

20 That said, it is clear that Mr Roynon responded to one such advert and a viewing of the property was arranged on 20 January 2014. At that viewing, he was shown round by Daniel St Quentin. I accept that on that visit to the Property, he was offered a room from the 10 that were then available and he chose rooms 1 & 18. I further accept that he was told that these would be his rooms and that the remaining facilities, namely the living area, the washing facilities and the kitchen would be communal.

21 Samuel Palmer, another guardian who moved into the Property in April/May 2014, gave evidence that he had selected his room in a similar way.

22 On 23 January 2014, Mr Roynon entered into a written agreement with Camelot Guardian Management Limited, the Second Claimant in this case. That written agreement is at page 423 in the bundle. It was signed by Mr Roynon (see page 439). Mr Roynon accepted that he had read it, albeit that he said in his oral evidence that Tina Scarrot was talking to him at the same time and he felt rushed. He did not have any legal training and he read it "on a superficial level". He then signed it.

23 The same day, 23 January 2014, he was issued with keys to the property and also to the two rooms, numbered 1 & 18. The receipt for those keys is at page 522.

24 The following day he set up a direct debit mandate in favour of Camelot Guardian Management Limited (page 538).

25 The evidence showed that it was Camelot's practice to send an email to the existing Guardians, notifying them of the arrival of a new Guardian and also notifying them of the room that the new Guardian would be occupying (see emails at pages 528-532).

26 Thereafter, Mr Roynon moved into the Property and occupied rooms 1 & 18. He has remained in occupation of these rooms ever since. During his occupation of these rooms, they have been renumbered and are now numbered 23 and 29, but they remain the same rooms.

27 At some point a sticker was placed on the door of each occupied room at the Property, with the occupant's name on the sticker.

28 Each of the rooms can be locked and, as I have said, Mr Roynon has keys to each room. No other guardian has keys to these rooms and no other guardian can enter these rooms without Mr Roynon's permission.

29 So far as guardians moving rooms was concerned, there was evidence from Mark Hurley and Kate Biernat.

a. Mark Hurley, the current Guardian manager for the Second Claimant, said that generally when someone moves rooms, they contact him and they can move if the room they want to move into is available. The Guardian and Camelot exchange keys and Mr Hurley updates Camelot's database to reflect the move. He said that at some point in 2016, some guardians did change rooms. He did not know how many. He was only able to identify one by name, Owain Casey. He said that Mr Casey just took it upon himself to move rooms, moving into a bigger room. Having given this evidence, Mr Hurley went on to say that unoccupied rooms are kept locked and so he was unsure how Mr Casey had been able to move rooms. However he did observe that by that stage in 2016 the notice to quit had been served on the guardians and some of the guardians had stayed on and others had decided to leave. He said that by then, "normal service had very much broken down".

b. The other witness who gave evidence about this was Kate Biernat, the property manager for the First Claimant. She said that sometimes existing guardians want to move rooms because a bigger room becomes available. She said that when this happens, the Guardian comes to them and says that he wants to move and as long as he lets them know which room he is in, they let him do it. She said that the contact is with the Guardian manager. She said it is not the guardians

getting together and saying they want to move round rooms. She said that the guardians have to involve the guardian manager, who has the keys.

c. On this evidence, I am satisfied that if a guardian wanted to move rooms, he would approach the guardian manager and discuss and arrange the move with the guardian manager. I am further satisfied that the other guardians would not be involved in this process.

30 The Claimants contend that the agreement entered into on 23 January 2014 accurately reflects the reality of the situation. In particular, so far as exclusive/non-exclusive possession is concerned, they contended that Clause 4 of the agreement is an accurate reflection of the reality of the situation. I do not propose to recite Clause 4 in its entirety in this judgment, but it is helpful to quote at least part of it before going on to consider whether, on the evidence, the reality matched the written agreement:

1.1.4 "The Living Space" means such part or parts of the Property as Camelot may from time to time designate as being available for the shared residential use of the Guardian and other persons.

4.1 Camelot gives the Guardian permission to share the occupation of the Living Space with such other persons as Camelot may from time to time designate, provided that there is always enough Living Space to provide at least one room for each of the Guardians who are authorised to share the Living Space.

4.4 Camelot may alter the extent and location of the Living Space within the Property at any time on reasonable notice, provided that there is always enough Living Space to provide at least one room for each of the Guardians who are authorised to share the Living Space.

4.5 This agreement does not give the Guardian a right to use any specific room within the Living Space. It is for the Guardians for the time being to decide where each Guardian is to sleep (subject to the terms of this agreement). However, Camelot must be kept informed of which room each of the Guardians are sleeping in within the Living Space. This is to enable Camelot to manage the Property in accordance with its obligations to CPML. For example, if Camelot finds that someone has been smoking in a room, Camelot needs to be able to identify the person sleeping in that room so as to take appropriate action.

4.6 Within 24 hours of signing this agreement, the Guardian must inform Camelot which room the Guardian will be sleeping in. If there is any subsequent change in the room which the Guardian is sleeping in at any time, the Guardian must inform Camelot immediately.

31 In my judgment, the evidence of what actually happened did not correspond to Clause 4 of the written agreement. I find as follows:-

a. The evidence was that, before a new guardian moved in, Camelot offered him a choice of rooms from those that were unoccupied at that time. The discussion as to which rooms were available, and which room or rooms the new guardian wished to occupy, was a discussion exclusively between that new guardian and Camelot. The new guardian was told that this would be his room (or rooms, in the case of Mr Roynon), but he would have to share the living area, bathroom and kitchen facilities with other guardians. Camelot would then issue the guardian with a key to his room. No other guardians would have keys to this room.

b. The other guardians were not involved in determining which rooms the new guardian could choose from, or in his choice of room.

c. The other guardians were subsequently notified by Camelot of the room which the new guardian would be occupying.

d. If a guardian wanted to move rooms, he could do so if the room into which he wished to move was vacant. He could do so by discussing the proposed move with Camelot and arranging with Camelot to exchange keys. Other guardians were not involved in any way.

e. There was no evidence before me that the guardians ever decided amongst themselves where each guardian would sleep.

f. Further, there was no evidence that, having decided amongst themselves who would sleep where, they then informed Camelot of the new arrangements.

32 On the basis of the evidence that I have heard, I reject the Claimant's contention that the reality of the situation mirrored Clause 4 of the agreement dated 23 January 2014.

33 However, rejection of this contention does not automatically establish Mr Roynon's contention that he had exclusive possession of rooms 1 & 18.

34 I start by considering whether other guardians had access to rooms 1 and/or 18, such that Mr Roynon did not enjoy exclusive possession. I have already found that Mr Roynon chose rooms 1 and 18 from those that were unoccupied at the time, in the way I have described above. No other guardians were involved in this process. He was issued with keys to these two rooms. They were for his use alone. No other guardian had a key to these rooms and, accordingly, no other Guardian could gain access to these rooms without Mr Roynon's permission.

35 Pausing there, it is clear that so far as his fellow guardians are concerned, he had exclusive possession of these two rooms. They were 'his' rooms and he was not required to share them in any way with his fellow guardians.

36 However, the issue of exclusive possession does not turn solely upon whether there is access to the rooms by fellow guardians. It involves consideration of access to and control over the rooms by Camelot's employees and agents, to which I now turn.

37 There are two areas that require careful scrutiny.

Clause 10

38 The first is the extent of Camelot's control over the use of the Guardians' rooms. The Claimants rely upon the effects of Clause 10 of the written agreement between the parties. This is found at page 432-434 of the trial bundle. Clause 10 contains a long list of obligations on the Guardian regarding the use of the property. The Claimants identify four obligations in particular as being incompatible with the rights of a tenant, namely:-

10.2 The Guardian will not smoke in the Property.

10.6 The Guardian will not permit any other person (other than other Guardians) to stay overnight in the Property.

10.7 The Guardian will not invite more than 2 guests at any one time to visit the Guardian at the Property.

10.8 The Guardian will ensure that guests are not left unsupervised in the property at any time and will always escort guests of the Property when they visit comes to an end.

39 In my judgment the restriction at 10.2 is unremarkable. However the restrictions at 10.6, 10.7 and 10.8 do represent significant limitations upon the ways in which a Guardian may use his room. I have considered carefully whether these limitations are incompatible with exclusive possession.

40 A landlord's control of premises can be a factor in determining whether an occupier has exclusive possession or not. For example, where a landlord reserves the right to move occupiers from room to room as occasion demands, then that would generally indicate that the occupier does not have exclusive possession of his room, even though he may have the exclusive use of whichever room he is occupying for the time being.

41 However, that is not the case here. Clause 10 does not enable Camelot to move a Guardian from room to room, nor does it require a Guardian to allow certain classes of people into his room. Instead, Clause 10 places restrictions upon the way in which a Guardian can use his room. This is a common feature of tenancies and is not incompatible with exclusive possession. For example, it would be unremarkable if a tenancy agreement contained a restriction that prevented an occupier from keeping a pet in his room. Such a restriction would not be incompatible with

exclusive possession. In the same way (and by way of example), Clause 10.7 contains a restriction that prevents an occupier from having more than two guests in his room at a time. This may be an onerous restriction, but it is not incompatible with exclusive possession.

Inspections

42 My findings and conclusions so far have pointed to Mr Roynon having exclusive possession of rooms 1 and 18. However there remains the evidence of inspections and Camelot's access to the Guardians' rooms, to which I now turn.

43 The written agreement does not contain any express reservation, by which Camelot has access to the property for the purposes of inspection, maintenance or repair.

44 Miss Fitzgerald says that the absence of express reservation is significant and indicative of a licence. I accept that were there has been express reservation, that can be a clue to the existence of a tenancy, the argument being that the need for the express reservation arises due to the fact that exclusive possession has otherwise been granted and if there is no express reservation, the tenant could exclude the landlord from the property. However I do not accept that the reverse is true, namely that it follows from the absence of express reservation that a licence has been created. The scheme set out in Clause 4 of the agreement is plainly intended by Camelot to create a licence and not to confer exclusive possession on Mr Roynon of any part of the Property. But if, as I have found, the reality of the situation bore no resemblance to the scheme in Clause 4, it cannot be an answer to a claim that there is a tenancy to say that the agreement does not contain the sort of term that one might expect to see in a tenancy agreement.

45 I turn therefore to the evidence in relation to inspections. There was no dispute that Camelot did attend the property for these purposes. Camelot retained keys both to the Property and to each of the rooms at the Property. They used these keys to gain access to the Property and to the rooms at the Property for the purposes of regular inspections and also to carry out maintenance and repair. I am concerned with the evidence as it relates to access to individual rooms as opposed to the areas that were on any view intended for communal use, namely the living, bathroom and kitchen areas.

a. Paul Lloyd said that Camelot's agreement with Bristol City Council requires inspections at least every 45 days, but they try and do them monthly.

b. Stephen Perkins, property inspector and maintenance manager, gave evidence of inspections in his witness statement (at pages 229 and 230). He said that individual rooms were inspected during routine inspections. He said that it is not Camelot's policy always to provide 24 hours' notice of an inspection. He said that his predecessor would do this where possible but he, Mr Perkins, has inspected on many occasions without giving notice. In his oral evidence he said

that he has been carrying out routine inspections and repairs since he started working for Camelot in January 2016. He said that he had attended the property to carry out maintenance and repairs on many more occasions than are recorded in the incident log on page 165 of the trial bundle. He said that when he attended to carry out maintenance and repairs, he would not routinely check every room as there would be no reason for him to do so. This differed from paragraph 18 of his witness statement in which he had said that "there were numerous other inspections which sometime involve checking all the rooms". I prefer and accept his oral evidence. He said that he also carried out regular monthly inspections. On these inspections, he would inspect all of the rooms. He said that the inspections were generally carried out during the week and during working hours, when the guardians would be out at work. He said that generally he would be inspecting empty rooms. He would knock on the door before he went in. He would then stand in the doorway and look to see if there was something that obviously should not be there, and he gave examples such as "ten mattresses on the floor, a large cannabis plant, weapons, ashtrays etc". He said that he did not conduct a detailed search. He said that it was "a visual inspection from the doorway".

c. Kate Biernat also gave evidence of inspections in paragraphs 8 and 11 of her witness statement (page 237). She said that they do not always give notice of routine inspections as there is no requirement for them to do so. However in her oral evidence she said that a "standard email is sent out to all the guardians to say that we are coming and giving a date and time". I observe that this differs from both her own witness statement and the evidence of Mr Perkins (this latter inconsistency as between her evidence and that of Mr Perkins may be explicable on the basis that the person giving notice may not be the person who carries out the inspection). She said that she had personally been to the property 7 or 8 times to check on work that was being done rather than to carry out inspections of guardians' rooms.

d. Mr Roynon gave evidence of inspections in paragraphs 51, 52 and 55 of his witness statement (pages 261/2). In paragraph 51, he said that he was told on 20 January 2016 that 24 hours' notice would be given for room inspections and he said that this was usually done by email. He produced a number of emails dating from 2015 which are at pages 555 et seq which show Simon Whiting notifying guardians of inspections. In his oral evidence, Mr Roynon said that he was not aware of unannounced room inspections prior to May 2016, but since then he has become aware of them.

e. Samuel Palmer gave evidence (witness statement at paragraph 8, page 249) that guardians would be informed when rooms were going to be inspected, but he also said that there were occasions when he was not given notice and he had returned to his room to find a card stating that an inspection had taken place.

46 Looking at the case law, it is clear that the fact of a landlord exercising limited rights of entry for the purposes of inspecting/viewing/repairing the premises, is not incompatible with exclusive possession. By way of example, in *Street v Mountford*, Clause 3 of the agreement under consideration provided that "*the owner (or his agent) has the right at all times to enter the room to inspect its condition, read and collect money from meters, carry out maintenance works, install or replace furniture or for any other reasonable purpose.*" This level of access by the owner did not prevent Mrs Mountford having exclusive possession and the House of Lords held her to be a tenant. Similar levels of access by a landlord can be found in many of the cases cited before me (by way of further example, *Bruton v London & Quadrant Housing Trust* [2000] 1 AC 406 at 413) and have not been held to be incompatible with exclusive possession.

47 In the present case the evidence is that the inspections took place on an approximately monthly basis and they constituted no more than a visual inspection of each room, carried out from the doorway of the room.

48 In my judgment, these inspections were not incompatible with exclusive possession.

Conclusions on exclusive possession

49 In the course of counsels' submissions, I have been referred to a number of cases in which the courts have had to determine whether an occupier was a licensee or tenant. In some of those cases the issue has turned on whether the occupier had exclusive possession or not. The Claimants rely upon two cases in particular in which the court determined that the occupier did not have exclusive possession and therefore was a licensee. They are *Westminster City Council v Clarke* [1992] 2AC 288 and *Huwyler v Ruddy* (1995) 28 HLR 550 (Claimants' closing submissions, paragraphs 36 & 37). Whilst it is trite to say that each case turns on its individual facts, it is nevertheless conspicuous that the facts of the present case bear little resemblance to either of these cases. By way of example, in the present case:

a. Camelot did not reserve for itself the right or power to move guardians from one room to another. Camelot did not need to move guardians from one room to another for its own purposes, nor was there any reason to do so for the benefit of the guardians. In these respects, the present case is unlike *Westminster v Clarke* in which a licence was found to exist.

b. Camelot was not fulfilling any over-arching statutory duty, the exercise of which could be frustrated by exclusive possession (unlike *Westminster v Clarke*).

c. Camelot did not have any permanent staff at the premises. There was no warden or other staff present at the Property who regularly went in and out of the guardians' rooms (unlike *Westminster v Clarke*).

d. Camelot did not provide any attendance or services to the guardians in their rooms, such as support/supervision (unlike *Westminster v Clarke*) or cleaning/provision of clean bedlinen (unlike *Huwyler v Ruddy*).

50 I have also been referred to *AG Securities v Vaughan* [1988] 3 All ER 1058, a case in which the four occupiers of a house were held to occupy as licensees rather than tenants. Miss Fitzgerald relies upon this case in her written closing submissions at paragraphs 64, 65 and 66. However, *AG Securities* could only assist the Claimants in the present case if there had been adherence to Clause 4 of the agreement dated 23 January 2014. I have found that there was no such adherence. Indeed, in the very passage that Miss Fitzgerald cites from the speech of Lord Oliver at 470H-471C (also at [1988] 3 All ER 1073J-1074C), his Lordship envisaged a situation analogous to the one in the present case in which tenancies rather than licences could arise. He said this: "*I pause to note that it has never been contended that any individual occupier has a tenancy of a particular room in the flat with a right to use the remainder of the flat in common with the tenants of other rooms. I can envisage that as a possibility in cases of arrangements of this kind if the facts support the marking out with the landlord's concurrence of a particular room as the exclusive domain of a particular individual. But to support that there would, I think, have to be proved the grant of an identifiable part of the flat and that simply does not fit with the system described in the evidence of the instant case.*" In my judgment, on the evidence I have heard in the present case, there was a marking out, with the landlord's concurrence, of particular rooms as the exclusive domain of Mr Roynon.

51 To recap, therefore, Mr Roynon was offered a choice of several different rooms by Camelot, from which he chose two rooms. The other guardians were not involved in that process. Mr Roynon was issued with a key to each room. The other guardians did not have any access to Mr Roynon's rooms, save at the invitation of Mr Roynon. Mr Roynon has remained in occupation of the same two rooms for over 3 years. He has never been asked to move rooms. During his occupation of the rooms, Camelot have carried out inspections on an approximately monthly basis, in which they open the door to each room and carry out a visual inspection of the room from the doorway.

52 In my judgment, Mr Roynon has exclusive possession of rooms 1 and 18 (now numbered 23 and 29).

53 It follows as a matter of law that the agreement that he entered into on 23 January 2014 created an assured shorthold tenancy of rooms 1 and 18.

54 The term was monthly (see Mr Roynon's witness statement at paragraph 37 on page 258, the agreement itself on page 276 and the standing order mandate on page 538). Mr James, on Mr Roynon's behalf, does not argue for a 5 year tenancy, as might have been suggested by paragraph 5 of Mr Roynon's witness statement on page 252.

Identity of the landlord

55 There is an issue as to the correct identity of Mr Roynon's landlord. The Claimants contend that it is the Second Claimant. Mr Roynon contends that it is the First Claimant, but if he is wrong about that, it is both the First and Second Claimants.

56 The starting point is the written agreement that Mr Roynon entered into on 23 January 2014. This was a document that he was given and which he read. He acknowledged receipt by writing his initials in the top right hand corner of each page of the document. The agreement is stated to be between the Second Claimant, Camelot Guardian Management Limited, and Greg Roynon. See pages 274, 277 et seq. The document was signed by, or behalf of, both parties. See page 290. Indeed it is Mr Roynon's own evidence (witness statement paragraph 6, page 252) that he signed a contract with Camelot Guardian Management Limited.

57 It is clear that Camelot Guardian Management Limited is a separate legal entity, capable of entering into binding contractual arrangements. It is a limited company as evidenced by the documentation from Companies House (see page 492 et seq).

58 It is clear on the face of the agreement that Camelot Guardian Management Limited did not act as agents for Camelot Property Management Limited (Clause 2.5, page 278).

59 It is also clear that Mr Roynon was under no misapprehension regarding the identity of the other party to the agreement. He had read and signed the agreement which clearly stated that Camelot Guardian Management Limited was the other party to the agreement and he confirms this in his witness statement. His subsequent conduct is entirely consistent with this, in that the following day he signed a Standing Order Mandate for the payment of £247.09 per month to Camelot Guardian Management Limited. See page 538. Although Mr Roynon wrote "24/1/13" instead of "24/1/14" on that mandate, I am satisfied that this was a simple error on his part. It did not affect the validity of the mandate, and nor does it affect the significance of document for these purposes, which lies in the identification of the beneficiary as Camelot Guardian Management Limited.

60 By contrast, there is simply no compelling evidence that justifies a departure from what is clear on the face of the agreement itself. On the evidence, I reject the submission that the First Claimant was a party to this agreement.

61 In the circumstances, I find as a fact that Mr Roynon entered into an agreement for the occupation of Rooms 1 and 18 (now 23 and 29), which in my judgment was an assured shorthold tenancy, with Camelot Guardian Management Limited alone.

HHJ Ambrose
24 February 21017