

Beware Helpful Judges

(or Timeo iudices et dona ferentes)

By Michael Singleton

Introduction

1. On the 8 May 2025 the Court of Appeal (King, Singh and Nugee LJJ) handed down judgment in ***Connexus Homes Ltd v Belinda & Gerald Weaver*** [2025] EWCA Civ 655¹. The Appellants appeared in person, via video link, the Respondent was represented by Michael Singleton instructed by Anthony Collins LLP, solicitors.

2. This was an appeal brought following findings of contempt in the county court. As a suspended sentence had been passed there was no requirement for permission to appeal. The *ratio* of the case is straightforward:

the principle of justice and fairness demands that no order will be enforced by committal unless it is expressed in clear, certain and unambiguous language. The injunction upon which the application to commit was founded and upon which an order for suspended imprisonment was made, unfortunately failed to satisfy the long-standing requirement for absolute precision where an injunction is made. (King LJ at [75])

3. So far so unremarkable. However, the case repays closer study.

The Case at First Instance

The Facts

4. Mr and Mrs Weaver were assured tenants of Connexus. They lived at a Property with their adult daughter, T. T was profoundly autistic and her parents were her carers. T kept six dogs as 'support animals'.

¹ <https://caselaw.nationalarchives.gov.uk/ewca/civ/2025/655>

5. In order to accommodate the dogs Mr & Mrs Weaver had erected kennels in the garden at the Property. The kennels were substantial. T was very protective of the dogs and had a fear that ringworm parasites could be introduced into the garden by any visitors.
6. Connexus wished to inspect the Property and in particular the wiring at the Property, pursuant to their statutory obligations. There was no gas supply at the Property. In addition there appeared, from external observation, to be an accumulation of waste in black bags Initially Connexus were refused access to any of the Property but the position changed during the course of proceedings.
7. Mr & Mrs Weaver maintained that continuing refusal on the bases that: the tenancy agreement did not permit access to those structures they had erected; T's had concerns over possible ringworm introduction and; Connexus were not prepared to make 'reasonable adjustments'.

The proceedings

8. Connexus then applied for an injunction to obtain access. The application was made by the Association's 'in house' legal team and included a draft order.
9. Mr & Mrs Weaver did not attend the on notice hearing on 5 September 2023. The Deputy District Judge decided that the draft order was too complicated so 'simplified' it so that it read;
 - a. The Court ordered that Gerald Weaver and Belinda Weaver
 - i. Must comply with Section 2 paragraph 11 of their Tenancy Agreement dated 6 April 2009
10. Thereafter slow progress was made. The interior of the Property was inspected but Mr & Mrs Weaver would only offer to take a video of the internal areas of the kennels.
11. The Association carried out a Public Sector Equality Duty assessment and proportionality assessment and issued committal proceedings.
12. These were adjourned more than once to allow Mr & Mrs Weaver to comply.
13. Ultimately on 28 June 2024 the matter came before HHJ Ralton as a fully contested hearing. Mr & Mrs Weaver were represented by solicitors and counsel for the first and only time. The defence

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was largely that Mr & Mrs Weaver had not refused access but reasonable adjustments had not been made.

14. Further counsel argued that the terms of the injunction were not closely defined.

15. HHJ Ralton concluded that reasonable access had not been provided and found nine of the ten alleged contempts proved. With regard to the terms of the injunction:

“The first point that Ms. Yeung (counsel) makes is that the injunction order is not closely defined. I rather agree with Ms Yeung about that. It is not an injunction I would choose to make but it does cross refer to the tenancy agreement which is of course a matter of contract between the Claimants and the Defendants. I do not think it can be said it was of insufficient clarity, and I do not think Ms Yeung pushes the point too hard...”

16. Sentencing was adjourned to provide Mr & Mrs Weaver a further opportunity to comply. Mr & Mrs Weaver dispensed with their legal representatives and the matter came back before HHJ Ralton 23 September 2024. He imposed a suspended sentence that, if activated, would not have involved the defendants being in prison at the same time so that T could be cared for. He stayed the order pending any appeal.

Appellate Proceedings

17. The matter came on for hearing on 8 May 2025. This was a considerable delay for a contempt appeal occasioned partly so that the Weavers could file the documentation required. As the order for committal was stayed the urgency was reduced.

18. On consideration of the documents filed the Weavers' grounds of appeal appeared to be:

- a. The Court below failed to acknowledge Mr. & Mrs. Weaver's evidence;
- b. The tenancy agreement did not grant access to the kennels;
- c. Connexus' witness, Mr. Pugh, lied on oath and the judge failed to take that into account;
- d. Mr. & Mrs. Weaver's solicitor failed to make evidence available to the court;
- e. T was discriminated against as Connexus failed to make reasonable adjustments contrary to the Equality Act 2010

19. These grounds were given short shrift with the court holding:

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- a. Much of the material put forward related to the behaviour of the neighbours and was not relevant to the access dispute [21].
- b. On a straightforward reading of the tenancy agreement there was a right of access to the kennels and Mr & Mrs Weavers belief to the contrary was wrong in law [11];
- c. Mr Pugh was deserving of 'sympathy and respect' and had shown 'patience and compassion throughout, despite being wrongly accused by Mr. and Mrs. Weaver of lying and of behaving unfairly'.
- d. Any omission was a possibly misnumbering and had no impact on the outcome [27]. There was no merit in the allegation [65].
- e. Connexus: had conducted punctilious multidisciplinary proportionality assessments and a Public Sector Equality Duty review [16]; and could not have made more effort 'to accommodate the undoubtedly unreasonable requirements and adjustments demanded by Mr. and Mrs. Weaver' [24].

Connexus "offered to arrange for T to have a trip out for the day so that she would not be made anxious by people visiting her home and the kennels; the contractors attending the home wore with good grace the (wholly unnecessary) PPE demanded by Mr. and Mrs. Weaver; money was provided for quantities of disinfectant to allow rapid disinfection of any areas the contractors visited; a shopping voucher of £150 was provided which allowed the Weavers to use their shopping money on PPE; skips were paid for to enable the disposal of the waste and finally Connexus offered to pay for the dogs to stay in kennels whilst the inspection was carried out [24]".

The court went on to consider what the position would have been if the Equality Act 2010 defence had been the only issue [67-66]. Particularly relevant was the clear finding that the duty to make adjustments, if applicable, requires only that the adjustments are objectively reasonable.

20. The court concluded that it was:

...abundantly clear that even now, all that Connexus want to do is to complete the inspection, an inspection which, subject to going into the garden and kennels, is now, after this tortuous process, nearly complete. The last thing Connexus wants is for either of Mr. or Mrs. Weaver to go to prison even for a few days [25]

21. However, the court then proceeded to consider the terms of the Injunction [50-56] holding that having recognised that the injunction was insufficiently clear the judge should have dismissed the application to commit and a cross-reference to the tenancy agreement did not save it [56].

22. King LJ stated at [60]:

The reason why the court insists on clarity and precision in injunctions is precisely because the way they are enforced is by committal. It is one thing for a person to have signed a contract that may leave it unclear quite what his obligations are: if he gets it wrong the consequence is usually only damages. But it is another thing for a person to be ordered to do something without being quite clear what that means, where if he gets it wrong, the consequence may be prison. People shouldn't be at risk of being sent to prison unless they are told what they must or must not do.

23. She concluded that the injunction was anything but "clear certain and unambiguous" and could not form the basis of a committal application [61].

24. Accordingly the appeal against the findings of contempt and sentence was allowed [62]

Conclusions and Take Aways

25. Beware Judges bearing gifts.

26. The decision to 'simplify' the order rendered it useless. When seeking an injunction:

- a. ensure it is expressed precisely in clear language;
- b. do not refer to extrinsic documents (incorporate any relevant wording in the body of the order); and
- c. if the judge wishes to redraft the draft make sure it complies with the requirements of clarity and certainty.



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Law is correct as at 20 May 2025

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