

“Knock, Knock... or Not?”

The Curious Case of Forced Access in Injunctions

BY EMMA KELLY

What happens when “*permit access*” meets a firmly closed door?

1. Historically, where tenant's refuse access to their properties (for example, for gas safety, electrical inspections or repairs), landlords rely upon their (i) contractual access clauses (tenancy agreements), (ii) statutory duties (e.g. s.11 LTA 1985; Gas Safety Regulations) and/or (iii) applications for enforcement via mandatory injunctions.
2. However, the landlord's right to be permitted access to the property is often in competition with the common law protection of a person's home against trespass.
3. The standard form of order would be for the tenant to permit access to the property which does not, in of itself, give rise to a right of forcible entry to the landlord. As a result, if the tenant fails to allow access, the landlord must pursue contempt proceedings for breach which can be costly, lengthy, and, ultimately, punishing the tenant for the breach does not give the landlord a right of access in of itself.

Forced Access

4. As a result, landlords have been seeking “forced access” clauses as a part of access injunctions. Such clauses seek to prevent the modern litigation problem that, in practice, an access injunction is ineffective if the tenant simply refuses to comply with the same.
5. Often the applications are framed as an enforcement step pursuant to Civil Procedure Rule 70.2A.

Court may order act to be done at expense of disobedient party

70.2A

- (1) In this rule 'disobedient party' means a party who has not complied with a mandatory order, an injunction or a judgment or order for the specific performance of a contract.
- (2) Subject to paragraph (4), if a mandatory order, an injunction or a judgment or order for the specific performance of a contract is not complied with, the court may direct that the act required to be done may, so far as practicable, be done by another person, being—

- (a) the party by whom the order or judgment was obtained; or
 - (b) some other person appointed by the court.
 - (3) Where paragraph (2) applies—
 - (a) the costs to another person of doing the act will be borne by the disobedient party
 - (b) upon the act being done the expenses incurred may be ascertained in such manner as the court directs; and
 - (c) execution may issue against the disobedient party for the amount so ascertained and for costs.
 - (4) Paragraph (2) is without prejudice to—
 - (a) the court's powers under section 39 of the Senior Courts Act 1981; and
 - (b) the court's powers to punish the disobedient party for contempt.
6. However, the emerging issue is whether the Courts have such jurisdiction, and we have seen a definite divergence in judicial approaches in the past few years.

Sovereign Housing v Hall

7. In 2024, HHJ Berkley decided an appeal in the matter of *Sovereign Housing v Hall* (unreported, Bristol County Court, 10 July 2024), which endorsed that CPR 70.2A allows the court to authorise “another person” to do the act required. It follows that, if the tenant fails to comply, the court might treat access as an “act” and allow the landlord (or a contractor of the same) to perform it. Given the wording of CPR 70.2A it appears from the Judgment that forced access is more readily available post-breach of a standard form mandatory access injunction. This suggests that, in the first instance, landlord's ought to obtain an access injunction requiring the Defendant to commit the act, and in the event the same is breached, such application to vary to include a forced access clause, can support any application for contempt.
8. The appeal was sought by Sovereign Housing after the District Judge considered that the Court did not have jurisdiction under that the Court did not have jurisdiction under CPR 25.1, that a committal was instead the right approach. CPR 25.1 is the interim remedy equivalent of CPR 70.2A.
9. The Appellate Judge could not allow the appeal on this ground however, as the commentary in the White Book was seemingly incomplete on the issue:

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“Where the court grants an interim remedy in the form of any order suggested at 25.1(1)(c), the court (this would normally be at the same judicial level as that granting the primary interim remedy) may grant a further interim remedy in the form of an order authorising a person to enter any land or building in the possession of a party to the proceedings for the purposes of carrying out the first order (r.25.1(1)(d).” and “An order granting a remedy of this type may be made only by a judge (Practice Direction “Allocation of Cases to Levels of Judiciary”, paragraph 2.1, see Paragraph 2BPD.1 above.”

10. The difficulty being that there was no paragraph 2.1 in the Practice Direction, and that paragraph 2 did not refer to orders under CPR 25.1(c) or (d) at all. The Learned Judge therefore determined that the appeal could not be allowed on this ground without further argument and consideration. It mattered not as he was persuaded, as above, that CPR 70.2A gave the jurisdiction required.

Southern Housing v James Emmanuel

11. Fast forward to 2025, and *Southern Housing v James Emmanuel* [2025] EWCC 58 and District Judge Cridge was asked to consider a similar application and was referred to the authority of *Sovereign* in support of the same. The Judge departed from the Circuit Judge’s consideration in *Sovereign* and declined to make an order for forced access following the same logic.
12. His reasons for doing so included that tenants retain the power to exclude any and all visitors to the property as a result of their exclusive possession. Further, that he was taken to previous Court decisions which make clear a Judge has no power to authorise entry by a third party into someone’s home without their express consent or law that bestows such power (*Southam v Smout* and *Morris v Beardmore* [54]). Whilst the Judge conceded that reasonable force was permitted by certain statutory powers, he did not consider that this extended to access to a tenant’s home for the purpose of repairs, maintenance or inspection.
13. Contrary to *Sovereign*, the Judge did not consider that CPR 70.2A provided the solution sought by the Claimant because the CPR did not have the effect of *changing* the substantive law. He also did not consider, if the tenant refused access, that this was an “act” that could properly be completed by another party in light of the tenant’s exclusive possession rights under the tenancy.
14. *Southern Housing* is a comprehensive Judgment and highlights exactly the differences in judicial thinking which make such forced access applications a minefield for inconsistency of judicial treatment at present.

Taylor Clark Ltd v Mohamed

15. However, that is not the end of the debate, as more recently in *Taylor Clark Ltd v Mohamed* (unreported, Central London County Court, 5 March 2026), the District Judge (District Judge Le Bas), was persuaded not to follow *Southern Housing* on the basis that it was wrong in principle.
16. The Judge was persuaded by submissions that the tenant, in signing the tenancy agreement had *already* covenanted to permit access in the circumstances caught by the terms and conditions (which often include gas safety, electrical inspections or repairs). That contractually binding consent meant that, in appropriate circumstances, the landlord was not a trespasser and so CPR 70.2A allowed the Court to vary an access injunction to include a forced access clause.
17. District Judge Le Bas took the view that actually, what the Court was being asked to do in granting a clause for the landlord to force access, was not for the tenant to be forced to permit access, but rather to facilitate the access in accordance with the previously obtained consent. The nuance to the distinction in effect makes the “act”, for the purpose of CPR 70.2A(2), the facilitating of access, most commonly by unlocking and opening the door. In the event of breach, then the Court can properly order that the landlord may undertake this act. On that basis, the Judge disagreed that the Court in *Southern Housing* were being asked to utilise the CPR to overturn the law relevant to the substantive application, instead that it was a proper use of the rule to bring effect to the principles of common law.

Conclusion

18. In such a short time, there has been significant disagreement by the judiciary, and you will no doubt note that *Southern Housing* and *Taylor Clark v Mohammed* are County Court decisions and therefore lacking binding authority. However, the subsequent consideration and departure from the principles in *Sovereign* and the further development of thought, make it clear that the *Sovereign* is neither final nor conclusive on the issue. Clarification of the higher courts would be most useful as, in the meantime, landlords and tenants find themselves at the mercy of the Court’s discretion in applying the CPR.

Practical Takeaways

19. Remember that access injunctions, in of themselves, compel cooperation with the terms of the tenancy, as opposed to authorising entry. There is a nuance to forcing access which is particularly important to the Courts at present.
20. The safest first step appears to be a mandatory access injunction to enforce cooperation, followed by contempt for any breach. At this time, applications for forced access would likely be stronger, albeit remain subject to the discretion of the Court. There is currently no unilateral right to forced entry and District Judge Cridge was right that Parliamentary input is likely required before such right exists. CPR 25.1 can still be used to pursue an interim remedy at first instance, however, given the issues in the White Book Commentary set out above, there is a definite lack of persuasive authority on the point.
21. The pressures on landlords to comply with their safety and repair obligations are immense, and increasingly so in the current climate. The Court will, in exercising its discretion, need to weigh up the rights of the tenant, with the need to keep them and those in the locality safe also against the backdrop of the tenant’s previously freely given covenants and consent.



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Law is correct as at 8 April 2026

Whilst every effort has been taken to ensure that the law in this article is correct, it is intended to give a general overview of the law for educational purposes. Readers are respectfully reminded that it is not intended to be a substitute for specific legal advice and should not be relied upon for this purpose. No liability is accepted for any error or omission contained herein.

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