

COVID-19 and Antisocial Behaviour

Guide 4

- This guide relates primarily to the use of 'housing' injunctions. Until the court moratorium on possession ends (currently 23rd August 2020), injunctions may be considered as the most immediately effective tool in the antisocial behaviour prevention 'arsenal' by social landlords (including Councils).
- Injunctions may well be less immediately familiar to advisors and frontline support staff than possession matters. For this reason, we attempt to give an explanation of such injunctions, and the courts powers.
- The specific intention of this guide is to address injunction matters as they relate to housing. We are not addressing other types of injunction: (e.g. family, 'non-molestation' or 'harassment' injunctions, or 'PSPO' – Public Space Protection Order injunctions).
- These injunctions are housing related: they can be applied for by social landlords, and can effect a tenant's housing: firstly, because breach of said injunction could lead to a *committal application* for said tenant: secondly, finding of breach of injunction allows the landlord to use a 'mandatory ground' of possession in Assured and Secure tenancies.
- Injunctions are specifically excluded from the general 'stay' on possession proceedings contained within Civil Procedure (Amendment No. 2) (Coronavirus) Rules 2020

Background to civil injunction use

- The modern ancestor to the current civil injunction was introduced relatively recently i.e. 2003.
- The introduction of section 153C and D Housing Act 1996, and Crime and Disorder Act 1998 had introduced various types of civil injunction, including: Drinking Banning Orders, Intervention Orders, Intervention Orders, and Individual Support Orders. These were part of a set of measures which brought into common usage their umbrella terms – ASBI's (Antisocial Behaviour Injunctions) and more popularly, ASBO's (Antisocial Behaviour Orders).
- This legislation was superseded by the Antisocial Behaviour, Crime and Policing Act 2014 ('ASBCPA') which looked in part to amalgamate the legislation. These consisted of injunctions which were both described as 'housing' and 'non housing' in nature.
- In addition to sanctions for housing-related conduct, it introduced possibilities for five different ways for landlords to claim 'mandatory ground' evictions which had not previously existed.

Antisocial Behaviour, Crime and Policing Act 2014 ('ASBCPA')

Basic principles

- The first 'condition' for an injunction to be available to a specified party (see below) is that a person has engaged, or threatens to engage, in 'Antisocial Behaviour'¹.
- The second 'condition' is that it the Court must consider it 'just and convenient' to grant an injunction, to prevent that person engaging in antisocial behaviour².
- The legal test is the 'civil' one, i.e. on the balance of probabilities: i.e. the question before the Court would be 'is it more likely than not, that the person has engaged in, or threatens to engage, in antisocial behaviour?'
- It is important to remember that the existence of the second limb means that the case is more complex than simply whether alleged behaviour has happened or not. This means that these should not be granted, for example, where it is disproportionate (e.g. Defendant has a disability, and there is a 'lesser' step that could be taken), or the Defendant would lack capacity to understand its terms (but this could lead to other legal action). See 'Equality Act' section below.
- It is not uncommon our experience for extremely broad injunction terms from the Court to be requested. Particularly if a Defendant is prepared to accept agreed allegations at an early stage, a Claimant and the Court may be more likely to be sympathetic to agree an undertaking or injunction (see below on undertakings) on more limited terms admitted by a Defendant.

Antisocial Behaviour

Antisocial behaviour is defined as³:

- (a) Conduct causing or likely to cause harassment, alarm or distress to any person
- (b) Conduct capable of causing nuisance or annoyance to any person in relation to that person's occupation of premises⁴, or
- (c) Conduct capable of causing housing-related nuisance or annoyance to any person

Who can apply for an injunction?

Injunctions under this law generally have a wide set of potential applicants⁵. However, in practical terms, it is almost inevitably going to be the respondent's landlord who applies for

¹ ASBCPA section 1(2)

² ASBCPA section 1(3)

³ Section 2(1) ASBCPA 2014

⁴ In relation to this particular section – i.e. nuisance/annoyance in relation to occupation of premises, this can only be applied for by a housing provider, a local authority, or a chief officer of police – section 2(2) ASBCPA 2014.

⁵ Section 5(1) ASBCPA 2014

'housing-related' injunctions.

This is because category (b) behaviour above, can only be applied where the applicant is (a) the housing provider, (b) a Local Authority, or (c) the chief of police in the regional.

In relation to category (c) i.e. 'housing-related conduct' this is relevant to 'behaviour directly or indirectly relating to the housing management functions of (a) a housing provider, or (b) local authority⁶.'

In summary, it makes the most sense for any such injunction to be made by the respondent's landlord since other than Local Authority or housing provider, other would-be applicants would be limited to an injunction for category (a) behaviour only and are therefore far more restricted.

Who can be the subject of an injunction?

Statutory guidance to the Act states that in the circumstance that the alleged perpetrator is not the tenant, the injunction also can be used against perpetrators who are not necessarily tenants⁷.

Where a 'perpetrator' allows another person to engage in anti-social behaviour as opposed to engaging in it themselves, the injunction could also apply to a visitor or lodger.

What can an injunction do?

An injunction can:

- (a) prohibit the respondent from doing anything described in the injunction ('prohibitions⁸')
- (b) require the respondent to do anything described in the injunction (described here as 'requirements⁹')

How long can an injunction last?

An injunction must:

- (a) specify the period for how long it has effect, or
- (b) state that it has effect 'until further order.'

If the respondent is under 18, the injunction must state the period and it must be no more than 12 months¹⁰.

⁶ Section 2(3) ASBCPA 2014

⁷ Page 22, Antisocial Behaviour, Crime and Policing Act 2014 – Antisocial Behaviour Powers: statutory guidance for frontline professionals (updated August 2019)

⁸ Section 1(4)(a) ASBCPA 2014

⁹ Section 1(4)(b) ASBCPA 2014. Section 1(5) confirms that prohibitions and requirements must be set out in such ways as to not conflict with times for respondent to work, attend school or any other such educational establishment. Paragraph 24 of the statutory guidance above gives examples of when positive requirements can be used and what they might be.

¹⁰ Section 1(6) ASBCPA 2014.

Is there a minimum notice period for a respondent?

Unlike most possession proceedings which mandate specific pre-action 'Notices Seeking Possession' and may be struck out if appropriate notice is not given, injunctions do not have a mandatory pre-issue period. Nevertheless, the respondent should be given advance warning before injunction proceedings are issued.

This is for two reasons: firstly, a housing provider/Local Authority Antisocial Behaviour Policy usually will have a 'staged' approach to antisocial behaviour – commencing with informal warnings, and finishing with eviction action at the top end of the enforcement matrix. Going straight for an injunction without warnings will often form a breach of their own policy.

Secondly, court action should never be considered as a first resort, as injunctions of this nature are still 'civil' proceedings which means the overriding objective applies¹¹. Courts are unlikely to appreciate injunction applications which do not make clear that attempts have been made to address issues further up the chain (subject to caveats about what they might see as particularly serious allegations).

In practice it is highly unusual to see that by the time a case is considered for an injunction there will not have been warnings given, as it tends to be part of Claimant's cases that warnings have been given, but they have been ignored or not complied with.

Anecdotally, in our experience it is fairly unusual for respondents to state that they haven't been given warnings but it is more common for respondents to report that they feel the housing provider has been unfair in the way they've approached the complaints, or that allegations are disputed and not investigated, or that their own complaints have not been considered.

Countercomplaints, support needs, and possible resolutions

Very often, there are countercomplaints that the Applicant has not addressed their complaints against their neighbours, leading to a cycle of disillusionment and disengagement. Care or support needs existing may complicate matters further and risks a spiral if the respondent often won't engage with support offered which is offered.

A legal representative acting for a Defendant-respondent often has an opportunity in this situation to significantly improve matters, if they are able to address with the respondent any care or support needs they might have, consider if the respondent would accept a Care Act referral to social services if needs may exist, or other support provision.

A respondent may well be more open to an approach being made by their own legal representative for this type of help (assuming they trust their representative!!!) as compared with their landlord.

Applicant-landlords may consider agreeing 'loosening' of injunction terms or even dropping them completely (in the longer term), if unmet support needs are identified through this process, which lead to additional assistance in turn leading to a substantial reduction or even

¹¹ Civil Procedure Rule 1 sets out the 'overriding objective' is to look to avoid court action and settle without need for such action where possible. Of course, with antisocial behaviour matters, would-be applicants often consider there are conflicting priorities as social landlords are likely to have duties towards both the respondent and to complainants whom are often also their tenants as well.

a cessation of antisocial behaviour.

Undertakings

It is open for a defendant to offer an undertaking in lieu of an injunction. An undertaking is a promise to the court to behave in accordance with the terms of that undertaking. The advantage of giving an undertaking is a) the court does not make any findings if an undertaking is offered and therefore it leaves it open for them to defend the allegations b) a breach of an undertaking will not lead to giving a mandatory ground for possession. Be aware however that a breach of an undertaking can be punishable as contempt of court. See 'application for committal'. The wording of the undertaking should be carefully considered so that it is precise and clear.

Equality Act and disability

A person (A) who manages premises must not discriminate against¹² or victimise¹³ a person (B) who occupies the premises, by subjecting them to 'any other detriment' (other than a specified detriment¹⁴). An injunction, with or without a power of arrest, clearly would be considered as such a detriment.

In practical terms, this means that if the landlord is looking to address a particular form of antisocial behaviour, they will need to address any Equality Act issues which may arise. For example this is particularly likely to arise in a case where a Defendant has a 'disability' as defined by the act¹⁵.

To engage the Act, the Defendant needs firstly to demonstrate that they have a disability, and secondly that there is a 'causal link' between that disability, and the complained of behaviour¹⁶. If they can demonstrate this, then it is actually the landlord/claimant and NOT the tenant/defendant who has the burden of evidence, i.e. to show the court that the requested injunction action is proportionate¹⁷.

The 'proportionality' in question is the 'structured proportionality' approach. This is described as 'whether the landlord or the local authority has done all that can reasonably be expected of it to accommodate the consequences of the disabled person's disability¹⁸.'

If it is a claim of disability discrimination¹⁹ then the landlord would have to show that there was *no less drastic means of solving the problem* (our emphasis) and that the effect upon

¹² Section 35(1) Equality Act 2010

¹³ Section 35(3) Equality Act 2010

¹⁴ the specified detriments are (a) in the way they are allowed to make use of a benefit or facility, or (b) by evicting them.

¹⁵ Section 6 Equality Act 2010: It is defined by the person ('P') (a) has a physical or mental impairment, and (b) the impairment has a substantial and long-term adverse effect on P's ability to carry out normal day-to-day activities.

¹⁶ This may require specialist medical evidence, e.g. from a consultant psychiatrist

¹⁷ See in particular **Aster Communities v Akerman-Livingstone [2015] UKSC 15**. In particular, at paragraph 55. Lord Neuberger: 'once the possibility of discrimination is made out, the burden of proof is firmly on the landlord to show that there was no discrimination contrary to section 15(1)(a), or that an order for possession is proportionate under section 15(1)(b), of the 2010 Act...' and also paragraph 33, Lady Hale: 'It will be noted that this refers specifically to possession but also applies to injunctions by analogy.'

¹⁸ See Lady Hale, at paragraph 32

¹⁹ See section 15 Equality Act 2010

the occupier was outweighed by the advantages²⁰.

Such matters can be complex and we would strongly recommend vulnerable people facing injunction matters are referred for specialist legal advice at the earliest opportunity.

Excluded conditions?

It might be that that behaviour is in fact caused by something which is not a disability or by something which is 'excluded' under the Act²¹.

For example, addiction to alcohol is an excluded condition under the Equality Act. If however there are multiple causes for the behaviour complained of, such as brain injury or other trauma, specialist evidence from an appropriately qualified medical professional may prove necessary in order to identify the likely cause. This can be complex, and finding appropriately qualified professionals undertaking public funded work may itself prove difficult.

However, if medical evidence would demonstrate that there are be links between behaviour and disability, with a recommended course of action (for example for particular medical treatment, Care Act assessment from the Local Authority, or even alternative forms of rehousing if for example, the respondent may struggle to maintain general tenancy terms) then the claimant-landlord should expect to need to explain to the Court why alternative forms of action would not be considered, in preference to proceeding with relevant injunction terms²².

With notice or without?

Applicants are able to request an 'interim' injunction whilst the case is ongoing from the civil court. In particular circumstances, the applicant can even request one before the respondent has a chance to explain their position to the Court, which is therefore without notice²³.

The Court must on such an application either (a) adjourn an application and grant an interim injunction, (b) adjourn proceedings without granting an interim injunction, or (c) dismiss the application²⁴.

A court which makes an interim injunction should look to set a further hearing set as soon as possible for a respondent to have the opportunity of explaining their situation.

The statutory guidance states that without notice injunctions should not be made routinely, or without adequate preparation for normal 'with notice' injunctions, in exceptional circumstances to stop serious harm to victims²⁵.

²⁰ See Lady Hale, at paragraph 33

²¹ See Equality Act 2010 (Disability) Regulations 2010 (SI 2010/2128)

²² Proceedings may well be then compromised if the Respondent agrees or even undertakes to follow a particular recommended course of action, which may render ongoing injunction terms with their significant sanctions no longer proportionate.

²³ Section 6(1) ASBCPA 2014. Without notice application are known by the Latin phrase 'ex parte'

²⁴ Section 6(2) ASBCPA 2014.

²⁵ Page 25 of the statutory guidance

Interim Injunction?

An interim injunction is the ability of the Court to set down terms pending a full consideration (which could go all the way to a trial, described as a ‘final hearing’) of relevant evidence.

Terms may be made on an interim basis, whether or not the application is ‘with notice²⁶’ if particular conditions are met, see below. The interim terms can be very important, since as with alleged breaches of ‘final’ injunctions, alleged breach of interim injunction terms can also lead to a ‘committal’ application by the Applicant breach (with the relevant penalties of prison, fine and mandatory ground which apply in respect of either proven or admitted breach).

Interim injunctions can only be made in relation to ‘prohibited’ steps where notice has not been given, they cannot be made in relation to ‘positive steps’ which must therefore wait until return or ‘with notice’ hearings²⁷.

An injunction has effect once it is served on a respondent, which is usually done by hand (though can be done through an alternative method of service, and the Court may be particularly tempted to make such an order during COVID-19).

An interim injunction can be made until the final hearing on a case or ‘until further order²⁸.’ Given the nature of injunction applications, in practical terms, they are often made until a period following the next hearing set by the Court.

Power of Arrest

In particular circumstances, the Applicant can request a Power of Arrest to attach to particular terms – whether in relation to interim, or full, injunction terms.

In order to grant the Power of Arrest, the Court must think that²⁹:

- (a) the anti-social behaviour in which the respondent has engaged or threatens to engage consists of or includes the use or threatened use of violence against other persons, or
- (b) there is a significant risk of harm to other persons from the respondent.

“Requirement” here does not include one that has the effect of requiring the respondent to participate in particular activities. A power of arrest, then, appears capable of attaching only to the prohibitive, and not the positive, requirements of an injunction. The positive requirements appear actionable only via committal application.

‘Harm’ is itself defined broadly in the legislation as including “serious ill-treatment or abuse, whether physical or not³⁰” – the statutory guidance explains that this is also intended to which mean that it could include emotional or psychological harm, such as harassment or

²⁶ Section 7(1) ASBCPA 2014

²⁷ Section 7(3) ASBCPA 2014 and described at page 25 of the statutory guidance. The guidance also states that applicants should also consider the impact on any caring responsibilities the perpetrator may have and, **if they have a disability**, whether he or she is capable of complying with the proposed prohibitions or requirements.

²⁸ Section 7(2) ASBCPA 2014.

²⁹ Section 4(1) ASBCPA 2014

³⁰ Section 20 ASBPCA 2014

racial abuse³¹.

Power of Arrest means that a police officer can arrest the respondent without warrant if they have reasonable cause to believe that a breach has occurred, but must present the respondent to a Court within 24 hours of the arrest.

The significance of this is clear. When a respondent has an injunction with a power of arrest, and is alleged to have breached it, the arrest is inherently in relation to something that the police consider is a breach of the civil injunction, i.e. a form of contempt of court, and not necessarily something which will necessarily be a freestanding criminal offence in its own right.

Applications for committal where alleged breach of the injunction

Where no power of arrest has attached, or if the Police have not arrested in relation to alleged breach, an applicant believing a respondent has breached the injunction needs to apply to the County Court themselves for an arrest warrant. If the Court itself considers there are reasonable grounds for believing the respondent has breached, they may issue a warrant for the respondent's arrest. The police must inform the applicant of this when they are arrested³².

It is anticipated that many advisors will be unfamiliar with breach or 'committal' applications. We would strongly urge respondents in such applications to be directed to sources of appropriate legal advice. (Housing rather than criminal because of the related housing issues)

Anecdotal experience is that such cases in Bristol have even on occasion been transferred from the physical County Court to the physical Magistrates Court, in consideration of the possibility of a prison sentence.

As the statutory guidance does make clear, breach of the injunction is not a criminal offence, but due to the severity of sanctions, the criminal standard of proof 'beyond reasonable doubt' is applied in the proceedings. It is treated as a civil contempt of court, punishable by up to two years in prison or an unlimited fine. The imprisonment is for the contempt of court and not for the conduct³³.

COVID-19 and breach proceedings

There have been two reported cases dealing with contempt of court, albeit relating to non-antisocial behaviour cases. It is suggested³⁴ that the cases demonstrate that finding breaches can be done without significant difficulty by the Court, even where a hearing is held remotely by Skype rather than in person. Sentencing, however, should take place in person and in open court, once the breach has been 'found.'

In both *Frejik v Frejik* (7th May 2020) and *Yuzu Hair and Beauty Ltd and another v Selvathiraviam* (13th May 2020), judges proceeded with contempt video hearings despite

³¹ Statutory guidance, page 25

³² Page 26, statutory guidance

³³ Page 26, statutory guidance

³⁴ See 'Committal Applications during COVID-19' Clare Jones and Sian Evans

<https://localgovernmentlawyer.co.uk/housing-law/315-housing-features/43788-committal-applications-during-covid-19>

defendant non-attendance.

However, it is important to note that both cases involved the court making findings of significant non-engagement or avoidance of court hearings by those defendants, in order to proceed in these cases.

It is worth noting that contempt applications are still ranked as 'work that must be done'³⁵; as a result, access to video facilities for Defendants may be far harder, and there may well be other access to justice issues for Defendants in respect of matters taking place on video or other technology formats.

Standing advice from the Lord Chief Justice is that 'Applications for breach of an injunction or undertakings are unlikely suitable for telephone hearing. Such applications are likely to be urgent and to require priority. Arrangements will be required for the safe hearing of such applications.'³⁶

Exclusion order

In particular circumstances, a landlord (or the Local Authority, or Chief of Police in the Police) can ask for an 'exclusion order.' This is an order excluding the Defendant including the tenant from residing in the property.

Such applications are often accompanied by a map of the immediate area with a line drawn around the property (shaded area) by the landlord which the respondent is unable to go into.

The court must consider that:

- (i) the respondent is 18 or over
- (ii) the anti-social behaviour in which the respondent has engaged or threatens to engage consists of or includes the use or threatened use of violence against other persons, or
- (iii) there is a significant risk of harm to other persons from the respondent³⁷.

For an exclusion, nuisance or annoyance is not therefore enough to justify an order. The test is that a respondent must have acted in a way including use of, or threatened, violence or harm. (see above regarding ambit of 'harm')

The statutory guidance states that 'We do not expect the power of exclusion to be used often and the court will pay special attention to issues of proportionality. As such, applications should only be made for exclusion in extreme cases that meet the higher threshold set out above.'

COVID-19 and exclusions

³⁵ See Court Civil Listing Priorities- as at 1st April 2020

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/877242/Civil_court_listing_priorities_1_April_2020.pdf

²³ <https://www.judiciary.uk/announcements/coronavirus-covid-19-message-from-the-lord-chief-justice-to-judges-in-the-civil-and-family-courts/>

³⁷ Section 13(1)(c) ASBCPA 2014

COVID-19 poses particular challenges when it comes to injunctions and exclusions of this nature. Whilst granting exclusions inherently contradict the concept of a court moratorium on evictions, courts obviously retain the power to exercise discretion on an exclusion application and there is nothing in the Practice Directions to indicate that it would be inconsistent to allow an exclusion order.

We would suggest Courts in such circumstances will need to consider the 'balancing' convenience of granting an injunction in relation to an exclusion order particularly carefully, more so than normal. Given that the current situation in relation to public health is such that evictions themselves are not generally open where an occupier has security of tenure, injunction, it would seem unlikely this could impact for exclusions as well.

Alternative emergency/temporary accommodation is far harder to locate even than usual. At the same time, obviously these cases may involve allegations of significant violence to proximate occupiers. Much may depend on available resources to alleged perpetrators.

Mandatory grounds of possession

The ASCBPA introduced the concept of 'mandatory grounds' of possession in relation to security of tenure in Council-tenant ('secure tenant/') cases, and additional mandatory grounds in Housing Association/private landlord (Assured/Shorthold tenancy cases).

A 'mandatory' ground, or as described here an 'absolute' ground, means that the Court has no option (usually) other than to make an outright possession order, where particular grounds are proven. The statutory guidance states that the absolute ground for possession was introduced 'to speed up the possession process in cases where anti-social behaviour or criminality has been already been proven by another court. This strikes a better balance between the rights of victims and perpetrators and provides swifter relief for those victims.'³⁸

The guidance does specifically recognise that respondents (would-be Defendants in possession cases) may have either proportionality or 'human rights' defences. We can also add that a defendant may also have an Equality Act defence which is often far stronger (see below).

We will here concentrate on the antisocial behaviour elements of the 'mandatory ground' limbs, which are:

- The tenant, a member of the tenant's household, or a person visiting the property has been found by a court to have breached a Civil Injunction³⁹
- The tenant, a member of the tenant's household, or a person visiting the property has been convicted for breaching a noise abatement notice or order⁴⁰

In relation to breaching a civil injunction, it is important to consider that it is breach and not

³⁸ Statutory guidance, page 64

³⁹ Assured Tenants – section 97 (1) ASBCPA 2014, condition 2 Secure Tenants – section 94(1) ASBCPA 2014, condition 2. Please note that the mandatory ground only covers negative conduct- a landlord cannot use it for breach of failing to attend 'positive requirements' e.g. alcohol awareness course, etc.

⁴⁰ Assured Tenants – section 97(1) ASBCPA 2014, condition 5 Secure Tenants – section 94(1) ASBCPA 2014, condition 5

making of an injunction order, which gives rise to the ‘mandatory ground.’

It is, finally, worth pointing out on this topic that the behaviour leading to a found breach must have been committed ‘in or around the locality of the dwelling house’ OR it could be elsewhere, if the specific injunction term being breached was intended to prevent nuisance or annoyance to a person with a right to reside in the dwelling house or locality, or the landlord undertaking in connection with its management functions.

Given that there is no requirement that the injunction term is limited to violence or threat of violence, but includes nuisance or annoyance, the seriousness of the behaviour for the ‘mandatory ground’ would be lower than it would for the exclusion order.

As stated above, with injunction breaches, it is the contempt of court (rather than the behaviour itself) which is being punished.

It is crucial to consider the care that needs to be taken by an advisor at the ‘committal stage’ in injunction proceedings (and why, in all probability, it was considered necessary to include housing providers as being able to represent those facing committal – i.e. given that the implications of a found breach maybe far more far-reaching from a housing perspective). We would suggest anyone facing a committal action is referred for specialist advice at the first opportunity.

COVID-19 and mandatory grounds

Given that possession claims are subject to a stay for existing cases, or a ‘moratorium’ for new cases⁴¹, mandatory grounds are not likely to feature for some time in possession cases based on breach of ‘part 1’ injunctions.

However, it seems likely that the proportion of cases brought on the basis of injunction breach is likely to be far higher than it would normally be. This is a direct consequence of the likely reality that there will be more injunction cases than usual, meaning that there will likely to be more committal actions, and ultimately more likely to be ‘found’ breaches.

Legal Aid

We wish to make clear, then, that Legal Aid representation is available to defend Housing injunctions and may be conducted by housing lawyers with a relevant legal aid contract, where they are competent to do so.

Unusually for civil legal aid, part 1 ‘breach proceedings’ are NOT means tested, meaning that the usual complex financial assessments are not required to be undertaken⁴².

Summary

Injunctions have been particularly likely to be considered, as compared to possession proceedings. This is because of the ‘moratorium’ on possession proceedings.

⁴¹ At time of writing, just moved to 23rd August 2020

⁴² Page 4, Guidance for Providers (see above link at footnote 22)

Please do not hesitate to contact Bristol Law Centre housing department Housing@bristolawcentre.org.uk if there are any queries in relation to the above, or if there is a client/service user whom may benefit from specialist legal advice.

Bristol Law Centre has a contract with the Legal Aid Agency allowing us to provide publicly funded advice and representation in appropriate cases.

This document covers any known changes up to 30th June 2020. Please note this document is intended as guidance and as such is unable to be relied upon or replace formal legal advice.