

FOUNDATIONS OF PROPERTY

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[a] Stake of two parties and other not directly involved in the litigation process

According to the case history, arguments of both sides were ventilated by the judiciary. NHS owned the office building known as 14-16 Stamford Brook Avenue, London. According to information from the case study, the property was vacant, and NHS consulted with an agent to look over the property as “property guardians’”. This task of guiding the property was allocated to *Global 100 Limited* (G100) by *NHS*¹. Based on the agreement that was created between NHS and G100, G100 was capable of allocating the vacant room in that building to other applicants for houses based on a temporary agreement during the tenure of its “property guardians’”. A nominal consent of the NHS was required for G100 regarding the new settlement.

The agreement also enabled *other occupiers* to occupy the vacant building of 14-16 Stamford Brook Avenue, and they could use the amenities of the property in absence of the owners. According to *Clause 1.5* of the UK property Act, the occupiers cannot claim their right over any room without the permission of the owners². In this case, the issue took place when *Maria Laleva*, an occupier refused to leave in occupancy of a portion of the building to the G100. This situation escalated to the courtroom due to a misunderstanding between the prime agreement and the sub-agreements signed under each of the phases. The stake in this case for each of the parties was related to the financing and property rights.

[b] Legal issues in the case

The issue was raised in this case after Ms Laleva refused to vacate her occupancy based on the lines that she acquired from G100. The "factual reality" in this case was Ms Laleva had possession of the room in the 14-16 Stamford Brook Avenue building. G100 in this renegades filed a case in Civil court of the UK against her illegal possession of the room. On the other hand, an alternative case was filed by Ms Laleva, that the written agreement was a sham agreement in consequence of the factual reality.

¹ Gardencourtchambers.co.uk, (2022) *case details of Global 100 Limited v Maria Laleva [2021]*. Viewed on: 05/04/2022, from: <https://www.gardencourtchambers.co.uk/resources/download/429/global100-v-laleva-final.pdf>

² Gliha, D., (2018). Piracy in light of Marine insurance Law with a view of ransom payments. *Zbornik Pravnog fakulteta Sveučilišta u Rijeci*, 39(2), pp.833-853.

Property rights should be made clear to the tenants before signing the agreement with them and each of the agreements should be designed according to the property law of the UK³. Ms Leleva not willing to let go of her possession of the room in that building was the legal issue in this case, as the agreement was not made clear in front of all the tenants Based on this factor the civil court also asked whether G100 had the right in this case to raise the complaint against Ms Leleva.

[c] Process of resolving legal issues by the judges

The court below

According to the analysis of the case study, DJ Parker has passed a possession on the initial hearing of the court. She had depicted that the possession claim was not disputed genuinely. HHJ Luba QC in this case had allied the appeal, according to him the defending claim, in this case, was "a relatively low one". Decisions were made based on **Part 55.8 of UK law**, later on, it had appeared that the decision made by the judge was not fully accurate after evaluation of the total circumstances.

The court of appeal

There are a few specific steps that were taken by the court as decisions, which helped in accumulating the case of Global 100 Limited v Maria Leleva [2021] EWCA Civ 1835,

- The appeal of the court was addressed according to **CPR.55.8(2)**, according to this, "the claim that has been made was genuine", the hand also pointed out that it would have been a waste of resources from both sides of the parties involved in this case to provide direction for trial based on the evidence⁴. According to the court, the test was similar to the test of awarding summary judgement. Based on this factor the court has also introduced that the bar of the high was not enough to preclude the determination process. Moreover, the defence of Ms Leleva had already entered the case by that time.
- The licence that was granted to Ms Leleva according to a review of the courts, could not be addressed as a tenancy. This was introduced by the court after reviewing the pages of the agreement. It was also pointed out by the courts that Ms Leleva's exclusive possession of the room in that building was a matter of argument. The evidence of the license that

³ Grecksch, K., (2021). Out of sight–out of regulation? Underground space governance in the UK. *Journal of the British Academy*, 9(s10), pp.43-68.

⁴ Cooper, T. and Kirk, E., (2021). *Contract Law*. Routledge.

was introduced by Ms Leleva in court was not enough to prove her tenancy. Court had also pointed out the matter of why she had been let into the possession of the room by G100, where NHS has the right to vacant the building based on their will. Based on the factor of service occupiers, the licence of Ms Leleva was considered legal by the court.

- According to the review of the court, the common intention of creating a sham was not present in this case. Therefore, the licence was not a 'sham'. Furthermore, the court said even if Ms Leleva was able to introduce the intention to obtain the tenancy, it could not be the intention of G100, in this case, the dependent was on the terms of acquiring possession quickly for NHS. According to the court, the effectiveness of an agreement as a licence will be considered by the law based on the circumstances that which the agreement was signed by both parties. The grant was made by G100 to Ms Leleva and was of exclusive possession. So the claim of tenancy was not appearing as valid in this case.
- Based on the last decision of the court G100 was entitled to claim possession for two reasons. The initial one was, that G100 has granted the property to the tenant according to lawful ways. According to the view of the court, a mere licensee can claim possession lawfully in this case only based on a better title to the land. The court also assisted, in case restrictions were applied on G100's rights, those rights according to the property law of the UK were still enforceable. On the other hand, Ms Leleva also claimed that her possession was granted by G100. Therefore, the right of property was better entitled to G100, over the claims of Ms Leleva.
- The cross-appeal was made by Ms Leleva, which was autumnally dismissed by the court of law. According to the court, the claim had a minimal base of success.

The positional claim of property for the occupiers can sometimes be allowed by the court. Many of the times the occupiers claim the tenancies of their position has theft and have the exclusive right to the property. Lessons learned from this case were helpful in the development of ideas regarding the occupancy claims that can be made by occupiers in case of the exclusive right to the property for a room or a building. Similar miscommunications can be avoided after the aviation of this case.

[d] Relevance of licence distinction in current times

The knowledge and ideas of property rights that were derived from this case helped by creating similarities with many other cases in records related to miscommunication and issues in the latter case that took place in the UK. The case of *Birmingham City Council v Stephenson* [2016] EWCA Civ 1029 can be associated with the undertaken case, this case was better managed from the benefits of the *Global 100 Limited v Maria Laleva* [2021] EWCA Civ 1835⁵. The case was developed on the grounds of *noise nuisance*. The appeal was granted as Mr Stephenson was not receiving any kind of treatment for the illness of *schizophrenia*. The factor of pursuing a legitimate aim, in this case, turned into a question, and defence was put forward in this case. The court did not consider this as an appropriate threshold, for the defence pleading.

Collier v P & MJ Wright Holdings [2007] is another case that is similar to the analysis and knowledge derived from the case of *Global 100 Limited v Maria Laleva* [2021]⁶. 'The appearance of substantiality in the genuine dispute on the ground', was considered in this case. Applicable rules, in this case, were the Law of Insolvency, rule 10.5 (5). The meaning of phase was discussed by the judge in this case and it played an essential role in the decision-making process in *Collier v P & MJ Wright Holdings* [2007]. The aspect of success, in this case, was evaluated under CPR part 24, similar to that concerning the case. According to the judge, the factor of success in this case based on the evidence was not substantial. Therefore it had limited opportunities for success, and the court had rejected the evidence in this case.

Another case example can be given where a similar significance can be observed regarding the right to possession and property. The case of *Akerman-Livingstone v Aster Communities* [2015], can be discussed this case, the defendant of the possession had claimed that the claim has resulted in disability on the ground⁷. Regulation of the CPR part 24 was applied in this case for bringing a solution to the discrimination issues that had taken a rise in this case. The case of *Global 100 Limited v Maria Laleva* [2021] provides the information that the quality of high guardians shall remain high because of the rigid vetting process. Therefore, the claim of the property can be made by the owner under the circumstances of the agreement.

⁵ Cooper, T. and Kirk, E., (2021). *Contract Law*. Routledge.

⁶ *Collier v P & MJ Wright Holdings* [2007]

⁷ *Akerman-Livingstone v Aster Communities* [2015]

According to the knowledge of this case, each of the guidances will be living in their lockable personal space. This shall help in the creation of a peaceful environment in the building and it will also help in ensuring the presence of a guardian. The presence will be evenly distributed across the property, such a step can also reduce any chance of miscommunication between both parties involved in the agreement. The weekly licensing system becomes relevant in this case to avoid any kind of issues resulting from long term tenancy claims in the court. Protection of the rights of the occupant is also necessary which can be understood from the analysis of this case. Protection of the property law of the United Kingdom will be possible in this case. Management of the property will remain in the hands of the contractor (GGM in this case). The occupants will be capable of using the amenities present in their respective places. Damage to the property can be penalised by the contractor and the occupants will be responsible for the payment according to the agreement signed between both parties.

G100 was responsible to the property owner to secure the areas from any kind of trespassers. The introduction of occupants based on a weekly contractual basis is another innovative process for securing the area from any kind of trespassing issues (Harding *et al.*, 2018). Knowledge about short-term contractual occupancy and its effectiveness in reducing any kind of legal obligation can be managed from this case. The effectiveness of a well-designed claim of occupancy and the value of a legalised agreement between both the parties at times of signing the agreement can be extracted from this analysis.

This case also provides information about the effectiveness of clause 4.3, the benefit of the peace agreement between the guardian and the occupants can be introduced. Apart from that, living in a peaceful environment also becomes possible for the occupants under the protection of this law. After the agreement is over, based on the contract that has been signed between the contractor and the occupants' delivery of the keys to the contractor by the occupants is demanded by law. The effectiveness of the guardianship agreement between the owner and contractor is also revealed in this analysis. The role of substantial ground and effectiveness of this factor in a case of property rights was revealed from this analysis. Evaluation of this case has provided an upper hand to the owners and guardians of the land and building properties in designing their agreement with occupants in a fully legalised manner where a minimal picture of miscommunication is present.

References

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