IN THE BIRMINGHAM COUNTY COURT **CLAIM NO: 6BM74906**

BETWEEN :-

20-20 HOUSING CO-OPERATIVE LIMITED

Claimants

And

MR ROBIN CLARKE

Defendant

DEFENCE AND COUNTERCLAIM

DEFENCE

1. Attached to this Statement of Case is a book written by the Defendant, *The Housing Corporation Scandal,* which summarises much of the evidence related to the following, and also gives fuller particulars as indicated below.
2. Those who have taken over control of the Claimant organisation invariably refer to it as "20/20 Housing Co-operative", but the correct name as registered is 20-20 with a hyphen. That they cannot even get their own name correct is symptomatic of the nature of these people.
3. Paragraphs 1 and 5 of the Particulars of Claim seek to convey by implication that the "Claimant" "20/20 Housing Co-operative Limited" is functioning legitimately as the landlord of the Defendant, with legitimacy and with proper accountability. This is denied, for reasons set out in the following eleven paragraphs.
4. The Claimants have committed numerous unlawful, deceitful actions, and actions in breach of their Rules and Code of Conduct, and have gone to great lengths to subvert proper accountability for their actions. What started off as a genuine co-operative has ended up corrupted into more like a fascist dictatorship or secretive cult. This change of the fundamental nature of governance was not for any good reason, but solely in an attempt to conceal harassments.
5. The Claimant organisation is a Registered Social Landlord (RSL) supposedly regulated by the Housing Corporation (HC) and Housing Ombudsman. In reality, there exists clear proof that the system of regulation by those bodies is severely defective. It is more like a cosy collusion in which the HC pretends it is regulating the RSLs, the RSLs pretend that they are being regulated by it, and the mere tenants can can be harassed with impunity.

6. The proof of this failure of regulation is presented in a book titled *The Housing Corporation Scandal* which the Defendant finished writing shortly before this eviction action came to his awareness. The Defendant found that everyone else knew even less than himself about Harassment by Housing Co-operative, so he was fated to be the world expert on the subject. That is why these abuses have continued so long without the Defendant being able to obtain proper resolution.

7. A letter of 28th April 2006 from John Green, Head of Registrations and RASA, of the Housing Corporation, provided further clear proof that:-

   (a) the HC's regulation of RSLs of this type is severely defective; and

   (b) the HC prefers to pretend its system is not defective rather than to take action to overcome the defectiveness.

8. It follows that any endorsement issued by the HC concerning the governance of the Claimant organisation is devoid of all merit as a counter to the substantial evidence of malgovernment and harassment to be presented in this case.

9. Some of the Claimants' abuses may be best categorised as malgovernment, as listed below.

PARTICULARS OF MALGOVERNMENT

(a) At the July 2005 meeting of 20-20, the committee approved a false account of the Minutes of the June meeting, choosing to omit important facts of that June meeting with a view to concealing harassment by Correspondence Secretary Midge Miller. Particulars of the false account are on page 51 of the book.

(b) At the August 2005 meeting of 20-20, the committee approved a further false account, of the Minutes of the July meeting, choosing to omit important facts with a view to concealing harassment by Midge Miller and Treasurer Nic Bliss. Particulars of the false account are on page 52 of the book.

(c) At the August 2005 meeting of 20-20, the committee voted to halt the audio-recording of the meeting by the Secretary (the Defendant), with a view to concealing harassment and malgovernment.

(d) At that same August meeting, to provide a lame pseudo-excuse for halting the recording, Nic Bliss twice uttered a slanderous falsehood, that they had records that the Secretary (the Defendant) had breached proper confidentiality by circulating inappropriate information from meetings.

(e) In advance of the September 2005 meeting of 20-20, the committee concocted three false excuses for dismissing the Defendant from the post of Secretary and from membership of the committee, and at the September 2005 meeting they voted for that dismissal on the basis of

those false excuses. Particulars of the excuses are given on pages 40-41 of the book.

(f) At that same September meeting, in support of one of the false excuses, the Treasurer Nic Bliss falsely represented as untrue a report by the Defendant (that Nic Bliss had paid £3000 of 20-20's money into his own account), waving an auditor's report on the current year's accounts even though he was well aware the diversion had occurred some years before instead.

(g) In about September 2005, an illegitimate secret decision was taken by the Claimants, to unprecedentedly make the committee meetings secret and confidential, and unprecedentedly to discontinue the practice of sending copies of the Minutes to all Members. There was no good reason for this fundamental corruption of the nature of the organisation, but a very obvious improper reason.

(h) At the October 2005 general meeting, which the Defendant ex-Secretary was openly tape-recording, the committee refused to allow discussion of anything other than the rents; and they thereby prevented the recorded calling to account of the officers in respect of the harassment and malgovernment.

(i) Chairman Lynn Mansell sent a letter to the Defendant threatening to sue him for libel in respect of his webpage www.2020housing.co.uk which was revealing only the truth about the organisation.

(j) Unprecedentedly, no reports were presented at the 2005 AGM.

(k) The Claimants gave untrue and incomplete accounts of events to the investigation by "Helen White". Particulars are on pages 65-70 of the book.

(l) Untrue and incomplete accounts of events were also given in a secret report of the Claimants prepared by Ursula Barrington regarding the review of the organisation's procedures and management. Particulars are on page 74 of the book.

10. The Claimants thus imposed a system of evasion of proper accountability to the Membership and of evasion of transparency to regulatory authorities.

11. Furthermore, the whole purpose of the co-operative being a co-operative was that tenants would be maximally empowered and involved in managing their own housing; and a fundamental requirement for that was that all the Members should be kept informed of what was happening and allowed to be involved in it, subject only to minimal constraints of personal information confidentiality and conflicts of interest. Thus the summation of these acts and especially the secret one described in Particular (g), was far beyond a breach of any Rule, but rather a fundamental corruption of the very essence of the organisation. This fundamental corruption of the organisation was for no good purpose but only for an obvious improper one.

PARTICULARS OF HARASSMENT

12. (There is a substantial complexity of Particulars and key information here which is difficult to present except in terms of all of Paragraphs 12, 13 and 14.)
All the acts listed below of the claimants unambiguously constitute breaches of the Protection from Eviction Act 1977 s.1.(3A). Where Statutes have been badly drafted or are ambiguous or otherwise manifestly problematic in their meaning, Judges properly have a role in their interpretation. But the criterion of what acts fall within s.1.(3A) is clear and unproblematic, and therefore it would be an arrogation of Parliament for a Judge to assert that only thuggish acts such as violence or switching off electricity are validly included, or that "white-collar" acts such as abuses of procedures of allocations, lettings, complaints, repairs or policymaking do not fall under the Act. (And it would be all the more perverse to assert an exclusion of what are specifically the more serious acts, as explained in the next sentence.)

Furthermore, such "white-collar" harassments would not be less serious than the thuggish sort. Very much on the contrary, the "white-collar" harassments would be substantially more serious. That is because (i) they can be vastly more distressing to the victim, via a leverage effect by which with little effort a harasser can achieve a persistent indefinitely ongoing distress; and (ii) the victim feels disempowered due to the harassment being disguised as honourable functioning of a worthy organisation; and (iii) they entail an outrageous abuse of the powers entrusted to the harassers.

Furthermore, the malign manipulations of community relationships involved in this case constitute a cynical inversion of the very principles emphasised by Nic Bliss in his professional publications as "Senior Community Regeneration Officer", of the overriding importance of friendly communities rather than mere physical considerations.

(a) A valid complaint about severe noise-inducing faults in the floor of Flat 4, 18 Park Rd was made by Mike Talbot, who was at that time the tenant of Flat 3, 18 Park Rd. With a view to enabling those faults to cause ongoing distress to Mr Talbot, Nic Bliss, the Treasurer of the Claimant organisation, lied that the floor problem was not serious and was very technically complicated and too difficult and expensive to correct.

(b) An existing tenant of 20-20, Peter Walsh, who was known to the Claimants to be a loudly-playing guitarist, was specially selected for transfer to the flat below that of Mr Talbot, with a view to adding to his distress. Mr Talbot thereafter went mad and died prematurely, whereupon Nic Bliss took over his flat, which was the best flat in the Co-operative and just downstairs from that of his partner Lucy Bastin.

(c) In the summer of 2004, Julius Swift of the Claimant organisation repeatedly lied to the Defendant that he had instructed John Coffey and Co. to correct severe noise-inducing faults of floors of Flat 3, 9 Augusta Rd while replacing the kitchen fittings therein.

(d) In 2004-5, valid complaints about severe noise-inducing faults of the floor of Flat 3, 18 Park Rd were made by Peter Walsh, the tenant of Flat 1, 18 Park Rd. With a view to enabling those faults to cause ongoing distress to Mr Walsh, Nic Bliss, the Treasurer of the Claimant organisation, twice lied that the floor problem was too technically complicated and too difficult and expensive to correct.

(1) In the Spring of 2005 Mr Bliss lied that correction of the floor faults affecting Mr Walsh would involve the whole joists moving and would therefore unacceptably damage the ceiling below. The Defendant later expressed bafflement at this patent nonsense, in two of his archived correspondence documents (dated computer files).

(2) A little later in 2005 Mr Bliss again lied to the Defendant about that floor, asserting that the refitting of his fitted carpets would be a very difficult operation which no builder would have the skill to perform, and supposedly therefore it would be too difficult or expensive to correct the floor problem. The Defendant again expressed bafflement at this second patent nonsense, in two of his archived correspondence documents.

(e) In July 2005, in furtherance of the scheme of harassment described in (g) below, Nic Bliss made a false complaint against the Defendant, that he had supposedly obstructed the introduction of a new tenant for Flat 3 on 3 July 2005. The false complaint was referred to Mr Bliss's professional colleagues, Sheryl Blake and Phil Brown. The outcome was that Sheryl Blake sent a letter to the Defendant consisting entirely of outrageous untruths and grossly unreasonable demands.

(f) On 25 October 2005 the Claimants changed the front door lock of the Defendant's house, without good reason, without notification and without providing a key to the Defendant except by leaving a notice on the door saying that he could get it from the alcoholic tenant of Flat 2, whom they knew to be paranoiacally hostile to the Defendant at that time. The Claimants have the advice of professional housing managers and it should have been obvious that there were proper ways of organising such a change, not that it was necessary anyway. This act showed a callous disregard for ensuring the right of access of the ill tenant to his home.

Paragraph 10(1) of the Particulars of Claim misleadingly alleges that "the Defendant was notified that the lock would be changed ....". In reality a letter was sent to the Defendant arriving on 24th October 2005, stating that the lock would be changed that day (but was not); and then the

following day the lock was changed without notice. Further particulars of the lock-changing are given on pages 53-54 of the book.

(g) In the spring of 2005, both of the other two Flats in 9 Augusta Road, the house where the Defendant lives, became vacant concurrently. The Defendant's flat is easily assumed to be one of the best in 20-20, whereas that of Midge Miller (Correspondence Secretary, Repairs Officer, Allocations Officer, Evictions Officer) is easily assumed to be one of the worst. So the Claimants devised a scheme combining multiple elements to harass the Defendant out of his flat:

(1) The Defendant had made clear to the Claimants in his archived correspondence that he was precariously ill, barely coping, due to mercury poisoning which could only be corrected via a very difficult course of treatment;

(2) They could re-let the Flat 3 without correcting the severe noise faults in the floor above the Defendant's bedroom, well-aware that this would seriously compromise the Defendant's chelation protocol which would require waking up in the night to take chelators without fail every four hours;

(3) They could exploit a particular situation relating to the communal areas. The Defendant does not have a car and uses two bicycles as his primary means of transport. The entrance to Flat 1 is unusually constricted, making it impractical to keep the bicycles anywhere other than in the shared hallway, where they cause not the slightest nuisance to others anyway. And the maintenance of the bicycles likewise needs to be done there. And the Claimants were very well aware from years of acquaintance that the Defendant strongly objects to passive smoking. With all this in mind they could cause major nuisance by selecting heavy smokers as the new tenants and then doing nothing to restrain their smoking in the hallway.

(4) They could secretly select for Flat 3 a tenant with whom angry ideological conflict could be (falsely as it happens) presumed to arise (re which further particulars are given in Paragraph 13 below);

(5) They could secretly select the worst possible neighbour for Flat 2, a criminal chain-smoking alcoholic, etc. etc. (re which further particulars are given in paragraph 14 below);

(6) They could poison the relationship with the Defendant's new neighbours by means of malign, deceitful words;

(7) They could exploit their control over the defective Complaints Procedure, in order to maladjudicate over the complaints which would predictably arise from the new tenants or complaints which would otherwise be rightly raised by the Defendant; these maladjudications could then be used in legal proceedings for eviction of the Defendant.

(8) Once the Defendant had been driven out by the combination of these pressures, and Midge Miller moved in, the Claimants would then easily get rid of the criminal alcoholic in turn, especially given that he would have only a probationary tenancy for which they could easily find an excuse to terminate.

In respect of both Flats, exceptionally inappropriate allocations of tenants were made, such as could not have happened by mere chance; as is made clear in Paragraphs 13 and 14 below. It was clearly a deliberate design to harass the Defendant.

13. In respect of the malevolent allocation for Flat 3 (Paragraph 12(g)(4) above):

(a) On 2rd July 2005 Nic Bliss brought a new tenant for Flat 3. Letters started coming indicating that he had a characteristically Islamic name, Khalid El Jid.

(b) The Claimants were aware that the Defendant had written things pointing out that the All-knowing, All-powerful Allah (who could not have a communication handicap) in hundreds of verses of his flawless [4:82] unchangeable [6:34; 6:115; 10:65; 18:27] Last Testament gives commands for a war of terror against non-Muslims, with pillaging of booty and enslavement of women. For instance, on 27 December 2004 the Defendant sent an email to Nic Bliss headed "Guardian guilty of persistent Jihad Denial".

(c) The Defendant has for 16 years lived harmoniously with a street of mainly Muslim neighbours, but the Claimants would not have been aware of that.

(d) The Claimants had already known six months earlier that Flat 3 would become vacant, and it had already become vacant during March 2005. The Claimants thus left Flat 3 vacant for three months before Nic Bliss brought that new tenant for it. That peculiarly long period would be explained by the difficulty of finding a Muslim smoking man for it.

(e) Mr El Jid did not have a Share Certificate signed by the Secretary (the Defendant) so the re-let was in breach of Rule 7. The likely reason for this omission was to prevent the Defendant learning of his Islamic name.

(f) The new tenant was a smoker, which has pertinence to 12(g)(3) above.

(g) The Claimants had done no work on correcting the severe floor noise problem, despite that long delay and despite numerous appeals about it.

(h) When Nic Bliss brought the new tenant, the Defendant overheard him seeking to poison the relationship with the Defendant, by means of wholly unjustified words such as "this junk here" and "overgrown garden". The latter words must be understood in the context that the Defendant had done a huge amount of work to develop and maintain the gardens over the past 15 years.

It would of course be inappropriate to discriminate against Muslim applicants, but in this case Mr El Jid was not so much being helped as being specially selected for abuse as a tool with the expectation of generating discord.

14. In respect of the malevolent allocation for Flat 2 (Paragraph 12(g)(5) above):

    (a) The new tenant for Flat 2 was also a smoker, indeed a chain-smoker, which has pertinence to 12(g)(3) above.

    (b) Nic Bliss had pointed out in 2004 that in the selection of new tenants 20-20 needed to prioritise the potential for contribution to running the Co-op. The whole point of being a housing co-operative was that co-operatively-minded people would work together to achieve a higher quality of housing than otherwise.

    (c) In the context of seeking that potential for contribution to running the co-op, one would hardly expect the selection of a near-illiterate chronic alcoholic with an ongoing history of criminal convictions, not capable of running his own household properly let alone anything more. The untrustworthiness of criminality is the antithesis of the trustingness of co-operativeness.

    (d) The new tenant was unable to write and barely able to read. By contrast his neighbour the Defendant has had four theories published and written two books.

    (e) The new tenant is a chronic alcoholic developing advanced symptoms (paranoia etc). By contrast the Defendant is a non-drinker as the Claimants were well-aware from many years acquaintance.

    (f) At Birmingham Magistrates Court on 30th November 2005, the new tenant was found guilty of shoplifting, and numerous previous convictions were cited.

    (g) The Defendant discovered that the new tenant was a client of the SIFA alcoholism support agency located at 18 Lower Essex Street, a moderate-sized building shared with the Probation Service. The Defendant also discovered that that was also the place of work of Julius Swift, the allocations/lettings officer involved in this re-let of Flat 2.

    (h) The Claimants were aware that they could easily find numerous criminal alcoholics hanging around in Lower Essex Street on any workday.

    (i) As a Probation Officer, Mr Swift would have access to criminal records with which to fine-tune the malevolent choice of tenant.

(j) The Claimants went out of their way to be unhelpful to the new tenant.

(1) He was effectively dumped in a bare flat without even carpets, from which everything had been deliberately thrown out despite the Defendant's objection (Midge Miller had said that the new tenant could decide but he then pre-empted that option).

(2) The electricity prepayment meter was too high for the alcoholic to reach even with a chair, but the Claimants refused to get it moved.

(3) Having dumped the vulnerable criminal alcoholic in the bare flat adjoining that of the Defendant who was known to be already barely coping with his mercury poisoning, the Claimants gave no help to either.

(4) Instead, the Claimants committed an act of deceit calculated to aggravate the situation. At the June 2005 meeting, Midge Miller told two lies about the Defendant's request concerning policy on smoking in communal areas, abusing his position of trust as Correspondence Secretary for the purpose of contributing major aggravation to the scheme of harassment described above. Particulars of the lies are on page 51 of the book.

Alcoholics and persons at risk of re-offending are classed as vulnerable persons with priority need for housing. But the Claimants were not in the business of helping this vulnerable tenant, but instead one of abusing him as the co-victim of their nasty scheme of harassment.

(k) Joseph (Joey) Dowd became the tenant of Flat 4, 16 Park Rd in mid-2004. In April 2006 the Defendant learned from the alcoholic's friend Shaun Lynch that Mr Dowd had moved out from that house following harassment. The only other residents of 16 Park Rd during his tenancy were Midge Miller, Julius Swift, and a woman they had selected themselves.

15. The Defendant is the only person to have been a Member of the Claimant organisation for more than 20 years, and is the only Member who has consistently acted in these matters with probity and honourableness and in accordance with the organisation's Rules and Code of Conduct; and therefore should properly be considered the only legitimate authority in the Claimant organisation. But, for clearer presentation, those who have brought this Claim may be referred to herein as "the Claimants", even though strictly-speaking they should not be.

The real reason why this patently vexatious action was brought

16. Basically they 'snookered' themselves into this with their own intrigues.

17. In the course of the abovementioned scheme of harassment of the Defendant, and to concoct a false ground for eviction, the Treasurer, Nic Bliss, made a false complaint to his professional colleagues at BCHS, that the Defendant had (in some never-defined way) "obstructed" the access of a new tenant for Flat 3 on 3rd July 2005.

18. Having set out on the pathway of criminality and deceit, the deceivers then had to carry on along that pathway of deceit, pretending that 20-20 was still a properly-run organisation. That came into conflict with the fact that Flat 3 was remaining untenanted.

19. They could not acknowledge the true reason why it was untenanted, namely that they were more concerned with sustaining the pretence that the Defendant was improperly preventing the re-let than with sorting it out honestly. And it would be near-impossible for them to re-let that hard-to-let flat to any credible tenant, in the circumstances of the selected criminal alcoholic still living in Flat 2 and the Defendant in Flat 1 being there to again point out that the Co-op was being controlled by harassing liars.

20. So they had to concoct a false account of why Flat 3 was not being re-let, and simultaneously it could be hoped to serve the purpose of legalistically expelling the truth-telling Defendant from the scene.

21. It follows that the bringing of this grossly defective Claim is not due to mere incompetence but rather is due to malevolent deceit.

22. Those who have anonymously instigated this unworthy action should be personally identified and charged the full costs personally.

Specific Allegations in the Claim

23. Paragraph 10 alleges that the Defendant changed the lock to the communal door. That is a misrepresentation of what actually happened.

24. In reality, on the first occasion it was the Tenant of Flat 2 who decided the lock should be urgently changed, following thefts by Lee Wright, and the Defendant merely intervened to prevent the work from being done incompetently. Thus the responsibility lay with the Tenant of Flat 2.

25. On the second occasion the lock was changed by joint decision of the Defendant and of the Tenant of Flat 2 (who is a member of the Management Committee of the Claimant organisation).

26. In congruence with these facts, at no time has the Tenant of Flat 2 made any complaint about locks being changed (even though he certainly complained – unreasonably – about other things).

27. Thus responsibility for the two changes of locks lies more with the Tenant of Flat 2 than with the Defendant. And yet this Claim is perversely being brought against only the Defendant, for unworthy reasons which will be made clear.

28. The Claim wholly depends on allegations of breaches of three Clauses of the Tenancy Agreement, namely:-
(i) Supposedly Clause 4(2)(ii) was breached by the Defendant supposedly changing the lock.
(ii) Supposedly Clause 4(2)(iv) was breached by the Defendant supposedly changing the lock.
(iii) Supposedly Clause 3(12) was breached by the Defendant supposedly preventing access.
All these allegations of breach are multiply false (for reasons given below); and even if they had not been, which is denied, such breaches would have been justified anyway, in order to prevent further abuses in the context of ongoing harassments and severe malgovernment and evasions of accountability by 20-20 officers.

Alleged breach of Clause 4(2)(ii)

29. The word "structural" is universally understood to mean the gross building parts such as load-bearing walls, roofs and floors. Therefore, changing the barrel of a lock would not constitute a structural alteration as specified in Clause 4(2)(ii) of the Agreement.

30. Furthermore, the Clauses of the Tenancy Agreement entail implied terms. For instance, causing damage as per Clause 4(2)(iv) would not constitute an actionable breach of that clause if the damage was necessitated in the course of putting out a fire or saving a life. In the present instances, besides not being in breach of the Agreement anyway, the first change of the lock was necessitated by the need to prevent theft, and the second change of the lock

was necessitated by the need to inhibit serious abuse of the lettings procedure.

Alleged breach of Clause 4(2)(iv)

31. The word "damage" is used in Clause 4(2)(iv) with a well-understood meaning which does not include changing of lock-barrels. Therefore, changing the barrel of a lock would not constitute damage as specified in Clause 4(2)(iv).

32. Furthermore, the Clauses of the Tenancy Agreement entail implied terms. For instance, causing damage as per Clause 4(2)(iv) would not constitute an actionable breach of that clause if the damage was necessitated in the course of putting out a fire or saving a life. In the present instances, besides not being in breach of the Agreement anyway, the first change of the lock was necessitated by the need to prevent theft, and the second change of the lock was necessitated by the need to inhibit serious abuse of the lettings procedure.

Alleged breach of access obligation in Clause 3(12)

33. It is denied that the Defendant prevented access. At all times the Claimants were well aware that the tenant of Flat 2, a Member of the Claimants' Management Committee, had a key to that lock (being the front door of where he lived), and there was no way the Defendant could prevent them obtaining access via the assistance of that Management Committee Member and tenant.

34. The fiction that the Defendant was preventing access originated in the course of his being harassed and of false grounds for eviction being fabricated against him.

35. The Defendant has consistently made clear in writing and otherwise that he would assist with access insofar as he was given reasonable grounds to believe the request to be reasonable, honourably-motivated and issued by an authority acting legitimately, accountably, with honesty and in accordance with its rules.

36. Whenever people draft a Tenancy Agreement of a Registered Social Landlord (RSL), and whenever Tenants sign such an agreement, they do not in the remotest imagine the possibility of a situation in which the RSL becomes controlled by persons who are trying to harass tenants out of their flats, or who are acting deceitfully, dishonestly, in breach of Rules or Code of Conduct, or evading accountability. There is therefore an implied term in the Tenancy Agreement, namely that the obligations it places on the tenant may justifiably be overruled if such an unforseen state of affairs exists.

37. Furthermore, the Claimants have breached Clause 2(2) of the Tenancy Agreement: "The Co-operative agrees: Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises [....]". Particulars of breach

are give in the above-stated Particulars of Harassment.

38. Furthermore, the Claimants have also breached Clause 2(4) of the Tenancy Agreement: "The Co-operative agrees: To keep in good repair the structure [....] including [....] floors [....]". Particulars of breach are given in the above-stated Particulars of Harassment.

39. The Agreement to allow access under Clause 3(12) entails implied terms that the request for access is at least passably reasonable, honourably-motivated, and issued by an authority acting legitimately, accountably, with honesty and in accordance with its rules.

40. There exists substantial clear proof that officers and management of 20-20 have been persistently acting illegitimately, dishonestly, evading accountability, and in breach of the Rules and Code of Conduct (see Particulars of Malgovernment and Particulars of Harassment, above).

41. There exists substantial clear proof that officers and management of 20-20 have been acting with dishonourable motives, harassing selected tenants for the purpose of inducing them to vacate their flats (see Particulars of Harassment, above).

42. Hence for these reasons those implied terms were not satisfied and the tenant was not in breach of the Agreement in giving no assistance in enabling the unreasonable access.

43. On the contrary, in the circumstances the Defendant's book describes, where the organisation is acting criminally, deceitfully, and in breach of its rules, and there is good reason to believe that the request is malevolently-motivated, the Tenant's proper duty is to impede access so as to prevent further criminal abuse taking place. Thus even if the Defendant had in reality caused damage or structural alteration or prevention of access in the manner claimed, all of which is denied, it would still not constitute a breach of the Tenancy Agreement.

44. Paragraphs 10(3) and 10(5) of the Particulars of Claim misleadingly allege that the Defendant replied saying that "he thought this was a waste of Co-operative money" or "it was a misuse of the Co-operative's money". In reality the Defendant replied <u>explaining why</u> it would be a waste and misuse of the Co-operative's money – and not the slightest rebuttal was offered to the Defendant's sound arguments. Accordingly there was no justification for expecting the Defendant to honour the unworthy requests of the improperly-acting management. Their own report by "Helen White" (sections R7-9) later confirmed the Defendant's view on this point (that rather than a speculative investigation by Clerk of Works, instead a quotation from a builder should be sought):

"Written quotes should be obtained to carry out remedial work .... . the quotes should be obtained .... to carry out work to floors in 9 Augusta Rd and 18 Park Rd which involves screwing down floorboards as suggested by the complainant ....".

Proposed Witnesses

45. The Defendant proposes to call the following Witnesses of Fact:
John Coffey (builder), 93 Edgbaston Rd B12

Midge Miller, 16 Park Rd B13 8AB

Julius Swift, 16 Park Rd B13 8AB

The Occupier, Flat 2, 16 Park Rd B13 8AB

The Occupier, Flat 4, 16 Park Rd B13 8AB

Nic Bliss, 18 Park Rd B13 8AB

Lucy Bastin, 18 Park Rd B13 8AB

Peter Walsh, 18 Park Rd B13 8AB

Lynn Mansell, 40 Homer Street B12 9QX

Edward Cox, Flat 2, 9 Augusta Rd B13 8AJ

Chrissie Muirhead, BCHS, 205 Kings Rd B11 2AA

Sheryl Blake, BCHS, 205 Kings Rd B11 2AA

Jon Stevens, BCHS, 205 Kings Rd B11 2AA

And other sometime Members of 20-20 to be determined.

And other sometime Employees of BCHS to be determined.

COUNTERCLAIM

46. The management committee and individuals who are or were management members of The Claimant organisation committed offences of harassment in breach of the Protection from Eviction Act 1977 s.1(3A); as detailed in Paragraphs 12, 13, and 14.

47. Those acts in addition constitute a breach of the covenant for quiet enjoyment of the property, a breach of Clause 2(2) of the Tenancy Agreement:
"The Co-operative agrees: Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises [....]".

48. The Claimants have also breached Clause 2(4) of the Tenancy Agreement:
"The Co-operative agrees: To keep in good repair the structure [....] including [....] floors [....]".

49. In addition the Claimants have filed this vexatious Claim for Possession of the severely ill Defendant's home of 16 years.

50. These offences and breaches by the Claimants have caused the Defendant very great losses and distress.

PARTICULARS OF LOSS, DISTRESS, AND DAMAGE

(a) The Defendant has in effect lost a year of his life to coping with the harassment and working on trying to get corrective action. The Defendant's life has been effectively paralysed for a whole year, unable to work (or play) on anything else of any significance. His time and energy have been totally taken up with managing the regular crises of the alcoholic neighbour and his criminal visitors, without the normal redress to the Co-operative, and with trying to work out how to get the problems sorted, researching and writing reports to the Housing Corporation and others. Even between crises of the neighbour, he has been in constant apprehension of what madness is going to suddenly happen next.

(b) This loss of a year of the Defendant's life is all the more serious because his specialism is as an innovative scientist and inventor, and getting a year behind with information is very difficult to make up and very disadvantageous.

(c) In May 2005 the Defendant was near to completing a stupendous update report on his autism theory, reporting confirmation of three predictions and his unexpected resolution of the incandescent controversy about causes of the autism increase. He would thus by now be the world's most famous autism researcher. But due to the Claimant's abuses, it has been impossible for him to find the undistracted time for concentration on completion of that update report.

(d) Associated with that update report the Defendant was about to file and assign a patent application for a cure for a currently incurable illness costing several trillions of dollars ($1,000,000,000,000) (over the effective patent life); he could easily be sure that a drugs company would pay him well over a millionth of that, £1,000,000, which is peanuts for a drugs company. Although the opportunity to make that assignment of patent may still exist, the Defendant has lost the amenity of having that sum a year earlier (in the context of being an ageing chronic invalid on Income Support). (And by this delay the Claimants have of course also caused loss to the human race as a whole, amounting to many billions of dollars.)

(e) In May 2005 the Defendant was also working on starting the urgent business of getting treatment for his severe mercury poisoning; due to the abuses by the Claimants he has had to delay this treatment and suffer a further year of degeneration due to the oxidation catalysis damage from the mercury.

(f) In August 2005, a friend of the Tenant of Flat 2, Shaun Lynch, stole the Defendant's uninsured Dawes bicycle plus lock worth £90 (Crime No. E3/7172/05).

(g) Other miscellaneous thefts of and damage to the Defendant's property by the Tenant of Flat 2 and his visitors have cost him approximately £100-£200.

(h) The Defendant has lost the potential of earnings by various means which would have become possible once his mercury poisoning was cured.

(i) Mental distress associated with all the above matters.

(j) Due to abysmal non-work (misconduct?) by a CLS Solicitor, resulting in zero progress in three weeks, I (the Defendant) have had to urgently find out how to produce a Statement of Case and urgently compose it.

(k) Cost of the book *Drafting* (Inns of Court School of Law/OUP):- £26.99.

AND The Defendant Counterclaims:-

1. Damages and Compensation for the losses and distress detailed above:

   - amount unspecified.

STATEMENT OF TRUTH

I believe that the facts stated in this Defence and Counterclaim are true.

Signed

Defendant ROBIN CLARKE

Dated

Current Address for Service:

Robin Clarke
9 Augusta Rd
Moseley
Birmingham
B13 8AJ