

JERSEY / JUDGMENT

# AG v Irwin [2002] JRC 78 (12 April 2002)

**[2002] JRC 78**

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## JUDGMENT

THE DEPUTY BAILIFF: 1. This defendant used her former hotel as a lodging house for some 7 months, despite having been warned that she was not entitled to do so. She took in between 5 and 25 more lodgers than she was allowed under the law. 2. Such behaviour would normally attract a substantial fine intended not only to remove any profit made during that time, but also to reflect an additional penalty for breaking the law. However, we are satisfied that this is a very unusual situation. The financial position of the defendant is, and has at all relevant times been dire. She has accumulated losses in running the hotel. 3. In August, 2000, she arranged a sale to a developer who wished to convert the property into residential accommodation. At that stage it was hoped that planning permission could be received for 6 units. The sale agreement was conditional on receipt of planning permission and the price varied according to the number of units. By November, 2000, the Planning and Environment Committee had said no to six units. The developer then apparently applied for five units. The position today is that planning consent has still not been obtained for any particular number of units. We are informed that the Planning and Environment Committee now say that they would be willing to grant consent to only four units, which has, of course, affected the possible sale price. Even this will take, we are told, a further three to four months before any permission will be finalised. 4. We emphasise that we do not know the full facts. We are relying only on that which we have been told by the defendant's advocate and it was the developer, not the defendant, who had responsibility for obtaining planning permission. Nevertheless, on the face of it, it has to be said that the period of two years which will have elapsed between the sale agreement and any eventual planning permission on the current time table, seems far, far too long for a matter such as this. The delay has undoubtedly exacerbated the financial difficulties of the defendant. Indeed, it is no longer clear that she will necessarily clear all liabilities when the sale eventually goes through. 5. In the circumstances, we are willing to grant the conclusions of the Crown which would otherwise be extremely modest and indeed too low. We therefore impose a fine of £2,000. That sum is to be paid not later than 14 days after the sale of the hotel. There is a prison sentence of one month in default, and we give liberty to the defendant to apply to the Court in respect of that default sentence, in the event of the sale proceeds not being sufficient to pay the fine. We also order costs of £250 which will be payable at the same time as the fine. Authorities Lodging Houses (Registration) (Jersey) Law 1962, as amended: Article 2. A. G.-v-Allan (5 th March, 1999) Jersey Unreported. A. G.-v-Evans (3 rd November, 1995) Jersey Unreported. A. G.-v-McKenzie (19 th

November, 1993) Jersey Unreported. A. G.-v-Ribeiro (19 th January

2001) Jersey Unreported; [2001/19] A. G.-v- Muren & Peters (16 th August, 2000) Jersey Unreported; [2000/166]; [2000] JLR N.61. Page Last Updated: 21 Jun 2016 BAILII: Copyright Policy | Disclaimers | Privacy Policy | Feedback | Donate to BAILII

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