NZ LAND LAW

CASE NOTES

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AG Securities v Vaughan; Antoniades v Villiers [1988] UKHL 8

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Court details: House of Lords

Procedural history: Case was on appeal from the Court of Appeal

Facts:

- This was a House of Lords decision that decided two cases in the same ruling.
- In the first case, AG Securities, an unlimited company, had a long lease of 25 Linden Mansions, Hornsey Lane, London, with four bedrooms and communal areas.
- It rented to Nigel Vaughan and three others.
- Each moved in at different times from 1982, signing independent agreements.
- In May 1985 AG Securities terminated the agreements.
- They claimed they jointly held the lease and therefore had statutory protection.
- The judge held there was no lease.
- The Court of Appeal held the occupiers had a lease, but Sir George Waller dissented.
- In the second case, Mr Antoniades had a long lease of 6 Whiteley Rd, Upper Norwood, London, with a bedroom, kitchen and bathroom, and rented it to Mr Villiers and Miss Bridger.
- They moved in together and signed identical agreements on 9 February 1985.
- It stated that the Rent Acts did not apply and that 'the licensor is not willing to grant... exclusive possession' and that the use of the flat was 'in common with the licensor and such other licensees or invitees as he may permit from time to time'.
- Clause 16 said that other people could use the rooms.
- In 1986 Mr Antoniades claimed possession.
- Statute would limit the power to remove them.
- Judge held they did have a lease.
- The Court of Appeal held they were licensees.
- Both cases were appealed to the House of Lords.

Issues:

- The role of exclusive possession in identifying what constitutes a lease for the purposes of English property law.

Reasoning / Decision (Commentary):

- The House of Lords held that Mr Vaughan with his co-tenants were licensees only and not tenants, because none had exclusive possession and their rights could not be amalgamated to give a joint lease, while Mr Villiers and Ms Bridger did have

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exclusive possession of their room - albeit jointly - and therefore did have a lease, despite the wording of their agreements which identified them as having only a license to occupy.

Ratio:

- In discussing these cases, Lord Templeman observed that tenants could be described as those people entitled to be protected with security of tenure and maximum rents since the Rent Act 1915, up to the Rent Act 1977.
- People could not contract out of such laws, which were intended to protect the vulnerable from harm and to prevent consent to substandard treatment by means of coercion, nor could they be avoided by choosing words that did not match the reality.
- If that were possible, then sham wordings would merely become the norm, and the protective intent of the law would be unachieved:

> "Parties to an agreement cannot contract out of the Rent Acts; if they were able to do so the Acts would be a dead letter because in a state of housing shortage a person seeking residential accommodation may agree to anything to obtain shelter... The duty of the court is to enforce the Acts and in so doing to observe one principle which is inherent in the Acts and has been long recognised, the principle that parties cannot contract out of the Acts…"

Order: In AG Securities v Vaughan, Mr Vaughan with his co-tenants were licensees only and not tenants, because none had exclusive possession and their rights could not be amalgamated to give a joint lease. In Antoniades v Villiers, Mr Villiers and Ms Bridger did have exclusive possession of their room - albeit jointly - and therefore did have a lease.

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