

**IN THE COUNTY COURT AT OXFORD**

**CLAIM NUMBER:**

**BETWEEN:**

**K70 OX068**

**GREENSQUAREACCORD LIMITED**

**Claimant**

**and**

**MR BEN JENKINS**

**Defendant**

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**DEFENCE STATEMENT OF  
BEN JENKINS**

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**IN RESPONSE TO MS JULIANNE BRITON WITNESS STATEMENT  
Customer Service Director - GreenSquareAccord**

4 I originally encountered the Defendant in 2019, when I corresponded with him in relation to a complaint made up of several service failures in relation to various issues at Maureen Christian House, including antisocial behaviour and repairs. The Defendant was obviously frustrated, and this was understandable, given the delays he had experienced and the impact these issues were having on him, as well as on other customers living at Maureen Christian House. Me and my team did our best to resolve these issues and I oversaw the completion of the actions we had committed to.

My initial contact with Ms. Britton stemmed from my dissatisfaction with the response provided by the Customer Service Team. This dissatisfaction as acknowledged by Ms Britton on the 18th April 2019 arose from the lack of timely attention to my repair requests, which included the following issues:

**Lift Repairs:** The lift problem persisted since November 2018. On April 18, 2019, Ms. Britton confirmed via email (attached as evidence) that authorisation for necessary parts had been obtained, with a projected completion date of June 6, 2019. However, this issue continued until an independent lift engineer's investigation on May 11, 2023, initiated by the Housing Ombudsman. Their March 31, 2023 ruling stated that the landlord had not appropriately investigated the matter, failing to address the severity of ongoing lift issues.

**Water Leak:** One water leak persisted since April 11, 2019, and it was resolved only after I contacted Thames Water.

**Antisocial behaviour and Forced Entry:** Despite Ms. Britton's claim that the faulty door issue was resolved, no follow-up action occurred as promised. The landlord was aware of antisocial behaviour issues, including forced entry, drug use, and abuse, since April 16, 2019. While the landlord mentioned considering changes to the fob system, there was no evidence of follow-up action.

Between September 16, 2019, and October 27, 2021, at least 14 reports indicated problems with communal doors, yet the landlord failed to act urgently. In January 2020, the landlord discussed consultation and an action plan but did not follow through. COVID-19 restrictions were cited as a reason for delays, although the urgency was lacking even after restrictions eased in June 2020. Reports of break-ins and antisocial behaviour continued in November 2020, demonstrating unresolved issues.

**Customer Service:** Concerns regarding record keeping, call tracking, and follow-up were acknowledged by both the Claimant and the Housing Ombudsman. However, no noticeable improvement has been made. While the Claimant admitted there were lessons to be learned from the handling of my concerns, they failed to specify the improvements they would make in addressing communication issues within their customer service team. Despite mentioning steps to improve communication with residents, the Claimant did not outline plans to address internally identified "communication, ownership, and record-keeping issues between internal departments."

Ms. Britton's claim in her witness statement, asserting that she and her team did their best to resolve the issues and oversaw the completion of committed actions, is misleading and contradicted by the evidence, as these issues remained unresolved and required outside intervention.

5 Contact with the Defendant was then sporadic but escalated in 2021. The contact would either be by telephone, email or text message. An example of a text message exchange from June 2021 is at **pages 1 to 15**.

As confirmed in point 4, Ms. Britton and her team did not successfully address the previously raised issues. Consequently, ongoing support was sought through email correspondence. As mentioned in Ms. Britton's statement, additional issues emerged, which encompassed, though were not limited to, malfunctioning smoke alarms (resulting in multiple unnecessary visits from the fire brigade) defective smoke vents, and numerous break-ins, assaults and thefts caused by faulty doors.

It is also noteworthy that Ms. Britton provided me with her phone number as a response to the inoperative out-of-office contact number for GreenSquareAccord, which residents use when the call centre is unavailable.

6 It became necessary because of the escalation in communication, to put a Contact Management Plan in place. Contact levels with the Claimant, including myself, were high and scattergun, making it challenging to respond effectively and efficiently to the Defendant. The plan was put in place to reduce the impact on other customers and colleagues and to put the Claimant in a position to better serve the Defendant and his wife if they wished to raise genuine concerns. A copy of my letter to the Defendant dated 25 November 2021 in this respect is at **pages 16 to 18**.

In contrast to Ms. Britton's written statement, where she suggests that the Contact Management Plan was implemented due to excessive contact on my part and characterised it as a 'scattergun' approach, the actual justification for this plan, as communicated by \*\*\*\*\* who was the Leasehold and Service Charge Manager at the time, in an email dated 29th July 2021, was centred on concerns about my behaviour. \*\*\*\*\* explicitly cited the following reason for the plan:

"Unacceptable behaviour - The purpose of this letter is to advise you that we consider the wording and tone of the emails we received from you on Tuesday, July 27, 2021, to be inappropriate. You also continue to persistently contact individuals within GreenSquareAccord despite our request(s)."

The email in question pertained to a message I had sent to six specific contacts regarding the ongoing issue of faulty fire equipment, including alarms and smoke vents. Rather than employing a haphazard 'scattergun' approach, I had intentionally chosen these recipients as they were all directly relevant to addressing the ongoing issues.

These recipients were; Ruth Cooke (CEO), Rachel Crownshaw (Executive Director of Operations - who has since left), Robin Bailey (Chair), Julianne Britton (Director of Customer Services), \*\*\*\*\* (then Leasehold Officer), Stuart Fisher (CFO and Deputy CEO - who has since left), and Sarah Woodall (Executive Director of Homes & Communities - who has also since left). As Ms Britton stated in a call with me on November 16, 2021 this was the reason for contact management plan was:

"I can understand you emailing Ruth, Robin, Rachel. What happens is it just ends up taking more resources, with emails going around going 'Please reply to this. Who has replied to this? Who has replied to this?' If it goes to one person, one place, we can make sure then that gets responded to by one person rather than being inefficient but we absolutely need to make sure it's coming through okay."

My intention was not to indiscriminately contact numerous individuals, but to diligently select contacts who held positions critical to ensuring that all levels of the claimant's organisation were well-informed about issues, particularly those with potential life-threatening implications.

- 7 Since the contact management plan was put in place, the Defendant has sought to deliberately ignore it, through the creation of multiple email addresses. He has also escalated multiple complaints through our formal stages when they have been investigated thoroughly at an informal level, seeking redress that was simply not available to him.

In stark contrast to Ms. Britton's assertion, I did not intentionally disregard the Contact Management Plan. Instead, I took the initiative to create the website GreenSquareAccordResidents.co.uk, where I publicly shared ongoing issues and failures. My objective was to not only seek support and guidance but also to connect with fellow GreenSquareAccord residents who might have been experiencing similar service deficiencies from this housing provider.

The persistence of the Contact Management Plan, extended without apparent justification, was highlighted in my response on the GreenSquareAccordResidents website to the extension letter received from Ms. Britton on April 21, 2022. I stated:

"As previously stated, I've achieved more results through using this website than I ever had when communicating directly with GreenSquareAccord. And if the comments from other residents on social media platforms are any indication, they too have faced challenges when communicating directly with GreenSquareAccord."

It's important to note that Contact Management Plans are not uncommonly used both as a practical tool and as a veiled threat, as evidenced in the Wiltshire Gazette and Herald article from July 29, 2020, titled 'Angry residents on the Castle Mead estate in Trowbridge are in dispute with GreenSquare about maintenance work on public open spaces.' A GreenSquareAccord resident, Stewart Benford, was quoted as saying:

"The new GreenSquare CEO refuses point blank to engage with us or fix the issues. If we don't pay, we receive threats of legal action. GreenSquare has stipulated they will ban me from sending emails if I continue to complain. Our MP can confirm he has received a substantial number of emails from residents consistently highlighting poor work by GreenSquare. We are stuck with an unregulated scheme that is unfit for purpose."

My Contact Management Plan had lapsed on March 14, 2023, due to the claimant's failure to adhere to their agreed timeframes. It was subsequently reinstated on April 18, 2023, in this new version, where the claimant noted:

"The legal status of your relationship with us. We note you are not a tenant or leaseholder of GreenSquareAccord, and that our legal relationship is with your wife as the leaseholder."

Given that my legal status was not recognised by the claimant, it became evident that I was no longer bound by any contractual agreement. Consequently, I began emailing all relevant parties, not only about my own complaints and concerns but also regarding the complaints and concerns of other residents from multiple counties.

While Ms. Britton's statement alludes to escalated complaints, it isn't clear which complaints she is alluding to, however it's worth noting that numerous issues have been acknowledged and accepted by the claimant during this period. These issues include, but are not limited to, breaches

of section 20 consultation protocols through comment deletions, an incident in which a customer care specialist abruptly ended a call, and a data protection breach that affected not only myself but also over 40 of my neighbours.

8        The contact more specifically directed at me falls into two categories, one being in relation to the Contact Management Plan letter sent to the Defendant and the other being contact through several means, such as email, LinkedIn, and my personal telephone number. I am aware the Defendant has shared

the content of the Contact Management Plan letter on his website and social media. In the Defendant's direct contact with me he seeks to appeal to what he considers to be "my better nature" to talk and work with him off the record.

I did respond to Ms. Britton's emails related to the Contact Management Plan. Additionally, I share these Contact Management Plan letters on my website to provide support for other residents who may also be subjected to similar treatment and to shed light on the strategies employed by this housing provider. I am entitled to share any letter sent to me, as the recipient of the private letter, it is now my property, and I am free to share it with whomever you choose.

Given the recurring issues with blocked emails and frequent losses of communication, which Ms Britton brought up during our call on November 16, 2021, it remains unclear what emails Ms. Britton is actually receiving.

In relation to LinkedIn, I am unable to send her a message due to the platform's limitations. It necessitates Ms. Britton's acceptance of a connection request, which she has not done, thereby preventing me from contacting her through this channel.

It's worth noting that Ms. Britton has provided me with multiple phone numbers. I presume these are contact numbers provided to her by the claimant for the purpose of carrying out her responsibilities as the Customer Service Director.

9        I would estimate I have had in excess of a hundred emails from the Defendant, including emails I have been copied into. These would be too numerous to produce in this Statement, and some have not been kept due to the length of time that has passed since my communications with him started in 2019. Some communications have been provided to the Defendant when he has made subject access requests. In addition to emails sent to me, there are hundreds of other contacts from the Defendant. These include emails he has sent to info@ and the customer.care email addresses which my team have had to manage, as well as individual posts and comments on the Claimant's social media accounts and to other colleagues.

If we accept Ms. Britton's reported figure at face value, and assuming that she would have mentioned any excess beyond two hundred emails, we can consider that I may have sent her a total of 200 emails. Dividing this hypothetical number by the span of five years, it averages out to 40 emails per year. When further divided by the 12 months in a year, this results in a little over three emails per month.

However, this seemingly low email frequency should be viewed in the context of the numerous ongoing and unresolved issues that were discussed. I suspect that part of the reason for this relatively low figure is my compliance with the Contact Management Plan. It's evident that if the issues had been promptly resolved, there would not have been a need for multiple emails to address them.

- 10        Whilst most contacts I have had with the Defendant have been by email, he has also used my personal mobile number. During and after lockdown, I used my personal phone to contact many customers and the Defendant had my number, and used it one weekend to contact me to report a fault with our out of hours phone service. I supported him with this query. However, I asked him over the phone and in a text message not to use my personal number again. He confirmed in a message in October 2021 he had deleted my number. However, he used it on Friday 2 June 2023 to send me a video using WhatsApp. This WhatsApp video can be produced to the court.

I cannot confirm the specific numbers that Ms. Britton may have shared with me. I did, however, seek a means to share a video with her, as I aimed to convey my message visually and prevent my words from being misinterpreted or used against me. This contact number would likely have been stored in my WhatsApp contacts. I do not possess knowledge of the context or reasons behind Ms. Britton sharing her personal number with me.

I am aware that the issue Ms. Britton references pertains to a fault in the out-of-office contact number provided by the claimant. Ms. Britton did provide assistance in addressing this concern, as I was genuinely alarmed that the phone number intended for use in emergencies, such as smoke alarms or open external doors, was not functioning as it should, and it was failing to connect to a member of her team. However Ms Britton failed to find a reason for this fault, was unable to escalate as a complaint correctly, as agreed in our call dated November 16, 2021.

- 11        I am aware the Defendant has made comments about me as well as other colleagues on websites he has set up (such as [www.thegreensquareaccordresidents.co.uk](http://www.thegreensquareaccordresidents.co.uk) and [www.housingsector.co.uk](http://www.housingsector.co.uk)). I purposely choose to not view any of these sites in order to minimise the impact of exposure to the Defendant's negativity as well as exposure to comments about me. I rely on the Claimant's communications team to advise me if there is anything I need to be aware of and act on.

Given that Ms. Britton has not read any comments, it is challenging for me to determine which specific comments she is referring to or how she perceives them as negative since she has not had the opportunity to review them. However, in light of the claimant's failure to provide a basic level of service, it is reasonable to assume that some of the comments may have been negative, likely arising from the frustration resulting from the lack of service.

Had Ms. Britton taken the time to read and understand the concerns and sentiments expressed in these comments, she would have been better positioned to address the issues in her capacity as Customer Service Director. Understanding the mindset and the problems being raised could have potentially facilitated the resolution of the issues in a more effective manner.

- 12        The video I received on 2 June 2023 to my personal number and phone after being given an assurance that my number had been deleted, made me feel particularly uncomfortable. I received this on a Friday evening when I was at home on my own and I purposely did not, and could not, bring myself to watch it until I returned to work on Monday. The Defendant has consistently created different email addresses to contact me and other colleagues from the Claimant, using our work email addresses. He could have contacted me through my work contact details and sent the video in that way. The fact he chose to use my personal number was a very deliberate act, contrary to my previous request not to contact me using my personal number.

I was unaware of why the claimant used personal numbers to contact residents and contacted Ms. Britton through the number saved in my WhatsApp contacts. Given the nature of my contractual obligations with my employer, I often need to address ongoing issues with the claimant outside of regular office hours, including working late at night, early in the morning, and on weekends. It's worth noting that the claimant was actively enforcing their Contact Management Plan, and thus using her work email address would not have been as effective.

It is disheartening to hear that Ms. Britton was unable to set her concerns aside and became distressed over the unwatched video throughout the weekend. As residents of Maureen Christian House, we have frequently experienced unnecessary distress due to fire alarms, intruders, and blocked sewage pipes, which have disrupted our weekends with genuine worry.

I am also concerned that, instead of simply deleting the video and blocking my number, Ms. Britton has chosen to escalate this matter to court. In my opinion, this response is disproportionate and unnecessary.

I am happy to share this video with the court.

- 13 I find the Defendant's conduct to try to "appeal to my better nature" insulting and belittling. He considers my actions are based on the instructions of others and that I do not and will not stand by them if I spoke to him "off the record". I have never given him reason to believe my personal opinions are different, and that I am merely a puppet of the Claimant. Regardless of his intentions or thoughts about my values, the way he has tried to contact me to discuss them most recently is very disturbing.

I had erroneously assumed that Ms. Britton's inability to provide an acceptable level of service was primarily due to the shortcomings of the claimant, and I believed that these failings were systemic and, to some extent, beyond her control. These beliefs were influenced by comments made to me by both current and former employees of the claimant.

In the phone call that took place between myself and Ms. Britton on November 16, 2021 (as acknowledged by the claimant in their witness statements), Ms. Britton gave me reason to believe that her personal opinions diverged from those of the claimant.

- 14 As part of the Housing Ombudsman's determination, one of the orders related to meeting with the Defendant to repair and build a better relationship with him. As the Defendant is on a Contact Management Plan, this offer was extended to his wife. To date, the Defendant's wife has refused to meet with me without the Defendant being in attendance. I do not trust any meeting to be possible without him being, or getting, involved in some way and the thought of this has made me feel uncomfortable to the point I do not want to meet with his wife, which does go against my nature of wanting to provide a good service to all of our customers.

Ms. Britton emphasises the claimant's continued promotion of the Contact Management Plan, which aligns with their narrative and conveniently allows them to disregard the Housing Ombudsman's recommendation for us to meet and rebuild the tenant-landlord relationship.

As articulated by my wife in emails addressed to both Ms. Britton and Ruth Cooke (CEO), her reluctance to attend a meeting without me stems from her personal experiences, where she has encountered being hung up on, ignored, insulted, and even laughed at by GreenSquareAccord employees when seeking support in critical situations.

While Ms. Britton expresses her willingness to meet with my wife in the spirit of providing good service to all customers, it's essential to note that three meetings were previously arranged to support myself and my neighbours in resolving the persistent and ongoing issues. These meetings occurred before the implementation of the Contact Management Plan and during a period when Ms. Britton claims to be actively supporting issue resolution. However, Ms. Britton chose not to attend these meetings.

I have made multiple requests for meetings with the claimant, all of which have been ignored. Moreover, it's crucial to highlight the Housing Ombudsman's recommendation, which included providing a written apology to myself from a senior staff member for the identified failings and offering to meet with the resident to rebuild the landlord-tenant relationship. However, the claimant only expressed a desire to meet with my wife, refusing any meeting with me, despite my



wife being unrelated to the Housing Ombudsman's investigation. Nevertheless, after offering the claimant an opportunity to meet with me to discuss specific matters and actions, no response was received.

On September 19th, following the initiation of legal proceedings by the claimant, both myself and my wife received an invitation with several unwarranted caveats. These conditions were not outlined by the Housing Ombudsman and were not agreeable to me. In response, I communicated through the claimants respective legal representatives.

I have also extended an offer to meet with the claimant to address the concerns they have raised in this case. These included:

‘The transition plan for administrative oversight of both websites, "<https://www.greensquareaccordresidents.co.uk>" and "<http://ruthcooke.co.uk>," including any linked social media profiles.’

This request was also ignored.

15 I have only ever tried to support the Defendant when he has presented issues and service failures to me. It is disappointing we have on several occasions, let him and other customers down. However, it is more disappointing that he has chosen to attack and bombard colleagues to the point where they cannot do their jobs to the best of their abilities when managing issues raised by him. Colleagues are anxious to deal with anything relating to him for fear of getting it wrong, and this often leads to exactly this happening, as the Defendant's

lack of respect for them and, at times, disdain, is obvious and has an extremely negative impact on them.

Despite Ms. Britton's assertions regarding her efforts to support the resolution of the numerous and persistent service failures, it is now a matter of public record that she and her team have fallen short. It has required the intervention of multiple organisations, including the ICO and the Housing Ombudsman, to address any of these issues effectively.

It is perplexing that Ms. Britton appears to find contact from me more disappointing than the numerous examples where residents have been subjected to appalling conditions, including:

- Threatening behaviour from gangs gaining unauthorised entry into our homes.
- Raw sewage flooding flats due to poorly maintained sewage pipes.
- Water damage caused by broken gutters.
- Elderly individuals and infants left without heating and hot water, especially during a global health epidemic.
- Disabled access paths rendered obsolete due to overgrown grounds.
- Residents unable to open and close windows, impacting their basic living conditions.
- Residents being overcharged for service and rent payments due to administrative issues.
- War veterans and their families being forced to live in unsafe and uninhabitable conditions.
- Many reported cases of mold and damp issues.

Numerous of these issues were not just reported on my website but also garnered attention from local and national news outlets, such as BBC and ITV News, highlighting the severity and extent of the problems residents were facing.

- 16 As a result of the Defendant's behaviour, I have had to investigate issues which have no substance and put in place extra processes to manage the additional correspondence received from the Defendant. Hours of my time have been dedicated to contact management plans, responding to direct and indirect correspondence from the Defendant and giving advice to others in doing the same.

Let's be clear, Ms. Britton has been compelled to investigate these issues due to the claimant's persistent failures in providing even a basic level of service. If the claimant had promptly addressed these issues when they were initially raised, there would have been no necessity for additional correspondence from me.

Furthermore, had I not taken it upon myself to act on behalf of my forty-plus neighbours, the claimant would have been inundated with multiple versions of the same email, each requiring their review and response.

It's crucial to remember that the Contact Management Plan is a construct of the claimant. I cannot be held accountable for the time Ms. Britton has had to allocate to manage this poorly conceived tactic.

- 17 I have been reluctant to attend Maureen Christian House and to engage with the Defendant or other residents for fear of being targeted. I had previously been happy to correspond with the Defendant by email and by telephone, despite how challenging these conversations may be, as I see this as part of my role, especially when the Claimant has failed to provide an expected service. Given the position I find myself in now, I would not want to speak to the Defendant, given the multitude of different tactics he has employed with me and colleagues. He records conversations without the knowledge of those taking part and then publishes edited extracts on his website(s) which portray GSA and its colleagues in a negative light. His unacceptable behaviour has continued to escalate, and I resent the amount of time numerous colleagues have had to dedicate to managing contact with him as this has prevented us from dedicating time to helping other residents resolve their concerns and issues.

It is worth noting that, to the best of my knowledge and based on the accounts of my neighbours, Ms. Britton has never visited Maureen Christian House. This is partly due to the considerable distance involved, which requires a 169-mile round trip and an estimated travel time of nearly three hours from the claimant's head office to our block of flats, or a 134-mile round trip with an

estimated travel time of nearly two and a half hours if traveling from the claimant's Chippenham office.

Ms. Britton's assertion that she fears being targeted may have some validity, as many of my neighbours have indeed felt greatly disappointed by the claimant. While there are certainly pressing questions that need answers, it is unreasonable for her to portray herself as a victim when she shares some responsibility for the discontent resulting from the claimant's failures.

Following the validation of these issues by the Housing Ombudsman and the claimant's payment of £1200 to all affected residents, it would have been an appropriate time for Ms. Britton to arrange a meeting with all impacted residents in an effort to rebuild the relationship, a duty she acknowledges as part of her responsibilities. However, it is apparent that she may now be unable to fulfill this role.

It is regrettable that multiple strategies have been necessary to prompt the necessary outcomes for us residents to receive the level of service in line with the agreement between the claimant and its residents. One such strategy is recording calls, but it's important to note that all calls to the claimant are recorded by the claimant themselves. I have only recorded calls to keep track of agreements, and these recordings have never been made public or shared. However, as the claimant often cannot provide call records or meeting minutes, these recordings have become a necessity. If any comments gathered during these interactions paint the claimant in a negative light, it is due to the comments made by the claimant.