

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 SOPHIE ATKINSON WITNESS STATEMENT  
Executive Director of Governance GreenSquareAccord

## **4 Background**

**4.1 The Defendant is an occupant of a leasehold flat in Maureen Christian House in Oxford. The block consists of 42 leasehold properties and was built by Oxford Citizens Housing Association in 2013. No legal relationship exists between the Claimant and Defendant. The lease of the flat is in the name of his wife, Niamh Jenkins (nee Martin).**

Mrs. Jenkins has submitted an Authorisation to Act form to the claimant. This document, created by the claimant, allows residents to designate individuals to act on their behalf, and the claimant has recognised the existence of this form.

I have resided in the property since July 26, 2015, consistently covering 75% of all associated bills. It's worth noting that I am officially recognised as a bona fide resident at the specified address by various authoritative institutions, including HMRC, DVLA, NHS, as well as numerous service providers and financial organisations. However, due to the perceived and actual threats of legal action, as well as warnings from other residents and individuals within the sector, we made the decision not to add my name to the agreement out of fear of potential eviction by the claimant.

The claimant's insistence on compelling me to agree to a contact management plan while simultaneously acknowledging the absence of a legal relationship remains unclear and raises questions.

**5.2 GSA has been managing complaints in line with its own internal processes and has acknowledged that failings have been made. The issues were also the subject of an investigation by the Housing Ombudsman.**

The assertion is not accurate, as supported by the Housing Ombudsman report, as recognised by Ms. Atkinson, which explicitly stated:

'The landlord therefore failed to handle the resident's complaints fairly and in accordance with its own complaints policy and the Housing Ombudsman's Complaints Handling Code.'

**5.3 Following review by the Housing Ombudsman, GSA paid residents of the scheme £1,200 each in compensation (including the Defendant's wife, our customer). This is in addition to the £63,890 that GSA had previously paid into scheme funds for the replacement of windows in the Block. GSA was also ordered to pay the Defendant £2,050 in response to his complaint.**

If the claimant had addressed the issue concerning the dropped windows when it was initially reported, it is probable that these expenses would have been eligible for coverage under the NHBC (National House Building Council) policy.

5.4 I do not intend to cover the issues surrounding the Housing Ombudsman complaint further in this statement, as they are set out in full in the Housing Ombudsman's report (a copy of which can be made available to the court and which will have been published for the public to access in any event ). The decision is relevant to this application only insofar as it provides the background to the case and what has led to GSA engaging with the Defendant and communicating with him.

Ms. Atkinson's statement lack full accuracy, as the Housing Ombudsman's report reveals persistent shortcomings in the claimant's handling of various issues. These issues highlight the importance of my website in exposing ongoing problems. Key issues include:

**Lift Issues:**

The claimant's response to lift maintenance problems was inadequate, given recurring issues over several years. The delay in addressing a leak might have contributed to ongoing problems.

Contrary to the claimant's assertion that these were unrelated issues, reports revealed various lift-related problems over an extended period. The Housing Ombudsman criticised the claimant's inadequate investigation, emphasising the need for a more comprehensive assessment and timely action.

**Persistent Delays in Communal Repairs:**

The claimant's handling of communal repairs was marked by delays and failures to adhere to its own policies. Despite reporting repairs, including bin store issues, in a timely manner, there was a significant delay in addressing these problems. The claimant failed to prioritise repairs associated with anti-social behaviour, even after acknowledging their connection. This contributed to a delay in fully resolving the issue, extending well beyond policy timeframes.

**The Claimant's Response to ASB Issues:**

My complaints about security and ASB issues went largely unaddressed. The claimant was slow to act despite repeated reports of unauthorised entry, drug use, and abuse towards residents. The delays in addressing security concerns were detrimental, given the severity and impact of the reported ASB incidents. The claimant failed to conduct a proper risk assessment and didn't provide sufficient evidence of collaboration with the police.

**Multiple Leaks:**

The claimant's response to a water cupboard leak was marred by incomplete record-keeping and a lack of clarity regarding the issue's cause and repair duration. Adequate record-keeping is crucial for service delivery.

**Windows:**

The claimant acknowledged issues with windows but failed to fully address them. Their delayed action and gaps in record-keeping highlighted further service deficiencies.

**The Claimant's Behaviour in Regards to Repairs and Record-Keeping:**

While the claimant acknowledged some of its shortcomings in handling repairs, it failed to recognise the full extent of its delays and the impact on residents. The claimant also exhibited deficiencies in investigating lift repairs and maintaining proper record-keeping.

**Communication and Complaint Handling:**

The claimant's communication issues were acknowledged, with steps taken to appoint a single point of contact, but the broader internal communication problems were not addressed.

Complaints were not handled appropriately, missing opportunities for timely resolution. Service charge issues were also mishandled, with specific queries left unanswered.

In summary, Ms. Atkinson's statements are incomplete, as the Housing Ombudsman's report provided more than just a background to it the case, it highlights persistent failings in the claimant's handling of various issues. These issues underline the significance of my website in exposing ongoing problems and emphasise the need for improvements in various areas.

## **6 Communication with the Defendant**

6.1 Initial contact between GSA and the Defendant started in early 2019. This followed a letter of consent signed by Niamh Jenkins on 14 December 2018 authorising GSA to communicate with the Defendant in respect of matters affecting her lease.

Communication extended beyond matters concerning Mrs. Jenkins' lease, encompassing the multitude of problems and various service breakdowns impacting all 43 residents of Maureen Christian House. It's important to emphasise that my actions in addressing these concerns with the claimant not only streamlined email communications but also established a central contact point for the claimant to address a wide range of complaints from numerous residents.

6.2 Contact was ongoing throughout 2019 and 2020, and related to the issues which affected the Block and were the subject of the Housing Ombudsman investigation. These are set out in more detail in the Housing Ombudsman's report but included correspondence and other communications, meetings with the residents of the Block, and the completion of various works.

I have submitted the complete Housing Ombudsman report, which is now a matter of public record. It is evident that despite numerous meetings and communications, none of the agreed-upon resolutions were successfully implemented to address the issues.

6.3 Amongst the various meetings and communications which took place with the Defendant, Julianne Britton, Director of Customer Services at GSA spoke to him on a number of occasions in order to resolve the issues. A separate meeting also took place between Ruth Cooke (Chief Executive) and Rachel Crownshaw (Executive Director of Operations) on 3 December 2020 where his concerns were discussed. In addition, the Defendant was also invited to (and did) join GSA's Customer Panel, which acts as a scrutiny body for GSA and provides suggestions for service improvement.

Meetings and communications occurred before the merger. While concerns were raised during these discussions, the claimant failed to meet the specified timeframes, leaving many issues unresolved. As a result, external support from individuals such as our local Member of Parliament, councillors, and the Housing Ombudsman became necessary to effectively address these issues.

I was invited to join the Customer Panel; however, it became evident after several months that it primarily served as a checkbox exercise. The panel had limited influence in driving the necessary changes to support the many affected residents who were being let down by this housing provider. It also became apparent to me during this time that these failings were systemic and negatively impacting residents from across the claimant's property portfolio.

6.4 Throughout 2020 and 2021, contact from the Defendant continued to escalate. This was largely via email and involved copying in large numbers of people to each email, including operational teams, senior leadership, the Board, MPs and external third parties. The Defendant was asked to contact nominated employees to allow GSA to better manage his complaint. GSA also created a newsletter for the residents of the Block in order to provide updates on the progress of repairs and statutory service charge consultations. I have not exhibited these email exchanges as they are numerous and voluminous, and are related to issues covered by the Housing Ombudsman's investigation and the property inhabited by the Defendant'.

Since the claimant failed to respond and address the growing list of issues, it became necessary to persistently follow up with them to find resolutions. Many of these issues posed significant risks to life.

Bringing in board members, MPs, and external third parties became essential, as it became apparent that the claimant was either unable or unwilling to resolve these issues without the involvement of others.

During this period, I utilised a Subject Access Request to understand why these issues were not being addressed. It became evident from some of the internal emails I received from the claimant that there was a breakdown in communication between departments, as later confirmed by the Housing Ombudsman.

The claimant made extensive efforts to keep the senior leadership team, especially Ms. Ruth Cooke, the CEO, out of the loop. Consequently, responses and actions would only be initiated when influential individuals were copied on correspondences or, as I later discovered, when issues were posted online and across various social media platforms.

6.5 On 27 July 2021, the Defendant wrote to Rachel Crownshaw, Executive Director of Operations, and a number of other people complaining that the fire alarm in the Block had been activated by a third party and that the automatic opening vents had caused rain to enter the property. He stated that it was now his intention to begin a campaign of leafletting local residents, instructing disrepair lawyers and collating examples of dissatisfaction from other residents, thus turning what his own complaint into a much wider campaign against the Claimant, by purporting to represent other people with unrelated complaints. He stated that he intended to do this via social media and establishing a website for this purpose. He also referred to his intention to use “all the juicy titbits I’ve discovered through the Customer Panel” as part of this campaign. A copy of this communication is at **pages 1 to 3**.

The email mentioned by Ms. Atkinson was written around 5 am when I found myself once again having to determine whether the latest fire alarm was a genuine fire or just another false alarm due to unauthorised individuals entering the building. The claimant's failure to address security issues had allowed these third parties to engage in illicit activities, such as smoking drugs within the hallways.

On this particular occasion, the alarm was indeed triggered by youths entering the building for drug-related activities, which set off the smoke alarm. This incident led to the abrupt awakening of more than 43 residents who were left uncertain about whether there was a real fire or if intruders were again using the building for nefarious purposes.

To compound matters, the faulty smoke vent opened, allowing rainwater to pour into the landing, as evidenced by the claimant.

It's important to note that this email was written under significant stress, which may have contributed to its somewhat casual tone. As expressed in the email:

"PS sorry for the flippant tone, it's just I've been up since 5:15 am ensuring your residents were safe and trying to stop it raining in our hallways."

At this point, I began to suspect, based on my involvement with the Customer Panel, that the claimant's service deficiencies extended well beyond the confines of my own residential block. Consequently, I proposed the idea of creating leaflets and distributing them to other GreenSquareAccord properties to assess the extent of these systemic failures affecting our community. However, this initiative was later deemed unnecessary, as my website, which provides support and guidance to other residents, quickly gained more traction than I had anticipated.

This clearly demonstrated that these failures were indeed systemic and causing significant distress to residents not only in Oxfordshire but also beyond.

6.6 Following this email, on 29 July 2021, the Defendant was asked to step down from his role on the Customer Panel by the independent chair (a GSA customer). This was as a result of the Defendant's inappropriate conduct, including breach of confidentiality for using information provided in his role as a Panel member for his own personal purposes. In addition, ..... (then Leasehold and Service Charge Manager, now Homeownership Manager) wrote to the Defendant on 29 July 2021 to inform him that his behaviour was unacceptable. She stated that GSA was putting in place an email divert so that any emails he sent would be redirected to info@greensquareaccord.co.uk. This meant that named individuals would not receive correspondence directly, allowing GSA to better manage the volume of emails sent by him, and to respond appropriately. He was reminded of the requests which had previously been made regarding correspondence and the correct emails and contact numbers to use in order to raise his concerns. The letter also stated that his behaviour was negatively impacting colleagues and confirmed that a formal contact management plan would be put in place in line with GSA's Unacceptable Behaviour Policy should this continue. A copy of the email and letter of 29 July 2023 appear at **pages 4 to 7.**

I was requested to step down from my position on the Customer Panel, purportedly for breaching the terms and conditions of a contract that I had neither seen nor agreed to. I dispute Ms. Atkinson's claim that the chair of the Customer Panel is independent, as ....., who is identified as an independent chair, states on her LinkedIn profile that she has been a board member for the claimant since October 2011. The Customer Panel was largely guided by ....., the Community Involvement Manager, the email asking informing me that I could no longer participate in the Customer Panel was sent from ..... account, as previously mentioned.

The decision to divert emails to prevent others from being included in the correspondence was, as mentioned before, an attempt to conceal these issues from the board members and the CEO.

I obtained an email through a previous Subject Access Request in which Ms. Cooke (the CEO) executive assistant employed the formal complaint process as a means to deter me from reaching out to individuals within the organisation who might be able to offer support.

Given that the claimant had failed to address the numerous ongoing issues and had actively impeded my efforts to contact individuals within their organisation, I created my resident support website and associated social media accounts. This was done to ensure that the claimant could not continue to disregard these issues by concealing them and to provide support to other residents facing similar challenges.

6.7 In response, in August 2021, the Defendant established a website ([www.greensquareaccordresidents.co.uk](http://www.greensquareaccordresidents.co.uk)) where he began publishing various posts about GSA as well as his complaints. He also established social media accounts on Facebook, LinkedIn and Twitter (X) under similar names such as '@residents\_gsa', 'Residents Gsa' to name a few. These used the GSA branding and registered trademark (UK00003716769) and, in GSA's view, would lead a member of the public to believe that they were affiliated with GSA. He also made a formal complaint to the Housing Ombudsman, providing updates on the progress of this via his website. Example extract pages from the website are at **pages 8 to 68**.

My website and its associated social media account are unequivocally independent of any affiliation with the claimant. The claimant's registered trademark is employed under the doctrine of "fair use" in this context, and its logo is utilised not to insinuate that I am the origin of their services, but rather to accurately describe and delineate the organisation and its services. This serves the purpose of enabling my audience to readily identify and comprehend the subject matter of my content. It functions as a means of referencing or discussing GreenSquareAccord without laying claim to ownership or generating confusion regarding the origin of the services being discussed.

Since the inception of this website in August 2021, it has garnered more than 12,000 visits, attracting over 8,000 unique visitors who have generated almost 30,000 page views.

The claimant has highlighted two isolated instances where visitors to the site failed to observe the prominently displayed disclaimer indicating that the site has no affiliation with GreenSquareAccord.

In both cases, one involving a contractor whose email I promptly forwarded to the relevant department, and the other featuring a GreenSquareAccord customer whom I immediately informed, these instances constitute a minuscule fraction, a mere 0.025%, of the over 8,000 unique visitors.

Based on this overwhelming percentage, 99.975% of the unique visitors to my resident support website, I am confident that the court will concur that there is little likelihood of people confusing this site with that of GreenSquareAccord.

The website has served as a valuable resource for fellow GreenSquareAccord residents, enabling them to voice their concerns and glean insights from the published content. By shedding light on the various actions, which sometimes verge on extreme, that individuals can anticipate from their housing provider, it has played a pivotal role in offering guidance.

Furthermore, the site has fostered a sense of community and collaboration, creating a supportive network for those who have felt disappointed or underserved by the claimant.

6.8 Contact from the Defendant continued as he used his website and social media accounts to collect complaints from other residents. He publicised these on his website and also sent details through to GSA via email. The tone of any communication always was (and continues to be) highly critical, and such communication appears designed to discredit GSA as a landlord.



It's undeniably challenging to adopt anything other than a highly critical stance given the circumstances. As a website provider, I am not alone in sharing material that sheds light on the shortcomings of the claimant. When we consider the facts I'm presenting, it's only natural that the claimant perceives this style of communication as critical.

Several other websites have also been critical of the claimant, The Housing Ombudsman, for instance, has listed the claimant on their website under the heading "Landlords with high maladministration rates 22-23," where they have been highlighted with a maladministration rate of 76.3%. The Housing Ombudsman not only reports the outcomes of numerous complaints but also states that the claimant has performed poorly when compared to similar landlords in terms of size and type.

On Trustpilot, the claimant has received a low rating of just 1.3 stars. Comments posted this month alone are notably more critical than anything published on my own website.

The Regulator of Social Housing notes that the claimant has been assigned a Governance grade of G2 and Viability grade of V2. This decision was reached because "following reactive engagement, we have concluded that it needs to improve some aspects of its governance arrangements to support continued compliance." Additionally, concerns regarding landlord health and safety compliance data, raised during the due diligence process as part of the merger, were not adequately addressed by either of the legacy organisations.

However, it's the many news stories published by various local and regional outlets that appear to be the most critical, including coverage by prominent organisations such as BBC News and ITV.

6.9 On 25 November 2021, GSA wrote to the Defendant (following a conversation between him and Julianne Britton on 16 November 2021) to provide assurance that his concerns were being dealt with but also to put in place a formal Contact Management Plan. As set out in the letter, this was designed to ensure that the Defendant had full and comprehensive access to customer support mechanisms whilst at the same time making sure that GSA could protect and minimise disruption to colleagues and other customers. A copy of the letter appears at **pages 69 to 71**.

The letter, which was shared by the claimant (Ms. Britton) on November 16, 2021, was a follow-up to a conversation I had with Ms. Britton. The purpose of the letter was to provide a summary of our call and outline the actions agreed upon by Ms. Britton. However, the letter omitted the majority of the points raised during our conversation and the actions discussed.

Some of the points that were missed in the letter include:

- Apologies from Ms. Britton for not attending a scheduled phone meeting.
- Apologies from Ms. Britton for her and her technical team's inability to locate relevant emails that were lost due to blocks and reroutes.
- Apologies from Ms. Britton for not being able to determine the cause of the failure of the out-of-hours emergency number and for not officially raising this as a complaint when requested to do so in July of that year.
- Assurances that the above-mentioned issues would be fully investigated and raised as official complaints. However, this did not occur.
- Ms. Britton expressing her understanding of why I started the website and acknowledging the claimant's failure to support myself and other residents.

To ensure that I had an accurate record of our agreements, I recorded this call. This was essential as the summary letter did not include many of the agreed-upon actions. While I have not shared the actual recording of the call, I had it transcribed. Although the contents of the recording have not been shared, Ms. Britton would have been aware that the call was being recorded since the claimant records calls for "training purposes." If the court were to request the transcript or recording, I would be obligated to provide both.

6.10 The requirement was that the Defendant only communicated with GSA via the 'info@greensquareaccord.co.uk' email address or (for urgent issues) via the customer contact number. The process was designed to de-couple the legitimate issues he had raised with regard to his flat and the Block, from some of the wider social media campaigns and third party customer representation he had become engaged in. This was due to the risk of legitimate third party customer complaints and concerns not being properly addressed due to not being received via GSA's usual complaints or customer service channels: GSA receives on average c.17,000 contacts from customers every month and has internal processes for ensuring that calls and contacts are managed and responded to appropriately.

This requirement was followed, with the exception of certain third-party complaints that were posted online and shared on social media.

It's important to note that if the claimant's internal processes had been functioning effectively to manage all calls and contacts, there would not have been a need for me to raise these issues with others or seek external assistance

6.11 On 26 November 2021, one of our panel law firms sent a letter to the Defendant regarding the use of GSA's logo on his website and photographs from the GSA website, asking that he remove these. GSA also raised concerns about his website and wording on his social media profiles misleading customers into thinking that they were a legitimate residents' group supported by GSA. In response, the Defendant removed the photographs that had been taken from GSA's website but continued to use GSA's logo and trademark. A copy of the letter that was sent is at **pages 72 to 73.**

I did remove the photos I had taken from the claimant's website. These photos depicted properties managed by the claimant. Upon further investigation, I agreed that these photos rightfully belonged to the claimant, and I had no right to display these images. As previously mentioned, the claimant's logo is used under "fair use." However, at this point, there was no evidence of any confusion being caused by the wording on the website or social media accounts.

6.12 During 2022, the Defendant's behaviour continued to escalate and the Contact Management Plan was extended on the same terms as previously set out (requesting that contact was only made via the designated channels). A copy of the extended Plans is at **pages 74 to 77**.

I disagree with the assertion that my behaviour escalated; I continued in the same manner as I had since the site was launched.

However, during this time, the claimant escalated their response to my website and community support activities. They attempted to have posts removed from LinkedIn, Twitter, and Facebook. They also made more efforts to enhance their social media presence with posts that portrayed themselves as industry experts and leaders. This provided me with the opportunity to respond and ask pertinent questions.

6.13 In September 2022, the Defendant launched an additional website ([www.housingsector.co.uk](http://www.housingsector.co.uk)) which he used (and is still using) to collate information from tenants of other housing associations on issues relating to customer service and general complaints. This website, the [www.greensquareaccordresidents.co.uk](http://www.greensquareaccordresidents.co.uk) website and various social media accounts are interlinked, and posts and information are shared between sites and accounts. On both websites, electronic forms were created to collect information from tenants with the statement that this data will be used to forward any complaints to the relevant landlord. This resulted in a further escalation of contact from the Defendant and other people who had contacted him via his website.

I did launch another website, as mentioned by the claimant. However, this site primarily serves as a directory of housing providers, offering users the ability to contact each provider, raise issues if ignored, leave reviews, and engage in discussions. It also features blogs written about issues discovered, offering solutions and conversation topics.

Since its inception, this site has garnered over 15,000 visits, with 12,000 of these visits coming from unique visitors, resulting in over 25,000 page views. Out of these 25,000 visits, the GreenSquareAccord page has received a mere 159 visits, which equates to approximately 0.6% of the site's total traffic.

The blog posts on this site have generated positive engagement from across the sector and have led to multiple invitations to speak at events such as the Chartered Institute of Housing. These engagements provide insight into the issues affecting the sector from a resident's perspective, and I will continue to do so in my full-time role in the new year.

6.14 By the start of 2023, the behaviour was seriously impacting on GSA's ability to deliver an effective landlord service. The nature of the communication had also shifted from the issues at the Block (as these had substantively been resolved) to raising other complaints from third parties. Of specific concern to GSA was:

The claimant has not made it clear how my behaviour is seriously impacting their ability to deliver an effective landlord service. As stated, the claimant fell far short of expectations and service level agreements before I became involved.

On September 7, 2023, the Housing Ombudsman launched a special investigation into the claimant due to six severe maladministration findings. Richard Blakeway, Housing Ombudsman, stated:

"There are common failings across these cases. On multiple occasions, there were excessive delays and communication often poor, with resident reports being ignored or left in the dark about the actions the landlord would be taking. The landlord failed to follow its own policies or handle complaints effectively and in line with our Code, and, in one case, inadequate record keeping."

In response, Ruth Cooke, CEO, blamed the merger as the root cause, stating:

"Most of the cases the Housing Ombudsman has dealt with reflect the ongoing challenges we faced following our merger in April 2021 when we were still agreeing on a single process for handling complaints and bringing together a complex set of policies and procedures across our operational services."

While I have helped shed light on the practices of the claimant and have supported 43 residents in raising complaints to the Housing Ombudsman, as well as writing emails for other residents to share with the claimant, it is not clear how I can be blamed for the claimant's inability to provide the agreed level of service.

**6.14.1 The sustained campaign of harassment against Ruth Cooke, GSA's Chief Executive. This has taken place via social media, mainly by tagging her personal Twitter account or, where blocked, through the hashtag #ruthcooke. A 2022 post on the www.greensquareaccordresidents.co.uk urged followers: 'Are you a #GreenSquareAccord resident who is fed up of having you calls and emails ignored, social media accosts blocked or comments deleted? In 2022 let's ensure the customers voice is heard! When you want to be heard share the post and add the hashtags #GreenSquareAccord & #RuthCooke' A copy of this post is at pages 78 to 81**

While Ruth Cooke's team appears to go out of their way to keep her out of the loop, I believe it's vital in her role as CEO that she is aware of and connected to the ongoing issues that negatively affect her residents. The use of the hashtag ensures that a true reflection of the service provided by her and her team can be easily established.

6.14.2 The Defendant has more recently started a new campaign entitled 'Letters to your CEO' where he has created a bespoke webpage (<https://www.greensquareaccordresidents.co.uk/ruth-cooke-letters-to-our-ceo>) and from where other residents can submit information to be turned into a letter to Ruth Cooke, which he will send on their behalf. These letters are then forwarded direct to Ruth Cooke's email, copying in other people. Relevant extracts from the website are at **pages 82 to 86**.

6.15 In addition, over the last 18 months GSA has documented over 300 examples of the use of the hashtag (#ruthcooke) on social media. This includes examples from multiple social media accounts (Linkedin, Twitter etc) that have been created by the Defendant for the purposes of targeting her and circumventing 'blocks' that she has put in place. These contain numerous inaccurate and critical statements, as well as pictures of her which have been posted without consent. Some examples of these hashtags are at **pages 87 to 92**.

As explained in the reasons listed above.

The claimant's use of the phrase 'targeting her' is excessive. While Ms. Cooke earns approximately £275,000, which was increased by 22.8% during 2021-22, a time when the merger of Accord and GreenSquare was not achieved successfully, resulting in multiple failures, a downgrade in Governance grade and Viability, as well as failing to meet statutory health and safety requirements in relation to fire, electrical, and asbestos safety.

As such, these 300 examples (assuming the claimant's count is accurate, as I have not kept count) to some extent make her accountable for the failures that have affected her residents.

It is worth noting that Ms. Cooke has recently taken a pay cut of 5.4%, possibly in part due to the multiple failures that are now part of the public record.

The claimant has not disclosed which of these 300+ hashtags are incorrect.

6.16 The Defendant has created website posts and has circulated information naming employees of GSA, calling their reputation into question and/or he has sent direct emails doing the same. These include employees at all levels including:

6.16.1 Executives: Ruth Cooke (Chief Executive Officer), Rachel Crownshaw (Executive Director of Operations) – as well as me.

6.16.2 Leadership Team: Steve Hayes (Director of Communications), Julianne Britton (Director of Customer Service) and Andrew Rossiter (Director of Repairs and Maintenance).

6.16.3 Colleagues: [REDACTED] (Data Protection Manager), [REDACTED] (Head of Home Ownership), [REDACTED] (Home Ownership Officer), [REDACTED] (Locality Manager), [REDACTED] (Head of Customer Voice), [REDACTED] (Head of Housing Operations), [REDACTED] (Group Fire Safety Manager), [REDACTED] (Head of Strategic Asset Management), [REDACTED] (Leasehold Officer) and various customer contact centre and customer services operatives.

6.17 A number of the posts made on the Defendant's websites relate to more junior colleagues who have been directly involved in trying to resolve the concerns raised in respect of the Block. They have been directly targeted at residents' meetings, with recordings and transcripts taken and then published extracts appearing on the Defendant's websites.

In line with the claimant's ambition to improve its culture and become more customer-focused, I have named people who have clearly failed to adapt to this cultural change. Any name shared will be linked to an example where they have failed to adhere to the practices and culture that is prematurely promoted as being in place. I have not named various customer contact centre staff, I always redact surnames, and only provide names to help the claimant find calls or emails for the benefit of training purposes.

As mentioned previously, names of junior are redacted. The claimant sent two junior female members of their team to a meeting with multiple residents, they were not targeted, they were thanked for their time and effort. However, the claimant failed to support them during this process, and they were unable to answer questions or take actions.

For the follow-up meeting (following my email to Ruth Cooke expressing shock and dismay at her sending such "junior colleagues"), the claimant was also unable to send proper representation.

\*\*\*\*\*, the Head of Neighbourhoods at that time, explained:

"I was hoping to have the Head of Property Services with me at the meeting tomorrow but he has left the business. \*\*\*\*\*, the Group Head of Strategic Asset Management has said he will attend the next meeting with me, he is on leave after today for a fortnight."

The third meeting was conducted online and chaired by \*\*\*\*\*, who is not a junior member of the claimant's team. \*\*\*\*\* insisted that the meeting have an agreed agenda but then arrived without answers, telling residents that these ongoing and now upheld issues were "just our opinion."

This incident was documented on my site as a clear example of the claimant's failings and their inability to manage exceptions and deal with warranted issues. This post has been shared by others and is seen as a relevant example of how the claimant is unable to manage expectations and address valid concerns.

6.18 GSA has received a number of complaints and concerns from the colleagues referred to in paragraph 6.16 above, about the Defendant's behaviour. Descriptions of how this behaviour makes them feel includes: 'upset' and 'uncomfortable' and his communication has been described as: 'strange' and 'invasive'. Employees have also said that their physical and mental health have been impacted negatively as a result. Female colleagues have stated that they feel 'vulnerable', with some no longer feeling comfortable to attend the Block or other locations where the Defendant may be present.

This is merely based on unverified information, and as such is hearsay. I have repeatedly requested the claimant to provide specific examples, but they have been unable to do so.

It's crucial to highlight that the claimant has not adequately trained their team to handle challenging conversations and has neglected to support their staff by addressing issues reported through the customer service team.

It's worth mentioning that many residents, including my wife and myself, have experienced physical and mental health problems as a direct result of the claimant's failure to provide safe, secure, and dry housing.

## **7 The publication of false information, including from third parties**

7.1 By collating information via his websites, the Defendant has also provided a platform to third parties to publish false information about GSA. An example of this is posts about a scheme called Court Oak House in Birmingham where the Defendant alleges safety issues have been caused by GSA's failure to manage the scheme. This is, in fact, a scheme operated and managed by a third party where GSA is supporting the provider and Birmingham City Council to address a number of issues relating to extremely vulnerable residents. Relevant extracts from the website are at a **pages 237 to 253**.

The claimant had the opportunity to respond to this post but chose not to. A third-party report was compiled, highlighting various concerns that posed potential risks to vulnerable residents. Despite the claimant's acknowledgment of their commitment to assist the provider in addressing these issues, they ultimately failed to do so.

## 8 **Misdirecting genuine customer complaints and concerns**

8.1 The Defendant continues to encourage GSA customers to contact him with their concerns, either via social media or through bespoke pages on his website:

8.1.1 To report an issue or raise a complaint:  
<https://www.greensquareaccordresidents.co.uk/report-issue-or-complaint>

8.1.2 to send a letter to Ruth Cooke, your CEO:  
<https://www.greensquareaccordresidents.co.uk/ruth-cooke-letters-to-our-ceo>

8.1.3 "Contact us" - <https://www.housingsector.co.uk/faq>

Relevant extracts from these social media pages are at **pages 254 to 261**

Agreed. There is a consent aspect that states the following:

Confirmation - Please confirm the following

- I confirm the information provided to the best of my knowledge is true and accurate
- I give you consent to act on my behalf
- I am happy for you to share my details to report this issue/complaint
- I understand that you are not affiliated with GreenSquareAccord

I reply to all emails and make sure the sender has first reported the issue to the claimant.

Following this, I request copies of email trails to document how the issue has been handled. Additionally, I seek guidance on how I can provide the most effective support to the resident in question.



8.2 On the Defendant's website, he tells other residents that these issues will be escalated directly to GSA via an email. As the various emails used by the Defendant have been blocked, these are generally not delivered to the named people at GSA. However, the customer who has raised the complaint (and who is usually copied into the email) is unaware of this and, to them, it looks like GSA is ignoring their complaint when they receive no response. The original email is then only brought to GSA's attention when someone on the email trail (which may be the customer or another third party) 'replies all'. As their email is not blocked, GSA will then receive the original email as well as their response. This is interfering with GSA's ability to deal with customer complaints and concerns properly.

When a resident who has already attempted to contact the claimant (and often faced neglect or non-responsiveness) reaches out to me, I consistently include third parties, such as Members of Parliament, to ensure that the issues cannot be disregarded. Simultaneously, I forward the communication to the claimant's customer service team, where my emails are not blocked.

I have repeatedly advised the claimant that email blocks and redirections only serve to obstruct the customer's journey. It is also important to note that emails were frequently lost or overlooked even before the implementation of such blocks by the claimant.

8.3 On 18 April 2023 GSA wrote to the Defendant to state that, due to continued escalation in his behaviour, GSA would no longer respond to any correspondence that he sent to us. Instead, GSA would correspond only with his wife (who is a GSA customer) and would no longer accept his nomination as her representative. GSA set out in this letter the most recent examples of behaviour GSA found unacceptable. These included:

8.3.1 Ongoing email contact with named individuals (rather than using the info@greensquareaccord.co.uk email address he had been provided with), including critical comments regarding their professionalism;

8.3.2 Posting about a female colleague in which he made it clear that he knows where she lives, in a threatening manner;

- 8.3.3 Making a number of derogatory and offensive statements about named colleagues on his websites and social media channels, which are demonstrably untrue;
- 8.3.4 Referring a third party complaint to a local MP which he knew (or reasonably ought to have known) was demonstrably untrue, and republishing defamatory statements on his website;
- 8.3.5 Contacting former members of the Customer Panel (after being asked to leave the Panel) despite not having their consent to do so, and having retained their personal contact details;
- 8.3.6 Making repeated attempts to contact individual colleagues using their personal social media accounts (particularly LinkedIn), making comments about them on social media or tagging them on social media. This has required individuals to take action to block the Defendant from social media accounts.

A copy of this letter is at **pages 262 to 264.**

**Please see my response to this letter  
(this document is linked under the name - response 8.3)**

8.4 Following this letter, the Defendant responded GSA to state that he had no intention of adhering to the terms of the Contact Management Plan. In an unsolicited video message to ..... (Head of Customer Voice) he states:

8.4.1 'You can do what you like with this. You can send it to your legal team, you can flag it up as me ignoring the Communication (sic.) Plan. I am ignoring it. I've been ignoring it since it was issued...'

8.4.2 'I'm going to continue rattling my sabre because the sabre deserves to be rattled...'

8.4.3 'I aint going nowhere'

This recording can be played to the court at any hearing.

8.5 In a similar message to Julianne Britton (Director of Customer Services) on 2 June 2023 (to her personal phone number, which she has previously requested he deletes) he states:

8.5.1 'I'm going to continue doing what I'm doing'.

8.5.2 '...while they [GSA] constantly promote and fail to deliver, well then there's going to be me there responding and I just get more and more followers every week.'

Again, this recording can be played to the court.

8.6 On 11 August 2023, GSA again wrote to the Defendant to state that the Contact Management Plan remained in place and GSA would not be corresponding with him on any issues. It also set out further specific examples of unacceptable behaviour. These included:

8.6.1 Contacting Julianne Britton, Director of Customer Services, on her personal mobile number and sending her a video message on Whatsapp (despite being asked not to contact her and to delete her personal mobile number).

8.6.2 Continuing to contact GSA employees on a number of different occasions about other customers' complaints using 'burner' email addresses to circumvent the block that GSA put on his email account.

A copy of this letter is at **pages 265 to 267**.

Please play this in court so it can not be taken out of context.

As previously stated, I have no contractual agreement in place with the claimant. Given the claimant's continued inability to provide an acceptable level of service, I have taken to raising issues online and ensuring that they are brought to the attention of the appropriate members of the claimant's team.

These issues have now escalated and encompass problems such as raw sewage flooding a neighbours flat (she was initially told she'd have to bear the cost of fixing this issue until I intervened and established it was a result of the claimant's overdue upkeep responsibilities),

floods caused by leaks due to the claimant's failure to maintain gutters, and overgrown grounds leading to trip hazards.

8.7 The Defendant responded to this letter with a post on his website: <https://www.greensquareaccordresidents.co.uk/this-is-the-gsa-way> and an email (dated 14 August 2023) which stated that, due to the continued success of his website and social media following, he did not intend to change his behaviour: 'My intention was made clear: In response to the Contact Management Plan I would create a website to openly address all concerns. I've diligently maintained this site since then achieving over 10k views since it was established. I continue to expressly communicate my non-adherence, underlining its futility.' He confirms: 'I shall persist in communicating with whomever I deem appropriate, using email, social media, or my websites' and highlights that he has transcripts of meetings available and 'excerpts may appear in upcoming posts and emails'. Copies of the website posts and the email of 14 August 2023 are at **pages 268 to 276**.

Furthermore, I have extended my support to other residents, and there are letters of appreciation to attest to this.

I have driven results by ensuring that issues are brought to the public domain. Despite my efforts and offers to rebuild the relationship with the claimant, including an offer to transfer the site to them, they have failed to acknowledge the support being extended to the residents they are failing.

I am open to working collaboratively with the claimant to find more effective ways to support the residents who have been let down. I believe there are opportunities to streamline the resolution of long-standing issues that have gone ignored.

Rather than taking a collaborative approach, the claimant has resorted to making threats and has employed their legal expertise to initiate this action with the aim of shutting down a platform that offers support to their residents.

## **9 Impact on GSA's Management Function**

9.1 There has been a substantial impact on GSA's management function as a result of the Defendant's behaviour. This has included:

9.1.1 Multiple hours wasted investigating issues which the Defendant has raised and which he has escalated to multiple stakeholders. In two recent complaints he has provided highly inaccurate information to stakeholders such as representatives from the fire service, MPs and local authorities, which colleagues have had to deal with. This has ultimately delayed the resolution of issues.

Ms. Atkinson has not presented any evidence to support this claim that I shared 'highly inaccurate information'. If the claimant had responded to any of my requests, they could have clarified any valid concerns, if such concerns indeed existed. It remains unclear how sharing these concerns has contributed to delays in resolving any issue(s). The claimant's assertion that I am the cause of their service failings and delays is not substantiated.

**9.1.2 Managing correspondence from him, including through email diversions and correspondence raised by third parties who have been copied into emails.**

While the claimant is blocking and ignoring emails from me, it is not evident how this would adversely affect their management functions. Third parties who have been informed would have a vested interest in the raised issues. Therefore, a part of the claimant's service delivery should be to ensure that all relevant parties are kept informed about the issues, associated timeframes, and any obstacles that must be addressed to resolve these issues.

This is once more indicative of a housing provider unable to maintain a fundamental level of service and is attempting to shift blame elsewhere.

**9.1.3 Extensive duplication as GSA seek to ascertain whether issues purportedly raised by third parties via the Defendant are already being dealt with via GSA's customer services and complaints team.**

By providing the full name and address of the resident who has contacted me, a straightforward search within the claimant's CRM (Customer Relationship Management) System should yield all the necessary data, including call logs, emails, and any actions taken by the claimant.

Is Ms. Atkinson's suggesting that such a fully integrated CRM system might not be in place, as this raises yet more questions about the claimant's ability to manage and track issues effectively?

If this system is indeed lacking, it could explain why issues and associated notes are lost, leading to unresolved problems. Moreover, it could shed light on the claimant's difficulty in maintaining accurate records, as indicated by the multiple findings from the Housing Ombudsman.

**9.1.4 Management time in working with and supporting colleagues who have felt victimised by his behaviour.**

**9.1.5 Additional planning for colleagues attending the Block or the local area (who will now not attend the scheme alone).**

The claimant bears a responsibility to protect its colleagues by providing appropriate training to enable them to manage difficult situations. Whilst also equipping them with the necessary tools to carry out their duties effectively is essential.

As mentioned earlier, the claimant's failure to support its staff and residents has contributed to the current state of affairs. If they had provided the necessary support, neither the colleagues nor the

residents would feel victimised. The claimant is ultimately responsible for creating this situation and remains the central driving force behind it.

9.2 GSA has more recently been contacted by customers and suppliers who have stated that they contacted the Defendant mistakenly believing that he is a representative of GSA. Examples include:

9.2.1 an email dated 3 August 2023 sent by a supplier to GSA, to [contact@greensquareaccordresidents.co.uk](mailto:contact@greensquareaccordresidents.co.uk). In doing so she clearly thought she was sending her email to GSA and not to someone misrepresenting themselves as being connected with GSA. An anonymised copy of this email is at **pages 277 to 278**;

9.2.2 an email dated 8 August 2023 from a resident of GSA who was misled into thinking that by sending a complaint to [contact@greensquareaccordresidents.co.uk](mailto:contact@greensquareaccordresidents.co.uk) it was being sent to GSA. Following a response from the Defendant, she replied "...I honestly presumed I had sent my complaint email directly to the Complaints Department at GreenSquareAccord ...". An anonymised copy of that email exchange is at **pages 279 to 282**.

As previously mentioned in section 6.7:

Since the inception of this website in August 2021, it has garnered more than 12,000 visits, attracting over 8,000 unique visitors who have generated almost 30,000 page views.

The claimant has highlighted two isolated instances where visitors to the site failed to observe the prominently displayed disclaimer indicating that the site has no affiliation with GreenSquareAccord.

In both cases, one involving a contractor whose email I promptly forwarded to the relevant department, and the other featuring a GreenSquareAccord customer whom I immediately informed, these instances constitute a minuscule fraction, a mere 0.025%, of the over 8,000 unique visitors.

Based on this overwhelming percentage, 99.975% of the unique visitors to my resident support website, I am confident that the court will concur that there is little likelihood of people confusing this site with that of GreenSquareAccord

9.3 The confusion created by the Defendant is preventing GSA from managing suppliers, complaints and contacts efficiently and is impacting on its reputation, as well as taking up time and resources unnecessarily.

The limited confusion mentioned earlier has not significantly impacted the claimant's reputation. Any repetitional damage they may have experienced is due to their own service failings and their inability to acknowledge and address these issues.