

CLAIM NO.

**IN THE WARWICK COUNTY COURT
BETWEEN**

MS MARIA KOWAL

Claimant

-and-

MS JESSICA BALL

Defendant

PARTICULARS OF CLAIM

1. I am the Claimant in these proceedings. My name is Maria Kowal and I am a Polish national. I came to the UK from Poland in May 2011. Ever since I came to the UK, I have worked full time as a secretary for Warwick Council and have always had a visa to live and work in the UK.
2. The Defendant, Jessica Ball, is the owner of 5 Hunter Close, Warwick CV17 6DG, which is a three bedroom house ("the property"). The Defendant does not live at the house and has rented it out for a number of years.
3. On 4 May 2018, I saw the property advertised in my local letting agent's window as available to rent for £1,500 per calendar month. That day, I made enquiries with the letting agent, who gave me the Defendant's phone number to contact directly. I phoned the Defendant to arrange a viewing for the following day.
4. On 5 May 2018, I went to the property with my friends - Rachel Smith and Sonia Gordon - to meet the Defendant. After looking at the property, me and my friends told the Defendant that day that we would like to rent it as an assured shorthold tenancy for £1,500 per month.
5. The Defendant said the property would be ready to move into from 12 May 2018 and asked us to pay a non-returnable holding deposit of £500 each to secure the property and cancel other viewings. We each paid £500 by cash that day. The Defendant asked them to return in the next few days to sign the tenancy agreement and bring their passports for checks.
6. I handed in my notice to my landlord on 5 May 2018. At the time, I lived with my landlord as a lodger at 10 Swallow Road, Warwick CV24 2PD.

7. The Defendant is the freehold owner responsible for the premises at 5 Hunter Close, Warwick CV17 6DG. She has a duty under s.33 of the Equality Act 2010 not to discriminate in the disposal of the premises, which includes not letting the property.
8. The Defendant discriminated against me when she refused to let the property to me because of my race. I am Polish. The Defendant treated me less favourably than she treated my friends, who are English, as she was willing to let the property to them.
9. I am able to afford to pay the rent and the deposit just as my friends are. I have good references showing that I would be a good tenant and my friends have the same sorts of references. My friends are appropriate comparators.
10. This was direct discrimination in breach of s.13 of the Equality Act 2010 due to the following actions.

PARTICULARS

(i) On 10 May 2018, I went back to the property with my friends to meet the Defendant. We wanted to sign the tenancy agreement and show the Defendant our passports.

(ii) When the Defendant saw that I had a Polish passport, she said she could not accept me as a tenant because I did not have a British passport. The Defendant said she would have to do additional checks to see if I had the right to rent her house. As she did not have time to do those checks she could not rent to me.

(iii) The Defendant said she would still be able to let the property to my friends as they had British passports, but they would need to cover the full rent or find another tenant.

(iv) As the Defendant had taken the property off the market and was not told at the first meeting that I was Polish, she said she would not return the deposit to me.

11. Due to the Defendant's actions, I have suffered loss, damage, distress, discomfort and inconvenience. I claim for injury to feelings under s.119 Equality Act 2010.

PARTICULARS OF GENERAL DAMAGE

- (a) I had to move out of my room at 10 Swallow Road and stay on my friend's floor for three nights from 12 to 15 May 2018.
- (b) I was worried because I did not have anywhere else to live.
- (c) I was distressed and humiliated by the Defendant's actions.

PARTICULARS OF SPECIAL DAMAGE

I had to pay for the following things:

- (a) Storage costs of my belongings from 12 May 2018 to 25 May 2018 of £200.
- (b) Delivery costs on 12 May 2018 and 25 May 2018 of £200.
- (c) Hotel costs at Travelodge from 15 May to 25 May 2018 of £720.
- (d) Loss of earnings due to taking three days off work unpaid of £300.
- (e) Deposit £500.

12. I also claim interest on these damages as the court thinks appropriate.

AND I also claim:

- (1) An injunction making the Defendant apologise for her actions.
- (2) Damages including general and special damages.
- (3) Interest.
- (4) Costs.

I believe that the facts set out in these Particulars of Claim are true.

Signed.....*M.Kowal*

MARIA KOWAL

Dated.....17 August 2018

To the Court Manager and to the Defendant

