

LEGAL AID AGENCY
High Cost Crime Appeal Decision – Single Adjudicator

Case: [REDACTED]
Appellant (firm/counsel): [REDACTED] SOLICITORS
LAA Respondent:
Date of decision: [REDACTED] AUGUST 2023

Case Manager's original decision:

[REDACTED] AUGUST 2023

Adjudicator's Decision:

Reasons:

(The full reasons for the decision should be noted here, making specific reference to points raised at the appeal if necessary)

R
v.
[REDACTED]

This is an appeal that I previously requested further information in order to determine, specifically the clients up to date bank statements up to 4th October 2023 and confirmation of the last payment for Universal Credit including the amount paid.

I have today been provided with the following:

1. Certificate of Destructions
2. Monzo Bank Statements
3. Payment Confirmation for Universal Credit
4. Kroo Bank Statements
5. Notice to Leave

For the sake of Brevity I would ask that the reader refers to the previous decision dated 4.10.2023, in which I set out the relevant sections of the 2017 Contract Guide and specifically Para 4.94.

I need to consider from the facts whether this client is impecunious i.e. having very little money.

I note that his payment of Universal Credit to be paid on the 19th October 2023

is £389.00, his total entitlement before deductions were £858.74 however his take home pay of £397.35 has been deducted (i.e. based on 55p for each £1, the amount used is £722.45). Further £71.50 deductions for advance payments have been deducted.

In addition, I note from the personal bank statements supplied which cover 11/9/2023 to 13/10/2023 that there have been deposits of £9674.12 and outgoings for the same amount. The Provider states "In relation to the Monzo bank statements. The figure of £9,674 is explained as follows. Analysis of the statements shows that upon receipt of funds [REDACTED] transfers funds to his savings 'pot' and transfers funds back when those funds are required. Therefore, the income of the account is effectively doubled. The figure of £9,674 must therefore be halved to £4,837". It is noted that the money received in the POT is £4861.31 from 11/9/2023 to 13/10/2023, the provider states that this is compensation money for a car which he has since used to purchase another car to enable him to see his son for whom he has part custody.

I do note from the personal bank statement that there are expenses which I would question if indeed he was impecunious, certainly between the period below i.e. 14 days he was able to spend in excess of £260 on unnecessary expenses including a hotel for £81.99.

16/09/2023 – Argos - £30.00
16/09/2023 – Travelodge - £81.99
17/09/2023 – Scoffable – Online Takeaway - £39.30
21/09/2023 – Pizza Hut - £28.98
22/09/2023 – Amazon - £9.98
23/09/2023 – Scoffable – Online Takeaway - £10.00
24/09/2023 – Google Play App - £9.99
24/09/2023 – Scoffable – Online Takeaway - £9.60
25/09/2023 – Scoffable – Online Takeaway - £22.40
27/09/2023 – Scoffable – Online Takeaway - £18.30
30/09/2023 – Scoffable – Online Takeaway - £11.50

I make the above observations as it is clear that he is in receipt of Universal Credit and he is earning an income which has been taken into consideration when the amount for Universal Credit was calculated, yet he is able to afford the above.

I do accept though that the balance on his account as of the 13th October 2023 is £13.73 until of course he is paid on the 19th October 2023 however in the period covering the bank statement i.e. 11/9/22 to 13/10/23 he has money coming in from various sources i.e. payments from various people referenced P2P which are then transferred to his POT and then transferred out, in fact there are 12 pages to the statement with various transactions and if I was to decide purely on that basis of the balance I would have to say reluctantly I am

prepared to accept (for now) that he is impecunious. It does worry me that he is able to afford items such as google play app, takeaways etc when he claims to be impecunious.

I next have to consider whether the overall circumstances of the case are exceptional so that in no circumstances could he be prepared to pay for his own travel and to withhold such expenses would compromise the administration of justice.

It is worrying for me that the client whilst having little money is able to afford the expenses above and moving forward, he no doubt will have running costs for his car which he will no doubt have foreseen as to how intends on funding those. Having said that I am not entirely convinced that he could not pay for his own travel as it can clearly be seen that when he wants to spend money, he is able to find it.

Reluctantly I am prepared to accept for the sole purpose of ensuring that the administration of justice is not compromised that the LAA ought to fund the cost of travel and accommodation expenses (but this needs to be kept under review).

I am prepared to allow travel and accommodation expenses as follows:

1. Limited only to the days that he is required to attend court in person.
2. Cost of Accommodation limited to £45 per night.
3. Cost of Travel limited to off peak travel only/cheapest train fare from [REDACTED] to [REDACTED] CC.
4. The LAA to review the clients income and expenses on a weekly basis

Having undertaken research online the cost of single train fare from [REDACTED] to London [REDACTED] is between £41.00 and £90.00 dependent on the time one chooses to travel. Furthermore, there are hostels near [REDACTED] Crown Court which range between £40 to £45 per night.

I would suggest that given the length of the trial that a review of the client's income, amount of Universal Credit and Bank statements are undertaken by the LAA on a regular basis to satisfy themselves that the client is indeed 'impecunious.

I make it clear I am reluctantly allowing this and have reservations about his means. I would ask that the LAA closely monitor and if there is a change of circumstances then the travel and accommodation should immediately cease.

Single Adjudicator: [REDACTED]

Date: [REDACTED] 10.2023