



House of Commons  
Committee on  
Standards and Privileges

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**Alan Keen and  
Ann Keen**

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**Tenth Report of Session 2009–10**

*Report and Appendices, together with formal minutes*

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## The Committee on Standards and Privileges

The Committee on Standards and Privileges is appointed by the House of Commons to oversee the work of the Parliamentary Commissioner for Standards; to examine the arrangements proposed by the Commissioner for the compilation, maintenance and accessibility of the Register of Members' Interests and any other registers of interest established by the House; to review from time to time the form and content of those registers; to consider any specific complaints made in relation to the registering or declaring of interests referred to it by the Commissioner; to consider any matter relating to the conduct of Members, including specific complaints in relation to alleged breaches in the Code of Conduct which have been drawn to the Committee's attention by the Commissioner; and to recommend any modifications to the Code of Conduct as may from time to time appear to be necessary.

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The constitution and powers of the Committee are set out in Standing Order No. 149. In particular, the Committee has power to order the attendance of any Member of Parliament before the committee and to require that specific documents or records in the possession of a Member relating to its inquiries, or to the inquiries of the Commissioner, be laid before the Committee. The Committee has power to refuse to allow its public proceedings to be broadcast. The Law Officers, if they are Members of Parliament, may attend and take part in the Committee's proceedings, but may not vote.

### Publications

The Reports and evidence of the Committee are published by The Stationery Office by Order of the House. All publications of the Committee (including press notices) are on the Internet at: [www.parliament.uk/sandp](http://www.parliament.uk/sandp).

### Committee staff

The current staff of the Committee are Mr Steve Priestley (Clerk), Miss Rhiannon Hollis (Second Clerk) and Ms Jane Cooper (Committee Assistant).

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# Alan Keen and Ann Keen

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## Introduction

1. We have received from the Parliamentary Commissioner for Standards the report of his investigation of a complaint against Alan Keen, the Member for Feltham and Heston and Ann Keen, the Member for Brentford and Isleworth. The complainant, Mrs A Berkane, told the Commissioner in June 2009 that Mr and Mrs Keen had not been living in their designated main home, in Brentford, for a year or more.<sup>1</sup> She suggested that their second home, near Parliament, on which both Mr and Mrs Keen claimed Parliamentary allowances, had in effect become their main home. The essence of the complaint was thus that Mr and Mrs Keen had each wrongly identified their main home for allowance purposes.<sup>2</sup>

2. The rules relating to allowances that may be claimed by Members of the House of Commons were substantially revised during the period covered by this complaint (2008 and 2009). Until April 2009, Members could claim Additional Costs Allowance (ACA) in respect of costs necessarily incurred on Parliamentary business when staying overnight away from their designated main home. The Green Book in force at the time stipulated that where Members had more than one home, the main home would normally be the home where they spent most nights. From April 2009, ACA was replaced by Personal Additional Accommodation Expenditure (PAAE) and the determination of which was a Member's main home was left to each Member, subject always to the overriding principles that claims must be wholly, exclusively and necessarily incurred on Parliamentary business, but otherwise "based on his or her circumstances."<sup>3</sup>

3. The rules in the period covered by the Commissioner in his investigation allowed Members representing constituencies in outer London to claim allowances in respect of a second home. Members who were part of the same household were also permitted each to claim allowances in respect of the second home they shared. Both these rules are likely to change in the next Parliament.

4. The Commissioner's memorandum is published with this Report as Appendix 1. We have also received written evidence from Mr and Mrs Keen, which is at Appendix 2.

## The Commissioner's findings

5. The Commissioner has set out in his memorandum a series of factual findings. In brief, these show that Mr and Mrs Keen have lived in the same house in Brentford since 1987 (before either was first elected to the House).<sup>4</sup> In May 2002, they bought a flat near Parliament and from then until July 2008 spent three nights a week in London whenever

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<sup>1</sup> Appendix 1, paragraphs 2 and 4

<sup>2</sup> Appendix 1, paragraph 1

<sup>3</sup> Appendix 1, paragraphs 5 to 14

<sup>4</sup> Appendix 1, paragraphs 93 and 94

the House was sitting.<sup>5</sup> During recesses, Mr and Mrs Keen spent more time at their family home in Brentford. Both Mr and Mrs Keen nominated the Brentford property as their main home for allowance purposes and both claimed in respect of the London flat, as they were entitled to under the rules.<sup>6</sup> Contrary to some press reports, there is no evidence that they ever claimed Parliamentary allowances in respect of their Brentford home.

6. In the period April 2008 to September 2009 inclusive, Mr Keen claimed £18,773 in second home allowances and Mrs Keen claimed £27,072.<sup>7</sup> Between them, Mr and Mrs Keen have repaid £2,644 of these sums, relating to the 2008–09 financial year.

7. In May 2008, work began to refurbish and extend Mr and Mrs Keen’s main home.<sup>8</sup> While the building works were under way, they spent less time there than previously, not staying overnight at all from July to September 2008 and staying just two nights a week in October and November. Following concerns over the lack of progress and substandard work, Mr and Mrs Keen had the house boarded up in December 2008 and they did not stay there overnight again until October 2009.<sup>9</sup> For part of the Summer of 2009, the house was occupied by squatters.<sup>10</sup>

8. The Commissioner notes that Mr and Mrs Keen’s main home had effectively been unoccupied for them for six months when they first sought advice from the Department of Resources in May 2009. The Director of Operations in that Department agreed at the time that, due to the exceptional circumstances applying to their main home, Mr and Mrs Keen could continue to claim PAAE in respect of their second home, although this would be subject to review.<sup>11</sup> This advice was repeated in September 2009, on the understanding that the Keens would move back into their main home in October, which they did.

9. The Commissioner suggests that if for a period of time Mr and Mrs Keen effectively had only one home, they should not have claimed second home allowances during that period.<sup>12</sup> If, on the other hand, it were to be accepted that Mr and Mrs Keen had two homes throughout, then, the Commissioner suggests,

... the question arises as to whether some of the costs they claimed on their second home, their London flat, enabled them to spend nights there which they would otherwise have spent in their main home in Brentford, and so provided them with a personal financial benefit.<sup>13</sup>

10. Addressing the question of whether Mr and Mrs Keen continued to have two homes, the Commissioner states that in his judgment a Member’s main home must be available for

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<sup>5</sup> Appendix 1, paragraphs 94 and 98

<sup>6</sup> Appendix 1, paragraph 94

<sup>7</sup> Appendix 1, paragraph 99

<sup>8</sup> Appendix 1, paragraph 95

<sup>9</sup> Appendix 1, paragraph 98

<sup>10</sup> Appendix 1, paragraph 95

<sup>11</sup> Appendix 1, paragraphs 96 and 100

<sup>12</sup> Appendix 1, paragraph 104

<sup>13</sup> Appendix 1, paragraph 105

overnight stays. From December 2008 to October 2009, he notes, Mr and Mrs Keen had only one home in which they could stay overnight: their London flat.<sup>14</sup> The Commissioner accepts that there can be an interval between a property becoming, as in this case, unavailable due to planned works or some sort of crisis, and a decision that it should no longer be counted as a home for allowance purposes. He believes that it would have been right for Mr and Mrs Keen to continue to designate the Brentford house as their main home if the building works had, as expected, been completed within a reasonable period.<sup>15</sup> However, on balance he considers that the eleven months period during which the Brentford property was unavailable for overnight stays but remained designated as Mr and Mrs Keen's main home was too long.<sup>16</sup>

11. In the Commissioner's view, Mr and Mrs Keen should have sought advice from the Department of Resources early in 2009, soon after the Brentford house was boarded up.<sup>17</sup> He continues:

By the early spring of 2009, it should have been clear to Mr and Mrs Keen that they were in danger of not being able to return to the home for quite some time and they should either have ensured that their building problems were resolved quickly or started to make alternative arrangements. While this is a matter of judgement, my judgement is that by June 2009 they had been out of their Brentford home for too long for it to have continued to be considered their main home for allowance purposes. They had by then been out of the property for seven months and the work had yet to re-start. The arrival of the squatters was another serious setback, but by then the reasonable leeway had in my view run out.<sup>18</sup>

12. The Commissioner concludes:

... from June 2009 to October 2009, Mr and Mrs Keen did not have more than one home for the purposes of their claims against parliamentary allowances. Since they did not have two homes in which they could stay overnight over that period, they were in breach of the rules of the House in continuing to claim from their parliamentary allowances for their flat in London.<sup>19</sup>

13. Allowing for the possibility that we might not agree with this conclusion, the Commissioner has also considered whether, if Mr and Mrs Keen did have two homes throughout the 18 months when their Brentford house was affected by building works, they effectively received a personal financial benefit. He suggests that they did.

This is because, had they not made use of their London flat, they would have had to rent a property or perhaps stay in a hotel, and meet the cost from their own

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<sup>14</sup> Appendix 1, paragraph 107

<sup>15</sup> Appendix 1, paragraph 108

<sup>16</sup> Appendix 1, paragraphs 109 and 110

<sup>17</sup> Appendix 1, paragraph 109

<sup>18</sup> Appendix 1, paragraph 110

<sup>19</sup> Appendix 1, paragraph 111

resources. For these reasons I consider that Mr and Mrs Keen obtained a personal financial benefit from this arrangement which was not in accordance with either the rules for the Additional Costs Allowance or those for the Personal Additional Accommodation Expenditure.<sup>20</sup>

The Commissioner concludes that the period during which the benefit lasted was from the beginning of December 2008 (when the house was boarded up) to October 2009 (when the Keens moved back in).<sup>21</sup>

14. In his overall conclusion, the Commissioner describes as a mitigating factor the advice given to Mr and Mrs Keen by the Department of Resources on two occasions that they could continue to claim allowances in respect of their London flat.<sup>22</sup> However, he also points out that Members are responsible for their own actions and suggests that “A more rigorous examination of their circumstances might have led Mr and Mrs Keen to take a different view.” The Commissioner upholds the complaint, describing the breaches of the rules by Mr and Mrs Keen as “serious ... involving significant public funds.”<sup>23</sup> In his view, both Mr and Mrs Keen were “equally responsible for ... a serious misjudgement.”

### Mr and Mrs Keen’s evidence

15. Mr and Mrs Keen jointly submitted a memorandum of evidence, which is reproduced in full at Appendix 2. Most of this takes the form of a chronology of events and of actions taken at the time by Mr and Mrs Keen. The following extract relates to the period May to July 2009:

#### May 09

...

It was around this time that the media made false accusations that the refurbishment of our Brentford home may be financed from public funds. After discussion with colleagues, we contacted the Department of Finance and were given support and permission to continue on condition that we reported back on progress towards re-occupying our home.

#### June 09

Letter leaked by local council to the local press and aided by broadcasts by BBC and Sky News, the public were alerted that we would have our home re-possessed because our house had been derelict for some time despite the fact that various members of our professional team were in regular contact with departments within the Council regarding planning and building regulatory matters. Within a couple

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<sup>20</sup> Appendix 1, paragraph 115

<sup>21</sup> Appendix 1, paragraph 116

<sup>22</sup> Appendix 1, paragraph 122

<sup>23</sup> Appendix 1, paragraphs 121 and 122

of days, squatters occupied and defaced our home with defamatory slogans of a highly personal and pornographic nature. This meant that we lost the new builders as we could not guarantee if or when we would get our house back.

### **July 09**

After an expensive legal preparation of the case to get our house back we were granted a possession order so that we could continue the work. On the last night of the squatters occupation of our home and courtesy of the media and internet interest a final rave was held and during which reports of sexual assaults rendered our home a temporary crime scene. Our house was described as a “graffiti sprayed, comedy club” with squatters raising money for their political cause. Thereafter we began a new search for a reputable builder and engaged one firm immediately so that we could repair the damage done by the squatters. This enabled us to have a very basic means of using the house while at the same time starting to reverse the damage done by the first builder.

16. Not all the events described in the memorandum were included in Mr and Mrs Keen’s evidence to the Commissioner and some which were included in that evidence are described differently in the memorandum. None of the differences, however, is in our view so significant as to cast doubt on the robustness of the Commissioner’s conclusions.

17. Mr and Mrs Keen invite the Committee to “consider if we made all reasonable endeavours to put the matter right within the rules of the House.” They continue:

During all of this disruption and stress we continued to fulfil our Parliamentary, ministerial and constituency duties. Throughout this period we continued to pay the full costs of our Brentford home including mortgage, full council tax and utilities. Our post was always delivered to Brentford. We regularly went to our home and attended to the basics of the upkeep of our home as much as the circumstances allowed. The cost to public funds was not increased in any way by the fact that we were unable to stay in our Brentford home for a number of months.

Mr and Mrs Keen have also drawn our attention to “persistent and serious threats” made against Mrs Keen, which had resulted in a conviction.

### **Conclusions**

18. It is quite clear that Mr and Mrs Keen suffered a long run of bad luck as they attempted at their own expense to improve their family home in 2008 and 2009. They had to deal with one setback after another and the works were eventually completed a year later than originally planned. The experience must have been very stressful for them. These facts are not in dispute.

19. Notwithstanding our sympathy with Mr and Mrs Keen for the catalogue of misfortune that they endured, exacerbated by what appear to have been malign and sometimes false reports in the media, our responsibility is to consider whether, in the light of all the evidence, Mr and Mrs Keen breached the rules relating to Parliamentary allowances. The

Commissioner has concluded that they did, because they claimed allowances for a second home when they had only one habitable home. And if it were nonetheless judged that Mr and Mrs Keen were eligible to claim allowances, then the Commissioner says they derived a personal financial benefit from being able to use their allowance-funded second home rather than their main home.

20. We agree with the Commissioner that, having allowed for a reasonable interval, Mr and Mrs Keen should not have claimed allowances in respect of their designated second home for the last four months of the ten-month period when their main home was boarded up and unavailable to them. However, it is clear from their evidence that Mr and Mrs Keen tried to resolve the various problems that beset them in relation to their main home. Unfortunately, in doing so they did not deal satisfactorily with the question of whether their continued claims in respect of their second home were fully consistent with the rules of the House. Continuing to claim allowances during this period was, the Commissioner has suggested, a serious misjudgment by both Mr and Mrs Keen.

21. While we would normally agree with the Commissioner on the seriousness of a misjudgment of this kind, in the exceptional circumstances of this case we take a more lenient view. Although, as the guidance makes very clear, Members are responsible for their own decisions, the express approval given on two occasions by the Department of Resources to Mr and Mrs Keen's continued claims for second home allowances when their main home was out of use is a very significant mitigating factor.

**22. We conclude that Mr and Mrs Keen were in breach of the rules of the House because for a period of four months they claimed allowances for a second home when they only had one home available to them. This breach is significantly mitigated in our view by the approval given by the Department of Resources, by the lack of any evidence that Mr and Mrs Keen intended to procure for themselves a personal benefit, and by very difficult circumstances beyond their control.** For the reasons the Commissioner has given, we consider this breach to have begun in June 2009 and to have ended in October 2009. Our estimate of the sum claimed as PAAE by both Mr and Mrs Keen in relation to that period is £5,678 (ie, four sixths of the total PAAE claims paid to both of them in respect of the first six months of 2009–10).

23. The Commissioner invited us to consider whether, if we concluded that Mr and Mrs Keen did have two homes, they had received a personal financial benefit from their use of their second home between December 2008 and October 2009. Having accepted the Commissioner's main conclusion, that Mr and Mrs Keen had only one useable home, we have not thought it necessary to reach a view on this alternative conclusion.

### Recommendation

**24. In view of the exceptional factors in this case and the express approval given to Mr and Mrs Keen by the Department of Resources for their continued claims on their second home even when they were using it for an extended period as their only home, it would not in our judgment be fair to recommend repayment in full. Accordingly, we recommend that Mr and Mrs Keen repay a total of £1,500 of the sums claimed by them in respect of Personal Additional Accommodation Expenditure in 2009–10. We expect the repayment to be made before the end of this Parliament.**

# Appendix 1: Memorandum from the Parliamentary Commissioner for Standards

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# Complaint against Mr Alan Keen MP and Mrs Ann Keen MP

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## Introduction

1. This memorandum reports on my inquiries into a complaint that Mr Alan Keen, the Member for Feltham and Heston, and Mrs Ann Keen, the Member for Brentford and Isleworth, each wrongly identified their main home for the purposes of their claims against the Additional Costs Allowance (ACA).

## The Complaint

2. On 24 June 2009, Mrs A Adda Berkane, of Brentford, wrote to me to make a formal complaint against Mr Alan Keen and Mrs Ann Keen.<sup>24</sup> Mrs Berkane alleged, following correspondence in the local press over the previous few weeks, that Mr and Mrs Keen had not been living at their designated main home for “*perhaps over 12 months*”. She said that “*Mr Keen admitted to not living there for at least six months*” and that Mr and Mrs Keen “*are living at their ‘second home’ in Westminster*”. Mrs Berkane also alleged that “*their ‘main home’ has been abandoned and boarded up for months*”, and enclosed an article from the *Hounslow Chronicle* of 16 June 2009.<sup>25</sup> She commented, “*In fact the L.B. Hounslow is threatening to take it over and get it back into habitation*”. Mrs Berkane also said that “*the ‘Green Book’ makes it clear that your main home is where you spend the majority of your time. In the Keens’ case this is clearly at their Westminster flat, so in effect their ‘second home’ became their ‘main home’ many months ago*”. She commented, “*This obviously presents a problem over allowances claimed by them for their ‘second home’ as it is now, and has been for some considerable time, their ‘main home’.* As such they are not allowed second home allowances on their Westminster property. These will need to be repaid.”

3. The *Hounslow Chronicle* article of 16 June which Mrs Berkane had enclosed with her letter<sup>26</sup> said that Hounslow Council had threatened to take control of the house if Mr and Mrs Keen continued to leave it empty. It said that the Council’s empty property department had written to the couple after one of their officers had read that the house had fallen into disrepair. The article said that Mr and Mrs Keen now had 28 days to let the Council know how and when they planned to bring the property back into use, and that if they failed to comply, the local authority could take ownership of it and rent it out to Council tenants. The article also said that the paper had previously reported that Mr and Mrs Keen “*have claimed £40,000 for a central London flat while their ‘main home’ in Brentford has been left empty*”. Mr Keen was reported as having said that the house was empty due to a dispute with builders and that they intended to recommence work on it soon. The article said that, under the Housing Act 2004, the Council was obliged to monitor any work on a property that they believed had been unoccupied for six months.

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<sup>24</sup> WE 1

<sup>25</sup> WE 2

<sup>26</sup> WE 2

The Council's empty property officer was quoted as saying that if Mr and Mrs Keen confirmed to him that they intended to bring their property back into use "*then we will put that on the books but we will still go round there and see if it's being sorted. We would expect it to be sorted within three to six months.*"

4. Mrs Berkane wrote to me again on 25 June, saying that "*although there is clear evidence that [Mr and Mrs Keen] have not lived there for the past seven months, neighbours say in fact it has been much longer than that, a year or more*".<sup>27</sup>

### Relevant Rules of the House

5. The Code of Conduct for Members of Parliament provides in paragraph 14 as follows:

*"Members shall at all times ensure that their use of expenses, allowances, facilities and services provided from the public purse is strictly in accordance with the rules laid down on these matters, and that they observe any limits placed by the House on the use of such expenses, allowances, facilities and services."*

6. The rules in relation to allowances have been set out in successive editions of the Green Book. The first edition relevant to this complaint was published in July 2006. Section Three sets out the rules applicable to the ACA.

7. Paragraph 3.1.1 sets out the purpose of the ACA as follows:

*"The Additional Costs Allowance (ACA) reimburses Members of Parliament for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main UK residence (referred to below as their main home) for the purpose of performing parliamentary duties. This excludes expenses that have been incurred for purely personal or political purposes."*

8. Paragraph 3.2.1 sets out criteria for claiming ACA as follows:

*"You can claim ACA if:*

*a You have stayed overnight in the UK away from your only or main home, and*

*b This was for the purpose of performing your parliamentary duties, and*

*c You have necessarily incurred additional costs in so doing, and*

*d You represent a constituency in outer London or outside London.*

*..."*

9. Paragraph 3.3.1 sets out principles applying to the ACA as follows:

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<sup>27</sup> WE 3

*“You must ensure that arrangements for your ACA claims are above reproach and that there can be no grounds for a suggestion of misuse of public money.*

*Members should bear in mind the need to obtain value for money from accommodation, goods or services funded from the allowances.”*

10. Paragraph 3.4.1 sets out the rules on the location of overnight stays in respect of which ACA can be claimed. These include:

*“If your main home is in the constituency, you can claim ACA for overnight stays in London—or in another part of the constituency if reasonably necessary in view of the distance from your only or main home. Please contact the Department of Finance and Administration for information on such arrangements.*

*If your main home is in London you can claim for overnight stays in the constituency.*

*If your main home is neither in London nor the constituency you can choose in which of these areas to claim ACA.”*

11. Paragraph 3.11.1 defines the expression “main home” as follows:

*“When you enter Parliament we will ask you to give the address of your main UK home on form ACA1 for the purposes of ACA and travel entitlements. Members are expected to locate their main homes in the UK. It is your responsibility to tell us if your main home changes. This will remain your main home unless you tell us otherwise.*

*The location of your main home will normally be a matter of fact. If you have more than one home, your main home will normally be the one where you spend more nights than any other. If there is any doubt about which is your main home, please consult the Department of Finance and Administration.”*

12. In April 2009, ACA was replaced by Personal Additional Accommodation Expenditure (PAAE). The Green Book of March 2009, which makes provision for the PAAE, sets out in paragraph 1.3 a number of fundamental principles governing all claims against parliamentary allowances. These principles include the following:

- *“Claims should be above reproach and must reflect actual usage of the resources being claimed.*
- *Claims must only be made for expenditure that it was necessary for a Member to incur to ensure that he or she could properly perform his or her parliamentary duties.*
- *...*
- *Members must ensure that claims do not give rise to, or give the appearance of giving rise to, an improper personal financial benefit to themselves or anyone else.*
- *...”*

13. Paragraph 2.1.1 of that edition of the Green Book states:

“PAAE is available to reimburse Members for the additional expenses necessarily incurred in staying overnight away from their main home for the purpose of performing their parliamentary duties.”

14. Paragraph 2.1.2 provides that PAAE may be claimed:

*“If your main home is in the constituency, for overnight stays in London*

*If your main home is in London, for overnight stays in the Constituency”*

The expression ‘main home’ is defined in the Green Book as follows:

*“Main home is the term used in the Green Book for the term ‘only or main residence’ as used in the applicable Resolutions of the House and the relevant legal provisions. It is for a Member to determine where his or her main home is based on his or her circumstances. It must be in the UK.”*

## **My Inquiries**

15. I wrote separately to Mr and Mrs Keen in substantively identical terms on 25 June 2009,<sup>28</sup> inviting their comments on the complaint. I asked in particular about the circumstances in respect of the acquisition of their central London and Brentford properties, including dates, a brief description of the accommodation, and financial arrangements; and the reasons why each of them had designated their Brentford property as their main home. I also asked how many nights they had each spent in their Brentford property and in their London property in each of the last seven financial years, saying that I appreciated that this was likely to be an estimate, but that I hoped that they could draw on their diaries and other evidence to provide the information.

16. I also specifically asked about the circumstances surrounding the reported building work on Mr and Mrs Keen’s Brentford property, including the period of the work; if (and if so, when) it had become uninhabitable and why; how many nights they had spent there to date since the work began; why the Council appeared to have intervened, and when they expected to resume living in their Brentford property, together with documentary evidence of the work, their dispute with the builder and their correspondence with the Council. Finally, I asked how much Mr and Mrs Keen had each claimed against the ACA for their London property, what the claims were for, and how they were divided between them; and what consultations they had had with the House authorities about the designation of their main home and what advice they may have received in response.

17. Mr and Mrs Keen sent me a joint reply on 20 July.<sup>29</sup> They said that they had purchased their two-bedroom London flat close to Parliament in May 2002 *“in order to assist us to carry out our parliamentary duties more efficiently”*. The purchase of the flat had been financed by an interest-only mortgage. They had lived in their house in Brentford for

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<sup>28</sup> WE 4

<sup>29</sup> WE 5

“more than 22 years”. They commented that “Brentford has been our only ‘real family home’ for the majority of our life together. It has always been our main—and only ‘home’”. They explained that their routine had remained unaltered for most of their years in Parliament together “so we are able to explain our pattern of life without the need to refer to diaries”. Mr and Mrs Keen said that when the House was sitting they normally travelled into London on the same day of the week and spent three nights there before returning to Brentford. “This varies depending on voting demands and/or meetings either in Parliament or our constituencies. It is worth mentioning that, although we would prefer to travel together it is only occasionally possible because of different constituency and parliamentary demands.” They added that each of their Westminster offices remained fully staffed and open throughout every recess.

18. Mr and Mrs Keen said that their Brentford home had only two separate bedrooms, one of which had been used by one of their sons for most of the past 12 years. They had decided to have the loft converted into a third bedroom and other alterations to make it possible for members of their family to stay with them. Preliminary work had started in the summer of 2008 and Mr and Mrs Keen had continued to use their summerhouse right through until December. They commented, “We were promised that we would be able to return in December and were looking forward to family staying with us in our house for the first time ever at Christmas. There was a £500 per week penalty clause inserted into the contract to enforce this”.

19. Mr and Mrs Keen said that they “became more and more concerned at the lack of progress and began to realise that the building work was not going to plan and that the work was seriously substandard”. They had asked a friend, “more experienced in building work than we are, to look at the state of the house and were advised that it was necessary, immediately, to ‘lock the doors’ on the builders and seek expert and legal advice”. They attached a letter of 29 May 2009 from a firm of consultants they had formally instructed on 7 May to prepare a valuation report, and a copy of the report that firm had prepared.<sup>30</sup> The valuation in the report was solely designed to provide a commercial guide to the expected reasonable costs of the works that had been completed by the builder, following a non-intrusive site inspection. Amongst other things, the report summarised the progress made against what it described as the builder’s “client brief” and the project and development brief of April 2008 that the builder said had been received from Mr and Mrs Keen. The report valued the builder’s work at about £31,000, net of value added tax.

20. The report estimated the construction duration for the works carried out to date at eight weeks. It drew attention to incomplete works on all floors of the house, and to a number of aspects which the Building Control Officer, who had attended the site, considered did not meet the relevant Building Regulations. The most significant of these were the damp proofing of the new floor in the basement, the new staircase to the loft, and the proposed third bedroom in the roof which, as built, would not be certifiable as “habitable space”. Mr and Mrs Keen said that the valuation report “illustrates the building problems we encountered”.

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<sup>30</sup> Not included in the written evidence.

21. Mr and Mrs Keen said that *“At no point did we ever regard Brentford as anything other than our main home. We were forced to board up the main house in December. We continued to have our post delivered to Brentford until squatters moved in recently and then had the letters held at the Brentford Sorting office for us to collect.”* They had obtained a court order requiring the squatters to vacate the property, but *“because of an allegation of a serious assault whilst they were in occupation, the police had to escort the squatters from the house which became a ‘crime scene’.”* Mr and Mrs Keen said that this had added a further delay, but now the squatters had vacated they were having the post delivered again to Brentford. They commented, *“We are hopeful now that what has been a traumatic experience for us is over.”*

22. Mr and Mrs Keen said that a meeting was scheduled with the Planning Department at the London Borough of Hounslow on 22 July. They commented, *“The first part of the building work is planned to start in the next few days and we will move back in as soon as possible—hopefully in a few weeks.”*

23. Mr and Mrs Keen said that there had been three main reasons for the delay in sorting out the problem. The first was that *“The original builder was ‘impossible’ to deal with in any sensible way—and still is”*. The second was that they had had to secure an additional mortgage in order to complete the work. They commented, *“This was not easy because of the financial crisis. In the end we were forced to move our bank accounts to another bank in order to achieve this—quite a lengthy process”*. The third was that *“it was essential to obtain an independent valuation of the work completed to date as the original builder was insisting everything was fine and wanted more money. The valuation shows that we have over-paid by many thousands of pounds.”*

24. With regard to the article which had appeared in the Hounslow Chronicle,<sup>31</sup> Mr and Mrs Keen said *“we do not know the sequence of events or how and why the newspaper came to print that the Council intended to take our house into its possession. We asked the Council for full details on a Freedom of Information request but feel we have not received a full answer yet”*. They said that the article *“had appeared ten days before we received the London Borough of Hounslow letter. The letter was not signed and appeared to be a standard letter which included an outline of the 2004 Act but also stated that if we were renovating our house they may be able to help and we may well qualify for a grant!”* Mr and Mrs Keen commented, *“This could hardly be more different from the newspaper report that ‘our house was going to be taken from us by the Council for social housing’”*.

25. Mr and Mrs Keen enclosed a copy of the letter from the London Borough of Hounslow, sent on 15 June 2009.<sup>32</sup> The officer said that he wanted to discover why the property was empty and what steps were being taken or it was intended to take to ensure that the property became occupied. It outlined four groups of *“the most common reasons”* for a property being empty, one of which was that it was currently being renovated. The letter said that in such cases *“you may be eligible for grants or loans towards the cost of the works, there are many available depending on your circumstances”*. It also outlined the statutory

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<sup>31</sup> WE 2

<sup>32</sup> WE 6

powers the Council had in respect of properties that had been left uninhabited for six months or more, if it was apparent that the owner had no intention of bringing the property back into use, to take over running it and to bring it back into use by force.

26. Mr and Mrs Keen said that they had each claimed £17,207 against their ACA in 2008–09. Their aggregate claims had been made up of mortgage interest of £27,231, service charge of £4,670, council tax of £2,059, ground rent of £300, and telephone charges of £154.<sup>33</sup>

27. Mr and Mrs Keen said that *“when we embarked on our attempt to add an extra bedroom and to refurbish what is quite an old Victorian end terrace house, we did not consider that possibly having to vacate for what should have been a relatively short time would contravene any rules. There was never any doubt in our minds that this was, and always would be, our main home”*. They said that they had *“contacted the Fees Office with an update of the delays we were experiencing and were informed that our plight was regarded as exceptional circumstances and that it did not jeopardise our right to claim Additional Costs Allowance”*.

28. Mr and Mrs Keen said that they had *“continued to pay the cost of our main home. We have continued to pay the full council tax, water charges, mortgage interest, TV Licence and our private telephone charges as well as gas and electricity bills. Our post has always been delivered to Brentford. At no time did we allow our constituents to suffer a reduced service. We have worked from our home in Brentford and from constituency offices. When we have been unable to stay at Brentford and have travelled between central London and our constituencies more than would normally be the case, we have not claimed mileage allowance for the extra journeys involved.”*

29. Mr and Mrs Keen also attached to their letter a copy of a letter of 10 June 2009 from the Director of Operations, Department of Resources.<sup>34</sup> This letter had been sent in response to a letter which Mrs Keen had sent to the Director on 18 May.<sup>35</sup> He thanked Mr and Mrs Keen for confirming their main residence, and noted that Mrs Keen had discussed with him the problems they were having with the building contractors. He said, *“Mrs Keen explained how matters have gone seriously awry with building work and how this has prevented you both living in your main home for some months. I also understand this position is likely to persist for some further time.”* The Director continued, *“Prior to April 2009 the Green Book rules were that your main home was where you spent more nights than any other. From April the rule is, in effect, a nomination based on where a reasonable person would identify their main home. I can understand your concern that your current predicament may have an unintended consequence of altering what others might consider to be your main home. However, on the details you provided to me, as set out above, I am satisfied that at this time you can continue to nominate your Brentford house as your main home.”* He went on to say, *“If the problem continues for some time ahead I would suggest a further conversation later this year.”*

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<sup>33</sup> For the figures supplied by the Department of Resources, see WE 16 and WE 31, and paragraphs 46 and 91 below.

<sup>34</sup> WE 7. Mrs Keen's letter of 18 May 2009 to the Director is reproduced as WE 22.

<sup>35</sup> WE 22

30. I wrote separately to Mr and Mrs Keen in substantively identical terms once again on 23 July.<sup>36</sup> I said that I would welcome some further information based on the questions I had set out in my letter of 25 June,<sup>37</sup> and on the points they had made in response. I asked Mr and Mrs Keen if they could give me information on the size of the interest-only mortgage which they had raised on their central London property, whether that represented the full purchase price of the property, and what that price was. I also asked for a brief description of the accommodation they had both in central London and in Brentford, and details of the financial arrangements (such as mortgages) for the Brentford property.

31. I asked Mr and Mrs Keen if they could give me more detailed information about the number of nights they had each spent in London, in Brentford and elsewhere from April 2002 to March 2009, as this information was central to the determination of the location of their main home. I noted that, from June 2003, the definition of a main home was one where the Member normally spends more nights than any other, and commented that the division between Brentford and London which they had given me was too broad to enable me to form a judgement about whether they had met this part of the rule or whether there were exceptional circumstances (such as their building work) to set the normal expectation aside. While acknowledging that it might be difficult to identify this information, I asked Mr and Mrs Keen if they could each therefore give me worked-up estimates for each of the seven years in question—which I recognised might be different because of their different commitments.

32. I asked for more information about the timing of the building work on the Brentford property. I said that it would appear from the survey that the other alterations in addition to the third bedroom were very substantial and affected all parts of the house. I asked whether, had the work gone as planned, Mr and Mrs Keen had intended to continue living in the house during the period of the works—which would appear to have been intended to cover a period from July to December 2008. I asked also, if that had not been the intention, for what period Mr and Mrs Keen had expected not to be living there, and what alternative accommodation they had arranged. I added that it would also be helpful if they could explain their reference to the use of a summerhouse, and when they did in fact vacate the property.

33. I asked Mr and Mrs Keen for a breakdown of their claims against the Additional Costs Allowance for the period from April 2002 to March 2008 similar to the one they had already provided for 2008–09. I asked also for a copy of any response they had sent to the letter of 15 June from the empty property officer for the London Borough of Hounslow.<sup>38</sup> Finally, I asked Mr and Mrs Keen to let me know as soon as they had moved back into the house, which I noted they expected to do in the next few weeks.

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<sup>36</sup> WE 8

<sup>37</sup> WE 3

<sup>38</sup> WE 6

34. Mr and Mrs Keen sent me a joint reply on 4 September.<sup>39</sup> They said that the purchase price of their London flat had been £500,000, and the addition of fixtures and fittings, stamp duty, solicitor's fees etc had brought the total cost to £527,000. Their mortgage provider had been willing to grant a mortgage for £520,000 by taking a charge on Mr and Mrs Keen's Brentford home in addition to the flat. They had paid the balance of £7,000 from their own resources. They also said that the flat consisted of two bedrooms, a small storage/office room, lounge and small kitchen.

35. Mr and Mrs Keen said that their Brentford home consisted of two bedrooms, kitchen, lounge/diner, basement and summerhouse. The same mortgage provider had originally agreed to a loan/mortgage of £64,000 to be repaid over five years secured on the Brentford property to cover part of the cost of the improvements to the house. Mr and Mrs Keen said that, as soon as they had realised that the work was substandard and inadequate they had also realised that they would need a further loan in order to complete the refurbishment. However, the mortgage provider's rules applied a strict age limit and they were unable to offer an additional advance. Mr and Mrs Keen said that they had been able to secure an advance from a different bank which had enabled them to continue with the work at Brentford. They said that this *"took some time but eventually we were offered a complete refinancing deal; a new mortgage of the same amount of £520,000 on the London flat and a new mortgage of £108,000 on our Brentford home."*

36. As to the allocation of nights between their Brentford and London homes, Mr and Mrs Keen said, *"We have no diary records but it is possible to make an accurate calculation of the nights spent at each of the two locations because we have always adhered to the same routine and over seven years the figures are certain to be accurate within a single percentage point or two. Apart from the recent exceptional circumstances, we have hardly ever stayed in the London flat when Parliament was not sitting."* They attached a schedule in support of their calculation of the number of nights they had spent at the two locations, nights spent away on holidays and parliamentary visits, covering the period from June 2002 to August 2009.<sup>40</sup> A summary drawn from the figures provided by Mr and Mrs Keen on their overnight stays is set out in the table below:<sup>41</sup>

Financial year	Nights in Brentford home	Nights in London home	Holidays and stays with family away from either home	Parliamentary days away from either home
2002-03*	186	86	21	8
2003-04	226	108	21	9
2004-05	226	109	21	8
2005-06	225	109	21	9
2006-07	225	109	21	9
2007-08	219	109	27	9
2008-09	59	205	93	7
2009-10+	0	106	35	6

\*10 months

+ 5 months to 31 August 2009

<sup>39</sup> WE 9

<sup>40</sup> Not included in the written evidence

<sup>41</sup> WE 10

Mr and Mrs Keen said that, in order to calculate the number of nights, they had applied a formula *“based on the routine we have followed since May 2002”*. During weeks when Parliament was sitting they spent four nights a week in their Brentford home and three nights a week in their London flat. They spent most of their holidays in Brentford. Until 2008–09, this pattern was varied only by the comparatively small number of nights (between 21 and 27) which they spent away from either home on holiday or staying with family, an even smaller number (8 or 9) which they spent away on parliamentary business and, in occasional sitting weeks, when an additional night was spent in London because of parliamentary duties.

37. The schedule also showed the extent to which this pattern changed in 2008–09 and in 2009–10 to the end of August 2009. It showed that Mr and Mrs Keen did not stay in their Brentford home at all during non-sitting weeks, including during the 2008 summer recess. When the House returned in October 2008 they spent two nights a week there, instead of their previous four, and they spent five nights a week in London. This pattern continued until the week of 23 November 2008. According to the schedule, Mr and Mrs Keen did not spend any nights at all thereafter in their Brentford home.

38. Mr and Mrs Keen said that the bulk of the work on their Brentford home had been intended to take place from July through to October 2008. They said that it had been agreed with the builder to complete a room at a time and most of this work was re-wiring, changes to bathroom areas, kitchen and internal wall alterations. Mr and Mrs Keen commented, *“If the work had gone as planned we intended to stay for most of the period of the works as most of our friends and certainly our social life over the years has revolved around Brentford. We had an informal arrangement whilst most of the disruption would take place. We could vacate as this was recess and we could be away with family.”*

39. Mr and Mrs Keen said that the summerhouse was located close to but separate from the house at the rear. The space allowed them to have *“a normal office with telephone, PC etc but also ... a fridge, TV and bed/settee”*. It allowed for easy access to the house for toilet and kitchen facilities. They commented, *“Because of access to the main house we had no real difficulties until the end of October/November when the builder misled us into believing that more major construction work was suddenly needed. November became very difficult and by the beginning of December we were forced to stop his work and needed to board up the rear of the property making access impossible”*. Mr and Mrs Keen said that this *“was obviously a very serious situation ... The builder became very nasty and constantly harassed us for money. For the Christmas period we moved to be with family. This was a very distressing time.”* Mr and Mrs Keen said that in January they moved the remaining furniture into storage. They were advised to seek expert and legal advice, and in February had commissioned the independent assessment of the work to date which they had sent me with their previous letter.

40. Mr and Mrs Keen were unable to send me any details of their ACA claims for the period from 2002–03 to 2007–08. They commented, *“Unfortunately, all our accounting details from the 1990s onwards were kept on a very old personal computer which finally ceased to work just over a year ago. We were unable either to print or recover any information from it. We are sure, however that the Finance and Resources Department will*

*have the information. Please let us know whether you wish us to request the details or whether you prefer to obtain the analysis direct.”*

41. Mr and Mrs Keen said that they had not responded formally to the letter from Hounslow Council's Empty Properties Officer as they were *“very unhappy about the whole affair and we are taking advice as to the best way of taking action against the local authority. Our representative is involved in ongoing discussions related to the disputed loft extension with the Planning Department so Council officials are well aware that there is work being carried out on the property.”* They added that the Council *“have always known that our house is not ‘abandoned’ as the newspaper articles attempted to convey”*.

42. Finally, Mr and Mrs Keen set out their *“understanding and interpretation of the accommodation rules”*. They said that they had lived in their Brentford home since early 1987 and had *“always returned to it as quickly as possible whenever our parliamentary duties have allowed. It has always been our home.”* It *“never occurred to us at any time that our decision to move out temporarily to have alterations to the house would in any way invalidate our Additional Costs Allowance. Of course, at no time did we ever contemplate being unable to live at Brentford for such a long time. The extension of the time came in gradual steps as we experienced a series of new problems; each one adding to the list”*. They said that they had recently met with a senior official at the Department of Resources *“and have kept him informed of our progress to date”*.

43. I replied to Mr and Mrs Keen on 9 September.<sup>42</sup> I said that I was now consulting the Department of Resources and would ask the Department to let me have details of their ACA claims on their London home. I asked Mr and Mrs Keen to clarify for me as soon as they could whether or not they had returned to living in their Brentford home, as it was not clear from their response whether they had done so. I also sent them a copy of Mrs Berkane's letter of 25 June,<sup>43</sup> and invited their comments on it.

44. Mr and Mrs Keen replied on 21 September.<sup>44</sup> They said that they expected to be able to move back into their Brentford home *“by the end of the summer recess. Work on the house is progressing well.”* Mr and Mrs Keen enclosed a copy of their *“provisional response”* to the London Borough of Hounslow's letter, in which they confirmed to the Council that their Brentford house was in the process of refurbishment.<sup>45</sup> I replied to Mr and Mrs Keen on 24 September, saying that I had noted each of the aspects of their response, and would be sending a copy to the Department of Resources.<sup>46</sup>

45. In the meantime, I had written to the Director of Operations at the Department of Resources on 9 September, and invited his comments on the complaint and on Mr and Mrs Keen's response.<sup>47</sup> I asked in particular for his comments on the circumstances which Mr and Mrs Keen had described in respect of their Brentford home in 2008; his views on

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<sup>42</sup> WE 11

<sup>43</sup> WE 3

<sup>44</sup> WE 12

<sup>45</sup> WE 13

<sup>46</sup> WE 14

<sup>47</sup> WE 15

what impact that may have had on the identification of the property as their main home; and what impact it had on the propriety of their claims once they no longer had access to that property at the end of November 2008. I asked if he could let me have information about the ACA claims for their London property, including what the claims were for and how they were divided between Mr and Mrs Keen, whether either Mr or Mrs Keen had consulted the Department at any stage about their circumstances, including the most recent contacts with him which they had referred to in their letter of 4 September<sup>48</sup>, and whether they had informed him of the timing of their return to living in their Brentford home. On 24 September, I also sent the Director a copy of Mr and Mrs Keen's letter of 21 September and the enclosure, in case he wished to reflect on it in his reply to my letter of 9 September.<sup>49</sup>

46. The Director of Operations replied on 21 October.<sup>50</sup> He attached a summary record of Mr and Mrs Keen's ACA and Personal Additional Accommodation Expenditure (PAAE) claims for 2008–09 and 2009–10.<sup>51</sup> He commented, *"You will note that for 2008–09 their claims are similar and consist of mortgage, service charge and council tax and these are generally shared between them. Mr Keen was reimbursed for the cost of the ground rent and the occasional telephone bill."* The Director also noted that the PAAE rules had changed for married couples from May 2009, such that married couples who were both Members could now claim only to the value of PAAE for a single Member. He said that, for 2009–10, Mr and Mrs Keen had determined that Mrs Keen alone would claim PAAE.<sup>52</sup>

47. The information provided by the Director on Mr and Mrs Keen's ACA claims for 2008–09 and Mrs Keen's PAAE claims for 2009–10 is summarised in the following table:<sup>53</sup>

	Alan Keen MP ACA Claims in 2008–09 (£)	Ann Keen MP ACA Claims in 2008–09 (£)	Ann Keen MP PAAE Claims in 2009–10 (£)+
Mortgage	13,797	13,797	5,000
Council Tax	1,029	1,438	823
Service Charge	3,406	3,406	2,531
Telephone charges	154	---	77
Ground rent	300	---	---
<b>TOTAL</b>	<b>18,686</b>	<b>18,641</b>	<b>8,431</b>

+ To 20 July 2009

The information provided by the Director also stated that an end of year reconciliation by Mr and Mrs Keen had led to a joint repayment of £2,644 in respect of their ACA claims for 2008–09.<sup>54</sup> This repayment is not included in the above table.

<sup>48</sup> WE 9

<sup>49</sup> WE 12

<sup>50</sup> WE 16

<sup>51</sup> WE 17

<sup>52</sup> When interviewed on 19 January 2010, Mr Keen said that Mrs Keen had claimed for the first half of the year and that he was claiming for the second half. See WE 29 and paragraph 78 below. On 16 February, the Director of Operations wrote to me to say that he now understood that Mr and Mrs Keen had decided that they would each claim a proportion of the total PAAE available to them. See WE 31 and paragraph 91 below.

<sup>53</sup> The Director subsequently reported that Mr Alan Keen claimed against his PAAE, in October 2009, for a £87 telephone bill for July to October 2009. See WE 31 and paragraph 91 below.

48. The Director said that, in respect of the issues raised in the complaint, contact between Mr and Mrs Keen and the Department had been, to the best of his knowledge, two substantive discussions with him and an exchange of correspondence. In early May 2009, he had had a telephone conversation with Mrs Keen. She had explained the slow progress of the building work, and that she and her husband were now in serious dispute with the builder. He commented, *“My recollection of the details coincides with the information Mr and Mrs Keen have provided to you.”* On 18 May, Mr and Mrs Keen had written concerning their current home circumstances. He had replied on 10 June,<sup>55</sup> confirming the position and agreeing that in the exceptional circumstances described he was prepared to accept that their Brentford home could continue to be recognised as their main home for the purpose of PAAE. He had suggested a review of the position before the end of the year. On 3 September, he had interviewed Mr and Mrs Keen as follow-up to the letter of 10 June. He commented, *“They confirmed that they expected to be able to re-occupy their main home in October. I agreed in principle that PAAE could continue to be claimed on this understanding.”*

49. The Director said that two issues arose as a result of these exchanges. First, he noted that *“it was almost six months before the Department was advised by Mr and Mrs Keen that they were no longer occupying their main home”*. He said, *“It would have been a sensible precaution for them to have done so earlier, but I would accept that it would only have become apparent to them that their house renovation was seriously going wrong at some point after December, by which time their priority and their energy was devoted to trying to retrieve the situation.”* Second, he posed the question as to whether it was right for the Department to have accepted that Mr and Mrs Keen's Brentford home continued to be their main home even though it was not occupied by them for some ten months. He said, *“A first consideration here was whether to accept that Mr and Mrs Keen continued to have both a main and additional home. They paid council tax for both properties and they informed me that they continued to be registered for electoral purposes at their Brentford address and that they had every intention of returning to their Brentford home once it became habitable. On the basis of this evidence I concluded that they did indeed continue to have two homes.”*

50. The Director went on to say that the question then arose as to whether Mr and Mrs Keen's main home was no longer their Brentford home but instead that their main home had become their central London home by virtue of its full-time occupancy for the period in question. He commented, *“If this was the case then, arguably, they could have claimed reimbursement for the costs of their Brentford home but would have been prevented from claiming against their central London home.”* The Director said that *“The 2009 Green Book provides the Department with the authority to administer rules”*. He continued, *“Where there is disagreement the Members' Allowance Committee, and since July the Members Estimate Committee, are empowered to decide. In this case my consideration involved the fact that Mr and Mrs Keen considered their Brentford home to be their family home: I was informed that it was where their children grew up and where they had a circle of friends. I noted from our records that Brentford was their nominated main home since our records on this began. I also noted that legitimate costs continued to be incurred (council tax etc) and*

<sup>54</sup> For the figures supplied by Mr and Mrs Keen for their ACA claims in 2008-09, see WE 5 and paragraph 25 above. Their total figure is £169 less in aggregate than the total of the figures in the table, less the joint repayment.

<sup>55</sup> WE 7. This letter is summarised at paragraph 28 above.

*that such costs could have been claimed on their Brentford home if they had decided to change their nomination. It is also the case that from May there was a strong presumption against Members swapping the designation as between their main and additional homes.”* The Director said that *“On this basis, I was satisfied in May 2009 and again in September that it was reasonable to continue to allow Mr and Mrs Keen to nominate their Brentford address as their main home.”*

51. The Director also said that on both occasions his decision *“was not an open-ended commitment on behalf of the Department.”* The first decision had been reviewed after about four months, a process that he said Mr and Mrs Keen had agreed to beforehand, and on the second occasion the decision was *“on the understanding that they were in readiness to reoccupy their Brentford home in October”*. He added, *“Had the Department been informed of a much longer period of non-occupancy then a different decision could not have been ruled out.”*

On 22 October, I wrote to Mr and Mrs Keen, enclosing copies of my letters of 9 and 24 September to the Director of Operations in the Department of Resources, and his response of 21 October.<sup>56</sup> I asked them to clarify a number of points. The first was the date when they had moved out of their Brentford home because it was uninhabitable. The second was the reason why they had not informed the Department until May 2009 that they were no longer able to live at their Brentford home and, given that they had left it for that period, why they decided to notify him then. Third, I asked Mr and Mrs Keen to clarify the full sequence of events from December 2008 to October 2009, as I needed to know more about the actions they had taken in respect of the building work problems over this period. I said that this would include their contacts with the builder in question, and with the valuer, and also any other contacts, including legal advisers, with relevant dates for each contact. I asked if they had, for example, considered claiming against insurance for any of the extra costs generated. I also asked them to clarify when the valuation assessment had been commissioned, given that their letter of 4 September<sup>57</sup> said it was commissioned in February 2009, whereas the letter of 28 May from the valuer<sup>58</sup> which they had enclosed with their letter of 20 July<sup>59</sup> suggested that the firm had written to them on 21 April and that they had then instructed them on 7 May. Fourth, I asked Mr and Mrs Keen for the date on which they had moved back to take up residence in their Brentford home, and finally I asked whether they had sent a letter further to their letter of 21 September to the London Borough of Hounslow<sup>60</sup> to inform them that they had now resumed residence.

52. Mr and Mrs Keen replied on 8 November.<sup>61</sup> As to the date when they had moved out of their Brentford house, they said that they had *“locked out the builder by arranging for the rear of the house to be boarded up and secured in the second week of December 2008. This made it impossible to access the house from the summerhouse and therefore impracticable to*

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<sup>56</sup> WE 18

<sup>57</sup> WE 9

<sup>58</sup> Not included in the written evidence

<sup>59</sup> WE 5

<sup>60</sup> WE 13

<sup>61</sup> WE 19

*stay overnight.*” As to the reason for the time delay in informing the Department of Resources, Mr and Mrs Keen said that with their work demands taking virtually all of their working hours, they had been fortunate to be offered the assistance of a friend who undertook to negotiate with the builder. They commented, *“His assistance was invaluable but his working at arms’ length from us extended the time scale.”* Mr and Mrs Keen continued, *“After ejecting the builder, we expected the work would be completed in a matter of weeks but problem after problem arose and the time slipped past. Of course, had we had any idea that the work would be delayed into the spring we have no doubt that we would have consulted the Department of Resources immediately.”*

53. Mr and Mrs Keen said that the reason they had boarded up the house was in order to stop the builder from doing further damage. It had been their intention to engage a new builder immediately and *“we presumed the house would be completed within a few weeks”*. They had expected the original builder *“to accept that the work was sub-standard; that he had grossly overcharged us, and we had little doubt that he would withdraw quietly. However, our adviser found it impossible to deal with him as he changed his mind after appearing to agree to withdraw and then threatened to sue for the balance of the contracted price. It was obvious that it was essential to have the work to date valued by an independent company ...”* Mr and Mrs Keen said that it was *“difficult to remember the exact dates but we recall that the fruitless negotiations with the builder extended past the end of February”*. They said that it had been in February that the valuer had visited the house. Following that visit they had been invoiced for £776.25 and had expected to receive a written valuation but, after waiting some time, they had been informed that the first visit was to assess the work and give advice but that *“a further scrutiny was needed if we wished to have a written valuation of the work”*. Their adviser had discussed the problems with the valuer in April and Mr and Mrs Keen had given instructions *“in early May for a full valuation that would withstand legal scrutiny”*. Mr and Mrs Keen commented, *“We were invoiced for a further £1,380 for the full written valuation that showed the total value of the work as less than £32,000 having paid more than £80,000 before the end of November 2008”*. They added that they had mentioned in an earlier letter<sup>62</sup> that a further delay had been caused by the difficulty in negotiating a new mortgage.

54. Mr and Mrs Keen said that they had first been able to move back to stay in their Brentford home in early October, and that there was still some work to be completed. They said that the original builder had failed to finalise the detailed planning permission for the loft extension *“so that will have to wait for a final resolution”*. They were also waiting for the delivery of some doors to be fitted to the rear of the house. Mr and Mrs Keen had not felt any need to communicate further with the London Borough of Hounslow. They commented, *“We know they have always been fully aware, even before the squatters moved in, that our home was never ‘derelict’. We are awaiting a decision as to how we should address the Council’s liability in this serious issue.”*

55. In the meantime, I had replied on 22 October<sup>63</sup> to the letter of 21 October from the Director of Operations at the Department of Resources.<sup>64</sup> I noted that he had had a number

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<sup>62</sup> See WE 5

<sup>63</sup> WE 20

of contacts with Mr and Mrs Keen earlier in the year, and asked if I could have copies of any records kept by the Department of these exchanges and of the review in September 2009, other than the Director's letter of 10 June to Mr and Mrs Keen, a copy of which I already had.<sup>65</sup>

56. The Director of Operations replied on 28 October.<sup>66</sup> He attached a copy of a letter of 18 May he had received from Mr and Mrs Keen.<sup>67</sup> They said in that letter that they had written "*to confirm the extraordinary circumstances that we found ourselves in*". They continued "*Our house in Brentford has been undergoing a loft conversion and other major refurbishment and we hope to be able to return in the near future. We were expecting to be able to move back in well before Christmas but have experienced serious problems with those responsible for the work. We have lived in our home in Brentford for over 22 years and it continues to remain our 'main' residence*". The Director had replied on 10 June,<sup>68</sup> and his reply is summarised at paragraph 28 above. The Director commented, "*Both these letters are in effect the record of the conversation Mrs Keen and I had prior to 18 May. In that conversation we agreed that an exchange of letters would be the best way in which to document our discussion. No other formal or informal record exists.*"

57. The Director also attached an e-mail he had sent to Mr Keen on 11 September, which he said recorded in brief the discussion Mr and Mrs Keen had had with him the previous week.<sup>69</sup> In his e-mail, the Director expressed sympathy with "*the very unfortunate predicament you have found yourself in*". He said that there was "*a question of continued eligibility for PAAE because your main home is still not habitable*", which he needed to clarify for them. To ensure that he had the chronology correct, the Director set out his recollection of Mr and Mrs Keen's description of what had occurred at their main home in Brentford. He noted that building work had started in August 2008, and that they had continued to be able to live in their main home although for some of this time this was in "*the small detached annex*". By December 2008, building work was "*now obviously not going to plan*" and in January 2009 Mr and Mrs Keen had been forced to move out as there was no longer access to some of the main house amenities. In May, Mrs Keen had contacted him by phone and then letter about their continued inability to occupy their Brentford home, and he had replied in June 2009. Also in June, squatters had moved in to the property. They were evicted in July 2009, the eviction having been delayed because house had become a crime scene. New builders had begun rectification work in August 2009. This work was expected to end in October 2009, when Mr and Mrs Keen's main home would become habitable again.

58. The Director also attached Mr Keen's e-mail reply of 18 September.<sup>70</sup> In this, Mr Keen had said that the Director's recollection of their outline of the events was "*correct that it was in mid December when we realised there was a serious problem with the standard of work but we acted immediately at that time rather than wait until January. We changed the*

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<sup>64</sup> WE 16

<sup>65</sup> WE 7. This letter is summarised at paragraph 28 above.

<sup>66</sup> WE 21

<sup>67</sup> WE 22

<sup>68</sup> WE 7

<sup>69</sup> WE 23

<sup>70</sup> WE 24

*locks to ensure the builder could not add to the problems he had already caused. We had to board up the rear of the house because the builder had left the back completely unsecured. Because of that we could no longer access the house from the summerhouse which we were using until then. It was December 2008 rather than January 2009 when we could no longer stay at Brentford.”*

59. Finally, the Director also attached “for completeness” two records from the Department's telephone helpline log and Members' Centre log.<sup>71</sup> The first related to an enquiry Mrs Keen had made in March 2007 about her ACA budget, and the second to an enquiry Mr Keen had made in June 2009 about the arrangements for claiming interest in relation to their second home. The Director said that these recorded the only detailed conversations the Department appeared to have had with Mr and Mrs Keen about the ACA. As the Director suggested, neither appeared to relate to this inquiry.

60. I wrote to the Director again on 29 October, asking him about the relationship between the decisions he was making on this case and my inquiries into this complaint.<sup>72</sup> I said that it would seem that his initial decision, which he had communicated to Mr and Mrs Keen on 10 June,<sup>73</sup> was made in advance of my receipt of this complaint, which was first sent to me on 24 June.<sup>74</sup> By September, when the Director had his second series of exchanges with Mr and Mrs Keen, my inquiry was already underway. I asked the Director if he had been aware of this at the time and, in particular, whether either Mr or Mrs Keen had referred to this when he had met them on 3 September.

61. The Director replied on 6 November.<sup>75</sup> He confirmed that when he first spoke to Mrs Keen in May and at the time of his first letter to Mr and Mrs Keen, he had no knowledge of any complaint. He also confirmed that “*such a possibility was not discussed with Mrs Keen*”. The Director continued, “*Subsequently, of course, Mr and Mrs Keen's circumstances became the subject of much national media coverage. The Department keeps abreast of such matters. I was therefore aware of the likelihood that a complaint had been made and of the possibility that this would become a formal investigation by you. I believe this was mentioned in the media at the time. However, my letter of 10 June to Mr and Mrs Keen was clear that a review later in the year would be necessary if their home circumstances did not change significantly and my meeting with them in September, which was initiated by my office, was about this matter and nothing else.*”

62. The Director recalled that the meeting had been brought forward because of a bereavement in Mrs Keen's family, as otherwise “*diaries meant that it might not have been possible until several weeks later*”. He said that the purpose of his request for a meeting had been “*to establish the facts as they existed in September. The substantive discussion was about this and nothing else. I cannot exclude the possibility that a marginal reference to the complaint was mentioned in the general course of the discussion and my memory of the*

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<sup>71</sup> Not included in the written evidence

<sup>72</sup> WE 25

<sup>73</sup> WE 7

<sup>74</sup> WE 1

<sup>75</sup> WE 26

*conversation is that it was, but at no time did this form a discussion topic in its own right.”* He continued, *“Mr and Mrs Keen did not ask for or otherwise solicit advice from me about the complaint, nor did I presume to offer any.”*

63. I wrote once more to the Director of Operations on 9 November.<sup>76</sup> I said that it would appear that at a meeting with Mr and Mrs Keen on 3 September he had established the facts about the sequence of events in relation to the building works at their home in Brentford, and had then agreed in principle that PAAE could continue to be claimed by them on the understanding that they expected to re-occupy their main home in October. I asked to see any written record of that decision giving his agreement in principle.

64. The Director replied on 16 November.<sup>77</sup> He said that he could *“confirm that no other documents exist”*. He continued, *“To clarify the position, when I saw Mr and Mrs Keen on 3 September I indicated to them that I might want to consult others, but that in principle I was content for the Department to meet claims on their additional home until the end of October. After further consideration, including verification of the chronology of events by Mr Keen ... I concluded that further consultation with others was not necessary and that my decision to allow them to continue to nominate their Brentford property as their main home could stand.”*

65. I interviewed Mr and Mrs Keen on 19 January 2010, having postponed the interview from 16 December 2009 at their request.<sup>78</sup> I said that I had invited them to give evidence together because, as I understood it, they took a common view on the issues raised. They agreed that this was the case. Mrs Keen confirmed that they had bought their Brentford home in 1987 and had lived there ever since, and that their adult son had lived there with them *“for about twelve years”*. She also confirmed that they had bought their London flat in 2002, at an overall cost of £527,000, and that they had raised an interest only mortgage of £520,000 in order to buy it, for which they had claimed in full against the ACA. Mrs Keen also agreed that she and Mr Keen had each claimed about £18,600 from the ACA in 2008–09, covering the mortgage interest, service charges, council tax, ground rent and telephone costs of their London flat.

66. Mrs Keen told me that they had planned an extension and refurbishment of their Brentford home in the spring of 2008. Before that, they had owned it outright *“but we had not long paid off the mortgage”*. The building work proper had begun around July 2008, but Mrs Keen added that they began *“in May/June [2008] with tasks such as emptying the loft. We had help from the people who would do the building work”*. Mr and Mrs Keen had undertaken the work *“so that members of our family could all stay with us. We were always told that the December deadline would be met.”* Mrs Keen confirmed that it had been intended that the bulk of the work would have been completed by October.

67. Mrs Keen agreed that throughout most of that time, they had been able to live in the Brentford home, or at least in the annex at the back, gaining access to the house to use the

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<sup>76</sup> WE 27

<sup>77</sup> WE 28

<sup>78</sup> WE 29

kitchen and bathroom.<sup>79</sup> She said that the annex was “*a modern brick built annex, converted from a garage, with an office and sofas, with electricity but no plumbing. For that you have to go into the main house. But it is only a few steps away from the French windows.*” However, the work did not go according to plan, and the problems with the building work reached such a stage that Mr and Mrs Keen had had to board up the house in December 2008. From then on they could no longer live there because “*we had no access into the house from the back of the property*”.

68. Mrs Keen said that they had accepted the offer of help from a “*friend of a friend*” to negotiate with their builder, and that these negotiations “*ended in about March. The friend had pointed out that we were bound by our contract with the builder. He had said either you agree on arrangements to finish the work or you both walk away from it. The builder kept changing his mind about walking away. It was not until March that he did so. He was very difficult to deal with. We have never had building work done before.*” Mrs Keen confirmed that in February 2009 they had commissioned a firm of valuers to visit the house, and they had provided advice later that month. She commented, “*Our friend suggested that as the builder wasn’t playing ball we should get a report on paper, to use in the discussions with the builder. He recommended the company.*” Mrs Keen agreed that they had decided they needed a written valuation. After discussions in April, they had instructed the valuers in early May to provide one, and it had been sent to them on 29 May. She added, “*We had expected a written valuation in February but that didn’t happen.*”

69. Mr Keen said that they had had to raise a mortgage to pay for the work on their Brentford home, and that the bank with which they already had a mortgage “*don’t give mortgages to people over 70 so we had to look elsewhere. In fact we first realised the difficulties of this when the original builder called an emergency meeting at the very end of November 2008 to ask for more money to deal with problems of subsidence which he said he had found. He said we needed £20,000 to £30,000 more.*” Mr Keen went on to say that they had been “*shocked at what we saw at the house, with walls missing and so on. That was what prompted us to arrange through a friend for someone independent to look at the work in early December, and then to board up the house, which happened two or three days after. We were told that we would have to pay a lot to put matters right.*”

70. Mrs Keen confirmed that they now had a mortgage of £108,000 on their Brentford home. They had planned to start the necessary work with different builders in July 2009. However, squatters had moved in during June and it had taken some weeks for them to be evicted. Mrs Keen added, “*It cost £5,380 in legal fees to prove it was our house.*” Building work had resumed in September. Mrs Keen said that “*it was difficult to find a builder. The squatters delayed the start date and our original choice moved on. So we decided we needed a real specification. We did the specification properly and in detail, launched a tender and found some very good local people who started in September. I wish we had done that before.*”

71. Mrs Keen confirmed that they had been able to move back into the property in October 2009. She said, “*There was still work to do but we could sleep there. The heating was on. The original builder had not obtained planning permission for the dormer, which had to be*

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<sup>79</sup> This is the building previously described by Mr and Mrs Keen as a summerhouse.

removed. We have lowered the ceiling of the floor below and we will settle for a loft window. The bi-fold doors have now been installed, and the stairs have now passed building regulations. It is almost completed.” She agreed that, throughout the period of the works, with the agreement of the Department of Resources given in June and again in September 2009, she and Mr Keen had both continued to claim in the normal way against parliamentary allowances for their London property.

72. Mrs Keen said that they had started to become concerned “when we had a progress meeting in August and there seemed to have been little progress. We were told they had been putting steel beams on pads, and they were waiting for a structural engineer.” Mr Keen added, “Then in August the builders all disappeared on holiday. In September we were told that the roof needed replacing, but when I said that the costs would have to come out of the original estimate, it was never mentioned again.” Mrs Keen said, “We were given further assurances in September/October when the project manager went on holiday ... He told us he had arranged for a replacement to come onsite daily. He said he would have twelve people onsite, and the work would move very fast.” She added, “It could have been the end of October when we realised it was just not possible to be finished by Christmas.” As regards a new end date, Mrs Keen said that they “thought we were talking about January at the worst. The project manager said the delay was down to structural problems and not his fault, and that the Council had not co-operated. He was pressing us to dig out the basement further, which was extra work which we had not asked for and could not afford ... He said they would work weekends, that the end date could slip a week, that it was he who would be the loser because of the penalty clause. We were taken in. It is embarrassing.”

73. Mr Keen explained that they had boarded up the house because “The French windows at the rear of the house had been removed to make way for the bi-fold doors, and boarded up but not securely. The back door to the garden was flapping open with only a boulder behind it to block access. We needed to make it secure.” Their friend had arranged for someone to come and board up the house and, once it had been boarded up “we had no access from the rear of the house”. As to how the squatters could live in the property when they apparently could not, Mrs Keen said, “They came in through the front door. The squatters brought their own camp beds, used the kitchen and set up washing facilities. There were cement bags everywhere, loose wires, exposed copper pipes. But they didn’t seem to mind. They didn’t get into the annex although they tried. But for us to access the kitchen and bathroom from the annex once we had boarded up the house we would have had to go out through the garage doors, to the road and in through the front door.” Mrs Keen did not know if the back door could have been made usable to give them access to the main house. She said, “It was unstable, it didn’t look safe. We were told the safest thing would be to board it up. We didn’t investigate that.”

74. Mrs Keen said that they had not considered the possibility in planning the works that they might have to get out of the property completely. She said, “The agreement was that the builder would do one room at a time. Most of the major work was to the loft. Had it been done properly there would have been no major disruption. It was questionable whether the kitchen would be replaced. In the end we had to do it because the floor was so badly damaged.” She said that they had never discussed contingency plans with the builder. They had not vacated the property because “We didn’t want the house to look like a building site. We asked [the builder] to undertake the work with as little visible disruption as possible. We

*asked him to work responsibly. We asked him not to leave rubbish or annoy the neighbours in any other way.” Mr and Mrs Keen were not insured for unexpected problems with the works. Mrs Keen said, “We thought the builder was, but we weren’t. He was a builder, architect and project manager. He employed the other builders.”*

75. Mrs Keen believed that their adviser who had negotiated on their behalf with the builder had *“his own building company”*. He had not been paid: *“It was done for friendship. He was a friend of a friend. And the boarding up was done for free, because they felt sorry for us. But we did pay for the written valuation. And I got him to send the £750 invoice to me.”* Mr and Mrs Keen subsequently added: *“There were two invoices for the valuation work. The initial one, for £776.25, was originally sent to our friend for payment, but we insisted that it was altered and charged to us. The second invoice, for £1,300 plus for the written valuation, was sent directly to us.”* They had not sought professional advice in December 2008 as their adviser had *“suggested that we should argue with the builder and the outcome would be that the work would be put right. He said it was not worth taking the builder to court, that we would get nothing out of him. And he did go into liquidation in the end. So our friend negotiated with the builder and in January the builder was still saying he was going to finish the job.”* As to why they had not taken immediate action to get the property restored by someone else and sorted out the legal position later, Mrs Keen said, *“Our friend told us that no-one would want to take over the work. There were wires hanging out of the wall—no electrician would give the electrics a certificate. We still had a contract with the original builders. We were contractually required to let them do the work. In January we were still getting letters from their solicitors asking for more money. We only got someone else to take over the work after they went into liquidation. The original builder was demanding £10,000 to walk away.”*

76. Mrs Keen said that they had received an oral report from their valuer in February 2009 *“although we had expected a written report”*. She said that they had commissioned a written report in April even though their discussions with the builder had ended in March because *“We wanted the report to protect us in case the builder took us to court for non-payment. So we commissioned a written report, which we received in May.”*

77. I asked Mr and Mrs Keen why it had taken until October for them to get back into the property given that, in their letter to me of 20 July<sup>80</sup> they had said that they hoped to be back *“hopefully in a few weeks.”* Mr Keen said that the new builders had started work in September. Mrs Keen explained that *“the squatters caused a delay because the builders we had found had to wait while they were evicted, and we drew up a detailed specification. And the house became a crime scene and we had to wait for the police to finish their work on it. After that these builders had other commitments. So we had to find a new building firm.”* Mr Keen said that the planning difficulties with the loft conversion had first been identified through their friend, who *“knew someone who did planning and he told us that what had been done did not meet planning requirements. We now know that the original builder had discussions with the local authority about the dormer, and that he was told that there were*

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<sup>80</sup> WE 5

restrictions on its size because the house is in a conservation area. But I don't believe it went to the planning committee."

78. Mrs Keen did not believe that, looking back, they could have got back to their house earlier had they not been able to live in their London flat. She commented, "*Our lives were so disrupted, sometimes I was back and forth two or three times in one day. I had to change in a local hotel. It would have been much more convenient to be at our home. Usually I would be at home in the gap after my Friday advice surgery. But I couldn't do that. It is much more convenient to be in our main home. In our London flat we don't have people around, we can't have family there.*" Mr and Mrs Keen subsequently added, "*We have always used the London flat for work purposes only and have not used it socially as we would do at Brentford.*" Mr Keen said, "*We have had no social life since we can't invite anyone back. At the moment we are still allowed to claim for the flat. I am claiming against the allowances for the London flat for this half of the year. For the first half of the year Ann claimed. But this allowance is set to stop altogether for us. So we will have to decide what to do.*"<sup>81</sup>

79. Mr Keen confirmed that Mrs Keen and he had spent no nights in their Brentford home during the 2008 summer recess from July to the end of September. He commented, "*We did not stay in Brentford until the start of the new parliamentary term. We went on holiday and stayed with friends and family.*" He also confirmed that, from October 2008, they had reduced the number of nights they had spent in Brentford each week from four to two. Mrs Keen added that she "*might have stayed elsewhere on a couple of these occasions, when I was duty minister*". She said that it remained possible to use the house because "*Some of the furniture was left, as it was to be painted or 'distressed'. And the piano was still there. Some of the furniture went with our son and some went into storage.*" Mr Keen commented that the "*informal arrangement*" which they had said<sup>82</sup> was in place for while the worst of the disruption took place might be better termed "*ad hoc*". "*It was, 'If we are not needed, tell us and we will go.'*" Mr and Mrs Keen subsequently added that the arrangement could be described: "*If it becomes impracticable for us to stay, tell us and we will move out for a temporary period.*"

80. Mrs Keen said that they did not have any arrangement to stay elsewhere in Brentford instead while they could not live in their house. Mrs Keen's assessment of whether, in the light of their experience without their Brentford home, it was possible to say that they could serve their constituents from central London, was, "*We did so, but it was inconvenient*". She did not at any time have to stay overnight in Brentford over that period. She said that they had not claimed for a council tax rebate on the grounds that the property was not occupied: "*We didn't think about it.*" She also confirmed that they had now returned to their previous pattern of four overnight stays a week in Brentford.

81. As to why it had taken Mr and Mrs Keen until May 2009 to raise their predicament with the Department of Resources, Mr Keen said, "*We never thought it would go on so long*

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<sup>81</sup> The Director of Operations, Department of Resources stated in his letter to me of 21 October that "*For 2009-10 Mr and Mrs Keen have determined that Mrs Keen alone would claim PAAE*". See WE 16 and paragraph 45 above. In his letter of 16 February 2010, the Director said that he now understood that Mr and Mrs Keen had decided that they would each claim a proportion of the total PAAE available to them. See WE 31 and paragraph 91 below.

<sup>82</sup> WE 9

*but it did.*” Mrs Keen said, “*It was always ‘By next week we’ll know about this’. We were always expecting news, always expecting a resolution.*” She could not remember what had triggered her call to the Director of Operations, but said, “*It may have been triggered by conversations with other Members. Nevertheless I thought I needed to speak to the Fees Office. I was always concerned about how I managed in relation to the problems, and about publicity.*” She had asked to see the Director again in September because “*he had said to keep in touch. He undertook to put something in writing, and said keep in touch.*” She added that they had not discussed the complaint.

82. I asked Mr and Mrs Keen why they had thought that they had two homes when they could not live in Brentford from December 2008 to October 2009. Mr Keen commented, “*I was aware that I needed to have two homes in order to claim the ACA. I have known this throughout my time as a London MP.*” Mrs Keen said that, despite the difficulties of access which had continued for most of 2009, they considered that their Brentford property remained their home for allowance purposes because, “*In our mind it was still our main home. We only had to leave because of the problems of access, because of the squatters and the crime investigation. We had plans to put right the problems. We expected to be back in the summer of 2009. The piano was still there and other bits and pieces.*” She said that they had used the property during the day between December 2008 and October 2009, commenting, “*I collected the post, and watered the garden in the summer. Our friends helped to clean up after the squatters, and we used industrial cleaners, who dealt with the cement dust. After that we were there more during the day. I met friends there and had meetings with possible builders in the kitchen. In August I put in window boxes and flower baskets. And we trimmed the shrubbery. We started using the house more again once the new builder had replaced the wooden doors and windows. Before that we had no access from the annex. In about September 2009 I could start to take pride in the house again—I changed things, moved things around, put in a new clothes rail. We couldn’t do that before August.*”

83. As to the fact that the principal rule up to April 2009 had been that a Member’s main home was where they normally spent more nights than anywhere else, and that this expectation had not been met by Mr and Mrs Keen from July 2008 to October 2009 in respect of their Brentford home, Mrs Keen said, “*We did not think of that. What happened to us was through no fault of our own. We simply wanted to get back however long it took. We don’t feel we’ve been irresponsible, even if it might be suggested that we could have put in a steel door to give earlier access to the main house. We didn’t mislead anyone about our arrangements.*” As to whether Mr and Mrs Keen’s circumstances should be thought to be an exception to the normal rule, Mrs Keen said, “*We didn’t instigate the problem. I expected the work to be done in the recess, and for my home to be in order for Christmas [2008]. The circumstances that happened caused great cost to us. They were not in accordance with our expectations. We never planned for these.*” Mr Keen commented, “*I could have claimed hotel costs.*” And Mr and Mrs Keen subsequently added, “*If we had re-designated our main home as London, we would, presumably, have been entitled to claim hotel expenses for staying in the constituency for three nights a week.*” In the interview, Mrs Keen continued, “*I believed the situation would be put right, and the project manager would either put it right or walk away. I never envisaged this delay. We weren’t back by the end of June [2009]. Then we should have been in by the end of July [2009] if it were not for the squatters. In the end we had a year away from the home.*”

84. Mrs Keen did not believe that the problems could have been sorted out more quickly if they had had expert help earlier. She commented, *“How? We considered a lawyer in January after we had already spent £89,000, but we didn’t go for that. We asked how we could get the money from the builder or help to get the problems fixed. We were told we were tied into the contract and we would have to continue with him. A lawyer would not have been any quicker ... Everyone said that no electrician would take responsibility for another electrician’s work.”* Mr Keen added, *“We thought we were going through proper procedures”*, and Mrs Keen said, *“We were tied by circumstances. I don’t believe we could have got someone earlier.”*

85. As to whether people might think that Mr and Mrs Keen’s Brentford property could not be called a main home while it was a building site, Mrs Keen said, *“It was my home. I paid council tax, had post delivered there, paid the TV licence, I was in and out until I couldn’t do that any longer. Everyone knows that is my home and I did everything in my power to be back in it. It wasn’t a building site: it was described in the paper as derelict, but derelict houses don’t have post delivered, people going in and out, attending to what they could in the garden.”*

86. Mr and Mrs Keen did not consider that they had received a personal benefit from their claims on their London flat. I noted that one consequence of having the flat was that they had not had to take overnight accommodation elsewhere when they could not occupy their Brentford home. Mrs Keen replied, *“Do you mean I should have stayed in a hotel? ... It didn’t feel like a benefit. It felt like more of an inconvenience. I was trying to fulfil my obligations and duties without letting anyone down.”* As to any suggestion that when they had used their London flat more, it had become a substitute for their main home and that Mr and Mrs Keen should have reduced their ACA claims on account of their personal use of the flat, Mrs Keen said, *“These were exceptional circumstances, as we said in May. I felt that we were allowed to use the flat. The situation was not ‘normal’ as our circumstances were so different. If you are suggesting that I should have thought of a solution and didn’t, and that we stayed in the London flat against the wishes of the House and took a benefit—that didn’t feel like what I was doing. Advice must have been taken before the Director took his decision. But understandably you put it in a different way today ... I asked for advice and did not consider the matter further. The work on our home continued.”* Mr Keen added, *“The taxpayer meets the cost of the allowances so we can do our job. Our second home is within walking distance of the House. We were still doing parliamentary work. It never entered my head that there was a problem.”*

87. I told Mr and Mrs Keen that I would have to consider whether they had more than one home, whether their Brentford home had still been their main home in the period when they did not occupy it, and whether they had received a personal benefit from these ACA claims. Mrs Keen said, *“Are you saying that, after everything that went so wrong, we had a benefit? Have I received insurance money? No. Have I saved any money? No. If the House authorities had said that I couldn’t stay in London I would have done something else. I did feel supported by Parliament through this difficult situation. But a different decision would have forced us to do things differently. The Director said in May that advice would have to be taken before he spoke to us again. And in September he said come back if there were any more problems. He said that so far we had done what has been asked of us.”* Mrs Keen added, *“We never intended to gain in any way.”* As to whether Mr and Mrs Keen might

nonetheless have gained an unintended benefit, in that without the support of their flat they might have had to stay in a hotel on two or perhaps three nights a week, Mrs Keen responded, *“Well, yes, when you put it that way, it did happen. But it was never put to me and so I never considered it. But I can’t say no.”*

88. Finally, in response to my invitation to Mr and Mrs Keen to make any further points they wished, Mrs Keen said, *“I would like to say one more thing. Democracy requires opposition, but the opposition we face from our local Council is not normal opposition. The photo of our home was taken and given to the Council deliberately. Journalists covered the rave on the squatters’ last night in the property and the media gave it publicity and even bought booze. I have had great sympathy from politicians of all parties for what I have gone through. There is a concern that a parliamentarian should go through this. If this happens then such support cannot be bad. The consequences of this will be with me for the rest of my life.”* Mr Keen said, *“The media call us Mr and Mrs Expenses, but we have never claimed for furniture; we do not claim for a TV licence.”* Mr and Mrs Keen subsequently added, *“Although the rules allowed, we have never claimed for the purchase of any furniture, washer/dryer, microwave cooker, TV set or TV subscription”.* At the interview, Mr Keen continued, *“we were never chasing after a benefit. If our London flat was some help it was not on purpose.”*

89. Mr and Mrs Keen wrote to me again on 3 February.<sup>83</sup> They said that *“the notes of the interview explained the technical reasons for the delay in informing the Fees Office”*, and summarised these as *“mortgage difficulties, legal threats and because we never doubted that our problems would be resolved quickly on a weekly basis”*. They continued, *“We understand and agree that it is essential to have a rule ensuring that a second residence close to Parliament could only be legitimately funded by the taxpayer if a ‘first home’ existed. It would obviously be unacceptable for financial support to be given if there was only one home but we have always had two homes.”*

90. Mr and Mrs Keen said that the schedule of their pattern of overnight stays they had submitted to me illustrated that *“Brentford has always been where we spend the majority of our time and it has been our family home for nearly 23 years”*. They continued, *“Throughout the time we were unable to sleep in our home we continued to pay our mortgage, council tax and other services and our post has always been delivered to Brentford other than the period when it was occupied by the squatters when we arranged to collect it from the Brentford sorting/delivery depot. Our circumstances were accepted as ‘exceptional’ by the Fees Office and at all times we served our constituents, attended Parliament and Ann continued with her ministerial responsibilities. We have not claimed the full ACA allowance and Ann has never claimed car mileage allowance since she was elected in 1997. Our explanation of the problems we have endured came about by exceptional circumstances. We therefore consider this to be legitimate because of this agreement by Parliament. We continued to incur personal cost for our first home at the same level as before the building work commenced. We cannot, therefore, see that this can be perceived as a benefit.”*

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<sup>83</sup> WE 30

91. The Director of Operations, Department of Resources, wrote to me again on 16 February about Mr and Mrs Keen's ACA and PAAE claims, following an inquiry from my office.<sup>84</sup> He confirmed that the amounts claimed as set out in his letter of 21 October<sup>85</sup> in respect of 2008–09 remained correct. He confirmed that these were the totals before any repayments were considered. The Director also confirmed that Mr and Mrs Keen had made no repayments other than the £1,321 of which I was already aware. In respect of 2009–10, the Director attached two tables of the amounts claimed separately by Mr and Mrs Keen for PAAE in 2009–10 for the period to the end of September.<sup>86</sup> These tables showed that Mrs Keen has made no further claims beyond those reported by the Director in his letter of 21 October. They also showed that Mr Keen had made no claims in that period, although an October claim which the Director had included in the table for completeness included an £87 phone bill for July to October 2009. Finally, the Director said that in his letter of 21 October he had said that Mrs Keen alone would claim PAAE (so that PAAE was claimed to the value only of one entitlement as reflected in the Speaker's statement of May 2009). He commented, *"I now understand that Mr and Mrs Keen have decided that they will each claim a proportion of the total PAAE available to them."*

### Findings of Fact

92. Mr and Mrs Keen have owned and occupied a Victorian end terrace house in Brentford since 1987. It originally consisted of two bedrooms, kitchen, lounge/diner and basement. There is an annex at the rear,<sup>87</sup> converted from a garage, close to but separate from the house. Mr and Mrs Keen use this as an office and, while it has no plumbing, it has easy access via the back of the house to toilet and kitchen facilities. Mr and Mrs Keen said that no costs relating to this property had ever been the subject of ACA claims.

93. Mr and Mrs Keen purchased a flat in London, close to the House, in May 2000. The purchase price was £500,000. The total cost, inclusive of fixtures and fittings, stamp duty, solicitor's fees and other costs, was £527,000. The flat consists of two bedrooms, a small storage/office room, lounge and small kitchen. Mr and Mrs Keen took out an interest-only mortgage of £520,000 to fund its purchase, which they said was secured on both the flat and the Brentford property. Mr and Mrs Keen have nominated this property as their second home for ACA purposes and, when ACA was replaced by PAAE, for PAAE, and have claimed against those allowances in respect of that property.

94. In 2008, Mr and Mrs Keen decided to refurbish their Brentford home and add an additional bedroom. Preparatory work had begun in May/June 2008, and work proper in July 2008. Mr and Mrs Keen became increasingly concerned at the lack of progress and the quality of the work, and realised that the building work was not going according to plan. They took advice, locked the builder out and had the property boarded up in the second week of December 2008. In May 2009, Mr and Mrs Keen formally commissioned an independent examination and valuation of the work done by the builder. In June 2009,

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<sup>84</sup> WE 31

<sup>85</sup> These figures are summarised in WE 17. See also paragraph 46 above.

<sup>86</sup> Not included in the written evidence.

<sup>87</sup> This building has also been described by Mr and Mrs Keen in the course of this inquiry as a summerhouse.

squatters moved into the property. Mr and Mrs Keen's evidence is that this delayed the start of a replacement builder, who subsequently withdrew. Mr and Mrs Keen had then drawn up a specification and launched a tender. The firm appointed started work in September 2009, and Mr and Mrs Keen moved back into the property in October 2009.

95. In May 2009, Mrs Keen had spoken to the Director of Operations in the Department of Resources and explained the slow progress of the building work and the dispute with the builder. Following this conversation, she had written to the Director on 18 May setting out the position. He had responded on 10 June, and had agreed that in the exceptional circumstances described he was prepared to accept that Mr and Mrs Keen's Brentford home could continue to be recognised as their main home for the purpose of PAAE. On 3 September, he had interviewed Mr and Mrs Keen as follow up to this letter. In the light of their expectation that they would be able to reoccupy their Brentford home in October, he had agreed in principle that PAAE could continue to be claimed.

96. In June 2009, the Empty Properties Officer of the London Borough of Hounslow wrote to Mr and Mrs Keen to enquire as to the reasons why their Brentford home remained unoccupied. Mr and Mrs Keen responded in September 2009, informing the Council that the property was in the process of refurbishment.

97. Mr and Mrs Keen's general pattern from June 2002 to the start of the 2008 Summer Recess was to spend three nights a week in London and four nights a week in Brentford in sitting weeks. They spent almost all nights in non-sitting weeks in Brentford, apart from holidays and family visits. They did not spend any nights in their Brentford property during the 2008 summer recess from July to September. They initially continued to use the property during sitting weeks after the 2008 summer recess, but reduced the number of nights they spent there each week from four to two. According to the information provided by Mr and Mrs Keen, the last sitting week when they did so until they reoccupied the property in October 2009 was the week commencing 23 November 2008.

98. The information provided by the Department of Resources on Mr and Mrs Keen's ACA claims for 2008–09, and Mrs Keen's PAAE claims for 2009–10 to 30 September 2009 is summarised in the table below.

	Alan Keen MP ACA Claims in 2008–09 (£)	Ann Keen MP ACA Claims in 2008–09 (£)	Alan Keen MP PAAE Claims in 2009–10 (£)+	Ann Keen MP PAAE Claims in 2009–10 (£)+
Mortgage	13,797	13,797	---	5,000
Council Tax	1,029	1,438	---	823
Service Charge	3,406	3,406	---	2,531
Telephone charges	154	—	87	77
Ground rent	300	—	—	—
<b>TOTAL</b>	<b>18,686</b>	<b>18,641</b>	<b>87</b>	<b>8,431</b>

+ To 30 September 2009

The Department also said that Mr and Mrs Keen later made a joint repayment of £2,644 in respect of their 2008–09 ACA claims following an “*end of year reconciliation*”. This repayment is not taken into account in the above table.

99. The Department of Resources noted that it was almost six months before Mr and Mrs Keen advised them that they were no longer occupying their main home. Their view was that it would have been a sensible precaution for Mr and Mrs Keen to have done so earlier, but the Department said that it would only have become apparent that the works were going seriously wrong at some point after December 2008, by which time they believed that Mr and Mrs Keen's priority and energy would have been devoted to trying to retrieve the situation. On the basis of the evidence the Department had been given, they believed that Mr and Mrs Keen did continue to have two homes throughout the period when their Brentford home was not occupied. The Department had also been satisfied in both May and September 2009 that it was reasonable to continue to allow Mr and Mrs Keen to nominate their Brentford address as their main home. This had not been an open-ended commitment by the Department on either occasion. In May the decision had been subject to a review later in the year. In September, it was on the understanding that Mr and Mrs Keen would be re-occupying their Brentford home in October. The Department note that, had they been informed of a much longer period of non-occupancy, a different decision could not have been ruled out.

100. Mr and Mrs Keen consider that their Brentford home has remained their main home throughout, and that the circumstances through which they had been unable to occupy it were exceptional. Their evidence is that they had not envisaged that vacating the property for what in their view should have been a relatively short time would contravene any rules: there had been no intention to gain in any way from the ACA claims in respect of their London flat. They note that they had sought advice from the Department of Resources in May 2009, and had then been advised that they could continue to nominate their Brentford house as their main home. They had received similar advice from the Department in September 2009. Their evidence is that they had intended that the bulk of the work on the property would take place between July and October 2008 and, with the exception of their summer holiday, that they would generally continue to occupy it while the work was carried out. They note that they had initially done so in sitting weeks, and had only been unable to occupy the property overnight in the light of access problems following the boarding up in December 2008. Their evidence is that they had left the property partly furnished until January 2009. They had continued to pay the full council tax, water charges, mortgage interest, television licence, and utility bills. The post had continued to be delivered to the property other than when it was occupied by squatters, and they had maintained the garden during the summer of 2009. They had made no arrangement to stay anywhere else in Brentford while they could not live in the house. Mr and Mrs Keen say that the three main reasons for the delay in sorting out the problems had been difficulty in dealing with the original builder, their need for an additional mortgage, and the requirement for an independent valuation of the original builder's work as evidence in their dispute with him over payment. They consider that these delays had later been compounded by the squatters. They state that they had continued to incur personal cost for their first home at the same level as before the building work commenced and could not, therefore, see that the ACA claims in respect of their London flat could be perceived as a benefit. In their view, what had happened had been no fault of their own and had come about as a result of exceptional circumstances. They conclude that, in their view, their circumstances had been accepted as exceptional by the Fees Office and at all times they had served their constituents, had attended Parliament, and Mrs Keen had continued with her Ministerial responsibilities.

## Conclusions

101. The question I am to resolve is whether Mr and Mrs Keen were in breach of the rules of the House in continuing to identify their property in Brentford as their main home when they were unable to live in it from December 2008 to October 2009 because of building work on the property which had gone wrong. By continuing to treat their Brentford home as their main home during this period they were able to continue to claim against their parliamentary allowances for their flat in Central London.

102. The rules changed during the period in question. Until 31 March 2009, the definition of a main home was that it was normally a matter of fact, but where a Member had more than one home, it was normally the home where they spent more nights than anywhere else. From April 2009, it has been for the Member to identify their main home, but my presumption is that their identification should be consistent with a normal understanding of the term.

103. Under both sets of rules, however, it is necessary for a Member to have more than one home before they can claim for a second home. If Mr and Mrs Keen, in effect, lost one home for claims purposes when they ceased to have access to it, then they should not have continued to make claims on their flat in central London.

104. If the Members did in fact have two homes, then the question arises as to whether some of the costs they claimed on their second home, their London flat, enabled them to spend nights there which they would otherwise have spent in their main home in Brentford, and so provided them with a personal financial benefit.

105. I therefore consider the following questions:

Did Mr and Mrs Keen continue to have two homes?

Did their second home claims reflect their changed circumstances?

*Did Mr and Mrs Keen continue to have two homes?*

106. The rules in relation to the allowances available to Members to meet the costs they incur when staying overnight away from their main home for the purpose of performing their parliamentary duties are, in my judgement, based on the assumption that the Member has more than one place in which they can stay overnight: their main home and their second or additional home. This is because the rules make clear that the allowance is to meet expenses incurred in staying overnight away from the Member's main home. In my judgement, therefore, that main home must itself be available for overnight stays. From December 2008 to October 2009, Mr and Mrs Keen did not have two places to stay overnight. They could no longer stay overnight in their home in Brentford. They had no alternative home in which to stay, other than their London flat.

107. It would in my judgement be unreasonable to apply this interpretation of the rules in any and every case where a Member is unable to stay overnight in their main home, whatever the reason and regardless of the length of time involved. There will obviously be occasions when a main home may not be accessible to a Member—either because of major planned refurbishment or because of accident or disaster. Mr and Mrs Keen's

circumstances fall somewhere between the two. Had their refurbishment work gone according to plan, I believe that it would have been right for them to have continued to designate the property as their main home. Under the plan, they continued to have access to the property and to stay there overnight when they needed to (albeit in an annex and less frequently than they were used to). When the building crisis reached its peak in early December and they decided to board up the house, it would, in my judgement, have been unreasonable to expect them to have concluded straightaway that, because they could no longer stay there, it could not be counted as a main home for allowance purposes. A reasonable interval to assess the situation and resolve it would, in my view, be acceptable.

108. The question is whether 11 months was too long for such a process. On balance, I believe it was. Mr and Mrs Keen would have been well advised to have approached the House authorities in January 2009, soon after they lost use of the property, rather than leave it until May 2009 in the hope that the matter would soon be resolved. I think that the Department were right in May to imply that there could be a problem if Mr and Mrs Keen were not able to return to the house within a reasonable period. Mr and Mrs Keen were not able to return until October. The actual work necessary to enable them to resume residence took less than two months.

109. I would not wish to suggest what the maximum time would be for a house to remain inaccessible to the Member while still counting it as a main home for allowance purposes. Much depends on the individual circumstances. But in these circumstances, I consider that 11 months was too long. By the early spring of 2009, it should have been clear to Mr and Mrs Keen that they were in danger of not being able to return to the home for quite some time and they should either have ensured that their building problems were resolved quickly or started to make alternative arrangements. While this is a matter of judgement, my judgement is that by June 2009 they had been out of their Brentford home for too long for it to have continued to be considered their main home for allowance purposes. They had by then been out of the property for seven months and the work had yet to re-start. The arrival of the squatters was another serious setback, but by then the reasonable leeway had in my view run out. The fact that Mr and Mrs Keen visited the property occasionally to pick up post, and later on, meet builders and do the gardening is not, in my judgement, sufficient to establish it as a home for allowance purposes.

110. My conclusion, therefore, is that, from June 2009 to October 2009, Mr and Mrs Keen did not have more than one home for the purposes of their claims against parliamentary allowances. Since they did not have two homes in which they could stay overnight over that period, they were in breach of the rules of the House in continuing to claim from their parliamentary allowances for their flat in London.

*Did their second home claims reflect their changed circumstances?*

111. If, despite my conclusions above, it were thought that Mr and Mrs Keen had more than one home, then I would need to consider whether their changed circumstances were properly reflected in the claims they made against parliamentary allowances for the London flat. Specifically, should they have reflected in their claims for their second home the cost of the nights they would have spent in their Brentford home?

112. Mr and Mrs Keen's evidence is that, for many years, they have had a set routine in respect of their overnight stays. During sitting weeks, they stayed overnight four days a week in their Brentford property. They spent most non-sitting weeks in Brentford. It is reasonable to assume that they would have continued to have spent those overnight stays in Brentford had the property continued to be habitable. Even during the early building work, their evidence is that they continued to spend two nights a week there.

113. I think it likely that from early 2009, when Parliament was sitting, Mr and Mrs Keen spent four nights a week in their London flat when they would have been in their Brentford home had it been habitable; and allowing for holidays, an average of over six nights a week during the recesses. These overnight stays in London were not necessary in order to fulfil their parliamentary duties. They did not spend those nights there when their Brentford home was fully available. They were using their London flat as a replacement for the accommodation in their main home.

114. While the wording of the 2006 and 2009 Green Books differs in respect of the allowance for an additional home, both editions make clear that claims must be above reproach and should not give rise to the Member receiving a personal financial benefit. In my judgement, Mr and Mrs Keen received such a benefit. This is because, had they not made use of their London flat, they would have had to rent a property or perhaps stay in a hotel, and meet the cost from their own resources. For these reasons I consider that Mr and Mrs Keen obtained a personal financial benefit from this arrangement which was not in accordance with either the rules for the Additional Costs Allowance or those for the Personal Additional Accommodation Expenditure.

115. I have considered the period over which I judge Mr and Mrs Keen to have received this personal financial benefit. The criteria are not the same as they are for establishing the existence of a home in Brentford for allowance purposes. There it was, in my judgement, reasonable to provide a substantial leeway. Here, however, I consider the benefit to have started to accrue as soon as Mr and Mrs Keen in effect lodged themselves in their London flat once their Brentford property was uninhabitable. This would have been at the beginning of December 2008, and the benefit lasted until October 2009. That is, in my judgement, the period during which they received a personal financial benefit from spending at least four nights a week in their London flat which they would otherwise have spent in their main home in Brentford or in rented accommodation.

#### *Other points*

116. This is not, in my view, a case in which the Members have wrongly identified their main home. The problem would not have been resolved by the Members changing the designation of their main home from their Brentford property to their central London property. That is because, in my judgement, it would have been wrong for the Members to have made claims on their Brentford home when it was uninhabitable. It is also relevant that, under the rules for the Personal Additional Accommodation Expenditure introduced in July 2009, Members are not permitted to swap designations between their main home and their additional home, unless they do so following a successful appeal to a Committee of the House.

117. It is fair also to point out that, while I consider that Mr and Mrs Keen were slow in consulting the Department about their position, when they did so in May 2009, the Department agreed that they could continue to designate Brentford as their main home and claim for their London flat. That decision was repeated in September 2009, on the understanding that they would shortly be returning to their Brentford home, as indeed they did. The Department's advice was given in the full knowledge of the facts. I consider that it was advice which, for the reasons I have set out, was not in accordance with the rules. But it must weigh heavily as a mitigating factor that Mr and Mrs Keen did consult the Department, that there is a written record of the factors taken into account, and that the Department agreed that they could continue to claim for their London flat while the building work continued in their Brentford home.

*Overall conclusion*

118. My conclusion is that Mr and Mrs Keen were in breach of the rules of the House in continuing to make claims on parliamentary expenditure for their central London flat when their home in Brentford was uninhabitable from June 2009 to October 2009. This was because, in my judgement, the rules require that a Member's home must be somewhere where they can stay overnight and that, having allowed a reasonable period for adjusting to the building problem that hit them late in 2008, Mr and Mrs Keen continued to be unable to stay overnight in their Brentford property during that period.

119. Were the Committee not to accept this conclusion, then I conclude that Mr and Mrs Keen were nevertheless in breach of the rules of the House in receiving a personal financial benefit from the claims which they made for their London flat from December 2008 to October 2009. This was because they stayed overnight in the flat for four additional nights a week when Parliament was sitting and six additional nights a week in the recess. These were nights which they would otherwise have spent in their Brentford home and which, without the London flat and in the absence of their Brentford house, they would have had to fund from their own resources.

120. I therefore uphold this complaint.

121. This is in my view a serious breach of the rules involving significant public funds. But Mr and Mrs Keen clearly both believed that it should have been permissible for them to continue to claim in full on their London property because they still saw Brentford as their main home. They were reinforced in this view when the House authorities agreed that their claims could continue to be met. And it did not seem to occur to either of them (or indeed to the Department) that Mr and Mrs Keen's use of their publicly-funded second home in place of their Brentford property gave them a personal financial benefit. A more rigorous examination of their circumstances might have led Mr and Mrs Keen to take a different view. But the evidence is that they were preoccupied by a great many other competing priorities, which themselves probably contributed to the delay in getting their house back into use. The result is that some of the costs arising from their building problems were unnecessarily carried on parliamentary funds. I think it is a mitigating factor that the Department twice considered their circumstances in 2009 and twice agreed that they could continue to regard Brentford as their main home and so continue to claim in full for their London flat. Nevertheless, Members are responsible for their own actions and I consider that both Members were equally responsible for what I regard as a serious misjudgement.

24 February 2010

*John Lyon CB*

# Written and oral evidence

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## 1. Letter to the Commissioner from Mrs A. Adda Berkane, 24 June 2009

It is with regret, but perhaps not surprise, that I find myself writing to you again regarding Mrs Ann Keen MP and her husband Mr Alan Keen MP.

Following correspondence in the local press over the last few weeks concerning their “Main Home”, it transpired that they were not in fact living there for perhaps over 12 months. Mr Keen admitted to not living there for at least six months. They are living at their “second home” in Westminster.

Their “main home” has been abandoned and boarded up for months—see enclosed article. In fact the L.B. Hounslow is threatening to take it over and get it back into habitation.

The Green Book makes it clear that your main home is where you spend the majority of your time. In the Keens’ case this is clearly at their Westminster flat, so in effect their “second home” became their “main home” many months ago. “Flipping” would not appear to be an option as they say their Brentford house is uninhabitable and they have little inclination to live there.

This obviously presents a problem over allowances claimed by them for their “second home” as it is now, and has been for some considerable time, their “main home”. As such they are not allowed second home allowances on their Westminster property. These will need to be repaid.

...

24 June 2009

## 2. Extract from article in the *Hounslow Chronicle*, 16 June 2009

Hounslow Council has threatened to take control of MPs Alan and Ann Keen's Brentford house if they continue to leave it empty.

The Council's empty property department wrote to the couple on Monday after one of their officers read in last week's *Chronicle* that the house had fallen into disrepair.

They now have 28 days to respond to let the council know how and when they plan to bring it back into use. If they fail to comply, the local authority could take ownership of the property and rent it out to council tenants.

The *Chronicle* revealed last week that Mr Keen, who represents Feltham and Heston, and Mrs Keen, a junior health minister who represents Brentford and Isleworth, have claimed £40,000 for a central London flat while their 'main home' in Brentford has been left empty. And now they have Hounslow Council to answer to.

[...], empty property officer for the Council, said: “*We have written to them asking them when they are intending to bring it back into use. They have to give us a timeframe of when the work's going to be done by, which we then monitor.*”

*“If they fail to do that we will say ‘you have not played ball’ and we will use the powers to bring in a management order.”*

Officers were at the ... house taking photos on Monday and will be visiting the property regularly to see if any work is being done.

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<sup>88</sup> Not relevant to the inquiry.

Alan Keen said last week that the house was empty due to a dispute with builders and that they intended to recommence work on it soon.

However, under the Housing Act 2004, which came in 2007, the Council is obliged to monitor any work on a property that they believe has been unoccupied for six months.

[The empty property officer] said: *"If they confirm that [they intend to bring it back into use] to me then we will put that on the books but we will still go round there and see if it's being sorted. We would expect it to be sorted within three to six months."*

16 June 2009

### 3. Letter to the Commissioner from Mrs A. Adda Berkane, 25 June 2009

I enclose the actual correspondence that I faxed to you yesterday.

I would also like to stress another point re: this case; it has of course now attracted national attention.

Although there is clear evidence that they have not lived there for the past seven months, neighbours say in fact it has been much longer than that, a year or more.

A simple way of deciding which property was being used as their main residence would be to look at their electric, telephone and possibly gas bills for the last four years, a simple but probably very accurate test. ...<sup>89</sup>

25 June 2009

### 4. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Commissioner, 25 June 2009

I would welcome your help on a complaint I have received about your claims against the Additional Costs Allowance for a second home.

I attach a copy of the complainant's letter of 24 June together with her enclosure. I attach also an online copy of the *Hounslow Chronicle* article of 16 June to which the complainant refers.

In essence, the complaint is that you have wrongly identified your main home for the purposes of your claims against the Additional Costs Allowance, contrary to the rules of the House. I am writing separately to [Mr Alan Keen/Mrs Ann Keen], who is also the subject of this complaint.

The Code of Conduct for Members of Parliament provides in paragraph 14 as follows:

*"Members shall at all times ensure that their use of expenses, allowances, facilities and services provided from the public purse is strictly in accordance with the rules laid down on these matters, and that they observe any limits placed by the House on the use of such expenses, allowances, facilities and services."*

The Green Book on Parliamentary Salaries, Allowances and Pensions published in July 2006 (the publication which is likely to apply to your claims) provides in Section three the rules in respect of the Additional Costs Allowance. Paragraph 3.1.1 sets out the scope of the allowance as follows:

*"The Additional Costs Allowance (ACA) reimburses Members of Parliament for expenses wholly, exclusively and necessarily incurred when staying overnight away from their main UK residence (referred to below as their main home) for the purpose of performing Parliamentary duties. **This excludes expenses that have been incurred for purely personal or political purposes.**"*

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<sup>89</sup> Not relevant to the inquiry.

This paragraph has been included in successive Green Books since June 2003.

Paragraph 3.2.1 sets out eligibility

*“You can claim ACA if:*

*a You have stayed overnight in the UK away from your only or main home, and*

*b This was for the purpose of performing your parliamentary duties, and*

*c You have necessarily incurred additional costs in so doing, and*

*d You represent a constituency in outer London or outside London.*

*...”*

Paragraph 3.3.1 sets out the principles of this allowance as follows:

*“You must ensure that arrangements for your ACA claims are above reproach and that there can be no grounds for a suggestion of misuse of public money.*

*“Members should bear in mind the need to obtain value for money from accommodation, goods or services funded from the allowances.”*

Paragraph 3.4.1 includes rules on the location of overnight stays as follows:

*“If your main home is in the constituency, you can claim ACA for overnight stays in London—or in another part of the constituency if reasonably necessary in view of the distance from your only or main home. Please contact the Department of Finance and Administration for information on such arrangements.*

*“If your main home is in London you can claim for overnight stays in the constituency.*

*“If your main home is neither in London nor the constituency you can choose in which of these areas to claim ACA.”*

Paragraph 3.11.1 provides the definition of the Member’s main home as follows:

*“When you enter Parliament we will ask you to give the address of your main UK home on form ACA1 for the purposes of ACA and travel entitlements.*

*“Members are expected to locate their main homes in the UK. It is your responsibility to tell us if your main home changes. This will remain your main home unless you tell us otherwise.*

*“The location of your main home will normally be a matter of fact. If you have more than one home, your main home will normally be the one where you spend more nights than any other. If there is any doubt about which is your main home, please consult the Department of Finance and Administration.”*

I would welcome your comments on this complaint in the light of this summary of the relevant rules. In particular it would be helpful if to know:

1. the circumstances in respect of the acquisition of your central London and Brentford properties, including dates, a brief description of the accommodation, and financial arrangements;
2. the reasons you each designated your Brentford property as your main home;
3. how many nights you have each spent in your Brentford property and in your London property in each of the last seven financial years (I do appreciate that this is likely to be an estimate, but hope you can draw on your diaries and other evidence to provide the information);

4. the circumstances surrounding the reported building work on your Brentford property, including the period of the work, if (and if so, when) it became uninhabitable and why; how many nights you have spent there since the work began to date; why the Council appear to have intervened; and when you expect to resume living there (assuming that you do), together with documentary evidence of the work, your dispute with the builder and your correspondence with the Council;
5. how much you have each claimed against the ACA for your London property, what the claims were for, and how they were divided between you and your husband;
6. what consultations you had with the House authorities about the designation of your main home and what advice you may have received from them.

Any other comments you would wish to make to help with my inquiry, would of course be very welcome.

I attach a note setting out the procedure I follow. I have written to the complainant to let her know that I have accepted her complaint and am writing to you about it.

It would be very helpful if you could let me have a response to this letter within the next three weeks. If there is any difficulty about this, or you would like a word on any matter arising from the complaint, please contact me at the House. I would be very grateful for your help on this matter.

*25 June 2009*

## **5. Letter to the Commissioner from Mr Alan Keen MP and Mrs Ann Keen MP, 20 July 2009**

Thank you for your letters addressed dated 25th June addressed to Ann Keen MP and Alan Keen MP regarding the complaint received from Mrs Berkane. It would seem sensible that we make a joint reply as Mrs Berkane's letter refers to both of us. ...<sup>90</sup>

We are pleased to supply full details and explain the circumstances that have led to your writing to us. Firstly, we would like to answer the direct questions you have listed in your letter.

1. We purchased our two-bedroom London flat close to Parliament in May 2002 in order to assist us to carry out our parliamentary duties more efficiently. The purchase of the flat was financed by an interest only mortgage.
2. We have lived in our house in Brentford for more than 22 years and for over 30 years have lived close to Heathrow Airport. Alan, after army service in central London, started work in Brentford in 1963. Ann was based at the nearby West Middlesex Hospital for some years during her 28 years as a nurse and has worked only a few miles away for virtually all her nursing career. Brentford has been our only "real family home" for the majority of our life together. It has always been our main—and only "home".
3. Our routine has remained unaltered for most of our years in Parliament together so we are able to explain our pattern of life without the need to refer to diaries. When the House is sitting we normally travel into London around Monday [day and time] and return to Brentford Thursday [day and time]. [The period identified covered three nights of the week.] This varies depending on voting demands and/or meetings either in Parliament or our constituencies.

It is worth mentioning that, although we would prefer to travel together it is only occasionally possible because of different constituency and Parliamentary demands. Each of our Westminster offices remains fully staffed and open throughout every recess.

4. Our Brentford home has only two separate bedrooms, one of which has been used by one of our sons for most of the past 12 years. We decided to have the loft converted into a third bedroom and other alterations to

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<sup>90</sup> Not relevant to the inquiry.

make it possible for members of our family to stay with us. Preliminary work started in the summer of 2008 and we continued to use our summerhouse right through until December. We were promised that we would be able to return in December and were looking forward to family staying with us in our house for the first time ever at Christmas. There was a £500 per week penalty clause inserted into the contract to enforce this but it became irrelevant as this letter explains.

We became more and more concerned at the lack of progress and began to realise that the building work was not going to plan and that the work was seriously substandard. We asked a friend, more experienced in building work than we are, to look at the state of the house and were advised that it was necessary, immediately, to "lock the doors" on the builders and seek expert and legal advice. We attach a letter and a report by Leach Consultancy which illustrates the building problems we encountered.

At no point did we ever regard Brentford as anything other than our main home. We were forced to board up the main house in December. We continued to have our post delivered to Brentford until squatters moved in recently and then had the letters "held" at the Brentford Sorting office for us to collect.

We obtained a court order requiring the squatters to vacate our house but, unfortunately because of an allegation of a serious assault whilst they were in occupation, the police had to escort the squatters from the house which became a "crime scene". This added a further delay but now the squatters have vacated we are having the post delivered again to Brentford. We are hopeful now that what has been a traumatic experience for us is over.

A meeting is scheduled with the Planning Dept at the London Borough of Hounslow on 22nd July. The first part of the building work is planned to start in the next few days and we will move back in as soon as possible—hopefully in a few weeks.

The delay in sorting out the problem sooner was for three main reasons.

- a) The original builder was "impossible" to deal with in any sensible way—and still is.
- b) We had to secure an additional mortgage in order to complete the work. This was not easy because of the financial crisis. In the end we were forced to move our bank accounts to another bank in order to achieve this—quite a lengthy process.
- c) It was essential to obtain an independent valuation of the work completed to date as the original builder was insisting everything was fine and wanted more money. The valuation shows that we have over-paid by many thousands of pounds. (see Leach Consultancy report)

With regard to the misleading newspaper article, we do not know the sequence of events or how and why the newspaper came to print that the Council intended to take our house into its possession. We asked the Council for full details on a Freedom of Information request but feel we have not received a full answer yet.

The newspaper article appeared **10 days before we received the London Borough of Hounslow letter**. The letter was not signed and appeared to be a standard letter which included an outline of the 2004 Act but also stated that if we were renovating our house they may be able to help and we may well qualify for a grant! This could hardly be more different from the newspaper report that "our house was going to be taken from us by the Council for social housing". (It has been brought to our attention—and confirmed on a local website—that an opposition party member took the photographs of our home and gave them to the newspaper). We enclose the correspondence with Hounslow Council.

5. Our Additional Costs Allowance for 2008/09 was made up as follows:-

Mortgage Interest	27,231.44
Service Charge	4,669.92
Council Tax	2,058.52
Ground Rent	300.00

Telephone	153.92
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	34,413.80
Ann Keen	17,206.90
Alan Keen	17,206.90

6. The Additional Costs Allowance was made available to enable MPs outside the inner London Boroughs to live close to Westminster. Gradually since then the procedures of the House have been modified, and to reflect the changes, a decision has been taken to phase out the allowance for outer London MPs altogether. It will cease completely at the end of March 2010.

As we have explained fully in this letter, we have lived in Brentford for over 22 years. When we embarked on our attempt to add an extra bedroom and to refurbish what is quite an old Victorian end terrace house, we did not consider that possibly having to vacate for what should have been a relatively short time would contravene any rules. There was never any doubt in our minds that this was, and always would, be our main home.

We contacted the Fees Office with an update of the delays we were experiencing and were informed that our plight was regarded as "exceptional circumstances" and that it did not jeopardise our right to claim Additional Costs Allowance. We attach the correspondence with the Fees Office.

*Summary*

In our case we have continued to pay the cost of our main home. We have continued to pay the full council tax, water charges, mortgage interest, TV Licence and our private telephone charges as well as gas and electricity bills. Our post has always been delivered to Brentford.

At no time did we allow our constituents to suffer a reduced service. We have worked from our home in Brentford and from constituency offices. When we have been unable to stay at Brentford and have travelled between central London and our constituencies more than would normally be the case, we have not claimed mileage allowance for the extra journeys involved.

Apart from some constituency engagements and duty minister appointments, we are available for most of the time if you wish us to meet with you.

*20 July 2009*

**6. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Empty Property Officer, London Borough of Hounslow, 15 June 2009**

My role in the Council is to try and bring empty properties back into use. I am writing to you because I believe you to be the owner of the above premises, which are currently unoccupied. I wish to discover why the property is empty and would like to know what steps you are taking, or intending to take, to ensure that the property becomes occupied.

There are many possible reasons for your property being empty. It is not the intention of the Council to place pressure upon owners of homes that are empty for a genuine reason. To this end I have broken down the most common reasons for a property being empty into four groups below.

**You are currently renovating your property**

If you fall into this category please let me know. I have access to a substantial amount of advice and information for home owners who are renovating their homes. For example:

If your property has been empty for two years or more I can provide a letter that will enable you to get a reduced rate of VAT (5%) on most of your renovations. This may enable you to make substantial savings on the costs.

You may be eligible for grants or loans towards the cost of the works, there are many available depending on your circumstances. The qualifying period for an empty homes grant has been reviewed and properties now need to have been empty for 6 months prior to 1 July 2007.

If you are renovating a property the Council will have significant sympathy for anyone who is doing this on a part time basis where works may take some time. The period is not however open ended and we ask that under these circumstances you provide a very brief schedule of works and approximate stage dates including the date you expect the property to be occupied from or made available for sale or letting.

#### **You wish to sell your property**

If you wish to sell your property please let us know that this is your intention. We will need to know the name of the agent(s) appointed to handle the sale.

#### **You wish to let your property**

If you are actively trying to let your property please let us know that this is your intention. We are able to give substantial advice to landlords.

The Council may be able to help you to let the property through our leasing scheme and our tenancy signing payment scheme. Both schemes offer significant benefits to owners in return for the homes being made available for letting through the Council.

The leasing scheme aims to take all the stress out of letting a property and guarantees you a monthly income, whether it is occupied or not. If you are interested in joining the Private Sector Leasing Scheme and getting your property to provide you with an income please contact [...].

#### **The property is empty for another reason**

You may be temporarily living elsewhere and intending to return to the empty property and use it as your main residence. If this is the case please let me know the circumstances.

There may of course be another genuine reason for your property being empty but you should contact me to discuss this.

#### **If you do not contact me**

It is important that you are made aware of certain changes in the way Local Authorities can deal with empty dwellings, since the commencement of the Housing Act 2004. When a property has been left uninhabited for six months or more, the Council may apply for an Empty Dwelling Management Order (EDMO), if it is apparent that the owner has no intention of bringing the property back into use. If the Council is successful in obtaining the Order, we can take over the running of the property and bring it back into use by force.

If you have any concerns about your property and would like to know more about how to get the most out of your asset please call me at this office.

*15 June 2009*

## **7. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Director of Operations, Department of Resources, 10 June 2009**

Thank you for your letter of 18 May confirming your main residence.

Mrs Keen and I discussed the problems you are having with building contractors. Mrs Keen explained how matters have gone seriously awry with building work and how this has prevented you both living in your main home for some months. I also understand this position is likely to persist for some further time.

Prior to April 2009 the Green Book rules were that your main home was where you spent more nights than any other. From April the rule is, in effect, a nomination based on where a reasonable person would identify their main home. I can understand your concern that your current predicament may have an unintended consequence of altering what others might consider to be your main home. However, on the details you provided to me, as set out above, I am satisfied that at this time you can continue to nominate your Brentford house as your main home.

If the problem continues for some time ahead I would suggest a further conversation later this year.

*10 June 2009*

## **8. Letters to Mr Alan Keen MP and Mrs Ann Keen MP from the Commissioner, 23 July 2009**

Thank you for your letter of 20 July responding to mine of 25 June about this complaint in respect of the identification of your main home. I am writing to you separately from your [husband/wife], although I am happy to receive a joint response, subject to your providing separate information about your constituency stays.

It was most helpful to have this information. There are, however, a number of points on which I would welcome some further information based on the questions I set out in my previous letter and on the points you have made.

1. Could you give me information on the size of the interest-only mortgage which you raised on your central London property, whether that represented the full purchase price of the property, and what that price was?
2. Could you let me have a brief description of the accommodation you have both in central London and in Brentford, and details of the financial arrangements (such as mortgages) for your Brentford property.
3. Could you give more detailed information about the number of nights you have spent in London, in Brentford and elsewhere from April 2002 to March 2009? This information is central to the determination of the location of your main home. From June 2003, as you know, the definition of a main home was one where the Member normally spends more nights than any other. I appreciate that it may be difficult to identify this information, but it is necessary. The division between Brentford and London which you have given me is, I am afraid, too broad to enable me to form a judgement about whether you have met this part of the rule or whether there are exceptional circumstances (such as your building work) to set the normal expectation aside. To give an example, your estimate takes no account of the number of nights spent elsewhere, either on business or on holiday or during the recess; and it takes no account of any variation, for example, because of your party or ministerial commitments. Could you, therefore, give me worked-up estimates for each of the seven years in question—which may be different for you and your husband because of your different commitments?
4. Could you give me a little more information about the timing of the building work? It would appear from the survey that the other alterations in addition to the third bedroom to which you refer were very substantial and affected all parts of the house. Had the work gone as planned, did you intend to continue living in the house during the period of the works—which would appear to cover a period from July to December 2008? If not, what was the period during which you expected not to be living there, and what alternative accommodation did you arrange? It would be helpful also if you could explain your reference to the use of a summer house, and when you did in fact vacate the property.
5. You have helpfully provided a breakdown of your claims against the Additional Costs Allowance for 2008–09. I should be most grateful if you would supply a similar breakdown for earlier years, back to April 2002.
6. Could you let me have a copy of any response you have sent to the letter of 15 June from the empty property officer for the London Borough of Hounslow? Could you also let me know as soon as you have moved back into the house, which I am pleased to see expect to do in the next few weeks?

Once I have received your response, in particular your more detailed estimates of your stays, and subject to any further clarification I may need, I am likely then to consult the Department of Resources to invite their comments and advice on this matter. I appreciate we are now in the recess, but if you could let me have a response by the end of August, that would be most helpful.

Thank you for your help.

23 July 2009

## 9. Letter to the Commissioner from Mr Alan Keen MP and Mrs Ann Keen MP, 4 September 2009

Thank you for your letters dated 23rd July 2009. We are pleased to accept your suggestion to forward a joint response. The paragraph numbers refer to the numbering of your questions. Following on from our response to your direct questions we have added an explanation of our view of the Additional Costs Allowance [...].<sup>91</sup>

### 1 Interest-only Mortgage.

The purchase price of the flat was £500,000. The addition of fixtures and fittings, stamp duty, solicitor's fees etc (all costs categorised as chargeable to ACA under the parliamentary rules) brought the total cost to £527,000. [A bank was] willing to grant a mortgage for £520,000 by taking a charge on our Brentford home in addition to the flat. We paid the balance of £7,000 from our own resources.

### 2 Our Accommodation.

#### a) London

The flat in London has two bedrooms, a small storage/office room, lounge and small kitchen. The outstanding mortgage remains, of course, at £520,000.

#### b) Brentford

Our Brentford home has two bedrooms, kitchen, lounge/diner, basement and summerhouse. [The bank] originally agreed to a loan/mortgage of £64,000 to be repaid over five years secured on the Brentford property to cover part of the cost of the improvements to the house. However, as soon as we realised that the work was substandard and inadequate we realised we needed a further loan in order to complete the refurbishment. [The bank's] rules apply a strict age limit and [they] were unable to offer an additional advance. However, we were able to secure an advance from a different bank which has enabled us to continue with the work at Brentford. This took some time but eventually we were offered a complete refinancing deal; a new mortgage of the same amount of £520,000 on the London flat and a new mortgage of £108,000 on our Brentford home. Obviously, as our main home, no costs relating to Brentford have ever been the subject of ACA claims.

### 3 Allocation of Nights Brentford/London

We have no diary records but it is possible to make an accurate calculation of the nights spent at each of the two locations because we have always adhered to the same routine and over seven years the figures are certain to be accurate within a single percentage point or two. Apart from the recent exceptional circumstances, we have hardly ever stayed in the London flat when Parliament was not sitting.

We attach a schedule of our calculation of the number of nights spent at the two locations, nights spent away on holidays and parliamentary visits.<sup>92</sup> In order to calculate the number of nights we have applied the following formula based on the routine we have followed since May 2002:

Parliamentary Sitting weeks (Say) 35 each year

<sup>91</sup> Not relevant to the inquiry

<sup>92</sup> Not included in the written evidence. For a summary, see WE 10

Nights in London during normal weeks [...] 3 each week

Occasional [additional] nights at the London flat (Private Members Bills or meetings in Westminster[...]) 6 each year

Nights in Brentford [...] 4 each week

Holidays away from home and family visits (Normal year) 28 days per annum

Bank Holidays (usually spent at Brentford or away with family) 13 days per annum

Occasional parliamentary trips away—as shown.

#### **4 Timing of Building Work**

a) The bulk of the work was to take place from July through to October. You rightly point out that other work was to be carried out. It was agreed with the builder to complete a room at a time and most of this work was re-wiring, changes to bathroom areas, kitchen and internal wall alterations. If the work had gone as planned we intended to stay for most of the period of the works as most of our friends and certainly our social life over the years has revolved around Brentford. We had an informal arrangement whilst most of the disruption would take place. We could vacate as this was recess and we could be away with family.

#### *b) Summerhouse*

The summerhouse is located close to but separate from the house at the rear. The space allows us to have a normal office with telephone, PC etc but also has a fridge, TV and bed/settee. It allows for easy access to the house for toilet and kitchen facilities. Because of access to the main house we had no real difficulties until the end of October/November when the builder misled us into believing that more major construction work was suddenly needed. November became very difficult and by the beginning of December we were forced to stop his work and needed to board up the rear of the property making access impossible.

It was obviously a very serious situation. The family Christmas we had planned was the least of our concerns. The builder became very nasty and constantly harassed us for money. For the Christmas period we moved to be with family. This was a very distressing time. In January we moved the remaining furniture into storage. We were advised to seek expert and legal advice which we followed and in February commissioned the independent assessment of the work to date which we forwarded to you in July.<sup>93</sup>

#### **5 Additional Costs Allowance Claims—2002/03 to 2007/08**

Unfortunately, all our accounting details from the 1990s onwards were kept on a very old personal computer which finally ceased to work just over a year ago. We were unable either to print or recover any information from it. We are sure, however that the Finance and Resources Department will have the information. Please let us know whether you wish us to request the details or whether you prefer to obtain the analysis direct.

#### **6 Our Response to London Borough of Hounslow**

We have not responded formally to Hounslow Council's letter as we are very unhappy about the whole affair and we are taking advice as to the best way of taking action against the local authority. Our representative is involved in ongoing discussions related to the disputed loft extension with the Planning Department so Council officials are well aware that there is work being carried out on the property. The Council have always known that our house is not "abandoned" as the newspaper articles attempted to convey.

#### **Our Understanding and Interpretation of the Accommodation Rules**

We have lived in our Brentford home since early 1987 and have always returned to it as quickly as possible whenever our parliamentary duties have allowed. It has always been our home. It never occurred to us at any

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<sup>93</sup> Not included in the written evidence

time that our decision to move out temporarily to have alterations to the house would in any way invalidate our Additional Costs Allowance. Of course, at no time did we ever contemplate being unable to live at Brentford for such a long time. The extension of the time came in gradual steps as we experienced a series of new problems; each one adding to the list. We have recently met with [a senior official] at the Department of Resources and have kept him informed of our progress to date.

4 September 2009

## 10. Summary of nights spent in their Brentford and London Homes, 2002 to 2009, based on the schedule supplied by Mr Alan Keen MP and Mrs Ann Keen MP

Financial year	Nights in Brentford home	Nights in London home	Holidays and stays with family away from either home	Parliamentary days away from either home
2002-03*	186	86	21	8
2003-04	226	108	21	9
2004-05	226	109	21	8
2005-06	225	109	21	9
2006-07	225	109	21	9
2007-08	219	109	27	9
2008-09	59	205	93	7
2009-10+	0	106	35	6

\*10 months

+ 5 months to 31 August 2009

4 September 2009

## 11. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Commissioner, 9 September 2009

Thank you very much for your letter of 4 September responding to mine of 23 July about this complaint in respect of the identification of your main home.

I was most grateful for this response. I am now, as I suggested in my letter of 23 July, consulting the Department of Resources. I will ask them to let me have details of your ACA claims on your London home, so there is no need for you to take further action on that.

I am not clear from your response whether or not you have returned to living in your Brentford home. I would be grateful if you could clarify that for me as soon as you can.

In reviewing the correspondence, I see that I received a further letter from Mrs Adda Berkane on 25 June, the day after she initially wrote to me, which I do not believe I have sent to you.<sup>94</sup> I am sorry not to have shown you this earlier. I attach a copy of the letter. If you wish to comment on it, please do so. In any event, I will be back in touch once I have received a response from the Department of Resources.

Thank you both again for your help with this.

9 September 2009

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<sup>94</sup> WE 3

## **12. Letter to the Commissioner from Mr Alan Keen MP and Mrs Ann Keen MP, 21 September 2009**

Thank you for your letter addressed dated 9th September 2009 regarding the complaints received from Mrs Berkane.

We have re-looked at our letter dated 4th September 2009. We see that we did omit to say that we expect to be able to move back into our Brentford home by the end of the summer recess. Work on the house is progressing well.

[...] <sup>95</sup>

We have now made a provisional response to the London Borough of Hounslow's letter received in June and enclose a copy as requested in an earlier letter from you.

*21 September 2009*

## **13. Letter to the Chief Executive, London Borough of Hounslow, from Mr Alan Keen MP and Mrs Ann Keen MP, 21 September 2009**

[...] has been our home for more than 22 years and although we are certain that you knew our house had not been left derelict, we have been advised to respond to the unsigned letter we received from the London Borough of Hounslow in June.

We would be pleased if you would take this letter as confirmation that the house is in the process of refurbishment.

*21 September 2009*

## **14. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Commissioner, 24 September 2009**

This is just to thank you very much for your letter of 21 September responding to mine of 9 September about this complaint in respect of the identification of your main home.

I am grateful for this additional information and have, of course, noted each of the aspects of your response. I am sending a copy of your letter and enclosures to the Department of Resources, who as you know I am consulting, in case this assists them in preparing their response. Once I hear from them, I will be back in touch.

Thank you both again for your help.

*24 September 2009*

## **15. Letter to the Director of Operations, Department of Resources, from the Commissioner, 9 September 2009**

I would welcome your help on a complaint I have received against Mr and Mrs Keen in respect of the identification of their main home for the purposes of their claims for their second home against the Additional Costs Allowance.

I attach a copy of the complainant's letter of 24 June, with her newspaper attachment. I attach also a copy of subsequent letters from her of 25 June, 11 July and 16 July. I attach also a copy of my letters to Mrs Keen of 25 June, and of 13 and 16 July, which I also sent to Mr Keen. I enclose a copy of the initial response from Mr and

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<sup>95</sup> Not relevant to the inquiry.

Mrs Keen dated 20 July, together with its attachments. Finally, I attach a copy of my follow-up letter to Mrs Keen (also sent to Mr Keen) of 23 July, and their response of 4 September.

In essence, the complaint is that Mr and Mrs Keen have wrongly identified their main home for the purposes of their claims against the Additional Costs Allowance, contrary to the rules of the House.

I would welcome your comments on this complaint and on Mr and Mrs Keen's response. In particular, it would be helpful to have your comments on the circumstances which the Keens described in respect of their Brentford home in 2008; your views on what impact that may have had on the identification of the property as their main home; and what impact it had on the propriety of their claims once they no longer had access to that property at the end of November last year. It would also be helpful if you could let me have information about the ACA claims for their London property—including what the claims were for and how they were divided between Mr and Mrs Keen. Finally, it would be helpful if you could let me know whether either Mr or Mrs Keen has consulted the Department at any stage about their circumstances, including the most recent contacts with you which are referred to in the letter of 4 September, and whether they have informed you of the timing of their return to living in their Brentford home.

Any other points you would wish to make which might help me with this inquiry would, of course, be most welcome.

I would be very grateful if it were possible to let me have a response by the end of the month. Thank you for your help with this.

*9 September 2009*

## **16. Letter to the Commissioner from the Director of Operations, Department of Resources, 21 October 2009**

Thank you for your letters of 9 and 24 September about the above complaint. You asked for my comments on the circumstances described by Mr and Mrs Keen, the interaction with the rules for parliamentary allowances and the extent to which Mr and Mrs Keen contacted the Department on this matter.

I am pleased to attach a summary record of the ACA/PAAE claims by Mr and Mrs Keen. You will note that for 2008–09 their claims are similar and consist of mortgage, service charge and council tax and these are generally shared between them. Mr Keen was reimbursed for the cost of the ground rent and the occasional telephone bill.

The PAAE rules changed for married couples from May 2009 as result of the Speaker's statement to the House, such that married couples who are both Members can now claim only to the value of PAAE for a single Member. For 2009–10 Mr and Mrs Keen have determined that Mrs Keen alone would claim PAAE.

In respect of the issues raised in the complaint, contact with the Department has, to the best of my knowledge, been two substantive discussions with me and an exchange of correspondence. The chronology was as follows

Early May 2009: Telephone conversation with Mrs Keen. She explained the slow progress of the building work and that she and her husband were now in serious dispute with the builder. My recollection of the details coincides with the information Mr and Mrs Keen have provided to you.

18 May 2009: Letter from Mr and Mrs Keen concerning the current home circumstances.

10 June: Letter from me to Mr and Mrs Keen confirming the position and agreeing that in the exceptional circumstances described I was prepared to accept that their Brentford home could continue to be recognised as their main home for the purpose of PAAE. I suggested a review of the position before the end of the year.

3 September 2009: Interview with Mr and Mrs Keen as follow-up to the letter of 10 June. They confirmed that they expected to be able to re-occupy their main home in October. I agreed in principle that PAAE could continue to be claimed on this understanding.

Two issues arise as a result of the above. First, I note that it was almost six months before the Department was advised by Mr and Mrs Keen that they were no longer occupying their main home. It would have been a sensible precaution for them to have done so earlier, but I would accept that it would only have become apparent to them that their house renovation was seriously going wrong at some point after December, by which time their priority and their energy was devoted to trying to retrieve the situation.

Secondly, was it right for the Department to accept that Mr and Mrs Keen's Brentford home continued to be their main home even though it was not occupied by them for some ten months? A first consideration here was whether to accept that Mr and Mrs Keen continued to have both a main and additional home. They paid council tax for both properties and they informed me that they continued to be registered for electoral purposes at their Brentford address and that they had every intention of returning to their Brentford home once it became habitable. On the basis of this evidence I concluded that they did indeed continue to have two homes.

The question then arose whether Mr and Mrs Keen's main home was no longer their Brentford home but instead that their main home had become their central London home by virtue of its full-time occupancy for the period in question. If this was the case then, arguably, they could have claimed reimbursement for the costs of their Brentford home but would have been prevented from claiming against their central London home.

The 2009 Green Book provides the Department with the authority to administer rules. Where there is disagreement the Members' Allowance Committee, and since July the Members Estimate Committee, are empowered to decide. In this case my consideration involved the fact that Mr and Mrs Keen considered their Brentford home to be their family home: I was informed that it was where their children grew up and where they had a circle of friends. I noted from our records that Brentford was their nominated main home since our records on this began. I also noted that legitimate costs continued to be incurred (council tax etc) and that such costs could have been claimed on their Brentford home if they had decided to change their nomination. It is also the case that from May there was a strong presumption against Members swapping the designation as between their main and additional homes.

On this basis, I was satisfied in May 2009 and again in September that it was reasonable to continue to allow Mr and Mrs Keen to nominate their Brentford address as their main home. On both occasions my decision was not an open-ended commitment on behalf of the Department: the first was reviewed after about four months, a process that Mr and Mrs Keen agreed to beforehand; the second occasion was on the understanding that they were in readiness to reoccupy their Brentford home in October. Had the Department been informed of a much longer period of non-occupancy then a different decision could not have been ruled out.

I hope this covers the point you have raised.

*21 October 2009*

## **17. Summary of Mr Alan Keen MP's ACA Claims in 2008–09 and Mrs Ann Keen MP's ACA Claims in 2008–09 and PAAE Claims in 2009–10**

	Alan Keen MP ACA Claims in 2008–09 (£)	Ann Keen MP ACA Claims in 2008–09 (£)	Ann Keen MP PAAE Claims in 2009–10 (£)+
Mortgage	13,797	13,797	5,000
Council Tax	1,029	1,438	823
Service Charge	3,406	3,406	2,531
Telephone charges	154	---	77
Ground rent	300	---	---
<b>TOTAL</b>	<b>18,686</b>	<b>18,641</b>	<b>8,431</b>

+ To 20 July 2009

*21 October 2009*

## 18. Letter to Mr Alan Keen MP and Mrs Ann Keen MP from the Commissioner, 22 October 2009

I have now heard back from the Department of Resources with their advice in respect of the designation of your main home.

I attach a copy of my letters of 9 and 24 September to the Director of Operations in the Department of Resources and his response of 21 October.

Before I conclude my consideration of this matter, it would be very helpful if you could clarify for me the following points:

1. The date when you moved out of your Brentford home because it was uninhabitable.
2. Why you did not inform the Department that you were no longer able to live at your Brentford home until May 2009, as the Director points out some six months after the problem arose. And given that you had left it for that period, why did you decide to notify him in May?
3. The full sequence of events from December 2008 to October 2009. I need to know a little more about the actions you took in respect of the building work problems over this period. This would include your contacts with the builder in question, your contacts with the valuer, and any other contacts, including legal advisers, with relevant dates for each contact. Did you, for example, consider claiming against insurance for any of the extra costs generated? Could you also clear up for me when the valuation assessment was commissioned? Your letter of 4 September says it was commissioned in February 2009. The letter of 28 May 2009 from the valuer which you enclosed with your letter of 20 July suggests that they wrote to you on 21 April and you instructed them on 7 May.
4. The date on which you moved back to take up residence in your Brentford home.
5. Whether you have sent a letter further to your letter of 21 September to the London borough of Hounslow to inform them that you have now resumed residence.

Meanwhile, I am writing to the Department to ask for copies of any records of the exchanges with you which the Director describes. (I already have a copy of the Director's letter to you of 10 June which you kindly sent me.)

If you could let me have a response to this within the next two weeks, I hope that that will provide me all the information I need to conclude my work on this inquiry. I am grateful for your help.

*22 October 2009*

## 19. Letter to the Commissioner from Mr Alan Keen MP and Mrs Ann Keen MP, 8 November 2009

Thank you for your letter dated 22 October 2009. You will see that we have already answered some of the questions in detail in earlier letters but are pleased to go over the same ground again in order to assist.

### **1 Date Moved out of Brentford**

We locked out the builder by arranging for the rear of the house to be boarded up and secured in the second week of December 2008. This made it impossible to access the house from the summerhouse and therefore impracticable to stay overnight.

### **2 Time Delay in Informing the Department of Resources**

With our work demands taking virtually all of our working hours, we were fortunate to be offered the assistance of a friend who undertook to negotiate with the builder to help us with our problems. His assistance was invaluable but his working at arms length from us extended the time scale. The sequence of events is detailed in 3 below. After ejecting the builder we expected the work would be completed in a matter of weeks but problem after problem arose and the time slipped past. Of course, had we had any idea that the work

would be delayed into the spring we have no doubt that we would have consulted the Department of Resources immediately.

### **3 Sequence of Events**

The reason we boarded up the house was in order to stop the builder from doing further damage. It was our intention to engage a new builder immediately and we presumed the house would be completed within a few weeks. We expected the builder to accept that the work was sub-standard; that he had grossly overcharged us, and we had little doubt that he would withdraw quietly.

However, our adviser found it impossible to deal with him as he changed his mind after appearing to agree to withdraw and then threatened to sue for the balance of the contracted price. It was obvious that it was essential to have the work to date valued by an independent company, ... It is difficult to remember the exact dates but we recall that the fruitless negotiations with the builder extended past the end of February. It was in February that [the company] visited the house. Following that visit we were invoiced for £776.25 and expected to receive a written valuation but after waiting some time, were informed that the first visit was to assess the work and give advice but that a further scrutiny was needed if we wished to have a written valuation of the work. Our adviser discussed the problems with [the company] in April and we finally gave instructions in early May for a full valuation that would withstand legal scrutiny. We were invoiced for a further £1,380 for the full written valuation that showed the total value of the work as less than £32,000 having paid more than £80,000 before the end of November 2008.

It has been mentioned in an earlier letter that a further delay was caused by the difficulty in negotiating a new mortgage.

### **4 Date of Return to Brentford**

We were first able to move back to stay in our Brentford home in early October. There is still some work to be completed. The original builder failed to finalise the detailed planning permission for the loft extension so that will have to wait for a final resolution. We are also waiting for the delivery of bi-fold doors to be fitted to the rear of the house.

### **5 London Borough of Hounslow**

We did not feel the need to communicate further with the London Borough of Hounslow. We know they have always been fully aware, even before the squatters moved in, that our home was never "derelict". We are awaiting a decision as to how we should address the Council's liability in this serious issue.

*8 November 2009*

## **20. Letter to the Director of Operations, Department of Resources, from the Commissioner, 22 October 2009**

Thank you for your letter which I received on 21 October responding to mine of 9 and 24 September about this complaint in respect of the designation by Mr and Mrs Keen of their main home.

I was most grateful for this response. I see that you had a number of contacts with Mr and Mrs Keen earlier this year. It would be very helpful if I could have copies of any records kept by the Department of these exchanges and of the review in September 2009. (I already have a copy of your letter of 10 June to Mr and Mrs Keen.)

I hope it might be possible to let me have any copies of these documents within the next week, since I would like to bring this inquiry now to an early conclusion.

I am grateful for your help on all this.

*22 October 2009*

## **21. Letter to the Commissioner from the Director of Operations, Department of Resources, 28 October 2009**

Thank you for your further letter of 22 October in response to mine of the day before. You asked for copies of any records kept by the Department of the exchanges referred to in my letter.

I attach a letter I received from Mrs Keen of 18 May to which I replied on 10 June. Both these letters are in effect the record of the conversation Mrs Keen and I had prior to 18 May. In that conversation we agreed that an exchange of letters would be the best way in which to document our discussion. No other formal or informal record exists.

I attach an e-mail I sent Mr Keen on 11 September, which records in brief the discussion he, I and Mrs Keen had the previous week. He replied on 18 September, also attached.

For completeness I also attach two records from the Department's telephone helpline log and Members' Centre log which record the only detailed conversations we appear to have had with Mr and Mrs Keen about the Additional Costs Allowance in 2008 and 2009.<sup>96</sup> Neither of these appears especially relevant to your current investigation.

*28 October 2009*

## **22. Letter to the Director of Operations, Department of Resources, from Mr Alan Keen MP and Mrs Ann Keen MP, 18 May 2009**

Following your telephone conversation last week with Ann Keen, we write to confirm the extraordinary circumstances that we found ourselves in. Our house in Brentford has been undergoing a loft conversion and other major refurbishment and we hope to be able to return in the near future. We were expecting to be able to move back in well before Christmas but have experienced serious problems with those responsible for the work.

We have lived in our home in Brentford for over 22 years and it continues to remain our "main" residence.

Thank you, again, for all your advice.

*18 May 2009*

## **23. Email to Mr Alan Keen MP, from the Director of Operations, Department of Resources, 11 September 2009**

I am sorry that I have not been able to contact you since we met last week.

This means I have not yet consulted others here about the position, but I will do so shortly. As I said, I am sympathetic to the very unfortunate predicament you have found yourself in. There is a question of continued eligibility for PAAE because your main home is still not habitable. It is this that I need to clarify for you.

Just to make sure that I have the chronology right, I recall the following as your description of what has occurred at your main home in Brentford.

August 2008 - building work starts. You continue to be able to live in your main home although for some of this time this is in the small detached annex.

December 2008 - building work is now obviously not going to plan;

January 2009 (correct?) - you are forced to move out as there is no longer access to some of the main house amenities (kitchen etc)

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<sup>96</sup> Not included in the written evidence

May 2009 - Mrs Keen contacts me by phone and then letter about your continued inability to occupy your Brentford home

June 2009 - I reply to May letter

June 2009 - Squatters move in

July 2009 - squatters evicted (delayed because house becomes crime scene)

August 2009 - new builders begin rectification

October 2009 - expected end of rectification work; main home to become habitable again. Would you be kind enough please to let me know if this is correct.

*11 September 2009*

#### **24. Email to the Director of Operations, Department of Resources, from Mr Alan Keen MP, 18 September 2009**

Thanks for the email. Your recollection of our outline of the events is correct that it was in mid December when we realised there was a serious problem with the standard of work but we acted immediately at that time rather than wait until January. We changed the locks to ensure the builder could not add to the problems he had already caused. We had to board up the rear of the house because the builder had left the back completely unsecured. Because of that we could no longer access the house from the summerhouse which we were using until then. It was December 2008 rather than January 2009 when we could longer stay at Brentford.

*18 September 2009*

#### **25. Letter to the Director of Operations, Department of Resources, from the Commissioner, 29 October 2009**

Thank you very much for your letter of 28 October responding to mine of 22 October in which I asked for copies of any records kept by the Department of the exchanges referred to in your letter of 21 October.

It was very helpful to have this further information. I propose to pass it on to Mr and Mrs Keen, but before I do so, could I ask about the relationship between the decisions you were making on this case and my inquiries into this complaint? It would seem that your initial decision, which you communicated to Mr and Mrs Keen on 10 June 2009, was made in advance of my receipt of this complaint, which was first sent to me on 24 June. By September, of course, my inquiry was already underway. Could you let me know whether you were aware of this at the time, and, in particular, whether Mr or Mrs Keen referred to this when you met them on 3 September?

If you could let me have a response to this within the next week, that would enable me to pass our correspondence to Mr and Mrs Keen and invite any comments they may wish to make.

Thank you for your help.

*29 October 2009*

#### **26. Letter to the Commissioner from the Director of Operations, Department of Resources, 6 November 2009**

Thank you for your letter of 29 October about the above complaint.

I can confirm that when I first spoke to Mrs Keen in May and at the time of my first letter I had no knowledge of any complaint to your office. I can also confirm that such a possibility was not discussed with Mrs Keen.

Subsequently, of course, Mr and Mrs Keen's circumstances became the subject of much national media coverage. The Department keeps abreast of such matters. I was therefore aware of the likelihood that a

complaint had been made and of the possibility that this would become a formal investigation by you. I believe this was mentioned in the media at the time. However, my letter of 10 June to Mr and Mrs Keen was clear that a review later in the year would be necessary if their home circumstances did not change significantly and my meeting with them in September, which was initiated by my office, was about this matter and nothing else.

As I recall, the meeting was, in the end brought forward because of a bereavement in Mrs Keen's family. Otherwise diaries meant that it might not have been possible until several weeks later.

The purpose of my request for a meeting was to establish the facts as they existed in September. The substantive discussion was about this and nothing else. I cannot exclude the possibility that a marginal reference to the complaint was mentioned in the general course of the discussion and my memory of the conversation is that it was, but at no time did this form a discussion topic in its own right. Mr and Mrs Keen did not ask for or otherwise solicit advice from me about the complaint, nor did I presume to offer any.

I trust this covers the matter in question.

*6 November 2009*

## **27. Letter to the Director of Operations, Department of Resources, from the Commissioner, 9 November 2009**

Thank you for your letter of 6 November 2009 responding to mine of 29 October about this complaint against Mr and Mrs Keen in respect of the identification of their main home.

I was most grateful to have this clarification. On the basis of what you have told me, it would appear that you had a meeting with Mr and Mrs Keen on 3 September and, at that meeting, established the facts about the sequence of events in relation to the building works at their home in Brentford. According to your letter of 21 October, you then agreed in principle that PAAE could continue to be claimed on the understanding that they expected to re-occupy their main home in October.

It would be very helpful if I could see any written record of that decision giving your agreement in principle to them continuing to claim PAAE. I would be grateful if you could let me have this within the next two or three days so that I can then take the matter forward with Mr and Mrs Keen.

Thank you for your help.

*9 November 2009*

## **28. Letter to the Commissioner from the Director of Operations, Department of Resources, 16 November 2009**

Thank you for your letter of 9 November requesting sight of any additional written records relevant to Mr and Mrs Keen's claims for PAAE. I can confirm that no other documents exist.

To clarify the position, when I saw Mr and Mrs Keen on 3 September I indicated to them that I might want to consult others, but that in principle I was content for the Department to meet claims on their additional home until the end of October. After further consideration, including verification of the chronology of events by Mr Keen (a copy of which was included in my letter to you of 28 October), I concluded that further consultation with others was not necessary and that my decision to allow them to continue to nominate their Brentford property as their main home could stand.

*16 November 2009*

## 29. Agreed Note of Interview with Mr Alan Keen MP and Mrs Ann Keen MP, 19 January 2010

### Present

John Lyon (JL)

Mrs Ann Keen MP

Mr Alan Keen MP

Note-taker

### Introduction

JL Thank you both for coming in. This is [the note-taker]. She will take a note of our discussion and show it to you so you can be satisfied as to its accuracy. The note would be included in any memorandum I submit to the Committee on the complaint and you can expect it to be published with the Committee's Report.

I wrote to you on 9 December to set out the procedure and to give you the main areas I suggested that we cover. Other matters may arise during the course of the interview.

I have invited you to give evidence together because, as I understand it, you take a common view on the issues raised. Is that right and are you content for me to interview you both together?

Mr Keen Yes. Ann will probably speak more in answer to your questions.

JL Are you content for me to go ahead on this basis?

Mrs Keen Yes, thank you.

### The Facts

JL Can I first summarise the facts, as I understand them? You bought your Brentford home in 1987 and have lived there ever since.

Mrs Keen Yes.

JL Your adult son has lived there with you.

Mrs Keen Yes, for about twelve years.

JL You bought your London flat in 2002.

Mrs Keen Yes.

JL The overall cost of your London flat was £527,000.

Mrs Keen Yes.

JL You raised an interest only mortgage of £520,000 in order to buy the flat for which you have

claimed in full on your ACA.

Mrs  
Keen

Yes.

JL

For 2008/09 you each claimed about £18,600 from the ACA, covering the mortgage interest, service charges, council tax, ground rent and telephone costs of your London flat.

Mrs  
Keen

Yes.

JL

You planned an extension and refurbishment of your Brentford home in 2008.

Mrs  
Keen

We planned it in the spring of 2008.

JL

Thank you. Before then you had no mortgage on your Brentford home. You owned it outright.

Mrs  
Keen

Yes. But we had not long paid off the mortgage.

JL

The building work in Brentford started in about July 2008.

Mrs  
Keen

Yes. We began in May/June with tasks such as emptying the loft. We had help from the people who would do the building work.

JL

It was intended to have been completed in December 2008, with the bulk of the work having been done by about October.

Mrs  
Keen

Yes. We undertook the work so that members of our family could all stay with us. We were always told that the December deadline would be met.

JL

Throughout most of that time you were able to live in the Brentford home, or at least in the annex at the back, gaining access to the house to use the kitchen and bathroom.

Mrs  
Keen

Yes. It is a modern brick built annex, converted from a garage, with an office and sofa bed, with electricity but no plumbing. For that you have to go into the main house. But it is only a few steps away from the French windows.

JL

The work did not go to plan.

Mrs  
Keen

Yes.

JL

The problems with the building work reached such a stage that you had to board up the house in December 2008.

Mrs  
Keen

Yes.

JL

From then you could no longer live there.

Mrs  
Keen

That is right. We had no access into the house from the back of the property.

JL

You accepted the offer of help from a friend to negotiate with your builder.

Mrs  
Keen

Yes. He was a friend of a friend.

JL These negotiations took till early March to complete.

Mrs Keen Yes, they ended in about March. The friend had pointed out that we were bound by our contract with the builder. He had said either you agree on arrangements to finish the work or you both walk away from it.

The builder kept changing his mind about walking away. It was not until March that he did so. He was very difficult to deal with. We have never had building work done before.

JL Meanwhile, in February, you commissioned a firm of valuers to visit the house. They provided advice later that month.

Mrs Keen Yes. Our friend suggested that as the builder wasn't playing ball we should get a report on paper, to use in the discussions with the builder. He recommended the company.

JL So you decided you needed a written valuation. After discussions in April, you instructed the valuers in early May to provide that valuation and this was sent to you on 29 May 2009.

Mrs Keen Yes. We had expected a written valuation in February but that didn't happen.

JL You also had to raise a mortgage to pay for the work. That took time.

Mr Keen Yes. HSBC don't give mortgages to people over 70 so we had to look elsewhere.

In fact we first realised the difficulties of this when the original builder called an emergency meeting at the very end of November 2008 to ask for more money to deal with problems of subsidence which he said he had found. He said we needed £20,000 to £30,000 more. We were shocked at what we saw at the house, with walls missing and so on. That was what prompted us to arrange through a friend for someone independent to look at the work in early December, and then to board up the house, which happened two or three days after.

We were told that we would have to pay a lot to put matters right.

JL You now have a mortgage of £108,000 on your Brentford home.

Mrs Keen Yes.

JL You planned to start the necessary work with different builders in July 2009.

Mrs Keen Yes.

JL But squatters moved in during June 2009 and it took some weeks for them to be evicted.

Mrs Keen Yes. It cost £5,380 in legal fees to prove it was our house.

JL The resumed building work started in August 2009.

Mrs Keen It was in September. It was difficult to find a builder. The squatters delayed the start date and our original choice moved on. So we decided we needed a real specification. We did the specification properly and in detail, launched a tender and found some very good local people who started in September.

I wish we had done that before.

JL The work was largely completed in October 2009. But that did not include completion of the work on your loft extension, an important part of the original purpose of the refurbishment,

and delivery of the bi-fold doors. The work is now almost completed.

Mrs Keen Yes. We were able to move back there in that month. There was still work to do but we could sleep there. The heating was on.

The original builder had not obtained planning permission for the dormer, which had to be removed. We have lowered the ceiling of the floor below and we will settle for a loft window. The bi-fold doors have now been installed, and the stairs have now passed building regulations. It is almost completed.

JL Throughout this period, with the agreement of the Department of Resources given in June and again in September 2009, you continued to claim in the normal way against parliamentary allowances for your London property.

Mrs Keen Yes.

JL Is that a fair summary of the facts?

Mrs Keen Yes.

### **The Building Work**

JL Can I now ask you about the initial building work? You say in your letter of 20 July that you “became more and more concerned about progress”. When did you start to become concerned?

Mrs Keen It was when we had a progress meeting in August and there seemed to have been little progress. We were told they had been putting steel beams on pads, and they were waiting for a structural engineer.

Mr Keen Then in August the builders all disappeared on holiday. In September we were told that the roof needed replacing, but when I said that the costs would have to come out of the original estimate, it was never mentioned again.

JL When did you realise that the work wasn’t going to be completed by December 2008?

Mrs Keen We were given further assurances in September/October when the project manager went on holiday. He went on honeymoon to Bali for four weeks. He told us he had arranged for a replacement to come onsite daily.

He said he would have twelve people onsite, and the work would move very fast.

It could have been the end of October when we realised it was just not possible to be finished by Christmas.

JL Did you discuss a new end date?

Mrs Keen I thought we were talking about January at the worst. The project manager said the delay was down to structural problems and not his fault, and that the Council had not co-operated.

He was pressing us to dig out the basement further, which was extra work which we had not asked for and could not afford. He said that if we did not have the money he would wait for it. And he wanted us to think about finishes. He offered his wife’s help with this: “I can take all that worry away from you.”

He said they would work weekends, that the end date could slip a week, that it was he who would be the loser because of the penalty clause.

We were taken in. It is embarrassing.

Mr Keen He was a charming man.

JL Can you tell me a bit more about why you boarded up the house?

Mr Keen The French windows at the rear of the house had been removed to make way for the bi-fold doors, and boarded up but not securely. The back door to the garden was flapping open with only a boulder behind it to block access. We needed to make it secure.

Our friend arranged for someone to come and board up the house. It was all done in two or three days. Once it was boarded up we had no access from the rear of the house.

JL But was the main house usable? How did the squatters live there when you couldn't?

Mrs Keen They came in through the front door. The squatters brought their own camp beds, used the kitchen and set up washing facilities. There were cement bags everywhere, loose wires, exposed copper pipes. But they didn't seem to mind. They didn't get into the annex although they tried.

But for us to access the kitchen and bathroom from the annex once we had boarded up the house we would have had to go out through the garage doors, to the road and in through the front door.

JL Could someone have made the back door usable to give you access to the main house?

Mrs Keen I don't know. It was unstable, it didn't look safe. We were told the safest thing would be to board it up. We didn't investigate that.

JL May I ask about any contingency plans? Did you ever consider the possibility in planning this major refurbishment that you might have to get out of the property completely?

Mrs Keen No. The agreement was that the builder would do one room at a time. Most of the major work was to the loft. Had it been done properly there would have been no major disruption.

It was questionable whether the kitchen would be replaced. In the end we had to do it because the floor was so badly damaged.

JL Did you ever discuss contingency plans with the builder?

Mrs Keen No.

JL Most builders would prefer the place to themselves for such major work. Why not yours?

Mrs Keen We didn't want the house to look like a building site. We asked him to undertake the work with as little visible disruption as possible. We asked him to work responsibly. We asked him not to leave rubbish or annoy the neighbours in any other way.

JL Were you insured for unexpected problems which occurred with your home?

Mrs Keen We thought the builder was, but we weren't. He was a builder, architect and project manager. He employed the other builders.

JL Your adviser friend started to work on the problem and to negotiate for you with the builders. What qualifications did he have?

Mrs Keen We believe he has his own building company.

JL Was he paid?

Mr Keen No. It was done for friendship. He was a friend of a friend. And the boarding up was done for free, because they felt sorry for us. But we did pay for the written valuation. And I got him to send the £750 invoice to me.<sup>97</sup>

JL Why did you not get professional advice in December 2008, by which time you had spent some £89,000?

Mrs Keen The friend who was helping us suggested that we should argue with the builder and the outcome would be that the work would be put right. He said it was not worth taking the builder to court, that we would get nothing out of him. And he did go into liquidation in the end.

So our friend negotiated with the builder and in January the builder was still saying he was going to finish the job.

JL Given the awfulness of the situation, why did you not take immediate action to get the place restored by someone else and sort out the legal position later?

Mrs Keen Our friend told us that no-one would want to take over the work. There were wires hanging out of the wall—no electrician would give the electrics a certificate.

We still had a contract with the original builders. We were contractually required to let them do the work. In January we were still getting letters from their solicitors asking for more money. We only got someone else to take over the work after they went into liquidation. The original builder was demanding £10,000 to walk away.

JL Can you help me on the work of your valuer? You received a report in February.

Mrs Keen Yes. That was oral, although we had expected a written report.

JL Why did you then commission a written report in April if your discussions with the builder ended in March?

Mr Keen We wanted the report to protect us in case the builder took us to court for non-payment. So we commissioned a written report, which we received in May.

### **The New Builders**

JL May I now ask you about the new building work? Your letter of 20 July says that you hoped to be back in your Brentford home “ hopefully in a few weeks.” I took that to be by some time in August. You did not get back till October. Why was that?

Mr Keen The builders started work in September.

Mrs Keen The squatters caused a delay because the builders we had found had to wait while they were evicted, and we drew up a detailed specification. And the house became a crime scene and we had to wait for the police to finish their work on it. After that these builders had other commitments. So we had to find a new building firm.

JL When were the planning difficulties with the loft conversion first identified?

Mr Keen Our friend knew someone who did planning and he told us that what had been done did not meet planning requirements.

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<sup>97</sup> In their comment of 3 February on the note of this meeting Mr and Mrs Keen said, “There were two invoices for the valuation work. The initial one, for £776.25, was originally sent to our friend for payment, but we insisted that it was altered and charged to us. The second invoice, for £1,300 plus for the written valuation, was sent directly to us.”

We now know that the original builder had discussions with the local authority about the dormer, and that he was told that there were restrictions on its size because the house is in a conservation area. But I don't believe it went to the planning committee.

JL Looking back, what would you say to the suggestion that you could have got back to your house earlier had you not been able to live in your London flat?

Mrs Keen I would not agree.

Our lives were so disrupted, sometimes I was back and forth two or three times in one day. I had to change in a local hotel. It would have been much more convenient to be at our home. Usually I would be at home in the gap after my Friday advice surgery. But I couldn't do that.

It is much more convenient to be in our main home. In our London flat we don't have people around, we can't have family there.<sup>98</sup>

Mr Keen We have had no social life since we can't invite anyone back.

At the moment we are still allowed to claim for the flat. I am claiming against the allowances for the London flat for this half the year. For the first half of the year, Ann claimed. But this allowance is set to stop altogether for us. So we will have to decide what to do.

#### **Interim Accommodation**

JL Can I ask you now about your living arrangements from July 2008 to December 2008? Can you confirm the schedule you sent me on 4 September which suggests that you spent no nights in your Brentford home during the 2008 summer recess from July to the end of September?

Mr Keen Yes. We did not stay in Brentford until the start of the new parliamentary term. We went on holiday and stayed with friends and family.

JL And can you confirm the schedule you sent me on 4 September which suggests that from October 2008 you reduced the number of nights you spent in Brentford each week from four to two?

Mr Keen Yes, that is right. It would have been Fridays and Saturdays.

Mrs Keen I might have stayed elsewhere on a couple of these occasions, when I was duty minister.

JL Some of your furniture was already in store. How was it possible then to use the house?

Mrs Keen Some of the furniture was left, as it was to be painted or "distressed". And the piano was still there. Some of the furniture went with our son and some went into storage.

JL You say in your letter that you had an "informal arrangement" while the worst of the disruption took place. What was that?

Mr Keen "Ad hoc" would be a better term. It was, "If we are not needed, tell us and we will go."<sup>99</sup>

JL Did you have an arrangement to stay elsewhere in Brentford instead?

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<sup>98</sup> In their comments of 3 February on the note of this meeting Mr and Mrs Keen said, "We have always used the London flat for work purposes only and have not used it socially as we would do at Brentford."

<sup>99</sup> In their comments of 3 February on the note of this meeting Mr and Mrs Keen said, "It was, 'f it becomes impracticable for us to stay, tell us and we will move out for a temporary period."

Mrs Keen No.

JL In the light of your experience without the Brentford house, is it possible to say that you could serve your constituents from central London?

Mrs Keen We did so, but it was inconvenient.

JL Did you at any time have to stay overnight in Brentford over that period?

Mrs Keen No.

JL You say that you continued to pay council tax on your Brentford home plus other outgoings. Did you claim for a council tax rebate since the property was not occupied?

Mrs Keen No. We didn't think about it.

JL Have you now returned to your previous pattern of overnight stays - four nights a week in Brentford?

Mrs Keen Yes.

#### **Consultation with the Department of Resources**

JL Can I now ask you about your consultation with the Department? Why did it take until May 2009 to raise your predicament with them?

Mr Keen We never thought it would go on so long but it did.

Mrs Keen It was always "By next week we'll know about this". We were always expecting news, always expecting a resolution.

JL What triggered your call to the Director in May 2009?

Mrs Keen I can't remember. It may have been triggered by conversations with other Members. Nevertheless I thought I needed to speak to the Fees Office. I was always concerned about how I managed in relation to the problems, and about publicity.

JL Why did you ask to see the Director again in September? Did you discuss the complaint?

Mrs Keen He had said to keep in touch. He undertook to put something in writing, and said keep in touch. We did not discuss the complaint.

#### **The Rules**

JL Can I now apply the rules to your situation? The rules require you to have more than one home before you can claim for a second home. Why do you think you had two homes when you could not live in Brentford for the best part of 11 months, from December 2008 to October 2009?

Mr Keen I was aware that I needed to have two homes in order to claim the ACA. I have known this throughout my time as a London MP.

JL Why did you consider that given the difficulties of access, which continued for most of 2009, your Brentford property was still your home for the purposes of your allowances?

Mrs Keen In our mind it was still our main home. We only had to leave because of the problems of access, because of the squatters and the crime investigation. We had plans to put right the problems. We expected to be back in the summer of 2009. The piano was still there and other bits and pieces.

JL Did you use it during the day between December 2008 and October 2009? For example to change your clothes, or collect the post—or make a cup of tea?

Mrs Keen Yes, I collected the post, and watered the garden in the summer. Our friends helped to clean up after the squatters, and we used industrial cleaners, who dealt with the cement dust. After that we were there more during the day. I met friends there and had meetings with possible builders in the kitchen.

In August I put in window boxes and flower baskets. And we trimmed the shrubbery.

JL So was it that you were at the house during the day and in the evenings you went back to your London flat?

Mrs Keen We started using the house more again once the new builder had replaced the wooden doors and windows. Before that we had no access from the annex.

In about September 2009 I could start to take pride in the house again—I changed things, moved things around, put in a new clothes rail. We couldn't do that before August.

JL Is not the implication of the Green Book that a home must be somewhere where you can and do stay overnight?

Mrs Keen We used the house for other purposes before it was boarded up. But after that we could not stay there.

JL Can I ask you why you still considered that Brentford was your main home? The principal rule up to April 2009 was that your main home was where you normally spend more nights than anywhere else. From July 2008 that normal expectation was not met, and it was not met until October this year.

Mrs Keen We did not think of that. What happened to us was through no fault of our own. We simply wanted to get back however long it took. We don't feel we've been irresponsible, even if it might be suggested that we could have put in a steel door to give earlier access to the main house. We didn't mislead anyone about our arrangements.

JL The then rule allowed for exceptions. Do you think that your circumstances were an exception to the normal rule?

Mrs Keen We didn't instigate the problem. I expected the work to be done in the recess, and for my home to be in order for Christmas [2008]. The circumstances that happened caused great cost to us. They were not in accordance with our expectations. We never planned for these.

Mr Keen I could have claimed hotel costs.<sup>100</sup>

Mrs Keen I believed the situation would be put right, and the project manager would either put it right or walk away.

I never envisaged this delay. We weren't back by the end of June [2009]. Then we should have been in by the end of July [2009] if it were not for the squatters. In the end we had a year away

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<sup>100</sup> In their comments of 3 February on the note of this meeting Mr and Mrs Keen said, "If we had re-designated our main home as London, we would, presumably, have been entitled to claim hotel expenses for staying in the constituency for three nights a week."

from the home.

JL In the end the work was done quite quickly, in six weeks from August/September to October [2009]. The rest of 2008–09 went by without much progress. Do you think the problems could have been sorted out much more quickly if you had had expert help earlier?

Mrs Keen How?

We considered a lawyer in January after we had already spent £89,000, but we didn't go for that. We asked how we could get the money from the builder or help to get the problems fixed. We were told we were tied into the contract and we would have to continue with him.

A lawyer would not have been any quicker.

Mr Keen You mean could we have got someone earlier between December and June?

Mrs Keen How? Everyone said that no electrician would take responsibility for another electrician's work.

Mr Keen We thought we were going through proper procedures.

Mrs Keen We were tied by circumstances. I don't believe we could have got someone earlier.

JL Wouldn't some people think that the property had been a main home, would again become a main home, but could not be called a main home while it was a building site?

Mrs Keen It was my home. I paid council tax, had post delivered there, paid the TV licence, I was in and out until I couldn't do that any longer. Everyone knows that is my home and I did everything in my power to be back in it. It wasn't a building site: it was described in the paper as derelict, but derelict houses don't have post delivered, people going in and out, attending to what they could in the garden.

JL The rules require that a Member should not receive personal benefit from their claims. What do you say to the argument that when you continued to claim on your London property when your Brentford home was uninhabitable, parliament was covering some of the costs arising from the loss of your Brentford home because otherwise you would have had to rent your own accommodation?

Mr Keen I could have said London was my main home and stayed in a hotel in Brentford and claimed the costs from the ACA.

JL Did you consider this?

Mrs Keen No, I didn't think about it.

JL Do you consider that you received a personal benefit from your claims on your London flat? If you had not had the flat wouldn't you have had to take overnight accommodation elsewhere?

Mrs Keen Do you mean I should have stayed in a hotel?

JL You had your London flat for parliamentary duties. Suddenly you are spending many more nights there. If you had not had that flat, wouldn't you have had to stay elsewhere?

Mrs Keen It didn't feel like a benefit. It felt like more of an inconvenience. I was trying to fulfil my obligations and duties without letting anyone down.

JL What would you say to the suggestion that when you used your London flat more, it became a substitute for your main home and you should have reduced your ACA claims on account of

your personal use of the flat?

Mrs Keen These were exceptional circumstances, as we said in May. I felt that we were allowed to use the flat. The situation was not 'normal' as our circumstances were so different.

If you are suggesting that I should have thought of a solution and didn't, and that we stayed in the London flat against the wishes of the House and took a benefit—that didn't feel like what I was doing.

Advice must have been taken before the Director took his decision. But understandably you put it in a different way today.

JL I understand it was stressful and difficult.

Mrs Keen I asked for advice and did not consider the matter further. The work on our home continued.

JL If you wish you can think about the question and respond later.

Mr Keen The taxpayer meets the cost of the allowances so we can do our job. Our second home is within walking distance of the House. We were still doing parliamentary work. It never entered my head that there was a problem.

JL I shall have to consider whether you had more than one home, whether Brentford was still your main home in this period, and whether you received a personal benefit from these claims. Those are the issues I shall have to resolve.

Mrs Keen Are you saying that, after everything that went so wrong, we had a benefit? Have I received insurance money? No. Have I saved any money? No.

If the House authorities had said that I couldn't stay in London I would have done something else. I did feel supported by Parliament through this difficult situation.

But a different decision would have forced us to do things differently. The Director said in May that advice would have to be taken before he spoke to us again. And in September he said come back if there any more problems. He said that so far we had done what has been asked of us.

We never intended to gain in any way.

JL I note that you did not intend to benefit, but did it happen in fact? Without that support you might have had to stay in a hotel on two or perhaps three nights a week.

Mrs Keen Well, yes, when you put it that way, it did happen. But it was never put to me and so I never considered it. But I can't say no.

JL Are there any other points you would like to make?

Mrs Keen I would like to say one more thing. Democracy requires opposition, but the opposition we face from our local Council is not normal opposition. The photo of our home was taken and given to the Council deliberately. Journalists covered the rave on the squatters' last night in the property and the media gave it publicity and even bought booze. I have had great sympathy from politicians of all parties for what I have gone through. There is a concern that a parliamentarian should go through this.

If this happens then such support cannot be bad. The consequences of this will be with me for the rest of my life.

Mr Keen The media call us Mr and Mrs Expenses, but we have never claimed for furniture; we do not claim for a TV licence;<sup>101</sup> we were never chasing after a benefit. If our London flat was some help it was not on purpose.

### Conclusion

JL Thank you. The note-taker will now prepare a note of our discussion and show it to you both so you can comment on its accuracy. As you know you can expect the note to be included with the memorandum I will prepare for the Committee and it will be subsequently published with the report. Once I have the note of the meeting I shall prepare the factual sections of my memorandum which again I would show you both, along with the written evidence, to check its accuracy.

I will then add my conclusions and submit the full memorandum to the Committee. At that stage I inform the complainant in confidence that I have submitted the memorandum. The Clerk will show you it and invite any comments you want to make about it and any comments will be submitted to the Committee with my memorandum. Thank you for coming in.

21 January 2010

## 30. Letter to the Commissioner from Mr Alan Keen MP and Mrs Ann Keen MP, 3 February 2010

Thank you for the courtesy extended to us at the interview ... We would like to have the opportunity to answer in more detail on some important areas.

The notes of the interview explain the technical reasons for the delay in informing the Fees Office (Mortgage difficulties, legal threats and because we never doubted that our problems would be resolved quickly on a weekly basis).

We understand and agree that it is essential to have a rule ensuring that a second residence close to Parliament could only be legitimately funded by the taxpayer if a "first home" existed. ***It would obviously be unacceptable for financial support to be given if there was only one home but we have always had two homes.***

The schedule of "stays" over the seven year period submitted to you illustrate that Brentford has always been where we spend the majority of our time and it has been our family home for nearly 23 years. ***Throughout the time we were unable to sleep in our home we continued to pay our mortgage, council tax and other services and our post has always been delivered to Brentford*** other than the period when it was occupied by the squatters when we arranged to collect it from the Brentford sorting/delivery depot.

Our circumstances were accepted as "exceptional" by the Fees Office and at all times we served our constituents, attended Parliament and Ann continued with her ministerial responsibilities.

We have not claimed the full ACA allowance and Ann has never claimed car mileage allowance since she was elected in 1997. Our explanation of the problems we have endured came about by exceptional circumstances. We therefore consider this to be legitimate because of this agreement by Parliament. We continued to incur personal cost for our first home at the same level as before the building work commenced. We cannot, therefore, see that this can be perceived as a benefit.

3 February 2010

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<sup>101</sup> In their comments of 3 February on the note of this meeting Mr and Mrs Keen said, "Although the rules allowed, we have never claimed for the purchase of any furniture, washer/dryer, microwave cooker, TV set or TV subscription."

### **31. Letter to the Commissioner from the Director of Operations, Department of Resources, 16 February 2010**

Your office has asked for further information on the claims of Mr and Mrs Keen. I set out below the information requested and additional information in the attachments to this letter.

First, I can confirm that the amounts claimed and set out in my earlier letter in respect of 2008/09 do not need updating and remain correct. These were the totals before any repayments were considered.

Secondly, I can confirm that Mr and Mrs Keen have made no repayments other than the one of which you are aware of £1,321.

Thirdly, I attach two tables of the amounts claimed separately by Mr and Mrs Keen for PAAE in 2009/10 for the period until the end of September.<sup>102</sup> The tables show that Mr Keen made no claims in that period, although an October claim included the costs of a phone bill for July to October. I have included this payment in the table for completeness.

In my letter of 21 October I said that Mrs Keen alone would claim PAAE (so that PAAE was claimed to the value only of one entitlement as reflected in the Speaker's statement of May 2009). I now understand that Mr and Mrs Keen have decided that they will each claim a proportion of the total PAAE available to them.

*16 February 2010*

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<sup>102</sup> Not included in the written evidence. In the period to 30 September 2009, Mrs Keen has made no claims beyond those listed in WE 17. The phone bill claimed by Mr Keen was for £87.

## Appendix 2: Letter to the Clerk from Mr Alan Keen MP and Mrs Ann Keen MP, 8 March 2010

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We would like to thank Mr Lyon and his staff for the courtesy extended to us throughout this complex experience.

Our intention was to have alterations to our home to enable our grandchildren to stay with us for Christmas 2008.

We discovered the serious extent of the deliberate damage to our home and thereafter the continually changing circumstances we found ourselves in.

We were forced to board up the rear of our home which the builder had left exposed and unsafe. Our house is easily identified and it was the safest and most responsible measure to take. We relied on friends' contacts as this was the beginning of the Christmas holiday period and difficult to manage.

We submit the following chronological summary of the time period in question and ask you to consider if we made all reasonable endeavours to put the matter right within the rules of the House.

### **Jan/Feb 09**

Undertook a comprehensive review of the state of our home in terms of structure, planning, building regulations, health and safety and cost.

Continued to apply for an additional mortgage to finance the new refurbishment as all our original funds had been used to pay the builder for work that was mainly unsatisfactory. This was a particularly difficult task because of the economic situation.

### **Feb/March 09**

Instructed professional help from structural engineers, quantity surveyors, planning consultants and lawyers assisted by our advisor. During this period we were receiving legal demands for more money from our previous builder who was refusing to "walk away" from the contract. It took until May for this matter to be finally resolved with regular letters and email exchanges between us, the builder, our representative and our former builder's lawyer.

New mortgage finally approved.

### **Mar/April 09**

Initial reports on the house were insufficient and further reports were commissioned and paid for.

### **May 09**

Final professional valuation of the first builder's work was received (£33,000 compared with payments totalling around £90,000).

Contract terminated and tenders sought and agreed through our representative from new builders.

It was around this time that the media made false accusations that the refurbishment of our Brentford home may be financed from public funds. After discussion with colleagues, we contacted the Department of Finance and were given support and permission to continue on condition that we reported back on progress towards re-occupying our home.

### **June 09**

Letter leaked by local council to the local press and aided by broadcasts by BBC and Sky News, the public were alerted that we would have our home re-possessed because our house had been derelict for some time despite the fact that various members of our professional team were in regular contact with departments within the Council regarding planning and building regulatory matters. Within a couple of days, squatters occupied and defaced our home with defamatory slogans of a highly personal and pornographic nature. This meant that we lost the new builders as we could not guarantee if or when we would get our house back.

### **July 09**

After an expensive legal preparation of the case to get our house back we were granted a possession order so that we could continue the work. On the last night of the squatters occupation of our home and courtesy of the media and internet interest a final rave was held and during which reports of sexual assaults rendered our home a temporary crime scene. Our house was described as a "graffiti sprayed, comedy club" with squatters raising money for their political cause. Thereafter we began a new search for a reputable builder and engaged one firm immediately so that we could repair the damage done by the squatters. This enabled us to have a very basic means of using the house while at the same time starting to reverse the damage done by the first builder.

### **August 09**

By the end of this month we had all tenders in and the work that started in July proceeded at a faster pace.

### **Aug/October 09**

Extensive work was completed during this period leaving elements to be completed as time and money allowed in subsequent months. From this point we were able to return to a more normal pattern of our working life.

### **November 09**

New builders discovered a new major fault caused by the rogue builder. This required extra work but did not seriously disrupt our living conditions.

## SUMMARY

During all of this disruption and stress we continued to fulfil our Parliamentary, ministerial and constituency duties. Throughout this period we continued to pay the full costs of our Brentford home including mortgage, full council tax and utilities. Our post was always delivered to Brentford. We regularly went to our home and attended to the basics of the upkeep of our home as much as the circumstances allowed. The cost to public funds was not increased in any way by the fact that we were unable to stay in our Brentford home for a number of months.

We would be pleased if it could be possible to publish as little as possible about our personal movements because Ann has been subjected to persistent and serious threats over many years with one instance resulting in a conviction for threatening behaviour.

Thank you for your consideration.

## Formal minutes

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**Tuesday 9 March 2010**

Members present:

Sir Malcolm Rifkind, in the Chair

Mr Kevin Barron

Mr Chris Mullin

Mr Andrew Dismore

Mr Paddy Tipping

Nick Harvey

Dr Alan Whitehead

Draft Report (Alan Keen and Ann Keen), proposed by the Chairman, brought up and read.

*Ordered*, That the Chairman's draft Report be read a second time, paragraph by paragraph.

Paragraphs 1 and 2 read and agreed to.

Paragraph 3 read, amended and agreed to.

Paragraphs 4 to 20 read and agreed to.

Paragraphs 21 and 22 read, amended and agreed to.

Paragraph 23 read and agreed to.

Paragraph 24 read, amended and agreed to.

Two papers were appended to the Report.

*Resolved*, That the Report, as amended, be the Tenth Report of the Committee to the House.

*Ordered*, That the Chairman make the Report to the House.

[Adjourned till Tuesday 16 March at 9.30 am