

BETWEEN:

- (1) QWR Properties NW07 Limited
- (2) Wembley NW07 Investments Limited
- (3) QWR Properties NW09 Limited
- (4) QWR Properties E01 Limited
- (5) QWR Properties E03 Limited
- (6) QWR Properties E05 Limited
- (7) QWR Properties SW03A Limited
- (8) QWR Properties NE02 Limited
- (9) QWR Properties NE03 Limited

Claimants

-and-

PERSONS UNKNOWN ENTERING OR REMAINING ON ANY PART OF THE QUINTAIN BTR ESTATE,
WEMBLEY PARK WITHOUT THE CONSENT OF THE CLAIMANTS THEIR AGENTS OR ANY LAWFUL
OCCUPIER OF THE QUINTAIN BTR ESTATE

Defendant

WITNESS STATEMENT OF SARAH BIRCHLEY

I, Sarah Birchley, of 180 Great Portland Street London W1W 5QZ will say as follows:

Introduction

1. I am a solicitor and Executive Director of Quintain Limited, where I also hold the role of General Counsel. In my role as General Counsel, I lead the Quintain group of companies' in-house legal operations for which I have overall responsibility. My role has a particular focus on the group's real estate holdings and operations. I have held this role since 2020.
2. I make this witness statement in support of an application for an interim injunction to restrain persons unknown from entering or remaining on Quintain's managed Built to Rent estate in and around the Wembley Stadium development ("the Quintain BTR Estate") without permission.

3. The facts and matters in this statement are within my own knowledge unless otherwise stated. Where I refer to information provided by others, the sources of such information are identified and I believe such information to be true.
4. I exhibit to this statement a bundle of true copy documents to which I refer in this statement marked as exhibit "SB01".
5. This application is necessary due to persistent and escalating incidents of unlawful trespass which pose a serious risk to safety, property, reputation and the enjoyment of the Quintain BTR Estate by its lawful residents.
6. When I refer to "Quintain" in this statement I am referring to the overall group of companies that form and operate the business known as Quintain which is a property development business responsible for the substantial redevelopment and regeneration of the land in and around the new Wembley Stadium. There are multiple property holding and operating and management companies within the Quintain group, and the Claimants are all part of this group.

Summary

7. Whilst the statement of my colleague Gareth Bone goes into the detail of the incidents that have given rise to this application, to assist the court I will do my best here to summarise the issue at hand.
8. As is explained below, Quintain's business is that of a Build to Rent provider of homes, which are made available to the public to let on short term tenancies.
9. Quintain has led the redevelopment of the area in and around the new Wembley Stadium from a mixture of industrial and open land uses into a vibrant mixed use destination that includes a number of Build to Rent buildings operated by Quintain housing over 3000 people within the Quintain BTR Estate.
10. These buildings are not just blocks of flats, but are each purposely built and differently designed living spaces providing apartments, but also provide high quality communal spaces and amenities.
11. The goal was to create within the Quintain BTR Estate a vibrant community with our tenants having spaces not just to rent apartments, but also providing the Claimants' tenants with exclusive use of spaces to work and socialise within the buildings of the Quintain BTR Estate. This has been extremely successful and we are very proud of what we have created.
12. Sadly, a biproduct of this success and the attraction of so many people to come and live and enjoy the Quintain BTR Estate has been that the estate has become an attraction for trespassers, overwhelmingly young people, who seem to wish to treat the private spaces within the Quintain BTR Estate, to which the public do not have access, as their own recreational spaces.

13. These trespassers breach our security measures, either by tailgating our own tenants into the buildings or by forced entry, and then go on to access the amenity spaces within the buildings, often causing damage when doing so.
14. The problem started more or less as soon as buildings within the Quintain BTR Estate became operational, and has grown and grown ever since.
15. Despite our best efforts to attempt to mitigate or stop these incursions, the problem has become so serious that it is affecting our lawful tenants use and enjoyment of their homes, is causing difficulties for our retention of staff who feel threatened by this behaviour and is ultimately affecting the reputation of the Quintain BTR Estate as a place that people want to come and live in and be a part of.
16. The steps we have taken to prevent these incursions have not worked. These incidents are a weekly, often daily occurrence, and the problem shows no signs at all of abating.
17. Quintain has, of course, looked to manage the problem itself through increased security measures, closing off common parts of the Quintain BTR Estate and seeking to engage with the police, but without seeing any real response.
18. Given that this ultimately relates to our tenants' homes, we have come to the conclusion that we require the assistance of the court to help us stem this tide of unlawful behaviour by way of court injunction.
19. It is not Quintain's intention or desire to impact or affect any lawful use or user of the Quintain BTR Estate. We simply seek an order that will prevent these trespassers from entering into the private parts of the Quintain BTR Estate (where no-one except our staff or our residents and their guests should ever be) and disrupting the lives of our residents and Quintain's lawful business.

Context: Quintain, its business and its overall corporate structure

20. Quintain's primary business is as the developer and operator of "Build to Rent" property, colloquially referred to as "BTR".
21. BTR as a concept can be described as a private living product, whereby a developer designs and constructs developments of individual dwellings (often apartments). Rather than selling those apartments to owner occupiers of long leases, the ownership of the dwellings is retained and they are let out to customer occupiers on short term lettings which the building owner manages.
22. The goal is to create a community living space, not just a block of flats.

The Wembley Park Estate

23. The Wembley Park Estate is shown outlined in red on the Plan exhibited at

SB01/01 page 2 and is owned by a variety of companies within the Quintain group. It was purchased in parcels of land over the course of 20+ years. The Wembley Park Estate features around 50 restaurants, shops, playgrounds, parks, services including a nursery, dentist and medical centre, and entertainment venues, such as Box Park and a theatre, which are enjoyed by residents and visitors alike.

24. As can be seen from the Plan, the title is very large and as a consequence of the way it was assembled, comprises very large number of title numbers with freeholds held by multiple Quintain companies.

25. This application only relates to those parts of the Wembley Park Estate which make up the Quintain BTR Estate, and in order to keep matters manageable for the court, I have set out in this statement full details of the title of the leasehold land owned by the Claimants that are necessary for this application, even though all the freehold areas of the Quintain BTR Estate are held within the wider Quintain group.

The Quintain Estate – Title and Description

26. The Quintain BTR Estate is a private residential development located in the Wembley Park Estate which surrounds the Wembley stadium site. The location of the Quintain BTR Estate can be distinguished from other large BTR schemes in the capital because it has been developed to include a large amount of a public realm around the iconic Wembley Stadium and is surrounded by historic and well-established communities. The public realm areas and pedestrian boulevards of the Wembley Park Estate run right up to the entrances to the residential blocks which comprise the Quintain BTR Estate, rather than having gates around the residential blocks. This sense of integration is an integral feature of the Quintain BTR Estate.

27. The Quintain BTR Estate was the key element of the wider Wembley Park Estate vision to transform the entire area into a vibrant 365-day-a-year destination. Our website sums up the vision as follows, *“Since 2004, Quintain has been working on one of London’s largest development schemes, Wembley Park, transforming long-neglected space around the National Stadium into a vibrant new district of London”*. I enclose the entire article at **SB01/02 at pages 3 –21**. This vision was created

and curated by Quintain with the support of the relevant local authorities and pursuant to the relevant master plan.

28. The “before and after” photographs at **SB01/03A-B pages 22 – 37** show the complete transformation of the area, since the demolition of the old Wembley Stadium in the early 2000’s. What was once bare industrial land has become a vibrant and busy home for many. I also enclose a slideshow that was put together by Quintain to illustrate the significant transformation of the Wembley Park Estate at **SB01/04 pages 38 – 49**.

The Quintain BTR Estate

29. The Quintain BTR Estate comprises 9 private buildings of BTR residential flats each of which have a specific name and carefully designed integrated communal spaces, landscaped communal gardens and carefully curated amenities for their residents to enjoy. Each development and building has a distinct and bespoke design but they all contain unique and creative ways to encourage residents to socialise and enjoy the spaces provided. For example the ‘activated’ rooftops boast pirate ships, giant deck chairs, ‘Volkswagen style’ campervans and even a slide from one level to another. The emphasis is on enjoyment and providing stylish and fun places for residents and their guests to spend their free time. It should be emphasised that all these spaces within the buildings are designed to be entirely private to be enjoyed by the residents only and their specifically invited guests. These spaces are set aside for residents only and are not accessible to the public, being behind doors which are only accessible by residents and Quintain members of staff who hold the relevant key cards to get past the security doors.

30. The 9 separate residential buildings which together make up the Quintain BTR Estate are identified on the Plan shaded in different colours. The table below identifies the different buildings, the owning entity and the relevant HM Land Registry title number. I also exhibit Land Registry Office Copies, or a copy of the relevant lease for each development where there is as yet no title register available for download from HM Land Registry.

Building reference(s)	Building Name(s)	HMLR Title No	Leasehold Proprietor entity
NW07/08	Landsby	AGL457333 (Exhibit SB01/05)	QWR Properties NW07 Limited
NW07/08	Landsby	AGL404303 (Exhibit SB01/06)	Wembley NW07 Investments Limited
NW09/10	Repton Gardens	AGL585386 (Exhibit SB01/07)	QWR Properties NW09 Limited
E01/02	Madison	AGL523902 (Exhibit SB01/08)	QWR Properties E01 Limited
E03	Canada Gardens	AGL489281 (Exhibit SB01/09)	QWR Properties E03 Limited
E05	The Robinson	AGL547018 *Lease dated 8 July 2021 (Exhibit SB01/10)	QWR Properties E05 Limited
SW03A	Ferrum (Fe1)	AGL489550 (Exhibit SB01/11)	QWR Properties SW03A Limited
SW03B	Ferrum (Fe2 and Fe3)	AGL509755 (Exhibit SB01/12)	QWR Properties SW03A Limited
NE02	Solar	being registered at LR (AGL640093) *Lease dated 23 January 2025 (Exhibit SB01/13)	QWR Properties NE02 Limited
NE03	Lunar	being registered at LR (AGL640082) *Lease dated 23 January 2025 (Exhibit SB01/14)	QWR Properties NE03 Limited

31. The Quintain BTR Estate comprises over 3,000 residential units, with occupancy rates consistently around 95%. There are over 5,000 residents, and the resident mix is diverse with a mixture of families, students and professionals who have been attracted to the quality of accommodation and the excellent resident amenities which form part of the offering. I enclose a selection of marketing photos of the Quintain BTR Estate to demonstrate the luxury and attention to detail which make the Quintain BTR Estate a desirable place to live, grouped by development to show the stylistic variation between and bespoke nature of the different developments and are exhibited at **SB01/15 pages 431 – 484**.

32. Occupational tenure is primarily by Assured Shorthold Tenancy (“AST”) but we also (as required by Quintain’s obligations pursuant to various section 106 agreements, offer homes under the London Living Rent Scheme (“LLR”) which is a heavily discounted rent offer set by Brent Council, and also

under our own Discounted Market Rent (“DMR”) offering where we provide homes at a lower rent to persons meeting certain criteria, such as key workers or persons who can show they are working in the local area with income below a certain threshold. The details of these tenures are set out in the table below:

Plot	PC Year	Total BTR units	DMR 65%	DMR 80%	DMR (7-year tenure)	DMR LLR	Open Market Rent
NW07/08 Landsby	2018	295					295
SWL 03A Ferrum	2019	627					627
E03 Canada	2020	743			303		440
E01/02 Madison	2021	381			133		248
E05 Robinson	2021	458		31		32	395
NW09/10 Repton	2022	396	117				279
NE02 Solar	2024	383	45				338
NE03 Luna	2024	282	52				230
TOTAL		3565	214	31	436	32	2852
%		100.00%	6.00%	0.87%	12.23%	0.90%	80.00%

The need for an injunction

33. The success of the redevelopment of the Wembley Park Estate has meant that there has been a significant and growing rise in trespass related antisocial behaviour into the Quintain BTR Estate. This problem has grown and grown to the extent where we feel that we have no choice but to seek the court’s intervention to assist us in controlling an issue which we have done our best to control but can no longer effectively do so on our own.

34. Trespass within the Quintain BTR Estate has effectively become a regular source of recreation for young people from the surrounding areas who seem to now consider it almost a sport to gain access to the buildings within the Quintain BTR Estate and cause nuisance. Persons caught doing so are often not dissuaded and having been removed from one building by our security team, will then simply run to another building to gain access. Mr Bone describes this as a “whack-a-mole” scenario, whereby no sooner have trespassers been removed from one building, they will need to be removed from another.

35. My colleague Gareth Bone's witness statement deals with this in great detail. I have read that statement and endorse the contents of that statement so far as it relates to matters I have knowledge of. I deal below with two ancillary matters which are more appropriate for me to comment on than Mr Bone.

36. As Mr Bone explains, as this problem has grown to such a level of severity that it now commands a dedicated slot in Quintain's weekly operations board meeting, which I attend. These sessions were included in the meeting as a way of attempting to keep the management of this endemic issue under constant review. Whilst this focus has remained, sadly none of the steps Quintain has taken to stop this problem have proven effective. The problem continues to grow.

Decision to take proceedings

37. As Mr Bone mentions, Quintain had previously obtained injunctive relief during the construction phases of the Quintain BTR Estate to restrain "urban explorer" and "crane climbing" activities which had become prevalent around construction sites of tall buildings in London in the mid to late 2010's. The previous injunctions obtained in 2018 and later in 2022 were effective at preventing that activity.

38. In early 2025, we started considering (at board level) whether it would be appropriate to explore obtaining an injunction to help prevent this persistent trespass activity. On consulting with outside counsel the decision was taken to gather evidence and commence these proceedings as we genuinely see no other meaningful alternative to restraining this activity.

39. I re-iterate that Quintain's primary concern is for the Claimant's residents who have a right to enjoy their homes and their private communal spaces without interference from trespassers and antisocial activity.

40. As can be seen from clause 18 of our standard Assured Shorthold Tenancy Agreement (**SB01/16, pages 485 – 520**) the use of the amenity spaces is regulated even for our own tenants and we reserve the right to restrict access to those spaces if a tenant misuses the space or breaches the regulations regarding their use. Given that the Claimants have covenanted to allow their tenants the right of quiet enjoyment of the Premises and rights under the tenancies, I consider that the Claimants are duty bound to take legal steps to prevent third parties from causing nuisance to their lawful tenants.

41. It is also appropriate to say that if these acts of trespass cannot be prevented, then Quintain's entire business model is threatened. Quintain aims to provide high quality co-living environments for its tenants. If the tenants are constantly under threat of interference by trespass, these aims will clearly not be met.

42. As is set out in Mr Bone's statement, these issues have become live concerns not only for the Claimants' residents but also their staff.

Proposed Notification of Claim and Court Orders

43. As the claim is for a precautionary injunction against Persons Unknown, the Claimants propose to notify the Defendants of the claim by:

- (a) Uploading a copy of all the claim documents to the specific page on Quintain's website that had previously been used for the construction related injunctions at: <https://www.quintain.co.uk/site-services/trespass-injunction>.
- (b) Affixing A4 size notices in a laminated or weatherproof envelope, to the main entrance to each of the residential development blocks within the Quintain BTR Estate and in a prominent location around the perimeter of each building, these locations being shown on the plans at **SB01/17 at page 521** marked with an 'X', stating that the claim has been issued and setting out that the claim documents can be found at the website referred to above and how they can be obtained in hard copy.

44. The Claimants propose to notify the Defendants of any orders granted by:

- (a) Uploading a copy of any orders to the website at: <https://www.quintain.co.uk/site-services/trespass-injunction>.
- (b) Affixing at least one copy of the Injunction Order in A4 size in a laminated or weatherproof envelope in a prominent position on the main entrance to each of the residential development blocks covered by the Injunction Order, these locations being shown on the plans at **Exhibit SB01/17 at page 521** marked with an 'X'.
- (c) Affixing a warning notice of A4 size in a prominent position on each of the same entrances warning of any injunction and the consequences of breaching it.

45. The Claimants are also prepared to undertake to replace notices that become displaced if required.

I consider that the steps proposed above will be sufficient to bring the claim and any Orders made to the attention of the Defendants. If a Defendant attends one of the sites covered by the Injunction Order, once the Order has been made, they are likely to see the warning notices given that they will be positioned at the main points of access.

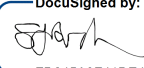
The Claimants' Undertaking

46. In the event that the Court is minded to grant an injunction, Quintain is prepared to give a cross-undertaking in damages should the Court later find that the injunction order ought not to have been granted and this has caused loss to a Defendant in these proceedings which should be compensated. The undertaking will be provided by Quintain Limited and I confirm that I have the power and authority to provide this undertaking on behalf of Quintain Limited should the Court require such an undertaking to be given. Quintain Limited's ability to meet any order made pursuant to a cross-undertaking in damages can be demonstrated by the enclosed most recent filed accounts for Quintain Limited at **SB01/19 at pages 522 -593**.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:

DocuSigned by:

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Sarah Birchley

Dated: 1 July 2025