



AFFIDAVIT

STATEMENT OF FACT AND NOTICE OF DISTRESS

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent

L00MT343

The Parties:

cyrus coxswain
The Cottage
15 Pontmorlais West
Merthyr Tydfil
[cf47 8ut]

Non-Domestic, without the United Kingdom
Hereinafter the Affiant

And

Robert Chatwin
Valuplus Property Services
Ty Fferm
Rhydygwern Lane
Machen
CF83 8UT

Hereinafter the Respondent



LEGAL MAXIMS

Ignorance of law is no defence

Truth as valid statement of reality is Sovereign in commerce

An un rebutted Affidavit stands as truth in commerce

Silence comprises agreement in commerce, equity, admiralty, Lex Mercatoria and public policy, as he who does not deny when given the opportunity, admits the facts presented to him.

All men shall have remedy by due course of the law. If a remedy does not exist or if the existing remedy has been subverted, then one may create a remedy for themselves and endow it with credibility by expressing it in their Affidavit.

Except for a jury, it is also a fatal offence for any person, even a Judge to impair or to expunge without a counter Affidavit, any Affidavit or any commercial process based upon an Affidavit.

A foreclosure by summary judgement (without a jury), without a commercial bond is a violation of commercial law.

An official (officer of the court, policeman, etc.) must demonstrate that he is individually bonded in order to use a summary process.

The official, who impairs, debauches, voids or abridges an obligation of contract or the effect of an Affidavit, becomes a lien debtor, and his property becomes forfeited as a pledge to secure the lien.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish an Affidavit. Only the Affiant can dissolve an Affidavit.

For the purposes of this Affidavit and attached process, if any, the term "UNITED KINGDOM" means the corporation and all agents employees, subdivisions and representations thereof, without any

implied submission to the UNITED KINGDOM or such private corporate "statutes."

I :cyrus coxswain, a living sentient Man, made by The Creator and a follower of God's laws, first and foremost and the laws of Man where they are not in conflict with God's laws, hereinafter the Affiant, do make Oath and declare the following to be true by the grace of God with God as my witness, so help me God:

The Affiant is a Man and one of the people living on the landmass known as Wales, Great Britain.

The Affiant is not a UNITED KINGDOM "citizen," "subject," "vessel" or "person" or any *ens legis* artificial entity, procedural phantom, legal fiction or juristic personality within the UNITED KINGDOM.

The UNITED KINGDOM is a corporation, an artificial entity and a legal fiction that operates in bankruptcy.

Affiant reserves all, claims all, and waves none of his God-given rights.

ACCEPTANCE OF FOREIGN STATUS

1. Affiant is not liable to or for the legal fiction CYRUS COXSWAIN or any other legal fiction personality.
2. Affiant is not liable for any public debt/liability at any time whatsoever
3. Affiant is not liable to or for any Government statutes, rules and/or codes, including, without limitation, UNITED KINGDOM Codes and statutes and/or codes or any of Respondent's political subdivisions or beliefs.
4. Any party that would order, represent or persuade Affiant to falsely present Affiant as a UNITED KINGDOM citizen, vessel or person directly or by deception, device, misnomer, mistaken identity, warrant or indictment, real or imagined would be engaging in Enticement to Slavery.
5. A legal fiction corporation cannot secure in personam jurisdiction over or against affiant, without Affiant's voluntary election to submit.

6. Any Police Officer and/or Government/corporate officer, agent and/or employee who attempts to enforce statutes against Affiant, would be engaging in Enticement to Slavery.
7. Affiant is not a member of any society whatsoever and therefore Affiant is not bound by any society's statutes, rules or codes.
8. Any party that alleges a liability against Affiant is obligated to produce as Affidavit of Liability and demonstrate such liability.
9. Respondent does not have a valid claim against Affiant.
10. Common Law Jurisdiction is still the principal Jurisdiction over the land known as Great Britain.
11. All words herein are as Affiant defines them.

This Affidavit is served to document events that took place between September 2022 and November 2024 whereby the landlord Robert Chatwin/Valuplus Property Services disregarded the well settled customs, traditions and Laws of this country, and engaged in discriminatory actions, leading to harm and loss, and commercial damage in addition to trespassing and defamation.

OFFERS AND CLAIMS

1. Affiant contacted Respondent on the 5th of September 2022 regarding The Cottage and informed him of health issues. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
2. Affiant viewed the property on the 7th of September 2022, expressed concerns about mould and was reassured by the Respondent that the property was fit for human habitation. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
3. Affiant then paid Respondent £100 deposit to secure the property (Exhibit A). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
4. Affiant paid Respondent £625.00 rent plus deposit and moved into The Cottage on 13 September 2022 (Exhibit A). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED

5. Affiant noticed sewage leaking into the living room from the toilet upstairs a few hours later and reported fault to Respondent (Exhibit C). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
6. Respondent ignored Affiant and failed to keep in repair the structure of the dwelling under Sections 91, 92 1(a) of the Renting Homes (Wales) Act 2016 (RHWA). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
7. Respondent has attempted to impose his obligations under sections 91 and 92 of the Renting Homes (Wales) Act 2016 on the Affiant, contrary to Section 93 of RHWA. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
8. Affiant has repeatedly been exposed to health hazards via dampness, mould outbreaks and rat infestations since September 2022. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
9. Affiant also complained to Respondent about issues with the electricity since 2022 to no avail. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
10. Affiant escalated the matter all the way to Trading Standards between December 2022 and October 2024. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
11. Respondent sent an agent to repair mouldy walls and electric meter on 03 October 2024 (Exhibit D). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
12. Respondent's agent removed the mouldy cover from the meter, failed to finish his tasks and did not return to the site (Exhibit D). Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED
13. National Grid attended the property on 9 October 2024, replaced the hazardous service wire and fitted a new cut-out cable head. Affiant believes no contrary evidence exists.
If no timely rebuttal it is AFFIRMED

14. An Independent Inspector eventually removed the rogue electricity meter and condemned the property on 10 October 2024 (Exhibit F). <https://youtu.be/fdVpMYIZWeI> Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

15. Respondent failed to keep in repair and proper working order the service installations (electricity meter) of the property throughout the tenure under Section 92 1(b) of the RHWA. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

16. Respondent has failed to replace Affiant's damaged equipment despite being invoiced (Exhibit G). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

17. Respondent failed to provide a lawfully produced invoices as per the Bills of Exchange Act 1882, Sections 21, 23, 26 (Paragraphs 1 & 2), and Section 91 (Paragraphs 1 & 2), including defining the VAT transaction status. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

18. Affiant has paid Respondent (Exhibit B) in accordance with Section 32, 10(a) of the Housing (Wales) Act 2014, Section 189 of the Consumer Credit Act 1974 and Sections 17, 18, 21 & 32 of the Bills of Exchange Act 1882 since July 2024. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

19. Prior bills from September 2022 and June 2024 (Exhibit A) were paid via bank transfer, therefore there are no rent arrears. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

20. Respondent also failed to dishonour any of Affiant's payments made in accordance with Section 189 of the Consumer Credit Act 1974. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

21. Respondent has discriminated against Affiant by neglecting to perform necessary maintenance on their unit, while at the same time renovating and improving other apartments in the building. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

22. This affidavit submitted a Rent Repayment Order application submitted on 27 September 2024 (Exhibit H). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

23. Respondent took retaliatory action against RRO application by issuing a possession claim shortly afterwards, which is contrary to the Renting Homes (Wales) Act 2016. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

24. Respondent reported a false gas leak and sent agents to cut off the gas supply on 22 October 2024 (Exhibit I). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

25. Respondent sent his agent Stuart to the property several times without making any appointments. Stuart let himself into my home and was banned for trespassing. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

26. Respondent has repeatedly sent Stuart back to the property despite my complaints (Exhibit C). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

27. Respondent has refused to send a different plumber to inspect the boiler (Exhibit C). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

28. On 8 October 2024, Stuart attended the property without an appointment, disturbed the peace, and threatened to cut off the gas supply because I refused to lift the ban. He was not threatened with a hammer https://www.youtube.com/watch?v=k9_eUvcz1LI Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

29. Respondent told Affiant that he has no control over Stuart (Exhibit C). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

30. Respondent sent unprofessional electricians to bypass the requirements set by the Inspector on 22 October 2024. They decided to leave when asked to adhere to the Inspector's requirements. They were not threatened with a hammer <https://youtu.be/PDBj-8FcLNs> Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

31. Respondent falsely accused Affiant of damaging the property with a hammer and reported the incident to the police. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

32. Merthyr Tydfil Borough Council agents attended the property on 08 November 2024 and did not witness any proof of any damage to the property. <https://youtu.be/Iqy3GzoLXuA> Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

33. Affiant arranged for the property to be tested for mould (Exhibit J). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

34. Property was tested on 21 November 2024. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

35. Affiant received test results on 27 November 2024. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

36. Test results show very high levels of hazardous mould and a significant damp problem at the property (Exhibit K). Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

37. Affiant made appointments with GP as advised by the mould analyst. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

38. Affiant asserts no obligation to pay rent for any period where the property is unfit for human habitation, as defined in Section 94 of the RHWA. Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED

Remedy

Affiant requires commercial remedy in the form of:

1. A full refund of all rent and deposits paid while the property was unfit for human habitation, as defined in Section 94 of the Renting Homes (Wales) Act 2016,
2. Reparatory payment of £1,670.00 for electrical damages to my studio equipment,
3. Reparatory payment of £2,759.00 for Plugins, VSTs and software,
4. Reparatory payment of £30,000.00 for lost files,
5. Reparatory payment of £828.00 for mould testing,
6. Reparatory payment of £4,000.00 for stress,
7. Reparatory payment of £4,000.00 for anxiety,
8. Reparatory payment of £16,000.00 for harassment
9. Reparatory payment of £819,000.00 for deliberate exposure to health hazards (819 days from 13 September 2022 to 19 December 2024),
10. Reparatory payment of £3,500.00 for administration (14 hours x £250),
11. Reparatory payment of £100,000.00 for medical inconvenience,
12. Reparatory payment of £3,000.00 for defamation,
13. A complete retraction of all defamatory statements made by the respondent.
14. A written apology detailing an acceptance of liability for failing to act on information presented by Affiant.
15. A full Restoration of Status by retraction of all credit file entries with credit file reference agencies (Equifax, Experian, Transunion, Crediva and others that may have been informed.)

Summary

Affiant rented the property from Robert Chatwin in good faith. The Cottage has been unfit for habitation since the start of the tenancy due to leaking sewage and faulty Service Installations. Respondent has failed to repair the property and service installations. The property has been condemned twice as being unfit for human habitation (first for a rogue meter, secondly for damp and mould) . Respondent continues to demand payment for said unfit property. Affiant then applied for Rent Repayment Order and Respondent initiated this retaliatory eviction process.

Affiant asserts that the Respondent failed to maintain the property as required under the Renting Homes (Wales) Act 2016 and has attempted to impose landlord obligations improperly. Additionally, claims of discrimination and harassment are made against the Respondent for neglecting repairs while renovating other units and for sending agents without appointments. The Affiant seeks a full refund of rent and deposits along with substantial compensation for damages related to equipment loss, health hazards, stress, and defamation. The affidavit emphasizes that if no timely rebuttal (within 10 days of delivery) is provided by the Respondent, all claims will be affirmed.

Lord Denning MR stated in *Fielding & Platt Ltd v Selim Najjar* [1969] 2 All E.R. 150 at 152, CA (Court of Appeal) "...we have repeatedly said in this court that a bill of exchange or a promissory note is to be treated as cash. It is to be honoured unless there is some good reason to the contrary"

Declaration

I, cyrus coxswain, the Affiant, hereby certify upon my unlimited commercial liability and under penalty of perjury, that I have read all of the contents of pages 1-11 of this Affidavit and to the best of my knowledge, I believe that the facts expressed herein are true, correct and complete.

All Rights Reserved - Without Recourse - Non Assumpsit
Without: Malice, Mischief, Ill will, Frivolity, Vexation
In Sincerity and Honour
Errors & Omissions Excepted

Affiant: cyrus coxswain



Seal:



Before me, An Officer of the Court:

Officer: STEVEN EDWARDS

Of: MERTHYR TYDFIL COUNTY COURT

Number: 0269

Print Name: STEVEN EDWARDS

Oath taken at:
(Address)

**MERTHYR TYDFIL COUNTY COURT
GLEBELAND PLACE MERTHYR TYDFIL
CF47 8BH TEL NO: 31685**

Signed before me this 6 day of December 2024