

COMPLAINANT: BK (on behalf of AK)

ACCOMMODATION PROVIDER: AXO STUDENT LIVING (UNITED STUDENT MANAGEMENT)

PROPERTY: OSBOURNE HOUSE, LONDON NW5 2BJ

BK complained (on behalf of her student son, AK) about a breach of the Code of Standards on the part of the accommodation provider.

The complaint related to section 1.0 of the Code of Standards

1.0 Business is pursued in a professional, courteous and diligent manner.

INTRODUCTION

Before I analyse the complaint I want to make clear that I can only consider whether there have been breaches of the Code; and where there are such breaches, what the consequences should be. I cannot adjudicate on contractual disputes nor can I make any orders about compensation. For those matters the complainants' remedy is through the courts.

The details of the complaint and the responses from the accommodation provider are set out in an exchange of emails and other documents. The parties have had a full opportunity to deal with the issues and the points raised by the other side.

I have considered all the written evidence very carefully. If I do not mention a particular statement that does not mean I have not read it or considered it.

THE SUBSTANCE OF THE COMPLAINT

It is convenient to quote directly from the emails and other documents as the way this issue was dealt with in writing goes to the heart of the complaint.

1. On 7th July 2016 BK forwarded her complaint to UNIPOL:

[...] Andrew booked accommodation with Axo to commence 1st July 2016 in January this year, a Tenancy agreement/contract was issued. The accommodation was to be for his mandatory internship in London. In February the company Andrew is to undergo internship with stated that they may wish to alter the dates by 1-2 months later. Andrew contacted AXO , AXO stated that they still had rooms available. In early April Andrew was asked to come to London to discuss the final details to his internship. I accompanied him on this visit. We had arranged to go and see Andrews flat at this time, Andrew confirmed the date at the time of looking around the flat. Everything seemed to be fine, except further documents were requested from me as

Guarantor. Andrew then sent a letter with the documents in April to Axo. In early June Andrew had not received any acknowledgement from Axo, so he wrote to them again. I received a telephone call from Corina Danciu confirming that everything was ok with the booking, we discussed the payment schedule. Andrew confirmed the details of the telephone conversation by Email to Axo and that he knew the new payment schedule and asked about the time to pick up the key on 3rd September. Corina Danciu replied with the time for key collection . Then on 10/6 Andrew had a message from Corina stating they had overbooked and that I was now on a waiting list . I have complained to both Corina/Axo students and then by registered post to United Students.) I then contacted Unipol and contacted the Email address mentioning I had contacted Unipol and reply received from Mr Zaid . Meanwhile the flats are still being advertised and available for September but now at increased rental.

2. Relevant emails referred to in 1 above:

From: [Elisabetta Saverio](mailto:Elisabetta.Saverio)
Sent: 14/04/2016 10:10
To: b.keyworth@btinternet.com
Subject: documents

Hello Andrew ,

We send you this email regarding UK GUARANTOR and I want to let you know we will need some more documentation which means : proof of work (letter from company or payslips for last three months) , also proof of address (utility bill)as UK GUARANTOR living in UK , and bank statement for last three months . Proof of ID for UK GUARANTOR .

Also scan of ID for student and proof of address .

Thank you very much.

Kind regards,

CorinaDanciu

Customer Service Manager

From: Keyworth Family [<mailto:b.keyworth@btinternet.com>]
Sent: 14 April 2016 11:02
To: ElisabettaSaverio
Subject: RE: documents

Hi Corina, please note I sent Elisabetta these documents previously when I sent back my signed contract.

Thank you for showing the room on Monday, I am still awaiting my official contract for my internship documentation, but hopefully will be able to confirm the date in the next couple of weeks. I guess all that will be required is a revised payment plan to reflect new starting date.

The room was smaller than I imagined from the photos you supplied, however it should suffice.

Kind regards

Andrew Keyworth

From: [Barbara Keyworth](#)

Sent: 04/06/2016 16:52

To: ['ElisabettaSaverio'](#)

Subject: RE: documents

Hi Corina/Elisabetta

I supplied all the documents requested by you and confirmed my new start date as Saturday 3rd September. Hopefully you should have received all these by post at the end of April. To date I haven't had any communication from you confirming my/Mums document check completed and my new start date and payment schedule.

Kind Regards

Andrew Keyworth

From: Keyworth Family [<mailto:b.keyworth@btinternet.com>]

Sent: 08 June 2016 15:55

To: Barbara Keyworth <b.keyworth@btinternet.com>;

CorinaDanciu<corina.d@axostudent.co.uk>

Subject: RE: documents

Thank you for your telephone call received on Monday confirming that all my documents were in order and confirming my revised start date of Saturday 3rd September.

I forgot to ask what time the key will be available to pick up on the Saturday, is this from OsbourneHouse?

I will ensure I pay my first payment 2 weeks before the 3rd September as discussed with my Mum.

Thank you

Andrew Keyworth

From: [CorinaDanciu](#)
Sent: 08/06/2016 16:21
To: [Keyworth Family](#)
Subject: RE: documents

Hello Andrew,

The opening hours is 9:00 am till 18:00 pm.

Kind regards,

CorinaDanciu

Customer Service Manager

From: [CorinaDanciu](#)
Sent: 10/06/2016 15:32
To: [Keyworth Family](#)
Subject: RE: documents

Hello Andrew ,

We had a meeting about all the students which they are coming on September 2016 and know we are over booked for next year. And because you decide to change the tenancy agreement to come on 3th of September we decide to put your booking in waiting list , because we don` t find replacement for your room which was already booked for you .When I have any cancelation we are the priority to get the room .

I am sorry for that soon as possible I have news I will let you know .

Kind regards,

CorinaDanciu

Customer Service Manager

3. The accommodation providers response to BK

From: [Ziad Saleem](#)
Sent: 06/07/2016 18:25
To: [William Keyworth](#)
Cc: '[Ali Elobaidi](#)'; [Zainab Charchafchi](#); '[sahil1967@hotmail.com](#)'; [Hafiz Imran](#); [CorinaDanciu](#)

Subject: Re: documents - re Andrew Keyworth

Dear Barbara Keyworth

we have carefully read your complain letter which you posted by mail to us this week and after internal investigation and long consideration we again cannot accept your son initial booking because of the changing of the check-in date (by 78 days), our company did not confirm your son's booking base on the new dates at any stage as all the email conversation is clearly showing that, you give us the exact date of the check-in months after the initial booking and assuming that we will accept the dates automatically from our side is wrong, since the initial booking in February we didn't hear from you for 2 months until you came to the site for viewing and even after that you were not certain when your son will check-in, the customer service manager at the site (Mrs Corina) only confirmed the precipitant of your documents and suggesting that we agreed about the date is simply not true.

When we offered to put your son in a waiting list after that to go forward, we didn't receive any email from your side to acknowledge us of your acceptance theretofore we didn't have another option but to cancel your son's booking and refund the deposit.

It is clearly shows in the initial tenancy agreement that we reserve the right to cancel and not to complete the booring, please see page 4 which reads:

Completion of Tenancy:

As long as this letter is signed by you and your Guarantor (both in the presence of a witness, who should add his/her signature, name, address) and is returned to and received by (2 weeks after today), together with payment of the Security Deposit (if not already paid), we will also sign this letter, which will then, together with the Tenancy Terms and Conditions will form the Tenancy Agreement.

We will e-mail you confirmation that the Tenancy Agreement has been completed and if you or your Guarantor request, we will send you a copy of the completed Agreement.

THE ATTENTION OF THE TENANT IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 4 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

Until the Tenancy Agreement is completed, the Landlord reserves the right to withdraw the provisional booking.

We have all the right to advertise for any vacancy at any time when we have empty room to rent as the situation of the bookings is a fluid one and keep changing, the students on the waiting list will have the 1st choice base on who apply 1st.

We can suggest another site (Bloomfield court) close to the one your son choose (about 1.2 mile), bookings depends on availability.

If you have any question, please do not hesitate to contact me.

Kind regards,

Ziad Saleem

The Manager

Office Address:
Axo Student Living
Bloomfield Court
556 Holloway Road
London
N7 6JP

London +44 (0) 20 7263 3654
Email: ziad.s@axostudent.co.uk
www.axostudentliving.com

4. The accommodation provider's response to UNIPOL

*From: Ziad Saleem [mailto:ziad.s@axostudent.co.uk]
Sent: 19 August 2016 12:05
To: Sian Davies
Subject: National Code Complaint - Osborne House*

Dear Sian

Thank you for your email.

We are disappointed at the alleged code complaint against us as the description of events is not entirely accurate.

We strive to be as professional and courteous as possible toward all our students and enquirers to ensure every interaction between us from initial enquiry to stay to check-out is a pleasant and enjoyable as can be.

In relation to Andrew Keyworth's application, I will summarise below the interaction which took place:

- *We communicated with both Andrew and his mother on numerous occasions that we would not be able to automatically change the check in date of his application by more than two months and would have to review this request in relation to other applications.*
- *Andrew contacted us on February 2016 as he was interested in renting a studio starting from 01/07/16 for a period of 1 year*
- *Andrew paid the deposit on 16/02/16 and was sent a Tenancy Agreement based on what both parties had agreed on. As part of this, Andrew was required to provide Guarantor Details and return all the signed documents within 2 weeks*

- After 2 months (end on April 2016) Andrew came to Osbourne House with his mother and asked us to change his check-in date from 01/07/16 to the 03/09/16. The Customer Service manager at Osbourne house (Mrs Corina) asked that this request to be put in writing and send it to us along with the Guarantor information which had been previously requested and not supplied, so that the entire application could be reviewed.
- These documents were then received a few weeks later (mid-May 2016), following which after a period of 2 weeks Andrew sent an email enquiring as to whether the documents had been received. Mrs Corina also told Andrew that although the documents had been received she would follow up with Management regarding the possibility of changing the check-in date as had been requested.
- A decision was then made by management not to accept the request to change the check-in date (by more than 2 months) as it would have put us in a difficult position to manage and allocate other bookings we had received by that point.
- We informed Andrew of our decision on the 08/06/16 and offered to put him in a waiting list in case any empty studios became available for the period he requested. Andrew was adamant that we would have to agree with the change of check-in date otherwise he would pursue a complaint.
- Andrew was then sent an email on the 14/06/16 indicating that we would cancel his booking as he had not agreed to be placed on the waiting list and the change of date was not agreeable to us.

At no stage, did we confirm that we accepted Andrew's change of date request. We made it clear to both Andrew and his mother (when they visited the site in late April 2016 and on the phone on 04/06/16) that this request had to be approved by management (after being reviewed alongside other bookings in the system at that time). This is one of the reasons why Andrew was not asked to sign a new Tenancy Agreement as all the communication with Andrew was prior to the original check-in date 01/07/2016 (written on the Tenancy Agreement sent to Andrew).

To try and assist Andrew, I also sent him an email on 06/07/16 to further explain our decision and offered him a studio in another of our sites, Bloomfield Court, which is very close to Osbourne House. However Andrew did not give any indication that he was interested in this.

If you have any question, please do not hesitate to contact me.

Kind regards,

Ziad Saleem

The Manager

-----Original Message-----

From: Sian Davies [mailto:S.Davies@unipol.leeds.ac.uk]

Sent: 24 August 2016 11:40

To: Ziad Saleem <ziad.s@axostudent.co.uk>

Subject: RE: alleged National Code Complaint - Osborne House

Dear Ziad

Thank you for your email and comprehensive breakdown of Andrew's application process with yourselves.

I can see from previous correspondence from Elisabetta that Andrew's contract would need to be reviewed when this was generally queried. However, when Andrew advised of his requested new moving I date, I understand from the information I have received, he confirmed this to Corina via telephone and emails (I have attached to this message for your reference). At this point was it confirmed in writing that she would need to speak to management about the new check-in date? It would be reasonable to expect Corina to reply to Andrew noting that his new contract date was under review but she only confirmed the office opening hours.

Kind Regards
Sian Davies

From: Ziad Saleem [<mailto:ziad.s@axostudent.co.uk>]

Sent: 01 September 15:37

To: Sian Davies

Subject: RE: alleged National Code Complaint - Osborne House

Dear Sian

Thanks for your email,

it was not confirmed in writing as Corina and Andrew were having verbal communication at this point and it did not seem necessary to send a formal notification in writing. I would contest that it should not be assumed that it is 'reasonable' to expect Corina to reply to Andrew in writing with a new check in date as I mentioned in my previous email, as at that point the issue was still under discussion.

We communicate with 100's of students each year and often tackle complex issues with regards to check-in dates, payments, guarantors as well as a host of other things and this is the first issue I can recall we have had which has resulted in escalation to yourselves (or at least as far back as I can remember). I would hope that this does suggest that we are generally deemed professional and responsible in our communication with students.

There has clearly been some misunderstanding here and some assumptions made on Andrew's part. I would like to ask you how you feel we should resolve this now and draw a line under the matter? We had offered Andrew a place on the waiting list at Osbourne House due to the property being full by that time and literally have no rooms available, which he refused. As cancellations are inevitable around results time/late August there was a strong chance he could have still secured a room at Osbourne House had he agreed. We also offered Andrew a room in another one of our nearby buildings which he also refused.

If you have any questions on the above please do let me know.

If you have any question, please do not hesitate to contact me.

*Kind regards,
Ziad Saleem
The Manager*

ANALYSIS AND CONCLUSION

For the most part I broadly accept the evidence of the complainant about what happened. It is not really contradicted as to the facts, but as to the interpretation.

I find that the emails (and letters) are the only written record of what was said. Of particular significance is the email from AK to Customer Service Manager CorinaDanciu dated 8th June at 15.55. It is at the heart of this complaint and I quote it again together with the Manager's reply:

Thank you for your telephone call received on Monday confirming that all my documents were in order and confirming my revised start date of Saturday 3rd September.

I forgot to ask what time the key will be available to pick up on the Saturday, is this from Osbourne House?

I will ensure I pay my first payment 2 weeks before the 3rd September as discussed with my Mum.

Thank you

Hello Andrew,

The opening hours is 9:00 am till 18:00 pm.

Kind regards,

CorinaDanciu

Customer Service Manager

It is on the basis of this exchange that I accept that BK and AK believed and were justified in believing that the arrangement made for the start of the tenancy on 3rd September was in order. AK plainly states what the arrangement is. There is no objection to, or questioning of, this. There is a confirmation in the answer to AK's question about the keys, stating when the office is open.

I do find that business was pursued in a courteous manner. I have not found the defensiveness I often see from accommodation providers in this situation. The responses from AXO were polite, if a little difficult to understand at times.

I do think business was not pursued in a professional or diligent manner, for the following reasons:

1. It was sloppy and unbusinesslike not to keep some sort of contemporaneous log or record of what was said when the parties met or spoke on the telephone. Decisions and arrangements should be communicated or confirmed in writing.
2. I found the English in the emails/letters from the Customer Service Manager and the Manager was not always clear. I am not talking about literary style nor am I an old-fashioned grammatical purist in this sort of case. The purpose of clear English is to communicate without ambiguity. I do feel this has to be addressed as part of the resolution of this complaint as some of these communications did not make sense and that is plainly unprofessional.
3. Letting AK believe that everything was in order for a 3rd September start of the tenancy, then informing him two days later that the arrangement could not stand as AXO were overbooked and then seeking to put the blame onto AK was disingenuous. AXO had made a mistake. Incidentally, the following is an example of what I pointed out in paragraph 2 above: *And because you decide to change the tenancy agreement to come on 3th of September we decide to put your booking in waiting list , because we don` t find replacement for your room which was already booked for you .When I have any cancelation we are the priority to get the room . Even if you can possibly work it out eventually, business letters should not be like this.*

Can I be clear that I am not intending to criticise any individuals in this decision. The fault is to do with the systems in place. These need to be tightened up to make them

more professional and efficient. There needs to be a more rigorous supervision with some attention being given to the linguistic quality and clarity of communications.

I do not think it is necessary to refer this complaint to the full tribunal.

I have found that AXO fell short of what is required under the Code with regard to professional and diligent conduct of business and on that basis I uphold the complaint.

I have thought hard about what to recommend in this case. My feeling is that this has been a case of muddling through or incompetent best rather than any deliberate disregard of the Code. I would like to see some recognition that the Code is there to ensure that students can expect the highest standards and that accommodation providers understand this and are committed to achieving these standards.

My decision at this stage is that AXO should review their procedures in the light of what I have written in order to make sure that this sort of muddle does not happen in future. In particular they should address the issue of keeping some sort of record of what has been said to tenants and prospective tenants.

Obviously how AXO do this is up to them, whether by amending their Office Manual, if that is how their administration works, or issuing clear guidelines for the future conduct of business in a more professional manner. I have no doubt that management at the highest level is committed to the Code of Standards but if it is to work properly it is essential that this commitment is understood and put into practice at all levels of the organisation.

Provided evidence of this is submitted to the Code Administrator within two months I would recommend that there be no further action.

JOHN MARTIN
CHAIR OF THE COMPLAINTS TRIBUNAL

16th September 2016