

## **National Codes Tribunal**

30th April 2015

### **Meeting to consider a complaint against Generation Estates Management Ltd, in respect of a development called Pure City, 11 Bastwick Street, Islington, London EC1V 3AG**

**Members of the Tribunal Present:** Mr John Martin (Chair); Mr Colum McGuire (Vice Chair); Mr Brian Welsh (Pvt Provider); Ms Victoria Loverseed (Unipol); Ms Fleur Priest-Stephens (NUS); Mr Kamrul Hussain (City University London); Ms Yemi Gbajobi (City University London SU);

**Also Present:** Ms Rima Amin (President, City University London SU) and a resident of Pure City.

Ms Jane Crouch (Acting Vice Chair) attended virtually via a telephone conference call.

**In Attendance:** Simon Kemp (National Codes Administrator)

The London Borough of Islington was invited to send a representative but nobody from there attended.

## **Report from the Tribunal**

### **Details of the Complaint**

The initial complaint was received on the 6th March, 2015 from City University Students' Union. The complaint alleged that the following clauses of the Code had been breached and set out allegations in respect of each:

1.0 - Business is pursued in a professional, courteous and diligent manner at all times;  
Tenants were put under pressure to sign contracts in less than 24 hours and staff were intimidating.

3.0 - All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in brochures and websites.

The images of the site provided to tenants in advance did not match the reality of the situation when they arrived; they were expecting luxury and found it to be a building site.

3.7 - Where a building is new, or undergoing refurbishment and the building programme is running late and where this may result in pre-let rooms not being ready for occupancy, the manager informs the future tenant at the earliest possibility of this likelihood and its consequences for them;

Students were not informed that the building would not be ready for occupation before they arrived and of what the consequences of this would be for them.

3.13 - The name and contact details of all staff involved in the management of the development will be provided to tenants at the commencement of their tenancy, including the times that they will be available and specifying their duties;

Details were not given in the handbook of all staff that were managing the development.

3.15 - Where a standard furniture kit is available in all rooms in a development, a list of fixtures and fittings can be provided which would allow for deposit deductions in respect of items that are found to be missing from the room at the end of the tenancy period;

Tenants raised some concerns that they would be charged for any damage caused to furniture as a result of contractors accessing rooms and damaging these items.

4.0 - All appropriate measures are taken (including the service of statutory notices if necessary) to ensure timely possession of a property and mitigate any delay or hardship that may be caused to incoming tenants;  
Long delays occurred during check-in and some tenants were not able to move into their assigned rooms due to on-going building work.

4.2 - Where access is required to a tenant's room or communal areas for other purposes each affected tenant receives appropriate notification of the date, time, estimated duration and purpose of the visit, except in the case of access needed in an emergency situation;

Contractors accessed rooms on an almost daily basis without any notice being given.

4.4 - Where a building is under defects procedures being undertaken by the builder and work needs to be carried out on a regular basis tenants are informed of this and the timescale for the programme of works, in advance of those works;

Tenants were not informed of these works for several months after moving into the development.

4.6 - Tenants are not subject to an internal fining system within their tenancy arrangements. Costs of any damage caused by tenants will be deducted from any deposit held or by other means sanctioned by law; Tenants were charged costs for moving between rooms, which the SU believes constitutes a fine.

4.9 - Any repair works that are required meet with the following performance standards

*Priority One – Emergency Repairs* – are completed within 24 hours of a report of a defect. These would be any repairs required to avoid a danger to health, a risk to the safety of residents or serious damage to buildings or residents belongings;

*Priority Two – Urgent Repairs* – are completed within five working days of report of the defect. These would be any repairs which materially affect the comfort or convenience of the residents;

*Priority Three - Non-Urgent Repairs* - are completed within 28 days of a report of a defect. These would be any repairs not falling within the above categories;

The provider has not met with any of these performance standards due to the building work, covering all three types of repair.

4.10 - Non-completion of reported repairs within the target timescales is recorded and appropriate action is taken;

The SU does not believe appropriate action was taken in respect of reported repair problems with the hot water system.

4.12 - Where a dispute arises between the manager and tenant/s as to when a repair has been reported then the date on which the repair was reported to the manager in writing will be the accepted date;

Tenants claim to have made numerous written requests for repairs to be completed but that the managers failed to record these.

4.13 - Contractors are managed to ensure that all redundant materials and debris are removed from site on completion of works within a reasonable time and that their personnel behave in a professional and courteous manner at all times;

Photos of left over building materials were provided, it was also alleged that contractors had damaged tenants possessions in the course of working in their rooms.

4.15 - All study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains/window blinds which are hung properly;

Many tenants did not have any blinds covering the windows, in some cases for up to two months.

4.18 - Suitable and adequate food storage and preparation facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;

None of the kitchens were fitted with freezers.

4.21 - Suitable and adequate WC, bath and/or shower facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;

These facilities were inadequate for some tenants due to problems with the provision of hot water and no alternative facilities were made available.

4.26 - Tenants are informed of procedures for the distribution of incoming mail and where it can be collected from. Tenants must be able to access their mailbox from a secure area, preferably accessible from within the building;

Lockable mailboxes were not available for use by tenants for several months after they had moved in.

4.30 - Wherever possible, provision should be made to allow for the temporary storage of a reasonable number of reasonably sized parcels for collection by tenants. Where no liability for parcels received is accepted by the organisation this should be made clear to tenants at the time of taking up their tenancies.

Where no storage facilities are available and parcels cannot be accepted then arrangements must be made for the deliverer to have access to the site to leave information about the parcel's non delivery so that tenants can either arrange a collection themselves or arrange a delivery when they can collect the item/s.

The mail delivery system was non-effective and parcels were not securely stored, just left in reception.

#### ***Other Matters that the Tribunal Took into Account***

Generation Estates Management Ltd ceased to operate the development concerned on March 2nd 2015, shortly before the initial complaint was issued, and they currently do not manage any other student accommodation. The Tribunal, whilst aware of this fact, was of the opinion that as the matters included within the complaint had occurred at the time GEML had been the operators, then it was appropriate for them to be asked to respond to the allegations being made.

The Tribunal was aware that the day to day management of the building was now in the control of CRM Students, which it agreed was not responsible for any of the problems referred to in the complaint. The Tribunal was informed that negotiations were currently taking place between CRM and the residents of Pure City over compensation payments that might be due as a result of issues they experienced during the period covered by the complaint.

The Tribunal also discussed the fact that the development concerned, Pure City, had been subject to a nominations agreement with City University, covering around 200 bed spaces within the building.

#### ***Report of the Discussions***

The complainant and a resident of the development were present at the meeting and made a statement to the Tribunal, highlighting the main aspects of the complaint and responding to some of the issues raised in the written submission circulated to the Tribunal from Generation Estates Management Ltd. They stated that they would have liked to have received an apology from GEML and for them to be held accountable for the problems that the residents had experienced at both the time they had moved into the development as well as the months afterwards. They then answered a number of questions raised by Tribunal members. The Chair thanked both for attending the meeting and commended the complainant on the clarity and detail contained within the complaint document.

No representatives of Generation Estates Management Ltd were present at the meeting but members of the Tribunal had been provided with a copy of a written statement, issued by them, responding to the general issues contained within the complaint as well as to each of the alleged breaches of the Code.

Members of the Tribunal asked whether City University had made any attempts to resolve the problems that their students were facing at this development. It was reported that members of the university's accommodation office had visited the site before it was complete to check on progress and that they had raised some concerns at that stage about whether it would be ready. However, they were persuaded by the site manager that it would be ready once residents were due to move in. The university were asked why they had not cancelled the nominations agreement with the provider once it became apparent the development was not ready, and the meeting was informed that it was not up to the accommodation office to authorise such an action.

The Chair expressed the view that the situation at the development had been a shambles and that in his view the residents had been treated poorly by the provider. This was shared by all members of the Tribunal, although some members were of the opinion that the site management team had been let down by their managers who had not offered the support and assistance to deal with the problems they were facing.

The Tribunal expressed some dissatisfaction with the response from Generation Estates Management Ltd to the complaint, as they appeared to accept no responsibility for the problems that had arisen. The Tribunal was particularly critical of the way in which the President of City University SU had been portrayed in the response.

The Tribunal discussed whether it should make any comment on the role of the University in respect of the nominations agreements that they entered into and how much responsibility it ought to take for such arrangements when they go wrong. It was in agreement that the Code Review Group should take into account the outcomes from this Tribunal when it reviews the late building sections of the Code.

### ***Decision***

The Tribunal discussed each of the alleged breaches contained within the complaint and it upheld all of the following breaches:

1.0 - Business is pursued in a professional, courteous and diligent manner at all times;

3.0 - All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in brochures and websites.

3.7 - Where a building is new, or undergoing refurbishment and the building programme is running late and where this may result in pre-let rooms not being ready for occupancy, the manager informs the future tenant at the earliest possibility of this likelihood and its consequences for them;

3.13 - The name and contact details of all staff involved in the management of the development will be provided to tenants at the commencement of their tenancy, including the times that they will be available and specifying their duties;

4.0 - All appropriate measures are taken (including the service of statutory notices if necessary) to ensure timely possession of a property and mitigate any delay or hardship that may be caused to incoming tenants;

4.2 - Where access is required to a tenant's room or communal areas for other purposes each affected tenant receives appropriate notification of the date, time, estimated duration and purpose of the visit, except in the case of access needed in an emergency situation;

4.4 - Where a building is under defects procedures being undertaken by the builder and work needs to be carried out on a regular basis tenants are informed of this and the timescale for the programme of works, in advance of those works;

4.9 - Any repair works that are required meet with the following performance standards

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Where no storage facilities are available and parcels cannot be accepted then arrangements must be made for the deliverer to have access to the site to leave information about the parcel's non delivery so that tenants can either arrange a collection themselves or arrange a delivery when they can collect the item/s.

The Tribunal felt strongly that the situation these residents had been put in by Generation Estates Management Ltd had been completely unsatisfactory and that serious breaches of the Code had occurred. As a result, had Generation Estates Management Ltd still been managing any buildings then they would have been suspended from membership of the Code, but that was not an option. Should GEML wish to reapply for membership in the future then the application will be dealt with in the same way as all other new applications.

***Follow Up Action***

A press release detailing the outcomes from the Tribunal is to be issued, which will be distributed to the both the local and student press as well as being posted on the National Codes' website.