

Unipol Code Tribunal

Meeting held on 22/10/2010 at Unipol, 155/157 Woodhouse Lane, Leeds

Meeting to consider complaints against Mr Raj Samra, 2 View Properties and Leeds Prime Properties.

Attended by; Dr Brooks - Chair

Mr Alan Gray - Temporary Vice Chair

Mr Jack Cheyette - Vice Chair

Mr Steve Kettlewell - Vice Chair / Expert witness

Mr Ben Cassell - Accreditation Officer

Visitors; Mr R Samra

Mr W Roebuck

Two tenants

Report from the Tribunal

Mr R Samra

Details of the Complaint

The complaint arose because the original version of the most up-to-date document verifying the electrical wiring in a property is in a safe and satisfactory condition (clause 4.07) was not shown to Unipol, either at the time the property was subject to a Code of Standards compliance check inspection or within five days of the visit taking place. Despite two further written requests for this documentation, Mr Samra failed to provide it.

Other Matters that the Tribunal Took into Account

Mr Samra reapplied to join the Unipol Code in May 2010, following his suspension from membership in 2009. Both of his student properties were inspected for compliance and were found to comply, with the exception of an external handrail at one and provision of the Periodic Inspection Report for the other.

Although the work on the handrail was completed within the agreed timescales, the original of the PIR was not supplied. Instead, Mr Samra emailed a scanned version of the report which, when printed, was difficult to read and questions were raised as to whether it had been completed by a 'competent person'.

Following a complaint by Mr Samra, Unipol's Chief Executive proposed resolving the matter by commissioning an independent firm of electricians (registered with NICEIC) to undertake an inspection of the electrical wiring at his property. Mr Samra was also again asked for the original version of his PIR so that a comparison could be made. However, the NICEIC electricians reported that they were not able to complete a report because the wiring was in such a poor condition, so a comparison was not possible.

In August 2010 Mr Samra provided a photocopy of a second PIR for this property, conducted by a different electrician. This report concluded that the electrical wiring was in a satisfactory condition, although once again it was not obvious from the documentation as to whether the electrician employed by Mr Samra was a 'competent person' as the form used gave no details of any membership of a professional body and/or registration number.

Confronted with differing opinions as to the safety of the electrical wiring in Mr Samra's property, one of the Complaints Tribunal's Vice Chair, Steve Kettlewell (a qualified electrician) was asked to give an opinion on both of the documents provided by Mr Samra. His view was that both contained inaccuracies.

Tribunal Report

The Tribunal heard from all the parties present and considered the issue of whether or not to re-admit Mr Samra into Unipol Code membership.

The Tribunal began by considering the first electrical report that Mr Samra submitted, which had been completed by Mr W Roebuck (who was accompanying Mr Samra at the Tribunal). The Tribunal asked Mr Roebuck about the accuracy of the readings in the report, at which point he admitted he had made a mistake and the readings were inaccurate.

The Tribunal then turned to the second report and considered the view expressed by Mr Kettlewell that if the readings given in it were correct then there was an immediate risk of fire. The Chair asked Mr Roebuck if he considered the property safe to which Mr Roebuck stated, "No." Mr Samra stated that the electrician had been recommended by DEU Estates and that he would contact the electrician who carried out the second report and question him regarding the readings.

Decision

The Tribunal viewed the failure of Mr Samra to provide a valid electrical report as a serious matter and were very concerned about the readings recorded in the second electrical report regarding the safety of the property. The Tribunal made the decision not to re-admit Mr Samra into the Unipol Code membership.

2View Properties

Details of the Complaint

A former tenant of a property managed by 2View Properties alleged that they were in breach of the following clauses of the Code:

2.14 - Provision of alternative accommodation where a room is not ready for occupation. The former tenant claimed she could not occupy her bedroom and was not provided with suitable alternative accommodation.
8.00 - Respond promptly and reasonably to complaints. The former tenant claimed that the agent was not prompt or reasonable in dealing with her complaint.

Other Matters that the Tribunal Took into Account

As 2View Properties are 'Supporters' of the Code rather than full members, the Tribunal discussed whether it was appropriate for it to address the complaint or not. Because the nature of the complaint was regarded as having a direct bearing on the relationship between the supporter and the former tenant, it was decided that the Tribunal could discuss the complaint.

Report

The Tribunal heard from the two tenants present and considered the issue of whether suitable alternative accommodation was provided. A representative from 2View Properties did not attend. The tenants reiterated the complaint that following a flood in a bedroom there was a spare bedroom available, but it did not contain a bed for approximately two weeks.

Decision

The Tribunal agreed that 2View Properties should have made available some alternative accommodation sooner than the 2 weeks as claimed and upheld the complaint.

Leeds Prime Properties

Details of the Complaint

A former tenant of a property managed by Leeds Prime Properties alleged that they had breached Clause 7.00 of the Code by not returning the deposit at the end of the tenancy, despite giving a verbal promise to do so.

Other matters that the Tribunal took into account

The Tribunal was informed that Leeds Prime Properties have not responded to repeated correspondence from Unipol in respect of this complaint

Report

As neither party to the complaint was able to attend, the Tribunal considered the correspondence from the tenant which stated that after moving out at the end of her tenancy the deposit of £250 was

not returned. Also that following a verbal promise from the owner of Leeds Prime Properties to return the deposit it was not, and that all lines of communication has now stopped.

Decision

The Tribunal took the view that Leeds Prime Properties should have informed the former tenant where the deposit was protected, and also continued communication with the them on this matter after the end of the tenancy. It therefore upheld the complaint