

Unipol Code Tribunal - Chairs Action

13th and 27th July 2017

Report from the Tribunal

The complaint was in relation to a student seeing a property advertised through Gumtree by a Unipol Code landlord - Sijad Housing Group. The student expressed his interest in letting the property, but did not receive a tenancy agreement before making a payment of £650 (deposit and one month rent) to the landlord. The student subsequently did not move in to the property.

Details of the Complaint

2.02 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed;

2.03 No monies for deposits or rent are demanded prior entering into either a written agreement to rent the property or a letting agreement

The student stated that no tenancy agreement was provided prior to the landlord asking for the £650 to be transferred. No tenancy agreement had been signed since. Sijad Housing Group states that this was due to the availability of the tenant, but a tenancy period and payment plan was agreed. As the student did not move into the property, he asked the landlord for a refund. The landlord offered to repay £300, however the student was unhappy with this.

Other Matters that the Tribunal Took into Account

Following the Tribunal, the landlord agreed to refund the student the full £650. This has now been paid and the student is satisfied with this outcome.

The landlord has been a member of the Unipol Code for ten years, with no other complaints having been made against him.

Decision of the Tribunal

The Tribunal upheld the complaint in respect of clauses 2.02 and 2.03 as there was no dispute that money had been requested and paid before any contractual terms were provided.

However, the Tribunal acknowledged that Sijad Housing had been frank in admitting his mistake and had subsequently refunded the money taken in breach of the Code. The Tribunal also noted his co-operation with the Unipol Codes Administrator on how he proceeds in the future, the fact that he has been a Code member for ten years without any other complaints, and the fact that these breaches arose from genuine mistakes when under pressure and not a deliberate flouting of the provisions of the Code.

Follow Up Action

The Tribunal was satisfied that appropriate measures had already been taken by the landlord to ensure that there would not be cause for a complaint of a similar nature to occur in the future. As such it made no recommendations for follow up action.

It is normal where a complaint is upheld that the Code member will lose their golden owner status, which applies where an owner has been a member of the Unipol Code for more than four years and have not had a sustained complaint against them. Sijad Housing Group is currently a golden owner. The Tribunal requested that Unipol considered not removing their golden owner status, in light of the fact of his co-operation and Unipol have accepted this recommendation.