

Unipol Code Complaint Case Studies

Complaint regarding fire safety

A student complained to Unipol in August 2017 under the Leeds Code. The student lived in a shared house and the complaint was regarding the condition of the property and the state of repairs within, ranging from fire safety to damp and mould. Due to the nature of the complaint, it was agreed that an inspection would take place by Unipol.

The inspection found several non-compliance issues relating to fire safety but found the mould to be a result of condensation caused by tenant lifestyle rather than damp. The students were given advice on how best to manage and prevent condensation. The inspection report was sent to the landlord. The landlord agreed to carry out the required works within the given timeframes. A re-inspection took place at the property and all works were confirmed to have been completed.

The complainant was happy with the steps taken by the landlord, with regards to complying with the inspection report, and the complaint was resolved.

Complaint from a member of the community

A complaint was received from a member of the community regarding a neighbouring student property, under the Leeds Code in October 2017. The individual complained that the students neglected the property and did not put rubbish in the allocated bins to be collected so rubbish then invaded neighbouring gardens. She also complained that the garden looking unsightly and not in keeping with the street.

After discussions with the managing agent, the landlord agreed to clear the property's driveway. The managing agents then agreed to send out regular alerts to students for their bin collection days and to inform them of any recurring complaints regarding their student property.

The complainant was happy with the steps taken by the managing agent to address the problem however, the issue remains monitored.

Complaint regarding repairs

A complaint was received, in October 2017 under the Nottingham Code, from a student regarding the length of time it was taking the landlord to repair his shower. The student explained that he first logged the dysfunctional shower several weeks previous to making a complaint to Unipol. The complainant confirmed that he paid extra for the use of the en-suite shower room.

After contact from Unipol, the landlord confirmed that the shower required a specialised part for repair and that they had been let down by a couple of plumbers to install it. This was the reason for the delayed repair. The landlord agreed to refund the student the additional rent which he paid every week for the use of the en-suite shower room.

The shower was then fixed and the student was happy with the refund as a final resolution to his complaint.

Complaint relating to compensation

A complaint was received regarding a non-functional kitchen under clause 2.17 of the Leeds Code, in September 2017. The kitchen required major repairs and the students were eating takeaway food due to no cooking facilities being present within the property.

The managing agent was contacted regarding the situation and the urgency for repairs. Clause 2.17 of the Unipol Code was quoted in discussions with the managing agent and it was agreed that in accordance with the Code tenants would be refunded 50% of the rent they had paid for the time they had no access to the kitchen. The managing agent also offered the students a goodwill gesture for the inconvenience it had caused them since the beginning of their tenancy.

The complainant was happy with the resolution and all works were completed within the property.

Complaint relating to fire safety

Contact was made to the National Code in November 2017 by a parent regarding fire safety within her son's student accommodation. The parent queried whether or not fire extinguishers should be present on her son's floor as they were on other floors in the building.

The parent was advised that the National Codes require that accommodation providers abide by the requirements of the relevant fire and rescue service in respect of extinguishers, and that these can vary from one area to another. Indeed, when the accommodation provider in question was contacted in order to establish why this situation may have arisen, they explained that following an inspection at another development by an independent health and safety consultant they were advised that fire extinguishers were not a requirement. They also reported that they had engaged a fire risk assessor to conduct a survey on the building in question and that they would share those findings with the National Code.

Interestingly, the conclusion of that fire risk assessment was that although there was evidence to show students had used the fire extinguishers to prop open fire doors, the provider should retain fire extinguishers within corridors and then warn students who interfere with the fire safety equipment.

The parent was informed of this and was happy knowing that the fire extinguishers were to be placed back in their original positions following a thorough investigation.

Complaint relating to non-return of deposit

Contact was made to the National Code in December 2017, from a student regarding the non-return of her deposit. The student had explained that they had been in contact with the accommodation manager and customer services but all those advising her could not provide her with an answer as to why she had not yet received her deposit.

The student was given the details of the National Code contact at her accommodation and advised to send a complaint to them, stating what the problem was and who she had previously been in contact with regarding it.

The student subsequently emailed the Complaints Investigator to confirm that the deposit had been returned and she expressed her thanks for the help that she had received from the National Codes.

Complaint relating to deposit deductions

A student complained to Unipol about the deductions made to his deposit by his landlord. He explained that the deductions were unreasonable and were down to general wear and tear of the property.

The student was advised that the Unipol Code does not cover the reasonableness or not of deposit deductions and that this covered by the tenancy deposit scheme. He was asked if he had taken any pictures of the property before vacating and he confirmed he had and so it was suggested he use them as evidence that the deposit deductions were unfair. The role of the deposit protection service was explained to him and how they were the best people to contact to contest any charges, using their own dispute resolution service. The student was given the relevant website address to use their resolution service and encouraged to supply all photos, those taken at the start and end of the tenancy and provide any other supporting evidence.