

## **Unipol Code Fast Track Tribunal**

7th December 2017

### **Meeting to consider complaint against Jafar Shindi**

**Present - John Martin (Chair), Chandu Mistry (Vice Chair), Fatouma Sanyang (Vice Chair), 2 tenants**

**In attendance - Faye Swanwick (Unipol), Megan Blanden (Unipol), Joanne MacNaughton (Unipol)**

#### Details of the Complaint

A complaint was made by two of the tenants of 8 Grove Terrace in October 2017 regarding the following clauses of the Unipol Code:

*2.00 All property details are reported accurately without misrepresentation to prospective tenants*

The landlord owns two properties on the same street and the tenants claimed that it was not clear which property they were moving in to, or when they could move in. Upon moving in, the tenants claim that the property was not ready at the start of the tenancy, with no hot water, heating or cooker.

*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*

*2.09 A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of the Unipol Code*

*2.14 Written receipts are issued for all cash paid to the Landlord/Agent, whether for rent, deposit (in accordance with the requirements of the relevant deposit protection scheme), utility or service charges*

The tenants claimed that they paid money for the deposit and rent before the tenancy agreement was provided.

*3.04 Where access is required for routine inspection/s, the tenants must be notified - within not less than 24 hours - of the date and purpose of the visit, as well as the possible time spans within which the visit will take place, except in the case of any emergency or if shorter prior permission has been given by the tenant/s, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected*

*3.05 Business is pursued by him/her in a professional, courteous and diligent manner at all times*

CCTV cameras have been installed on the exterior and interior of the property. The tenants were aware that there would be cameras on the exterior of the property from the advert, but were not aware they would also be fitted inside the property and feel this is an invasion of their privacy. They also claimed that the landlord raised his voice and was argumentative on several occasions and does not always give 24 notice for access.

#### Other Matters the Tribunal Took Into Account

While the usage of CCTV cameras is not currently covered by the Code, as this is relatively new technology, the Tribunal feel that it should be and have recommended to Unipol that this is included in the Code when it is next reviewed.

The Tribunal recognised that there were some mitigating circumstances in this complaint, noting that Mr Shindi is a new landlord and felt that many of the issues arose due to inexperience, as well as being let down by contractors meaning that the refurbishment works overran. The Tribunal felt that all in all, the landlord had taken on too much too soon.

The Tribunal felt that Mr Shindi has the potential to be a good landlord and the inspection carried out by Unipol confirmed that the property was of a good quality.

#### Decision Taken

The Tribunal did not uphold the complaints regarding clauses 2.03, 2.09 and 2.14, as they felt that there was insufficient evidence.

However, the Tribunal did uphold the complaints that clauses 2.00, 3.04 and 3.05 of the Unipol Code were breached.

The Tribunal agreed that it was unclear at the start of the tenancy which property the tenants would be moving in to, and when the refurbishment works would be completed.

The Tribunal felt that the relationship between the landlord and tenants had broken down as a result of these issues and also as a result of the installation of CCTV cameras in communal areas of the accommodation. The Tribunal felt that this is intrusive and breaches clause 3.04 of the Code: "... *that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.*"

Taking all of the above into consideration, including the fact that Mr Shindi is a new landlord, the Tribunal felt that it was important that the landlord remains in the Code while he learns how to be a good landlord, although has made some conditions for continued membership.

#### Follow-up Actions

- The CCTV cameras must be removed from the communal areas of both student properties in Bradford by 19th January 2018. External cameras are acceptable, as are internal cameras pointed at the front/back doors but all other internal cameras must be removed. Unipol will revisit the property on 19th January to ensure that this requirement has been complied with. Failure to remove the CCTV cameras by this date will entail removal from the Code.
- The Tribunal wanted to emphasise that there is a crucial lesson that must be learnt from this - while the property belongs to the landlord; it is the tenants' home. This means that 24 hours for notice for access must be given in all circumstances, except in the case of an emergency or if shorter prior permission has been given by the tenant/s.
- It is recommended that in future, all communication around issues covered by the Code are dealt with in writing; this ensures less misunderstandings.
- The Tribunal recommended that the landlord attends landlord training.