

**From**

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**To**

Provisional Claimant  
The Luxurio, Barrow Street,  
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**Part A. Initial Stage - Claim in relation to misleading omissions affecting first residents at The Luxurio (the "Accommodation")**

Thank you for participating in a notion to bring a demand ("claim") against Homes for Students [LTD](#) ("HoS").

This letter explains and records, for the evidence of any doubt, the nature of the instructions and demands the group has provided to me, the advice I have given you so far and the preliminary action we have agreed (subject to further deliberation) to take to pursue the claim further.

**Your requirements and Objectives**

You wish to obtain compensation in relation to the alleged omission of information before entering the tenancy contract – where you were not informed that the facility would be complete upon arrival. As a result of the incompleteness of the accommodation, you also face additional disruption as a result of construction and noise.

You want advice about bringing this claim to HoS, you have joined (or are looking to join) our party as a claimant to help investigate this claim and, will help try develop reasonable prospects of winning and obtaining compensation and, should you be satisfied with the information that you have – you may wish to issue and pursue legal proceedings with us (should we need to progress to that stage).

**Part B. The “Issues Prescribed”:**

Your claim will be made on the basis that:

- You entered a Shorthold Tenancy Contract (“Contract”) into an incomplete accommodation.
- You did not know that the accommodation was incomplete before entering the Contract.
- Had you known about the incompleteness of the accommodation, you would have not entered into the Contract or at least would have been willing to pay a lower price for it.
- You, the claimant, are the individual/legal entity named as the client on the Contract documents.
- You have not instructed another law firm/organisation to bring a claim for you in connection to the Contract pertaining to the incompleteness of the accommodation.

If any of the above issues are incorrect or not applicable – please inform me urgently.

There are several kinds of claim which you may be entitled to depending on your individual circumstances, including:

1. **A claim of deceit/fraudulent misrepresentation and breach of statutory duty.**
2. **Breach of the Consumer Protection from Unfair Trading Regulations 2008 (“CPUT”).** This type of claim may be made against the people you have entered into the Contract from. In most cases this claim would be made against HoS.
3. **Breach of contract** namely the term to provide services which are ‘fit for purpose, as described not of satisfactory quality’.

**Part B. Scope**

The main issues vary depending on the type of claim made, but including determining:

- Whether HoS engaged in (commercial) practices that are considered to meet the definition of “misleading omissions” in legislature (interchangeable with representation);
- Whether the nature, severity and duration of incompleteness at the accommodation are considered to be substantial to the claimant;
- Whether each claimant relied on the defendant’s false or misleading representations when deciding to enter into the tenancy agreement.
- How much compensation each claimant is entitled to, including for financial and non-financial losses. When determining how much compensation each claimant should ideally be entitled to, the main factors considered will be:
  - i. at what time did the claimant join into the tenancy agreement spanning the construction period ( – the period of which a significant presence of contractors caused considerable noise and disruption daily, taking into consideration of different stages of construction and completeness at the point the claimant would spend the Shorthold Tenancy);
  - ii. whether HoS made any steps for the individual to compensate for the issues described above previously, and the nature of each remedy;
  - iii. whether the issues prescribed above had resulted in further individual matters that they believe to be legally entitled to compensation and if they have been

remediated;

- iv. **any negative personal effects on each claimant such as inconvenience, loss of amenity** (reduction of mental or physical capacity to perform tasks); and
- v. the seriousness of HoS' misconduct.

There are also several issues which only apply to specific types of claim. For example, in claims for breach of contract or under CPUT – we will need to show that HoS or related parties of HoS could be reasonably expected to be aware that the place would be incomplete upon arrival stipulated by the term on the Contract you entered into.

### **Part C. Defendants**

The claim is to be brought against such defendants as we choose. This is likely to only be HoS but may span across other parties or agencies that have been in touch with you to establish the Contract.

### **Part D. Status of Demand Proceedings 29/01/2022**

*We are at a very early stage of the demand/litigation process where we are gathering information and evidence in relation to the claims.*

*In due course it seems that I will be optimistic that I will be in a position to advise you (in a non-legal capacity) to issue demands against HoS. I will be working with this group, legal advisory firms, friends and family with competency around law and tenancy to pursue compensation, and between us we are then likely to make our legal demands against HoS. Should this need to progress further we will be likely to make an application for a Group Litigation Order ("GLO").*

*I will only be taking and advising these steps when we are all satisfied that there is a good chance of the claim or demand succeeding.*

*Should this matter escalate, we will be looking into different avenues of funding in place to ensure we can properly bring these demands and we be looking into having insurance cover in place to insure against the risk of having to pay adverse costs should our claim be unsuccessful.*

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Under unfavourable circumstances, A GLO will normally:

- establish a framework for the management of the large number of claimants that are likely to make a claim in respect to the Issues Prescribed as a result of HoS. This includes setting out the common issues that the Court will determine under the GLO;
- establish a Group Register recording brief details of the claims of all claimants who join the group action;
- create a Steering Committee of law firm(s) to conduct the litigation on behalf of all claimants;
- provide how legal costs are to be shared between the parties;
- set out what information each claimant must provide to the Defendants about their claim.

Before pursuing court proceedings, we will explore all possible ways of achieving our objectives, including mediation or some other alternative dispute resolution procedure if appropriate and if HoS agree to it.

## Part E. Current Advice

### *The Accommodation & Incompleteness*

At this stage, it seems unclear to HoS and/or the court without evidence whether the accommodation was incomplete. We will therefore need you to carry out further action to collect evidence to suggest the place was incomplete. This evidence should ideally be dated and referenceable to you should we need to further question and decide to admit the evidence into your claim. Further information is available in Part F and Part G of this document.

### *Causes of Action*

We will motivate HoS to create an out-of-court settlement under the presence of legal threat, as prescribed below:

The types of claim depend on your individual circumstances as the claimant. Certain criteria must be met to bring each type of claim. Not everybody will be legally entitled to a claim – in which I would advise you find an individual method to satisfy your individual issues.

1. All claimants should be able to claim in **deceit/fraudulent misrepresentation** and **breach of statutory duty** against HoS
2. All claimants can claim against the agency representing the accommodation you have entered the contract from for **breach of contract**, provided that :
  - a. The people/agency who introduced you to the contract are acting in a commercial capacity on behalf of HoS. This claim may be more difficult to prove against agencies that are not working with HoS.
  - b. Individual issues pertaining to "fit for purpose", "satisfactory quality" had been raised by the you in a formal capacity, (such as a the malfunction of a system like air-conditioning) have not been repaired yet within a reasonable timeframe.
3. **CPUT** claims should only be made by claimants who entered the tenancy agreement where the accommodation would still be considered to be in construction, predominantly spanning between August 2021 to October 2021 where many advertised amenities (such as the gym, recreational areas and bike-storage facilities) were not available yet – the lack of services should be considerably substantial to the decision making process of entering the contract.

However there may still be a claim for individuals who entered the contract outside of this period who believe they have been subject to a loss of amenity as a result of continuous noise and disruption et cetera.

Each of these types of claim has different advantages and disadvantages. The biggest difference is between those who can claim under CPUT and those who cannot.

Generally, claimants who can claim under CPUT are able to claim for substantially greater compensation than any of the other types of claims.

This is because under CPUT, you are in principle entitled to recover a discount made ranging from 25% to 100% discount depending on how serious the court considered HoS actions to have been. However, the court may award a different figure.

The compensation recoverable under the other types of claim are more dependent on proving loss, and on the information currently available, a lower discount will probably be recoverable than under CPUT.

In the interests of time, we will motivate HoS to pay the first installation of the tenancy agreement or 33% of the whole contract cost of the individual – whichever is cheaper.

**Part F. Action**

The next steps you need to take are set out below:

- It will be your responsibility to ensure that you make yourself aware to me in order to be part of the party as a claimant, in order to access the advice of the group.
- You need to possibly provide me documents such as your tenancy agreement when requested.
- We need to obtain evidence, it will be in your interests to collect evidence that relate to how much compensation will be determined (see pg 2/3)

**Part G. Documents and Evidence**

Submit all Documents and Evidence to the link, creating your own folder to identify you:

[https://drive.google.com/drive/folders/1tRzsKLIRAspcEoVaKu5x\\_A--GFL6vPT9?usp=sharing](https://drive.google.com/drive/folders/1tRzsKLIRAspcEoVaKu5x_A--GFL6vPT9?usp=sharing)

It is in your and our best interests to preserve all documents (including electronic documents such as emails, photos and phone messages) that may be relevant to our claim.

This includes not only documents that may support our claim, but also any documents that may negatively or adversely affect our claim. The term 'document' is interpreted widely and includes anything in which information of any description is recorded.

If you are in any doubt about whether a document should be preserved, please contact me and I should be able to advise you accordingly. Examples of documents that may be in your possession and might be relevant to our case include the following:

- The Shorthold Tenancy Contract.
- Marketing material (websites, transcripts etc). Provided by HoS or an agency to suggest amenities which would be available should the accommodation be complete.
- (Dated) Material that suggests incompleteness of the accommodation.
- Screenshots, images and recorded dialogue of the defendant in respect to our claim.

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