Formal Complaint & Letter Before Action

Opera House, 2 Chesnut Road, London, N17 9EN

From:
Mykyta Osadchyi
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Moreton-in-Marsh
GL56 0FF
Email: nikitaslice@gmail.com

To:
Londonist DMC Limited (the **Licensor**)
5 Great James Street
London
WC1N 3DB
Email: book@londonist.co.uk

Cc:
AXO Student Living (Property Manager)
184 Shepherds Bush Road
London
W6 7NL
Email: info@axostudent.co.uk

Date: 14 November 2025

Re: *Breach of Licence and failure to provide essential services — claim for compensation*

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1. Status of this correspondence

This letter is an **open** formal complaint and a **letter before action**. If a satisfactory response is not received within **28 days** of the date of this letter, I reserve the right to commence proceedings for breach of contract without further notice. Separately, in line with the Property Redress Scheme rules, I will allow up to **8 weeks** for Londonist DMC to issue its final response before I escalate the complaint to the Property Redress Scheme. I also reserve the right to seek statutory interest and costs where applicable.

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2. Parties, property and licence details

- **Licensor:** Londonist DMC Limited (contracting party)
- **Licensee:** Mykyta Osadchyi
- **Property:** Opera House, 2 Chesnut Road, London, N17 9EN

- **Room:** Room 012 — Silver Studio
- **Licence period:** 21 September 2024 – 30 August 2025
- **Total licence fee:** as invoiced under my Licence Agreement (Exhibit 5)
- **Daily pro-rata rate used for abatement: £46.23/day** (derived from the total licence fee pro-rated over 343 nights)

Liability: I contracted with **Londonist DMC Limited** as Licensor. Under the Licence (Exhibit 5), the Licensor covenants that I will be able to possess and enjoy the property without interruption and will **procure that the Owner maintains installations for the supply of water, gas and electricity** and **provides heating and lighting to the common parts**. Londonist's internal arrangements with AXO Student Living do **not** diminish Londonist's contractual obligations to me. Any apportionment is for Londonist and AXO to resolve between themselves.

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3. Summary of breaches

From **29 November 2024**, a major incident at the building resulted in prolonged loss and/or degradation of essential services (see Exhibits 1):

- **No electricity and no water (hot or cold):** 29 November 2024 – 2 December 2024 (**4 days**) (Exhibit 1).
- **Unstable/partial electricity supply:** up to 5 December 2024 (total **7 days** affected from 29 November) (Exhibit 1).
- **No central heating in my room:** from 29 November 2024 onwards; only **portable heaters** were provided from 6 December 2024 (first **8 days** without any heating) (Exhibit 1).
- **No hot water:** 29 November 2024 – 16 December 2024 (**18 days** with no hot water; of these, **14 days** are claimed as partial loss after the first 4 "no water" days) (Exhibit 1).
- **No Wi-Fi:** 29–30 November 2024 (**2 days**) (Exhibit 1).
- **Lift out of service:** 29 November 2024 – 23 June 2025 (**207 days**) (Exhibit 1).

These failures substantially deprived me of the use and enjoyment of the Room and required me to **relocate** and incur **direct costs**.

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4. Heads of claim (Schedule of Loss)

A. **Rent abatement for loss of essential services**

1. **Total loss (no electricity and/or no water):** 4 days × £46.23 = **£184.92** (100% abatement) (see Schedule 2).
2. **Partial loss (no hot water only):** 14 days × £46.23 × 50% = **£323.61** (50% abatement) (see Schedule 2).

Subtotal A: £508.53

B. Direct and reasonably incurred costs

1. **Insurance claim excess — laptop repair: £50.00** (Exhibit 2).
2. **Insurance claim excess — spoiled food: £10.00** (Exhibit 2).
3. **Food and belongings discarded by cleaner (replacement values): £90.19** (Exhibit 4).
4. **Train travel (open return) to relocate to family home due to uninhabitable conditions: £34.40** (Exhibit 3).

Subtotal B: £184.59

Total compensation sought

£508.53 + £184.59 = £693.12

I consider the above to be **conservative** and **reasonable** given the duration and severity of the loss of essential services. I also note that Londonist's failure to engage with my repeated communications over several months caused significant distress, inconvenience and uncertainty. I therefore seek, in addition, a modest award for distress and poor complaint handling, in line with the guidance of the Property Redress Scheme. I reserve the right to amend these figures if further losses come to light or if additional evidence is required.

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5. Causation, responsibility and mitigation

- I promptly reported issues, followed management instructions (including use of an alternative fridge — Exhibit 1) and **mitigated my losses** by relocating temporarily and using portable heating when provided.
- The **discarding of my food and belongings** from the designated alternative fridge was caused by building staff/contractors, not by me (Exhibit 4).
- Where I pursued insurance, **excess payments** were unavoidable and are direct consequences of the incident (Exhibit 2).
- The **open return** ticket reasonably covers my necessary travel to and from my family home; I do not seek reimbursement for discretionary holidays or unrelated travel (Exhibit 3).

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6. Remedy sought and next steps

Please provide, **within 28 days** of the date of this letter:

1. Written confirmation that Londonist DMC accepts liability for the above breaches;
2. Payment of **£693.12** to the account you hold on file (or by bank transfer to details I will provide on request); and

3. An explanation of the steps Londonist DMC will take to improve its complaint-handling and communication with tenants, so as to avoid prolonged lack of response or unresolved claims in future.

If I do not receive a satisfactory response within 8 weeks, I will escalate this matter to the **Property Redress Scheme** and consider issuing proceedings for breach of contract. In any issued claim, I will seek compensation as above together with **interest** (at the court's discretion) and the reimbursement of appropriate fees.

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7. Documents and evidence

I include below the following in support of this claim (together, the **Evidence Bundle**):

- **Schedule 1 — Chronology of Events** (with contemporaneous emails/notifications from AXO and Londonist — Exhibit 1).
- **Schedule 2 — Schedule of Loss** (calculations and receipts — cross referenced above).
- **Schedule 3 — Annexed Exhibits** (emails from AXO and Londonist; insurance correspondence and proof of excess payments; receipts/tickets; photographic evidence of discarded items; valuation screenshots for replacement costs; licence agreement).

Please treat this letter as a pre-action letter. I am willing to engage constructively to resolve the matter without proceedings.

Yours faithfully,

Mykyta Osadchyi

Schedule 1 — Chronology of Events (summary)

- **29 Nov 2024:** Major incident — electricity, water (hot & cold), Wi-Fi, heating and lift out. AXO acknowledges and provides updates (Exhibit 1).
- **30 Nov 2024:** Wi-Fi partially restored; electricity remains unstable (Exhibit 1).
- **2 Dec 2024:** Cold water restored (Exhibit 1).
- **5 Dec 2024:** Further outage reported; electricity fully restored late that night (Exhibit 1).
- **6 Dec 2024:** Portable heaters provided (no central heating) (Exhibit 1).
- **7–12 Dec 2024:** AXO and Londonist updates; hot water works delayed (Exhibit 1).
- **16 Dec 2024:** Hot water restored (Exhibit 1).
- **19 Dec 2024:** My room fridge replaced; cleaner disposes of my food from the alternative fridge previously assigned to me; items found in refuse; valuations prepared (Exhibit 4).
- **3 Feb 2025:** Londonist last replied to my emails (Exhibit 1).

- **Mar 2025:** Insurance excess payments paid (£10 and £50) (Exhibit 2).
- **23 Jun 2025:** Lift restored to operation (Exhibit 1).
- **17 Jul 2025:** My final attempt to contact Londonist; no further response was received (Exhibit 1).

Schedule 2 — Schedule of Loss (detail)

A. Rent abatement

- 29 Nov – 2 Dec 2024 (4 days, no electricity and no water): 4 × £46.23 = **£184.92** (100%) (Exhibit 1).
- 3–16 Dec 2024 (14 days, no hot water): 14 × £46.23 × 50% = **£323.61** (Exhibit 1).

Subtotal A: £508.53

B. Direct costs

- Insurance excess — laptop repair: **£50.00** (Exhibit 2).
- Insurance excess — spoiled food: **£10.00** (Exhibit 2).
- Discarded food & belongings (replacement values): **£90.19** (Exhibit 4).
- Train (open return) to family home: **£34.40** (Exhibit 3).

Subtotal B: £184.59

Total claim: £693.12

Schedule 3 — Evidence (index of exhibits)

1. **Exhibit 1 — AXO and Londonist Emails**: Incident notifications, updates, and correspondence regarding outages, repairs and compensation.
2. **Exhibit 2 — Insurance Correspondence and Proof of Excess Payments**: Letters/emails from Gallagher confirming excess charges (£10 food, £50 laptop) and proof of payment.
3. **Exhibit 3 — Train Ticket (Open Return)**: Ticket purchased on 30 Nov 2024 to relocate to family home during uninhabitable conditions.
4. **Exhibit 4 — Discarded Items Evidence and Valuations**: Photographs, notes of items removed by cleaner, and replacement valuations (Tesco/reputable retailers).
5. **Exhibit 5 — Licence Agreement**: Full text of the Licence between Londonist DMC Limited and Mykyta Osadchyi (dated 21 Sep 2024 – 30 Aug 2025).

Note: I am happy to exchange a single paginated bundle with cross-referenced exhibits on request.