Saeron Kim
sr_k123@naver.com
25 AUGUST 2025

Londonist
University Living
Only by email to :
legal@londonist.co.uk
care@universityliving.com

LETTER BEFORE ACTION

Breach of Accommodation Licence Agreement

Dear Sir / Madam

1. Please treat this letter as a pre-action letter sent in accordance with the Pre-Action Protocol. You are reminded of your obligations under the Protocol and, given the urgency of the matters raised, I request that you respond to this letter **within 48 hours of receipt.** Therefore, please provide your response by email to (sr_k123@naver.com) by 12.00 noon on **Thursday 28 August 2025.**

2. If I do not receive a reply to this letter from you by the above deadline for response, or if you confirm that you refuse to reverse your decision, then I reserve the right to commence **civil proceedings to claim damages and/or consider group litigation under CPR 19.6 without further notice.** If I am to commence any proceedings, I may issue a public notice and distribute a Statement of Truth form for the purpose of identifying individuals with the same interest.

3. In brief, Under the **UK Consumer Rights Act 2015 and common law principles of contract law,** failure to provide the contracted services within a reasonable time constitutes a material breach, **releasing the consumer from any further payment obligations. There is therefore no legal basis for any further collection activity, which must cease immediately.**

A. Parties

I am the proposed Claimant ("the Licensee"). The proposed Defendants are Londonist DMC Ltd ("the Licensor") and University Living, jointly responsible for providing accommodation under the Licence Agreement dated 13 September 2024.

B. Events giving rise to the claim

1. The Licence Agreement required Londonist DMC Ltd ("Licensor") and University Living to provide me ("Licensee") with accommodation in accordance with Clauses **2.4** and **5.1–5.2** of the Licence Agreement. It should meet reasonable living standards.

2. Serious noise disturbances were reported continuously from 21 September 2024. Despite repeated complaints, no remedial action or room change was provided before the first instalment period ended.

3. A two-month period constitutes a reasonable opportunity to remedy under both the UK Consumer Rights Act 2015 and general principles of contract law. The complete failure to act constitutes a material breach, entitling me to terminate the agreement and refuse the second instalment payment.

4. As a direct consequence, I suffered significant **distress, inconvenience, and loss of quiet enjoyment of the property**, which is a fundamental right implied into tenancy and licence agreements under English law. The excessive noise and lack

of response caused substantial **sleep disruption, mental stress, and adverse impact on my studies and daily life**, leading to avoidable hardship during the entire period of residence.

5. Furthermore, the failure to address these issues in a timely manner resulted in **financial losses**, including unnecessary relocation costs and wasted rent payments for accommodation that was unfit for its intended purpose.

C. The legal principles

1. **Breach of Contract**
   Common law principle
   A **material breach** occurs where one party fails to perform a fundamental term of the agreement, depriving the other party of substantially the whole benefit of the contract.

Failures to provide reasonable living environment, amount to a **material breach by the the Licensor. <u>Where a material breach occurs, the innocent party is released from further contractual obligations and may seek damages.</u>**

2. **Failure of Consideration**
   Common law principle
   F**ailure of consideration** applies where the promised service or benefit under the contract is not provided, in whole or in part, despite payment or a promise of payment being made.

Where consideration has been provided by one party, **but the counterparty has failed to perform the promised services, <u>the paying party is discharged from any further payment obligations.</u>**

3. **UK Consumer Rights Act 2015**
   Section 49 – Service to be performed with reasonable care and skill

   "Every contract to supply a service is to be treated as including a term that the trader must perform the service with reasonable care and skill."

   Section 52 – Service to be performed within a reasonable time

   "This section applies to a contract to supply a service, if—
   (a) the contract does not expressly fix the time for the service to be performed, and does not say how it is to be fixed, and
   (b) information that is to be treated under section 50 as included in the contract does not fix the time either.
   In that case the contract is to be treated as including a term that the trader must perform the service within a reasonable time."

Under Section 52, **services must be delivered within a reasonable time**. Where these standards are not met, consumers are entitled to remedies, including repeat performance or a price reduction/refund.

D. Evidence

1. Reporting issues

Exhibit A1: WhatsApp messages dated 21 September 2024 reporting issue

Exhibit A2: Mutliple complaints requesting room change or refund

2. Room Change Agreement

Exhibit B1: Phone call transcript dated 4 October 2024 (16:42) confirming agreement to change room or provide alternative accommodation

Exhibit B2 : Recorded voice call (M4a)

3. Failure to Remedy

Exhibit C1: Emails showing no inspection or remedial action before the first instalment period ended

Exhibit C2: Notice to withhold second instalment due to unresolved issues

4. Vacate confirmation

Exhibit D

I look forward to hear from you.

Yours faithfully



Saeron Kim

CC: CCI Credit Management Ltd

accounts@ccicm.com (for information only)