Defendant response

Claim number: 757MC282

Case name: Mr Yiming Wang v Londonist DMC Ltd

Claimant ref:

Defendant ref:

Received: 18 December 2025

Defendant's details

Business name	Londonist DMC Ltd
Address	5, GREAT JAMES STREET LONDON WC1N 3DB
Telephone	07470543661
Email	legal@londonist.co.uk

Defendant's response to the claim

Classification: Controlled

Defendant's response	Defends all of the claim
Why they disputed the claim	The Defendant denies that the Claimant is entitled to compensation for the two night hotel stay. Whilst the Defendant acknowledges that the Claimant was unable to check into the property due to internal policies, reasonable alternative accommodations were offered but refused. Consequently, the amounts paid by the Claimant have been fully refunded, including for the first two nights spent at the hotel. Thus, any hotel stays were not by force but instead by the initiative of the claimant and subsequently should not be additionally compensated by the Defendant. Background The Claimant booked a stay with Londonist DMC (a student accommodation agency) at our Chapter London Bridge property, located at 42 Weston Street, London SE1 3QD. The booking was for a Platinum Ensuite Upper-Level room shared with one other occupant, covering the period from 20 September 2025 to 27 December 2025. The Claimant signed the licence agreement and paid a £250.00 deposit on 24 August 2025, followed by the full payment of £8,388.00 (weekly rate of £570.00) on 2 September 2025. The Claimant attempted to check in to his room on 26 September 2025 but was not able to check in due to occupancy levels and internal policies. This is because the room was shared by an occupant of the opposite gender, which is prohibited under the residence's internal policy. The on site staff operate independently from the Defendant, and the Claimant did not inform the Defendant on this issue, therefore we could not help or offer immediate alternatives. The Claimant decided to stay in a hotel that night without informing the Defendant. One day later, on 27 September 2025, the Claimant explained the issue to one of our sales agents. Our sales agent responded by giving various alternatives on the same day within Londonist's portfolio. As there were no other available rooms in at London Bridge, our sales representative offered alternative accommodation, including a private studio located in Spitalfields (Zone 1 – 9 Frying Pan Alley, London E1 7HS) and a private studio in Aldgate (Zone 1 – 1–2 Education Square, London E1 1DF). Due to availability, the Claimant would have been required to stay initially in Spitalfields and then move to Aldgate. The Spitalfields private studio had a weekly value of £620.00, higher than the Defendant's original booking, with no additional charge to the Claimant. In addition, a two bedroom apartment in Spitalfields was also offered, valued at £499.00 per week. Later that day, the Claimant rejected the alternative options and explained they will be staying in a hotel until they find an alternative apartment. Thus, any hotel stays were not by force, and the claimant could have been accommodated as soon as they informed us in a reasonably comparable property.

Classification: Controlled

	Full refund as a gesture of goodwill Although reasonable and comparable alternatives were promptly offered, the Claimant declined all of them. Londonist DMC, which reserves the right to relocate licensees without providing more than 24 hours' notice in cases of necessity (clause 8), was under no obligation to issue a full refund. Nevertheless, Londonist provided the Claimant with a full refund purely as a gesture of goodwill on 7 November 2025, despite his refusal to accept the suitable alternatives offered. Further to this, comparable alternative rooms were available for immediate check in upon notification, making a hotel stay unnecessary. It was the Claimant's preference rather than a necessity and the Defendant was more than capable of providing alternative accommodations within those days temporarily. Misinterpretation of licence agreement provisions The Defendant disputes that there is any reference under the licence agreement in which we are responsible for losses for booked accommodation or cancelled bookings. In sum, the Defendant disputes the Claimant's entitlement to compensation for the two night hotel stay. Whilst we acknowledge the Claimant was unable to check into the property due to internal policies, the Defendant has already refunded the Claimant in full for the entire booking, including the first two nights during which he chose to stay in a hotel. Reasonably comparable alternatives were offered immediately to enable the Claimant to check in without needing hotel accommodation, but these were declined. Accordingly, the hotel stay resulted from the Claimant's own decision as a preference not a necessity, and the Defendant bears no further liability for additional compensation.
Timeline of what happened	
24 August 2025	Licence agreement signed by the Claimant to stay in a Platinum Ensuite Upper Level, London Bridge, between September 20, 2025, and December 27, 2025. A deposit of £250.00 was paid.
02 September 2025	The full licence fee of £8,388.00 was paid by the Claimant.
20 September 2025	Licence period started.
26 September 2025	Claimant tried to check into the property, Claimant turned away and stayed in a hotel for the night.
27 September 2025	Claimant informed the Defendant that they couldn't check in, and Defendant offered alternatives in Zone 1, Spitalfields (and later Aldgate) for immediate check in. All alternatives were rejected

Classification: Controlled

	by the student.
07 November 2025	Full refund of accommodation fee (£8,388.00) issued.
10 November 2025	£250.00 deposit refunded.
Comments	
Defendant’s evidence	
Contracts and agreements	Licence agreement for the Claimant's stay.
Letters, emails and other correspondence	Text messages giving the Claimant alternatives for immediate check in.
Receipts	Invoices for stay.
Comments	

Mediation

Contact Name	Londonist DMC Ltd
Contact Number	07470543661
Contact Email	legal@londonist.co.uk
Dates Unavailable From	2025-12-19
To	2026-01-06

Statement of truth

I believe the facts stated in this response are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.
Drishti Rangani
Paralegal
18 December 2025

Classification: Controlled

Directions questionnaire

Claim number: 757MC282

Case name: Mr Yiming Wang vs Londonist DMC Ltd

Received: 18 December 2025

Claimant's details

Name	Mr Yiming Wang
Address	153 flat3 HOLLAND PARK AVENUE LONDON W11 4UX
Phone number	07379226506
Email address	whrmix@163.com

Defendant's details

Name	Londonist DMC Ltd
Address	5, GREAT JAMES STREET LONDON WC1N 3DB
Phone number	07470543661
Email address	legal@londonist.co.uk

About Hearing

Do you consider that this	No

claim is suitable for determination without a hearing, i.e. by a judge reading and considering the case papers, witness statements and other documents filed by the parties, making a decision, and giving a note of reasons for that decision?	
If not, please state why not.	both sides can present their case.
Do you want to give evidence yourself?	Yes
First name	Drishti
Last name	Rangani
Email	legal@londonist.co.uk
Phone	07470543661
Job Title	Paralegal

Experts

Do you want to use an expert?	No

Witnesses

Are there witnesses who should attend the hearing?	No

Language

What language will you, your experts or witnesses speak at the hearing?	English
What language will the	English

documents be provided in?

Hearing

Are there any days within the next 12 months when you, your client, an expert, or a witness couldn't attend a hearing?	Yes

Dates unavailable

	From 19 December 2025 to 6 January 2026
Do you want to ask for a telephone or video hearing?	Yes
Tell us why you want a telephone or video hearing	Easier for everyone to attend.

Court location

Preferred court	Clerkenwell And Shoreditch County Court And Family Court
Explain your reasons	Close to registered office address.

Additional support

1. **Do you believe you, or a witness who will give evidence on your behalf are vulnerable?**	No
2. **If you have answered "Yes" to question 1, how are you or the witness vulnerable and what support or adjustments do you want the court to**	

consider?

Additional information

Do you intend to make any applications in the future?	No
Provide any other information that the judge may need	Not Provided

Statement of truth

I believe the facts stated in this response are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Londonist DMC Ltd