

Somerford Grove Renters

Report on renting during the COVID-19 pandemic prepared by residents@shacklewell.uk

Background

We are a group of tenants in the 170 flats administered by the letting agent *Tower Quay* around Somerford Grove in Hackney, East London. We started as a local group last year to talk as neighbours and advocate for neglected repairs to be addressed.

The landlords for all of the flats are one of: Simpson House 3 Limited, Reverie Estates SR Limited, and Somerford Assets 3 Limited. Between us we estimate we pay more than £3 million in rent each year to these companies, through the agent Tower Quay. All of these companies have the same directors, same address and are ultimately majority owned by Yiannakis Theophani "John" Christodoulou, a Monaco-based property developer who has faced considerable public controversy due to previous disputes against leaseholders.

Many of us have lived in these homes for several years. Intimidation and threats from the agents of Mr. Christodoulou make clear that we are at risk of eviction from the property owing to a combination of

- a) financial difficulties stemming from the COVID-19 pandemic, and
- b) retaliatory action from Mr. Christodoulou and his representatives as a direct consequence of our requesting a rent reduction owing to our financial difficulties in accordance with government guidelines requesting 'compassion' from landlords.

Such eviction will nominally take place under Section 21 ('No fault' eviction) but will be a direct consequence of

- a) our having requested rent reductions, and having done so as a group, and
- b) press coverage of this request, which directly led to intimidation of residents by agents of the landlord as detailed in the Appendixes

On 27 April 2020, the legal firm Spector, Constant and Williams sent at least 12 letters on behalf of our private letting agent, Tower Quay, threatening to sue tenants who have tried to help each other seek rent relief as a result of the economic fallout of the COVID-19 crisis (see Appendix D).

Subsequently, residents have been subject to surveillance, intimidation and infiltration of private messaging groups on behalf of either our private letting agent or our landlord.

Ours is an important example of how current MHCLG and Government support has proved ineffective in addressing the impact of COVID-19 on those in the private rented sector and how further action from government is needed to protect tenants.

In this document we set out our experience and how we believe it should inform government action.

No evictions, fair rent, no retaliation

After many of us lost income during the COVID-19 pandemic, and were refused any relief from Tower Quay after approaching them individually, we wrote a collective letter to the agents on 30 March 2020. A survey of the group found that 87.5% of us had lost income as a result of the pandemic, with a number of households severely affected and unable to pay rent in full or at all. We asked them to work with us to help keep tenants safe and secure during the worldwide crisis. We asked for **no evictions, fair rent** during the COVID-19 lockdown and crisis period (including a 20% reduction in overall rent during the crisis) and **no retaliation** for this request being made. In total **109** of us signed this letter.

We have attached a copy of our requests agreed upon through group consensus as Appendix A. We have reiterated to our agents that we are open to dialogue on these requests, which they have so far refused.

What has happened so far?

Tower Quay responded by telling us

- a) to use the money we saved on 'lunches and cancelled holidays' to pay full rent
- b) that there was 'no justification for any reduction in rent, especially considering that whilst Tenants are isolating the wear and tear in properties is increasing which will be at the cost of the Landlord'.
- c) that they would work with individual tenants facing financial hardship on a 'case by case basis'

They refused to put us in touch with our landlord. We have attached a copy of all correspondence with Tower Quay to date as Appendix B.

Subsequently, when individual tenants approached Tower Quay and presented evidence of personal financial hardship, they were told that the 'landlord is not offering any discounts'. Some were offered a 20% rent deferment for March and April, to be paid back in June and July, pushing the tenants into debt, when the tenants could have no way of knowing if they could repay.

Tower Quay's response resulted in significant national media coverage including [The Guardian](#), [Hackney Gazette](#), [Daily Mail](#), [Metro](#), [Independent](#) and [Vice](#). A full list of media coverage is attached as Appendix C.

We would like to thank our ward counsellor Michelle Gregory and our MP Diane Abbott who have given us sensible advice and have asked Tower Quay to work reasonably with us.

Following the media coverage tenants have been subjected to acts of intimidation and harassment which we suspect were initiated by the landlord and/or letting agent.

Here is just one example: On 21 April 2020, *The Guardian* website published an article discussing our case which named Tower Quay. On that evening at approximately 6.45pm a resident answered a telephone call from a private number in which she was addressed by name, informed that she was speaking to the landlord's solicitor, and told that she would be 'held liable for damage to the flat or the landlord's reputation'. The caller then hung up without identifying himself. Three other residents received calls from a private number between 6pm and 7pm that evening which they did not answer. All of these calls were made to women tenants, none of whom were quoted in the *Guardian* article.

Tower Quay has also openly acknowledged they 'have been provided with a copy of [our] various WhatsApp groups'. We believe that Tower Quay has used private protected data on our residents WhatsApp group to identify and correspond with tenants. We have a record of the name and number of two members of Tower Quay staff who joined this WhatsApp group without identifying themselves as a non-resident.

A list of further examples is attached as Appendix D.

What would be needed to help us in our current situation

- A reasonable reduction in rent responding to COVID-19 severely impacting our capacity to earn and the cancellation of non-essential maintenance
- Halting and prevention of explicit or implicit retaliatory eviction (including non-rolling over of contracts and unaffordable rent increases) as a consequence of our requesting the aforementioned reduction, or assisting others to request this reduction

Insufficiency of current government support

1. Compassion

The [government asking landlords to show "compassion"](#) did not and has not worked to help us in our position.

We have expressly requested such compassion from our landlord.

While our letting agents have replied that they are 'sympathetic', that sympathy does not extend to providing limited and affordable relief proportionate to the situation created by the COVID-19 crisis, and which would allow continued tenancy by the majority of tenants.

Our case is an important example of why private landlords must be compelled by legislation and clear guidance to provide safety and shelter to tenants during this crisis -- and begin to reshape the relationship between renters and landlords beyond it.

There exists a severe power imbalance between tenants, who rely on private landlords for a place to live, and landlords whose primary interest is to receive regular rent payments at a market price regardless of their tenant's personal circumstances. If landlords could be relied upon to act with compassion, obviously no legislation would be necessary to manage relations between the two. But relying on compassion is not used to regulate other areas of law with power imbalances (e.g. adults and children, employers and employees), and for good reason.

In our case, our landlord has already retaliated to our request for the compassion which the government has suggested through surveillance and intimidation (as laid out in detail in Appendix D) and we have every reason to suppose further retaliatory action will follow.

2. Prevention of eviction

We would all like to remain in our homes. We are trying to avoid a situation where we are punished for the economic impact of COVID-19 by getting evicted -- whether now or in three months.

The evidence of our case suggests [delay of 3 months before a landlord can commence eviction proceedings](#) is completely ineffective in helping people stay in their homes as evictions will likely occur the moment this period expires. **We are at risk of a punitive no fault eviction simply by virtue of having asked our landlord for help.**

Tower Quay said 'Renewals will also be reviewed on a case by case basis as and when they arise at which time all factors both past and present will be taken into consideration' and when emailing individual tenants said 'We also note that you or a member of your household is listed

in an email dated 14th April 2020'. We interpret this as a tacit threat of an oncoming Section 21 eviction and an attempt to scare tenants away from asking for help.

Ending unfair evictions

On 15 April 2019 MHCLG, the Communities Secretary and Prime Minister announced that they would end Section 21 evictions, which they heralded as '[an end to unfair evictions](#)'. However, relevant legislation has yet to follow. It is particularly cruel that these evictions can continue in the midst of this crisis, the additional month's notice period notwithstanding. We urge the government to stick to its word and implement an end to Section 21 evictions immediately.

Not sending people into unsustainable debt

As you can see from the email exchange provided in Appendix B, *Tower Quay* told us that they, and the landlord, were showing compassion, but that compassion did not include giving any rent discount to any tenant in the building, as far as we are aware. In fact, when individual tenants approached them and presented their personal financial hardship, *Tower Quay* told them that the 'landlord is not offering any discounts' regardless of how severe the circumstances. In conjunction, some - but not all - tenants were offered a 20% rent deferment for March and April, to be paid back in June and July. This would push the tenants into unsustainable debt that the tenants could not be confident of repaying.

By common agreement, both Britain and the world face the greatest economic downturn since the Great Depression. In this environment, it would be wrong to sign debts that we were not confident we could pay. This is not the behaviour a civilised and mature society would ask of us. Many of us work as freelancers or do multiple jobs. This contemporary form of employment leaves workers particularly vulnerable to the ebbs and flows of the market. It further makes it comparatively difficult for us to access government support (which has been primarily aimed at people in full time roles).

The nature of flatshares in the UK today

As is common practice, the contracts we have signed with Tower Quay make each individual tenant 'jointly and severally liable' for the total rent of the household.

There are 170 flats on our site. Many tenants here did not know their flatmates before they moved in. In practical terms, their status is closer to that of neighbouring residents of studio flats than to a family occupying multiple rooms renting from a landlord. However, Tower Quay has told tenants whose flatmates have moved out or left during the crisis that they are legally entitled to chase the rent from any and all of the tenants within a flat.

We believe tenants should only be liable for their portion of the rent. In order to afford to live in London (necessary for working in London), we have had no choice but to sign contracts making our responsibility for rent joint and several. This liability presupposes some common intention between tenants of a flat, failing to reflect the atomised and precarious nature of tenants within contemporary flatshares. It appears to be a holdover from a time when tenants occupying a flat together could be presumed to be family members.

Many residents are losing their jobs and unable to pay their rents. Their flatmates are unable to cover their rents, in many cases barely even know the people concerned. Moreover and as an urgent concern for public health, **tenants should not be incentivised to conduct or even permit house viewings for new tenants under a period of lockdown.**

Tower Quay has sent out tenant swap forms to tenants whose flatmates have left during lockdown. This would appear to imply, given the nature of our joint and severable contracts, that residents whose flatmates have left owing to inability to pay rent should be responsible for finding a replacement, **endangering public health and their own lives in the process.** This has happened all over the UK as this [Vice article](#) makes clear.

In this circumstance, we urge the government to instruct landlords that, for the period of time from the onset of the COVID-19 crisis until the crisis meaningfully concludes, residents with parallel contracts for a single property should be responsible for their rent only. We separately suggest, over the longer term, that the government looks to reform the law to allow tenants to be liable only for their portions of the rent in future private rental contracts.

Retaliation for talking to neighbours

Tower Quay said the 20% deferment they have offered some tenants would cease to apply if 'The existence of the concession and the other terms contained within this letter are disclosed to any third party' and that it 'may be withdrawn by us at any time and without any reason being given'. It seems likely that this demand for non-disclosure was an attempt to prevent tenants talking about their circumstances to one another, a profoundly anti-social act in the midst of a crisis that, if anything, requires a rediscovery of the virtues of neighbourliness. We would like the government to condemn intimidation and harassment of tenants and make it clear they should be able to discuss their problems and work together to help each other during this pandemic.

Rent relief

Landlords have made an investment through their property. The value of that investment may fall, as well as rise, due to unforeseen events like the COVID-19 crisis. Tower Quay told us that 'it is not for the landlord to bear the 20% burden'. The government has correctly taken measures to relieve landlords of burden by suspending mortgage payments over this period. We would urge the committee to offer rent relief to tenants, as they are offering mortgage relief to

landlords, and ask us to work together to pay only what we can realistically afford so we can take this burden on together.

Concluding note

The breadth of our appeal - specifically, that emergency legislation address Section 21 - comes entirely from our horror and terror stemming from a) being put under surveillance, b) intimidated in private phone calls, and c) viciousness of agent response on behalf of Mr. Christodoulou.

It is this that has caused us to recognise how all people in the UK today don't feel safe in their homes, settled in their community or able to plan for the future. We need the government to act to help us achieve this basic aim.

Appendices

Appendix A: Our Requests

1. **No Evictions**
 - a. **Tenants should not lose their homes** - no evictions during 2020
2. **Fair Rent**
 - a. **20% reduction in rent payments through 2020**
 - b. **Individual tenants should not be forced to pay more than their equal share of the household rent.** - If flatmates move out during coronavirus the remaining tenants should not be held liable for their rent
 - c. **No one should be forced into debt in order to pay rent** - tenants who can't afford rent after the 20% discount will present their financial circumstances, in coordination with the residents association, to the landlord and reach an agreement on a sustainable rent payment of no more than 30% of their net income
3. **No Retaliation**
 - a. **Guaranteed contract renewals with no rent increase until the end of 2021**
 - b. **No late payment fees should be charged in 2020**

Appendix B: Email exchange with Tower Quay

To Tower Quay
30 March, 2020

Dear Tower Quay & Simpson House/Courthouse Lane Landlords,

We are facing a worldwide crisis. Many of us have had our incomes cut, lost jobs, had our hours reduced and lost freelance projects. The ongoing government measures mean that maintenance is not being carried out in our flats. We are trying to support each other, but need your help as well. We all need a roof over our heads at this time, and we appreciate that you need to continue paying staff and costs.

Because of this we'd like to propose two things:

1. A 20% reduction in rent payments while the pandemic is ongoing and maintenance is not being carried out.
2. That no one will be evicted for not paying rents during the pandemic. If a flat can't pay they'll inform you and we will agree a payment plan. We ask that you stand by these payment plans,

and do not deny a fair renewal of contract, even after the end of the pandemic, as the economic effects will be long-lasting.

We are looking to find a constructive way forward that ensures both that you can cover your costs and tenants are able to fulfill their payment obligations, and we believe our proposal represents the best way to accomplish this. Please answer both points substantively when replying.

I would ask you to read the attached Hackney Council guidance on protecting private renters by Cllr Sem Moema which asks you to "go beyond the government requirements".

We look forward to your answer and working with you productively on this crisis we all face together.

Yours faithfully,

The tenants of Simpson House, 2 Somerford Grove & Courthouse Lane

CC: Diane Abbott, MP; Shaklewell Councillor Michelle Gregory; Shaklewell Councillor Richard Lufkin; Mayor of Hackney, Philip Glanville; Councillor Sem Moema (Mayoral Advisor - Private Renting)

Reply from Tower Quay
30 March, 2020

Dear Tenants,

Thank you kindly for your email. We are currently in discussions with the landlord and shall revert as soon as we know more.

Kind Regards,

[Name Redacted] (MARLA)

Lettings Manager
Reply from Tower Quay
1 April, 2020

Dear Simpson House and St John's Court tenants

Thank you for making contact. We have discussed your email with the landlord.

These are unprecedented, challenging and uncertain times for both tenants and landlords alike. As you are no doubt aware, the Chancellor has already set out a range of measures to support employees and the self-employed through the period of disruption caused by COVID-19. These measures have been put in place to ensure that people are in a position to pay their bills. The Coronavirus Job Retention Scheme allows employers to claim 80% of a furloughed employees monthly wage costs. It is not for the landlord to bear the 20% burden through this process.

The landlord also has its own ongoing financial commitments, together with the landlord's own financial covenants with its bankers which need to be maintained. The landlord cannot simply walk away from these commitments.

We can assure you that the Landlord takes its responsibilities seriously and in order to assist those with exceptional needs it is not practical to apply a blanket approach for all tenants. The landlord recognises the need to work together. Those tenants that can pay in full should pay in full. Each case will therefore need to be reviewed on an individual basis.

General maintenance has been postponed to ensure the safety of the maintenance staff and tenants. The landlord will endeavour to carry out emergency work so that there is no reason not to have use of your flat.

The landlord is aware of the new regulations regarding evictions. We must emphasise that any concession regarding the rent, if granted, will be on a temporary basis and tenants will remain liable to pay the full amount including any concession, if granted, at a later date which will be agreed internally on a case by case basis.

Warmest Regards,

Tower Quay

To Tower Quay
1 April, 2020

Dear Tower Quay & Landlords,

Since we sent you the initial email on Monday we have joined with the other Tower Quay residents in Olympic House and now have 78 signatories.

This crisis concerns everyone and can't be dealt with individually. We need you to work with us as a group and as Hackney Council say go "beyond the government requirements" to keep everyone secure and safe during this pandemic.

Dianne Abbott's office, our local counsellors and the London Renters Union who we are CCing on all communication have expressed support and are following this case.

We will discuss your response with the group and get back to you by Friday.

Yours faithfully,

The tenants of Olympic House, Simpson House, Courthouse Lane, St John's Court

Reply from Tower Quay

7 April, 2020

Dear Tenants,

Thank you for your email which has been discussed with the various landlords for each of the separate buildings that you are trying to represent.

In each case the landlords have provided us with the following responses.

As commercial landlords they do not speak directly with tenants. All communication is to be directly with us as their appointed representative / Managing Agent.

It is not the landlords concern if you, as an unrecognised body/representative, are unsatisfied with its response. As professional landlords they operate within the law and as per the recent guidelines set out by the government. They have however asked us to address each of your questions again to ensure there is no misunderstanding. It should be noted that these responses are on the basis that your requests are not considered to be reasonable considering the extreme financial measures that have been taken by the government to support those in need during this period.

1. No reductions in rent are agreed. Should any individual tenant be experiencing any financial difficulty as a result of COVID 19 then they should contact us directly so that their case can be considered individually. For reasons previously explained, it is not appropriate to apply sweeping changes to all tenants many of whom have very different circumstances.

2. The landlords will follow all government guidelines with regards to evictions during this period. For clarity, we will not be agreeing any payment plans with you, and as per the above all payment plans will only be discussed with individual tenants. Renewals will also be reviewed on a case by case basis as and when they arise at which time all factors both past and present will be taken into consideration.

For the avoidance of doubt, and to ensure that we do not commit any data protection breach, we will not be discussing any individual cases with you.

Please be advised that we will not be communicating with you (bearing in mind we don't even know who you are) any further on this matter as it is imperative that we spend our time dealing with individual tenant needs.

Kind regards

Tower Quay

To Tower Quay
15 April, 2020

Dear Landlord,

We were dismayed to receive your latest communication to us. At a time when the COVID-19 death toll has hit 110,000; when we are losing our jobs and struggling to pay our bills; and when the government has requested that landlords show 'compassion', your response was deeply out of touch. We know the crisis affects Tower Quay and their staff as well, and that we need to work together.

To answer your claim 'we don't even know who you are': you do. We are the 103 signatories of the letter, representing the majority of your tenants in Somerford Grove, requesting a fair deal in this difficult time. All of our communications with you are composed collectively and agreed upon by consensus.

We are continuing to grow and organise through digital communication. You will have received messages supporting our letter from our local MP Diane Abbott and Hackney Mayor Phillip Glanville. In addition, we recently became members of the London Renters Union who will be supporting and backing us in this matter.

We are aware that, following our letter, you offered a 20% discount to certain tenants on the condition that they kept the agreement private. We are working together to support each other, and we will not be divided by demands for non-disclosure.

As you know, the 'extreme financial measures to support those in need' do not include support for renters; the furlough scheme only covers 80% of income; and freelancers are particularly vulnerable. We've surveyed the tenants and almost every flat has confirmed that they have lost income as a result of the crisis. At this time we need to prioritise our economic survival over your profit margins.

Our collective of tenants - alongside the 2800 members of the London Renters Union - are considering all forms of action available to us to settle this matter.

We hope you will reconsider your approach and agree to work constructively with us. We have made our request clear to you, and would be glad to enter into substantive dialogue over its implementation. Otherwise, we will take further action.

Best wishes, The tenants of Simpson House, Olympic House, St. John's Court

Reply from Tower Quay

14 April, 2020

To whom it may concern,

To ensure that there is no confusion, can we please highlight that you are writing to Tower Quay, a Letting / Managing Agent, and not a Landlord. As per our previous email, however, we act for a number of Landlords, all of which we have been appointed to represent.

Although we have previously indicated that we will not discuss this matter further, we are prepared to write to you as a group one final time to ensure that there is no misunderstanding and to ensure that you are aware of all of the facts regarding the letting industry at this difficult time.

Both we and the Landlords that we represent are aware that the government have requested that Landlords show 'compassion' when dealing with Tenants, and where Tenants have contacted us directly we can assure you that this has been done. We can also confirm, however, that under no circumstances have any Tenants been offered discounted rents, with any concessions only being offered to meet the specific needs of a particular individual.

For the avoidance of doubt, however, and on the basis that you accept the Landlords position on evictions and renewals as you have not raised this again in your latest email, we wish to clarify the position on rental discounts that you continue to raise:

The Government has not indicated or implied that 'compassion' equates to rental discounts, and even if this were implied it would not be appropriate to apply this as a blanket discount across a whole building where Tenants have differing needs. Although we accept that a number of Tenants have been effected by COVID 19, there are also Tenants that have not been effected financially at all, and in some cases there are even Tenants that have benefitted from it as their workload has increased. On this basis it is clearly unreasonable to expect a Landlord to apply discounts across entire buildings, especially as Landlords continue to have financial commitments during this period that they have to meet. Despite what you may believe, Landlords are still liable for interest on loans during COVID 19, loans on buildings that you live in.

You appear to have determined that a 20% discount should be applied across the board although no justification has been given other than because maintenance isn't being provided.

This is of course incorrect as although minor repairs are not being carried out to avoid the risks associated with social distancing, all emergency maintenance works are still being undertaken. We can therefore only assume that you have determined the 20% discount requested as being the shortfall between the 80% furlough benefit being offered, and a normal salary (capped at £30k pa pro rata) and then simply assumed that your Landlord should cover the difference. Unfortunately, however, and despite this being completely unreasonable / unrealistic, your assumptions / calculations are also inaccurate. Assuming a salary of £36k pa (the average London salary), and applying a standard tax code, an individual can normally expect to take home circa £2,343pm compared to £1,935pm whilst being furloughed, a reduction of roughly £408, or 17%. This is of course before other deductions including, but not limited to reduced work travel, reduced work clothing, reduced lunches, cancelled holidays and reduced entertainment are taken into account, all of which will minimize the impact on the reduction in income. Subsequently when all of this is taken into account, in most cases we believe the impact on disposable income will be minimal, and there is therefore no justification for any reduction in rent, especially considering that whilst Tenants are isolating the wear and tear in properties is increasing which will be at the cost of the Landlord. The same will also apply to the self-employed through the latest measures announced by the Government, and although we appreciate the timing of payments may be delayed, these individuals will obviously benefit from having the cash reserves to meet their tax liabilities for the 19/20 tax year that ended only last week which will be taken into account .

Subsequently we can only suggest that Tenants pay their rent when due, and if any Tenants are really struggling to meet their financial obligations that they contact our credit control team directly who will be happy to discuss the individuals personal circumstances and options available to them. If the rent is not paid as per the Tenancy Agreement, all the Landlords legal rights and remedies must be considered as strictly reserved.

Please feel free to discuss this with the your local MP, Mayor, and London Renters Union, as both we and our Landlords have been acting fairly and compassionately, and simply because we don't agree with your unrealistic / unreasonable demands doesn't make us villains. We are simply acting professionally, taking all factors into account, and are continuing to deal with a difficult situation at this difficult time.

Kind regards

Tower Quay

**Reply from Tower Quay again (we sent nothing in between responses)
23 April, 2020**

To whom it may concern,

We appreciate that we had previously indicated that we wouldn't communicate further on this matter, however, we have since become aware of the following important information:

1) We have been provided with a copy of your various WhatsApp groups that have been used to discuss your demands. From this it is evident that not all tenants require assistance and some were simply requesting a discount / supporting the demands for their personal financial gain. This is clearly inappropriate in the current circumstances when some individuals are genuinely suffering, and certainly does not provide any justification for property wide discounts. In reality this is exploitation by some tenants who are using what is a very difficult time for their own personal benefit.

2) The majority of tenants have paid their rent and have no arrears, with a number of those tenants subsequently being identified on the WhatsApp groups indicating that they would simply ask for a retrospective discount to be applied in the following month, as they had forgotten to make any reduction in the current months payment. This is not an indication of tenants requiring support, but again does indicate that tenants are trying to use the current unfortunate circumstances as an opportunity for personal gain.

3) A number of tenants within the WhatsApp groups have indicated that they work within sectors that have been unaffected, and there has been no impact on their income. Once again, this is clearly not justification for a landlord to apply blanket discounts across its property.

4) We have become aware that not all of the those listed below are named in the legal tenancies as tenants for the buildings referred to. For this reason we are unsure why these individuals have been listed in your email.

For the reasons set out above our position regarding your rental discount demands remain unchanged.

As per our previous email, however, should any individual tenants genuinely be experiencing personal financial difficulty then we urge them to make contact with us to discuss their individual needs.

Please be advised that based on the information that has been provided to us as detailed above this has now had a major impact on our business and particularly our staff who have had to endure threatening and abusive phone calls through no fault of their own. This is clearly unacceptable and has left us with no option but to report these calls to the police.

Kind regards

Tower Quay

Appendix C: Media coverage

- The Guardian - [Tenants told to use lunch and holiday savings to pay full rent](#) - 21 April 2020 - Aamna Mohdin
- The Daily Mail - [Tenants ask for 20% rent cut on east London flats but landlord refuses because they are saving cash on holidays, lunches, travel and clothes](#) - 22 April 2020 - Sebastian Murphy-Bates and Amie Gordon
- The Independent - [Tenants who asked London property company for rent reduction 'told to use holiday and lunch money'](#) - 22 April 2020 - Ben Chapman
- Metro - [Estate agent tells tenants to use holiday money and savings to pay rent](#) - 22 April 2020 - Faye Brown
- The Negotiator - [Lettings agency criticised over 'insensitive' remarks to tenants about rent reductions](#) - 23 April 2020 - Nigel Lewis
- Hackney Gazette - [Private tenants in Stoke Newington threaten rent strike as fears of mass evictions grow](#) - 24 April 2020 - Sam Gelder
- Vice - [Worst Opinion Of the Week: Use Your 'Lunch Savings' to Pay Rent](#) - 24 April 2020 - NEO
- Vice - [Stories of Nightmare Landlords During Coronavirus](#) - 28 April 2020 - Ruby Lott-Lavigna
- Hackney Gazette - [Private tenants in Stoke Newington threatened with legal action over rent strike plans](#) - 30 April 2020 - Sam Gelder

Appendix D: Examples of harassment and intimidation experienced by residents

- The number of security guards at Simpson House and Olympic House has been increased since Friday 24 April. Security staff have been patrolling the building and balcony. There has been no increase in reports of criminal activity in the building to explain this expanded security presence. Evidence outlined below causes us to conclude that this is an attempt to intimidate and monitor the activities of tenants.
- There have been several instances where Tower Quay security guards have been using mobile phones to surveil tenants. Among others:
 - On 25 April 2020, at approximately 5.45pm, one tenant was covertly filmed as he walked down the corridors of Olympic House. When challenged, the guard ran away.
 - On 27 April 2020, at approximately 5.30pm, a tenant was filmed by a security guard on the communal balcony. When challenged, the guard confirmed that he had been asked to report to Tower Quay on the activities of residents.
 - On 27 April 2020, at approximately 6.30pm, a tenant was photographed as he waited at the entrance of Simpson House.

- On 27 April 2020, there was a maintenance person monitoring and updating the CCTV system in Simpson House. When asked, he acknowledged that he was instructed to do this, though he did not specify by whom. Residents had previously (in 2018 and 2019) requested CCTV footage in order to help investigate break ins and theft of post and bicycles. During this time, Tower Quay refused to provide CCTV footage. This would suggest that the purpose of the CCTV footage is to surveil residents rather than offer assistance in matters of security.
- On 21 April 2020, *The Guardian* website published an article discussing our case which named Tower Quay. On that evening, at approximately 6.45pm, a resident answered a telephone call from a private number. In this call which she was addressed by name, informed that she was speaking to the landlord's solicitor, and told that she would be 'held liable for damage to the flat or the landlord's reputation'. The caller then hung up without identifying himself. Three other residents received calls from a private number between 6pm and 7pm that evening which they did not answer. These calls – and we note all were made to women tenants – were distressing and intimidating.
- At least one member of Tower Quay staff has joined the tenants WhatsApp group without identifying themselves as a non-tenant. We have a record of this individual's name and telephone number. Tower Quay have confirmed in correspondence to *The Guardian*, and with us, that they have received screenshots of private conversations held on this group. These screenshots have also been used to identify and correspond with members of this WhatsApp group. We believe that this amounts to obtaining and misusing private information and protected personal data.
- On 24 April 2020, an individual claiming to be an anonymous tenant set up a WhatsApp group called 'Tower Quay Residents 2' and added numerous tenants to this group. In this group, they claimed that they had 'received a strange call from a withheld number' claiming that 'Marc isn't a legal tenant ... and that Jordan and Esteban have paid all their rent in full'. As this information would be available only to Tower Quay, we conclude that either this individual was a member of Tower Quay staff, or that they were passed private and protected data from Tower Quay regarding their tenants.
 - We are aware, as [reported by Leasehold Knowledge Partnership](#), that residents at Canary Riverside, where John Christodoulou is a freeholder, were previously 'sent anonymous letters discrediting [their] residents' association'.
- On 27 April 2020, several tenants received a solicitor's letter threatening legal action if they continued organising as part of the tenants group. An example of one of these letters follows:

Dear Sirs
Tower Quay Limited

We are instructed by Tower Quay Limited ("our client").

Our client has instructed us that you have been engaged in activities encouraging tenants not to pay their rent (even where the tenants can afford to do so). Our client is sympathetic to the financial hardship being caused to some by the covid-19 pandemic. Although the government

have taken temporary action to assist tenants affected by the pandemic tenants are still contractually obliged to pay rent to the landlord. That rent should be paid in full and on time. If individual tenants have situations where they are genuinely adversely financially affected by the pandemic which has resulted in them not being able to pay the rent in full and on time, then they can, on an on individual basis, discuss the situation with our client as has already been outlined to you by our client. Our client takes a dim view of your actions because they consider that your actions seek to procure tenants to breach their contract with the landlord. Our client has instructed us that if you do not immediately cease your actions then we will be instructed to pursue you through the courts not only for your outstanding rent but for damages arising from those that you have procured to breach their contract. You will also be liable for legal costs and interest as well as the damages .

Yours faithfully
Spector Constant & Williams