

English UK Ombudsman Report 2024

There were three cases in 2024. Two were about homestay accommodation and one concerned the quality of the course.

Case 1

A student enrolled for a two-week course for adults at a member centre. The student was placed in a class with two other students of a similar language level. In the second week there were only two students in the class. These two had made it very clear in their pre-course needs analysis, that they wanted to improve their oral communicative abilities.

At the end of the first week there was an incident when the complainant, (Student A) asked another student, (Student B), a question in their own language, (one which they shared). In later correspondence, the two students complained, independently, to the separate agents who had recruited them to centre, that the teacher's reprimand to the complainant for using their mother tongue, was very harsh.

At the end of the first week, Student B wrote a letter to their agent complaining about the quality of the course, the teacher's reprimand and that the teacher was paying little heed to their actual learning needs as expressed in their needs analysis and requests in class.

At the beginning of the second week, the two students had a meeting with the centre director and requested a change of teacher. Quite reasonably, the director said that this was not immediately possible but that a change might be made later in the week. Meanwhile the students were offered the option of moving to a class at a lower level. The students declined this offer and resumed in their previous class, with the same teacher.

At the end of the course the complainant, Student A, submitted an extremely negative course appraisal. Student B's report was almost equally negative. Subsequently, Student A complained about their course to English UK. The complaint was supported by Student B, though Student B did not make a formal complaint.

The Ombudsman's decision:

The complainant, Student A, should be awarded a refund of 25% of the course fee.

Case 2 and 3

These two complaints from Student A and Student B relate to the same member centre. They were dealt with together as the nature of the complaints was similar and for part of their courses, they shared accommodation. Both students were adults.

Student A was attending a five week course. During that period, they stayed in four different homestays. In their complaint they made the following statement about homestay #1:

“I arrived [in the UK] on Sunday, on the 18th of August. I went to my accommodation which the school had arranged. It was terrible smelling inside. The room was small, there was a bunk bed, a shoe rack, a fitted wardrobe with 3 hangers and a chair. The bed looked like someone had slept there. The room wasn't clean. There were shoes and a sock inside the shoe rack. The door of the room would only close by tucking a towel [in the door frame]. The toilet and bathroom were quite small. There wasn't a table to study. The kitchen was filthy.”

The complainant supplied photos to illustrate the complaint.

Student A's second homestay host was a man. Student A insisted on leaving after one day. As a result, they were placed with the same homestay host as Student B. Student B stayed in three different homestays during the period of their eight-week course.

When the two complainants first shared accommodation, (from 20 August 2024), they reported that they had difficulties with the host's alleged increasingly unfriendly nature and unusual behaviour towards them. They claim that the deteriorating situation made them feel not only uncomfortable, but also in danger. This stay was terminated when the complainants in desperation, (they claim), packed, left the house and rented a hotel room for the night.

The member centre was very thorough in investigating the reasons for the students' dissatisfaction, making this defence of the quality of the homestay accommodation. They stated:

“Pre-departure information should prepare students for the reality of UK housing in terms of facilities and space. However of course sometimes students' expectations or requirements maybe different, in which case staff will do their best to arrange alternative accommodation as quickly as possible and, if possible, meeting student expectations.”

The ombudsman decided that the accommodation offered did not appear to meet the British Council requirements which state that bedrooms and common areas 'must be in a proper state of cleanliness and repair' and include a 'table for private study' as well as 'treating the student as a full member of the household, eating together and sharing the common living areas'.

The Ombudsman pointed out to the member centre that the Accreditation UK Guideline W7, states 'Only adult-size bunk beds can be used for students aged 14+

and bookings for adult students must indicate if the accommodation uses bunk beds’.

The Ombudsman’s decision:

Student B should be repaid the cost of twelve nights’ accommodation, (8 – 19 August 2024, inclusive), that is £171 plus £100 compensation. Total £271.

Student A should be repaid the cost of two nights’ accommodation, (8 & 9 August 2024), that is £28 plus £100 compensation. Total £128.