

Ombudsman Services property case summaries

Guide to case summaries

The table included in this document includes a selection of recent complaints. These are complaints, from consumers (household and small businesses) about property companies.

We do not name the complainant or the company involved. We publish these anonymous summaries so that we can share more practical information on how we resolved real cases and help to manage expectations around the level of financial awards we make. We publish more data in our annual reports.

These summaries explain the type of complaint and the nature of the problem. We summarise what we found out and what, if anything, we required the company to do, to put things right.

We use the following headings:

Complaint type

This is the type of complaint we looked at. The main types of property complaints we receive are those concerning surveys and landlord disputes.

Detail

This includes any relevant background to the complaint and the complainant's view of their problem. Before we accept any complaint we must give the company a reasonable opportunity to resolve it. They have up to eight weeks to do this.

Review

When we look into the complaint, to find out what went wrong, we will take into account:

- both sides of the story;
- regulatory rules, guidance and standards, codes of practice, relevant law and regulations; and
- what is accepted as good industry practice.

Where we find that something has gone wrong, we aim to find quick, informal and realistic resolutions to the complaint which both parties agree on.

Resolution

It is not our role to punish property companies when deciding what resolution to provide. Our awards are proportionate and take into account the facts in the complaint. An award might include any of the following:

- a service or a practical action;
- an apology;
- an explanation of what has happened;
- a financial award (this will be an amount that we consider appropriate to the individual complaint)*.

*We can award up to £25,000 but the average award is much less, about £100. These are financial awards required by the ombudsman in addition to any financial goodwill that the company may have already offered during its earlier attempts to resolve the complaint.

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| Complaint type | Detail | Review | Resolution |
|-------------------------|--|--|---|
| Repairs and maintenance | The customer is a freeholder and the firm was instructed to maintain the community land at the development. The issues they stated were in regards to a pothole, weeds and an overhanging tree, for which they state the firm did not take reasonable action to address. | The firm considered that all reasonable action was taken and advised that all issues had been resolved. The pothole was not on the community land and was up to the local authority to address. With regards to the weeds, the firm had requested contractor attend to resolve these within a reasonable time. There were delays with resolving the overhanging tree and these were due to the firm needing to obtain planning permission and quotations to get work carried out. It was not therefore considered that the firm could be held reasonable for this. | No action was required. |
| Customer service | The customer complained that the company failed to correctly calculate the premium for a lease renewal. | The company changed the calculations after it was discovered that an error had been made. There was a shortfall in customer service as this had delayed negotiations and may have brought the parties together sooner. | We required the company to: <ul style="list-style-type: none"> • refund the fees paid for the service in acknowledgement of the shortfall. • provide a financial award. |
| Building defect | The customer states that the company failed to appropriately report the condition of the property. They have discovered significant rot throughout the timbers within the property and the need to replace the roof. The customer states the roof began leaking shortly after moving in. | In relation to the flat roof at the property, the extension roof is old and worn and will require renewal in the near future. The customer was made aware of this. | No action was required. |

| Complaint type | Detail | Review | Resolution |
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| Cellar | The customer moved into the property and discovered it had a cellar, which was not reported in the Building Survey. The compliant requested that the company survey the property / cellar free of charge. | For which the company acknowledged that there was a cellar at the property and that the access was via a hatch located in the floorboards on the cupboard under the stairs. It was evident that there was no information contained in the sales details that suggest that the property had a cellar. It would appear that the estate agent was unaware / not informed. It was deemed reasonable that the surveyor was unable to see the hatch located in the floor due to the vendor's stored items in this area. Therefore, we could not conclude that a shortfall in reporting the existence of the cellar occurred. | No action was required. |
| Building and roof survey | The customer stated that the roof required replacing and provided a quote for remedial works. | The company maintained there was no evidence that a defect existed or that any works were required. We found in favour of the customer. | We required the company to: <ul style="list-style-type: none"> • send letter of apology; and • cover the cost of repairs; and • provide a financial award. |
| Building survey | The customer says the company failed to identify areas of damp including rising, penetrating and condensation. | The stack and bathroom wall wouldn't have been visible at the time of inspection., for which the customer could have achieved a small reduction to the purchase price. The company had included many inaccuracies in the building survey. | We required the company to: <ul style="list-style-type: none"> • cover the cost the customer made; and • provide a financial award. |

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|---------------------------------|--|--|---|
| Letting Customer service | The customer agreed to rent a property through the firm, for which the company did not obtain a Gas Safety Certificate and the tenancy could not begin on the agreed date for which the customer incurred costs as a result for accommodation and later withdrew from the tenancy. | The company failed to obtain the GCS and was tardy in its actions. They offered to cover costs between the date of the scheduled start of tenancy and the customer withdrawing. | We require the company to: <ul style="list-style-type: none"> • apologise to the customer; and • cover costs before withdrawal; and • provide a financial award. |
| Property management | The customer's complaint relates to the firm's handling of roof works, damages to their property caused by scaffolding contractors and the inconvenience the works caused. | The company arranged works in accordance with the client's approval, for which the company could have communicated better during the works and did not follow due process. | We require the company to: <ul style="list-style-type: none"> • provide a financial award. |
| Customer service | The customer wishes to sell a property by way of auction, for which they agreed a reserve price. The customer then declined to put the property in the auction as they wanted to reduce the price. They requested refund one third off of the auction fee. | When the complaint asked for the refund, the company offered to market the property for one month as an alternative, to which they agreed. If the property sold, the third of the auction fee would be refunded. When the property didn't sell, the customer requested a refund. As the customer opted out of the auction, there was no justification for a refund of the fees. There was a shortfall in customer service due to the company not responding to the letter of complaint. | We require the company to: <ul style="list-style-type: none"> • make a financial award; and • issue a letter of apology. |

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| Customer service | Following the pre-purchase inspection, the customer purchased the property. After they moved in, they discovered problems with the manhole in the driveway, a window, doors, the kitchen and water tank. The customer states these issues should have been reported or highlighted in the pre-purchase inspection report. | It is disappointing that the customer did not receive the conditions of engagement in writing before receiving the pre-purchase inspection report. | We require the company to; <ul style="list-style-type: none"> • cover the cost of repairs; and • provide a financial award. |

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| Complaint type | Detail | Review | Resolution |
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| Customer service Incorrect meter details | <p>The customer states that the company incorrectly charged ground rent and service charge payments during the period it was managing agent.</p> <p>The customer also complained that the firm did not respond to correspondence.</p> | <p>The company provided evidence that it had charged the ground rent and service charge as per the information it had received from the customer. As such, the Ombudsman considered that the firm was not responsible for the incorrect charges.</p> <p>We noted that the company had failed to respond to the customer on occasion and considered this to be a shortfall in customer service.</p> | <p>We required the company to:</p> <ul style="list-style-type: none">• send a letter of apology for the shortfall in customer service.• provide a below average award. |

| Complaint type | Detail | Review | Resolution |
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| Homebuyer report | The customer complained that the company failed to identify the oil tank in the back garden was too close to the property. This was illustrated in photographs. The customer wanted the company to pay the cost of re-siting the tank. | We concluded that the company ought to have been aware of regulations concerning oil tanks. There had not even been a recommendation that it be tested or reference to the oil tank in the single survey. We considered this a shortfall in reporting. | We required the company to: <ul style="list-style-type: none"> • send a letter of apology for the shortfall in customer service. • provide an above average award. |
| Condition report | Approximately 12 months after the inspection the customer noticed damp patches to most of the property's walls. This was caused because the outside ground level was too high and had partially blocked the air vents. | Our review showed that on the inspection date there were no signs internally that there was a problem with rising damp at the property. However, it was evident that the high ground level had partially obscured the air vents to the sub floor area. We considered this to be a shortfall in reporting. | We required the company to: <ul style="list-style-type: none"> • send a letter of apology for the shortfall in customer service. • provide an above average award. |
| Homebuyer report | The customer complained that the company failed to report the removal of a load bearing wall when carrying out a mortgage valuation. The photographs showed bowing to the ceiling, a gap between floor and skirting at first floor level and evidence of repair to the ceiling where the wall had once been. The customer wanted the | We concluded that the company ought to have noticed the removal of the load bearing wall. Another company had previously carried out an inspection of the property and accepted that it had failed to report this when it ought to have done so. We concluded that the company should make an award. | We required the company to: <ul style="list-style-type: none"> • send a letter of apology for the shortfall in customer service. • provide an above average award. |

| Complaint type | Detail | Review | Resolution |
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| Billing issues | <p>The customer says they did not receive invoices by email and only became aware that their account was in arrears when they received debt collection correspondence. The customer wanted the company to remove the late payment charges, debt referral fee and debt collection</p> | <p>The evidence shows the company issued its demands for payment via a valid method, provided the customer with access to an online account which they did not use, and corresponded via email. We concluded it would not be fair to hold the company accountable for the customer's late payment and therefore charges incurred.</p> | <p>The company was not required to take any action.</p> |
| Building defect | <p>The customer complained that the company had failed to report a problem with the kitchen floor being uneven and without a damp proof membrane which they noticed at a later date when they moved in to the property.</p> | <p>We concluded that there was no evidence of a defect to the floor and no evidence of a structural defect. The building survey noted damp in some walls and recommended a damp report for whole of property; the customer did not do this. If the customer had followed advice of report any damp problems would have become known.</p> | <p>The company was not required to take any action.</p> |

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| <p>Homebuyer report</p> | <p>The customer instructed the company to complete a HomeBuyer's report. The report highlighted defects with the roof tiles, which if not actioned, may lead to water ingress. Seventeen months later, the customer obtained quotes for the works after experiencing water ingress. The customer felt that the defect was worse than identified by the firm.</p> | <p>We considered that the firm had noted the defect and advised that this may lead to water ingress is not addressed. It is clear that the customer did not take any action until 17 months later, which meant that two winter periods had passed. It was considered that the defects had deteriorated during that time and, as such, the company could not be held responsible for the repairs.</p> | <p>The company was not required to take any action.</p> |
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|-----------------|--|---|---|
| Building defect | The customer purchased a property and after moving in discovered a rotten lower purlin in the loft conversation and also discovered that the upper purlin had been cut with no evidence of support. | We concluded that it was debateable if the surveyor would have seen the rot to the lower purlin. However, it was visibly evident that the upper purlin had been cut. We concluded that the surveyor should have seen that the upper purlin had been cut and recommended that the customer arrange an inspection by a structural engineer pre-purchase. | We required the company to: <ul style="list-style-type: none"> • provide an above average award. |
| Building defect | The customer complained that the company had failed to report an ongoing leak from the bathroom. The customer says that the company reported staining on the kitchen ceiling but stated the leak was historic. The customer wanted the company to cover remedial costs for a full bathroom replacement and new flooring. | We concluded that the PC had reported the staining and taken moisture meter readings from the ceiling. These readings showed that the ceiling was dry. The company had assumed that this was historic on the basis that the property was lived in and the bath and shower would be used. We concluded that the company had reported the staining and that the reasoning behind this being classed as historic was reasonable. | The company was not required to take any action. |

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| <p>Homebuyer report</p> | <p>The customer complained that the surveyor had failed to report that the kitchen ceiling sloped. The customer was quoted relatively high costs to have this levelled. The company stated that the slope was within reasonable tolerance levels and was not reportable.</p> | <p>We concluded that the slope was clearly visible but there was no evidence that it affected the structural integrity of the property. This was on the basis that there was no evidence of cracks or stress to the building. We concluded that the company should have reported the slope in the building survey and considered this failure to be reporting shortfall as opposed to a failure to report a defect.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an average award for shortfall in customer service. • send a letter of apology. |
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| Complaint type | Detail | Review | Resolution |
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| Customer service Incorrect meter details | The customer moved into a property and provided meter information and initial readings. The customer began receiving incorrect bills with wrong meter readings showing. | The company explained the issues the customer had raised were issues for the developer. The company had no control over when the developer would complete these works. The company advised that a fire risk assessment had been instructed. | We required the company to: <ul style="list-style-type: none"><li data-bbox="1339 505 1793 565">• Confirm when it expects the fire risk assessment to be completed. |

| Complaint type | Detail | Review | Resolution |
|----------------------------------|--|---|--|
| Customer service | <p>The customer wished to purchase a property by way of auction. The customer indicated a maximum bid and authorised the company to bid up to that maximum on their behalf.</p> <p>On the day of the auction the company failed to enter a bid on the customer's behalf. The customer's maximum bid was higher than the winning bid.</p> | <p>The company accepted that it had failed to bid on the customer's behalf. However, the customer could not demonstrate any loss other than loss of opportunity to bid in the auction as a consequence of the shortfall.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an average award. |
| Security Customer service | <p>The customer complained that the company had given the access code to the safe to another resident who had then obtained the master key and entered the customer's property on two occasions.</p> | <p>We concluded that the company had provided another resident with the code. We concluded that this went against regulation and should not have happened. We also noted that the company took corrective action but did not inform the customer of this. We concluded that the company should have notified residents of the change to alleviate ongoing concerns.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an average award. • send a letter to all residents explaining the change. • send a letter of apology. |
| Disputed charges | <p>The customer's property was flooded due to a leak with the communal soil stack. The customer's property was repaired but a surveyors report was commissioned to assess whether there was structural damage to the floor.</p> <p>The firm charged the customer</p> | <p>The firm advised that there was no evidence it had confirmed to the customer that they would be responsible for the surveyor's fee. It therefore refunded the fee. However we concluded that there delays in customer service with the firm addressing the customer's complaint.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an average award for shortfall in customer service. • send a letter of apology. |

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|------------------------|--|---|--|
| Water ingress | The customer flat was damaged due to water ingress, caused from a mains water leak. The customer requested that the firm cover the cost of the repairs and the damaged personal items. | The company advised that the repairs to the flat would be completed under the buildings insurance policy but that the customer refused to arrange a time for repair; we considered this to be reasonable. | <p>We required the company to:</p> <ul style="list-style-type: none"> • complete the remedial works under the buildings insurance, subject to the customer confirming a suitable date and time. |
| Service Charge | The customer sold the property and requested a partial refund of the month's service charge payment. The customer felt that the company did not adequately deal with the complaint. | <p>We concluded that as the customer was the legal owner at the time the monthly service charge fell due, the customer should be responsible for this payment. The company cannot be held responsible for the customer's failure to do this.</p> <p>We noted that the company had failed to respond to the customer's letters of complaint, which was considered to be a shortfall in customer service.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an average award for shortfall in customer service. • send a letter of apology. |
| Repair and Maintenance | <p>The developer experienced a water leak due to a faulty pump. The repair was charged to the service charge.</p> <p>The customer believed that the repair should have been completed free of charge under the warranty.</p> | The company explained that it had referred the issue to the developer to determine whether it would contribute to the repair costs and water charges. If the developer refused to contribute to the costs, then the customer would need to obtain legal advice, as the managing agent has no control over the developer. | <p>We required the company to:</p> <ul style="list-style-type: none"> • advise as to whether the developer will contribute to the repair and water costs, once a response is received. |

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|--------------------------|--|---|--|
| Customer service | <p>The customer reserved a property, with an eight month completion date. The customer was unable to complete in time and the property was remarketed. The customer sold their property and enquired as to whether the seller would accept a reduced price, however the seller advised that they no longer intended to sell. The customer felt that the firm should have advised of this sooner.</p> | <p>We concluded that the company was only aware that the seller did not intend to sell the property, when it enquired whether the company would accept a lesser sale price. The company could not therefore have advised of this any sooner and there was not therefore a shortfall in customer service.</p> | <p>The company was not required to take any action.</p> |
| Billing/Customer Service | <p>The customer enlisted the help of the company with a court case. The customer maintained that the company increased the charging rate without agreement and overcharged having carried out work after the customer had terminated the retainer with the company.</p> | <p>We concluded that it was not clear what the charging rate was when the customer signed the contract. This was a shortfall by the company in failing to issue a client care letter. We concluded that the company had continued to work on the case after the customer had specifically asked the company not to.</p> | <p>We required the company to:</p> <ul style="list-style-type: none"> • provide an above average award. |
| Construction delay | <p>The customer had an offer accepted on a property under construction. There was a delay in completion due to a planning issue, which the customer felt the firm should have been aware of.</p> | <p>The company provided evidence that the construction company had not attained all necessary assessments, which caused a delay in construction. The company was unaware of this issue and only came to know once solicitors became involved.</p> | <p>The company was not required to take any action.</p> |

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| Complaint type | Detail | Review | Resolution |
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| Marketing | The agent used a photograph of a property for marketing purposes, without the owner's consent. The agent believed that they were within their rights to do this as the photo wasn't paid for by the owner. | We concluded that although the photograph used in the marketing material was not paid for by the owner, photographs used for marketing purposes should only be used with the consent of the property owner. | The agency was required to: <ul style="list-style-type: none"> • issue an apology for the failure to contact the property owner to obtain permission for the use of the photograph in marketing material. |
| Homebuyer report | The property owner complained that the surveyor failed to identify inadequate support for the first floor, following the removal of a load bearing partition wall. | We concluded that the surveyor had no way of knowing the support was insufficient as it was partially concealed and the evidence of cracking was not significant. | The surveyor was not required to take any action. |
| Misinformation relating to a sale | The customer complained that the agency provided incorrect information regarding the status of the vendor from whom the customer was buying the property. The customer complained that the agency advised it would be a quick sale as there was no chain and the vendor had found a property. The vendor's purchase fell through, and the complainant incurred costs. | We concluded that there was no evidence to show the complainant had been informed that the sale was chain free. The vendor attempted to purchase a property but the sale fell through and the vendor decided to remain until a suitable property had been found. We were satisfied that the agency had kept the customer up to date with the situation, and no party involved could be blamed. | The agency was not required to take any action. |

| Complaint type | Detail | Review | Resolution |
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| Installation of electrics at a rental property | The tenant wanted to know who had installed the electrics at the property, and stated the agency had failed to provide this information. The agency maintained neither they nor the landlord were aware of who had installed the electrics. | We concluded that the agency would only know who had installed the electrics if they were told by the landlord, and the landlord would only know if they had commissioned such work. Therefore, we concluded that the agency did not withhold any information. We found that the agency offered to arrange an inspection by the National Inspection Council for Electrical Installation Contracting and offered to assist with the utility provided. We deemed this reasonable. | The agency was not required to take any further action. |
| Disputed charges on a rental property | The complainant believed the agency had failed to manage the property in line with the agreement as the tenant had left the property uninhabitable and flea ridden. The agency recognised its management of the rental property had fallen short and it offered to waive future management fees for a period of time. | We found that the agency was aware the tenant was keeping pets but failed to take action. They also failed to undertake a property inspection in the later months of the tenancy, when damage occurred. We concluded that, due to the shortfall in services, the recompense should be a refund of fees already paid as opposed to what may be incurred in the future. | The agency was required to: <ul style="list-style-type: none"> • refund a portion of the management fees. |
| Mortgage valuation | The complainant noticed areas of water ingress due to poor rendering and roofing, after moving into the property. The complainant believed the surveyor should have identified this within the mortgage valuation. | We noted that the surveyor had reported the poor condition of the rendering within the mortgage valuation. | The surveyor was not required to take any further action. |

| Complaint type | Detail | Review | Resolution |
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| Homebuyer report | The customer complained that the surveyor had not correctly reported the condition of the gable end wall brickwork and damage to the gate post brickwork. | We concluded that the surveyor had not correctly reported the condition of the brickwork on the boundary walls and gable wall. Therefore, we concluded that the surveyor should pay to cover the full cost of the work needed on the brickwork. | The surveyor was required to: <ul style="list-style-type: none"> provide an above average award to cover the brickwork costs. |
| Noise from surrounding flats at rental property | The tenant complained of noise disturbance from flats above and below their flat. The agency stated that they had given the customer advice on reporting noisy neighbours to the council and also written to the landlords of the properties. | We were satisfied that the agency had contacted the landlords on several occasions and had correctly advised the tenant to report the matter to the council. However, we did feel it was appropriate for the agency to write to the landlord of the property causing the most noise one more time and feed discussion back to the tenant. | The agency was required to: <ul style="list-style-type: none"> write to the landlord of the flat causing the most disturbance and feed discussions back to the tenant. |
| Homebuyer report | The complainant believed their surveyor should have advised them of rising damp in the walls and a leak in the subfloor which created damp. The surveyor says they did identify some dampness and would not have tested underfloor coverings, however they acknowledge that they did not test damp in the walls in the middle of the property and offered to cover 60% of the cost. | We concluded that the surveyor did comment on some dampness and suggested that the customer may wish to investigate further, but no investigation was carried out. We think the offer by the surveyor to cover approximately 60% of the cost is reasonable. | The surveyor was required to: <ul style="list-style-type: none"> maintain their offer to cover 60% of the cost. |

| Complaint type | Detail | Review | Resolution |
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| Homebuyer report | The customer complained that the surveyor had failed to report that the garage could not be accessed at the property, and wanted the surveyor to pay remedial costs of repair to allow access. | We concluded that the surveyor had reported that the internal door to the garage was 'sealed' and internal access was not possible, and therefore the garage was not inspected. We were satisfied that sufficient notice had been given to the customer that there was an issue in gaining access to the garage. | The surveyor was not required to take any action. |

