

## Table of Contents

- 1.0 Agency
- 2.0 Advice
- 3.0 Asbestos
- 4.0 Boundary disputes
- 5.0 Building Surveying
- 6.0 Buying
- 7.0 Complaints Handling Procedure
- 8.0 Conflict of interest
- 9.0 Customer service
- 10.0 Damage to roof
- 11.0 Damp
- 12.0 Dilapidations
- 13.0 Divorce
- 14.0 Dry Rot
- 15.0 Electrical Wiring
- 16.0 Failure to Action/Respond
- 17.0 Flooding
- 18.0 Homebuyers Survey/Valuation
- 19.0 Implementation of lease or deed of conditions
- 20.0 Inspection prior to purchase / works
- 21.0 Insurance
- 22.0 Land Compensation
- 23.0 Law/Title
- 24.0 Leaks
- 25.0 Level of Floor
- 26.0 Method of construction
- 27.0 Mine Workings
- 28.0 Mortgage
- 29.0 Mundic in Concrete
- 30.0 Not declared
- 31.0 Outbuildings
- 32.0 Overseeing a building project
- 33.0 Party wall disputes
- 34.0 Plan preparation
- 35.0 Planning and development
- 36.0 Probate
- 37.0 Project Management/Construction
- 38.0 Property/Estate Management / Factoring
- 39.0 Provision of costing
- 40.0 Purchase advice (searches)
- 41.0 Radon Gas
- 42.0 Rating
- 43.0 Recommendations for further investigation
- 44.0 Home Information Packs
- 45.0 Single Survey
- 46.0 Residential sales – vendor
- 47.0 Residential sales – purchaser

- 48.0 Property management – landlord
- 49.0 Property management – tenant
- 50.0 Surveys
- 51.0 Valuations

## **5.0 Building Surveying**

### **5.1**

C advised they instructed the Firm to carry out a Building Survey. After purchasing and moving into the property C discovered a number of leaks, rot in the window frames and a crack in a wall. After re-inspecting the property the Firm acknowledged the leaks could have been seen and should have been reported. However, the crack in the wall only required redecoration and the window frames were considered to be part of ongoing maintenance plan. The Firm concluded C had already received a reduction in the asking price and considered it probable even if the leaks had been reported due to the cost of repairs being insignificant against the purchase price C would not have been successful in achieving a further reduction.

The Ombudsman found there was no evidence of ongoing movement; therefore no further action was required regarding the crack in the wall. No evidence had been provided by C to determine the extent of the rot. Therefore, the Firm's explanation that any remedial works would be part of an ongoing maintenance plan was considered to be reasonable and no further action was proposed. It was accepted the leaks should have been reported and while not significant in terms of remedial costs a gesture of goodwill was awarded in recognition that the reporting was not as clear as it could have been.

### **5.2**

C advised they requested the Firm to carry out a Building Survey. After purchasing and moving into the property C noticed a tree leaning into a neighbour's garden. C complained to the Firm and wanted it to pay for its removal. The Firm advised that there was no evidence the tree was in the condition it was at the time of the inspection and the reporting of such trees is outwith a Building Survey.

The Ombudsman was unable to determine the exact condition of the tree at the time of the inspection. However, evidence had been provided that confirmed the tree had fallen to some extent prior to the inspection. There was no evidence the boundary had been damaged nor were the remedial costs significant when considered against the purchase price. Nevertheless, the Firm was required to award a gesture of goodwill in recognition that the reporting was not as clear as it could have been.

### **5.3**

C complained to the Firm regarding a Building Survey that had been undertaken a year previously. C stated that the Surveyor had missed various defects including wet rot, defective windows and a boiler which was not suitable for the size of the property. C also stated there had been a conflict of interest and was unhappy with the length of the time the complaint had gone on for. The Firm considers the works being undertaken by

C were not necessary and stated the defects could not have been seen at the time of the inspection.

The Ombudsman found it probable the wet rot was present and could have been seen. It was found the Surveyor could not have determined the capacity of the boiler and there was no evidence of a conflict of interest. There were delays in responding to C. The cost of repair works was insignificant when considered against the purchase price and therefore, the Firm were not required to contribute towards the cost of repairs. However, in recognition that the Report was not as clear as it could have been and the way in which the complaint had been handled the Surveyor was required to apologise and award a gesture of goodwill.

## **10.0 Damage to roof**

### **10.1**

C complained to the firm that after purchasing a property they discovered a flat roof was leaking. The firm had undertaken a Mortgage Valuation. C wanted the firm to pay for a replacement roof. The firm stated the cost of the roofing repairs were not significant when considered against the purchase price. Therefore, there had been no loss in the value of the property.

The Ombudsman found that C had not provided evidence that would substantiate their losses. In addition, the cost of the remedial works had been insignificant when considered against the purchase price. Therefore, no further action was required by the firm.

## **11.0 Damp**

### **11.1**

C had a Homebuyer Survey and Valuation Report carried out by the Firm. C moved into the property and several months later discovered damp in their property. C employed several damp experts and it was reported the defect was rising damp. C complained to the Firm that this should have been noted in the Report. The Firm stated that damp meter readings had been taken but these were negative. The Firm mentioned the property had been newly decorated prior to inspection and was heavily furnished. C experienced a poor level of customer service.

The Ombudsman was of the opinion that the rising damp was concealed during the inspection and the furniture limited the inspection. The Ombudsman did not require the Firm to cover the remedial costs. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Firm was required to make a goodwill payment.

## **11.2**

The client instructed the firm to conduct a Building Survey. On the strength of the report issued, C purchased the property. Upon moving into the property, C noticed that the house had been severely affected by damp. The floor at ground level had rotted away and the walls had suffered from damp. Consequently, there was a substantial amount of remedial work required to place the property in a habitable condition. On complaining about this the Firm advised that cynical efforts had been made to cover up the problems which were hidden from the inspecting surveyor.

The Ombudsman directed that the Firm should make a goodwill payment. In addition, the Ombudsman made a recommendation regarding an amendment to the Firm's Complaints Handling Procedure.

## **11.3**

C complained that the Firm had carried out a Homebuyer inspection some years earlier. C had discovered that the damp proof course had been bridged. C wanted the Firm to pay for the works to rectify this. The Firm acknowledged that it would have been useful for the Surveyor to have reported it as not being good building practice; however this did not fall into the urgent or significant category which was the focus of the report. The Firm offered C a gesture of goodwill, C declined this; however the Firm left this open for acceptance.

The Ombudsman accepted that although it would have been useful for the Surveyor to have reported the damp proof course had been bridged this did not fall into the urgent or significant category. The Ombudsman proposed an award in recognition that the reporting was not as clear as it could have been.

## **11.4**

C commissioned a Homebuyers Survey and Valuation. The survey commented on an area of damp within the property and also that there was areas where the damp proof course was not its ideal level, although no recommendations were made within the survey. A number of months later, C complained to the surveyor as extensive rising damp had been discovered.

The Surveyors Ombudsman noted the time lapse between the survey and initial complaint meant that visible signs of the damp may not have been present at the time the survey was carried out. The surveyor stated that damp meter readings had been taken and that no abnormally high results were obtained. However, the surveyor had not produced site notes or a sketch plan to confirm the meter readings. It was noted that at the time the survey was carried out the property was furnished and therefore the location of furniture may have prevented thorough damp meter readings being taken. However, given the area of damp that was discovered and the issue with the level of the damp proof course, the Ombudsman concluded that the surveyor should have at the

minimum recommended that a specialist damp report was obtained. The Surveyors Ombudsman identified a shortfall a shortfall in customer service due the surveyor's failure to provide C with a formal complaints handling procedure.

The Surveyors Ombudsman recommended that the surveyor provide C with an apology and a goodwill gesture for the shortfall in service. It was also recommended that the surveyor made a sketch plan during surveys to confirm the location of damp meter readings and also that a formal complaints handling procedure is produced. .

## **15.0 Electrical Wiring**

### **15.1**

The firm carried out a Mortgage Valuation at a property C subsequently purchased. When C moved into the property, it was discovered that it needed rewiring. C complained to the firm, stating that this should have been highlighted in the Mortgage Valuation. The firm did not agree, pointing out that a full inspection and testing of the electrics was outside the scope of the Mortgage Valuation. However, it did state that it maybe should have included a comment that the cabling was untidy and should have been tested by an electrician.

The Ombudsman noted that a full inspection and testing of the electrics is outside the scope of a Mortgage Valuation. It was noted that the electrics should only have been commented on if the firm felt that they had an affect on the value of the property. It was noted that the site notes indicated that the firm felt the electrics were dated and untidy. The Ombudsman concluded that the firm was not obliged to note this in the Mortgage Valuation but it may have been helpful to C if it had. The firm was therefore required to make a payment to C as a gesture of goodwill.

## **18.0 Homebuyers Survey/Valuation**

### **18.1**

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. C complained that the Firm provided incorrect and insufficient information in relation to why the windows were inappropriate fire escapes. C also complained that the report did not include sufficient information in relation to the lack of roof insulation and the remedial works required to the holes in the party wall. The firm did not agree, pointing out that the information C was complaining about was provided as additional helpful guidance for C and was not required under the scope of the Homebuyers Survey and Valuation.

The Ombudsman examined the comments within the report and concluded that the comments made by the Firm were sufficient given the scope of the Homebuyers Survey

and Valuation. It was noted that the initial report contained some guidance on the fire escapes at the property, when C contacted the Firm for additional information on this C was initially advised incorrectly but this was quickly remedied following a re-inspection of the property. C also complained about the customer service experienced. However the Ombudsman concluded that all correspondence from C had been dealt with in a timely, professional manner inline with the Firm's Complaints Handling Procedure. No further action was required.

### **18.2**

C complained that the Firm, who had carried out a Homebuyer Survey and Valuation, did not report problems with the structure of an outbuilding. C was building an extension, incorporating the walls of the existing outbuilding into it. After the roof of the outbuilding was removed it became apparent the front wall was unstable and had to be demolished. C wanted the Firm to pay for demolishing the wall and its rebuild. The Firm advised that it would not be expected to comment on defects which have only come to light after building works have been undertaken exposing the outbuildings structure.

The Ombudsman found that a Surveyor when undertaking a Homebuyer Survey is only expected to comment on visible defects. It was considered probable that removing the roof of the outbuilding had made the structure unstable. Therefore, the Firm was not required to contribute to C's costs. However, there had been delays in responding to C's letters. It was recommended when dealing with future clients the Firm responded within the timescales set out in its CHP.

### **18.3**

C commissioned a Homebuyers Survey & Valuation which was later complained about. In anticipation of conversion work in the cellar C obtained advice from a builder which pointed out a bulging wall in the cellar. The test for a Homebuyers Survey & Valuation is whether any defect is significant or urgent. These terms are defined in the agreement made prior to the report being commissioned. It was found that the cellar wall was not a significant or urgent matter therefore no criticism was made of the firm. It was found that there had been customer service failings in that the firm failed to comment on the temporary nature of the flashing used on the chimney and in that it failed to observe its own timeframe when responding to a complaint.

The firm was required to provide a letter of apology for customer service failings in that it failed to draw attention to temporary flashing being used in the chimney area and failed to keep to its own Complaints Handling Procedure timescale and to provide a goodwill gesture to reflect these customer service failings. This is to be provided in the form of a cheque.

### **18.4**

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the battens upon which

the roof tiles were affixed had rotted away, causing the roof to sink in a number of areas. C complained to the Firm, stating that this should have been picked up in the Homebuyers Survey and Valuation Report. The Firm did not agree, pointing out that the problems with the construction of the roof was hidden as the roof space had been converted into living accommodation and the condition of the roof tiles was not readily apparent from inspection. The Firm stated that the condition of the roof tiles was not noted until C had engaged building contractors to construct an extension at the property. The Firm also stated that whilst it had been recorded in the site notes that there was some deflection in the roof tiles, it was not considered to be reportable as the adjoining and neighbouring properties had the same problem.

The Ombudsman examined photographs of the property and it were noted that there were areas of sinking in the roof and that the battens were indeed rotten. It was decided that the surveyor may not have been able to see the way in which the accommodation had been constructed due to stored items in the roof space. In addition, the deflection of the floor and roof structure would not be readily apparent upon inspection. It was however considered that no mention was made of the property having been converted in the past and that the appropriate building and planning consents should be obtained. Had such a recommendation been made, the issues regarding the construction would have come to light and it is likely that C could have renegotiated the purchase price. The firm was therefore required to make a payment to C as a goodwill gesture.

### **18.5**

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered numerous problems at the property. C complained to the Firm, stating that these should have been picked up in the Homebuyers report. The Firm did not agree, and refuted the allegations. It pointed out that many of the defects were not visible at the time of the inspection and that the report was carried out to a reasonable standard and the content was correct and items were reported correctly.

The Ombudsman examined the evidence provided and that at the time of the inspection. It was decided that the Surveyor would not have been able to report many of the defects, but that the stopcock should have been reported more specifically. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the majority of the problems report, but that there were some instances of poor customer service which were identified. For example, the Firm should have made the issue regarding the stop cock clearer. The Firm was therefore required to make a payment to C as a goodwill gesture.

### **18.6**

The firm carried out a Homebuyer Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that there a number of indications of the presence of damp in the property. C obtained an independent report which stated that there was rising damp affecting the property and there was the presence of hygroscopic salts in the plaster which was a source of damp. C complained

to the firm, stating that this should have been picked up in the report. The firm did not agree; pointing out that there was no significant problem of damp at the property and this had been reported.

The Ombudsman examined the documents provided by both parties and it was decided that the surveyor would not have been aware of the presence of hygroscopic salts in the walls due to the walls being covered. The damp tests conducted were reported appropriately and it was noted that there was a large degree of agreement between the inspecting surveyor and the independent consultant. In the circumstances, the Ombudsman concluded that the surveyor would not have been expected to report the damp in the property to any greater degree than which had already been done. The Ombudsman determined that the firm was not required to take any further action.

### **18.7**

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the rear door was stuck and some of the exposed roof timbers in the extension to the property were defective as there were cracks and gaps visible. C complained to the firm, stating that this should have been picked up in the Homebuyers report. The firm did not agree, pointing out that the door could have got stuck after the inspection had taken place and the Report included a cautionary comment to C that a selection of the doors had been tested and some were difficult operate. In relation to the roof joists, the Firm pointed that the roof was high and the cracks would not have been visible from floor level, it also stated that following a re-inspection it did not consider the defect to be urgent or significant and therefore it did not fall within the scope of the Homebuyers Survey and Valuation.

The Ombudsman concluded that a satisfactory comment had been included in the Homebuyers Survey and Valuation to put C on notice of the potential defect with the door. It was decided that there was no evidence to confirm that the door was stuck at the time of inspection and it was acknowledged that it could have happened after the inspection had taken place. Photographs of the roof defect were examined along with remedial quotations and reports. It was decided that the defect may not have been visible to the surveyor from ground level. Furthermore, the evidence did not suggest that the roof defect caused any significant immediate risk to the property and the cost of the repairs were minimal in comparison to the purchase price of the property. In consequence, the Ombudsman decided it unreasonable to conclude the surveyor should have reported on the broken door or the defective roof timbers. No instances of poor customer service were identified. The Firm was required to take no further action.

### **18.8**

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C later tried to sell the property a prospective purchaser pulled out of the sale following their own report, which pointed out defects which SP had not notified C of. C complained to the firm, stating that these defects should have been picked up in the Homebuyers report. The firm did not agree, pointing out that defect was not causing a problem at the property.

The Ombudsman decided that the surveyor should have pointed out the defect at the property. In consequence, the Ombudsman decided it reasonable to conclude the surveyor should have reported the problem. Some instances of poor customer service were identified. For example, the firm failed to respond to some of C's letters of complaint. The firm was therefore required to make a payment to C as a goodwill gesture.

### **18.9**

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C went to sell the property and the prospective purchase commissioned a survey, C discovered the presence of deleterious building materials throughout the ground floor of the property. C complained to the Firm, stating that this should have been picked up in the Homebuyers report. The Firm did not agree, pointing out that whilst unevenness to the floor was noted, there were no detectable signs indicating the possibility of deleterious materials.

The Ombudsman examined the evidence provided by both parties, including extracts from the reports carried out by the prospective purchasers and a specialist report carried out by C. It was decided that the surveyor should included a cautionary comment that a specialist report should be obtained due to the potential use of deleterious building materials. Further subsequent reports carried out at the property included comments about the possible deleterious materials and the surveyor had noted the unevenness to the floor which along with the Firm's local knowledge should have indicated the possibility to deleterious materials. In consequence, the Ombudsman decided it was reasonable to conclude the surveyor should have included a similar cautionary comment to that detailed in subsequent reports carried out at the property. Some instances of poor customer service and delays were also identified. For example, the firm failed to respond to C's request for a copy of its Complaint Handling Procedure in a timely manner. The firm was therefore required to provide C with an apology and make a payment to C as a goodwill gesture.

### **18.10**

C complained to the Firm that a leak had not been identified, the true condition of the electrics and the heating boiler had not been reported and the Firm had not identified the property did not have a crossover. C wanted the Firm to cover the cost of the remedial works and an award in recognition of the general inconvenience. The Firm advised that the leak had not been present at the time of the inspection, C was advised to obtain an electric test prior to commitment to purchase, how a boiler is installed is outwith a Homebuyer Report and not reporting the driveway had a crossover would be outwith a Homebuyer Report.

The Ombudsman found it probable the leak was not present at the time of the Surveyors inspection and that the checking of whether a boiler had been correctly installed would be outwith a Homebuyer Report. The Ombudsman considered sufficient warning had been provided to C regarding the electrics. However, it was considered reasonable that

the Firm had reported access may have been difficult. Therefore, an award was made in recognition that the reporting was not as clear as it could have been. There was also evidence that the Firm had not responded within the timeframes set out in its Complaint Handling Procedure. It was recommended it did so in the future.

## **22.0 Land Compensation**

### **22.1**

The Firm was instructed to undertake a compensation claim on behalf of C. C queried the service which C received. The investigation was only able to consider the complaint from March 2007 in terms of the customer service received.

The Ombudsman reviewed the correspondence and concluded that there were some instances of poor customer service for example, the Firm failed to respond too many of C's letters of complaint and failed to supply any complaints handling procedure to C when it was requested. The Firm was therefore required to make a payment to C as a goodwill gesture.

## **28.0 Mortgage**

### **28.1**

C commissioned the Firm to carry out a Mortgage Valuation on a property that C wished to purchase. Following receipt of the Report, C carried out some investigations and discovered that a number of properties on the street had suffered from subsidence. On advice from a solicitor, C pulled out of the purchase and made a complaint against the Firm as the Mortgage Valuation failed to mention the subsidence.

The Surveyors Ombudsman reviewed all the information provided and noted that the information provided by C in relation to possible subsidence risks was dated and that during the Mortgage Valuation and re-inspection no signs of subsidence were noted. The Firm also advised that works to remedy the subsidence on the street had been carried out prior to the Survey. The Surveyors Ombudsman concluded that there was insufficient evidence to suggest that the Mortgage Valuation Report should have mentioned the subsidence discovered in the proximity of the property. No further action was necessary.

## **33.0 Party wall disputes**

### **33.1**

C appointed the Firm as the Adjoining Owners Surveyor in a party wall matter which related to the damage caused to C's property during remedial works that were carried out to a neighbouring property. The Firm had agreed with the neighbouring owner the extent of the damage caused and was in negotiations over the amount of compensation that should be paid to C. The Ombudsman concluded that C had experienced delays as the Firm had not dealt with the matter in a timely manner. In addition the Firm had failed to provide C with updates on the matter and when C complained, the Firm failed to provide C with a copy of its Complaints Handling Procedure. The Ombudsman required the Firm to ensure that it kept C regularly updated and provide C with an apology and a goodwill payment in recognition of the delays and shortfall in customer service that C had experienced.

## **51.0 Valuations**

### **51.1**

C commissioned the Firm to carry out a Single Survey on a property C wished to sell. C was unhappy with the valuation included in the Single Survey as C believed the property had been undervalued. When C contacted the Firm to advise it of his concerns, the Firm to review the valuation. Following further research by the Firm, the valuation was increased slightly but C remained unhappy.

The Ombudsman reviewed the site notes from the Firm's inspection of the property and the comparables that the Firm had used to value the property. The Ombudsman stated that it was outside the Terms of Reference for the Firm's professional judgment to be commented upon. However, the Ombudsman was satisfied that based on the evidence provided, the Firm had taken into considerable the relevant factors and appropriate comparables when valuing the property. The customer service C experienced was also assessed and the Ombudsman concluded that a satisfactory level of service had been experienced. The Ombudsman required the Firm to take no further action.