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1.0 Agency

1.1

C's property was advertised for sale with the firm. C received two offers of the asking price for the property. One of the prospective purchasers offered more than the asking price and this offer was accepted. The sale to the purchaser then fell through. C requested that the other prospective purchaser was contacted to advise that the property was back on the market. The firm states that messages were left for the other prospective purchaser but a response was not received. The firm continued to market the property and find an alternative buyer.

A number of months later the prospective purchaser reviewed the property and advised C that a message was not received when the property had gone back on the market and if the purchaser had been aware the asking price would have been offered again. At this point the prospective purchaser made an offer lower than the asking price but C would not accept it and the purchaser was unwilling to increase the offer.

The Surveyors Ombudsman concluded that the firm had done all it could to facilitate a quick sale for C. The evidence indicated that message had been left for the original purchaser but no response had been received. It was not consider that the original purchaser would have paid the asking price had the messages been received as they were unwilling to pay the reduced asking price a number of months later. The Surveyors Ombudsman was satisfied that the firm's complaints handling procedure had been completed but noted that the firm had not responded to C's final letter. The Ombudsman required the firm to provide C with an apology for its failure to respond to C's letter.

No financial award was required

1.2

The Client bought a property that was marketed by the firm. The sales literature advised that the property had wiring for satellite and terrestrial TV. On completion, the client complained that there was no aerial in situ in the loft. The developer agreed to meet half of the cost of installation and the client looked to the firm for the remainder. The firm denied it should have advised the client of the absence of the aerial.

The Ombudsman directed that the Firm should take no further action. The Ombudsman made a recommendation that the Firm amend its terms and conditions to include reference to a Complaints Handling Procedure and to draft such a document.

5.0 Building Surveying

5.1

C commissioned the Firm to carry out a Building Survey Report on a property that was subsequently purchased. Once C had moved into the property, it was discovered that a drainpipe of the terrace was broken, there was an area of damp in the hallway and the windows were in a poor condition. C complained to the Firm, stating that this should have been picked up in the Building Survey Report. The firm did not agree, it stated that the defects were hidden and could not be identified during the inspection.

The Ombudsman examined photographs of the property at the time of the inspection. It was decided that all the defects would have been visible and identifiable at the time of the inspection. The poor condition of the window frames was identifiable without the need to open the windows. Despite the Report stating that the surveyor had not gone on to the roof terrace, measurements for the roof terrace had been taken and therefore, it was stated that the surveyor should have noticed the broken drainpipe. Finally, the damp is likely to have been identified if the damp meter readings were taken, the damp was also on the corresponding internal wall to the broken drainpipe and if the trial of suspicion had been followed the damp would have been discovered. In consequence, the Ombudsman decided it was reasonable to conclude the surveyor should have reported the defect. No instances of poor customer service were identified. The firm was therefore required to provide C with an apology and make a payment to C as a goodwill gesture.

10.0 Damage to roof

10.1

The Firm undertook a Mortgage Valuation. After moving into the property C found the roof was in such poor condition it had to be replaced. C complained the Firm should cover the cost of the new roof. The Firm advised the roof does not affect the value of the property; therefore no award should be made.

The Ombudsman found it probable the condition of the roof would not have affected the value of property and therefore the costs of a new roof should not be covered by the Firm. However, it was found the Firm had not responded on every occasion within the timeframes set out in the Firm's CHP. The Firm was required to apologise and award a gesture of goodwill in recognition of this.

11.0 Damp

11.1

C commissioned a Homebuyer Survey and Valuation Report by the firm. The Report noted isolated dampness. C purchased the property and quickly discovered extensive

rising damp, which was costly to rectify. C wanted to claim the costs from the firm. The firm maintained that it had alerted C to the possibility of damp and the defect had worsened since it inspected the property.

The Ombudsman was not presented with any evidence to confirm where the firm had taken damp meter readings and this would have been the only way of identifying a trail of suspicion that damp existed. The Ombudsman required the firm to make a goodwill payment which took into consideration the cost of the remedial works but did not cover the total of the works.

11.2

C asked the Firm to carry out a Homebuyer Survey and after moving into the property they discovered penetrating damp in the gable wall. C said damp was reported downstairs but not to the first floor area. C said the Surveyor incorrectly reported the wall as being of cavity when it is solid wall construction and that the rendering on the gable wall was not reported as an urgent or significant defect. The Firm explained C was advised to obtain a damp report prior to commitment to purchase of all walls and had C done this they would have become aware of the damp problem.

The Ombudsman found that the fact the wall construction was incorrectly reported as being cavity rather than solid wall in itself was unlikely to have deterred C from buying the property. However, based on the available evidence it seemed reasonable to conclude there was evidence of damp to the first floor area. Although the report advised C to obtain a damp report; damp was only reported to the ground floor area. Therefore, the Ombudsman found that had the true extent of the damp has not been reported. The firm was required to award a gesture of goodwill in recognition of this.

18.0 Homebuyers Survey/Valuation

18.1

C instructed the firm to undertake a Homebuyers Survey and Valuation on a property that they later purchased.

The Survey was requested but not carried out some weeks later. C says that C was informed over the telephone by an advisor at the Firm that C would receive a short verbal summary within five days of the Survey. C says that C remembers this was shown on the website, which has since been closed for maintenance for some time. This was not done and he had to phone on a further two occasions before he received incorrect oral feedback.

The verbal feedback mentioned no particular problems, except the way that the conservatory flashing was tied into the main property. The written report did not mention this. Although the presence of ivy was clear to C, the report did not state that this had caused damage to some of the soffits and blocked the flue. C feels this is significant

and should have been mentioned in the report. If it had been, the purchase price could have been re-negotiated or remedial work could have been requested.

C says that another issue not reported on was a water-damaged wall below a constantly dripping overflow, next to the front door. The wall had to be extensively treated with brick acid by builders in an attempt to take away the worst of the staining. Had this been reported on, C states that C would have been able to use this information to negotiate with the vendors.

The Ombudsman concluded that the surveyor had reported accordingly and there were no areas of concern with regard to the customer service issues raised.

In light of this review and all the evidence provided I do not propose that the Ombudsman requires the firm to take any further action in respect of this complaint.

18.2

C had a Homebuyer Survey and Valuation Report carried out by the firm. Whilst decorating C discovered a rotten timber lintel. C employed the services of a structural engineer who found several defects in the property, including problems with the loft conversion, the parapet wall and plaster work. C complained to the firm and requested it to cover the remedial works. The firm maintained that it had appropriately reported the condition of the property in the report.

The Ombudsman was satisfied that the firm had appropriately noted that C's legal advisors should check whether or not approval was gained for the loft conversion and the space was uninhabitable due to the low ceiling. The Ombudsman also considered there was no trail of suspicion with regards to the defective plaster work or rotten lintel and the firm clearly stated that it was unable to fully inspect the parapet wall and guttering. The Ombudsman required the firm to take no further action.

18.3

C commissioned SP to carry out a Homebuyer Survey and Valuation Report on a property C subsequently purchased. C was seeking to move the utility room wall back to make the room bigger and to reduce the garage. C was considering creating access to the utility room/garage from inside the house and potentially, in the long term, looking to have a first floor extension carried out. C asked SP to consider this when preparing the report.

After moving into the property, C discovered a major defect with the garage/utility room roof, namely that the roof leaked and water came through into the room when it rained. Full details of this defect can be found within C's correspondence. C has completed SP's Complaint Handling Procedure in an attempt to resolve his complaint.

The Ombudsman concluded that there was no evidence that the defect was apparent at the time of the inspection and that SP should have reported any defect, as any defect

was in any event concealed and did not come to light until some time after the conversion works were carried out.

In light of this review and all the evidence provided the Ombudsman recommended SP reinstate its offer to pay C a sum by way of a gesture of goodwill, in settlement of this complaint.

18.4

C commissioned the firm to carry out a Homebuyers Survey and Valuation (HSV) a property that C subsequently purchased. C states that on moving into the property, damp was discovered in the converted and extended garage. C explains that the garage is a detached structure which is set up as a self contained flat with double glazing, a bathroom, kitchenette, central heating, electricity and water supplies. The original part of the garage is single brick and the extension that has been added is double brick. The firm has advised that the garage was reported in the section of the HSV entitled D3, Garage and Outbuildings as the firm believed that it only needed to comment on the type and condition of the garage.

The Surveyors Ombudsman stated that as the garage was set up as a self contained flat, it was reasonable for C to believe that the garage was additional living space and would be inspected to the same standard as the rest of the property. However, there was no evidence to suggest that visible signs of the damp were present at the time the HSV was carried out and given the time gap between the HSV being carried out and C reported the defect to the firm, it is possible that there were no signs of damp at the time of the inspection to alert the firm to the problem. The surveyor concluded that the firm was not expected to be aware of the damp, however, C had experienced a shortfall in customer service due to the failure to report sufficiently on the garage and the failure to comply with the time limits laid down in the CHP. The Surveyors Ombudsman required the firm to provide C with an apology and a goodwill gesture in recognition of the shortfall in customer service. It was also recommended that the firm makes a note/ includes a sketch plan within the site notes to confirm the location of any damp meter readings that are taken.

18.5

C had a Homebuyer Survey and Valuation Report. C requested the surveyor to report if there was any asbestos within the garage. The firm reported verbally that there was some asbestos in the redundant central heating ducting. C moved into the property and then found that there was more extensive asbestos in the garage. C had this removed and wanted the firm to cover the costs. The firm said the asbestos was in good condition and therefore did not need removing. The firm believed that it did report asbestos in the garage and C still proceeded with the purchase. C experienced a poor level of customer service.

The Ombudsman considered that C was aware there was some asbestos in the garage and had proceeded with the purchase without obtaining an asbestos report. Therefore, there was nothing to say that if the firm had reported the additional asbestos and that it

was in good condition that C would have taken any action on this. The firm was not required to cover C's costs. However, the firm was required to make a goodwill payment as a shortfall in customer service had occurred.

38.0 Property/Estate Management / Factoring

38.1

C has a number of customer service issues regarding a tenancy agreement. C made numerous telephone calls, emailed, and sent numerous letters to the Firm but without a resolution to the complaint. C asked for the firm's Complaint Handling Procedure but this was not provided and C had to obtain it from its website. C escalated the complaint but it remained unresolved.

The Ombudsman concluded that the contract was between the landlord and C and not C and the firm. C's complaint has however been considered as customer service issues. The Ombudsman concluded that there were some customer service issues, but that many of the complaints were unfounded.

In light of this review and all the evidence provided, the Ombudsman required SP to pay C, a sum by way of a gesture of goodwill, in recognition of the shortfalls in customer service experienced and in full and final settlement of this complaint.

38.2

C complains that the firm has failed to comply with its property management obligations as detailed in the contract between C and the firm. C provided information highlighting a number of issues including; acceptance of wrongful short notice, charging for remedial works that had not been carried out, not ensuring the tenants carried out their obligations in relation to the maintenance of the garden and failure to report damaged/missing items. The firm had already made attempts to settle the complaint and provide C with recompense but C did not wish to accept the firm's offer.

The Ombudsman concluded that C had experienced shortfall in service, these included incorrect acceptance of short notice from the tenant's, charging for remedial works that had not been carried, failure to note damaged/missing items during inspections of the property and not monitoring the tenant's performance of obligations listed in the Tenancy Agreement. The Ombudsman required the firm to provide C with an apology, maintain its refund of part of its fees and provided C with a goodwill gesture in recognition of the shortfalls in customer service that have been experienced.

51.0 Valuations

51.1

C purchased a property after the firm had undertaken a Mortgage Valuation Report. The survey report stated that the house was in a 'fair condition'; however, C says it quickly became apparent that was not the case.

C says that the surveyor failed to comment on a major damp problem that dramatically affects the valuation of the property. C says that the problem is so severe that the local Council's Environmental Health Department has placed a Demolition Order on the property as it feels it is not safe for occupation.

C says that C has fully exhausted the Complaint Handling Procedure, yet the matter remains unresolved.

C advises that C has been quoted large sums for the reparation of the property.

The Ombudsman concluded that there was no evidence of rising damp; there was no evidence that the problems existed at the time of the inspection; the limitations of the report restricted the reporting of the problems; any issues had been reported by the surveyor but C had failed to act on the advice given.

In light of this review and all the evidence the Ombudsman required no further action from the firm.

51.2

The firm carried a Mortgage Valuation at C's property.

C says that the firm gave a verbal valuation and a different written valuation which was lower than the verbal one.

The Ombudsman concluded that the written valuation was the one upon which the mortgage company would rely and that a surveyor would usually research the area after inspection to finalise the figure. Therefore if a verbal figure was given it would not be accurate in any event and the written valuation is the one more accurate one.

In consequence, the Ombudsman decided it unreasonable to conclude that C could be expected to rely upon any verbal assurance. The Ombudsman required no further action from the firm.

No award was made.

51.3

C had a Mortgage Valuation carried out by the firm. C moved into the property and noticed a slight slope to the floor. C complained to the firm and stated this should have been mentioned in the Report. The firm explained the slope to the floor was caused by

the materials used during the construction of the property and was a known defect to these buildings. C confirmed the building company had rectified the floors and redecorated.

The Ombudsman considered that the defect would not have affected the lender's security as there was no structural defect, merely cosmetic. Therefore, the defect did not have to be mentioned in the Report. The Ombudsman required no further action to be taken by the firm.

51.4

The Client instructed the firm to undertake a mortgage valuation. On receiving the report, reference was made to the condition of the attic conversion and that it may not have had planning consent. The Valuation Report advised that the attic rooms could not be considered suitable permanent accommodation. The client moved into the property and several months later during redecoration noted that the ceiling joists were bowed, the dormer that had been fitted was rotting and the whole roof lacked support. The Firm referred to the limitation of the mortgage valuation report and made reference to the concerns raised within and the recommendation of having the roof checked prior to purchase.

The Ombudsman directed that the Firm should take no further action.