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5.0 Building Surveying

5.1

The Firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered that the flank wall was bulging more than the Survey had indicated. C complained to the Firm, stating that this should have been picked up in the Survey. The Firm did not agree, pointing out that the bulging had been reported, but that it was not getting any worse and did not need work to be carried out.

The Ombudsman examined the reports of the property at the time of the inspection and the structural engineers report. It was decided that the surveyor has reported the bulging and that it had been agreed that this was not moving at present. Furthermore the matter could not be deemed urgent as no works had been carried out over 18 months. In consequence, the Ombudsman decided it reasonable to conclude the surveyor had reported the bulging, but that the report was a little unclear and needed to be concluded, which had led to some confusion. The Firm was therefore required to make a payment to C as a goodwill gesture.

5.2

C instructed the Firm to prepare a building survey on a property. On the strength of the Building Survey, C purchased the property. Having moved into the property, C was concerned about the level of the patio at the rear of the property being higher than the level of the Damp Proof Course, which would potentially allow moisture to penetrate the brickwork. In addition, C noted the presence of mould in the utility room. Finally, C complained that the firm failed to report the presence of armored cable running through a flower bed which served the electronic gates. Following reinspection the Firm concluded that it was not at fault.

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

18.0 Homebuyers Survey/Valuation

18.1

C commissioned a Homebuyer Survey and Valuation (HSV) on a property prior to the purchase of it. Once C moved into the property a new of defects were discovered. These included; a broken window, inadequate conservatory roof and guttering, dangerous electrical cables, leaks, lack of water pressure, insufficient drainage, loft

conversion not constructed to Building Regulations, inadequate roof insulation, uneven dining room floor and clerical errors.

The Surveyors Ombudsman acknowledged that the HSV contained a clerical error and that the firm had not fully followed its Complaint Handling Procedure, this was considered to be a shortfall in customer service. However, it was decided that the comments contained in the HSV in relation to the issues identified by C were sufficient and the C had been alerted to a number of the issues that had been raised. It was also decided that a number of the issues including the broken window, loft conversion and lack of water pressure were outside the scope of the HSV.

The Surveyors Ombudsman required the firm to provide C with an apology and a goodwill gesture in recognition of the shortfall in customer service.

18.2

C advised they requested the Firm to carry out a Homebuyer Survey and Valuation. After moving into the property C discovered a leak in the extension roof. C instructed an independent survey which reported the roof pitch was too low for the types of tiles. C wanted the Firm to pay for remedial works. The Firm stated the report was completed to the required standard and the leaking roof was not evident at the time of the survey. The Firm advised C to check the recently built extension complied with current planning/building regulations.

The Ombudsman found that there was no evidence to suggest the roof was leaking at the time of the initial inspection. The site notes indicated the Surveyor reported the roof as being shallow; however, this was not reiterated in the report. It was considered reasonable that the Surveyor should have reported the roof pitch as being shallow. However, this was not considered an urgent or significant matter, as there was no evidence of a leak at the time of inspection; rather it was considered a maintenance consideration. There was no evidence to suggest this would have affected the value at the time of the initial inspection or C would have been successful in achieving a reduction in purchase price. Therefore, the Firm was not required to pay for the remedial works. However, a gesture of goodwill was awarded in recognition that the reporting of the extension roof was not as accurate as it could have been.

18.3

C instructed the Firm to undertake a Homebuyer Survey and Valuation. After moving into the property C discovered water ingress to the windows. C complained to the Firm stating that the sills were rotten and should have been reported as such. The Firm advised the Surveyor could not have identified the problems with the windows.

The Ombudsman found that there was evidence of rot to the windows and the Surveyor should have reported it. However, there was no evidence had the true condition of the windows been reported C would have been successful in achieving a reduction in the asking price in what was a buoyant market. In addition, the costs of remedial works

were insignificant. Nevertheless, in recognition that the reporting of the windows was not as clear as it could have been the Firm were required to award a gesture of goodwill.

37.0 Project Management/Construction

37.1

C instructed the firm to undertake the auditing of a builder's accounts and to assist in the completion of building works. C says the auditing was inaccurate, not undertaken in a timely manner and the firm did not assist with the completion of the building works. The firm advised no agreement was ever made that it would assist in the completion of the building works. With regard to the auditing of the builder's accounts the firm advises this was carried out in a diligent manner.

The Ombudsman found that there was no agreement for the firm to supervise or assist in the completion of the buildings work. With regard to the auditing of the accounts the contract between the firm and client advised it was hoped a resolution or otherwise would be reached with the builder within a Limit of Spend. However, this was not guaranteed. The firm reached the Limit of Spend before achieving this. It was found the firm had not broken the terms of the contract therefore no further action was required.

51.0 Valuations

51.1

C advises C requested the firm to undertake a Valuation. C says that a few years later Estate Agents valued the property at less than the original Valuation. Therefore, C concluded the original Valuation must be incorrect. The firm advised comparables had been used and could find no evidence that the original Valuation was correct.

The Ombudsman found that the firm had followed the RICS procedures to arrive at a reasonable Valuation; therefore no further action was required.