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## **1.0 Agency**

### **1.1**

C arranged for the Firm to market their property. C stated that it had been agreed that all appointments were to be accompanied by a member of staff. However, an appointment was arranged which the Firm did not attend and the viewer was not a potential buyer. C withdrew from the sale and incurred a penalty fee.

The Ombudsman considered that C had signed their authority to accept unaccompanied viewings. Furthermore, the Ombudsman considered that the Firm could not be held responsible for the behaviour of a buyer during an appointment. The Ombudsman considered the withdrawal fee had been raised appropriately and this remained C's responsibility. The Ombudsman required no further action.

## **4.0 Boundary disputes**

### **4.1**

C was in the early stages of a boundary dispute. C's solicitor advised that C should instruct a Surveyor to mark out the boundary of C's land having regard to historic documents and maps. The Firm was instructed to produce a set of plans. The Firm advised at the outset that this may not be possible. The Firm proceeded with the instruction and C was dissatisfied with the report and the time it took to provide it. C complained that the plan and report was detrimental to its case. C also complained about the Firm's failure to follow its own Complaints Handling Procedure.

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.

## **5.0 Building Surveying**

### **5.1**

C commissioned a Building Survey prior to the purchase of a property. After moving in, it became apparent to C that there was rising damp in the dining room as indicated by damp patches across the dining room carpet. C contacted the Firm to ask it to investigate the damp patches. The Building Survey Report (BSR) did not state that damp readings were taken on the dining room floor as the floor was carpeted. Following

a re-inspection of the property, it was discovered that there was rising damp in the dining room and this should have been discovered in the Building Survey.

The Firm has made several attempts to reach a compromise with C. The Firm has offered C a contribution towards the remedial works but C has refused all of the Firm's offers. C believes the Firm should indemnify for the full cost of the works.

The Surveyors Ombudsman concluded that the rising damp was almost certainly present at the time the Building Survey was carried out and should have been discovered in the Building Survey. The Surveyors Ombudsman required the Firm to make a contribution towards the remedial costs and provide C with an apology.

## **11.0 Damp**

### **11.1**

C complained to the Firm as they believe their property had a sulphate attack and this should have been noted in the Homebuyer Survey and Valuation Report. The Firm re-inspected the property and could find no evidence of a sulphate attack. Some time later, C complained as a leak had been discovered within the sub floor and they believed this should have been noted within the initial Report. The Firm stated that at the time of the initial inspection there was no evidence to suggest that a leak had occurred as there was no water staining or high damp readings. C experienced a poor level of customer service.

The Ombudsman was of the opinion that there was no trail of suspicion at the time of the initial investigation to suggest that a leak had occurred and it was possible the leak occurred after the inspection. The Ombudsman thought it was unreasonable to expect a Surveyor to comment in defects they could not see or to predict future problems. The Firm was not required to cover the cost of remedial work. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred as there were no long delays in the Firm responding to C's complaint. The Firm was required to make a nominal goodwill payment and write a letter of apology.

## **18.0 Homebuyers Survey/Valuation**

### **18.1**

The Firm carried out a Building Survey. Some time later C discovered their window frames were rotten. C employed an independent expert witness, which stated the rotten frames should have been noted in the original Survey. C complained to the Firm and requested the Firm cover the cost of replacement frames. The Firm made a smaller goodwill offer, which C declined.

The Ombudsman considered that the defect to the window frames would have been hidden beneath filler and paint and the Firm would not have been able to establish the

true condition of the frames unless it had excavated the frames. The Ombudsman found the Firm's offer to be reasonable and the Firm was required to fulfill its offer.

### **18.2**

C instructed the Firm to conduct a Homebuyer Survey and Valuation. On the strength of the report issued, C purchased the property. Approximately one year later, C reported the presence of damp in the front bedroom. The Firm re-inspected and advised that it was caused by the build up of condensation and appropriate ventilation would improve matters. The Firm advised that no condensation was present at the time of the original inspection. C advised that the presence of condensation had not been reported and that the Firm should pay for ventilation to be added to the rooms. The Firm advised that simple condensation management should be applied as opposed to expensive ventilation.

The Ombudsman directed that the Firm should take no further action. It was recommended that the Firm amend its complaints handling Procedure to include reference to the Surveyors' Ombudsman Service.

### **18.3**

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that there was significant evidence of stone erosion at the gable end wall. 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 wall was not deteriorating so bad that it had an affect on value and that the report had stated that the gable end could not be fully seen.

The Ombudsman examined photographs of the property at the time of the inspection. The Ombudsman concluded that the Surveyor could have seen the wall from the public road and did not have to trespass onto the neighbour's land to see the defect. It was also established that there would not have been any visible signs of a problem at the time of the original inspection. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the defect. 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.

### **18.4**

C instructed the Firm to conduct a Scheme 2 Report. On the strength of the report issued, C purchased the property. Upon moving into the property, C noticed that there was ivy growing through the patio doors, which were sealed shut. In addition, C reported problems with the electricity supply, the flooring and a steel beam supporting extension was not packed at one end.

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

### **18.5**

C advises they requested the Firm to carry out a Homebuyer Survey and Valuation. Two and a half years later C had the chimney swept and discovered their multi fuel stove did not comply with Building Regulations. The flue is too close to the wooden lintel; a combustible material. The Firm did not provide a case file within the required timescales which meant it views could not be considered in relation to this complaint.

The Ombudsman found that services are not tested and are not checked to see whether they meet with current Building Regulations. Therefore, no award was proposed with regard to the remedial works. However, the Firm had not followed the correct reporting procedures, the Firm had recommended a damp inspection prior to purchase in section C but had not reiterated this in section F, or had it followed its Complaint Handling Procedure. There were instances when C had not been responded to. The Ombudsman required the Firm award a gesture of goodwill in recognition of these shortfalls.

### **18.6**

The Firm undertook a Homebuyer Survey and Valuation. When C moved in they noticed water stains on the ceiling below the en-suite shower room. C instructed a plumber to remove the shower and it was discovered a pipe was leaking. C would like the cost of the Survey back. The Firm advises the Survey was carried out in accordance with the RICS guidelines.

The Ombudsman found that although the ceilings tested dry there was evidence of damp in the shower room at the time of the Surveyor's inspection which should have been reported. The cost of the remedial works was not significant and there was no evidence of loss in value. Therefore, the Firm was not required to cover the cost of remedial works. However, in recognition that the reporting of the shower room was not as accurate as it could have been a gesture of goodwill was awarded.

### **18.7**

C instructed the Firm to carryout a Homebuyer Survey and Valuation on a property. On the strength of the information contained in the report, C purchased the property. On moving in, C discovered that there was water penetrating through the roof. C complained that this was caused by the tiles having been laid at the wrong gauge. In addition, C reported that the bathroom floor was rotten. The Firm re-inspected the property and advised that the areas of water ingress related to areas of the roof that had been highlighted as defective in its report. The Firm also stated that the rotten bathroom floor was concealed and would not have been noticed during inspection.

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

The Ombudsman made a recommendation that the Firm update it Complaints Handling Procedure and ensure that information in site notes was included in its final report.

### **18.8**

A C made the several complaints about the Firm including, C believed that the Firm showed a general lack of independence in front of previous owner and that the Firm had relations with the estate agent selling the property which causes a conflict of interest and affected the valuation figure. C complained that there was a difference in the oral valuation figure and the valuation figure stated in the Survey and believed this difference has effected C's the negotiating position. The C believed that the Firm failed to inspect a considerable area of the property via loft and eaves on both sides The C contacted the Royal Institution of Chartered Surveyors and the Firm in an attempt to resolve the matter. C requested financial compensation for the remedial works, compromise of negotiating position and stress and serious impairment of enjoyment of the property through the stress resulting from a very inadequate Survey.

The Surveyors Ombudsman concluded that there was no evidence of a lack of independence or detrimental effect to C's negotiating position due to the comments made to the previous owners. It was acknowledged that the Surveyor must show the owners a certain level of courtesy. The Ombudsman accepted that surveyors and estate agents have a working relationship and that the Surveyor is not compromising his independence by accepting referrals. There was no evidence that C's position had been detrimentally effected or that the estate agent or Firm had gained any undue benefit. The Ombudsman concluded that inspection of the loft falls outside the scope of the type of Survey purchased as the loft void was inaccessible as the hatch was screwed down. The Surveyors Ombudsman concluded that C experienced a shortfall in customer service as C's complaint was not dealt with inline with the time scales laid down in the Complaint Handling Procedure.

The Firm has already refunded C's Survey fee as a gesture of goodwill. The Ombudsman required the Firm to maintain the refund and provide C with an apology for the shortfall in customer service.

### **18.9**

The Firm undertook a Survey at C's property. C says that upon receiving the report and in reliance of the report, C proceeded to negotiate the price of the property and purchased accordingly.

C says that following occupation of the property three items came to light, which the Firm should reasonably have considered as significant. C says that these were either not covered adequately covered in the report or not mentioned at all. C says that C has suffered financial loss, as had the items been properly described, these would have been taken into account in the negotiations of the purchase price of the property.

The three issues are replacement windows, repairs to flat roof and external Pipe work

C has been engaged in correspondence with the Firm and the matter remains unresolved.

The Ombudsman concluded that some of the works should have been reported, but not all were evident and these did not have a significant impact on the value of the property.

In light of this review and all the evidence provided: the potential loss of value; the quote for the work to be carried out; the stress and inconvenience caused; and the failure fully to follow the complaints handling procedure, the Ombudsman recommended the Firm pay to C a sum as a goodwill award, in full and final settlement of his dispute.

The Ombudsman formally recommended that the Firm responds to customer complaints in accordance with the Complaints Handling Procedure in terms of both content of a response and the timescales set out in that Procedure

## **28.0 Mortgage**

### **28.1**

C's solicitor commissioned the Firm to carry out a Scheme 1 Valuation on a new build property that C wished to purchase with cash. Following receipt of the Valuation, C paid a deposit to secure the property. C then discovered that a disused but not closed railway line ran down the back of the garden. C carried out research and discovered that there was a possibility the line may be used again. Once in receipt of this information C pulled out of the purchase. C is unhappy with the valuation and believes that the railway line should have been commented. In addition C believes that the valuation did not contain enough information on the possibility of flooding and the adequacy of the central heating system.

The Surveyors Ombudsman concluded that taking into account the limited scope of a Scheme 1 Valuation it was reasonable for the Firm to conclude that the railway line had no affect on the property's value. It was noted that the Firm had be aware of the railway line but would not be required to carry out a further investigation into the potential that the line might be reopened. In relation to the flooding, the Surveyors Ombudsman concluded that the comment contained in the Valuation was appropriate following an inspection of the property and again it would not be within the scope of the service commissioned to carry out additional research. Finally, the Surveyors Ombudsman concluded that the Valuation contained an appropriate comment on the central heating system given that it is outside the scope to actual test the system. The Surveyors Ombudsman required no further action.

### **28.2**

C believed the Firm had incorrectly valued their property when it produced its Mortgage Valuation. The Firm explained that the valuation was for the sole purpose of the mortgage lender to ensure the property was reasonable security for the loan requirement.

The Ombudsman was of the opinion that the Firm had correctly conducted the mortgage valuation. It was determined that the market value placed on the property and for which was used to establish the purchase price was established by a third party valuer and not

the Firm. Although it was determined that the Firm had incorrectly noted the distance of the comparables used, this did not have an affect on the valuation or the loan amount. Furthermore, C had sold their property for a profit and no loss had occurred. Therefore, the Ombudsman did not require any further action to be taken.

### **28.3**

C purchased a property following a Mortgage Valuation being carried out. During improvement works to the property, it was discovered that the property was suffering from roof spread. A structural engineer's report confirmed this. C believed that there are a number of major problems highlighted in the structural engineers report that should have been commented on in the Mortgage Valuation Report (MVR).

The Surveyors Ombudsman noted that a MVR is carried out primarily for the lender to assess the value of the property. It was noted that the MVR commented that in the Surveyor's opinion the movement appeared to be longstanding. However, taking into account the scope of the MVR it is unlikely that the Firm would have discovered a number of the problems that have assisted that structural engineer to diagnose that the property is suffering from roof spread. The Surveyors Ombudsman concluded that the MVR had been carried out to a satisfactory standard. However, C had experienced a shortfall in customer service due to a number of delays and the timings laid down in the complaints handling procedure were not complied with. The Surveyors Ombudsman required the Firm to provide an apology and a goodwill gesture in recognition of the shortfall in customer service.

## **31.0 Outbuildings**

### **31.1**

C had a scheme 2 Report completed by the Firm. C later tried to sell the property but the sale fell through and several structural defects were identified. C felt that these defects should have been mentioned in their own Report and if they had been mentioned they could have negotiated on price. C experienced a poor level of customer service.

The Ombudsman considered that the cost of the remedial works would not have affected the value of the property and C would not have been able to re-negotiate on price. The Ombudsman considered that the error made by the Firm was not its failure to mention the structural defects but that it failed to recommend the legal advisors checked the alterations had been done in line with building regulations. The Firm was required to make a nominal goodwill payment for the shortfall in customer service that had occurred.

## **35.0 Planning and development**

### **35.1**

C advises they instructed the Firm to undertake pre-application planning enquiries and submit a planning application for a house behind their existing property. When the planning application was submitted the Council recommended it was withdrawn. C complains the issues raised by the Council should have been addressed during the pre-application stage. C would like the Firm to reimburse them with their costs. The Firm refutes C's claims that the pre-application enquiries and the planning application submitted was not undertaken with due care and diligence.

The Ombudsman found that the Firm had various meetings with the Council's Planning Officer but there was no evidence the Conservation and Forestry Officer had been contacted during the pre-application stage. C's property was a listed building; therefore, it was considered the Firm should have been in contact with the Conservation Team. The Ombudsman considered there had been a shortfall in service. Therefore, the Firm was required to award a gesture of goodwill in recognition of this.

## **38.0 Property/Estate Management / Factoring**

### **38.1**

C agreed a tenancy with the landlord via the Firm. The tenancy agreement is for a fixed term with a high rental value. A deposit was paid. The Firm was instructed jointly by C and the landlords to carry out a Schedule of Condition of the property prior to signing the Tenancy Agreement and moving into the property. Before moving into the property, C sent a list of questions, to the Firm to be answered. The Schedule of Condition was undertaken but C was unhappy with aspects of the Schedule of Condition drafted so did not sign and return it immediately. C is also unhappy with three main issues that include the presence of pest/vermin infestations; that he deems that the Firm unfairly maligned him to his landlord and there were delays in agreed works. C has provided full details of this in correspondence.

The Ombudsman concluded that there was no evidence that the Schedule of Condition was incorrect and that as this is only to be used as evidence of the condition of the property should there be a dispute over the return of the deposit. At present there is no dispute over the return of the deposit and there is an alternative resolution service available should such a dispute arise. The Ombudsman also concluded that there was no evidence of the Firm maligning C to the landlord.

The Ombudsman also concluded that there was evidence that the Firm was aware of the previous infestation and failed to inform C of this prior to the tenancy agreement. In that regard the Ombudsman recommended an award of by way of a gesture of goodwill in recognition of the shortfall in customer service.

## **51.0 Valuations**

### **51.1**

C received a valuation which was considerably lower than the estimated value. The valuation was disputed and the Firm increased the value twice, albeit these were relatively slight increases. C failed to demonstrate that the valuation was incorrect. Small customer service shortfalls were identified and had been accepted by the Firm which had offered to refund the valuation fee. This was considered a generous offer.

The Firm was required to maintain its offer to refund the valuation fee.