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2.0 Advice

2.1

C advised they jointly instructed the Surveyor to report on a boundary. C remained unhappy with the findings and stated the Surveyor had a conflict of interest. C also complained there was a delay in receiving the report and a receipt for monies paid. The Firm advised it had undertaken the work with due care and diligence.

The Ombudsman advised that the position of the boundary could not be commented on; this was outside of the service's jurisdiction. There was no evidence of a conflict of interest and while there had been a slight delay in providing the report and receipt there was no evidence this had been of detriment to C. Therefore, no further action was proposed.

3.0 Asbestos

3.1

The firm carried a Valuation at a property C subsequently purchased. C moved into the property, and after carrying out extension works in the loft some years later, C discovered an asbestos lagged pipe in the attic. C complained to the Firm, stating that this should have been picked up in the valuation. The Firm did not agree, and refuted the allegations. It pointed out that the area the asbestos was hidden and access to the loft was restricted. It also stated a previous surveyor had not noticed the asbestos and therefore it should not have been expected to notice it either.

The Ombudsman examined the evidence and but it was decided that while the Surveyor may have seen it, it was not certain and in any event it could not be said that C had suffered any loss or that the asbestos had had an affect on the valuation of the property. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the asbestos under the terms of the valuation. The Ombudsman required no further action from the firm.

10.0 Damage to roof

10.1

C complained that the Firm, who had carried out a Homebuyer inspection some years earlier, did not report the roof was leaking. C became aware of this after the ceiling collapsed. C also complained that the chimney required repointing and some of the

ridge tiles needed replacing. The Firm stated that the only indication that the roof was leaking was staining to the rafters which could not have been seen at the time of its inspection.

The Ombudsman found that the Surveyor had limited access to the roof void, which was reported, and considered it probable they would have been unable to see the staining to the rafters. The cause of the leak was a defective valley gutter; however, limited visibility was reported in the Homebuyer Survey and again based on the balance of probabilities it was considered if the defect was present at the time of the inspection the Surveyor would not have been able to see it. However, it was found that the weathering to the ridge tiles and chimney should have been reported. In addition, the Firm had not responded to C within the time frames set out in its Complaint Handling Procedure. The Firm was required to apologise and award a gesture of goodwill in recognition of the way in which the complaint had been handled and that the reporting of the ridge tiles and chimney was not as clear as it could have been.

10.2

C complained that after moving into the property they discovered the roof was leaking. The Firm had undertaken a Scheme 2 Survey. C wanted the Firm to pay for a new roof covering. The Firm advised at the time of the inspection there were no signs of a leak; therefore, the surveyor could not have been expected to have reported it.

The Ombudsman found that C had not complained until two years after the inspection. There was no evidence to support signs of a leak at the time of the initial inspection. Therefore, the Firm was not required to recompense C for the cost of the repairs. However, it was found the reporting of the lead flashings was not as clear as it could have been. The Firm was required to apologise and award a gesture of goodwill in recognition of this.

11.0 Damp

11.1

C complained that a Homebuyers Survey & Valuation report had failed to indicate that air bricks with a damp proof course were at ground level rather than elevated by 150mm as is conventional wisdom. It was found that rainwater was running through the airbricks. This was discovered only when C was redecorating and lifted a floorboard. The Firm argued that the positioning of the airbricks and damp proof course was irrelevant as the damp proof course was successful in preventing damp. This was not contested. There was no suggestion of damp from C but it was maintained that the positioning of the bricks left C susceptible to damage from rainwater and that it should have been reported. The investigation found that whilst the air bricks were not positioned conventionally this had clearly not caused damage therefore The Firm would not have had any trail of suspicion to follow. The omission of mentioning this issue was not considered a negligence issue as it did not impact on the condition of the property.

No steps were required of The Firm in this case.

11.2

The firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered that mycelium growth in one of the cupboards suggesting damp and dry rot. C complained to the Firm, stating that this should have been picked up in the report. The Firm did not agree, and refuted the allegations. It pointed out that the area was hidden in a cupboard. It also stated it had pointed out areas of damp which should have been investigated further.

The Ombudsman examined photographs of the property at the time of the inspection. It was decided that the Surveyor may not have been seen the growth in the cupboard. It was also established that the surveyor had recommended further investigations in respect of damp at the property.

In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the growth. The Ombudsman required no further action from the firm.

18.0 Homebuyers Survey/Valuation

18.1

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that kitchen was defective to a greater extent that C had first thought. It was also established that the defective kitchen ceiling was being caused by a leak in the bathroom above. C complained to the firm, stating that the extent of the defect should have been highlighted in the Homebuyers report. The firm did not agree, pointing out that the Homebuyers report commented upon the condition of the ceiling and the leak in the bathroom. It also stated it was likely the damage to the ceiling had got worse after the survey had been carried out.

The Ombudsman examined photographs of the property. It was decided that whilst the Surveyor had commented upon the condition of the ceiling and the leak in the bathroom, the surveyor should have considered whether the two problems were connected and if necessary highlighted this to C. It was also established that it was likely that the ceiling had worsened during the time between the inspection and C's complaint and therefore it is likely that the comments with the Homebuyers Report accurately reflected the condition of the ceiling at the time the inspection was carried out. Furthermore, the Surveyor could not be expected to have discovered the extent of the leak as this would have been hidden and it was adequate for the surveyor to have recommended further inspections were carried out. In consequence, the Ombudsman decided it unreasonable to conclude the surveyor should have been aware of the extent of the problem.

However, it was considered a shortfall in customer that the surveyor did not mention that the two problems were likely to be linked and included a comment in the summary suggesting that minor works and further investigation was needed. Some instances of poor customer service were also identified. For example, the Firm failed to respond to some of C's within the time scales laid down in its Complaints Handling Procedure. The firm was therefore required to make a payment to C as a goodwill gesture and provide C with an apology.

18.2

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 no rising damp affecting the property but there was the presence of hygroscopic salts in the plaster which was a source of dampness. C complained to the firm, stating that this should have been picked up in the report. The firm did not agree; pointing out that the problems with damp 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 that which had already been done. The Ombudsman determined that the firm was not required to take any further action.

18.3

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered damp in the living room, dining room and bedroom. C complained to the firm, stating that this should have been picked up in the Report. The Firm carried out a re inspection of the property and concluded that there seemed to be a number of potential causes for the damp. It pointed out that damp meter readings were taken and no damp was noted and addition one of the potential causes, a leak in the neighboring property may not have been evident at the time. A goodwill payment was offered but C rejected it due to the cost of the remedial works required.

The Ombudsman examined photographs of the property at the time of the inspection and noted the severity of damp particularly given the short space of time between the inspection and C's complaint. It was noted that whilst damp meters appeared to have been taken, the property was furnished and this may have hindered the surveyors discovering of the damp. However, both the re inspection report and quotations acknowledged that the property was suffering from rising damp and it was decided that the Homebuyer Survey and Valuation had not adequately report on this. Furthermore, there appeared to be a number of the potential causes of damp which were likely to have been present at the time but were not adequately reported. In consequence, the

Ombudsman decided it reasonable to conclude the surveyor should have reported in more detail on the damp. No other shortfalls in 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.

18.4

C complained that a Homebuyers Survey & Valuation report prepared by the firm had been incomplete in that it failed to identify faulty plastering in a bedroom. This was related back to a weathered chimney. Advice was provided that a builder should investigate the weathered chimney. Had this advice been followed the investigation was satisfied that the plastering fault would have been discovered therefore no criticism was made of the firm in this respect. Fault was found in that it was established that there had been poor customer service during the dispute as the firm failed to provide responses to letters sent and failed to update C as to the position with the dispute.

The firm was required to provide a letter of apology in respect of the poor customer service provided in that it failed to respond to correspondence in a timely manner or an adequate fashion and to provide a goodwill gesture to reflect poor customer service provided to C.

18.5

C obtained a Homebuyers Survey & Valuation report which raised various considerations. Maintenance of the roof was one area highlighted. Having moved into the property C complained that leaking was occurring through the ceiling. The report had referenced historical leaking. When panels were removed it revealed rot had taken place. It was noted that a Homebuyers Survey & Valuation report is based on a largely visual inspection and no destructive testing would take place. That being the case the surveyor could not be expected to know what was behind paneling. Equally, staining would be assessed on a visual basis. No criticism was made of the surveyor.

The firm was not required to take any further steps in this case.

18.6

C complained that a Homebuyers Survey & Valuation report commented that failing and blown render was no more than a cosmetic issue and that it had led to penetrating damp. This was denied by the firm which obtained a second opinion as part of its Complaints Handling Procedure. This opinion was a very detailed and considered report. To rebut that C provided a very short and somewhat vague report which failed to show that the firm had been at fault. In the circumstances the investigation found that C had failed to adequately show that the Homebuyers Survey & Valuation report provided by the firm had been inaccurate.

No further steps were required of the firm in this case.

32.0 Overseeing a building project

32.1

C commissioned the firm to provide a Professional Consultant's Certificate for a self build property that C had commissioned. Once the build was completed and the firm had provided C with the Certificate, C discovered that all the ground floors were sinking. This was due to a lack of compaction with the hardcore infill and failure of the floor as it had been built to the specifications detailed in the plans. C contacted the firm to make a claim on the certificate. The firm stated that the defect was due to poor workmanship and was not covered under the certificate. The firm stated that it could only guarantee work seen during the inspections that were carried out. The Ombudsman concluded that by providing the certificate, the firm was certifying that the building had been built to specification and to a satisfactory standard. The firm should have carried out as many site inspections as it felt were necessary to ensure that the certificate could be issued. The Ombudsman concluded that the remedial works should be covered by the certificate; The Ombudsman also noted some shortfall in customer service such as delays responding to C. The Ombudsman required the firm to provide C with a goodwill payment and an apology.

32.2

C instructed the Firm to prepare plans and project manage an extension to the Property. After completion of the work the new roof started to leak and C informed the Firm. Further problems at the property were also found and reported to the Firm.

The Firm stated that this was a matter which needed to be taken up with the contractor as it had complied with its obligations.

The Ombudsman examined the evidence and concluded that the Firm should have pointed out the incorrect roof tiles and a drain cover. It can be assumed that any reasonable surveyor monitoring the quality of the work should have spotted this. The Ombudsman was of the view that the Firm had agreed with C that it would check the quality of the work. It appears that it had not done so, and there is no evidence to suggest that this was pointed out to C and no action was taken by The Partnership to ensure that this was put right by the contractor.

In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the problems and taken action and should therefore contribute to the cost of putting the work right.

35.0 Planning and development

35.1

C instructed the firm to assist with the alteration and extension of its property. This involved preparing drawings based on C's own drawings for planning and building regulation applications. A fee for the works was agreed but not written down. The firm carried out work to the planning application stage and submitted an invoice which C claimed was higher than previously agreed. The firm advised that it has reached a verbal agreement that it would increase its fees due to unforeseen work. A dispute arose and the work was not completed by the Firm and C engaged a different firm to complete the works.

The Ombudsman directed that SP should adjust its interim invoice and make a refund. The Ombudsman further directed that SP should make a goodwill payment.

The Ombudsman recommended that the Firm update its Complaint Handling Procedure to include details of the Surveyors Ombudsman Service

37.0 Project Management/Construction

37.1

C complained that they instructed a Firm to be undertaking the role of a Project Manager for some refurbishment works to the property. C was unhappy with the length of time the works took, the quality of the work and the behaviour of the Firm and builders. The Firm was of the opinion the work was completed within a reasonable timeframe and to a high standard.

The Ombudsman found there was a delay in completing the work compared with the estimated timeframe in the contract. In addition, it was found the Firm could have been more proactive in ensuring the works undertaken were to the required standard. The Firm was required to award a gesture of goodwill in recognition of this.

49.0 Property management - tenant

49.1

C said that the Firm had been instructed to extend a lease. However, a year after being provided with an original quote the Firm advised an additional fee would be required. C disputed this fee should be payable. In addition, C complained a response was not provided in accordance with the Firm's CHP and the C was unhappy with the responses which were issued.

The Ombudsman found that the information provided to C from the Firm was not as clear as it could have been. Furthermore, there was a delay in responding to C. The Firm was required to apologise and award a gesture of goodwill in recognition of this.

51.0 Valuations

51.1

The Client instructed the firm to undertake a mortgage valuation. On receiving the report, reference was made to the condition of the windows and that the mastic should be renewed to ensure they were wind and watertight. After moving into the property, the Client became aware of water penetrating into the property which left a damp patch around the lounge window. The matter was reported to the factoring company for the property and remedial work was undertaken. The Client complained to the firm that this was not reported. The Client requested that the Firm pay for the remedial work and refund the fee paid for the service

The Ombudsman examined the documents provided by both parties and it was decided that the surveyor would not have been aware of the problem of water ingress given that it had taken almost two years for this matter to be brought to the Firm's attention by the Client. In addition, the limited nature of the inspection for the purposes of a mortgage valuation would not require the same level of reporting as in a more detailed survey. The Ombudsman determined that the firm was not required to take any further action.

51.2

The firm carried a Mortgage Valuation at a property C subsequently purchased. When C moved into the property, C discovered damp causing structural problems. C complained to the Firm, stating that this should have been picked up in the valuation. The Firm did not agree, and refuted the allegations. It pointed out that the area of damp was hidden and was outside the remit of the Mortgage Valuation as it did not have an affect on value.

The Ombudsman examined photographs of the property. It was decided that the Surveyor would not have noticed the damp which was concealed and was only discovered after destructive work was carried out. It was also established that there would not have been any visible signs of damp at the time of the original inspection. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the damp. The Ombudsman required no further action from the Firm.