

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
- 52.0 Professional advice
- 53.0 HIPS

1.0 Agency

1.1

C complained that the Company had put the incorrect size of the living room in the sales particulars. C only became aware of this nearly two years later when a viewer queried the room sizes with the Company. C was of the opinion this error would have put potential viewers off and wanted a gesture of goodwill in recognition of this. C was also unhappy with the way in which the complaint had been dealt with. The Company advised that there was no evidence of any loss and therefore was of the opinion no award should be made.

The Ombudsman found that although there was no evidence of any loss the incorrect use of a room size was a shortfall in service. It was found the Company had not provided C with an apology for this error. In addition, there had been a shortfall in the way in which the complaint had been handled. The Company was required to provide an apology and award a gesture of goodwill in recognition of the shortfalls in service.

The total cost of the remedy required was between £101-£500

5.0 Building Surveying

5.1

The Firm carried a Building Survey at a property C subsequently purchased. A number of years after the Building Survey was carried out, C discovered that the roof at the property was defective and was leaking down the complete length of the valley gutter. Due to floods in the area, the leak had caused extensive damage to internal part of the property. C complained to the Firm, stating that the condition of the roof was not accurately reported on in the Building Survey. The Firm agreed, that the Building Survey could have provided more detail on the condition of the roof in particular the signs that localised repairs had previously been carried out. However, it did not feel that it was responsible for the damage that had occurred because of the floods.

The Ombudsman examined photographs of the property at the time of the inspection and following the damage caused by the floods. It was decided that the surveyor should have made further comments on the roof, in particular signs of previous repairs and the need for ongoing maintenance and potential repair work. However, the Ombudsman states that there did not appear to be sufficient evidence to suggest that the roof was leaking at the time the initial inspection was carried out and therefore the Firm could not be held responsible for the cost of any repair work internally which appeared to have been caused by the floods two years after the property had been inspected. In consequence, the Ombudsman decided the Firm should make a contribution to the external remedial works that were required but considered it unreasonable to conclude

the surveyor should be responsible for the internal damp at the property. The Firm was therefore required to maintain its offer of a goodwill payment and provide C with an apology for the service shortfall that had been experienced.

5.2

C owned a property that was for sale. The Firm sent a surveyor to the property to carry out an inspection for a building survey. C complained that as a consequence of the inspection, the surveyor had damaged the walls with the damp meter, leaving a number of unsightly holes which needed to be filled and painted over. In addition, C complained that paint had been chipped from a window frame. The firm disputed that its surveyor had damaged the window frame and whilst it admitted that holes could be made in the wall from using the damp meter, C had been given prior notice of this and in reality, the holes are only small.

The Ombudsman directed that the Firm should make a goodwill payment.

5.3

C advised they requested the Firm carry out a Building Survey. After purchasing and moving into the property C discovered damp in four rooms. C complained that the Surveyor should have reported the damp and that had they been aware of this they would have renegotiated the purchase price. C wanted the Firm to pay for remedial works. The Firm are of the opinion the Surveyor could not have detected the damp due to the property being furnished and full of stored items at the time of the initial inspection.

The Ombudsman found that the Surveyor who re-inspected the property considered assuming the damp was present at the time of the inspection it should have been reported. C noticed the damp soon after moving in. Therefore, it was considered reasonable to conclude it was present at the time of the initial inspection. The Firm was required to award a gesture of goodwill in recognition that the reporting was not as clear as it could have been.

18.0 Homebuyers Survey/Valuation

18.1

The Firm carried a Homebuyer Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that a stud partition wall that was described as non load bearing was in fact loading bearing and the roof had been incorrectly described as including purlins when purlins were not present. C also believed that the property was suffering from roof spread and required additional roof support. C complained to the Firm, the Firm acknowledged that there was some errors in the report but did not consider that all the works that were being carried out by C were necessary. The Firm made C an offer of a goodwill payment but C rejected this.

The Ombudsman examined all the information that was provided by the parties. It was accepted that the Firm had incorrectly described the wall as non load bearing but it was decided that as the wall would have been constructed when the dormer extension was added to the property, the Firm was entitled to assume that the extension had been built in accordance with building regulations. As there were no signs of distress, the Ombudsman concluded that the Firm could not have known that the stud partition wall was carrying out a loading bearing function that it was designed to do. In relation to the need for additional support to the roof and the potential roof spread, it was decided that based on the evidence provided there was insufficient evidence to suggest that the property was suffering from roof spread and therefore required additional support. It was noted that the roof construction had been designed without the need for purlins and therefore the lack of purlins was not a cause for concern. Some instances of poor customer service were identified. For example, the firm had failed to answer on of C's questions and provide C with detailed responses. In recognition of the errors in the Homebuyer Survey and Valuation and the shortfall in service, the Firm was required to provide C with an apology and maintain its offer of a goodwill payment.

18.2

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the original ceiling had collapsed onto of the newer false ceiling. C complained to the Firm, stating that this should have been picked up in the Homebuyers report. The Firm did not agree, and refuted the allegations. It pointed out that there was no evidence of a defect at the time of the inspection.

The Ombudsman decided that the Surveyor would not have been able to see any defects to the original ceiling at the time of the inspection. It did report a false ceiling. The defect had only been found several months after the inspection had taken place, and therefore it was possible there was no defect when the Surveyor visited the property. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported it. Some instances of poor customer service were identified. For example, the Firm failed offer a re-inspection of the property and dismissed the claim without responsibility before a full investigation had been carried out. The Firm was therefore required to make a payment to C as a goodwill gesture.

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 the wall to the integral garage is not cavity as C assumed it was. C complained to the Firm, stating that this should have been picked up in the Homebuyers report. The Firm did not agree, and refuted the allegations. It pointed out that this was not an external wall and did not need to be of cavity construction.

The Ombudsman examined the evidence and decided that the Surveyor would not have been required to report the construction of the walls in the garage as this was an integral

garage and is not considered a habitable room. The garage was built in accordance with the necessary requirements at the time of erection. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the nature of the construction. No award was made.

18.4

The Firm carried a Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered damage to a bedroom ceiling and when this was investigated further a leak in the roof was discovered. C complained to the Firm, stating that this should have been picked up in the Survey and Valuation. The Firm did not agree, pointing out that even if the leak had been present when the inspection took place, signs of the leak would have been hidden. It also stated it was likely the leak had occurred after the survey had been carried out.

The Ombudsman examined photographs of the property at the time of the inspection and photographs of the damage the leak had caused. It was decided that the surveyor would not have been able to take the leak from the inspection of the external parts of the roof as the view was restricted. In the loft space, stored items also hindered discovery of any signs of the leak. The Ombudsman could not be sure that signs of leak would have been visible on the ceiling at the time of the inspection particularly given the passage of time before C made a complaint. In consequence, the Ombudsman decided it unreasonable to conclude the surveyor could have reported on the leak. The customer service was also reviewed and the Ombudsman concluded that all correspondence had been professional and timely.

18.5

C advised they instructed the Firm to undertake a Homebuyer Survey and Valuation. After moving into the property C noticed the internal doors were warped, the window and porch were rotten, the cold water tank was undersized and there was rising damp with rotten floor timbers. C wanted the Firm to pay for the remedial works. The Firm advised the defects were not reported until some 12 months after the Survey had been undertaken and in the case of the damp and rot were not present. It was the opinion of the Firm the reporting of the doors and cold water tank was outwith a Homebuyer Survey.

The Ombudsman agreed the size of the cold water tank would not be reported; no defect was noted. It was found the doors should have been reported as should the rot. There was no evidence the damp was present at the time of the Survey and floors were covered. In light of the reporting of the doors and windows not being as clear as they could have been the Firm was required to award a gesture of goodwill in recognition of any loss and inconvenience.

18.6

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 outbuilding. C complained to the Firm, stating that this should have been picked up in the Homebuyer Survey and Valuation. The Firm made C an offer in full and final settlement of the complaint but C rejected this offer and brought the matter to the Surveyors Ombudsman Service.

The Ombudsman examined photographs of the damp and remedial reports. It was noted that the site notes taken by the surveyor at the time of the inspection indicated that due to items being stored in the outbuilding, access was limited and damp meter readings could not be obtained on all the walls. However, this limitation was not included in the Homebuyer Survey and Valuation. In addition the remedial reports could not agree on the cause of the damp but agreed that some remedial works were definitely required. The Ombudsman noted that the reports indicate that several potential causes of the damp including bridging of the damp proof course and lack of rainwater goods were visible and discoverable on the external parts of the outbuilding. In consequence, the Ombudsman decided it reasonable to conclude the surveyor could have reported on potential signs of damp. The customer service was also reviewed and the Ombudsman concluded that C had experienced a satisfactory level of customer service. The firm was therefore required to provide C with an apology and maintain its offer of a goodwill payment to C.

18.7

C complained about a considerable number of issues discovered in a house after a Homebuyers Survey & Valuation report had been obtained before purchase. The investigation found that the Homebuyers Survey & Valuation report was provided in accordance with the Terms of Engagement agreed to when contracting for this report. On that basis the majority of the complaint was not upheld. There was one matter which was upheld and loss adjusters instructed by the Firm had made an offer in that respect that C was urged to accept. It was also found that a detailed letter was responded to in insufficient detail than was warranted and this was considered a shortfall in customer service. A small goodwill gesture was required in that respect.

The Firm was required to provide a letter of apology for failing to respond to a detailed letter with a similar level of detail and to provide a small goodwill gesture to reflect this shortfall in customer service.

18.8

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the ceiling in the lounge had begun to bow due to a shower leak in the bathroom above, the stop end was missing for the gutter and the flashings were defective. C also complained about a potential lintel above the patio door but the Firm had not been given the opportunity to investigate this issue so the Ombudsman did not comment upon it. C stated that these defects should have been picked up in the Homebuyers report. The firm did not agree,

pointing out that the leak was not present at the time of the inspection, the flashing were not defective and the stoop end was not noted as being missing.

The Ombudsman examined all the evidence provided by the parties. It was also established that it was unlikely that there would have been visible signs of leak at the time of the original inspection and it considered likely that the leak had occurred after the inspection had taken place. In relation to the flashing, photographs were reviewed and whilst it was acknowledged that there was slight peeling around the flashing, it was not considered to be urgent and/or significant and therefore the Firm was not under an obligation to comment upon it. It was also decided that it was likely that the stop end went missing after the inspection. In consequence, the Ombudsman decided it unreasonable to conclude the surveyor should have on the defects highlighted by C. However, some instances of poor customer service were identified. For example, the firm failed to respond to some of C's letters, the complaint was not escalated inline with the timescales detailed in the Complaints Handling Procedure a clerical error was noted in the Homebuyer Survey and Valuation where the Firm had forgotten to include its comment on the flashing. The firm was therefore required to make a payment to C as a goodwill gesture and provide an apology for the service shortfall.

35.0 Planning and development

35.1

C commissioned SP to undertake a survey at a property. SP was to provide advice regarding an intention to build an external staircase at the back of the property. SP surveyed the site but did not provide a written report, despite payment being made. C complained to the Firm. The firm refuted the allegations and advised that the scope of the instruction had changed and other instructions took priority over the report.

The Ombudsman examined the evidence and concluded that while the scope of the instruction may have changed, SP had not made it clear in writing what changes had been made and how this affected the contract and the agreement of works.

Some instances of poor customer service were identified. For example, the Firm failed to respond to some of C's letters of complaint and failed to provide a copy of the Complaints Handling Procedure. The Firm was therefore required to make a payment to C as a goodwill gesture.

50.0 Surveys

50.1

The Firm carried out a Survey at a property C subsequently purchased. A number of years after C moved into the property, C discovered that the retaining wall was inherent

defective and had begun to crack and rotate, this had also caused damage to the garage and the driveway at the property. C initially complained to the home insurance company who agreed to cover the cost of the remedial works to garage but not the retaining wall and driveway as this was due to a design defect. C believed that the Firm should have commented upon the defect in the Survey. The firm did not agree.

The Ombudsman examined structural engineer's report that had been commissioned and photographs of the defects now visible. It was also noted that the Survey noted cracking to the driveway, garage and loose coping stones at the time of the inspection but did not conclude that the matter needed any further investigation. The Firm highlighted that some of the retaining wall was covered by vegetation at the time of the inspection. The Ombudsman could not confirm whether this was the case but decided that if it was the surveyor should have specifically commented upon the vegetation hindering the inspection. It was also established that the initial visible signs of the defect were present at the time of the inspection, this along with the nature of the site, should have led the surveyor to follow a trail of suspicion and recommend further investigations into the structural stability of the retaining wall. However, it was acknowledged that C had proceeded with the purchase of the property without confirming that the property had the relevant planning permissions and building regulation approval and therefore took on some responsibility that defects may be found with the property. No shortfalls in customer service were noted but the Firm was required to make a contribution towards the cost of remedial works.

51.0 Valuations

51.1

The Client instructed the firm to undertake a mortgage valuation. The initial valuation carried out by the Firm significantly undervalued the property that C intended to buy. The proposed lender questioned the valuation which resulted in the property being re-valued but still being lower than the purchase price of the property. The Firm investigated the matter and was satisfied that the valuation was correct, and that the purchase price was excessive, given the price of properties in the locality.

The Ombudsman examined the documents provided by both parties and it was decided that the surveyor had made an error in valuing the property based on second hand values. However, this error had been identified and rectified with an appropriate re-valuation. It was identified that this had caused a shortfall in customer service and the Ombudsman determined that the firm was required to make a goodwill payment.

51.2

The firm carried a Mortgage Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the property had been reported incorrectly in terms of its construction and it was timber framed. C complained to the Firm, stating that this should have been picked up in the report and that C would not have bought a

timber-framed property, as it could not be mortgaged. The Firm did not agree, and refuted the allegations. It pointed out that many lenders lend on timber-framed properties.

The Ombudsman established that there was no evidence that the property could not be mortgaged and that in fact it appeared that lenders would lend on such properties. C could not say that there had been any loss suffered. The Ombudsman did conclude that the Firm had reported incorrectly but this did not have an affect on the property value.

Some instances of poor customer service were identified. For example, the Firm failed to respond to C's letters of complaint in accordance with the Complaints Handling Procedure. The Firm was therefore required to make a payment to C as a goodwill gesture.

51.3

C complained after moving into a property the Firm had undertaken a Mortgage Valuation on they discovered the garage had cracks in the external walls and floor. They instructed a Structural Engineer after contacting the Surveyors Ombudsman Service who said the garage needed to be rebuilt due to movement. C wanted the Firm to pay for remedial costs and the cost of the Structural Engineers report. The Firm advised that the Valuation Report did not mention cracks but concluded based on its re-inspecting Surveyors findings the value of the property would not be affected.

The Ombudsman found that both parties disagreed as to the amount of remedial works which were required. However, based on the findings of the Structural Engineer it was considered reasonable to conclude the garage did require rebuilding. The Firm was required to award a gesture of goodwill in recognition that the condition of the garage was not reported on in the Mortgage Valuation yet it had been included for insurance purposes.

52.0 Professional advice

52.1

The firm was commissioned to provide an expert valuation on C's behalf at a Land Valuation Tribunal as C was in dispute with the freeholder as to the cost to purchase the freehold for a property that C owned. Following the Tribunal's decision C was unhappy with that the firm's valuation of the freehold was much less that the figure stated by the Tribunal, the firms presentation at the Tribunal and the customer service that was received.

The Ombudsman concluded that she was unable to review any professional judgments or opinions that the firm had expressed in relation to the expert evidence provided to the Tribunal. However the Ombudsman was happy that the firm had used the correct valuation and carried out extensive and thorough research to support the valuation that

was put forward to the Tribunal. The Ombudsman did however identify a number of delays that C had experienced. In recognition of the delays and shortfall in customer service, the Ombudsman required the firm to provide C with an apology and a goodwill payment.

52.2

The Firm was commissioned to carry out a report into the potential impact that the development of the neighbouring property may have on C's right to light. Due to the Surveyor's illness there was delay in the report being received by C. When C received the report a number of errors were highlighted to the Firm. The Firm carried out an investigation into C's concerns and discovered a number of uncertainties in part of the information it had used to create the report. A new report was provided to C but at this point C had withdrawn the Firm's instructions due to a loss in faith. The Firm has acknowledged that C has experienced some delays and that the report contained a number of errors but does not agree to the remedy that C is proposing.

The Ombudsman examined all the information provided and it was decided that C had experienced delays and the Firm had failed to be proactive in the updates it provided to C. The report provided to C was reviewed and a number of errors in the fundamental information contained in the report were noted. However, the Ombudsman did not consider that the Firm could be held responsible for all of the costs C had incurred in relation to this matter. Some instances of poor customer service were identified. For example, the firm failed to respond to some of C's letters of complaint and it did not provide its Complaints Handling Procedure in a timely manner. The firm was therefore required to provide C with an apology, maintain its offer to waive its fee and provide C with a goodwill payment for the shortfall in customer service.