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## **4.0 Boundary disputes**

### **4.1**

C instructed the Firm to carry out a report to see how their neighbour's extension would affect their garden. C did not want the builders to access their garden. The Firm produced a report and stated that access would be required. C erected a fence. The neighbour's work was undertaken and it was discovered that there would have been no need to access C's garden. C wanted compensation from the Firm. The Firm refunded its fee but refused to pay for the fence. C experienced a poor level of customer service.

The Ombudsman considered the Firm had been employed to assess any risk of damage to C's property and not provide solutions to avoid the risk. Therefore, C had erected the fence of their own accord and remained responsible for the cost of the fence. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Firm was required to make a nominal goodwill payment and write a letter of apology.

## **5.0 Building Surveying**

### **5.1**

C advises they instructed the Firm to carry out a Building Survey. After moving into the property they noticed that the wood floor covering was uneven. Some eight months later the floor buckled. C would like the Firm to pay for a new floor covering to be laid. The Firm advised that the inspecting of floor coverings is outwith a Building Survey report and there was no evidence at the time of the initial inspection that the floor was uneven.

The Ombudsman found that the Firm has adhered to the RICS guidelines when inspecting the property and that whilst the sub floor would be examined where visible, floor coverings would not. Therefore, the Firm was not required to take any further action.

### **5.2**

C engaged The Firm to carry out a Building Survey Report and asked that particular attention be paid to the roof space (amongst other things) at the property. The Firm made certain recommendations about replaced roofing tiles and indicated that a builder should check that these were properly secured. Some considerable time after the report was presented C complained that there was a tear in the roofing felt in the roof space. The roof space was found to be shallow which would prevent any upright inspection of the space. The tear was toward the bottom of the roof slope. Further, the Surveyor had taken photographs at the property to be included in the report. These showed that the

roof space was cluttered with bulky items being stored in the roof space. The Terms and Conditions of Engagement said that the Surveyor would not move items impeding visibility and these had been agreed to by C. It was found that The Firm was not at fault and that appropriate recommendations had been made which would have led C to discover the defect if followed before purchase.

No further steps were required of The Firm in this case.

### **5.3**

C advises they requested the Firm to carry out a Building Survey and Valuation. C says on receiving the report it recommended new front bay windows. Prior to commitment to purchase C asked a window company to provide a drive by quote. After moving into the property a window company visited the property and inspected the bay windows; it was discovered structural works were required. When the windows had been previously replaced the company had removed the lintel leaving the bay window on the first floor unsupported. C complained to the Firm. The Firm advises it reported suspected lack of support in regards of the bay window area.

The Ombudsman found that C had not followed the advice provided in the Building Survey report in obtaining a written quotation for front bay windows prior to commitment to purchase. It was considered the Building Survey report sufficiently highlighted suspected failure of structural support in the bay window area. However, it was found the Firm had not followed its Complaint Handling Procedure (CHP) and not responded within the timescales set out in its CHP. The Firm was required to apologise for any inconvenience this had caused and award a gesture of goodwill in recognition of this.

### **5.4**

C had a building survey and later complained that the Firm had not mentioned the flue to the boiler was positioned illegally. C wanted the Firm to pay for the costs of rectifying the flue. The Firm explained that in the Conditions of Engagement it was stated that no comment would be made on the practicality of using a flue. The Firm also stated that in the Report it recommended C get the boiler checked by an expert, this was not done until some time later.

The Ombudsman was satisfied that the Firm had provided C with the Building Survey Report in line with the Conditions of Engagement. The Ombudsman considered the Firm had made a recommendation for C to check the boiler but C had failed to do this. The Firm was not required to meet C's costs. However, the Firm was required to make a nominal goodwill payment for the shortfall in customer service that had occurred.

### **5.5**

C had a building survey report and complained the Firm had failed to comment that the toilet was a Saniflo. C complained that their house was now uninhabitable. The Firm

explained that services are not tested and the piping for the Saniflo was enclosed in boxing and was not visible. C also mentioned that the loft conversion did not meet building regulations. The Firm stated it was up to the solicitor to check that building consent had been obtained.

The Ombudsman noted the guidance notes for building surveys, which stated that a toilet should be flushed. If the toilet had been flushed the Firm would have established the Saniflo system. However, the Saniflo system was in working order and therefore the property was habitable. The Ombudsman accepted it was the solicitor's role to check building consent but considered the Firm could have mentioned the health and safety implications of the loft space. The Ombudsman required the Firm to make a goodwill payment and write a letter of apology.

## **9.0 Customer service**

### **9.1**

C listed a number of customer service complaints about a Firm that had been asked to provide an opinion on the insulation present in a property. It was found that the majority of the complaints made were baseless but it was established that the Firm had agreed to provide a list for use in a meeting which was not provided. This was considered poor customer service.

The Firm was required to provide a small goodwill gesture to reflect the poor customer service experienced when the list was not provided.

## **11.0 Damp**

### **11.1**

C believes that at the time of the visit, the damp meter reading was very high. C says that the Firm did not record this high reading or report it.

C believes that the Firm has displayed a lack of duty of care. In attempting to resolve the complaint, C has made several calls to the Firm. C has followed the Complaints Handling Procedure and escalated the complaint to the Head of Customer Relations and the Technical Director.

The Ombudsman concluded that firstly the Surveyor did not need to report on any damp as there was no evidence of damp at the time of the inspection, nor was there any significant effect on the value of the property.

In light of this review and the evidence provided, the Ombudsman requires no further action from the Firm in respect of this complaint.

## **11.2**

C's complaint is that the Surveyor failed to report damp in the front downstairs room and that the lining of the concrete gutter outside this room had failed and damp was penetrating the wall.

C lodged the complaint to the Firm but has not received a satisfactory response.

By way of resolution, C would like the Firm to make a payment for the cost of remedial work.

The Ombudsman concluded that there was no evidence that the defect was evident at the time of the report, and that if it was evident, it was not significant enough to require reporting.

In light of the evidence presented for investigation and review, the Ombudsman recommended the Firm

- convert the offer to C by way of concession for future work, to a cash payment and make payment to C by way of a gesture of goodwill and a contribution towards the cost of repair

It will be recommended that the Surveyors:

- Ensures that its Complaints Handling Procedure complies with the RICS procedure and responds to all correspondence in a timely manner.

## **11.3**

C had a Survey completed by the Firm. After C moved into the property C noticed several defects with the converted garage which they believed should have been covered in the Report. The Firm explained that the defects C noticed were either mentioned in the Report or were not significant and therefore there was no requirement to mention them. The Firm confirmed that it had missed the trail of woodworm and offered C a goodwill payment, which C declined. C experienced a poor level of customer service.

The Ombudsman considered the majority of defects were covered by the Report or there was no requirement for them to be mentioned. However, the Ombudsman was concerned that the Firm had missed the trail of woodworm. The Ombudsman was also concerned with the poor level of customer service C had experienced. Nevertheless, the Ombudsman found the Firm's goodwill offer to be reasonable. The Firm was required to fulfill its goodwill offer in addition to paying for the remedial work for the woodworm treatment and write a letter of apology.

## **18.0 Homebuyers Survey/Valuation**

### **18.1**

C advises they requested the Firm to carry out a Homebuyer Survey and Valuation. After moving into the property they experienced problems with condensation. C also advises the Homebuyer Report noted the walls as being of cavity construction when they are not. The Firm does not accept there has been a lack of care. It advises some of the walls are of cavity construction and no evidence of condensation was present at the time of the survey.

The Ombudsman found that there was no evidence to suggest there was evidence of condensation at the time of the Surveyor's inspection. The assumption that the walls were all of cavity construction was not considered unreasonable. However, it was found the reporting of ventilation in the bathroom and kitchen was not as accurate as it could have been. In addition, there were delays in responding to C which was considered a shortfall in service. The Firm was required to award a gesture of goodwill in recognition that the reporting of the ventilation in the property was not as accurate as it could have been and the shortfall in which the way the complaint had been handled.

### **18.2**

C advises they requested the Firm to carry out a Homebuyer Survey and Valuation. On moving into the property they found the drains were blocked. The property was built on clay and had a septic tank for foul water drainage. The soakway for the septic tank was inadequate. C requested reimbursement for the cost of replacing the septic tank in another position. The Firm advised that the testing of services is outwith a Homebuyer inspection and the survey were carried out to the required standards.

The Ombudsman found that although services are not tested if a problem is suspected it should be reported. On the day of the initial inspection the septic tank was full but the vendor advised it was usually emptied once a year. No signs of discharge or abnormal odour were noted. It was found on the day of the inspection there were no visible signs of the problem. Therefore, no further action was required. However, the Firm did not respond to C's last letter or follow its Complaint Handling Procedure. The Firm was required to apologise and award a gesture of goodwill in recognition of how the complaint had been handled.

### **18.3**

C commissioned a HomeFile 2 Report from the Firm. After they moved into the property C noticed several defects which they believed should have been mentioned in the Report. The defects included damp, faulty rainwater goods and a smell to the bathroom. The Firm re-inspected the property. Firm explained that furniture obscured the position where the damp existed and so it had not been able to test in that area. The Firm explained these limitations were clearly noted in the Report. The mentioned the smell did not exist at the time of the initial inspection and therefore this could not have been commented on. The Firm confirmed that it should have noted the faulty rainwater goods. The Firm made a goodwill offer which C declined.

The Ombudsman was satisfied the Firm would have been unable to test for damp in some areas due to furniture and stored items and that this had been clearly noted in the Report. The Ombudsman was not presented with any evidence which suggested the smell existed at the time of the initial inspection. However, the Ombudsman was concerned the Firm failed to comment on the defective rainwater goods. The Ombudsman considered that a shortfall in customer service had occurred but found the Firm's goodwill offer to be reasonable. The Ombudsman required the Firm to fulfill its goodwill offer and write a letter of apology.

#### **18.4**

C instructed the Firm to conduct a Homebuyer Survey and Valuation. On the strength of the report issued, C purchased the property. Upon moving into the property, C noticed that there had been movement of the inner walls due to settlement of the roof. In addition, C complained that the drain to the rear of the property had backed up damaging the patio and rear wall. The Firm had reported that the roof had settled but the extent of the movement was masked by decoration. In addition, the Firm had reported that the rear garden wall needed to be replaced. Additionally, the Firm did not inspect the drains as no inspection chambers could be located.

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.

#### **18.5**

The Client commissioned a Homebuyer Survey and Valuation via a mortgage lender. The Client had accepted the terms of engagement and was also notified of the limitations of the service prior to receiving the Report. The Client proceeded to purchase the property but then discovered several matters which the Client believed should have been commented upon with the Report, which were not. These included rotten timber and also a recent repair undertaken by the previous Vendor, of which both the Client and the Firm had both been made aware of. The Client complained to the Surveyor following its Complaints Handling Procedure, but no resolution was found.

From the evidence provided for investigation and having considered both the terms of engagement and also the limitations of the service, it was considered reasonable for the Client to have expected some of the issues raised to have been reported on by the Firm, particularly in relation to the recent repair of which the Firm had been aware, and also the evidence of some rotten timber. It was also considered that the Client had experienced a shortfall in customer service by the Firm not adhering to the Complaints Handling Procedure adequately. Therefore, it was proposed for the Firm to provide the Client with a Band 3 goodwill payment and apology to reflect this.

#### **18.6**

C commissioned a Homebuyer Survey and Valuation Report. The Report stated that there was no wood-boring insect infestation. C moved into the property and found an infestation in the cellar. C complained to the Firm. The Firm stated the infestation had been hidden by a poster and therefore was not visible. C experienced a poor level of customer service. The Firm made a goodwill offer.

Based on the evidence presented for investigation, the Ombudsman considered that part of the infestation would not have been hidden beneath the poster and therefore was visible. The Ombudsman considered the defect to be urgent and should have been commented on in the Report. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Firm was required to increase its goodwill payment and write a letter of apology.

### **18.7**

C commissioned a Survey. After some time C noticed that there were no overflow pipes to their two toilets and they complained to the Firm that this should have been mentioned in the Report. The Firm explained that the overflow pipes are not visible and therefore would not be commented on, it was only upon lifting the cistern lid that the missing pipes were noticed. However, the Firm considered that it would have been helpful for this to have been mentioned if the defect had been noticed. Therefore, offered a goodwill payment which C declined.

The Ombudsman was of the opinion that within the scope of a survey, the Firm would not have been able to notice the defect as this would have required lifting the toilet lid and the inspection was only visual. Therefore, the Ombudsman considered the Firm's goodwill offer to be reasonable and it was required to fulfill its offer.

### **18.8**

C commissioned a Homebuyer Survey and Valuation Report. C moved into property and discovered there was a defect to the door. C stated this defect was not mentioned in the Report. The Firm explained the Report clearly mentioned that work will be required to the door frame and its advice had been reiterated in the section for maintenance considerations.

The Ombudsman was satisfied that the Firm has noted the defect to the door reasonably. The Ombudsman considered the defect was not urgent and not significant; therefore the Firm was not required to cover the cost of remedial works. However, the Ombudsman considered that a shortfall in customer service had occurred. The Firm was required to make a nominal goodwill payment and write a letter of apology.

### **18.9**

C advises they requested the Firm undertake a Homebuyer Survey and Valuation. A year after moving into the property C had the septic tank emptied and was informed that it did not meet with current building regulations. C would like the Firm to cover the cost

of installing a new septic tank. The Firm advises an assumption is made that services meet with current building regulations and there was no evidence at the time of the inspection the septic tank was not functioning correctly.

The Ombudsman found that there was no evidence to suggest the septic tank was not functioning correctly. The determining whether or not a septic tank met with current building regulations would be outwith a Homebuyer Survey. However, the Homebuyer Report was not clear under section E Legal which checks the solicitor should make. A gesture of goodwill was made in recognition of this and the Firm's failure to send out an up to date Complaint Handling Procedure.

### **18.10**

C commissioned the Firm to carry out a Homebuyer Survey and Valuation (HSV). A number of months later C's downstairs cloakroom flooded. C contacted a drainage specialist who advised that the flood had been caused by a blockage within the middle drainage chamber. During this inspection, the drainage specialist also advised C that the middle drainage chamber was set backwards and would continue to cause C problems unless remedial works were carried out. C says that the defect with the middle drainage chamber should have been reported in the HSV. C completed the Firm's complaints handling procedure but has been unable to resolve the complaint. In resolution, C has requested that the Firm reimburses C for the cost of the remedial works and refunds C survey fee.

The Surveyor's Ombudsman concluded that due to time period between the HSV being carried out and the flood in the cloakroom, it was reasonable to conclude that there were no visible blockages at the time the HSV was carried out. Secondly, it was concluded that it is not possible to identify that the chamber has been set backwards without testing and tracing the flow of the drainage system. Testing the drainage system is outside the scope of the HSV. The Ombudsman did not require the Firm to take any further action.

### **18.11**

C commissioned the Firm to carry out a Homebuyer Survey & Valuation at a property C subsequently purchased. After moving into the property, C discovered the pitched roof above the garage had a dip in it. As a result of this, the guttering has also dipped resulting in an overflow of water during rainfall. C has completed the Complaint Handling Procedure in an attempt to resolve the complaint.

The Ombudsman concluded that while there was no diminution in value of the property, the Surveyor has reported incorrectly and that this is a shortfall in customer service, which warrants a payment to C.

In light of this review and all the evidence provided, the Ombudsman recommended the Firm pay to C a sum as a goodwill award, in full and final settlement of the dispute.

### **18.12**

C complained that a Homebuyers Survey & Valuation Report had failed to highlight a number of problems in a house which was subsequently purchased after the report had been supplied. The majority of complaints were not upheld as they fell outside the scope of the Terms of Engagement for a Homebuyers Survey & Valuation Report which had been agreed by both parties. It was found that the Firm had failed to identify a deteriorating collar on which a manhole cover sat. This caused it to deteriorate and when C stepped on it there was a fall resulting in injury. There was also a finding that the Firm had indicated that the WC might utilise a macerator when there was no evidence to support this suggestion. This caused unnecessary cost when a blockage occurred.

The Firm was required to provide a letter of apology in respect of the comment that the WC might utilise a macerator when none was present and for failing to identify a deteriorating manhole cover seating and to provide a goodwill gesture in the form of a cheque.

### **18.13**

C was looking to buy a property and instructed the Firm to carry out a Homebuyer Survey and Valuation prior to purchase. Before purchase C discovered that the property had been underpinned. C disclosed this information to the Surveyor who in turn, re-attended and confirmed there was no movement at the property.

C moved into the property and noticed huge cracks. C instructed architects to attend the property as they were planning to extend the rear of the house. All three architects saw the cracks and all said that it looked liked subsidence. One of the architects who saw the cracks was a structural engineer. C was shocked to discover there may be subsidence and wrote the Firm for its opinion.

The Surveyor then re-visited the premises after the purchase and informed C that it would send a structural engineer at its own cost. No structural engineer was instructed and when C complained that the Firm informed C that this would be handed over to the insurance company to deal.

The Ombudsman concluded that the Surveyor did get this wrong and that whilst the Surveyor may not have reported incorrectly in the first instance, as soon as C informed the Firm of the underpinning the Surveyor should have recommended a structural expert at that stage. The Surveyor did not do this.

In light of this review and the evidence provided, the Ombudsman requires the Firm to pay to C a sum of by way of contribution towards the cost of repair and in recognition of the shortfalls in customer service experienced.

It will also be 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.

#### **18.14**

C advises they requested the Firm to carry out a Homebuyer Survey and Valuation. C says after moving into the property the kitchen windows and French doors were found to be rotten, the roof leaked and there was damp in the kitchen. The Firm offered a goodwill gesture with regard to the kitchen windows but is of the opinion the other various defects were not present at the time of the original inspection.

The Ombudsman found that there was no evidence to support C's claims with regard to the French windows or damp in the kitchen. The defects with the roof would not have been evident at the time of the Surveyor's inspection. Based on the available evidence it was probable the rot in the kitchen windows was present. Therefore, an award was made in recognition that the reporting of the kitchen windows was not as accurate as it could have been. In addition, the report was not clear in the action C should take a further award was made in recognition of this.

#### **18.15**

C advises they requested the Firm undertake a Homebuyer Survey and Valuation. Eight months after moving into the property the false ceiling in the living room collapsed. C complains that the Surveyor should have reported the ceiling as being unstable. The Firm advises that the inspection was undertaken in accordance with the RICS guidelines.

The Ombudsman found that there was no evidence to suggest at the time of the inspection that the false ceiling was defective. The Homebuyer Survey adhered to the RICS Homebuyer Survey and Valuation Practice Notes. Therefore, no further action was required by the Firm.

#### **18.16**

C instructed the Firm to conduct a Homebuyer Survey and Valuation. On the strength of the report issued, C purchased the property. Upon moving into the property, C noticed that the windows on the South facing side of the property were misted up. In addition, C complained that the French Doors to the rear of the property were warped and could not lock, creating a risk to security. The Firm re-inspected the property and accepted that the windows were defective. However, it took the view that this problem was not apparent when the property was initially inspected. In relation to the French Doors, the Firm advised that the French Doors had been used to access the rear of the property when the initial inspection was carried out. It was considered at the time that the condition of the French doors was not judged to require urgent or significant attention as they could be used.

The Ombudsman directed that the Firm should take no further action. In addition, the Ombudsman made some recommendations regarding the Firm's procedure regarding the issue of pre-contract information.

## **18.17**

C commissioned the Firm to carry out a Homebuyer Survey and Valuation (HSV) on a property that was subsequently purchased. C wished to update the property's insulation in order to minimise heat losses and save energy. C contacted an insulation company to insulate the cavity walls. The insulation company discovered that the walls were of solid construction and were not fit for cavity wall insulation. C contacted the Firm to make a formal complaint as the HSV stated that the property had cavity walls. C exhausted the Firm's complaint handling procedure and was issued with a deadlock letter which contained an offer from the Firm to refund the survey fee as a gesture of goodwill. In resolution, C has requested a refund of the survey fee and financial compensation for the inconvenience suffered, future heat loss, high energy costs and the probable devaluation of the property.

The Surveyors Ombudsman concluded that the HSV incorrectly stated that the walls were of a cavity construction. It was acknowledged that it is difficult to confirm whether a wall is of a cavity or solid construction particularly, when a property has been rendered. The Ombudsman concluded that a reasonable purchaser would not request a reduction in the purchase price on discovery that the walls were solid walls rather than cavity walls. In addition, there was no evidence to support a compensation payment for future heat loss and high energy costs. The Surveyors Ombudsman decided the Firm should provide C with an apology for the HSV incorrectly stating that the walls were of a cavity construction and offer C a goodwill payment.

## **26.0 Method of construction**

### **26.1**

The Firm undertook a structural survey on behalf of C many years ago. The survey report stated that the house was of conventional construction with main walls in 300mm block work and 300mm cavity block work.

C replaced the en-suite shower and freestanding wardrobes in the guest bedroom and noticed that clothes and the wall were visibly wet.

A Surveyor advised that this was because the wardrobes had been built on a solid, not cavity wall. C complained that the original report was incorrect.

The Ombudsman concluded that as there was a significant delay in locating an error with the report, it was difficult to assess. In addition, there was no evidence of any significant diminution in value for which the Firm could be held responsible.

In light of this review and the evidence provided, the Ombudsman required no further action from the Firm.

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

### **38.1**

C complains that the factoring of the complex in which the property is situated is not being carried out inline with the health, safety and fire regulation. C has also made a number of complaints that the factoring is not being carried out in line with the Terms and Conditions of Management. C has raised complaints in relation to the quality of the cleaning and gardening, condition of the communal area, security of the property, commercial vehicles being parked within the complex, failure to produce documents and the customer service experienced.

The Surveyors Ombudsman concluded that a number of the issues did not fall directly within the Ombudsman's remit as the resolutions requested would require the co-operation of the other residents. It was concluded that the Ombudsman would recommend that the Firm requests that residents do not store bulky items in the communal area, if it has not already done so arrange for the broken stairwell cupboard to be repaired, remind the cleaners to lock the stairwell cupboard, if a request is made, provide C with copies of any relevant documents and supports and assists any move to set up a residents association.

## **46.0 Residential sales - vendor**

### **46.1**

C advertised a property for sale with an estate agent. After some time the asking price was reduced by C. Whilst this reduction was reflected in most of the media used by The Firm it failed to update its website which continued to show the original price. This was considered poor customer service and a breach of the Royal Institution of Chartered Surveyors Residential Estate Agency Practice Statement.

The Firm was required to provide a letter of apology in respect of its failure to update the price on its website, to provide a small goodwill gesture to reflect the failure to update the price on its website and to deliver a new account showing that the goodwill gesture had been credited against the account previously delivered.

**The total cost of the remedy required was less than £50**

## **51.0 Valuations**

### **51.1**

C advises they requested the Firm to carry out a valuation. On moving into the property C found damp in various parts of the property. C also disputes the level of service requested. C advises although they only requested a basic survey they did not instruct a valuation but expected that to form part of the survey. The Firm advises C did instruct a valuation which was carried out in accordance with the relevant RICS guidance.

The Ombudsman found that the Terms of Engagement stated a valuation had been instructed. The level of service was not queried until the various defects were found. There was no evidence of the defects at the time of the inspection and exposure works are outwith a valuation. The Ombudsman did not require the Firm to take any further action.

### **51.2**

A Mortgage Valuation was instructed via C's Legal Adviser. C says after moving into the property large puddles of water were found on the window sills. C says the timber has been found to be rotten and would like the Firm to cover the cost of the replacement windows. The Firm advises that the cost of the repairing the windows would not have effected the value of the property. Therefore, it does not consider C's costs should be considered.

The Ombudsman found that the repair work necessary for the windows would not have affected the value. Therefore, the Firm was not required to meet any of C's costs. It was found that the Firm had not fully complied with its Complaint Handling Procedure. It was recommended the Firm did so when dealing with future clients.

### **51.3**

C explains that a complaint was made to the Firm regarding the valuation figure given in a re-mortgage valuation report. C has requested the Ombudsman reviews the way in which the complaint has been handled by the firm. C states that the Firm's responses have included a number of errors and inconsistencies with regards to use of indexation and comparables to justify the Firm's initial position. In resolution C requested a refund of the monies paid to the Firm and compensation.

The Surveyors Ombudsman concluded that having reviewed all the evidence provided, the majority of C's issues were beyond the Ombudsman's terms of reference and no further comment was made. The Ombudsman cannot look at re-mortgages and a number of C's issues related to the data used by the Firm when calculating the valuation figure; this is a matter which relates to the Surveyors professional judgment. However, it was acknowledged by the Ombudsman that the Firm's correspondence contained a number of clerical errors. The Ombudsman recommended that the Firm maintained its goodwill offer.