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1.0 Agency

1.1

The firm carried out a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered damp in two of the rooms and 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 of damp was hidden and would not have been present at the time of the inspection.

The Ombudsman decided that the Surveyor could have reported more clearly. It was concluded that the Surveyor did report the defects but could have reported differently. Had it done so C may have been able to make further enquiries and would have been better informed.

In consequence, the Ombudsman decided it reasonable to conclude the Surveyor should have reported the damp more clearly. Some instances of poor customer service were identified. For example, the Firm failed to fully follow its Complaint Handling Procedure. The Firm was therefore required to make a payment to C as a goodwill gesture.

1.2

C complained that instructed the Company to sell their property. An offer was accepted on the basis the purchaser was a cash buyer. However, three months later it became apparent that C did not have the funds in place. Although the property subsequently sold to another purchaser C remained unhappy with the advice that had been provided. C wanted the Company to refund the total cost of the fee. The Company advised that the prospective purchaser had provided evidence of funds and therefore was of the opinion it had acted reasonably.

The Ombudsman found that the prospective purchaser had half the funds in place with the other half becoming available within the following few months. Therefore, it was accepted the Company had not been as clear as it could have been. In addition, the Company had not forwarded a copy of its Complaint Handling Procedure (CHP) to C and there had been delays in responding to C. The Company had previously offered to refund half its fee this was considered reasonable. It was required to reinstate this offer and provide an apology for any inconvenience this whole matter had caused.

5.0 Building Surveying

5.1

C complained that after moving into the property it became evident the roof leaked. The Firm had undertaken a Building Survey. In addition, the Report did not note that there was not a firewall in the roof void. C wanted the Firm to pay for the remedial

works. The Firm advised that it had reported many areas of the roof that it was unable to inspect and that there was no evidence the roof was leaking at the time of the inspection. The Firm acknowledged that it had not reported it was unable to inspect the area of the roof void in which the fire wall did not exist.

The Ombudsman found there was no evidence that the roof was leaking at the time of the inspection. The Building Survey Report clearly noted the external areas of the roof which could not be seen and reported on various repairs which would require repair within one year. Therefore, the Firm were not required to contribute towards the roofing costs. However, it was found the limitations of the inspection regarding the roof void were not as clear as they could have been. The Firm were required to award a gesture of goodwill in recognition of this.

5.2

The firm carried a Building Survey at a property C subsequently purchased for the purpose of renovation. When C moved into the property, C discovered that one of walls was structurally unstable and that bats were found in the roof space which prevented the renovations works.

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 there was no recent movement in the wall and that the bats were not evident at the time of inspection, but that even if there were it would not affect the renovation work.

The Ombudsman examined the evidence and it was decided that there was insufficient evidence to prove structural movement. The Ombudsman concluded that the bats would have been evident at the time of the inspection, but that C had delayed in carrying out the work and this could have been carried out sooner and therefore the loss was not as significant as C thought.

In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the wall, but that the bats should have been reported. Some instances of poor customer service were identified. For example, the Firm should have reported the bats, but this did not have an affect on the works. The Firm was therefore required to make a payment to C as a goodwill gesture.

5.3

The firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered numerous defects relating to various items in the property. C complained to the Firm, stating that these should have been picked up in the report. The Firm did not agree, and refuted the allegations. It pointed out that the report adequately reflected the condition of the property as well as can be determined by a visual survey only. All assessments of condition are by comparison to an average property commensurate with the age and type and not a perfect property.

The Ombudsman examined the evidence and decided that the Surveyor would not have been required to report many of the defects and that the structural report did not establish ongoing problems and recommended further destructive works, which was outside the scope of the report. There were however a number of areas which could

have been reported better and more clearly. It was also concluded that there were some shortfalls in customer service, in that the Firm had failed to respond to C's complaint. An award was made to recognise the errors, omissions and the shortfalls in customer service.

11.0 Damp

11.1

The Firm carried a Home Condition Report at a property C subsequently purchased. When C moved into the property, C discovered that one of the kitchen walls had been damaged by damp, caused by a leak and defective mortar in the shower room. C complained to the firm, stating that this should have been picked up during the Firm's inspection. The Firm did not agree, pointing out that the area of damp was hidden behind the owner's appliances which would not have been moved during the course of the inspection. 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. It was decided that the surveyor would not have been able to take damp meter readings in the appropriate place because the owner's appliances rendered the area inaccessible. It was also established that it was possible that there would not have been any visible signs of damp at the time of the original inspection. Furthermore, the damp had been found several months after the inspection had taken place, and therefore it was possible there was no leak when the surveyor visited the property. In consequence, the Ombudsman decided it unreasonable to conclude the surveyor should have reported the damp. The Firm was not required to take any further action.

11.2

C complained that after moving into the property they discovered damp. The Surveyor re-inspected and offered to pay for the remedial works. C was unsure as to the extent of the problem so instructed a Structural Engineer to inspect the property. The Structural Engineer stated that the damp proof course had been breached. The Firm stated this had not occurred rather water was splashing up from a drain. C also complained the driveway dipped and wanted the Firm to pay for a drainage inspection.

The Ombudsman found that the reporting of the damp proof course was not as clear as it could have been. The property was rendered therefore it was not possible to tell whether it had been breached or not. The Building Survey included advice as to the probable cause of the dip. The Firm were required to award a gesture of goodwill in recognition that the reporting of the damp proof course and the condition of the render was not as clear as it could have been. In addition, there had been delays in responding to C which the Firm were required to apologise for.

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 cracking to the rear patio wall. 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 the property had not suffered any diminution in value of the property.

The Ombudsman examined photographs of the property and noted that the Firm did not seem to dispute that the problem was in existence at the time of the inspection. The dispute was regarding whether there was any diminution in value. C had provided no evidence in that regard but the Firm had provided an independent report. In consequence, the Ombudsman decided it reasonable to conclude the Surveyor should have reported the cracking and that there was evidence of some diminution in value. Some instances of poor customer service were identified. For example, the Firm failed provide a copy of its Complaints Handling Procedure. The Firm was therefore required to make a payment to C as a goodwill gesture.

18.2

C complained that the Firm who carried out a Homebuyer Survey and Valuation did not report that a load bearing which had been removed had not been properly supported. C also complained the Firm had not followed its Complaint Handling Procedure. After receiving a request for a case-file the Firm contacted C and offered to contribute to the remedial works. C was happy with this offer and the case was resolved.

18.3

C instructed the Firm to undertake a Homebuyer Survey and Valuation at a property they were considering the purchase of; C did not subsequently purchase the property. C had noticed damp to the rear of the property and a blocked drain and asked the Firm to pay particular attention to this. On receipt of the report C noticed no specific mention was made to the drain or damp. C wanted the Firm to refund the fee paid for the Homebuyer Survey and Valuation. The Firm advised that the Homebuyer Report noted no significant damp readings were taken, a blockage in a drain was noted and that C should get a drainage test carried out. The Firm was of the opinion the reporting of damp and drainage was appropriate and within the scope of a Homebuyer Survey.

The Ombudsman found that the reporting of damp and drainage was within the scope of a Homebuyer Report. C had been sent the Contract Letter, the Terms of Engagement, Choosing between Surveys and the Acceptance Form prior to the Survey being undertaken. C's signature indicated they had read and understood the conditions they were agreeing to. Therefore, the Firm were required to take no further action.

18.4

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the roof tiles were fitted incorrectly. 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 the roof was in a satisfactory condition and was watertight.

The Ombudsman examined photographs of the property at the time of the inspection. It was decided that while the Surveyor may be correct in his assertion that the roof was watertight, it was also clear that the roof tiles were incorrectly fitted and as a matter of good practice should have been fitted in a staggered manner. It was also apparent that C had requested specific advice regarding the roof.

In consequence, the Ombudsman decided it reasonable to conclude the Surveyor should have reported the nature of the roof tiles. 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.

28.0 Mortgage

28.1

C engaged The Firm to prepare a Mortgage Valuation in anticipation of buying a house. This was provided and the house was duly purchased. Over one year after the purchase C complained that faults had not been reported in the Homebuyers Survey & Valuation that The Firm had provided. It was explained that the report was not a Homebuyers Survey & Valuation report and that the expectations for a Mortgage Valuation were entirely different. It was found that The Firm had carried out the duties it was engaged to provide properly.

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

34.0 Plan preparation

34.1

C complained that the Firm had provided plans for a loft conversion. However, when building works commenced it became evident the staircase and shower cubicle did not fit. The Firm advised the floor of the loft had been constructed at an incorrect level.

The Ombudsman found no evidence that the plans were incorrect. The Firm were not required to take any further action.

37.0 Project Management/Construction

37.1

C advised they instructed the Firm to act as a Consultant for some repair/improvement works which were being undertaken to a property they had recently purchased. C says the kitchen floor squeaks and the windows and doors have been fitted to a poor standard. The Firm advised the Contractor is prepared to go out to re-inspect the floor. Regarding the doors and windows the Firm advised C had opted out of using it as a Consultant for these works and had a direct contract with the window company; therefore, it was not responsible for the problems C was experiencing.

The Ombudsman required the Firm ensure the Contractor re-visited the site to rectify the floor problems; if the Contractor was unable to attend the Firm should instruct another Contractor to undertake the works at no extra cost to C. It was found the Firm had not sought to rectify the flooring problems within a reasonable timescale. Therefore, it was required to apologise and award a gesture of goodwill in recognition of this. Regarding the windows/doors it was found the Firm were not responsible for the work as C had a direct contract with the window company which meant C would be responsible for resolving any problems. Therefore, no further action was required regarding this aspect of C's complaint.

51.0 Valuations

51.1

The firm carried a Mortgage Valuation at a property C subsequently purchased. When C moved into the property, C discovered that the roof was felt and that there was a leak from the roof. 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 there was no suggestion of any leak at the time of the valuation and that the felt roof did not affect the valuation for lending purposes.

The Ombudsman decided that it could not be established that there was any signs of a leak the time of the original inspection. Furthermore, the leak had only been found several months after the inspection had taken place, and therefore it was possible there was no leak when the Surveyor visited the property. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the leak. The Ombudsman also concluded that the felt roof would not have been reported unless it had an affect on the valuation, which it could not be established it could have.

The Ombudsman therefore required no further action from the Firm.