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5.0 Building Surveying

5.1

The firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C complained to the firm, stating that the Building Survey did not alert C to; the rotten floorboards and joists on the ground floor, the damp and rot in the kitchen units, the poor electrical wiring, the rotten roof tile battens and the inefficient boiler which did not comply with regulations. The firm did not agree, pointing out that cautionary comment had been included in the Report in relation to the rotten floorboards, damp in the kitchen and the electrical wiring. The firm stated that the rotten roof battens and inefficient boiler were outside the scope of the Survey.

The Ombudsman examined numerous photographs of the property. It was decided that the surveyor has included sufficient cautionary comments in the Building Survey in relation to the majority of the defects that C was complaining about. However, the Ombudsman concluded that having reviewed the Building Survey as a whole it did not contain sufficiently detailed information in relation to some sections of the property. In consequence, the Ombudsman decided it unreasonable to award any award towards the cost of the repairs. However, some instances of poor customer service were identified. For example, the firm failed to respond to some of C's letters of complaint in a timely manner. The firm was therefore required to make a payment to C as a goodwill gesture.

5.2

The firm carried out a Building Survey at a property C subsequently purchased. C took issue with the report issued by the firm and advised that the water stop tap was not obscured as reported and that there were two broken hinges on windows which again were not reported. C complained and the firm maintained that it had reported these issues in accordance with RICS guidelines. C attempted to follow the firm's Complaints Handling Procedure but was unsuccessful in completing the process as the Procedure was out of date.

The Ombudsman examined the documents provided by both parties and it was decided that the surveyor had not reported the issues complained about in as much depth as was required. The site notes revealed further information that ought to have been included in the report which might have avoided elements of the complaint being brought in the first place. It was further noted that no Terms of Engagement was issued with the report and there had been delays in dealing with the complaint. The Ombudsman determined that the firm should make a goodwill payment.

5.3

The firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered that the conservatory did not comply with Building

regulations and leaked. C complained to the Firm, stating that this should have been picked up in the. The Firm did not agree, and refuted the allegations. It pointed out that there were no leaks at the time of the inspection and that it had alerted C to some areas which could potentially cause problems in that regard.

The Ombudsman examined the evidence and concluded that there was no evidence of any leaks at the time of the inspection and that C had taken several years to report this to the Firm. It was however established that the Firm should have alerted C to some construction problems relating to the use of the conservatory. Some instances of poor customer service were identified. For example, the Firm failed to advise C that there was an external Ombudsman Scheme to which they could refer their complaint, resulting in a delay in this matter being resolved. The Firm was therefore required to make a payment to C as a goodwill gesture.

5.4

The Firm carried a Building Survey at a property C subsequently purchased. When C moved into the property, C discovered that the shower and tap in the en suite bathroom were leaking and the boiler was not adequately commented upon as it was also leaking and needed replacing. C complained to the firm, stating that these defects should have been commented upon in the Building Survey.

The Ombudsman noted that the leaks could have occurred after the Building Survey had been carried out. However, it was noted that the age of the boiler was not correctly detailed in the Building Survey and had the shower and tap been switched on, had the leaks been present at the time, the surveyor would have discovered them. In consequence, the Ombudsman decided that whilst there was insufficient evidence to confirm that the leaks were definitely present, the Building Survey did not contain sufficient information on the condition of the boiler or en suite. 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 provide C with an apology and make a payment to C as a goodwill gesture.

9.0 Customer service

9.1

C commissioned a valuation report which when presented C found unacceptable. C challenged various aspects of the service provided by The Firm. None of the criticisms made by C were found to be founded or were found to have been supported by C when bringing the complaint. The actual valuation provided by The Firm was found to be reasonable when compared to a range of comparables.

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

18.0 Homebuyers Survey/Valuation

18.1

C complained to the Firm that the Homebuyer Survey and Valuation did not mention that asbestos had been used as a walling material. C discovered this when they put the property up for sale some four years after the Homebuyer Survey had been undertaken. A potential purchaser had a survey carried out and this was reported in it. The Firm advised it had offered C costs to remove the asbestos, re-instatement costs and a gesture of goodwill for distress and inconvenience. C had declined the offer and wanted more appropriate compensation.

The Ombudsman found the offer made by the Firm was reasonable based on the evidence provided. The Firm was required to reinstate its offer.

18.2

C complained to the Firm that the Homebuyer Survey and Valuation did not mention the alterations made in the roof space. The roof space had been partially converted. After moving into the property C discovered fine cracks started to appear in the bedroom ceilings, which had been recently re-plastered. C commissioned a Structural Engineer to inspect the property who advised the struts in the roof space had been removed and needed reinstating. C wanted the Firm to pay for the remedial works. The Firm advised that it had offered C a gesture of goodwill of paying half the costs of the strengthening works which considered this to be a reasonable resolution.

The Ombudsman found that the limitations of the inspection meant that the Surveyor could not have inspected the structure in the roof space. However, it was clear alterations had been undertaken and it was considered it would have been reasonable that the Surveyor had reported they would not meet with Building Regulations to make this a habitable room and further advice should be sought. The Firm was required to make a payment in recognition that the reporting was not as clear as it could have been. There had also been a delay in responding to C; the Firm was required to apologise for any inconvenience this had caused.

18.3

The firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered numerous problems at the property. C complained to the Firm, stating that these should have been picked up in the Homebuyers report. The Firm did not agree, and refuted the allegations. It pointed out that many of the defects were not visible at the time of the inspection and that the report was carried out to a reasonable standard and the content was correct and items were reported correctly.

The Ombudsman examined the evidence provided and that at the time of the inspection. It was decided that the Surveyor would not have been able to report many of the defects,

but that the damp flooring should have been reported more specifically. The Ombudsman concluded that there was no evidence that meter readings had been taken and recorded. In consequence, the Ombudsman decided it unreasonable to conclude the Surveyor should have reported the majority of the problems report, but that there were some instances of poor customer service which were identified. For example, the Firm should have made the issue regarding the damp. The Firm was therefore required to make a payment to C as a goodwill gesture.

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 one of the kitchen walls had been damaged by damp, caused by a leaking pipe in the bathroom above. 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 area of damp was hidden behind where the fridge had stood. It also stated it was likely the leak had occurred after the survey had been carried out.

The Ombudsman examined the evidence and concluded that the surveyor did report the lead flashings in his report but that the damp was not reported. C was however aware of the damp at the property prior to purchase as C had obtained a damp report.

It was decided that the Surveyor had reported the lead flashings but the damp was not contained within the report. The Surveyor would not have been able to report the extent of the damp without carrying out destructive tests. No further action was required of the Firm.

18.5

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that there was insufficient support for the conservatory roof, this was mainly due to the conservatory being incorrectly constructed as gallow brackets detailed on the construction plans had not been used. This defect was discovered during remedial works to the box gutter. C complained to the firm, stating that this should have been picked up in the Homebuyers report. The firm did not agree, pointing out that there were no visible signs that there was insufficient support to roof and the surveyor would have been unable to conclude within the scope of the Homebuyer Survey and Valuation that the property had been built without gallow brackets.

The Surveyors Ombudsman examined photographs of the property at the time of the inspection. It was decided that the surveyor would not have been aware that the property had been constructed incorrectly and would only have been aware of the defect if there were visible signs of distress. The evidence suggested that there were no signs of visible distress that could have been discovered within the scope of the Homebuyer Survey and Valuation. It was accepted that the defect only came to light during the remedial works when a more extension inspection of the box gutter was carried out and possibly an additional load was added to the roof. In consequence, the Surveyors

Ombudsman decided it unreasonable to conclude the surveyor could have discovered the lack of support to the roof. An instance of poor customer service was identified because the Firm had failed to respond to C within the time limits laid down in its Complaints Handling Procedure. The firm was therefore required to provide C with an apology.

33.0 Party wall disputes

33.1

The firm was instructed under the Party Wall Act to complete the appropriate Notices and Award. C complained to the Firm, about a number of customer service issues, including delays, placing too much reliance upon what the neighbour said and failing to keep C updated. The Firm did not agree, and refuted the allegations. It pointed out that it had complied with its duties under the Act.

The Ombudsman stated that it was unable to consider the conduct under the Party Wall Act itself and would limit the investigation to deal with customer service issues only. The Ombudsman concluded that there were some shortfalls in customer service as there did not appear to be a clear explanation of what would the Firm would do and for what cost. There was also a failure to keep C updated in terms of the work, timescale and cost. There was also a failure to reply to some correspondence. The Firm was therefore required to make a payment to C as a goodwill gesture.

34.0 Plan preparation

34.1

C complained that the Firm had provided plans for an extension. However, when building works commenced it became evident extra works were required. C wanted the Firm to cover these costs. The Firm advised that C had proceeded with building works prior to seeking Building Control approval which was stipulated on the plans.

The Ombudsman found that C had clearly been warned of the need to get approval before commencing works. Therefore, the Firm was not required to contribute to the costs.

48.0 Property management - landlord

48.1

C paid SP for full property management in the letting of a house. The property is C's home as C works/lives abroad. C feels that SP mis-managed the property over a long period and this was a contributory factor in the tenants defaulting on the rent. C also complained that the property was unacceptably run down and C feels that SP failed to carry out and follow up on their property inspections correctly.

C also complained that SP failed to check the inventory and as a result furniture was removed from the house without permission. C says SP failed to follow the complaints handling procedure.

The Firm did not agree, and refuted the allegations. It pointed out that it had complied with its conditions of management and had taken steps beyond what was required of it.

The Ombudsman decided that SP had complied with its obligations and had taken steps in addition to those which were required of it and there was no evidence that SP had not taken all reasonable steps and updated C accordingly. Some instances of poor customer service were identified. For example, the Firm failed to respond to some of C's letters of complaint and did not fully exhaust 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 a Scheme 2 Valuation at a property C wished to purchase. C was unhappy that the report failed to mention the presence of a swimming pool and did not comment adequately upon the loft space and garage. Following C's complaint, a re inspection of the property was carried out and an amended Scheme 2 Valuation was issued. In addition, C complained that the Firm did not correctly value the property. The Firm considers that the information contained in the Scheme 2 Valuation was adequate.

The Ombudsman examined all the evidence provided by the parties. The Ombudsman considered that whilst the Firm did not have an obligation to inspect the swimming pool but it was noted that it would have been good practice to comment upon its presence. In relation to the garage and loft space, the Ombudsman was satisfied that the survey adequately commented upon the loft space and garage and the lack of accessibility to inspect it. Finally, a cursory investigation of the valuation was carried out and it was accepted that proper procedure had been followed and relevant information has been taken into consideration when the property had been valued. In recognition of the service shortfalls, the Firm was required to provide C with an apology and make a payment to C as a goodwill gesture.

50.2

The Firm carried a Homebuyers Survey and Valuation at a property C subsequently purchased. When C moved into the property, C discovered that there was a gap in the

double glazed window in the dining room as the outer pane of glass as too small and did not fit the window aperture properly. C complained to the Firm, stating that this should have been picked up in the Homebuyers Survey and Valuation Report. The Firm did not agree, advising that it as not a significant issue and therefore did not require reporting.

The Ombudsman examined photographs of the property and it was noted that there was a gap in the double glazed window which should have been noticed by the inspecting surveyor. Whilst in financial terms, this was not a significant defect; there was a question as to whether it was potentially an urgent defect. In any event, the firms Terms of Engagement states that it would report on other significant considerations such as potential sources of inconvenience. The Ombudsman determined that in the circumstances, the gap in the window should have been reported. Had the matter been reported, the Ombudsman considered it unlikely that C would have been able to negotiate a reduction in the purchase price. However, it was likely that C would have asked the vendor to rectify the problem prior to completion. The firm was therefore required to make a payment to C as a goodwill gesture.

51.0 Valuations

51.1

C had a Mortgage Valuation carried out by the Firm. C moved into their property and started decorating. C discovered that a supporting wall had been removed which caused a deflection to the ceiling above. The Firm explained that a false ceiling had been put up which concealed where the wall had been removed and there was no trail to suggest that a supporting wall had been removed.

The Ombudsman considered that the fact a supporting wall had been removed had been concealed and the defect only came to light upon exposure works, which were not a requirement of a Mortgage Valuation. The Ombudsman was on the opinion the defect would not have been spotted within a Mortgage Valuation inspection. The Ombudsman required the Firm to take no further action.

51.2

The firm carried a Mortgage Valuation at a property C subsequently purchased. When C moved into the property, C discovered a number of defects at the property that had not been reported in the valuation and C had discovered these when a potential vendor obtained a Building Survey.

C complained to the Firm, stating that this should have been picked up in the report and that C had lost a sale because C was not aware of the problems when C bought the house. The Firm did not agree, and refuted the allegations but did accept that woodworm should have been pointed out.

The Ombudsman concluded that there was no evidence that the items should have been reported within the scope of a Mortgage Valuation. As the Firm had conceded the woodworm the Ombudsman agreed an award should be made in that regard. The Firm was therefore required to make a payment to C as a goodwill gesture.