THE OMBUDSMAN FOR ESTATE AGENTS

O-E-A

Ombudsman

www.oea.co.uk

2004

ANNUAL REPORT

The Scheme

The Ombudsman for Estate Agents (OEA) Scheme became effective on 1 January 1998. The Scheme is open to all those firms of Estate Agents with a principal, director or partner who is a member of the National Association of Estate Agents (NAEA) or Royal Institution of Chartered Surveyors (RICS); to all corporate estate agents - defined as those who are subsidiaries of a bank, building society or insurance company, or are themselves quoted on the Stock Exchange; and to other Estate Agents who are sponsored and seconded by existing Member Agents.

The OEA Scheme offers an independent service for dealing with disputes between Member Agencies and consumers who are actual or potential buyers or sellers of residential property in the UK. The Ombudsman is independent of the Member Agencies and provides a free, fair and impartial review of complaints falling within his Terms of Reference.

The Ombudsman's role is to reach a resolution of unresolved disputes in full and final settlement - and, where appropriate, he will make an appropriate award of financial compensation.

A Consumer Guide, available in all Offices of Member Agencies, informs Complainants that:

"Your complaint may be considered by the Ombudsman where you believe a Member Agency has ...

... infringed your legal rights or not complied with the "OEA Code of Practice"

... treated you unfairly

... been guilty of maladministration (including inefficiency or undue delay)

in a way that results in you losing money or suffering inconvenience.

If the Ombudsman cannot help you because your complaint falls outside his terms of reference, he may provide advice as to any alternative procedure available to you."

The Consumer Guide makes clear what types of complaint fall into this last category.

The OEA has a Code of Practice, the provisions of which are mandatory on Member Agencies.

The Ombudsman will not normally review a case until the internal complaints procedure of the Member Agency involved has been exhausted. The Office of the Ombudsman will advise how to achieve this.

The Office Staff in March 2005 was:

Ombudsman	Mr Stephen Carr-Smith
Case Officer (Legal)	Mrs Kate Chandler
Case Officer	Mr Gordon Morris
Case Officer	Mr Colin Dixon
Operations Manager	Mrs Christine Rowland-Jones
Case Management Officers	Mrs Tracey Baldwin Miss Linda Jarvis
Initial Enquiries	Mrs Sue Hurst Miss Anya Browne Mrs Susan Russell Ms Kim O'Connell
Membership Secretary	Mrs Janet Fitzpatrick
Administrative Assistant	Mrs Lisa Priest

The Council

CHAIRMAN

THE RT HON GILLIAN SHEPHARD MP

Gillian Shephard became the Member of Parliament for South West Norfolk in 1987. She was a member of the Cabinet in Employment, Agriculture, and Education between 1992-1997. She is now a member of the Council of the University of Oxford, and a Director of the Coventry Building Society.

MEMBERS

JANE VASS

Jane Vass is an independent consumer researcher specialising in financial services. She was head of the Financial and Economic Research Group at the Consumers' Association from 1988 to 1993, and a member of the Financial Services Authority Consumer Panel until 2004. She is the author of a number of publications on personal tax.

BRIAN YATES

Brian Yates is a Chartered Engineer and a Director of an Engineering Company in the East Midlands which exports capital equipment. He is Chairman of the Consumers' Association, whose Council he joined in 1986. He is also a member of the Heathrow Airport Consultative Committee, the Fitness to Practice Panels of the General Medical Council and a lay member of the Immigration Appeal Tribunal.

DIANA WRIGHT

Diana Wright is a freelance journalist specialising in Personal Finance. She has a weekly column in The Sunday Times, dealing with readers' money problems and resolving their disputes with financial institutions.

MARY WILSON-JONES

Mary Wilson-Jones is a Consumer Protection Consultant and, prior to her retirement in 2002, worked for 14 years on consumer protection issues at the Office of Fair Trading. There she specialised in all aspects of estate agency and also worked closely with the Trading Standards Service. She is an Associate member of the Trading Standards Institute.

BILL MCCLINTOCK

Bill McClintock was appointed Chief Operating Officer for the Ombudsman for Estate Agents (OEA) Company Limited in January 2003. In addition to that role, he was appointed Chairman of OEA Limited from 1 January 2004. He has been connected with estate agency for 40 years and is a Fellow of the Royal Institution of Chartered Surveyors and a Fellow of The National Association of Estate Agents.

PETER BOLTON KING

Peter Bolton King is Chief Executive of the National Association of Estate Agents (NAEA). He has over 30 years of experience as a Chartered Surveyor and Estate Agent both in the Independent and Corporate sector where he also had particular responsibility for 'best practice'. As the Association's principal spokesperson, he is frequently asked by the media for opinion on property related matters and Estate Agency. He sits as the NAEA representative on many industry and Government working parties and forums, and is in close contact with other European, American and Worldwide property Associations.

Chairman's Foreword

I want to start by congratulating the Ombudsman and his staff on another year of enthusiastic and dedicated work. In his Report, the Ombudsman describes how the Scheme works from his point of view and gives an interesting insight into the process as a whole. In so doing, he illustrates just how carefully and in what detail, the work in the Salisbury office is done. Our thanks are due to him and the rest of the staff.

Thanks are due, too, to my fellow members of the Council. We are fortunate in having a Council with a wide range of skills - legal, legislative, and technical - with a real emphasis on the interests of the consumer. Individual members have put in a lot of time in helping the Ombudsman develop policy in many areas of the operation of the Scheme, as well as taking a very close interest in the new Customer Satisfaction Surveys which began in 2004.

But the really encouraging news in this Annual Report is that the Scheme looks set to make real progress in the next year or so. The Housing Act 2004 makes it mandatory for estate agents offering a Home Information Pack to belong to an ombudsman scheme. Furthermore, the National Association of Estate Agents has agreed to make it mandatory for all its members to join a scheme by 2006, and the Royal Institution of Chartered Surveyors has made a similar commitment.

Both of these developments should mean a big expansion of the Scheme's coverage next year. Encouragingly, we can also report that there has been a membership increase during 2004 of 197 companies with 430 additional offices, compared with the numbers at the end of 2003.

The Ombudsman in his Report also points out that the Council has endorsed the setting up of a wider, overarching redress scheme to embrace all residential properly activities - including buying and selling; letting and property management; and survey, valuation and home condition reports. Obviously, such a scheme would be ambitious, but from the consumer's point of view, it makes real sense.

And that, of course, is the point. The Council and the Ombudsman exist to protect the interests of consumers by providing them with the opportunity for independent redress. With very rare exceptions, we have had excellent support from the whole sector. Together, we can meet the challenge of an overarching scheme - although it may take a little time to achieve.

Ombudsman's Report

INTRODUCTION

Last year was a highly encouraging one for the OEA Scheme. There were a number of major breakthroughs during 2004, which could transform the Scheme and greatly extend its coverage of the market.

With the introduction of the Housing Act in November 2004, we have, for the first time, a statutory requirement for those estate agents offering Home Information Packs to belong to an ombudsman scheme. Although the Act does not specifically insist they join the OEA, and although there are severe limitations in its scope, it is a good start.

In addition, the National Association of Estate Agents (NAEA) is committed to making it mandatory for all their members to join an independent redress scheme by 2006; and although it has not yet set a firm deadline, the Royal Institution of Chartered Surveyors (RICS) has made a similar undertaking. Overall, we have high hopes that there will be a major expansion of the OEA Scheme over the next year.

In **Part 1** of my Report, I cover the Statistics for the year - and show that, following a dip in 2003, complaint levels have almost returned to their previous level.

In **Part 2**, I deal with Complaints Handling. I refer to a number of actual examples of cases we have dealt with (shown in **Annex C**) and highlight a number of specific "lessons to be learned". I also make clear exactly what my role is - to help complainants reach an agreed resolution to their dispute with the agent, which is accepted in full and final settlement of that dispute.

In **Part 3**, I explain the totality of the OEA process. I hope to give an insight into what we do, how we do it, and why we do it.

Part 4 deals with Communications and Feedback provided to the Member Agents.

Part 5 deals with the Office of Fair Trading's Consumer Codes Approval Scheme and details our progress towards receiving full approval for our Code of Practice, as well as our plans for further improvements in standards and the spreading of good practice.

Finally, in **Part 6**, I deal with some of the major issues that have impacted on the development of the OEA Scheme - including the OFT Study and the Housing Act - and I give some personal thoughts about the way ahead.

PART 1 - COMPLAINT STATISTICS

Almost Back to Normal

Last year, I reported that complaints levels had fallen for the first time since the Scheme began in 1990. During 2003, we dealt with more cases than we received, and were able to eliminate the backlog of cases waiting to be actioned.

In 2004, the number of complaints rose again, although they have not reached the levels we saw in 2002. Despite the rise, the backlog is still neglible.

2004 Complaint Levels

The full statistics are given in **Annex A**. In short, they show that:

- The total number of initial enquiries concerning complaints rose by 3% from 5,356 in 2003 to 5,500 in 2004.
- New cases received in the year rose by 13% from 462 in 2003 to 524 in 2004.
- The overall number of complaints for review fell by 13%, from 586 in 2003 to 508 in 2004.
- The proportion of cases appealed against has fallen slightly from 26.2% in 2003 to 24% in 2004.

PART 2 - COMPLAINTS HANDLING

The basic details of the Scheme are shown at the front of this Report.

Annex B describes how we deal with complaints, and includes a copy of the Complaints Form and my Guidance Notes to Consumers on how the Scheme operates, and how they should go about making their complaint.

Another key document of the Scheme is the Consumer Guide which is shown on our website (www.oea.co.uk) and is available in Member Agents' offices.

Complaints: Lessons to be Learned

Annex C gives a number of examples of actual cases we dealt with during the past year. From these, as well as from the hundreds of other cases and enquiries we handle during the year, a number of general issues arise which deserve to be highlighted.

1. Final Viewpoint Letter and Time Limits.

Two of the Scheme's basic constraints concern time limits: the substance of a complaint must refer to events that have taken place within 12 months of complaining to the Member Agent; and complainants have six months to bring their complaint to us from the date of the final viewpoint letter issued by the Member Agent concerned.

When Member Agents send their final viewpoint letter to the complainant, we often find that some of the wording used is misleading - including saying, sometimes inaccurately, what the OEA Office will do on receipt of a complaint.

During the year, we suggested to Member Agents that, having given their final viewpoint on the complaint made - which may or may not include a goodwill offer - they use the following closing paragraph:

"Should you not be satisfied with my response, I invite you to refer the matter to the independent Ombudsman for Estate Agents at: Beckett House, 4 Bridge Street, Salisbury, Wiltshire SP1 2LX. Tel No: 01722-333 306. His Office will then send you a Complaints Form and explain the procedure for the Ombudsman to investigate the matter further. I am required to point out that, should you choose to refer the matter to the Ombudsman, you should do so within six months of the date of this letter."

Unless this is done, I warned that I would not be bound by the agent's version of when the six months rule would apply - and would tend to take the side of the Complainant in deciding whether or not to accept the complaint for review.

In addition, I have also recently warned Member Agents that, should they change their final viewpoint, the six months starts again; and should a Member Agent refer a complainant to my Office when dealing with events outside the 12 month rule, I shall take it that the Member Agent wants me to overlook the 12 months constraint and to deal with the complaint.

2. Records and Progress Notes.

This is a topic I have covered in many previous annual reports, but unfortunately, I find it is still necessary to emphasise it. Where we can investigate a complaint, the records of the Member Agent are a crucial factor. The agent needs to be able to show us what actions he has taken, by producing firm evidence.

Such evidence comes from the Branch File dealing with the transaction, which the Member Agent is obliged to submit to my Office. The File needs to contain copies of the main documents dealing with that transaction, such as: Market Appraisal Notes; Confirmation of the Instruction; the Sales Particulars, approved by the Seller; the Viewing records; confirmation of Offers received; the Memorandum of Sale; notes of changes in the asking price, selling price or instruction; and the invoice.

While there has been some improvement over the last year, it still surprises me how many of these vital documents are missing from some of the files we receive, and I still make some adverse comment on record-keeping in many of the Case Reviews that leave my office.

I also remain concerned about the poor quality of the Progress Notes. It is absolutely vital for an agent to keep a contemporaneous record (either hand-written or on computer) of the outcome of significant events, telephone calls and meetings. It is especially important for an agent to be able to show what actions he has taken on behalf of his seller client in the period between acceptance of an offer and Exchange of Contracts.

Member Agents will know that, where their records do not show this vital information, I am usually inclined to accept the complainant's version of events.

3. Submission of Evidence.

I am pleased to report that more Member Agents now submit a covering letter with their files, explaining their side of the case. Such a covering letter goes a long way towards clearly demonstrating what an agent has done in addressing the complaint. An outline example of such a letter is provided at **Annex D**.

I urge all Member Agents to use this format; and the closer that they follow the format, the easier it is for us to understand their side of the case.

4. Cash Buyers.

As I reported last year, there continues to be a number of complaints about buyers who are wrongly described as 'cash buyers'. Sellers are attracted to cash buyers because they are likely to be able to exchange and complete quickly. Many sellers will, for that reason, give serious consideration to selling to a cash buyer at a lower price than other buyers; they want a quick sale.

I will repeat my view that a 'cash buyer' can only be described as such if he has realisable cash assets - that is:

- has cash in the bank, building society or other investments, which can be realised in a reasonable time (that is, in days or weeks, rather than months);
- OR he has actually sold a property - in other words, he has exchanged contracts and will achieve completion on his sale before exchange on his purchase - AND he does not require a mortgage to make up any difference in the purchase price of the new property.

He is not someone who has sold a property 'subject to contract'. To describe such a person as a cash buyer is misleading, and in my view, deliberately so. Agents need to ask the right questions so that the true status of a buyer can be properly established - and that information passed to the seller client.

Other Complaints Issues

1. Breaches of the Code of Practice.

I have an obligation to report to the Council when there appears to me to have been a single flagrant breach and/or persistent breaches of the Code of Practice by a Member Agent. Paragraph 13c of the Code of Practice puts the responsibility for the consideration of such breaches on the OEA Council.

However, in normal circumstances, I will not report these breaches to the OEA Council:

- until I have made my final decision on the Case Review;
- and I have received a response from the Member Agent concerned;
- and I remain dissatisfied with the Member Agent's final response.

In other words, I will not take any action until I have had a dialogue with the Member Agent concerned.

During this last year, I have had cause to write on eight occasions to the Managing Directors of Member Agents regarding potentially serious breaches to ask them to explain the circumstances, and to outline what actions they had taken to rectify the matter. I have been satisfied with all the explanations that were given - and I have not referred the Member Agents to the OEA Council. The breaches have included the following:

- "Sold" boards being erected as a matter of policy rather than "Sold, Subject To Contract".
- Not telling certain applicants that certain properties were available.
- Misleading agency agreement.
- Withdrawing a property from the market without consulting the seller (2 cases).
- Conflict of interest.
- Ignoring the complainant's letters of complaint.
- Claiming a fee that the Member Agent was not entitled to.

2. Customer Satisfaction.

During 2004, we started the first of what we hope will become regular Customer Satisfaction Surveys. I am broadly happy with the responses we received during the pilot survey concerning access to this Office and the process of dealing with complaints (less than 10% said that they had difficulties). We will continue to monitor this. However, it is clear that complainants' expectations of the outcome are sometimes ill-founded; they expect me to act as a regulator, who can impose punitive fines and really "sort out" erring estate agents. We do make it clear that my role, and that of my Office, does not extend to regulating the industry; but it seems the message is not getting through to all complainants.

So I want to reiterate that my role is simply to help complainants reach an agreed resolution to their dispute with their agent, which is to be accepted in full and final settlement of the dispute. We will be reviewing all the OEA documentation, and the language we use in our Case Reviews, to make sure that this message comes across loud and clear.

PART 3 - THE OEA PROCESS

It might be helpful if I describe how we go about the task of dealing with complaints and what I consider to be the ethos of the Scheme. In many ways, this is a re-statement of what the OEA Scheme is all about.

Undertakings by Member Agents

The ethos of the Scheme is set by the undertakings that each Member Agent gives when he joins the Scheme. There are three main undertakings:

- To subscribe to the OEA Code of Practice. This is a commitment to meet the standards of accepted good practice.
- To cooperate with the Ombudsman in his investigation of any complaints made against the agent.
- To abide by my decision - whether or not he agrees with it - and to pay any award of financial compensation I may make.

Such undertakings are not asked for lightly, nor are they given lightly; but they underpin the whole Scheme, and the consumer can have great confidence in it. Never, in nearly 15 years, has a Member Agent failed to honour an award made by the Ombudsman.

In-House Complaints Handling

However, before the OEA Office can deal with any complaint, it must first go through the in-house complaints handling process of the Member Agent concerned. This is because it is right that any complaint should be directed to the person being complained about - so that he may have the opportunity to put matters right.

There are three things that I look for to convince me that a Member Agent is conducting his own in-house investigation properly. The first is timeliness. Guidelines are set out in the Code of Practice - but what I am looking for is evidence that the Member Agent is genuinely trying to deal with the issue. That means, at the outset, recognizing that a complaint has been made, not being overly defensive, and doing all that is possible to resolve the matter as soon as possible. In a service-based industry, it is surprising how little attention seems to be paid to dealing with complaints. Very often, saying "sorry" at the right time - together with a real determination to make up for the lapse - will be sufficient.

The second (and this only applies to multi-office Members Agents) is to recognise when to stop dealing with the matter at Branch level, and to raise it higher - first to an Area Manager and then, if need be, to the Managing Director. I believe that if this is done properly, the complaint may well be resolved more easily. If a complainant is not satisfied with the response from the Branch Manager, and the matter is quickly referred to a more senior level, the complainant is likely to feel that the matter is being dealt with seriously, and that a degree of independence and objectivity is being introduced. Of course, there is an onus on the Area Manager and Managing Director to bring that proper level of independence and objectivity to their investigations and not merely to rubber stamp what has been said before.

The third is that, at the end of the in-house complaints process, the agent must give his "final viewpoint" of the complaint. This should be specific and clear; and should end by pointing out that, if that final viewpoint is not acceptable, the complainant has the right to refer his complaint to the Ombudsman within six months of the date of the final viewpoint (see Lesson 1 in Part 2).

OEA takes on the Case

Before we take on any case, my Initial Enquiries Team will ensure that it is a matter that we can and should deal with. They will ask four basic questions:

- Is the complaint against a member of the OEA Scheme? If not, we can do no more than suggest the complaint is referred to another body.
- Is the complaint one that I can deal with? If it concerns the buying and selling of residential property, then I can look at it. If it concerns commercial or agricultural property, then (in most cases) I cannot; nor can I if it concerns letting.
- Is the complainant an actual or potential buyer or seller of residential property? If it concerns an

agent complaining about another agent, I cannot deal with it.

- Finally, has the complainant been through - and exhausted - the in-house complaints process of the Member Agent? If not, we refer them accordingly. The only exception is where that process has taken longer than three months - in which case, I can deal with it.

Having ascertained that we can deal with the case, the Initial Enquiries Team will send the complainant a Complaints Form and some guidelines to help him (see **Annex B**). On receipt of the completed Complaints Form - which contains a signed authority from the complainant to allow us use information gained by us in our investigation of the case - we will send the Complaints Form to the Member Agent. This allows the Member Agent to see exactly what the complainant has complained to us about (it is not always necessarily the same as what he has complained to him about - embellishments or additions are not unknown); and it calls on the Member Agent to give his side of the case and to send us the Branch File dealing with that particular transaction. We now have a Case File and can investigate the case.

Enquiries

At some stage during the process, it is quite common for complainants or Member Agents to contact my Office and make enquiries about the case. If that is before we actually take on the case, such enquiries will be dealt with by my Initial Enquiries Team; if we have already taken on the case, they will be dealt with by my Case Management Team.

However, in both instances, my staff will only talk about the process - what is happening, and what will happen next - and will only advise on the generalities of the Code of Practice. They will not talk about the specifics of the case itself, for two reasons. Firstly, because they are not the ones that will be making the decisions on the case, they may not know the outcome at that stage, and they will not know the rationale behind any decision. Secondly, to be specific about a particular case with one party would be quite improper and could prejudice our independence and impartiality. So the rule to them is quite clear - be as helpful as possible in a general sense, but keep away from the specifics of any case.

The Task

Now that we have a case, what is our task? It is to help complainants reach an agreed resolution to their dispute with the Agent, which is to be accepted in full and final settlement of that dispute. How we go about the task is twofold.

Where we can, we seek to mediate and conciliate by getting the two parties to reconsider their positions. However, as both parties have already defined their final positions and reached a "deadlock" position, this is not always possible or easy. Therefore, in the vast majority of cases, we seek a settlement by conducting a Case Review, considering different versions of events, examining evidence and coming to a decision. That decision is binding on the Member Agent, but it is not binding on the complainant. I shall return to this aspect later.

Onus on Complainants

When we start to consider a case, the onus is initially on the complainant to present a reasonable complaint. This is sometimes hard to define, and the reality is that we take on all almost all complaints that are made.

However, that does not mean that all complaints are justified; far from it. On average, I do not support some 35-40% of all complaints - and a few of them I declare as frivolous and vexatious.

Onus on Member Agents

The onus then shifts to the Member Agent to provide evidence of his actions - where I consider that he ought to be able to do so. Let me give two simple examples:

- The complaint is that the Member Agent has not passed on an offer. It is not enough for the Agent to merely say that he has done so. He needs to provide me with evidence - in the form of a recorded Confirmation of Offer proforma on his Branch File - showing who made the offer, the amount, the date and time when it was made, and when it was sent to the seller together with the seller's response (COP 6a). In the next edition of the Code of Practice, I will be recommending that he also send a copy to the person making the offer.

- The complaint is about poor communication with the seller by the Member Agent. This is a frequent complaint - *"he was brilliant until I accepted the offer, then I heard nothing from him until he sent me the Commission Invoice at Exchange of Contracts"*. To address such a complaint, I shall need to see evidence of contemporaneous Progress Notes that record what actions the Agent took to monitor the progress of the sale and to report such actions to his seller client.

I regard such record keeping (in both cases) as a requirement of good practice - and a failure to keep such records as unprofessional. Where an agent is unable to produce evidence of his actions, I will usually tend to support the complainant's version of events.

However, there are many occasions where it is not possible for an agent to prove something - perhaps because it is more difficult to prove he didn't do something he is alleged to have done (for example, being verbally rude); or perhaps because of a genuine misunderstanding. In such circumstances, I am then presented with two different versions of events - and there is no other reliable supporting evidence to lead me one way or another.

Allegations of who said what to whom are notoriously difficult for me to consider or reach a formal decision with any reasonable confidence. I was not present at the time, I do not know precisely what exchange of words took place, and I do not know the exact context in which the exchange took place. Invariably, I am presented with two different versions - and I do not have the authority to take evidence on oath and cross-examine witnesses.

In such circumstances, I do not suggest what the complainant has said is not true; nor do I take what the Agent has said to be necessarily true. It is simply that I am in no position to come to a formal conclusion - on that particular complaint - and the only satisfactory way the truth can be decided is in a Court of Law. That does not, of course, prevent me coming to decisions on other complaints in the case.

However, if a Member Agent has had the opportunity to respond to a complaint, and does not do so, then I will tend to accept the complainant's version of events.

The Case Review Process

Once the Case File is complete, it is then taken over by the Case Management Team who see it through to closure. Their first task is to allocate the case to a Case Officer. The Case Officer then carries out an analysis of the allegations made by the complainant and the defence presented by the Member Agent. This analysis requires judgements to be made about my support of the complaint(s) and is presented to me in the form of a draft Case Review - with a recommendation as to the outcome and the level of any award to be made.

There are three basic outcomes:

- The first is that we do not support the complaint(s) and will not make any award of financial compensation. Over the last three years, we have not supported some 35% of all cases.
- The second is what we call a negotiated solution. This is where the Member Agent has already made a financial offer to settle the case, but it has been rejected by the complainant. We review the case and decide whether or not we support the complaints made, and whether the offer represents appropriate compensation. In some cases we find that it does; in others we make an increased award; in a few cases we make a reduced award; and in a very few cases we make no award at all - perhaps because we recognise that the Agent's offer of a settlement was a commercial decision just to get the Commission Fee paid. Over the last three years, some 25% of all cases have resulted in a negotiated solution.
- The third outcome is where we support the complaint(s) - in whole or in part - and make an award where the Agent has not made an offer. Over the last three years, we have supported some 40% of all cases.

A member of the Case Management Team will then check on all the detail contained in the Case Review and cross check it with supporting documents.

The draft Case Review is then presented to me as the Ombudsman. I will then consider the merit of the two sides of the case - and the Case Officer's rationale for reaching the recommendation as to the outcome and the level of any award to be made - and I will make my decision accordingly.

Thus, all Case Reviews are seen by at least three people before they leave the OEA Office - and all of them are signed off by me.

Key Principles

There are a number of key principles that my Case Officers and I bear in mind when we carry out a Case Review. Underlying everything is the fact that I am impartial and completely independent of both parties. The decisions that I come to are, of course, based on the evidence that is presented or available, and on the law. However, we also base our judgements on commonsense, on probability, and what I consider to be fair and reasonable under the circumstances. I am, therefore, prepared to deal in the "grey areas" in coming to a decision.

Criteria

In carrying out the Case Review, we are guided largely by the following criteria:

- Whether or not the agent has breached the Code of Practice.

- The principle that - as offers are accepted "subject to contract" - both parties can renegotiate the price or any conditions of sale and withdraw without penalty at any time until exchange of contracts has taken place.
- The principle that it is always the seller's decision - and not that of the agent - to whom and at what price a property is sold.

Awards

It is important to recognise that any awards that I make are of financial compensation - they are not punitive fines. I have no powers to punish estate agents - only to provide compensation when their failures disadvantage a complainant.

There are two broad categories that I will consider as I make my decision as to the level of award. The first is whether I consider that the complainant has suffered actual and proven financial loss as a result of wrong-doing on the part of the agent - and the emphasis is on "actual and proven". Let us take, for example, the case of a buyer who had his offer accepted and then set about having his survey carried out (at a cost of £500). If the seller then accepted an offer from a different buyer - and the agent had not told the first buyer of the new buyer (as the Code of Practice requires) - then I would regard the agent wholly to blame for that £500 loss. If, however, the agent had complied with the Code of Practice, and the first buyer still went ahead with the survey in the hope that he might still be able to make another offer acceptable to the seller - then I would not hold the agent to blame at all.

The second category is what is called undue and avoidable "stress and inconvenience" - which is much more subjective, and gives Ombudsmen from all schemes some problems. A number of factors come into consideration: the level of untoward stress that is suffered; any unnecessary inconvenience that the complainant has been put to; and any lost opportunity to buy or sell that has been denied to the complainant.

It is usual (but not invariable) that the events being complained about actually occurred. However, I have to decide whether the blame for what happened can be levelled against the estate agent, the solicitor, the mortgage lender, the "slings and arrows of misfortune" up and down the chain, or even the complainant himself - or any combination of these. It is only when I am satisfied that it is the agent who is wholly or partly to blame that I will make an award of financial compensation.

Representations

I send my Case Review first to the party that I find against. Thus, if I do not support the complaint, I send the Review to the complainant first; and if I do make an award, I send it to the Member Agent first.

This allows both parties to have an opportunity to comment on my decision and to make a representation if they do not agree with it. However, it is not sufficient merely to say that they do not agree with the level of my award - it is too high, or it is not high enough. A representation will only have a real chance of success if it can be shown that there was significant error in fact, or if significant new evidence is produced, either of which has a material effect on my original decision.

Thus I arrive at a final decision - which is then binding on the Member Agent. My decision is not binding on the complainant - who is perfectly entitled to reject it, and to pursue his complaint by whatever other channels he deems fit. However, if the complainant does accept my award, he does so in full and final settlement of his dispute.

Post Script

I have described the process as it now stands. However, if we get a large influx of new Member Agents into the Scheme - resulting in an increased workload - I will have to consider changes to the process. None of the basics will change, but one approach may be for me to authorise Case Officers to issue Case Reviews in their own right, and for me to deal with representations. As and when that situation approaches, I will keep the Council, the Board and Member Agents informed - as well as complainants.

PART 4 - COMMUNICATIONS & FEEDBACK

Quarterly Newsletters

These are produced every three months or so and usually follow an OEA Board Meeting. They consist of two parts:

- News from the OEA Board, with matters of interest to Member Agents that have been discussed at the Board Meeting.
- And news from my Office, giving my views on issues dealing with Complaints and Complaints Handling.

The Newsletters appear on the OEA website, and are also sent out by e-mail to Member Agents.

Feedback to Member Agents

As usual, I held a series of meetings at the Salisbury Office in the Spring with each of the larger Member Agents' Complaints Handling Teams. The aim of these meetings is to discuss with them individually how they measure up to Best Practice. These meetings are, I believe, of benefit to both parties. The programme for 2005 has already been set.

In addition, I am always prepared to visit new Member Agents with 10 or more offices just before or after they have joined to "induct" them into the Scheme - mainly by explaining what I expect of them, and what they can expect of the OEA Office.

However, I also always try to do what I can to provide information and feedback about the Scheme to the smaller agents. In the past, I have arranged for a series of sessions around the country, but they were not well attended. If the demand is there in the future, I will be delighted to respond.

PART 5 - THE CODE OF PRACTICE

We have now been operating the current Code of Practice for nearly two years. I am happy to report that - from the point of view of my Office - it has gone down extremely well.

Consumer Codes Approval Scheme

During the year, we made steady progress towards achieving 'Stage 2' approval for our Code under the Consumer Codes Approval Scheme run by the Office of Fair Trading. Achieving Stage 2 approval means that all those estate agents who belong to the OEA Scheme and subscribe to the OEA Code will be allowed to display a nationally recognised and OFT approved logo - a logo which is the hall mark of the "good trader".

In order to achieve this approval, the Scheme has been required to demonstrate that Member Agents are complying with the Code through a compliance monitoring process. This is undertaken by a monthly random monitoring of a sample of members' offices, equating to 20% of the membership in a full year - under arrangements made by the OEA Company Ltd Chief Operating Officer, Bill McClintock.

Whilst there were some initial problems in persuading Members Agents to participate fully in this process, in the last half of 2004 we achieved almost 100% participation.

The results of the compliance monitoring process show that sellers believe that Member Agents are complying with 87% of the Code requirement, whereas the figure for buyers is 80%. With regard to the overall satisfaction levels with the service provided by Member Agents, the figures are 88% for sellers and 83% for buyers.

The Scheme made its formal application to the OFT for Stage 2 approval in December 2004 and we hope to be granted approval during the first half of 2005.

Proposals for Improved Standards

My Office has developed a number of proposals for improved standards that have been endorsed by the OEA Council and are being considered by the OEA Board. As and when those proposals are endorsed by the OEA (in whole or in part), it is hoped that they will also be agreed by the National Association of Estate Agents (NAEA) and the Royal Institution of Chartered Surveyors (RICS) and then be incorporated into a revised Code of Practice as the standard for the entire profession.

PART 6 - DEVELOPMENTS IN THE SCHEME

Membership

At the end of 2004, 989 companies belonged to the Scheme, covering 4,761 offices. Although new members joined during the year, some others left, and some branches of the larger members closed down. Overall, the membership figures show an increase of 197 companies with 430 additional offices compared to the end of 2003. In terms of the number of offices, this represents 45% of the total of estate agents in England and Wales, and 40% for the UK.

The full list of member agencies is shown at **Annex E**.

There were two major events that occurred during 2004 that are likely to have implications for significant expansion to the OEA Scheme.

The OFT Study

The first was the publication of the Report of the Study into the Estate Agency Market by the Office of Fair Trading (OFT) in March 2004. The OFT's investigation was launched in June 2002, prompted at least partly by figures published in my Annual Report for the previous year, which showed a big increase in complaints against agents who were not members of the OEA Scheme. The OFT's remit was to look into the current legislation and practice of estate agency to see if the market was working well for consumers.

During the period of consultation, we argued strongly for a single independent redress system based on a single code of practice for the sector, which we believe would produce many advantages both for consumers and also for agents themselves.

We were disappointed that this suggestion was not taken up. While the Report was highly critical of a number of estate agency malpractices, and called for higher standards to be achieved, it largely failed to make any positive recommendations to improve the situation.

The Department of Trade and Industry was due to issue a formal response to the Report last summer, but this has been delayed, partly because of the second major event - the Government's Housing Act.

The Housing Act

The Housing Bill was launched at the end of 2003. The relevant part as far as estate agents were concerned was Part 5, which would make it a statutory requirement for all agents, when marketing a residential property, to do so using a Home Information Pack (HIP).

At a relatively late stage in the Bill's progress through Parliament, an amendment was introduced to this part of the Act requiring that there should be an independent redress scheme for consumer complaints concerning the HIP.

The OEA lobbied hard for this requirement to cover all aspects of the buying and selling process, not just the HIP. We pointed out that, as the amendment stood, the OEA would have to operate two separate Codes of Practice and, in effect, run a two-tier redress system - which would hardly be beneficial to consumers. But despite supportive remarks by government ministers, and as far as we can tell, cross-party support for our view, nothing in the Bill was changed, and it received Royal assent in November last year.

We have been told that, during 2005, there will be a complete review of what HIPs entail (including redress) followed by a trial conducted during 2006, before their planned introduction in 2007. On the assumption that the Secretary of State decides to call up those powers under the new Act (and that is not certain) - we will have to live with the narrow, HIP-only aspects of the Act. However, I believe that, if the Government is to honour its ministers' views, then it should urgently find the parliamentary time to rectify these shortcomings.

The Way Ahead

But the legislative route is not the only avenue being pursued.

In July 2004, the NAEA agreed that all its members would have to join an independent redress scheme by the beginning of 2006. We already have some 609 NAEA Estate Agents (with 1,154 offices) in the OEA Scheme - and we, as well as many NAEA members, believe that it makes no sense for the remainder to look elsewhere. We hope that they will make an early - and hopefully positive - decision in 2005.

In January 2004, the RICS embarked on a Pilot in Scotland for an Ombudsman Scheme for their members. As part of this Pilot, I signed a Memorandum of Understanding with the RICS Pilot Ombudsman - part of which was that complaints against Scottish-based RICS Estate Agents would be referred to my Office to deal with. From this, we have high hopes that - when the Pilot finishes in the middle of 2005 - all the non-OEA RICS Agents will join the existing 213 RICS Agents (with 648 offices) already in the OEA Scheme.

If both the NAEA and RICS were to make it mandatory for their remaining Agents to join the OEA Scheme, we will then have about 75% of all estate agents in the Scheme who, voluntarily, submit themselves to independent scrutiny and for their actions to be measured against a robust Code of Practice.

We are not there yet; the Act making independent redress statutory (albeit with limited scope) has come into being, but it requires the Secretary of State to put in place secondary legislation to call up the powers in it; and the RICS and NAEA have yet to decide on the way ahead for their non-OEA Members. But things are looking brighter now than they were a year or so ago for the house buying and selling consumer in terms of access to independent redress.

Broadening the Scheme

At present, there is no established independent redress system for dealing with complaints arising from the letting of residential property, although it is clear there is a consumer demand for this. However, there have been a number of recent developments in this area.

One of these was a Lettings Trial conducted by my Office in conjunction with the NAEA. Whilst it concluded that the OEA could take on such complaints, a concurrent development suggested a better option.

The Association of Residential Letting Agents (ARLA), in conjunction with the NAEA and RICS, have formed a company called the Tenancy Deposit Scheme for Residential Agents (TDSRA) dealing with tenancy deposits. In recent months, TDSRA has announced that it intends to consider expanding this into an independent redress scheme for lettings.

As a result of these developments, the OEA Council concluded that the way forward is to set up a wider scheme - a Residential Property Ombudsman Service (RPOS) - which will cover all areas of residential property activities including buying and selling, letting and property management, and survey, valuation and home condition reports.

I firmly believe that the RPOS is the correct route to go, rather than merely an enlarged OEA Scheme. The aim should be to create a new independent redress body in which a number of stakeholders would be involved - including NAEA, RICS and ARLA.

The Financial Ombudsman Service (FOS) - which brought the separate Banking, Insurance, Pensions, and Investment schemes together under one roof - could be used as the model. An RPOS could comprise: a buying and selling Ombudsman; a letting and property management Ombudsman; and a surveying, valuation and Home Condition inspection Ombudsman; all under a single system of governance and sharing centralised services.

The OEA can provide a contribution to a future Residential Property Ombudsman Service in three main areas:

- It can provide experience in Ombudsman governance.
- It can run the buying and selling arm of the organisation.
- It can provide assistance to the other two ombudsman arms in developing an independent redress ethos and a compensation culture.

I do not underestimate the challenge involved in setting up such a scheme, but I believe that it is the right way forward, and will be of benefit to both the Consumer and the Industry. Soundings from the DTI, the Office of the Deputy Prime Minister, and the OFT have all proved encouraging.

A Single Voice for the Industry

Over the time that I have been Ombudsman, I have been struck by the fact that there is no single body that represents all those involved in the profession of residential property. There is no single body that can lobby government on the industry's case, or to which the government can turn when it wants the industry to "get its house in order". A single body could also, perhaps, take on other "regulatory" responsibilities - such as the sponsorship of codes of practice and the setting of standards for compliance monitoring.

Some form of Council - involving senior membership from the NAEA, RICS, OEA, ARLA and non-industry figures - could address the issues of the day (and more importantly of tomorrow) and, I believe, could more effectively convey a message of an industry that knows where it is going - to the government, to consumers and to the media - much better than at present.

CONCLUDING REMARKS

The aim of my Office is to deliver a prompt, user-friendly and efficient service - and to produce consistent, fair and reasonable decisions - at considerably less cost and difficulty than taking matters to Court. We aim to communicate the way by which we approach our Reviews through reasoned judgement and regular feedback to Member Agents. By doing this, we also aim to identify and spread best practice.

I would like to pay tribute to the Chairmen and Members of both the OEA Council and the OEA Board - I could not have received better support and encouragement from them.

I would also like to acknowledge the sterling efforts of my colleagues at the Salisbury Office. They consistently toil hard to produce increasing amounts of high quality work.

I end with the same message that I have been giving for the past six years. I urge the residential property buying and selling public to seek out, through advertisements and the OEA website, an estate agent who is a member of the Scheme and who displays the OEA logo. To Member Agents, my message is for them to promote the advantages of the Scheme and publicise their membership at every opportunity. Our joint aim must be to make non-member agents aware of the commercial advantage of becoming members of the Scheme - a Scheme by which consumers can feel increasingly confident in receiving a truly professional service from Member Agents.

Overall Annual OEA Statistics Summary

	1998	1999	2000	2001	2002	2003	2004
GENERAL ENQUIRIES	**1002**	**761**	**781**	**913**	**800**	**896**	**1040**
COMPLAINT ENQUIRIES AGAINST ESTATE AGENTS							
Against non-Member/Letting Agents	2034	2034	2161	2878	3439	2650	2564
Against Member Agents outside Terms of Reference	146	143	409	678	717	318	305
Against Member Agents within Terms of Reference	1174	1516	1896	2006	2306	2030	2320
Insufficient information as to Member/non-Member Agent (1)	187	196	0	0	0	358	311
Total	**3541**	**3889**	**4466**	**5562**	**6462**	**5356**	**5500**
NEW CASES RECEIVED DURING YEAR (NR = not recorded)	**NR**	**NR**	**523**	**520**	**615**	**462**	**524**
CASES REVIEWED DURING YEAR	**295**	**336**	**501**	**550**	**563**	**586**	**508**
REPRESENTATIONS DURING YEAR	**27**	**38**	**109**	**149**	**180**	**156**	**122**
As a % of Cases Reviewed	**9**	**11**	**22**	**27**	**32**	**27**	**24**
CASES CLOSED DURING YEAR							
Findings							
Outside Terms of Reference/Withdrawn	1	3	16	4	4	12	12
Against Complainants	140	161	169	189	239	211	143
For Complainants	150	152	297	358	340	360	352
Total	**291**	**316**	**482**	**551**	**583**	**583**	**507**
Awards							
£1-99	27	20	23	39	44	41	36
£100-499	89	104	240	264	245	254	225
£500-999	20	19	25	37	29	41	51
£1000-2999	13	9	7	15	17	17	33
Over £3000	1	0	2	3	5	7	7
Total	**150**	**152**	**297**	**358**	**340**	**360**	**352**
NO OF MEMBER AGENTS IN OEA SCHEME - BY OFFICES (2)	**2627**	**2750**	**4221**	**4197**	**4251**	**4331**	**4761**

Note 1: With the changeover to the RESPOND database in 2000, these statsistics were not kept separated until the Upgrade in Nov 2002.

Note 2: As at 1 January 1998 (the date the OEA replaced the OCEA) there were 2088 Offices in the Scheme.

General Statistics

		2003	2004	% Difference
1	**GENERAL ENQUIRIES**			
	From Estate Agents - Enquiring about the Scheme	490	679	
	From the Media	96	84	
	From the Public	310	277	
	Total	**896**	**1040**	**16**
2	**COMPLAINT ENQUIRIES AGAINST ESTATE AGENTS**			
	a. Complaints against non Member Agents	2650	2564	
	Sub Total 1	**2650**	**2564**	**-3**
	b. Complaints against Member Agents Outside Terms of Reference (eg mortgage, lettings, surveys, out of time)			
	Sub Total 2	**318**	**305**	**-4**
	c. Complaints against Member Agents Within Terms of Reference (1)			
	From Complainant who is a Seller	1234	1479	
	From Complainant who is a Buyer	681	729	
	From Complainant who is a Seller & Buyer	78	69	
	Complainant unwilling to state whether buyer or seller	37	43	
	Sub Total 3	**2030**	**2320**	**14**
	d. Complaints unwilling to state whether Member/Non-Member			
	Sub Total 4	**358**	**311**	
	e. Complaints against all Agents — TOTAL Sub Totals 1-4	**5356**	**550**	**3**
3	**COMPLAINTS REVIEWED - CASES DEALT WITH IN YEAR**			
	a. Workload (ie New Cases Received in Year) (1)	**462**	**524**	**13**
	b. Productivity:			
	Cases Reviewed in Year **(2)**	586	508	**-13**
	Appeals Conducted in Year **(3)**	156	122	**-22**
	TOTAL	**742**	**630**	**-15**
4	**CASES CLOSED IN YEAR = OUTCOME (2)**	583	**507**	**-13**
	a. Description of Complaint			
	Seller	414	385	
	Buyer	139	103	
	Seller & Buyer	30	19	
	TOTAL	**583**	**507**	**-13**
	b. Findings:			
	Outside Terms of Reference/Not Pursuing	2	8	
	Resolution achieved by MA & Complainant before formal OEA Review	10	4	
	Against Complainants (no Award made)	211	143	
	Sub Total 5	**223**	**155**	
	For Complainants (Award made - Member Agent made NO Offer)	214	271	
	For Complainants (Award made - Member Agent made offer) (4)	146	81	
	Sub Total 6	**360**	**352**	
	TOTAL Sub Totals 5-6	**583**	**507**	**-13**
	c. Size of Awards			
	£1-99	41	36	
	£100-499	254	225	
	£500-999	41	51	
	£1000-2999	17	33	
	£ Over 3000	7	7	
	Total	**360**	**352**	

NOTES

1 This represents the Workload for the year - started by the receipt of the Complaints/Waiver Form from the Complainant.

2 The number of Cases Closed will always differ slightly from the number of Cases Reviewed.

3 Those Cases where either the Complainant or the Member Agent has commented on the Finding.

4 Cases where the Ombudsman endorsed, increased or lowered offers already made by MAs. Also includes 7 "early resolutions" cases.

Web Site Hits: For 2000 - 17,165. For 2001 - 19,941. For 2002 - 89,163. For 2003 - 127,893. For 2004 - 115,906

Highest Awards: To date (1994) - £13,100. In 2001 - £5,000. In 2002 - £6,603. In 2003 - £7,461. In 2004 - £5,000

Nature of Complaints within Terms of Reference

Initial Enquiries/Complaints

	2003	2004
Maladministration	1716	1999
Commission/Fees	671	826
Sales Particulars	429	503
Viewings	192	225
Buyer's Finances	170	219
Communication of Offers-Buyer	204	172
Initial Valuation for Sale	152	152
Sale Boards	107	102
Conflict of Interest	128	85
Communication of Offers-Seller	84	75
Keys	72	68
Unfair Bias Towards Other Party	38	47
Offer of Services	18	31
Request for Identification (new since Aug 2004)	0	14
Discrimination:		
Racial	6	8
Unspecified	8	1
Gender	2	1
Disability	1	1
Sealed Bids	0	0

Cases Formally Reviewed

	2003	2004
Maladministration	539	580
Commission/Fees	305	283
Sales Particulars	165	175
Buyer's Finances	87	107
Viewing	98	83
Sale Boards	42	51
Initial Valuation	75	49
Keys	37	43
Conflict of Interests	41	37
Communication of Offers-Seller	43	28
Communication of Offers-Buyer	39	22
Unfair Bias Towards Other Party	16	19
Gazumping	0	16
Discrimination:		
Offer of Financial Services	0	4
Racial	0	2
Gender	0	1
Disability	0	1
Request for Identification (new since Aug 2004)		2

N.B.

1. Where it has been possible to identify more than one main element within an individual complaint, all have been included in the statistics above.
2. Maladministration is a "catchall" complaint which normally includes other categories as well.
3. Figures are shown for 2004 in descending order.
4. The top issues for sellers are: commission fees, buyers' finances (poor financial evaluation), and viewings.
5. The top issues for buyers are: sales particulars, and failing to deal effectively with offers to buy the Property.

Reference:

OEA Complaints Form

This is the Form you need to complete if you want the Ombudsman for Estate Agents to look at your Complaint.

- Remember – you must have complained to the Estate Agent **FIRST** and have received a Final Response.
- The Ombudsman can **ONLY** deal with those complaints that you have **ALREADY** put to the Agent.
- For help filling in this Form, please read attached **GUIDANCE NOTES**.
- You can **DOWN-LOAD** this Complaints Form from our Website on www.oea.co.uk

PART 1	GENERAL DETAILS			
	Your Details		Complete if this is a joint complaint	
First Name		Title:		Title:
Surname				
Address for correspondence (including postcode)				
Daytime Phone No				
Fax:		E-mail:		

I am complaining as (Circle YES/NO as Appropriate)	
A successful Seller:- (ie Completion achieved) **YES/NO**	A successful Buyer:- (ie Completion achieved) **YES/NO**
A potential Seller:- (ie Completion NOT achieved) **YES/NO**	A potential Buyer:- (ie Completion NOT achieved) **YES/NO**

PART 2	THE ESTATE AGENT AND PROPERTY CONCERNED
Name and Branch address of Estate Agent	
Address of Property concerned	

PART 3 — **MY SPECIFIC COMPLAINTS AGAINST THE ESTATE AGENT ARE:**

Please use a single sentence to specify each separate type of complaint (not each separate instance of the same type of complaint). Please do NOT say "See attached papers" or similar. It is important, in the Ombudsman's consideration of your complaint, that you make the complaint(s) clear at this stage.

1.

2.

3.

4.

5.

(If you need more space, please continue on a separate piece of paper and attach it to this form)

NB.

1. **The Ombudsman can ONLY deal with specific complaints that you have already put to the Agent.**
2. **The details and supporting evidence come in Parts 4 & 5.**

PART 4	THE OUTLINE CASE HISTORY IS AS FOLLOWS:
Please give a brief summary of the relevant key events - with dates – of the transaction or dispute with the Agent. **If you are a Seller:** (or Potential Seller) you may wish to include all or some of the following - as applicable: • Valuation Process. • Agency Agreement. • Sales Particulars. • Marketing of Property. • For Sale Boards. • Offers - rejected/accepted. • Problems of transaction. • Communication with Agent. • Exchange & Completion. • Receipt of Commission invoice. • Paid or not Paid. • Problems – Complaint Process. • Goodwill Offer made. • If so – why rejected. • Exhausted Complaints Process (their final letter is attached). **If you are a Buyer:** (or Potential Buyer) you may wish to include all or some of the following as applicable: • Offer made – accepted. • Offers satisfactorily handled. • Survey. • Mortgage and Lender. • Problems of transaction. • Communication with Agent. • Exchange & Completion. • Problems – Complaint Process. • Goodwill Offer made. • If so – why rejected. • Exhausted Complaints Process (their final letter is attached).	**This is your chance to tell your side of how the transaction went – and to explain the context in which you have made your complaint. To help you, some of the actions that you may wish to refer to (either as a buyer or a seller) are shown on the left. Please be as specific with details as you can (eg dates, times, names).** **If you would prefer to type or write this on a separate page – please do so.**

PART 5	I AM PROVIDING THE FOLLOWING SUPPORTING EVIDENCE:
Please attach all correspondence between yourself and the Estate Agent that you consider relevant.	• • • • •

PART 6	I WOULD LIKE THE ESTATE AGENT TO:
Please specify what you think the Estate Agent should do to put things right.	

PART 7	WE ALSO NEED TO KNOW

1. **FINAL RESPONSE.** Have you received this **in writing** from the Agent? **YES NO**
   - If **NO**, you must go back to the Agent and follow his internal Complaints Procedure.
2. **IF YOU ARE A SELLER.** Have you paid the Agent's Commission Fees? **YES NO PARTIAL**
   - If **PARTIAL**, how much? £...............
3. **GOODWILL OFFER.** Has the Agent made you one? **YES NO**
   - If **YES**, how much was the offer? £...............
   - Did you accept the offer? **YES NO**
   - If it has been accepted in Full and Final settlement we cannot look at your complaint.
4. **COURT PROCEEDINGS.** Are there any Court Proceedings taking place? **YES NO**

PART 8	YOUR PERMISSION FOR US TO GO AHEAD

I would like the Ombudsman for Estate Agents to consider my complaint. I understand that:

- You will need to consider personal details about me, which could include sensitive information, for example, relating to health matters, in order to deal with my complaint effectively.
- You may need to exchange information about my complaint with other organisations (for example, to find out or check important facts relating to my Case).
- You handle complaints in a different way from courts – not requiring people to attend hearings in person, but resolving disputes by correspondence.
- You may publish examples of where things can go wrong, based on actual Cases, but you will always respect my privacy and keep my personal information confidential.
- Information might be retained for statistical analysis, for internal training purposes, as a source of precedents or to assist in the investigation of future complaints.

I authorise the release to the Office of the Ombudsman for Estate Agents copies of all relevant documents relating to my complaint against the Estate Agent.

Note: In the case of <u>co-sellers</u> both should sign below.

Signature: .... **Date:** ....

Signature: .... **Date:** ....

Note: This Form needs to be witnessed by an adult (over 18 years old). It can be a friend or neighbour; it does not need to be a professional person.

Witnessed By:

Name (Block Letters): .... **Signature:** ....

Address: ....

....

Submitting a Complaint to the Ombudsman for Estate Agents

When your Case is assigned to a Case Officer, all he/she knows about it is whatever is contained in the Case File. It is in your best interest, therefore, to prepare your complaint as carefully and as clearly as you can. **We suggest that you use these tips to help you do this.**

If possible, please submit your case in typewritten form.

It really helps us and it speeds things up. The Complaints Form can be downloaded from the OEA website (www.oea.co.uk) as a Word document.

Be specific in telling us what you are complaining about.

The Ombudsman will review your complaint against various criteria – see attached - and it is helpful if you can say which of these the Estate Agent has failed to meet. For example, if you feel that your Estate Agent was not up to scratch in three areas (eg lack of communication, poor security of keys, failing to erect a For Sale board) you should list them as three separate types of complaint in Part 3 of the Complaints Form, giving details in each case.

Where you can do so, it is always helpful if you can refer to the specific paragraph in the Code of Practice that you feel has been breached. We have sent you a copy, along with the Consumer Guide - and these are also on the OEA website.

Give a case history.

A brief chronological outline of the major events of your case - including dates, names and events - will all help the Case Officer understand what happened from your point of view.

Submit all the evidence that you can to support your complaint.

This will include your answers to any points raised by the Ombudsman's Office during the review process (such as details of anybody who is prepared to provide information that could assist your complaint). Remember, if you make a complaint or an allegation against the Estate Agent, this stands a greater chance of success if you can support it with some form of evidence.

Part 8 of the Complaints Form.

Don't forget to fill this in. It gives us permission to get the Agent's File of the transaction and to use the information in it to review your complaint. We cannot go ahead without this. Please remember to get it witnessed.

Your Assurance.

You can be sure that your Complaint will be reviewed thoroughly and fairly – and the Ombudsman's final decision will be based entirely on the merits of the Case.

Now please return this completed form to us at:

Ombudsman for Estate Agents
Beckett House
4 Bridge Street
Salisbury
Wiltshire
SP1 2LX

Please check that you have:

- ✓ Included everything you want to tell us about your Complaint.
- ✓ Enclosed a copy of the Estate Agent's final response.
- ✓ Enclosed all the relevant documentation.
- ✓ Signed and had witnessed Part 8.

A COPY OF THIS FORM WILL BE SENT TO THE MEMBER AGENT

Guidance for Complaints

What will the Ombudsman do?

The Ombudsman will look into your complaints to see if he can resolve your dispute in full and final settlement. Sometimes, it may be possible to do so by mediation - by helping you and the Agent towards a settlement that you can both agree on. Mostly, he will examine both sides of the dispute and arrive at a Decision. Where he supports your case, he will also consider an appropriate award of financial compensation.

Any award that the Ombudsman makes in your favour is to compensate you for the disadvantage you have suffered and that he feels that you deserve in your particular case. It is not to punish the Agent. The Ombudsman has no remit to impose punitive fines on erring estate agents. He is not the Regulator of the profession of Estate Agency.

So, the Ombudsman will seek to resolve your dispute with the Agent; he may make an award of financial compensation where appropriate; and if you accept his award, you do so in full and final settlement of your dispute.

What cases can the Ombudsman deal with?

The Ombudsman can only consider complaints against estate agents who are members of the OEA Scheme. He has no jurisdiction over the actions of solicitors, surveyors or financial advisors - even if they are associated with that estate agency.

What happens when you receive my Complaints Form?

We send a copy to the Agent - and ask for his file and his version of the events. Together, this will then become an OEA case. Only in a few cases will it be necessary for someone from this Office speak to you directly. A Case Officer will then undertake a formal review of your complaint - largely based on the documents from both sides, but he may also make other enquiries. The Case Officer will then present his recommendations in a written Case Review to the Ombudsman for his decision.

What if the Agent has made me an Offer?

If the Agent has already made you any form of financial offer to settle your dispute, that offer lapses on referral of your complaint to this Office. It may or may not be reinstated. The Ombudsman will come to an independent decision on the issue.

In the process of the Case Review, we will consider whether or not that offer represents appropriate compensation for your complaint.

What level of proof do I have to provide?

Please note that, even though we have accepted your complaint, this does not mean that the Ombudsman will necessarily support you. That depends on the strength of your side of the case and what evidence there is to support it.

The Ombudsman needs to be convinced that the fault - in whole or in part - is the Agent's. It may be that the fault lies elsewhere - eg with solicitors, building societies, or with the other party (buyer or seller), or even with you. That will be established in the Case Review.

It will not be sufficient for you to merely make an unsupported allegation against an Agent. The Ombudsman will need to be convinced that there is some reasonable substance behind your allegation. Any proof that you can provide will substantially help your case.

Where your allegation can be refuted by documentary evidence in the Agent's records, the Ombudsman is likely to reject your version of events. However, where the Agent is unable to provide documentary evidence to refute your allegation (where the Ombudsman believes they should be able to) he is likely to support your version of events.

How will the Ombudsman judge my complaints?

In carrying out his Review, the Ombudsman is guided largely by the following:

1. Whether the Agent breached the OEA Code of Practice.
2. The extent to which the Agent fell short of the following basic principles:

- An Agent's primary responsibility remains at all times to his client (the seller), while retaining a duty of care and fair treatment to all prospective buyers.
- The Agent has a legal obligation to forward all offers received for a property to the seller, unless these are of an amount or type which the seller has specifically instructed the Agent, in writing, not to accept.
- Offers are accepted "subject to contract" and both the buyer and the seller can renegotiate the price or any conditions of the sale, and withdraw without penalty, at any time until exchange of contracts has taken place.
- It is always the seller's decision, and not that of the Agent, to whom and at what price a property should be sold.

However, unlike in a court of law, the Ombudsman has no power to cross-examine witnesses under oath. If one party says "white" and the other says "black" - and there are no other reasonable grounds upon which the Ombudsman can safely come to a decision on the matter - he may well not be able to come to a formal decision.

He will always try and use common sense and arrive at a decision based on what seems to him to be fair and reasonable in the circumstances.

What happens if the Ombudsman supports my Complaint?

If the decision is to support all or part of your complaint and make an award of compensation in your favour, the

Case Review with that decision is first sent to the Agent - who has 14 days to accept the decision or make an appeal. If the Agent appeals, this is considered and the Case Review may be amended as necessary.

The Case Review is then sent to you - and you have 28 days in which to accept the decision, or make your own appeal.

What if the Ombudsman does NOT support my complaint?

In that case, the Case Review containing that decision will be sent to you first.

What if I do NOT agree with the Ombudsman's decision?

You can make a representation, within 28 days. However, the Ombudsman will only re-consider his decision if:

- You can show that there was a significant error in fact that would have had a material effect on the decision.
- Or where you can produce significant new evidence that will have a material effect on the decision.

If you are unable to show us either, we will not be able to help you further.

Please note that the OEA Scheme is designed so that complaints start and finish with the Ombudsman. There is no avenue for further review of your Complaint within the Scheme.

If the Ombudsman supports my complaints, what can he do?

Firstly, he can criticise the Agent for any failings or breaches of the Code of Practice. This is normally confined to ensuring that he looks at his procedures and supervision, so that such failings are reduced or eliminated. More rarely, such criticism can result in the Ombudsman reporting a serious breach of the Code to the OEA Council for their further action against the Agent (which could lead to dismissal from the OEA Scheme).

Secondly, and more importantly from your point of view, he can make you an award under the OEA Scheme. Please note that the purpose of this award is to compensate you. Even though it will be paid by the Agent you are complaining about, the award is not made to punish the Agent - that is not the Ombudsman's role.

The Ombudsman can make awards up to £25,000. He will do so if he is convinced that you have suffered:

Actual, proven financial loss as a direct result of actions or inactions by the Agent. Please note the words "actual" and "proven".

Undue and avoidable stress and inconvenience - over and above what is a stressful and inconvenient process at the best of times.

To give you an idea of the size of awards he makes, this was the range made in 2004:

£1-99	36
£100-499	225
£500-999	51
£1,000-2,999	33
Over £3,000	7

What happens if I accept the Ombudsman's award?

If you accept the Award, you do so in **full and final settlement** of all the complaints against the Agent upon which he has made a formal judgement.

Can I accept the award and still go to the courts?

By acceptance of the award, you agree to the full and final settlement of your dispute with the Agent - and you will be asked to sign to that effect. The OEA Scheme (recognised by the courts as an Alternative Dispute Resolution mechanism) is designed to settle disputes. That is why (to the best of our knowledge) the courts rarely accept, and have never upheld, the case of a complainant who has previously accepted an award under the OEA Scheme. Therefore, if you wish to pursue your case through the courts, you must reject the Ombudsman's findings in their **entirety**.

What if I don't accept the Ombudsman's Decision?

You are free to pursue your complaint elsewhere, without prejudice from anything we have written. However, please note that the Agent will also be free to pursue any claim he may have against you for any outstanding commission fee.

So, if you reject the Ombudsman's decision, you also give up your right to any award that he may have made to you.

Do you publicise Case Reviews?

No - our Case Reviews and the Ombudsman's decisions remain strictly confidential between you, the Agent and the OEA Office. We will not disclose any of the details to anyone else. Whether you (or the Agent) wish to make them public is your business.

What about the Agent's commission fee?

If you are the seller, your contract with the Agent usually requires you to pay commission if the Agent introduces a buyer who goes on to complete the purchase of your property - irrespective of the level of service offered. If you refuse to pay, the Agent has a legal right to take you to court. Some Agents may be prepared to wait until the Ombudsman has reviewed the Case, but they do not have to. Accordingly, we encourage complainants to pay the commission invoice "without prejudice". This will ensure that the Agent will not take any legal action against you in respect of non-payment of the commission fee - but it still means that the Ombudsman can give his viewpoint on the matter.

You should also be aware that we take note of the advantage to sellers who do not pay their account on time - and this is reflected in any award they may receive.

What proportion of complaints are supported?

This varies from year to year. The Ombudsman's decisions depend entirely on the merits of each case. Over the last three years, out of some 1,700 cases reviewed, he supported 63% and did not support 37%.

Case Examples

Case 1 - Unauthorised entry

Miss A and her younger sister were selling their late parents' house as a probate sale. An offer had been accepted from a local business man, who had arranged for an electrician to carry out a survey of the property. The electrician drew the keys and returned them three days later.

In the meantime, the Sellers visited the property to discover that tenants arranged by the buyer were in the process of moving in. It transpired that the electrician was an associate of the businessman and had passed him the keys to allow his tenants to enter the property. Thanks to the fortunate intervention by the sellers, the tenants were not able to move in to the property and the sellers were spared the need to arrange eviction. The sellers declined to sell to the business man.

It was clear that the Agent had failed to obtain his clients' permission to issue the keys to the electrician; furthermore, he had allowed the electrician to retain the keys for much longer than would have been necessary for a survey.

The Agent then compounded his earlier errors by failing to take the complaint seriously, then failing to advise the Complainants that the buyer they eventually introduced was a member of the Agent's office staff. The Agent then made matters even worse by allowing that employee to play a direct part in the sale.

Outcome: In making an Award of just over £2,600 - the amount of the Commission fee for the eventual sale - I observed that the Agent had breached three separate paragraphs of the OEA Code of Practice, had delayed the sale by at least six months, and had not made any apology to the Complainants.

Case 2 - Different Valuations of Property

Mr and Mrs B had their property valued by the Agent who recommended an asking price of £395,000 to £399,000. Mr and Mrs B instructed the Agent to market it at £415,000 - but accepted an offer of £400,000 only a few days later.

When the Buyers applied for a mortgage, the surveyor valued the Property at £370,000. During the ensuing discussions over a reduced selling price, no agreement was reached - and Mr and Mrs B withdrew the Property from the market, blaming the Agent for the situation.

I made it clear to Mr and Mrs B that a marketing valuation is nothing more than a professional estimate of the asking price which will attract potential buyers and which will - hopefully - result in an offer at or near to that figure. It is more of an art than a science, with various factors coming into play - including the condition of the property, its location, comparisons with other similar properties (comparables), and the requirements of the Seller in terms of a quick sale. It is wholly different from a Buyer's Valuation carried out on behalf of a Lender. The former is bound to contain some element of optimism, though it should not create unrealistic expectations on the part of the Seller. The latter naturally tends to be more pessimistic. The difference between the two did not, therefore, surprise me.

Had the Mr and Mrs B sought market evaluations from one or two other Agents (as is common practice for Sellers before deciding on which Agent to instruct) they would have had some other comparisons against which they could have judged the Agent's figure.

Outcome: I did not support the complaint.

Case 3 - Failing to advise Complainants of OEA Membership

The events which gave rise to this complaint - about service issues in a sale - took place in late 2002. However, Mr and Mrs C did not raise their complaints to this Office until mid 2004, some 18 months later, because the Agent had failed to tell the Complainants that they were OEA Members and that the complaint could be referred to this Office.

Mr and Mrs C were, therefore, unaware that they had six months from the MA's final letter to bring the Complaint to this Office. On the other hand, the Complainants also allowed the Commission Invoice to remain unpaid for nineteen months.

Outcome: In taking that non payment into account, I made an Award of £200 in relation to the service issues of two years earlier.

Case 4 - Deliberately misleading a vulnerable person.

Mr D - who spoke no English and relied on his daughter to interpret for him - wanted to buy a property in an urban area where car parking was at a premium. There was no parking space at the property, but Mr D had been led to believe by the Agent that he could easily obtain the space previously used by the Seller. On the strength of that statement, he bought the property.

When Mr D moved in and enquired, through his daughter, about the parking space, he was told a series of lies by a member of the Agent's staff before he eventually discovered that the Seller had never had a parking space - she did not own a car - and that he may never get a space of his own, such was the demand for parking in that area.

Outcome: I made an Award of £1,500 to compensate Mr C for the Agent's failure to treat him as the vulnerable person he clearly was, together with the stress and inconvenience he will suffer for some time as a result of the disgraceful treatment he received at the MA's hands.

Case 5 - Over-valuation and Conflict of interest

Mr and Mrs E placed their property on the market following a market appraisal. It took two reductions of the asking price over a four month period before realistic offers were received. The highest offer received was some 25% lower than the initial valuation. As the Agent had not produced any comparables to justify his valuation, I concluded that he had not taken sufficient care to establish the property's true place in the market - and had grossly over-valued the property.

At that stage, an Employee of the Agent, who had been involved with earlier viewings, made an offer. Following a closing date set by the Sellers, the Employee's final offer was accepted and she bought the property. Once the Employee's interest became known, the Agent should have immediately taken two actions: firstly, to write to Mr and Mrs E and their solicitors, advising them of the Employee's interest, and thereby declaring a potential conflict of interest; and, secondly, to remove the Employee from direct involvement in the sale. The Agent did neither, and sowed the seeds for this complaint.

In relation to the Agent's declaration of his Employee's interest, he claimed that he had verbally advised Mr and Mrs E of her interest when she made her first offer; but this fell far short of the requirement under the Code of Practice. With regard to the Employee's involvement, it was clear that the Employee had discussed offers for the property with Mr and Mrs E and could have gained some information about their situation; but, from the evidence that I saw, I concluded that she was probably not involved in later negotiations.

Outcome: In supporting the complaints relating to over-valuation and conflict of interest (together with elements of three other service-related complaints) I made an Award of £5,000.

Case 6 - Gender Discrimination

Mr and Mrs F believed that their Agent was not keeping in sufficiently close contact with them in monitoring the progress of their sale. I did not support that complaint.

Trying, but failing, to get through to the Agent on a busy day, Mrs F (who had been the principal point of contact) left a message saying that if they did not receive a response by the end of the day, they would submit a formal complaint. The Agent received the message and telephoned Mr F with an update. Mr and Mrs F regarded this as gender discrimination.

My investigation showed that the issue of concern to Mr and Mrs F was the moving date, and that the problem was at the bottom of the chain. Having explained this many times to Mrs F - that the Agent could only report information about the issue, not resolve it (that was for the various solicitors) - the Agent decided to explain this to Mr F as he had so far got nowhere with his explanation to Mrs F. I concluded that this was a reasonable action to take - and gender had nothing to do with the Agent's decision to speak to Mr F.

Outcome: I did not support the complaint.

Case 7 - Commission Fee

Mrs G signed a Sole Agency Agreement at 1% (plus VAT) of the selling price - "£xxxx (including VAT)." The same day that had signed, she asked the Agent if there were any special deals. The staff member said that she would enquire and get back to Mrs A.

The following day, the Agent wrote to Mrs G confirming her instructions for them to market the Property, and saying *"we are delighted that you are taking up our special offer of £999 plus VAT"*.

The sale proceeded to exchange of contracts and completion - upon which the Agent submitted an invoice for the original figure. Mrs G referred the Agent to the special deal, but the Agent said that it was a mistake and should not have been made, and the original signed Agency Agreement was still in force - but he offered to reduce the invoice by £200. Mrs G declined the offer, paid the full invoice without prejudice, and brought the matter to my attention.

Whether or not it was a mistake by the staff member - the special offer had been made to Mrs E, in writing and in the Manager's name. I took the view that it had to be honoured - and that it superseded the original Agency Agreement. I took this view because - having asked the specific question, and having received such a speedy written response - Mrs G had every right to expect that the Agent meant what he had said.

I also took the view that Mrs G should be compensated for the stress and inconvenience associated with the Agent's insistence on a full Case Review, despite an earlier suggestion from my Office to settle this dispute and being strongly advised of my likely stance in this matter.

Outcome: I had no hesitation in upholding Mrs G's case to pay a Commission Invoice of only £999 (plus VAT) - resulting in a refund of some £1,200. In addition, I made a small award for undue and avoidable stress and inconvenience. My total Award came to £1,350.

Case 8 - Liability for Commission Fee

Mr and Mrs H Instructed Agent 1 to sell their Property on a sole agency basis. After some months, Mr and Mrs H informed Agent 1 that they had also instructed Agent 2.

The Buyers registered with Agent 1 and three viewings were arranged - one of them of Mr and Mrs H's Property at 1:50 pm the following day. The same day as the Buyers had registered with Agent 1, they also visited Agent 2 and arranged to see the house next door to the Property at 11:00 am the following day. Arriving for their 11:00 appointment with Agent 2, they were, instead, shown the Property as Agent 2 was unable to gain access to the house next door. The Buyers also kept their 1.50 pm viewing with Agent 1, followed this up with a second viewing with Agent 1, made their offer through Agent 1, and the sale was progressed by Agent 1.

Agent 2 had no further contact with the Buyers, but - learning of the Buyers' interest in the Property - maintained their contractual entitlement to a commission fee as they claimed to have introduced the Buyers. Mr and Mrs H believe that they should only pay one commission fee, but were quite happy that the fee should be shared between the Agents. Despite attempts to negotiate with both Agents, this Office failed to persuade the Agents to agree to a shared fee.

I concluded that Agent 1 had a contractual entitlement to payment of a commission fee (1.5% for sole agency and 2.5% for multiple agency). He had arranged the first viewing, had conducted two of the three viewings made by the Buyers, and had been solely responsible for all the negotiations and sales monitoring that led to a successful sale.

However, I came to a different conclusion in considering Agent 2's claim for their 2% commission fee. Their claim was based on the fact that they had conducted the first viewing - and had, therefore, introduced the Buyers. I did not agree. Agent 1 had already arranged for the Buyers to view the Property later that day. It was this prior viewing arrangement that persuaded me that it was Agent 1 - and not Agent 2 - who had, in fact effected the introduction. I concluded that the Buyers never intended to view the Property through Agent 2 (they only did so by default as the house next door was, at the time, unavailable) and did not pursue their interest in the Property through Agent 2. Their intention, all along, was to deal exclusively with Agent 1.

Outcome: I supported Agent 1's contractual entitlement and rejected Agent 2's contractual entitlement. Mr and Mrs H only had to pay one fee - to Agent 1. NB: had Agent 2 been willing to negotiate, he may have ended up with some share of the fee; as events turned out, he received nothing.

Case 9 - Clients' Best Interests

Mr and Ms J agreed with the Buyers that if they had not exchanged contracts by a certain date the selling price would increase by £3,000; meanwhile, they pursued their interest in the house they wanted to buy.

A week before the due date for exchange, the Buyers informed the Agent that they would not meet the due date, and asked whether or not Mr and Mrs J would be pursuing the higher price and whether they should be changing their mortgage application accordingly. The Agent advised the Buyers to do nothing and say nothing; and the Agent did not raise the matter with Mr and Mrs J.

The day after the due date, the Mr and Mrs J spoke to the Agent to ask them to inform the Buyers that they would be expecting the higher selling price, as agreed. They were advised not to do so as the sale was *"rocky"* and might fall through at the higher price.

Such advice proved to be totally unfounded. However, when the Sellers found this out - some three weeks later - there was no longer any time for the Buyers to resubmit their mortgage application for the higher amount before Mr and Mrs J lost the house they wanted to buy.

I found that the Agent had not acted in his clients' best interests on two occasions - the first by failing to inform them of the situation with the Buyers; and the second by erroneously advising them not pursue the increase in price as negotiated at the outset.

Much of my support for this finding was based on the fact that Mr and Mrs J produced a well argued case, with written support from the Buyers; whereas the Agent was unable to produce any satisfactory explanation for his actions.

Whilst I acknowledged that Mr and Mrs J had some obligation to tell their solicitor about the negotiated arrangement, the Agent should have referred to the arrangement on the Memorandum of Sale (he did not) and had clearly not acted in his clients' best interests. I did not conclude that the Agent had acted dishonestly against Mr and Mrs J and in favour of the Buyers; it was simply that the Agent could not be bothered to explain the situation properly, or could not be bothered to become involved in re-negotiation at an advanced stage of the sale.

Outcome: I made an Award of £2,500.

Case 10 - Moving Date

Mr and Mrs K complained about receiving incorrect information about when their sale would exchange and complete. Based on information received from the Agent, they then arranged their holidays and booked their removals. The dates changed and they had to make new arrangements.

I explained to Mr and Mrs K the respective roles of the Estate Agent and the Solicitor. Once an offer has been accepted Subject to Contract and legal representatives instructed, it is these representatives (for each individual Seller and Buyer) who hold the primary responsibility each to inform their individual clients (Seller and Buyer) and to protect their interests. This makes sense - as it is they who are responsible for the routine conveyancing process; and, in particular, for advising when it is safe and proper for Seller and Buyer to commit themselves at Exchange of Contracts to purchase; and - when the monies required are safely banked - to hand over the keys at Completion.

During this phase, the role of the Estate Agent is to monitor progress; to assist where appropriate, as asked; and to report information deemed helpful to bringing the transaction to fruition. An Estate Agent's role is one of liaison. He controls neither the conveyancing process, nor the mortgage lending process. His influence on the speed at which these issues can be progressed is limited.

In this case, the Agent carried out his monitoring role and reported the outcome to Mr and Mrs K. Based on this information, they then made their own decisions about their holidays and removals without any consultation with their solicitors.

Outcome: I did not support the complaint.

PS: It is not unusual for my Office to receive a letter from Complainants thanking us for supporting their complaints and making them an Award of financial compensation. However, it is most unusual to receive such a letter when we do not do so. In this case, Mr and Mrs K thanked us for the time and trouble we had taken looking into their case - even though we had not supported it.

Case 11 - Conflict of Interest

Mr and Mrs L accepted an offer from a Buyer. It then transpired that the Negotiator - who had dealt with the Buyer's offer and monitored the sale - then abruptly left the Agency and went to work for the Buyer shortly before exchange of contracts. When this was revealed, Mr and Mrs L believed that the Negotiator was, effectively, working for the Buyer and ensuring that the Property was being reserved for him. Had they known that at the time, they would never have sold to him.

I could not conclude with certainty where the Negotiator's handling of the sale stopped being incompetent and inefficient and became deliberately deceptive. I decided that there was some element of deliberate deception because the Negotiator must have known that he was going to work for the Buyer before he left the Agency so abruptly. From the point that he knew, he should have informed his employer and then Mr and Mrs L.

Whilst I exonerated the Agent from any knowledge of the deception, I decided that the Agent had to take responsibility for his employee's actions. His handling of the sale undermined the whole basis of trust between Agent and client.

Outcome: I made an Award of £1,500.

Case 12 - Misleading Replies

Mrs and Miss M bought a flat and moved in. Shortly after, they then discovered a number of problems. The flat had been recently re-possessed, the Council had demanded that they take remedial action to improve the flat at a cost they could not afford; and they were suffering from noisy neighbours. They blamed the Agent for withholding this information.

In examining these complaints, I started from the basic principle that it is the buyer's responsibility to make sure that the property meets their requirements. The Agent works for the Seller, and has an obligation to represent his best interests - which does not extend to pointing out defects to prospective buyers. However, the Agent also has a duty to be fair to any prospective buyer - and, if asked a direct question, must give truthful answers.

In this case, I found that Mrs and Miss M did ask some direct questions, the answers to some (but not all) of which were evasive and less than truthful. As a result of the Agent being economical with the truth, Mrs and Miss L were misled.

Outcome: I made an Award of £500.

Outline Covering Letter From Agent

Dear Mr Carr-Smith, date

Complaint by Mr and Mrs X

We have received a copy of the OEA Complaints Form from your Office outlining the complaints made by Mr and Mrs X.

Please find attached:
- The Branch File dealing with this transaction.
- Our investigation into the Complaint.

Our Investigation of the Complaint

- **Branch Level.** Mr and Mrs X raised their Complaint with the Branch on 5 June.
  The Branch Manager acknowledged this on 7 June, and responded on 17 June.
- **Regional Level.** Mr and Mrs X raised their Complaint with the Regional Director on 19 June.
  The Regional Director acknowledged this on 22 June, and responded on 5 July.
- **Head Office.** Mr and Mrs X raised their Complaint with the Head Office on 7 July.
  Head Office acknowledged this on 9 July, and responded on 20 July with our Final Viewpoint Letter.

Summary of Individual Complaints

1. Mr and Mrs X have complained that xxxxxxx.
   Short explanation - eg we have acknowledged some shortcomings in the provision of xxx but believe that xxx.
2. Mr and Mrs X have complained that xxxxxxx.
   Short explanation - eg we refuted the allegation (cite evidence).
3. Mr and Mrs X have complained that xxxxxxx.
   Short explanation - eg we admitted to an error. We apologised and made a goodwill offer of £xxx which was not accepted.
4. Mr and Mrs X have complained that xxxxxxx. Please Note. This Complaint has NOT been previously referred to us.
   Our comment on this Complaint is as follows:

Case History [Something along the lines of]

12 March 2005	We were invited to carry out a Market Appraisal. Recommended £200,000.
13 March	Mr & Mrs X (Seller) signed a Sole Agency Agreement at 1.5% (plus VAT) at an Asking Price of £200,000.
24 March	Miss Y viewed property.
28 March	Miss Y made an offer of £190,000. Not accepted by Seller.
2 April	Miss Y increased offer to £195,000. Accepted. She has no property to sell.
4 April	Memorandum of Sale sent out to both parties and solicitors.
8 April	Mr Z made an offer of £197,000. He has not yet sold his property.
9 April	Seller accepts Mr Z's offer. Miss Y informed. Memorandum of Sale issued.
10 April	Miss Y made offer of £198,000. Accepted - Memo of Sale issued. Exchange date of 30 May tentatively agreed. Miss Y arranges Survey.
18 April	Miss Y receives Survey Report - down-values Property to £195,000. Miss Y reduces offer to £195,000. Seller informed. Mr Z not yet found buyer.
19 April	Seller accepts Miss Y's revised offer
26 May	Miss Y withdraws from Sale. Seller informed. Mr Z contacted - sold his property - and confirms his interest at £198,000. Seller accepts - if Exchange date of 30 May can be achieved.
3 June	Exchange of Contracts and completion simultaneously.
3 June	We submitted our Invoice for £2,970 (plus VAT) - which was paid on xxx/which remains unpaid.
5 June	Letter of complaint from Mr and Mrs X.

Summary [something along the lines of]

We believe that we did all we could with this sale for Mr and Mrs X. We made some errors, admitted them and apologised accordingly. We made a good will offer of £xxx.

However, we totally refute their allegation that we xxxxx.

We believe the key to this complaint is xxxxx. The key pieces of evidence are flagged at A, B and C on the Branch File.

In the final analysis, the Property came on the market on 13 March, and we found an acceptable buyer on 2 April who later withdrew from the sale on 26 May. We then found a new buyer who went on to exchange on 3 June. We believe that we are contractually entitled to our Commission Fee - which has /has not been paid. Our goodwill offer of £xxx still stands/has been withdrawn.

Compliance Officer

Member Agencies

Trading Name
A & J Property Services UK Ltd
Abbey Properties (Eynsham) Ltd
Abbott & Abbott
Abingdon Estates
Accent Properties
Acorn Estate Agents
Adair Paxton
Adams & Jones Estate Agents
Adams & Rose Estate Agents
Addisons Chartered Surveyors
Adrian Dowding Town & Country
Adrian Noad Property Services
Adrians
Aitchisons
Alan Cooke Estate Agents
Alan Cooper Estates
Alan Francis Estate Agents
Alan Kirkham
Alchemy Property
Alex Neil
Alexander Reid & Fraser
Alexander Watson
Alexanders Estate Agency
Allan Morris
Allen Briegel
Allsops Village & Country Homes
Amanda Roberts
Amos & Dawton
Anderson & Co
Andre Lanauve Property Limited
Andrew Granger & Co Ltd
Andrew Greenwood
Andrew J Dawson Estate Agents
Andrew Lodge Ltd
Andrew Louis Ltd
Andrew Morris & Co
Andrew Purnell & Co Ltd
Andrews
Andrews & Robertson
Andrews Estate Agents Ltd
Annagram Property Services
Anthony Flett & Associates
Antony Newman & Son
AP Sales
Archers Residential
Arden Nicholson Estate Agents
ARM Property Centre
Arran Estate Agents
Arthur Wheeler Estate Agents Ltd
Ashley & Pock Ltd
Ashley Jones & Partners
Ashmore & Co
Ashtons
Aspen Residential Services Ltd
Astbetons
Astley Samuel Leeder
Astley Sharpe Estate Agents
Aston Mead
Atkins Estate Agents
Atkinson McLeod Ltd
Atkinsons Residential
Atrill Estates
Atwell Martin
Auckland Estates
Austin Gray
Aylesford & Co Estate Agents Ltd
B Bailey & Co
B S Bennett
Banbury Ball
Bankside
Barbara Zialor Estate Agents
Barkers Estate Agents Ltd
Barlow Costley Property Services
Barnard Cook Wood & Loach
Barnfields
Barons Estate Agents
Barons Estate Agents & Valuers
Barons Property Services Ltd
Barrie Alderton
Barrington & Company
Barton Wyatt
Barratts & Co (Towcester)
Barraran's Estate Agents
Bassets Property Services
Bayliss & Partners
Beal & Co
Beasley Pearce
Beaumont Estates Bristol Ltd
Bedfords
Belchamber & Company
Bennett Jones Partnership
Bennett Walden
Bensons
Beresfords Residential Ltd
Berwicks
Bettison & Co (SW) Ltd
Bettles Miller & Holland
Bill Jackson
Bill Tandy & Co
Blacklers
Bladon Sears
Blake & Blake Ltd
Bloor & Co Estate Agents
Bloxham & Barlow
Blue Residential Ltd
Bond Oxborough Phillips
Bonds of Thornbury
Bossett's Estate Agents Ltd
Boothroyd & Co
Boroughs Estate Agents Ltd
Bowes Mitchell Estate Agents
Boxall Brown & Jones
Boyce Allen
Boyce Thornton Estate Agents
Boydens
Bradleys
Bramley Dinnes
Bramleys
Brimble Lea & Partners
Briscombe, Nutter & Staff
Bristol Estate Agents
Brookbanks Estate Agents
Brooks Peacock
Brookside Property Services
Boswall Vickers & Plant
Browns Property Services
Brown & Co Ltd
Bryan Davies + Associates
Bryan Gaskill & Co
Buckell & Ballard (Wantage)
Bullock & Lees (Wareham)
Burchell Edwards
Burford Jordan
Burkmar
Burns & Co (Magherafelt)
Burns & Webber
Burns McBriar & Hall
Burridge Estate Agents
Burrows Estate Agents
Burton & Whay
Burwood Marsh Limited
Bury & Hilton
Bushells
By Choice Ltd
C G Spratt & Son
Cable & Webster
Cairds The Estate Agents
Calcutt Maclean Standen East Kent
Calcutt Maclean Standen West Kent
Caldwells (Lymington) Ltd
Cameron Mackenzie Ltd
Camerons Estate Agents Ltd
Campbell Estate Agency
Campbells Estate Agents Ltd
Cardwells Estate Agents
Carlisle & Border Estate Agents
Carol A Cowburn
Carol Harvey Estates
Case & Dewing
Castles
Castles Estate Agents
Caulfield Estates Ltd
Cawood Jefferies
Cedar Estates
Central Park Estates
Century 21 Chamberlains
Century 21 Norman Morrow & Co
Chaffers
Chamberlaine-Brothers & Edwards
Chamberlains
Chamberlains Estate Agents
Chambers
Champion & Co
Chancellor & Sons
Chandlers Estate Agents
Changing-home.co.uk
Charles Birt and Company
Charles Eden Estates Ltd
Charles Harding
Charles J Robinson & Co
Charles Lister
Charles Walker (Residential) Limited
Charlestate
Charlesworth Estates
Charrison Davis
Chas Medforth & Co
Chequers Estate Agents
Chequers Estate Agents (Barnstaple)
Cheshire Property Services
Chess Moves Ltd
Chesterfield
Chilterns Ltd
Chris Campbell Estate Agents Ltd
Chris Packer Estate Agents Ltd
Christopher Bice Estate Agents
Christopher Bond
Christopher Morris
Christophers Estate Agents
Church & Hawes Premier Homes Ltd
Churchill Estate Agents
Churchill Estates Ltd
Churchills
Churchills (Hertford)
Churchills Estate Agents
Churchills Independent Estate Agents
Churchills Property Services
Clarens Estate Agents
Clark & Stewart
Clark Franks Independent Estate Agents
Clarke Gammon Wellers
Clifton & Co
Clive Lawrence & Co
Clive Watkin Partnership
Coastguards Estate Agents Ltd
Cole, Rayment & White
Colette Gunter Ltd
Colin Rickard & Partners
Colman and Green Ltd
Colston & Colston (Estate Agents) Ltd
Complete Property Services
Connells - ***Trading Styles***
Allen & Harris
Bagshaws Residential
Bernard Marcus
Brown & Merry
Fox & Sons
Jones & Chapman
Manners & Harris
Roger Platt
Sharman Quinney
Shipways
Swetenhams
William H Brown
Conways
Cooke & Co
Cooke & Co Estate Agents
Coppinger Boston
Corben & Son
Cory & Co
Cottons
Country Properties Ltd
Countrywide Assured Group plc - ***Trading Styles***
Abbotts
Austin Wyatt
Bairstow Eves
Beresford Adams
Bridgfords
Carsons & Co
Chappell & Matthews
Daniel Henry
Dixons
Faron Sutaria
Freeman Forman
Fulfords
Heatheringtons
John D Wood
King & Chasemore
Mann & Co
Palmer Snell
R A Bennett & Partners
Spencers
Taylors
Watson Bull & Porter
Bradford & Bingley Estate Agents - ***Trading Styles***
Adkin
Alan De Maid
Alder King
Ambrose
Bennett & Days
Buckell & Ballard
Burlings
Charles Hawkins
County Homes
Entwistle Green
Evans & Evans
Frank Innes
Gascoigne-Pees
Gerring & Colyer
Januarys
Locke & England
Morris Dibben
Parkinsons
Poulters
Raffety Buckland
Renton & Renton
Rumsey & Rumsey
Slater Hogg & Howison
Stimpsons
Storey Sons & Parker
Stratton Creber
Sykes & Waterhouse
Taylor & Co
Wilson Peacock
Countrywide Franchising Ltd - ***Trading Styles:***
Bairstow Eves Countrywide
Burns Countrywide
County Estates
Courtenay Estate Agencies Ltd
CPH Property Services
Craig Sheehan Chartered Surveyors and Estate Agents
Craneswicks
Crowhurst Gale Estate Agents Ltd
Cumberland Estate Agents
Cundalls
Curchods
Curtis Haines
Curtis Haines (Bromley)
D B Roberts & Partners
D M Nesbit & Company
D W Smith & Co
Dafydd Hardy Estate Agents
Danette Estate Agents
Daniel & Hirst
Daniel James Estate Agents Ltd
Daniel Sims Ltd
Daniels Estate Agents
Dart & Partners
David Bailey & Co
David Ball Agencies
David Barton
David Berriman
David Brumall Estate Agents
David Davies Estate Agents
David Evans Estate Agents
David J Hawker
David Jaffe Partnership
David James Estate Agents
David Lichfield Ltd
David Rhys & Co
David Richings Estate Agents
David Will Estate Agents
Davidson Partners
Davies & Partners
Davies and Davies
Davies Craddock
Davies, White & Perry
Davis & Latcham
Davis Brown
Davis Estates
Davis Tate
Day Morris Associates
Days Estate Agents
Dean Beach Ltd
Dedman Property Services
Denford & Son
Denisons Estate Agents
Derek J Rolls
Derek Spiers & Co
Derek Wood Residential
Dexters Estate Agents Ltd
Dickens Watts & Dade
Dickinson Bowden
Dilloss
Direct Move Properties

Dixon Porter
Dockside Property Services
Domus Nova Ltd
Donald Cope & Company
Douglas and Gordon
Douglas Banks Estates Ltd
Douglas Martin Estate Agents
Douglas, Lyons & Lyons
Drew Davies & Partners
Drawflight Estates Ltd
Drewes Distinctive Homes & Character Cottages
Driver & Norris
Duncan Yeardley Estate Agents
Durrants
e Move Ltd
Eastender Estate Agents Ltd
Eaton Estates
Eaves Estates
Eckersley White
Edmund Estate Agents
Edward Gallimore
Edward Mellor Estate Agents
Edwards Estate Agents
Eley Long & Co
Elphick Estate Agents
Elwell Taylor Living Ltd
Enfields Ltd
Escritt & Barrell
Ewing Self
Ewings
F F S Estate Agents
Face 2 Face Estate Agents Ltd
Falcon Property Services
Fallowell & Partners
Feather Smailes & Scales
Fields of Shifnal
Fine & Country Mayfair
Finlay Brewer Ltd
Finns Estate Agents
Fisher Wrathall
Fisks Estate Agents
Fletcher Estates
Fortnam Smith & Banwell
Fowey River Ltd
Fowlers
Frank Harris & Company
Frank Hill & Son
Fraser & Co
Fraser Reeves Estate Agents
Fraser Wood Mayo & Pinson
Frost & Co (Parkstone) Ltd
Frost Brothers Ltd
Frost's Estate Agents
Fuller Gilbert & Co
Fulljames & Slade
G Crossley & Son
G K White and Company Ltd
G M Thomson & Co
Gadsby Orridge Limited
Game Estate Agents and Valuers
Gareth L Edwards
Garner Lamb
Garrett, Anderson & Partners
Gary Berryman Estate Agents
Gascoignes Property Services Plc
Gaston Taylor Estate Agents
Geoff Foster & Daughter
Gerald R Vaughan Estate Agents
Gibbins Richards Limited
Gibson Gammon (Clanfield) Ltd
Gibson Gammon (Liss) Ltd
Gibson Gammon (Petersfield) Ltd
Gilbert & Thomas Independent Estate Agents
Gilson Bailey
Gilson Bailey & Partners (Norwich)
Glenisters Estate Agents
Glenn Flegg & Company
Glovers Estate Agents
Goddard & Co
Goddards Estate Agents
Godfrey & Barr
Goldin Lemcke
Goldings
Goldsborough Estates
Goodfellows
Gordon Vick & Partners
Gore the Right Agent
Graham Butt Estate Agents
Graves of Ringwood
Granvilles
Grants Residential
Graves Son & Pilcher
Gravesons Estate Agency
Green & May Estate Agents
Green and Co
Greenfield & Company
Greenwood Property Services
Gregory and Company
Gregory Residential
Greys Estate Agents
Grier & Partners
Griffiths & Charles
Gronands & Co
Guardian Property Services
Gunterson Palmer Ltd
Guy Sherratt & Associates
H W White
Haigh & Sons
Hair & Son
Halifax Estate Agencies Limited - *Trading Styles:*
Frank Farr
Gale & power
Hobbs & Chambers
Weller Eggar
Halifax Estate Agents
Hamilton Smith - Woodbridge
Hamilton Smith (Needham Market) Ltd
Hamilton Smith (Wickham Market)
Hampshires Estate Agents
Hamptons International
Hannells Ltd
Hardimans
Harding Lairy & Co Ltd
Harris and Company
Harris Larner
Harrison Estate Agents
Harrison Estate Agents Ltd
Harrison Murray Ltd
Harrison-Lavers & Potburys Ltd
Harrods Estate Agents Ltd
Harry Sutcliffe Ltd
Harvey Robinson Ltd
Hassett Estate Agents
Hawkins Estate Agents
Healy Simpson
Heath Property Services
Helas Wolf Estate Agents
Hendys Of Chapel Allerton
Henry Smith
Henshaws Estate Agents
Herbert RThomas
Heywoods Estate Agents & Surveyors Ltd
Highfields Estate Agents
Hilbery Chaplin
Hobbs & Webb
Hodsons
Hogarth Estates
Holmes & Co
Holmes & Jardin
Homes Partnership Southern Ltd
Homestraight Limited
Honeywell Chartered Surveyors
Hoopers
Hoopers Residential Estate Agents
Housemartins Estate Agents
Howick & Brooker Partnership
Hudson Moody
Hugh Grover Associates
Humberts
Humphreys of Chester
Hunters Estate Agents
Hunters Estate Agents (Barnet)
Hunters Estate Agents (Nailsea) Ltd
Huntons Property Group Ltd
Hunters The Estate Agents
Hurford Salvi Carr
Hutchinson Town and County Estate Agents
Hydes of Bristol
Ian Gibbs
Ian Revell Independent Estate Agents
Ian Smith Estate Agent
Igla Ltd
Inman Residential
Integra Property Services Ltd
Inter County
Ireland Weller
Irving & Sons
Irwin Fisher (Barking)
Isard & Partners
Isis Residential Homes Ltd
Ivan Rose
J H K Homes Ltd
J Merfyn Pugh
J R Property Services
Jackie Oliver & Co
Jackson Howes and Partners
Jacksons
Jacksons Estate Agents Ltd
Jacksons Property Agents Ltd
Jacksons Residential
Jacobs & Hunt Estate Agents
Jager Long
James Anderson (Estate Agents) Ltd
James Eley & Son
James Hogg (Estate Agents)
James Stuart Estate Agents and Valuers Ltd
James Wilson & Son
Jamie Dean & Co
Jane Musgrave Estate Agents
Jason Whichelow Estate Agents
JDM Estate Agents
Jeffery Jones Partnership
Jeffrey Normie & Co
Jennie Jones Estate Agents
Joan Hopkin Estate Agent
John Ardern & Company
John Bray & Partners
John Chivers Limited
John Couch "The Estate Agent"
John Fisk & Company
John G Dean & Co
John German Chartered Surveyors
John Hall Estate Agents
John Leslie Mellor Estate Agents
John Nash & Company
John Sankey
John Seat Estate Agents
John Shepherd
John Smale & Co
John Williams Land & Estate Agents
John Wood & Co
Jon Coombes Estate Agents
Jonathan Hill Ltd
Jonathan Pearce & Co
Jones Peckover
Jubb & Co
Karens Estate Agents
Kavanaghs
Kaye Mackenzie Estate Agents
Keats Fearn
Keats Harding
Keats Hilder
Keats John Dowler
Keats Marshall Bendall
Keats Martin
Keats Meehan
Keith Ashton Estates
Keith Clough Properties
Kelly Homes (UK) Ltd
Kemp & Co
Kennedy Estate Agents
Kenrick & Co
Kent Estate Agencies Ltd
Kent Properties Online.Com
Kerrigans Property Services
Kevin Henry Estate Agents
Keys
Kings Group
Kingsleys Estates Ltd
Kingston & Grist
Kingswood Estate Agents
Kingswood Estate Agents
Kingswood Property & Financial Services
Kit Johnson Residential
Knight Goodwin
Knightsbridge Estate Agents Ltd
L J Boyce
Lampons Residential Ltd
Lancasters Estate Agents Ltd
Lanes & Browns
Lanes Property Agents (MK) Ltd
Lanes Property Agents Ltd
Lanyons
Launceston Estates
LDG
Leaper Stanbrook
Lear & Lear Estate Agents
Legal & General Franchising Limited - ***Trading Styles:***
Adam Kennedy
C J Hole
Ellis & Co
Land & Co
Parkers
RRS Properties Ltd
Simmons & Lawrence
Whitegates
Legrand Estate Agents
Lenwell Property Services
Leaders Estate Agents
Letsone Property Ltd
Lewis Bond (Estate Agents) Ltd
Lifestyle Property Services Ltd
Linda Leary Estate Agents
Link Up Properties Head Office
Litchfields Ltd
Living Property Ltd
Lloyd Herbert & Jones
Lords Estate Agents
Lucas Estate Agents
Ludlow Thompson Ltd
Lynch & Company
M Coleman Estate Agents
MAC Estates
MacIntyres Estate Agents
Maggs & Allen
Mains Amis Estates
Malcolm J White
Manor Bourne
Marshbridge & Balmont
Mansions Property Consultants Ltd
Marc Allen Estate Agents
Marchand Petit
Marchants
Mark Rutherwood Estate Agents
Mark Templer & Company Limited
Marler & Marler
Marshall Buck & Cannon
Marshall's Estate Agents
Martin Pendered & Co
Martin Treasure Estate Agents
Martyn R Cox & Co
Maslen Estate Agents Ltd
Masons of Billingshurst
Matthews of Chester
Maunder Taylor
Maury & Son
May & Co
McAllisters
McAuley Miller Ltd
McHugh & Co
McKenzie Estates Ltd
McKillop & Gregory
Meacock & Jones
Medway Mortgage Shop Ltd
Meeching Estate Agents
Meldrum Salter Edgley
Melvyn Danes
Meridian Estates Ltd
Merryweathers 1852 LLP
Michael Applegate & Partners
Michael Bennett & Co
Michael C Adams
Michael Everett & Co
Michael Gould Property
Michael Gregory Estate Agents
Michael Hardy & Co (Wokingham) Ltd
Michael Jones & Company
Michael Moody Residential Lettings & Management Li
Michael Moon Estate Agents
Michael Stevens Estates
Michael Tims & Co
Michael Vernon
Michael Yeo Estate Agents
Mike Anton & Associates
Mike Dobson (Estate Agents) Ltd
Miles & Barr
Miles & Son
Miles Estate Agents (Woking) Ltd
Miller Metcalfe Kirkpatrick
Millers
Millers Chartered Surveyors & Estate Agents
Mills and Company
Miltons Estate Agents
Mon Properties
Money & Duncan Estates
Moore Allen & Innocent
Morgan Beddoe Ltd
Morgan Berry
Mortimers Estate Agents Limited
Moving Pad Ltd
Moving Works
Movingspace.com
Mullucks Wells
Mundy & Co
Murrays Estate Agents
Myles Dunker Associates Ltd
Neal Smith Partnership
Neal Sons & Fletcher
Newey Property Ltd
Newman Estate Agents
Newstead Estates
Newton & Derry
Newton Derry & Moore
Niall Manerly
Nicholas Belt (Estate Agency) Ltd
Nicholas Craddock Estate Agents
Nicholas Zorab Estate Agents

Nicholsons Estate Agents (Epping)
Nick Carver Estate Agents
Nick Davies Estate Agents Ltd
Nick Tart Estate Agents
Nigel Green Property Sales & Rentals Ltd
Nigel Naish & Co
Nock Deighton
Norgans Surveyors and Estate Agents
Norman Hope & Mann
Normans Estate Agents
North Wales Property Ltd
Northfields Estates
Northumbria & Cumbria Estates
Nottingham Property Services
O'Hearne & Partners
O'Riordan Bond Estate Agents Ltd
Ocean Estate Agents
Oliver Miles
Oliver Minton Estate Agents
Oxisdale Estate Agents
Owen Knox Estates
Parkers Estate Agents
Parkers Property Services
Parris Residential
Parsons Son and Basley
Pasterfield Estates Ltd
Patchings
Patrick Russell
Paul Jackson Auctioneers & Estate Agents
Paul Jeffreys Independent Estate Agents
Paul Johnson Property Consultants
Paul Knight Ltd
Paul Murray (Town & Country Property) Ltd
Paul Twyneham & Co
Payne Estates
Payton Jewell Caines & Hurry
PDQ
Peachey Loak
Pell & Co
Pennyfarthings Estate Agents
Perhay Country Property Search
Peter Alan Limited
Peter Heron Estate Agents
Peter James Estates
Peter Large & Company Ltd
Peter Mountain
Petermans
Philip A Chapman
Philip Laney & Jolly
Philip Phillips & Co Ltd
Philip Pugh and Partners
Phillips Residential Ltd
Phillips Smith & Dunn
Phoenix Estate Agents
Pilgrims
Porters Estate Agents
Portfield Garrard & Wright
Potter & Co
Premier Move
Preston Bennett Holdings Ltd
Primedale Residential Ltd
Pritchards Estate Agents Ltd
Proffitt & Holt Partnership
Property Express
Property Zone Ltd
Pulver Carr Partnership
Putterills of Hertfordshire
Putterills of Hertfordshire (Bladock)
Putterills of Hertfordshire (Harpenden)
Putterills of Hertfordshire (Hitchin)
Putterills of Hertfordshire (Knebworth)
Putterills of Hertfordshire (Royston)
Putterills of Hertfordshire (Stevenage)
Putterills of Hertfordshire (Welwyn Garden City)
Putterills of Hertfordshire (Wheathampstead)
Pygott & Crone
Quantrills Estate Agents
Quealy & Company
Quilliam Property Services
Quinton Scott Ltd
Quirk Deakin Estate Agents
Rainbow Reid Estate Agents
Rash & Rash
Ravens & Co
Reads Davies
Real Homes (Highland) Ltd
Redferns
Redwell Estates
Rees Richards & Partners
Regal Estates - Elliott & Goddard
Rennick Stark
Ribchester Associates
Rice Estates
Richard Lowth & Co
Richard Babington & Partners
Richard Dolton
Richard Gaby & Co
Richard Harding
Richard Kendall Estate Agents
Richard Poyntz & Co
Richard Stubbs
Richards & Co
Richards Estate Agents
Richardson & Smith
Richardsons
Rickard Estate Agents and Chartered Surveyors
Rickitt Grant
Right Moves Estate Agents
Right Properties
Rive Estate Agents
Riverchain Ltd
Robert Anton & Company Ltd
Robert Hale Estates
Roberts Newby Partnership
Robertson Phillips Ltd
Robin Cruikshanks The Estate Agent
Robinson Sherston
Roffey & Co
Roger March & Co
Roger N Coupe Estate Agents
Roger W Dean & Co Ltd
Rooke Wood & Miller Ltd
Roscoe Rogers & Knight
Rosiman Estates
Rounce & Evans
Rouse Estate Agents
Rowan Webster & Co
Roy James Fancy Town & Country Homes
Royle Estate Agents
Russell & Russell (Sussex) Ltd
Russell Residential
Russell-Collins & Co
Ruxton Independent Estate Agents & Valuers LLP
Ryder & Dutton
Samuel James Ltd
Sanderson Taylor Partnership
Sandfords
Sansome & George (Berkshire) Ltd
Saracen Estates Ltd
Saraciah Ltd
Sarah Mains Residential
Sawyers Estate Agents
Saxton & Co
Select Estates
Seth's Estate Agents
Setter & Lee (Chew Magna)
Setter & Lee (Wrington)
Seymours Estate Agents
Shenley Estate Agents Ltd
Sheridan's
Sherriff Mountford
Sibley Pares Ltd
Silburys Estate Agents
Silver Service Estate Agents
Simon Williams Estate Agents
Simpsons Estate Agents
Simpsons Estates
Sims-Williams
Singer & Singer
Slades Estate Agents
Smart Homes
Smiths Estate Agents
Snape Estate Agents
Snellers
Solent Estates
Southwells
Sowerbys
Spencer Kennedy Estate Agents
Spencer Thomas Estate Agents
Spencers Property Services
Spicerhaart Group Ltd - ***Trading Styles***
Baileys
Darlows
Felicity J Lord
Haart
Spicer McColl Ltd
Squares Estate Agents Ltd
Stamfords
Statons Estate Agents
Stephen McIntyre & Co Ltd
Stephen Uren & Co
Stephenson Browne Estate Agents
Stepping Stones Estate Agents
Steps Estate Agents
Sterling Estates
Stevens Estate Agents
Stokes Chartered Surveyors & Estate Agents
Stonebridge & Company
Stonegate Estates Ltd
Straker & Co
Stratford & Stratford
Stringfellows
Sunderlands
Swordens
Swordens Estate Agents
Symmonds & Company
Taylor Riley
Templetons
Thames Valley Properties
The Adam Stevens Partnership Ltd
The Brampton Partnership
The Chancellors Group of Estate Agents - ***Trading Styles***
Anscombe & Ringland
Russell Baldwin & Bright
The Coram Partnership
The Country Property Agents
The Eric Cairns Partnership
The Home Office Estate Agency
The House Shop
The Ian Jones Partnership
The JNP Partnership
The London Mews Company Ltd
The Martin Smith Partnership
The Mather Partnership
The Property Bureau.Com Ltd
The Property Gallery (Dorchester)
The Reid Partnership
The Townends Group Ltd
The Venmore Thomas & Jones (Prescot) Ltd
Thomas & Company Estate Agents Ltd
Thomas Morris Estate Agents
Thomas Orr Ltd
Thomas William Gaze & Son
Thompson & Partners
Thompson Residential Ltd
Thompson Yales Estate Agents
Thompson Wilson
Thomson & Moulton Ltd
Thomson Currie
Thornley Groves Ltd
Todd & Hartridge
Tom Clarke & Co
Tony Newman Estate Agents
Tops Property Services
Town & Country Estate Agency (Lea On Sea)
Town & Country Estate Agents (Worksop)
Town & Country Property Services
Trading Places (GB) Ltd
Tredinnick & Bower
Trenayne and Belcher
Trend & Thomas
True Associates Ltd
Tudor
Turner Evans Stevens Ltd
U-Seek Property Services
UK Property Network
Uni-Plan
Ushers Estate Agents
Venmore Thomas & Jones
Venmore Thomas & Jones (Prescot) Limited
Vickery & Company Limited
Village Estates
Vineyard Properties (Hounslow) Ltd
Vivien Harder Estate Agents
Volker & Volker
W A Ellis
W P J Millers
W R Lee & Co
Wainwright & Edwards Estate Agents
Waite & Co Property Management Services
Walker Smale
Walkers Estate Agents
Walter & Mair Estate Agents
Walton & Hipkiss
Ward & Chowen
Warwick Baker
Waterfall Durrant & Barclay
Waterfall Durrant & Barclay (Woking)
Waterfields Estate Agents
Waterfords
Waters and Co
Watsons Residential
Watts & Sons
Waycotts
Weale & Hitchen
Webbers Property Services Ltd
Webbs Estate Agents
Wellstead & Wellstead
West Cornwall Home Office
West End Estate Agents
Westwood Property Services
Wetherell
White & Eddy
White & Sons
White Horse Estate Agents
Whites Estate Agents Ltd
Whitlocks
Whitt Yeates & Ridley
Whitton & Laing
Wicks & Pierce
Wicksons
Wigwam
Wild & Griffiths
Wilkins Vardy Residential
Wilkinson Byrne Estate Agents
Wilkinson Grant & Co Ltd
Williams & Goodwin
Williams Estates
Williams Estates (Northwich)
Williams Parry Richards
Willmotts Estate Agents
Willow Properties Limited
Willsons
Wilson Hawkins PLC
Winkworth
Wood & Pilcher
Woodcock & Son
Woodford and Company
Woodhall Properties
Woodlands Estate Agents
Woods Estate Agents and Auctioneers
Woollens Ltd
Woolley & Wallis
Woolliams Property Services
Wright & Co
Wright & Wright (Nuneaton)
Wychwoods Estate Agents Ltd
Yellow Estate Agency Limited
Young & Gilling Residential Ltd
Your Move
Your Move Franchising
Your Property Ladder.com
Yule Browne

CEASED MEMBERS DURING 2004

Ball & Partners
Bond Estate Agents
Brewer & Brewer
Carltons Estate Agents
Chairmakers
Charles Lightowler
Chase Buchanan
Cross & James
Downer & Co
Forresters Ltd
Fox & Kirks
Hendson Humphreys
Hillier Wilson
Holt & Osborne
Humphreys & Orr
Lang & Co
Norwork Homes
Peter Davies & Co
Phillips & Stubbs
Ridgeway Estate Agents
Robert Wildmore
Salvesens
Spread Agency
Sue Brown Independent
Taylor & Fletcher
Thimbleby & Shorland
Warmans
Wilkie & Hemming
Wilsons Estate Agents
Windsors Independent