The Property Ombudsman
Annual Report 2012

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The Property Ombudsman
Scheme

Who are we?
The Property Ombudsman (TPO) scheme was originally established in 1990 as the Ombudsman for Corporate Estate Agents. In 1997 the scheme was renamed as the Ombudsman for Estate Agents and then changed to TPO in 2009 to reflect its broader jurisdiction in relation to the resolution of disputes relating to sales, lettings, search providers, residential leasehold management, international and commercial property.

The Scheme
In June 2008 TPO was the first redress scheme to gain the status of an OFT Approved Estate Agents Redress Scheme under the provisions of the Consumers, Estate Agents and Redress Act 2007.

Both the TPO Code of Practice for Residential Estate Agents and the TPO Code of Practice for Residential Letting Agents have received OFT approval under its Consumer Codes Approval Scheme (the latter being Stage 1 in July 2011).

What does TPO do?
TPO provides consumers with a free, impartial and independent alternative dispute resolution service of complaints against registered firms (TPO scheme members). The Ombudsman's resolutions are designed to achieve a full and final settlement of the dispute and all claims made by either party. The Ombudsman can, where appropriate make compensatory awards in individual cases up to a maximum of £25,000 for actual and quantifiable loss and/or for aggravation, distress and/or inconvenience caused by the actions of a registered firm.

Redress not Regulation
The Ombudsman provides redress, where appropriate, to consumers whose complaints are considered on a case by case basis. Redress is intended to put the consumer back into the position they were before the complaint arose. The Ombudsman is not a regulator and does not have the authority to take regulatory or legal action against a registered firm. The Ombudsman does not have the power to impose fines or dictate the way in which firms conduct their business.

Independence
Whilst the scheme charges its members an annual subscription and their money collected by the Board of TPO, the Ombudsman reports to the independent Council, the majority of which is made up of non-industry members. It is the Council who appoints the Ombudsman and sets his Terms of Reference, i.e. how the complaint process operates. The Ombudsman is accountable to the Council.

Ombudsman Association
TPO is a full member of the Ombudsman Association (formerly the British and Irish Ombudsman Association) and adheres to the organisation's principles of good governance for ombudsman schemes.

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Foreword
by the Chairman of the Council

Over the last year the work of The Property Ombudsman has continued on a trajectory with which we are becoming familiar. Complaints about estate (sales) agents were again considerably lower than those relating to letting agents, which once more increased on 2011 figures, while public concern – revealed in reports from Which?, Shelter, the RICS, the OFT and others – became more pronounced.

TPO continued its efforts to raise the profile of the need to do more for consumers on the lettings side. We maintained that, at the very least, it is essential that the obligation to belong to an Ombudsman scheme should be extended from estate agents (as narrowly defined in legislation) to lettings and managing agents: this would mean all firms becoming party to a proper Code of Practice which spells out the essential ingredients of a good service for tenants and for landlords. (It is worth noting that more complaints about these agents were received from landlords than from tenants.)

Improvements in service standards on the home sales side strongly suggest that the presence of, and interventions from, the Ombudsman can help change behaviour. TPO has real "teeth", not only in making awards where appropriate but in publicising cases where agents are expelled from the Ombudsman scheme, as well as encouraging the OFT to take action against firms whose behaviour is unacceptable. But the absence of this protection in the private rented sector, with approximately 40% of lettings agents currently outside of any redress scheme, only benefits the disreputable agents who give the whole industry a bad name.

Over this last year, TPO has organised meetings with industry leaders and government ministers to pursue this line and we note some signs of acceptance that, even if the case for more extensive regulation is not politically acceptable, the Consumers, Estate Agents and Redress Act 2007 may, sooner rather than later, be amended to embrace all residential property agents. For the agents themselves – excluding the "cowboy" operators who would not survive – real benefits accrue from membership of an Ombudsman scheme that can bring to an end, usually amicably, time-consuming disputes and avoid the cost and hassle of Court proceedings.

Meanwhile, with growth in numbers of complaints received by TPO, the Council, in its performance monitoring role, raised concerns that a back-log of cases was mounting. In the event, the Ombudsman took steps to build up TPO's capacity as the year progressed and performance targets are being met. The Council places on record its appreciation of the efforts of all our staff in sustaining a high quality service of dispute resolution despite the considerable growth in workload.

We also record our sincere thanks to Christopher Hamer who – not least as a key figure in the Ombudsman Association (previously known as the British and Irish Ombudsman Association) – is now one of the country's leading practitioners in this field. And, finally, my thanks go to the extremely effective Members of TPO Council who have contributed significantly in holding this vital redress service to account and in ensuring its independence, expertise and impartiality.

Lord Richard Best OBE
Chairman of the Council

Christopher J Hamer
Ombudsman

Christopher Hamer took up his current post as The Property Ombudsman in December 2006. Prior to this he was the Private Secretary to the Parliamentary Commissioner, Director of Services at the Insurance Ombudsman Bureau and the General Manager at the Personal Investment Authority Ombudsman Bureau. Immediately before taking up his position as The Property Ombudsman he was in a global compliance role with a major international bank.

Ombudsman's Report

Developing Legislation – Greater Benefit or Greater Confusion?

During 2012 there have been some significant developments in legislation which will have a bearing on how both sales and letting agents operate and particularly how their approach to customer service will need to develop.

Consumer Protection from Unfair Trading Regulations 2008

In my first months as Ombudsman in 2007 I attended a seminar where a speaker referred to the Home Information Pack (HIP) legislation as the biggest change to the property sector since the Land Registration Act 1925 and how agents needed to apply themselves fully to understanding and accommodating the regulations.

The HIP came and went over a fairly brief period and was not a major change to an agent's business. However, a real significant change in both sales and lettings is the heightened application by enforcement bodies of the Consumer Protection from Unfair Trading Regulations 2008 (CPRs). In my Annual Report for 2011 I noted that the Department for Business, Innovation and Skills (BIS) was proposing that the Property Misdescriptions Act 1991 (PMA) could be repealed as the obligations on businesses under that Act were now covered by the scope of the CPRs. In 2012 the repeal of PMA was announced (to occur late 2013) and Trading Standards has declared its intention to use the CPRs to enforce consumer protection and build up a bank of case law. In the meantime, the TPO Codes of Practice for both sales and lettings already include the requirement to act in accordance with CPRs and, as can be seen from the case studies later in this report, I am already considering CPRs in the specific circumstances of many cases referred to me and I intend to build up a bank of decisions to assist both agents' and consumers' understanding of the legislation.

The CPRs introduce an approach which leaves matters open to interpretation related to the particular circumstances and essentially requires disclosure of all material information. One person's definition of 'material information' could be very different to another person's and I can foresee many arguments and many disputes arising about this aspect.

Clearly it is essential for the consumer (actual or potential buyer, seller, landlord or tenant) to be treated fairly and openly by an agent. Anyone looking to enter into a property transaction should be fully equipped with all relevant information about both the service being offered and the property they are interested in. The CPRs make it a requirement that agents do that as a matter of course but, in my view, the Regulations are not easily applied to the property sector. They are designed to apply generally to retail transactions for goods and services and do not sit comfortably when it comes to the sale or letting of property. The PMA and its associated regulations are quite specific about an agent's responsibilities when describing the facilities, aspects and attributes of a property being marketed. Coupled with the TPO Code of Practice, which makes clear that all those involved in the sale and purchase of a property should be treated with integrity, fairness and best practice, the previous regime for standards meant that agents knew precisely what was required of them and consumers knew what would be disclosed and could protect themselves further (if that was necessary) by making their own enquiries or with the assistance of their own professional representatives.

The CPRs introduce an approach which leaves matters open to interpretation related to the particular circumstances and essentially requires disclosure of all material information. One person's definition of 'material information' could be very different to another person's and I can foresee many arguments and many disputes arising about this aspect. It would seem that 'caveat emptor' (buyer beware) has now been abandoned. I cannot help feeling that encouraging consumers to rely totally on what has been presented to them (for that is the direction that the Regulations allow) will lead to more dissatisfaction. Realistically, in a practical sense, an agent will not always get it right and there might be a situation where an aspect of the property has been wrongly advised which a previously cautious prospective buyer might have identified. If that buyer is now told he can depend entirely on what is being presented to him it would appear that disadvantage to him could be heightened because he could move into a property and then find he has been misled about a particular aspect.

In my opinion, taking away certainty (under the PMA) in favour of something which is intended to bring about full disclosure for the consumer but is less precise (and potentially of mixed meaning) is not a positive step.

I could opine that the consumer would be better protected by supplementing the CPRs with a requirement for an up-front disclosure document, available to all prospective buyers, detailing all aspects relating to a property (a report on the condition of the property, local searches, energy performance etc). Sounds like a Home Information Pack?

Having expressed my thoughts I must emphasise that CPRs are in force (and have been since 2008) and will be enforced. All agents (including letting agents) need to ensure that they diligently follow any guidance that is issued to equip themselves with a full understanding of the implications and that their business practices adapt to meet the obligations placed on them.

The Enterprise and Regulatory Reform Bill and 'Passive Intermediaries'

The second legislative development that I highlight is the potential dilution of the definition of 'estate agency' which is proposed in the current Enterprise and Regulatory Reform Bill (ERR) and which may have run its course by the time this Report is published. Contained in The Estate Agents Act 1979 (EAA) is the definition of what business activity brings a firm within the scope of that Act. Put simply if, in the course of business, a firm acts on the instructions of an individual to dispose of or acquire an interest in land through the introduction of a third party to the process (i.e. acting as an intermediary), then the provisions of the EAA apply. The proposed approach by BIS is to amend the EAA to allow a firm to be a 'passive intermediary' in that they will, to all intents and appearances, be an agent bringing about an introduction but will not be allowed to give the same level of advice or support to their client.

Again I find myself having to express a lack of support for this approach. I am unable to see how a blurring of the definition of 'estate agency' can best serve the consumer. Many people have used the phrase 'Ronseal approach' meaning they will do what "it says on the tin" or in other words do what they have said they will do. The point I am trying to make here is if it says on the tin 'estate agent', looks like an estate agent and acts like an estate agent then the consumer (remember buyer beware has also been abandoned) will assume they are dealing with an estate agent. They will potentially be unaware that, like a private sale, there is reduced protection under the CPRs and importantly no free access to redress through TPO if a dispute arises. I assume also that such offerings will be at a price much reduced on the charges by a recognised agent. Inevitably that will attract more sellers to use those services, more buyers will therefore be innocently drawn in and overall more consumers will be involved in a transaction where the only independent redress mechanism is potentially expensive legal action.

Regulating the Private Rented Sector

The third aspect for me to highlight is the lack of development of any regulatory regime for the lettings sector. In the introduction to my Annual Report as far back as 2008 I was signalling the shift of consumers out of property ownership into the private rented sector and the increasing number of those consumers who were expressing dissatisfaction about the agent with whom they had dealings. Occasionally I was presented with disquieting issues relating to the security of rents.

In my 2009 Report I encouraged whoever would be the new government after the 2010 General Election to address the inconsistency between the legislation relating to the way sales agents are required to conduct business and that relating to letting agents. I referred specifically to the obligations placed on sales agents by the Consumers, Estate Agents and Redress Act 2007 (CEARA) to join an approved redress scheme and that bringing about consistency of approach should be settled as a matter of urgency.

In my Reports for 2010 and 2011 I re-emphasised my concerns in this area. I know that the Association of Residential Letting Agents (ARLA), for example, has made clear over a 20 year period its support for regulation in the sector but over the lengthy period I have been expressing views on the subject, it has become clear to me that consumer organisations and those sector professional / trade associations such as ARLA and RICS share my view that a form

> I understand the Government approach to de-cluttering and over-regulation but it appears to me that we are seeing over de-regulation which benefits neither the agents nor consumers.

of regulation is very necessary to set a level playing field for those operating in the private rented sector. The only silence outside this consensus is from those agents (estimated to represent about 40% of the lettings sector in the UK) who have so far declined to register voluntarily with TPO or to affiliate themselves to bodies such as ARLA or RICS. Clearly, for them a lack of control or the ability to act without adhering to any set of standards is serving them advantageously, even if the landlords and tenants of the properties they look after are potentially at risk with no access to free redress or, importantly, no protection of clients' money.

The Government has, at the time of writing, yet to react to the pressure being exerted by stakeholders.

In January of the current year, however, two initiatives which commenced in 2012 have been pursued in this regard.

Firstly an Early Day Motion was tabled in Parliament by Annette Brookes MP which had the effect of again highlighting the issue and keeping the pressure on Parliament.

Secondly TPO, together with professional bodies and consumer organisations, assisted in compiling and supporting an amendment to the ERR Bill which would have the consequence of amending both the EAA to bring lettings agents within its scope and CEARA to require such agents then to be registered with an approved redress scheme. The amendment was presented at Committee stage in the House of Lords by Baroness Hayter where it received whole hearted support from the vast majority of peers who spoke. The amendment will be re-presented by Baroness Hayter at Report stage where the Lords will vote on whether it should be included in the Bill. At the time of writing I understand this Report stage will be reached in early March. We will therefore know quite soon whether there will be an opportunity for the amendments to be formally considered by Parliament.

There are arguments for (setting of consistent standards across the sector, for example) and against (costs of compliance, for example) a formal regulatory regime. Even with the Parliamentary amendment described above such a regime would not come about. It nonetheless would introduce a degree of control and structure which would better serve the consumer and provide a level playing field for agents to compete. It would potentially bring a greater number of agents within the standards laid down in the TPO Code of Practice for Letting Agents and would give landlords and tenants access to independent redress where disputes could not be resolved by the parties themselves.

The current Government has made clear that it is looking to reduce the burden on businesses and has introduced its 'Red Tape Challenge' to de-clutter the statute books of unnecessary legislation. The Government also wishes to avoid imposing burdensome regulation on business, preferring instead that business sectors put their own houses in order. Those organisations with involvement in the property sector, including those with a consumer advocacy role, want that to happen but realistically legislation is the only vehicle that can bring 100 per cent of letting agents within the fold.

To sum up, the specific disclosure requirements of the PMA will be lost to a more general piece of legislation; there could well be a two tier approach to estate agents with one tier appearing to be agents when they are not; and any introduction of a heightened control mechanism in the private rented sector remains distant. I understand the Government approach to de-cluttering but it appears to me that we are seeing de-regulation which benefits neither the agents nor consumers.

General Workload

Overall Increase

The year under report saw 15,782 new individual enquiries received by my office. Along with a 39 per cent overall increase in cases referred for formal review or early resolution (from 1,419 in 2011 to 1,970 in 2012), the proportion relating to sales and those relating to lettings continued to diverge from 42 per cent sales and 57 per cent lettings in 2011 to 40 per cent sales and 59 per cent lettings in 2012. The increase in new work did catch us out, as having forecast and therefore resourced to meet a total workload some 16 per cent less than actual, it has meant that the turnaround time for reviewing these cases has been extended. We are gradually bringing the situation back to a more acceptable level but every member of staff in my office has been working at full throttle and it is their commitment which has enabled us to at least to keep things under control.

I often try to gain an understanding of why my workload is increasing. It seems obvious that the shift of consumers into the private rented sector will inevitably bring more complaints from individual landlords and tenants and that simply emphasises the need for some form of regulation. I am not clear as to why there should be an increase of referrals relating to sales activity, especially given the market situation. Figures elsewhere in this report indicate that I found wholly or in part in support of the consumer in 61 per cent of such cases and that seems very high to me. I can only suggest that with sales agents having responsibility for less transactions there might be an opportunity to expend more time in ensuring that a diligent approach is taken to customer service to avoid consumer dissatisfaction; and to apply that diligence to any customer complaint that may arise.

Common Issues

In reviewing the complaints referred to me I continue to see the same issues arising. On the sales side there are frequently disputes (amongst other things) about the basis of calculating the commission fee; about two agents claiming a fee for introduction; about a lack of clarity as to whether an offer has been made and disputes about the description of the property. In regard to lettings the disputes (amongst other things) arise from claims of poor referencing; a lack of clarity about the precise status of holding deposits; about who is responsible for covering the cost of repairs to damage caused by the tenant and about fulfilment of any pre-contract conditions. Whilst I am not necessarily finding in favour of the complainant in every case, there is generally a common thread between all such disputes of misunderstanding and miscommunication.

Holding Deposits

A very common source of disgruntlement comes from prospective tenants in relation to holding deposits taken by agents at the point a successful offer has been made for a rental property where they have committed themselves to the referencing process and associated administration. At that point the agent is required to give a written receipt detailing the terms of the deposit.

The disputes I see concern two issues, a failure to provide that important written receipt and, most particularly, because the prospective tenant is challenging the fact that a sum, typically £500, has been paid, which the agent has retained in full when that prospective tenant has pulled out. My view is that retaining the full deposit where

the agent clearly has not incurred expenditure of that magnitude is not a fair approach, quite apart from the fact that, as presented to me, prospective tenants do not appear to have a full understanding of the status of this deposit.

To overcome all this I believe that the so-called holding deposit should be re-established within the sector as a fee of intent paid by the prospective tenant for a service supplied by the agent. In such an approach, the prospective tenant should only have to pay up front for the referencing and any other reasonable administration costs. If these have been carried out then, regardless of how long into the process it is, if the prospective tenant backs out it is clear that the fee will be forfeit. As nobody can guarantee they will pass referencing then no holding deposit should be paid until the referencing hurdle has been cleared and, more importantly, the holding deposit becomes an agreement between tenant and landlord that the property will be withdrawn from the market and that the monies will be credited against future rent commitments.

In my view structuring the payment of the fee of intent and the holding deposit more clearly describes the purpose and status of the payments being made. The two-tranche proposal leaves no room for ambiguity and should therefore reduce misunderstanding. I have necessarily abbreviated my suggested approach to this subject but I would be pleased to gain some feedback from agents reading this report as to their views on the matter.

It is clear also from what is referred to me that the consumer perhaps does not fully grasp the commitments they are entering into when signing an agency agreement and the liabilities they have accepted. They will perhaps have misunderstood what the agent has said or will not have asked for clarification when they are unsure about a particular matter. To avoid consumer dissatisfaction, and therefore potentially a dispute which might escalate such that it is referred to my office, the agent must be absolutely clear and open about their fees and what is expected of the individual instructing them, together with ensuring that the buyer / tenant or prospective buyer / tenant is also adequately supported. The agent is the professional in the process and it is therefore his responsibility to properly equip the actual or potential seller, buyer, landlord or tenant.

At the start of this introduction to my report I explained my thoughts on the CPRs. Those Regulations are in force and require agents to operate a diligent approach.

Closing Remarks

I have noted already the commitment of everyone in my office towards maintaining the service of resolving disputes and general enquiries directed to us. I take this opportunity to thank them formally for their continued support and application.

Christopher J Hamer
Ombudsman

2012 Headlines
and Highlights

Increasing Membership

TPO membership levels continued to grow with an additional 1,047 letting agents joining the scheme and voluntarily agreeing to act in accordance with the TPO Code of Practice. By 31 December 2012, the total number of offices registered for sales increased to 11,933, whilst offices registered for lettings increased to 9,748.

Ending the Anomaly

From April 2012, all agents registered with TPO were automatically covered for sales, lettings, commercial, auctions and international agency services at no extra cost to them. Consumers can now have confidence that agents displaying the TPO logo are covered for all of the estate agency services they offer.

MEMBERSHIP

1,047

New letting agents joined TPO

11.3%

Overall increase in membership

Consulting on the Issues

TPO responded to consultations and information requests from Which?, Shelter, the Welsh Government and the OFT, providing detailed commentary and extensive data to assist their inquiries into the private rented sector. In addition TPO responded to the Department of Business, Innovation and Skills (BIS) proposals to repeal the Property Misdescriptions Act and amend the Estate Agents Act.

The Private Rented Sector Debate

TPO asked Professor Michael Ball to conduct an investigation into the issues surrounding the regulation of residential letting agents and his thought-provoking report 'Regulating Residential Letting Agents: The Issues and the Options' was the outcome. The report was officially released at a House of Lords forum attended by representatives from the government and 33 key organisations including ARLA, ARMA, CAB, NAEA, NALS, NLA, OFT, RICS, Shelter, TDS, UKALA, Crisis, Which? and several lettings agencies.

ENQUIRIES

12%

Increase in complaint enquiries

8,334

Lettings enquiries received covering 14,017 different issues

4,261

Sales enquiries received covering 6,833 different issues

Becoming More Social

Last year TPO took its first tentative steps into the world of social media. In January 2012 the @TPOmb Twitter account was launched to great success, accumulating 2,000 followers in its first 12 months. This January TPO joined Facebook and will look to develop its page further in the future.

Promoting Best Practice

18 articles were written for the property press dealing with issues such as referencing, commission fees and holding deposits. In addition, 120 case studies were published on our website and a further 20 used in various trade publications. The Ombudsman gave 18 presentations to industry, government and consumer groups.

REVIEWS

58%

Of all formal reviews concerned lettings issues

1,597

Cases received for formal review

373

Early resolutions

LETTINGS REVIEWS

22%

Increase in lettings cases received for review

20%

Lettings issues concerned fees

50%

Lettings issues related to service

SALES REVIEWS

7.5%

Increase in sales cases received for review

16%

Sales issues concerned fees

68%

Sales issues related to service

TPO Membership

Membership - Registered Offices	31 Dec 2011	31 Dec 2012	Increase
Lettings	8,701	9,748	1,047
Sales	11,504	11,933	429
Commercial	327	1,022	695
Residential Leasehold Management	90	119	29
International	78	190	112
Chattels	16	61	45
TOTAL	**20,716**	**23,076**	**2,360**

Last year saw overall membership levels increased by 11.3%, which included 1,047 new letting agents all of which voluntarily registered with TPO and, in doing so, agreed to act in accordance with the TPO Code of Practice for Residential Letting Agents.

Overall Enquiries
Statistics

Overall Enquiries	2011	2012	Increase
Lettings	7,641	8,334	693
Sales	4,186	4,261	75
Other / General	2,239	3,187	948
TOTAL	**14,066**	**15,782**	**1,716**

The additional 1,716 individual enquiries received by TPO during 2012 represented a 12% overall increase.

The figures reflect the number of individual (potential) disputes referred to TPO, not the number of contacts (i.e. email, telephone or letter) in relation to each enquiry.

The Complaint Process

Stage 1
CONTACT TPO OFFICE
The First Contact and Jurisdiction Teams determine whether the complaint falls within the Ombudsman's Terms of Reference (i.e. if it can be considered) or offer guidance to the consumer if TPO is unable to process the complaint.

Stage 2
GUIDANCE
If the complaint can be accepted, the First Contact and Jurisdiction Teams will establish whether the dispute has been raised with the registered firm and whether the firm's in-house complaint process has been completed and a final viewpoint letter issued.

Stage 3
EARLY RESOLUTION
Following receipt of the signed Complaints Form and supporting documentation, if we consider that the dispute could be resolved without a formal review, TPO will contact both parties to seek a resolution.

Stage 4
ACCEPTED FOR REVIEW
The Case Management Team contacts the registered firm to request their company file and their formal response to the complaint.

Stage 5
FORMAL REVIEW
The case is allocated to a Case Officer who conducts a full and impartial investigation, considering all the submissions provided by both parties. The Case Officer then produces a report with recommendations for the Ombudsman.

Stage 6
PROPOSED DECISION
The Ombudsman considers the report and issues his Proposed Decision to the unsupported party first and then the supported party.

Stage 7
REPRESENTATION
Each party is provided with the opportunity to accept or represent against the Proposed Decision.

Stage 8
FINAL DECISION AND AWARD
Following consideration of any new evidence, the Ombudsman will issue his Final Decision. If the complainant accepts the Final Decision and an award has been made, the Case Management Team will check that it has been paid by the registered firm. If the complainant has not accepted the Final Decision, they remain free to pursue the matter elsewhere.

The Ombudsman can consider complaints:

- Made against firms registered with TPO.
- Where the issue came to the complainant's attention within 12 months of a written complaint being issued to the registered firm.
- Which have completed the registered firm's in-house complaints process.
- Which are referred to TPO within six months of the date of the registered firm's final response.

The Ombudsman cannot consider complaints:

- Which have not previously been presented to the registered firm as a formal written complaint.
- Which are being dealt with by a Court or a regulatory body, unless both parties have agreed to place that action on hold.

The Ombudsman can use his discretion where he considers complaints to be either frivolous or vexatious.

"I would like to thank you for the diligent care, time and effort you have clearly put into this case. You certainly have a very difficult if not almost impossible job. We are always keen to improve our service in any way we can and we have certainly learned a lot from this experience. As a result I am sure our service to tenants and landlords alike will be better in the future"
Agent A, North Yorkshire

Lettings Enquiries
Statistics

Lettings Enquiries	2011	2012	Increase
Within Terms of Reference	4,999	5,702	703
Outside Terms of Reference	722	511	-211
Against non TPO Agents	1,920	2121	201
TOTAL	**7,641**	**8,334**	**693**

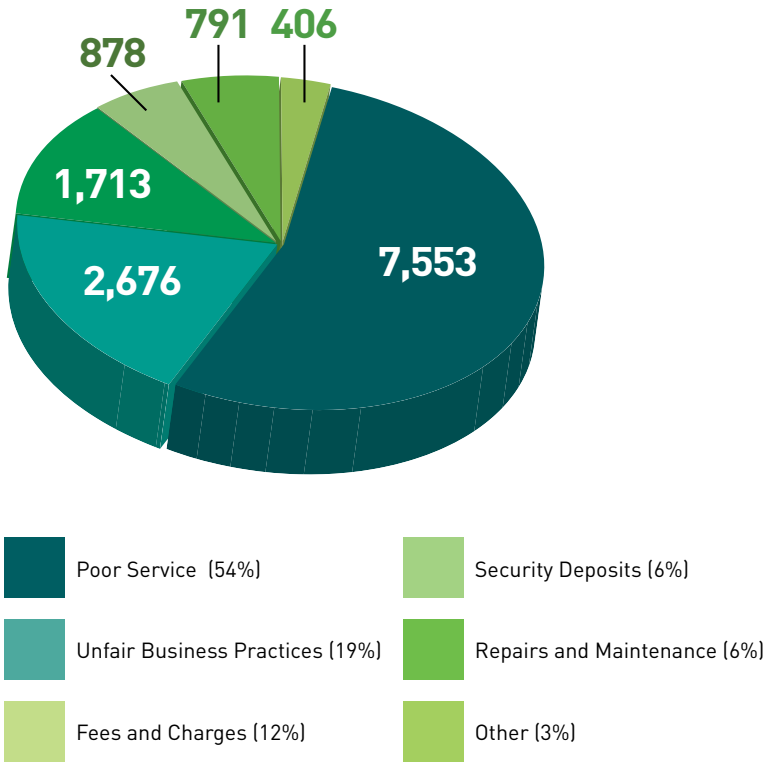
Lettings enquiries increased by 9% on 2011 figures.

Although 1,044 new letting agents registered with TPO in 2012, complaint enquiries relating to non-TPO agents increased by 11%.

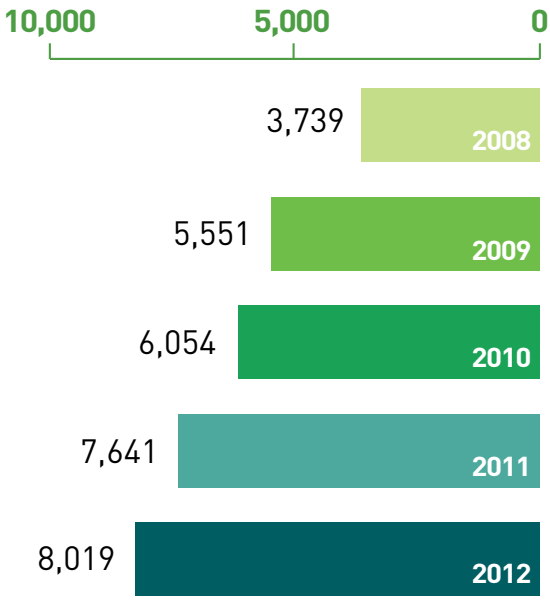
On average, 11 contacts occurred per enquiry reflecting the multi-issue nature of letting disputes. This figure increased to 29 contacts if the enquiry progressed to formal review or early resolution.

A total of 14,017 separate issues were raised by letting agent consumers, over half of which related to service.

Lettings Issues Reported to TPO



Lettings Complaint Enquiries 2008 to 2012



Note: Average year on year increase in lettings enquiries is 22%

Lettings Casework
Statistics

These statistics relate to complaints which progressed to the formal review stage.

Lettings Caseload	2011	2012	Increase	% Increase
Workload	768	934	166	21.6%
Reviewed	756	871	115	15.2%
Cases Closed	769	738	-31	-4.0%
Representations	215	214	-1	-0.5%

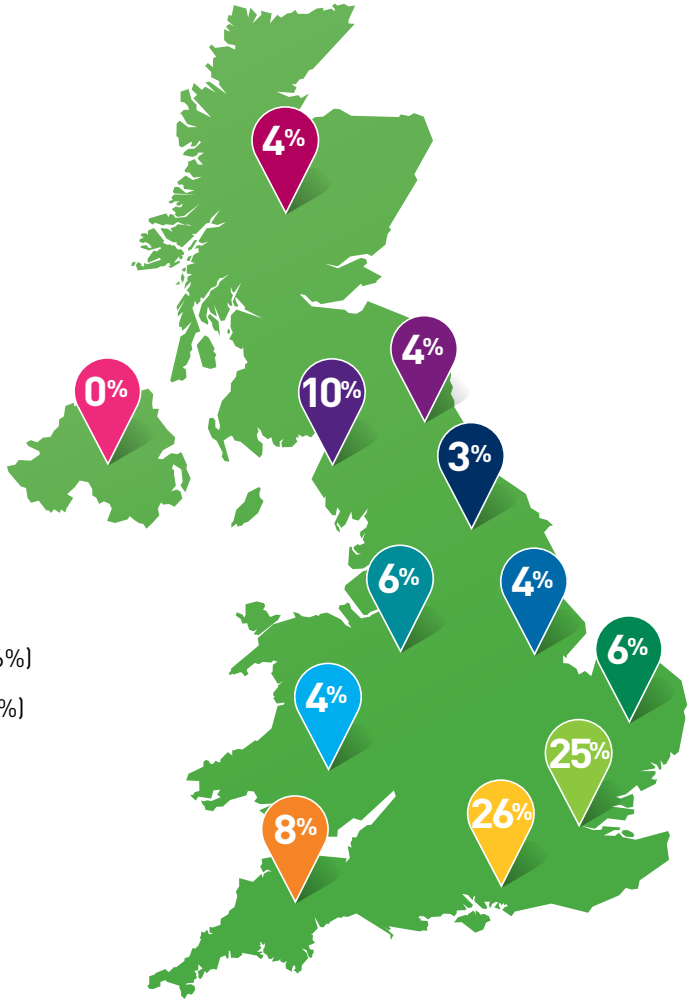
Description of Complainants	2011		2012	
	Cases	% Split	Cases	% Split
Landlord	421	54.8%	399	54.1%
Tenant	344	44.7%	330	44.7%
Third Party	4	0.5%	9	1.2%

Lettings Decisions	2011		2012	
	Decisions	% Split	Decisions	% Split
Non-Support	251	32.6%	193	26.2%
Support	518	67.4%	545	73.8%

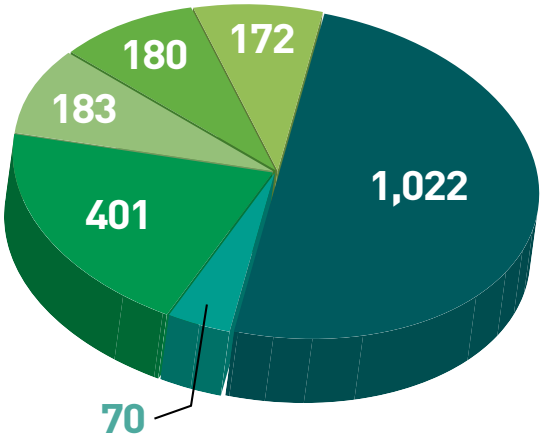
Lettings Awards	2011	2012
£1 to £99	101	112
£100 to £499	333	343
£500 to £999	47	64
£1,000 to £2,999	31	21
Above £3,000	6	5
Total Value of Awards	£159,250.40	£177,031.06
Average Lettings Award	£307	£325

Formal reviews by area % 2012

- Northern Ireland (0%)
- Scotland (4%)
- North East (4%)
- North West (10%)
- Yorkshire (3%)
- Wales (4%)
- West Midlands (6%)
- East Midlands (4%)
- Eastern Region (6%)
- South East England (26%)
- South West England (8%)
- Greater London (25%)



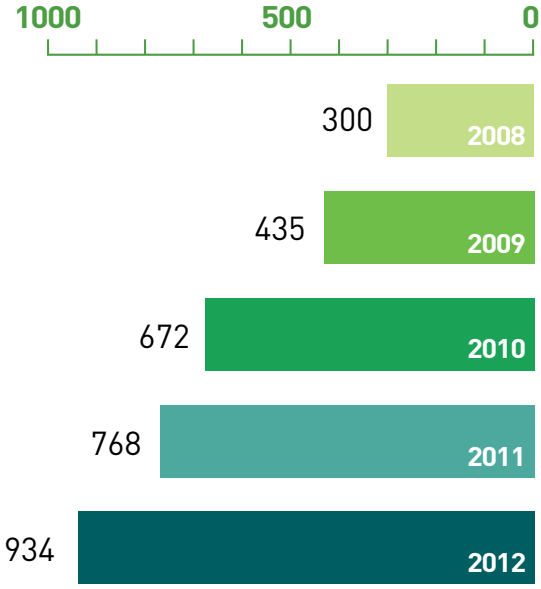
Complaint issues investigated



- Poor Service (50%)
- Unfair Business Practices (4%)
- Fees and Charges (20%)
- Security Deposits (9%)
- Repairs and Maintenance (9%)
- Other (8%)

The last 5 years...

Cases received for investigation 2008 - 2012



Lettings
Case Studies

An Inconvenient Convenience

Complaint

Shortly after Mr and Mrs A moved into the property they discovered that the landlord, who worked in a neighbouring office, was using the toilet situated in the property. Upon questioning the landlord he advised that his use of the toilet during business hours was a requirement of the let which had been conveyed to the Agent. Mr and Mrs A then raised a complaint alleging that they had not been informed of this requirement by the Agent prior to agreeing the tenancy and, as such, wished to end the tenancy, demanding the monies they had paid in relation to fees, the deposit and rent to be returned. The Agent argued that Mrs A had been advised during the viewing that the landlord required access to the toilet during his working hours. However, they went on to add that they appreciated Mr and Mrs A's concerns and, together with the landlord, wished to make them an offer to end the tenancy. Mr and Mrs A refused the offer.

Investigation

Whilst the Agent maintained that Mrs A was advised regarding this matter during a viewing of the property, I found no evidence to support this claim. I commented that, given the nature of the issue, I would have expected the landlord's intended use of the toilet to have been brought to Mr and Mrs A's attention in writing in accordance with Paragraphs 4f and 6g of the TPO Code of Practice, given that it represented material information that should have been divulged and was a significant pre-condition of the tenancy. Furthermore, given these circumstances, I pointed out that I would also have expected the toilet arrangements to be reflected in the Tenancy Agreement in accordance with Paragraph 8a of the TPO Code of Practice.

Outcome

It was apparent that the Agent did not act in accordance with their obligations under the TPO Code of Practice in respect of this matter. Accordingly, I considered that Mr and Mrs A had been caused avoidable aggravation as a result of the Agent's failure to take reasonable care when describing the property which had effectively misled them into determining what fixtures and fittings were to be included for their sole use. I, therefore, supported the complaint and made an award of £1,149 which reflected the fees, the first month's rent and the deposit already offered by the Agent and an additional amount in relation to complaint handling failures.

Learning

Under Paragraph 4f of the TPO Code of Practice, agents are required to ensure that they comply with the Consumer Protection from Unfair Trading Regulations 2008 by taking reasonable steps to ensure information material to the consumer's decision is brought to their attention. In this case, the shared use of the toilet facilities was clearly material information and should have been conveyed to Mr and Mrs A at the earliest opportunity.

> The responsibility lay with the landlord to ensure the property was free from vermin and fit for purpose prior to the start of the tenancy. However, in the circumstances, I pointed out that the Agent had an obligation under Paragraph 4f of the Code of Practice to disclose any material information of which they were aware...

Garage Problems

Complaint

After moving into the property, the tenants, Mr and Mrs B, contacted the Agent to advise that they were unable to access the garage. The Agent initially responded telling them where they could find the key. The key was not where they said and upon further questioning at a later date stated that the landlord had informed them that the garage was not operational and unfit for use. Mr and Mrs B subsequently complained that the property had been incorrectly described to them.

Investigation

I noted that the Agent had included the garage in the property particulars and had marketed it as being included in the tenancy. I also found that there was no information in the Agent's file to substantiate their argument that the landlord had subsequently withdrawn the garage as part of the let as it was unfit for purpose. Indeed, had such a situation occurred I would have expected the Agent to have compiled detailed records which would have included their recommendations to resolve the matter by way of suggesting and arranging a suitable repair. Moreover, had the garage been of a condition that it was not fit for use, I would have expected the Agent to have identified this at the market appraisal stage.

Outcome

I found that the Agent had not provided Mr and Mrs B with accurate information about the property and this subsequently caused them a problem when they discovered they could not use the garage to store some of their items. I also found that the Agent had not been proactive in addressing the complaint when it was raised, had not investigated it thoroughly or provided an adequate response to it. I, therefore, supported the complaint and made an award of £500.

Learning

Paragraph 4f of the TPO Code of Practice obliges Agents to ensure that they comply with the Consumer Protection from Unfair Trading Regulations 2008 and take reasonable steps to ensure statements made about a property, whether oral, pictorial or written are accurate and not misleading. Marketing a property with a specific feature which does not form part of the offered tenancy is misleading.

Rats!

Complaint

On the first day of the tenancy, Mr C, the tenant, found that the boiler was not working and immediately reported the matter to the Agent, explaining that he was unable to live in the property until the problem was fixed. The Agent advised the landlord straight away and arranged for a contractor to attend the property the same day. However, upon investigating the problem the contractor found traces of a rat infestation. The complications in dealing with the two connected issues eventually led to the landlord agreeing to terminate the tenancy with Mr C being refunded his rent and deposit. However, Mr C considered that the Agent could have done more to prevent the situation arising and promptly complained.

Investigation

The Agent acknowledged that they had been managing the property for three years and that six months prior to Mr C moving in, the previous tenants had reported hearing scurrying noises. The matter had been reported to the local environmental health office who had investigated the matter and produced a report which was sent on to the landlord to enable her to take the appropriate action. The Agent stated that they had received assurances from the landlord that the problem had been resolved and argued that, in any case, as the property was vacant prior to Mr C's tenancy, they were not managing the property therefore the responsibility lay wholly with the landlord to ensure the property was free from vermin and fit for purpose. Whilst it was clear that the Agent was not managing the property during the vacant period, their file notes contrasted with their statement by recording that contact with the landlord indicated that she had not managed to resolve the rat problem prior to the tenancy starting.

Outcome

I considered that the Agent acted correctly in promptly arranging for the boiler issue to be investigated and agreed that the responsibility lay with the landlord to ensure the property was free from vermin and fit for purpose prior to the start of the tenancy. However, in the circumstances, I pointed out that the Agent had an obligation under Paragraph 4f of the Code of Practice to disclose any material information of which they were aware during marketing and especially before Mr C agreed to proceed with the tenancy. This information included the fact that there had recently been an issue with rats at the property which had led to the involvement of environmental health who had indicated that the landlord should take action. The fact that this action was ongoing should have been divulged. I, therefore supported the complaint and made an award of £350, which took into account the tenancy application fee paid to the Agent.

Learning

Whilst the landlord is responsible for ensuring that the property is fit for purpose and complies with the appropriate safety legislation, if there are outstanding issues which may affect the decision of a potential tenant to view, make an offer or agree a tenancy on that property, the information should be divulged by the agent as soon as is practical and in accordance with Paragraph 4f of the TPO Code of Practice.

Reckless Referencing

Complaint

Mr and Mrs D were the landlords who had instructed the Agent on a tenant find only basis. Following the Agent undertaking this task and installing the tenants in the property, rental payments stopped and Mr and Mrs D found themselves in the position of having to take legal action to regain possession of the property. Mr and Mrs D referred the dispute to my Office following the conclusion of legal action which had removed the tenants from the property but had left them with a substantial shortfall in rent.

Investigation

The Agent had obtained references for the tenants, one of whom was reported as owing substantial sums and had a number of County Court Judgments, and the other was reported as having no employment. The referencing agency recommended that the unemployed applicant only be accepted provided a suitable guarantor was found. The Agent then wrote to Mr and Mrs D stating that the applicants had passed referencing checks and a guarantor had been found. Predictably the tenants soon stopped paying rent. After eviction proceedings and recovering the deposit of £1,500, Mr and Mrs D were faced with a loss of £6,100.

Mr and Mrs D also provided evidence that there was no realistic prospect of the outstanding debt ever being paid by the tenants. My investigation also found that the Agent had failed to obtain a guarantor, despite their assurances to the landlords.

Outcome

I concluded that the Agent had not just distorted the facts when reporting on the referencing results but had acted recklessly in moving the tenants into the property without a guarantor. Their later insistence to Mr and Mrs D that there was a guarantor was simply not true and their submission that the tenants were deemed acceptable was misleading. Whilst I normally take the view that no amount of referencing can guarantee that rent is paid, in this case there was never any realistic prospect of the rent being paid and vital information had been deliberately withheld to the extent that the Agent had misinformed Mr and Mrs D. I, therefore, concluded that a quantifiable financial loss could be attributed to the Agent's shortcomings and awarded £6,275 in total which also included a sum for the avoidable distress aggravation and inconvenience caused by the Agent's actions.

Learning

It is vital that correct and clear referencing information is provided to landlord clients to enable them to make an informed decision whether to accept prospective tenants, prior to any tenancy being agreed. If there is any doubt whether a tenant is suitable for a tenancy the landlord must be appropriately apprised and his written decision obtained.

Where is the Holding Deposit Agreement?

Complaint

After the Agent found a potential tenant who wished to move into the property immediately, Mrs E, the landlord, paid the existing tenant £500 to end the tenancy early. She did so on the assumption that the £500 holding deposit received by the Agent from the prospective tenant would mitigate her loss should the new tenancy not proceed. However, following the prospective tenant withdrawing due to personal reasons, the Agent kept the £500 holding deposit.

Investigation

My examination of the Agent's file found no record of any prior discussion about the holding deposit arrangements. Indeed, I found no terms and conditions recorded in in any agreement (or list of charges) be it between Mrs E and the Agent or between the Agent and the potential tenant. In the absence of this information, I based my decision on what I considered to be fair and reasonable in the circumstances.

Outcome

I considered that if the prospective tenant had been asked, he would have thought he was paying £500 as a deposit to the landlord and not administration costs to the Agent. Mrs E had acted to her financial detriment on the assumption she could claim £500 if the tenancy did not proceed. The sum in question exceeded what might be considered reasonably intended to cover an agent's administration costs. I pointed out that it was the Agent's professional responsibility to clearly explain and record the holding deposit terms and to only withhold monies to cover their appropriate costs. However, in the absence of an agreement which entitled Mrs E to retain any of the deposit monies, I was unable to award her the balance of the holding deposit monies. Indeed, I directed the agent to return the balance of £350 to the prospective tenant. However, I considered that the Agent's failure to ensure that the appropriate terms and conditions were put in place to enable Mrs E to claim on the holding deposit had caused her avoidable and unnecessary inconvenience, distress and aggravation. Accordingly, I made an award of £350.

Learning

In accordance with Paragraph 6g of the TPO Code of Practice, written terms and conditions relating to holding deposits must be provided to the prospective tenant prior to their offer being formally accepted and certainly before the point the monies are paid. Agents should also ensure that they follow OFT guidance and only retain monies for reasonably incurred costs. If monies are to be passed to the landlord in the event of a tenant withdrawing, this must also be detailed in the terms and conditions of the holding deposit arrangement.

The Holding Deposit and Pre-Tenancy Conditions

Complaint

The prospective tenant, Miss F, paid a holding deposit and administration fees to the Agent on the condition that the landlord agreed a break clause which met her employer's approval. Miss F asserted that an agreement had been reached that if this requirement proved impossible she would get her money back. Unfortunately, following a suitable break clause not being agreed, Miss F withdrew and the Agent stated that they would only refund half of the monies.

Investigation

The Agent produced a draft break clause which fell well short of the employer's known requirements, however they argued that only a 50 per cent refund should occur as they felt they should have been given a chance to negotiate the wording further. Aside from the fact such negotiations did not form part of the conditions attached to Miss F's offer, given the overall handling of her offer, I considered that Miss F had justifiably concluded that she could not continue to deal with the Agent with any confidence. The Agent had variously disputed what rent had been offered and agreed, she had been given no receipt for her money when she paid, she had to pay in cash, she had not been given a copy of a specimen tenancy despite repeatedly asking and she had not been given any written explanation of the holding deposit terms or record of her offer. Indeed, Miss F's confidence was exhausted when, two days after paying her holding deposit, the Agent sent her written terms showing she would lose all her money (which was a four figure sum) if she withdrew, in total contradiction of their verbal agreement pertinent to agreeing a suitable break clause.

Outcome

Given that the Agent sought to renegotiate the conditions of Miss F's offer after it had been accepted and a holding deposit taken, I considered it reasonable for Miss F to withdraw from the transaction without any financial penalty. As Miss F simply requested the return of the monies paid, I directed the Agent to refund her the full balance of £1,225.

Learning

Once an offer has been accepted and a holding deposit paid, it is simply not acceptable to renegotiate the conditions of the proposed tenancy unless referencing results indicate further action is required. Agents' terms and conditions in which they seek to obtain holding deposits should reflect these circumstances.

Damage Deposit and Rent Arrears

Complaint

The Agent had arranged a two year tenancy between the tenant and the landlord, Mr G. By the ninth month the tenant had accrued £6,900 rent arrears and had caused approximately £2,000 worth of damage to the property. Mr G commenced possession proceedings and a Court hearing took place at the tenth month where the judge awarded possession to Mr G together with an order for the rent arrears owed by the tenant. The matter of damages to the property was not considered by the Court. However, unbeknown to Mr G, a few days before the Court hearing, the Agent agreed with the tenant that due to the severe rental arrears the deposit of £1,592.28 would be released in full to cover some of that debt. After being informed of this development, the judge deducted £1,592.28 from the money judgement order for rent arrears awarded to Mr G. Mr G then complained that the Agent's actions had denied him the opportunity of seeking payment towards the damages via the tenancy deposit arbitration process and instead, was left with no option but to commence further legal action to recover these monies.

Investigation

The Agent argued that they had obtained an agreement from the tenant for the deposit to be disbursed as rent in order that Mr G would receive it more speedily than if he had claimed it for damages via arbitration. However, Mr G argued that he did not see why he should pay for further legal action and asserted that the Agent should compensate him for the full £1,592.28. I found no evidence in the Agent's file which indicated that they had sought Mr G's instructions prior to taking the decision to approach the tenant themselves to negotiate the release of the deposit.

Outcome

I supported Mr G's grievance insofar as he had been deprived of his right to pursue the tenant for damages by means of adjudication and I was critical of the Agent for their breach of Paragraph 8e of the TPO Code of Practice and also legislation that prohibits the holder of the deposit (that being the Agent as stakeholder) from disbursing the deposit without the agreement of the landlord and tenant. However, I did not agree that the Agent was liable for the costs of the tenant's damage to the property and, therefore, was not persuaded that they should reimburse Mr G with the full deposit. That said, the Agent's actions had and were clearly going to cause Mr G avoidable aggravation and potential costs and I, therefore, made an award of £500.

Learning

The deposit monies are the tenant's monies until such times as it has been agreed by both the tenant and the landlord that they can be distributed in a particular manner. If those parties cannot agree, then the matter should be referred within the relevant timescales to the appropriate tenancy deposit scheme.

> "I concluded that the agent had not just distorted the facts when reporting on the referencing results but had acted recklessly in moving the tenants into the property without a guarantor"

Incorrect Notices

Complaint

The landlord, Mrs H, entered into a guaranteed rent arrangement with the Agent. However, following a series of rental payments being missed, Mrs H instructed the Agent to regain possession of the property. After a number of months, Mrs H became concerned about the time being taken and, following a number of her letters not being responded to, raised a complaint.

Investigation

The guaranteed rent arrangement was such that the Agent entered into a tenancy agreement as the tenant with Mrs H as the landlord. That tenancy agreement gave the Agent permission to sublet the property which they had done. However, following the sub-tenant withholding rent, the Agent stopped paying rent to Mrs H. I found no evidence to suggest that the Agent had sought to explain their reasons for doing so and, as the tenancy agreement confirmed that the Agent was the tenant, regardless of the sub-tenant's actions, I considered the Agent liable to pay rent to Mrs H. Regarding the length of time taken to obtain possession, I found that over 12 months had passed since Mrs H gave notice to the Agent to regain possession of the property and that in that time the Agent had incorrectly served notice on the sub-tenant once and had failed to promptly act upon the expiry of a second notice. Finally, I found that the Agent had failed to respond to Mrs H's letter of complaint or any correspondence thereafter despite the clear requirements of Section 15 of the TPO Code of Practice.

Outcome

I considered that the Agent had failed to act in accordance with their obligations under Paragraph 11a of the TPO Code of Practice insofar as they had failed to correctly serve the appropriate notices on the sub-tenant. I also considered that the Agent was liable for the rent under the terms of the tenancy with Mrs H and, upon receiving my Review, the Agent agreed to release the rent. However, given the Agent's complaint handling, notices failures and the time taken for matters to be resolved, I made a further award of £900.

Learning

It is imperative that Agents ensure that their staff are appropriately trained in order to correctly draft and serve legal notices, if such a service is not to be provided by a solicitor. Paragraph 1b of the TPO Code of Practice requires agency staff to be full conversant with all aspects of the TPO Code, their legal responsibilities and the relevant legislation.

> "The Agent had arranged a two year tenancy...By the ninth month the tenant had accrued £6,900 rent arrears and had caused approximately £2,000 worth of damage to the property"

Guaranteed Rent?

Complaint

Following the end of the tenancy and the tenancy deposit scheme awarding the full amount of the deposit to Mrs I (the landlord) in respect of damage caused to the property, she raised 21 different complaints concerning the Agent's conduct which she asserted had contributed to the problems arising. Mrs I's central claims were that the tenant found by the Agent was unsuitable for the property, that they failed to undertake proper references and that they did not carry out inspections during the tenancy which would have alerted her to the problems sooner. The Agent's response was that they had obtained acceptable references, that they were not responsible for the tenant's behaviour and that they were, therefore, not liable for the balance of the costs not settled by the security deposit.

Investigation

My examination of the Agent's file found that they had formally agreed to rent the property from Mrs I as the tenant and put in place a sub-tenant. The sub-tenancy agreement recorded the Agent as the landlord, however, the head-lease (with Mrs I) contained clauses whereby the Agent sought to remove liability from themselves in respect of the sub-tenant's performance under the sub-tenancy agreement. I also found that the Agent had carried out references which the sub-tenant had failed due to no discernible source of income, but had obtained a guarantor. I was presented with no evidence to indicate that detailed advice concerning the referencing results had been passed to Mrs I and that her permission to progress the sub-tenancy to that tenant had been sought. I did, however, note that the Agent had served a number of notices on the sub-tenant which recorded them as the landlord.

Outcome

I pointed out to the Agent that if they wished to put in place a tenant who had failed prudent referencing criteria and agree arrangements in which they intended to remove liability from them in respect of that tenant's performance under a sub-tenancy agreement that Mrs I was not party to, then they should have provided Mrs I with detailed commentary of the referencing results (of the sub-tenant and guarantor) and sought her written approval before agreeing any tenancy agreement with the sub-tenant. To not do so was neither fair nor reasonable, regardless of whether a guarantor had been obtained. Given that the Agent further complicated matters by issuing notices to the sub-tenant recording themselves as the landlord, I supported the complaint and made a total award of £4,087.31 which included the balance of the outstanding costs relating to the damage to the property along with an award for avoidable distress, aggravation and inconvenience in relation to six of the eight complaints I supported. I also advised the Agent that is was their decision whether to continue their pursuit of the sub-tenant and guarantor to reclaim these monies under the terms of the sub-tenancy agreement.

Learning

If an agent is to rent the property from a landlord, become the tenant and sub-let at a higher rent for commercial gain (i.e. set up a guaranteed rent arrangement), then it is simply neither fair nor reasonable to include clauses within agreements which absolve the agent of any liability relating to the sub-tenant's performance without the client landlord's permission being sought following full disclosure of the sub-tenant's references.

More Reckless Referencing

Complaint

In this case the Agent arranged a tenancy for two years in favour of four tenants who had offered to pay £200 per month more than the previous tenants. The landlords, Mr and Mrs J, were understandably happy that the Agent had found tenants willing to pay a higher level of rent. However, nine months into the tenancy Mr and Mrs J were contacted by the police to advise that they intended to raid the property as the heat signatures detected from the building indicated that it may be being used for drug cultivation. Furthermore, the police advised Mr and Mrs J that the persons living in the property were not those as recorded in the tenancy agreement and that references may have been forged. Following the raid, which found that the property was being used as a cannabis farm, Mr and Mrs J complained to the Agent stating that they should have been more diligent in their referencing. The Agent responded by arguing that, as per a previously arranged tenancy, they had not used a referencing service provider, adding that the documents provided by the tenants contained no information which should have put them 'on notice' that something may have been wrong.

Investigation

I found that the Agent's referencing of the tenants should have indeed put them 'on notice' as three of the four tenants came from Vietnam, yet no documents had been obtained confirming that they had rights to live and work in the UK; only two of the tenants had provided proof of a current and previous address; none of the tenants had provided a previous landlord reference and none of the tenants had been credit checked. Furthermore, from the information provided, I was not convinced that the Agent had actually met all of the tenants.

Outcome

As it was clear that the Agent had failed to act in accordance with Paragraphs 7a and 7c of the TPO Code of Practice by providing an appropriate referencing service, I supported the complaint. Accepting that no amount of referencing can guarantee that a tenant will pay the rent, in this case, the Agent had every reason to doubt that the tenants would be suitable for the tenancy. However, the tenants had paid the rent regularly and on time. It was also apparent that Mr and Mrs J were aware of the Agent's referencing methods through previous tenancies, insofar as referencing service providers were not used. As such, I considered that Mr and Mrs J could have required more questions to be asked of the tenants before agreeing to the tenancy. As there was no financial loss to consider, I made an award of £500 to reflect the avoidable distress, aggravation and inconvenience that the Agent's poor referencing service had caused the landlords.

Learning

In the circumstances where an agent obtains information about a tenant which should clearly put them on notice that the tenant is unlikely to be suitable for the tenancy, I expect that agent to make further enquiries and to inform their landlord client of their findings and provide appropriate advice. To not do so and to proceed with the tenancy is unprofessional and reckless, and may well lead me to make an award which includes loss of rent and/or damages should the matter be referred to my office.

Case Studies
in Brief

An Excessive Gas Bill

The Tenant believed that the central heating boiler was faulty and the cause of the gas bill which he considered to have been excessive. He stated that the boiler had been attended to several times at his request by the Agent's approved contractor but the issue was not being dealt with efficiently. However, the Tenant did not produce any of the bills as evidence of the excessive amount he had been charged despite requests. It may well have been the case that the one bill the Tenant considered excessive was an accumulation of gas usage following a number of estimated bills or unpaid bills, however, without this evidence I was simply unable to determine the situation. Furthermore, the Tenant did not produce any evidence to suggest that the amount of gas used was as a result of a faulty boiler as opposed to his lifestyle or the manner in which he utilised the boiler settings. I pointed out that I could not support a complaint based on a tenant's opinion or unsubstantiated account and, with no evidence to support his belief that the boiler was faulty I did not uphold this complaint. The Agent had ensured that the boiler had been annually inspected and had referred the matter to the Landlord who had declined to change the boiler. I could not see what more the Agent was expected to do.

Court Ruling vs Ombudsman Decision

Following a Court ruling that the Landlords should pay the Agent's fee, the Landlords raised a number of service based complaints which had not previously been considered by the Court. The Landlords asserted that the Agent had not verified the identity of the Guarantor, however, I was satisfied that the Agent had accurately and fully explained that the Guarantor's surname change was due to marriage which documentation within the branch file made clear. The referencing of the Tenant was also appropriate and complied with Section 7 of the Code of Practice. Many of the other complaints were largely based upon an alleged breach of the tenancy agreement by the Agent and I pointed out that the agreement was between the Tenant and the Landlords. I did not support the complaints about the Tenant's treatment of the contents of the property (the Agent had conducted periodic inspections and reported on their findings) and his alleged action of replacing the Landlords' beige sofa with a brown sofa. Finally, the Landlords complained that the Agent had not released the deposit when they produced confirmation to do so from the Guarantor. I commented that the deposit was the Tenant's money and it was reasonable for the Agent to retain the funds until the Tenant's agreement to their release was provided. Overall, I did not support any of the complaints, all of which had been presented by the Landlords as justification, in their opinion, for me overturning a Court decision, which I could not do.

Tenant Find Only

The Tenant had an expectation that the Agent would manage the property but this was not the case as the Landlord had instructed the Agent on a tenant find basis only. The Landlord had vacated the property the evening before the tenancy commenced leaving it in an unclean condition and with a number of outstanding necessary repairs. The Tenant notified the Agent and expected them to expedite the repairs. I noted that the Agent had provided the Tenant with written details concerning the nature of their role at the start of the tenancy but, in this particular case, I was inclined to the view that it would have been helpful for the Agent to have verbally clarified to the Tenant that it was the Landlord who was responsible for the management of the property prior to the start of the tenancy in addition to providing him with the written guidance notes. However, I was not critical in this regard due to the subsequent actions of the Agent who had creditably taken on a role similar to that of a managing agent in an attempt to address the Tenant's grievances. My examination of the correspondence between the parties revealed that the Landlord and their contractor had made concerted efforts to contact the Tenant but were apparently ignored by him. The Tenant demanded that the Agent deal with the situation. It was unclear why he was so determined that the Agent should have had the involvement he misguidedly demanded but then ignored the attempts by the persons who could actually authorise, expedite and undertake the works on his behalf, that being the Landlord and the contractor. I did not support the complaint.

A Disputed Management Fee

A management fee dispute became a complex and confrontational complaint which had culminated in the letting agent instructing solicitors before the matter was referred to me. I approached the management fee and the counterclaim service issues in a manner which sought to promote a settlement that I considered represented a fair and reasonable outcome having regard to the TPO Code of Practice. I concluded that the Agent could not support their claim to charge management fees for the entire two year term of the tenancy after being disinstructed by the Landlords just two weeks after it had started, especially in the absence of any provision in their Terms of Business covering termination of the agreement and their right to charge in such event. I considered that as rent was due monthly, any notice to terminate ought to reasonably be one month minimum expiring on a rent day, so entitling the Agent to charge for two months management in total. I also considered that as the introduction fee was £300 less for a managed tenancy than it would have been for a tenant find only instruction, and as the Landlords stood to financially benefit despite having almost at once terminated the management agreement, they should pay the extra £300. In return for prompt payment of the fees I considered due, I directed the Agent to return the keys and the original tenancy agreement by way of full and final settlement.

"Thank you very much for going through the complaint and digging out the facts. The feeling that I was heard and my point of view was understood is a great relief to me"
Mr K, London

Sales Enquiries
Statistics

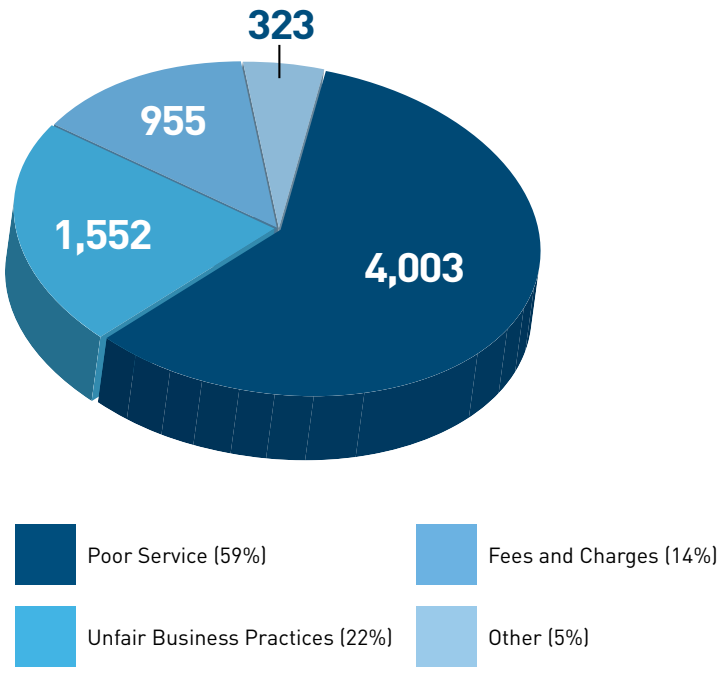
Sales Enquiries	2011	2012	Increase
Within Terms of Reference	3,289	3,186	-103
Outside Terms of Reference	279	204	-75
Against non TPO Agents	618	871	253
TOTAL	**4,186**	**4,261**	**75**

Although 429 new sales agents registering with TPO, enquiries against TPO agents declined while complaint enquiries relating to non-TPO agents increased.

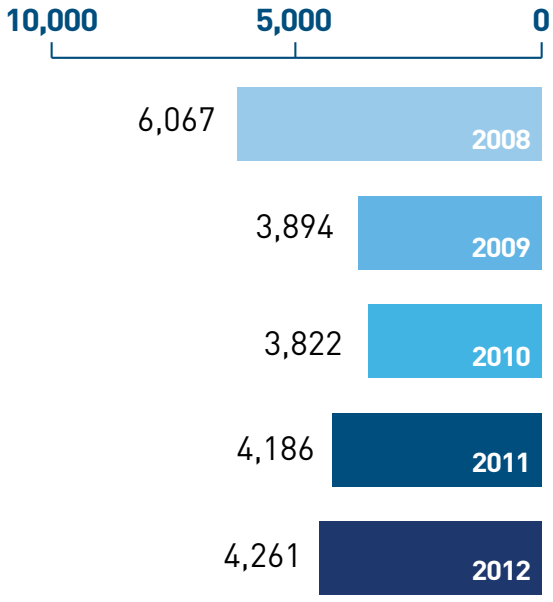
On average, 8 contacts occurred per sales enquiry. This figure increased to 15 contacts if the enquiry progressed to formal review or early resolution.

A total of 6,833 separate issues were raised by sales agent consumers, over half of which related to service.

Sales Issues Reported to TPO



Sales Complaint Enquiries 2008 to 2012



Note: 2008 reflected the sudden downturn in the sales market which occurred in the second half of 2007

Sales Casework
Statistics

These statistics relate to complaints which progressed to the formal review stage.

Sales Caseload	2011	2012	Increase	% Increase
Workload	587	631	44	7.5%
Reviewed	570	643	73	12.8%
Cases Closed	570	624	54	9.5%
Representations	136	125	-11	-8.1%

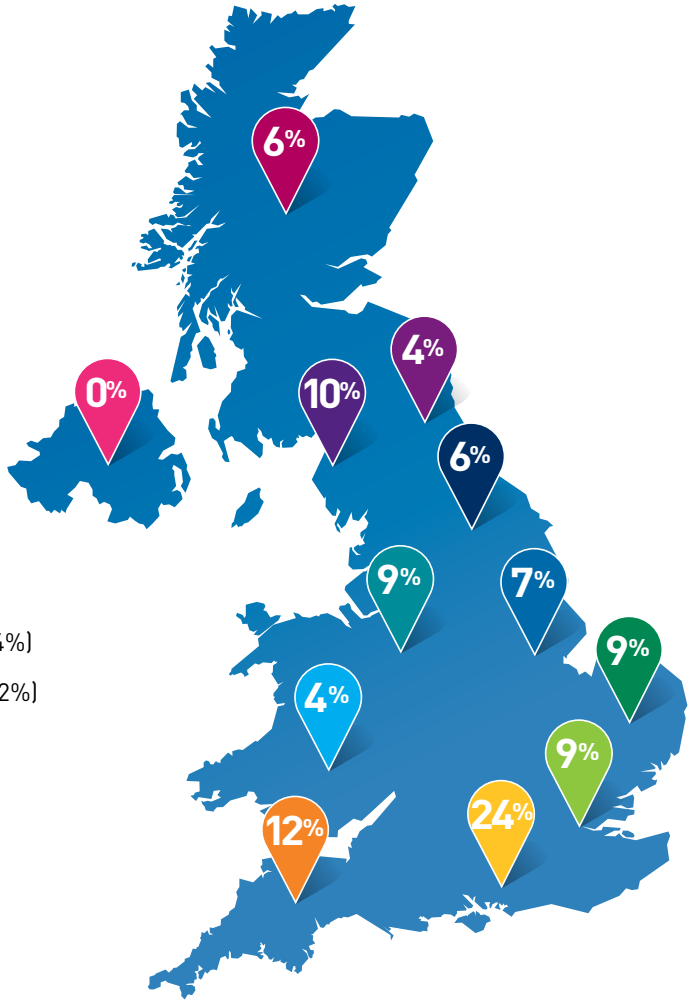
Description of Complainants	2011		2012	
	Cases	% Split	Cases	% Split
Seller	408	71.6%	419	67.2%
Buyer	148	26.0%	177	28.4%
Third Party	14	2.4%	28	4.4%

Sales Decisions	2011		2012	
	Decisions	% Split	Decisions	% Split
Non-Support	246	43.2%	244	39.1%
Support	324	56.8%	380	60.9%

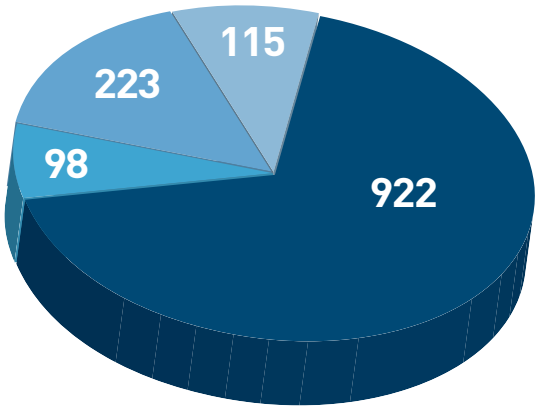
Sales Awards	2011	2012
£1 to £99	69	84
£100 to £499	225	249
£500 to £999	20	21
£1,000 to £2,999	5	23
Above £3,000	5	3
Total Value of Awards	£91,178.67	£114,927.91
Average Sales Award	£281	£302

Formal reviews by area % 2012

- Northern Ireland (0%)
- Scotland (6%)
- North East (4%)
- North West (10%)
- Yorkshire (6%)
- Wales (4%)
- West Midlands (9%)
- East Midlands (7%)
- Eastern Region (9%)
- South East England (24%)
- South West England (12%)
- Greater London (9%)



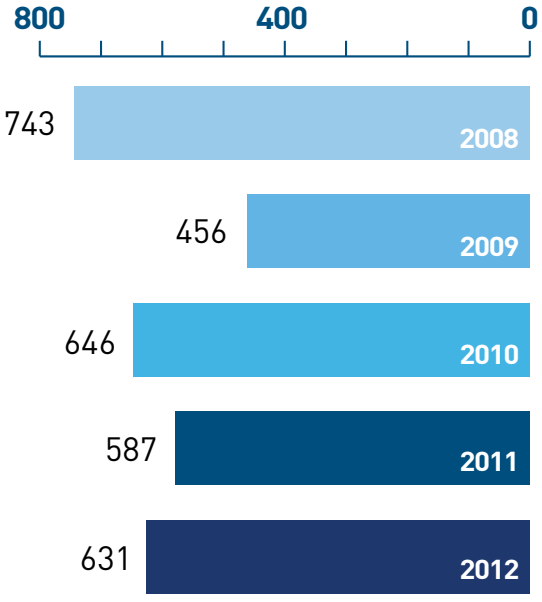
Complaint issues investigated



- Poor Service (68%)
- Fees and Charges (16%)
- Unfair Business Practices (7%)
- Other (9%)

The last 5 years...

Cases received for investigation 2008 - 2012



Sales
Case Studies

Consumer Protection from Unfair Trading Regulations 2008 (CPRs)

CPRs Case 1 - Non-Traditional Construction

Complaint

Mr and Mrs A were potential buyers who had to withdraw their offer when their building society (which had already agreed a mortgage in principle) refused to lend on the property because the survey revealed it to be of a non-traditional 'rendered' concrete construction. Mr and Mrs A argued that the Agent should have informed them of this information at an early stage to have enabled them to have checked with their building society before incurring the expense of a survey. The Agent's response was that the situation had occurred because Mr and Mrs A were limited, due to their age, to using a specialist lender. The Agent also pointed out that they had sold similar houses on the same development (including, subsequently, the property in question) and the construction of the properties had not been an issue.

Investigation

I was satisfied that there was no question of the Agent having deliberately misled Mr and Mrs A and I accepted no previous difficulties had arisen when selling other properties of this type on the development. I also accepted that the mortgage options of Mr and Mrs A were significantly limited due to their age. However, I pointed out that Paragraph 5h of the TPO Code of Practice obliged agents to act in accordance with the CPRs under which they had a duty to provide consumers with 'material information' necessary for them to make an informed decision. I commented that, in practice, this means that an agent is obliged to mention significant non-standard features about a property which, in this case, was necessarily the non-standard construction of the property, especially given that this sort of construction had been associated with the risk of 'concrete cancer' to the extent that some lenders were unwilling to lend on such properties.

Outcome

I concluded that the non-standard construction was a feature which should have been mentioned in the Agent's sales particulars. Furthermore, I considered that it was an issue that the Agent should have investigated further when Mr and Mrs A specifically asked about the structure of the property during the viewing where they also explained the difficulties they had encountered in obtaining a mortgage from mainstream lenders. I, therefore, supported the complaint and made an award of £330 which took into account Mr and Mrs A's survey costs.

CPRs Case 2 - Damp Descriptions

Complaint

Following completion Mr and Mrs B raised a complaint that the Agent had not divulged that the property suffered from severe damp and a leaking boiler despite this information being previously known as a result of a survey carried out by previous potential buyers and from conversations the Agent had held with the neighbour occupying the adjoining property which was also being affected by the problem. Mr and Mrs B also asserted that staff at the Agent's office had encouraged them to commission a standard home buyer survey which, in the event, did not highlight the damp or boiler issues.

Investigation

I found that the Agent's file contained a copy of the survey commissioned by the previous potential buyers and that this identified several areas of the property that required urgent attention. Specifically it referred to high internal dampness within two areas of the property, both of which were close to the locations in the adjoining property that the neighbour had drawn the surveyor's attention to during his inspection. The Agent had received a copy of the survey a month before Mr and Mrs B had viewed the property. The neighbour referred to in the survey report also provided a statement chronicling her conversations with the Agent, one of which was recorded in the Agent's file, albeit with the detail of the conversation being omitted. Unfortunately, the file contained no records of conversations regarding the different types of surveys that Mr and Mrs B might have commissioned.

Outcome

Whilst I was unable to establish whether agency staff had encouraged Mr and Mrs B to take out a basic home buyer survey, it was clear that the Agent failed to disclose important information in relation to the adverse findings of the previous survey held on their file. I considered this to constitute 'material information' which Mr and Mrs B needed to make an informed transactional decision under the CPRs. I was, therefore, not persuaded that the Agent had acted in accordance with Paragraph 5h of the TPO Code of Practice and pointed out that the Agent's failure had prevented Mr and Mrs B from making an informed decision as to the type of survey they wished to commission and, thereafter, whether they wished to proceed with the purchase of the property at the agreed price. I supported the complaint and made an award of £500.

CPRs Case 3 - Shared Ownership

Complaint

Upon discovering that the property had shared ownership, the potential buyer, Mr C, withdrew from the transaction and raised a complaint against the Agent alleging that the property had not been described correctly.

Investigation

The property in question had been repossessed by the corporate seller client and the Agent had produced sales particulars which stated that the tenure was either freehold, leasehold or commonhold, adding that prospective purchasers should seek further information from their legal representatives. However, from the Agent's file, it was apparent that they had not been aware that ownership of the property was shared between the corporate seller and another company, until their client informed them after sale had been agreed with Mr C.

Under the CPRs the Agent was required to provide Mr C with information considered material to his decision as to whether to offer on the property or not. Given the uncertainty over the tenure, I would have expected the Agent to have made some enquiries to check title and sought some evidence before marketing the property as they did. The fact that the property was a repossession property and that the Agent was marketing a similar property on the same road that was shared ownership, should have, in my view, prompted the Agent to make more enquiries as to the title of the property. I also considered that the Agent's obligation to clarify the tenure was stronger, given that the corporate seller was likely to know less information about the property than the average seller as they had never lived there and had only recently obtained it. It was apparent, however, that the Agent made no checks as to the title of the property and relied on the limited information received from their seller client.

Outcome

I considered that the property had been mis-described by the Agent and I supported the complaint to the extent that the Agent should have made some checks into the tenure of the property given that the corporate seller was seemingly unaware of this important information. However, in making an award, I took into account the fact that establishing the precise tenure of the property is usually a matter for the conveyancer in any event. I also took into account that, as soon as the Agent discovered the issue with the title, they immediately informed Mr C and tried to resolve the situation. Overall, I considered that the Agent's lack of investigation into the title contributed to Mr C's aggravation, distress and inconvenience in pursuing an interest in a property that he was actually unable to buy from the seller given that they only owned a 50 per cent share. I, therefore, made an award of £200.

CPRs Case 4 - Parking Space Included?

Complaint

This was a complaint concerning non-disclosure of information where the potential buyer, Mr D, alleged that the Agent knew that there was a dispute over the ownership of the parking space at the property but said nothing, resulting in a long drawn out transaction from which Mr D eventually withdrew.

Investigation

The information in question, which was clearly material to any would be buyer, was that the parking space which the Agent had marketed as part of the property, was in fact the subject of an ownership dispute between the seller and the freeholder to the extent that the matter was due to be considered by the Court. The parking space was not included in the seller's lease and a deed of variation was needed to correct this, either by agreement between the seller and the freeholder or, if they could not agree, as ordered by the Court. However, upon inspection of all the information presented to me it became apparent that the Agent became aware of the issue a month after the sale to Mr D was agreed. Furthermore, from that point onwards the Agent regularly updated Mr D, despite struggling to obtain information from the seller's solicitor and the seller consistently dismissing the problem as unfounded and easily resolved.

Outcome

I acknowledged that updates were frustratingly slow in forthcoming and proved unreliable in terms of timescale for the completion of the transaction. However, it was clear that in this case the Agent did all they could to assist in resolving the matter as soon as they became aware of the problem. Moreover, given that the Agent was not aware of any parking issues until nearly a month after the sale had been agreed and had been presented with no information which should have put them on notice that there was a problem, I did not support the complaint.

CPRs Case 5 - Title Issues

Complaint

Following the successful completion of the transaction, Miss E, the buyer, complained that the Agent did not disclose their financial interest in the property which had led to delays resulting in additional solicitor fees. The Agent denied that they held a financial interest in the property.

Investigation

I was unable to establish that the Agent did in fact have a financial interest in the property but my investigation found that the Agent had been aware of another interest registered on the title of the property (by a separate company) when Miss E had made her offer. When her solicitor discovered the registered interest at a later date, exchange of contracts and completion were delayed and Miss E was charged extra for the work required by the solicitor. Under the CPRs (misleading omissions) I would have expected the Agent to have informed Miss E of this information at the outset or, at least, at the point of offer. That said, I also pointed out that Miss E was free to renegotiate the price or to withdraw from the sale completely when the information became known, but chose to proceed with the purchase at the agreed price.

Outcome

I supported the complaint as Miss E may have made a different transactional decision if the Agent had informed her of the registered interest sooner. I considered that she had been caused a degree of undue and avoidable aggravation, distress and inconvenience when she discovered the registered interest and the unanticipated solicitor's fees she would incur as a result. In my view, the situation could have been avoided had the Agent informed her of the interest registered on the title at an earlier stage. I made an award of £250.

Learning Points from the CPRs Cases

Learning

The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) require agents to take a different approach to disclosure of information about properties they are marketing from what is considered acceptable practice under the Property Misdescriptions Act 1991.

The new regime requires full disclosure of material information at the earliest opportunity to enable the consumer to make an informed transactional decision, such as whether to view, make an offer and/or accept other services from an agent. It is no longer acceptable to disclose particular aspects of a property (some of which might be perceived as negative) only at the point of being asked. Consumers will be entitled to rely on information given to them by an agent and whilst they should always take steps to ensure that what they are intending to purchase is suitable for their needs, CPRs imply that information given, or indeed not given to them, will be seen as a strong influence in their decision making process.

CPRs emphasise that it is the 'consumer' who must be treated fairly, so although the agent is instructed by the seller or the landlord there is a clear responsibility also to be fair and even-handed with the buyer or tenant – this obligation already exists under Paragraphs 1d and 10b of the TPO Sales Code of Practice and 1d and 14a of the TPO Lettings Code of Practice.

Agents must also ensure that information they become aware of during the transaction which might have a bearing on the decision of the consumer, is disclosed when it becomes known. When appraising a property for marketing purposes an agent should be alert to anything which puts him 'on notice' that further investigation of a particular aspect is needed so that he can be satisfied that what the seller is advising does represent the true position.

OFT guidance makes clear that in the most straightforward sales the material information that would need to be given to potential buyers may be quite basic and might consist of (for example) asking price, location, number and size of rooms and the tenure of the property. However, that guidance then goes on to say that the material information that would need to be given will be dependent on the circumstances of each sale. This obligation currently exists under Paragraphs 5h–5k of the TPO Sales Code of Practice and Pparagraphs 4f and 4g of the TPO Lettings Code of Practice.

For sellers and landlords, the agent will need to fully disclose what services are being offered, fees and charges, terms of business and the duration of the agreement. These obligations currently exist under Paragraphs 3a–3v of the TPO Sales Code of Practice and Paragraphs 3a–3q of the TPO Lettings Code of Practice.

A Clear Description?

Complaint

Mr and Mrs F, the buyers, complained that throughout the sales particulars the Agent had misdescribed the property as benefitting from double-glazing, when in fact, it did not. Mr and Mrs F stated that they had relied on this incorrect information when purchasing the property and considered that the Property Misdescriptions Act had been breached, directly resulting in them facing an estimated bill of £6,000 to install double-glazing after discovering the error after moving in.

Investigation

I found that the Agent had made a significant error when describing the property as being double-glazed on no less than ten occasions in the sales particulars, irrespective of the input by the seller. I also took into account that Mr and Mrs F had a responsibility to ensure that the property was fit for their purposes during the process which included two viewings. I noted that a full survey would probably have highlighted the inaccuracies of the information provided by the Agent but that Mr and Mrs F decided not instruct a full survey, which they were entitled to do. Without other sources to ascertain the veracity of the information provided by the Agent, I was satisfied that Mr and Mrs F continued the transaction relying on the Agent's assertions in the sales particulars that the property benefited from being double-glazed throughout, and I considered that it was reasonable for them to do so.

Outcome

I was persuaded that the Agent had failed to take reasonable steps to ensure that the statements made about the glazing in the property were accurate and not misleading. I also recognised that Mr and Mrs F were faced with a significant bill to install double-glazing. Based on the circumstances in this case and the role of both parties, I was persuaded that the Agent should contribute 50 per cent towards the reasonable costs to carry out this work. However, rather than rely on Mr and Mrs F's unverified assertion that the work would cost £6,000, I directed both parties to obtain and provide at least two separate estimates for the work required. After considering those estimates, I made an award of £2,300 in compensation, which was the average of 50 per cent of the four quotes provided.

Learning

Not only was the Agent's assertions about the presence of double-glazing a breach of Paragraph 5h of the TPO Code of Practice and almost certainly the Property Misdescriptions Act, the incorrect information did not comply with the requirements of the CPRs, given that the misleading information was material to Mr and Mrs F when making their 'transactional decision' whether or not to purchase the property.

Who Owns the Loft?

Complaint

Shortly before exchange of contracts was due to occur, Mrs G, the buyer, raised a number of complaints against the Agent in relation to the sales particulars and the information verbally provided to her during viewings, both of which indicated that the loft space attached to the top floor flat formed part of the property and had the potential to be converted into a further living space, but which her solicitor had subsequently discovered was not necessarily the case. The Agent responded by stating that the property had been marketed on the basis of its potential and on the information provided and approved by the sellers.

Investigation

The branch file recorded that, during the market appraisal of the property, the Agent had made a note to check the ownership of the loft space. Thereafter they had received information from the sellers that the lease was 'ambiguous' regarding the ownership of the loft space. The Agent responded asking the sellers to seek confirmation of their ownership of the loft space, pointing out that this was an issue likely to give potential buyers and their legal representatives concerns. The sellers responded stating that they would make further enquiries. However, there was no subsequent record concerning the result of those enquiries or any indication that the Agent took other steps to seek further clarification.

Several weeks after this exchange the Agent sent draft sales particulars to the sellers for their approval. The particulars referred to a large attic space and stated that it had potential to be converted into another bedroom adding immediate value to the property. The sellers approved the particulars and marketing commenced.

Outcome

Whilst I was unable to reach a decision regarding what was said during conversations held at the viewings, it was apparent from the Agent's file that, although they had complied with their obligations under Paragraph 5i of the TPO Code of Practice by requesting the sellers' approval of the sales particulars, they had not acted in accordance with Paragraphs 5j and 5k as they were aware that there was ambiguity regarding the ownership of the loft space and yet chose to market it in a way that suggested the sellers owned it. Furthermore, they did not obtain clarification from the sellers or their solicitors regarding ownership prior to marketing or put a note on the sales particulars to specifically say that any potential buyers should carry out investigations into the ownership of the loft space. It was also clear that the Agent had not acted in accordance with Paragraph 5h of the Code of Practice, as the fact that the loft space was not necessarily included within the Property was clearly 'material' information that should have been brought to Mrs G's attention at the outset. In supporting the complaint and making an award of £250, I also took into account the fact that Mrs G became aware of the problem prior to exchange and was willing to proceed with the transaction after negotiating a price reduction.

Learning

If an agent has any doubt about a statement they wish to make about a property, they are obliged to take reasonable steps to ensure that the information is correct before marketing commences. If a doubt remains, either consumers must be advised of the issue at the outset or marketing must not commence until the matter is clarified.

Habitable Loft Space?

Complaint

Mr H, the buyer, alleged that the Agent had misdescribed the property by marketing it as a three bedroom house when one of the bedrooms was a loft conversion. After making an offer on the property, Mr H commissioned a builder's report which revealed the loft conversion to be substandard and, in the builder's view, not fit for habitation. Mr H asserted that he would not have made an offer on the property (and therefore not have incurred various fees) had it been marketed correctly. The Agent argued that they had described the property accurately and had checked the position with the local council and a solicitor before marketing commenced and were advised that, as the loft conversion was more than seven years old, building regulation approval was not required, adding that the sellers had confirmed the loft had previously been used as a bedroom.

Investigation

I was unable to find any evidence to suggest that the Agent had contacted the local council, a solicitor or discussed the use of the loft conversion or building regulation approval with the sellers. As such, I did not consider that the Agent had met their obligations under Paragraph 4j of the TPO Code of Practice, as in the absence of the provision of building regulation approval, they were 'on notice' that the loft conversion may not have been in line with modern safety standards and therefore should not have marketed the conversion as a master bedroom. However, I also found that Mr H was made aware, at an early stage in the transaction, that the position regarding the loft conversion was uncertain and therefore knowingly incurred the investigative costs required to clarify the situation.

Outcome

I supported the complaint as it was clear that the Agent had not undertaken the appropriate checks before marketing the property. However, when considering the level of award, I also took into account that Mr H became aware of this position at an early stage. I also took into account the Agent's failure to respond to the subsequent complaint for eight weeks and made a total award of £300.

Learning

The number of bedrooms that a property offers is clearly information which is material to a prospective buyer's decision whether to view or offer on a property. Where there is a loft conversion, I expect an agent to be immediately on notice that further checks are required before describing the conversion as a habitable room. Failure to do so not only breaches the TPO Code of Practice but also the requirements of the CPRs.

> "Whilst I was unable to establish whether agency staff had encouraged Mr and Mrs B to take out a basic home buyer survey, it was clear that the Agent failed to disclose important information in relation to the adverse findings of the previous survey held on their file"

A Festive Failing

Complaint

Mr and Mrs I (the prospective buyers and complainants) were due to exchange contracts on the property two days before Christmas but, on the day of the exchange, it was discovered that the sellers' proposed onward purchase had suffered flood damage and was the subject of an insurance claim. Although Mr and Mrs I's money was in place with their solicitor in readiness for exchange, given that the sellers were elderly, Mr and Mrs I did not wish for them to have to move into a water damaged property in the middle of winter. They agreed to postpone the exchange and completion until after Christmas. However, three weeks after the holidays the Agent contacted Mr and Mrs I to inform them that the sellers had accepted another offer and would not be proceeding with them. Mr and Mrs I immediately complained that the Agent had failed to keep them updated.

Investigation

The Agent's file recorded that they had arranged a viewing for another prospective buyer during the festive period who then offered more than Mr and Mrs I. The sellers rejected the offer however, after the offer was increased and after taking a number of days to consider the position, the sellers decided to proceed with the new buyer. During this time the Agent had monitored the negotiations and financially qualified the competing buyer. However, it was clear that not only had the Agent failed to inform Mr and Mrs I that they were continuing to market the property but they also failed to inform them that a competing offer had been received. The Agent simply continued to monitor Mr and Mrs I's transaction as it proceeded in parallel with the new offer. It was only at the point that the sellers accepted the competing offer that the Agent informed Mr and Mrs I of the situation.

Outcome

I pointed out that, whilst it was the decision of the sellers to whom and at what price the property was sold, the Agent was obliged (under Paragraphs 7d and 7e of the Code of Practice) to have advised Mr and Mrs I, in writing, that the property continued to be marketed and to keep them informed of the existence of any other offers. This they did not do and I had no doubt that the failure of the Agent caused Mr and Mrs I significant aggravation, distress and inconvenience. Indeed, this was particularly so given the fact that Mr and Mrs I had agreed to postpone the exchange date to facilitate the sellers' wellbeing; that the delayed transaction was so close to exchange; that they were completely unaware of the viewing over the Christmas period or that the competing offer had been in existence since that viewing. I supported the complaint and made an award of £600.

Learning

Not only does the Code of Practice place an obligation on the Agent to confirm to prospective buyers (who have made an acceptable offer) the existence of other offers and whether or not the property continues to be marketed, but Paragraph 1d also requires them to treat them fairly at all times. Not keeping buyers who have had an offer agreeed updated with significant information is simply unacceptable.

Case Studies
in Brief

No smoke and no fire

Prior to exchange of contracts the Buyers emailed the Agent with a question as to when the chimney at the property was last swept. The Agent responded that they had spoken to the Seller who confirmed that the chimney had been cleaned out by her builder recently so it should require no attention for a year or two. Two years after completion the Buyers wrote to the Agent stating that they had arranged to have the chimney swept at which point it was discovered there was no access to sweep the chimney to remove combustible materials and that the chimney sweep had condemned the fire. The Buyers found it unacceptable that it was they who had to cover the cost of installing a fully functional fire which they stated was part of the reason for them purchasing the property in the first instance. As such, they required that the Agent pay the costs. I found that the Agent had accurately passed on the Seller's comments and, given that I did not expect the Agent to have checked the integrity of the open fire, I did not support the complaint.

Exchange but no Completion

The potential Seller disputed her liability to pay a commission fee following the failure of her Buyer to complete after having exchanged contracts. Whilst I was sympathetic to the situation she faced, the agency agreement was unambiguous and there were no other factors which supported a conclusion of any shortcoming on the part of the Agent. I upheld the fee entitlement, having been pleased to note the consideration afforded by the Agent in terms of deferring the payment date until the property was sold. Unfortunately, as the potential Seller had finally decided against selling, the full fee was due.

An orchestrated viewing

The Seller complained that the Agent had attempted to dissuade him from taking a viewing on the property and had withheld an 'offer' received from the potential viewer to avoid upsetting the Buyer who had already made an acceptable offer. It transpired that the Seller had, without the knowledge of the Agent, asked a colleague to arrange a viewing of the property to establish if the Agent was following his instructions to continue marketing. The staged 'viewer' (who in the event did not view the property), whilst not making a formal offer, had advised the Agent that he would be prepared to pay up to a certain amount for the property. I commented that the claim that an offer was withheld was not correct as no offer was made and, in any event, the 'viewer' never intended to make an formal offer. Whilst I criticised the Agent for failing to pass on information concerning the amount that the 'viewer' said they would offer, I did not consider that it could have caused the Seller any actual aggravation as the 'viewer' was not genuine and so a claim of aggravation was unrealistic. Indeed, it was my view that any aggravation that the Seller had experienced was as a result of his own doing.

"May we take the opportunity to thank you for all your help with our problems. Although the timescale was a little protracted your efforts were greatly appreciated. It was never about financial reward but to highlight the continued difficulties we experienced and to alert others to the failures encountered..."
Mr and Mrs F, Surrey

Other Jurisdictions
Commentary and Statistics

Whilst the majority of TPO's work concerns residential lettings and sales issues, my jurisdiction also extends to the resolution of disputes relating to personal search organisations (via the Property Codes Compliance Board), residential leasehold management agents, international agents (based in the UK), chattels auctions and commercial property agents.

This year has seen an increase in my workload relating to these areas of my jurisdiction. However, this increase is not necessarily related to increased consumer dissatisfaction towards agents specialising in other property related areas. Membership levels for each jurisdiction have increased substantially reflecting the growing awareness amongst these agents of the positive benefits of independent redress to both their consumers and their businesses. As a result more consumers are becoming aware of their free route to redress, which often saves them and the TPO registered agents time and potentially expensive legal costs.

Commercial agents registered with TPO are obliged to follow the TPO Code of Practice for Commercial and Business Agents. Residential leasehold managing agents are required to follow the TPO General Membership Obligations and registered auctioneers are required to act in accordance with similar TPO General Membership Obligations and the National Association of Valuers and Auctioneers (NAVA) Rules of Conduct. Search organisations are required to act in accordance with the Search Code produced by the Property Code Compliance Board. Codes which specifically relate to international agents and buying agents are currently being formulated.

Enquiries

Enquiries	2011	2012	Change
Residential Leasehold Management	315	482	167
Commercial	111	196	85
Property Codes Compliance Board	18	25	7
International	16	23	7
TOTAL	**460**	**726**	**266**

Early Resolutions

Early Resolutions	2011	2012	Change
Residential Leasehold Management	0	7	7
Commercial	0	4	4
Property Codes Compliance Board	0	1	1
International	0	0	0
TOTAL	**0**	**12**	**12**

Casework

Cases Received	2011	2012	Change
Residential Leasehold Management	8	13	5
Commercial	1	15	14
Property Codes Compliance Board	0	4	4
International	0	0	0
TOTAL	**9**	**32**	**23**

Note: Auction figures are included within the Sales statistics

Decisions and Awards

Decisions and Awards	Complaint Supported	Average Award
Residential Leasehold Management	40% (8 cases)	£246
Commercial	42% (6 cases)	£238
Property Codes Compliance Board	60% (3 cases)	£701
International	n/a	n/a

Other Jurisdiction
Case Studies

Commercial – Personal Information

Following the Complainant making an acceptable offer for the property which also required her to demonstrate that she was compliant with an attached agricultural occupancy condition, she complained that the Agent had written to her in a threatening tone which was designed to "force" her to answer questions about her "privacy and private life". The Agent, upon the Seller's request had initially requested information to demonstrate her compliance with the occupancy condition. However, the Complainant declined to provide this information, stating that she had already provided it to the local council who would decide on her compliance. Some months later, whilst the Agent was able to view certain documents on the council's website, the Seller made a request for further information which the Agent passed on to the Complainant. It was at this point that she became dissatisfied with the personal nature of some of the information requested, following which she withdrew from the transaction. Whilst I did not consider that the tone of the Agent's letter was threatening, I could understand why the Complainant had been reluctant to answer some of the Seller's questions. However, the Agent had an obligation to act in accordance with their client's instructions (as per Paragraph 1c of the TPO Code of Practice for Commercial and Business Agents) and had simply passed on his requests. I, therefore, did not support the complaint.

Auction – Two Houses or One?

The detached property was being marketed by the Agent by way of an 'Online Auction Sale Agreement'. The Complainant's offer was accepted and he paid a reservation deposit of £5,000. A 'Reservation and Purchase' Agreement was signed by the Complainant and in doing so he acknowledged that the only circumstances in which the £5,000 payment was refundable was in the event that the Seller withdrew from the sale. The Complainant also signed to say he had "completed any relevant due diligence". Three days later the Complainant spoke to a neighbour who informed him that the property had previously been half of a pair of semi-detached houses. The Complainant carried out searches and discovered historic damage had been caused by mining subsidence. The Coal Board had purchased the property as part of a pair of semi-detached houses in the early 1980's and then sold them for demolition however the property had been rebuilt soon after demolition. The Complainant subsequently withdrew from the purchase and requested a refund of his reservation fee on the basis that the Agent had omitted to inform him of this information. The Agent stated that they were not made aware by the Seller that the property had been previously semi-detached and, as there was no evidence to dispute that statement by the Agent, I accepted they could not pass such information to the Complainant. Despite the fact that the Complainant certified in the 'Reservation and Purchase' Agreement that he had "completed any relevant due diligence", it appeared that the due diligence had not been completed until after the offer was accepted. The Complainant had also acknowledged that the property was "exceptionally cheap" and I pointed out that it would have been prudent for him to have completed the due diligence enquiries or to have commissioned a survey of the property before becoming contractually liable to pay a non-refundable fee of £5,000. I did not support the complaint.

Residential Leasehold Management - Multiple Failures

In this case, the Complainant (the Company Secretary of the Residents' Management Company) raised a number of concerns regarding the performance of the Managing Agent of the block. Specifically the complaints related to accounts and record keeping, inspections and maintenance, the service of notices, buildings insurance, handover procedures to the new managing agent, confidentiality, and communication and complaint handling failures. After considering the submissions from both parties, I found that the Agent had failed to comply with a number of their contractual obligations which included the maintenance of a client account and the organisation of a number of important health and safety surveys. In addition, I was also critical of the Agent for their communication and handling of the subsequent complaint, both of which had been poor and resulted in further distress and inconvenience being experienced. Overall, I supported seven of the eight complaints raised and made an award of £850.

Property Codes Compliance Board - Sub Standard Search

This was a complaint referred to me by virtue of the Search Firm's subscription to the Search Code of the Property Codes Compliance Board. It was conceded by the Firm that their search should have revealed the proximity of a tramline and dual carriageway development (where construction was about to start) to the property bought by the Complainant. The search had failed to reveal this information and the Firm accepted that this was due to error on their part. With no clear evidence of financial loss, I awarded £500 for the distress, aggravation and inconvenience which the Complainant would face during the construction phase plus a refund of the search fee of £128. In reaching my decision, I took into account that the property was already situated in a noisy commercial area and that it was simply not clear whether the proposed development would add to or reduce the value of the property.

The Property Ombudsman
Council

1. Lord Richard Best OBE

Lord Best has been the Chairman of the TPO Council since April 2009. He is also President of the Local Government Association: a Trustee of The Tree Council: Chairman of Hanover Housing Association. He is Chairman of the All Party Parliamentary Group on Housing and Care for Older People: Vice-Chairman of the All Party Parliamentary Group on Urban Development: Treasurer of the All Party Group on Housing: Vice President of the Town and Country Planning Association: Chairman of the Private Rented Sector Policy Forum: he Chaired the Housing and Ageing Population: Panel for Innovation: Chaired the Commission on the Future of Housing in Northern Ireland: Chaired the CLG/LGA Housing Commission: Deputy Chairman, Westminster City Council Standards Committee: Patron of the Housing Association Charitable Trust: He has previously acted as Chief Executive of the Joseph Rowntree Foundation and as Chief Executive of the Joseph Rowntree Housing Trust.

2. Hilary Bainbridge

Hilary Bainbridge is a part-time Ombudsman with the Financial Ombudsman Service and the Lay Assessor of complaints about PhonepayPlus. Previous roles include being Deputy Local Government Ombudsman, a Director of Investigations for the Parliamentary and Health Service Ombudsman and a Mental Health Act Commissioner. Hilary also serves as a member of the TPO Disciplinary and Standards Committee.

3. Noel Hunter OBE

Noel Hunter is Vice President and a member of the Board of the Trading Standards Institute, the professional body representing trading standards officers throughout the UK. During 2010 he was also appointed Chair of the Management Board of the Homebuilders Consumer Code. He is also chair of the Steering Board of the National Measurement Office and chairs the Board of WCS care group of social care companies. He serves as a Warden (Director) of the Birmingham Assay Office. He has also served as a Director of the National Consumer Council and the Banking Code Standards Board and as a member of the Financial Services Authority Consumer Panel.

The role of the Council is to:

1. Appoint the Ombudsman.
2. Set the Ombudsman's Terms of Reference.
3. Ensure the Ombudsman's independence.
4. Approve the Ombudsman's budget.

4. April Stroud

April Stroud is a Principal Lecturer in Law at Southampton Solent University. She lectures in land law and regulation and has also lectured in other areas of law such as trusts. She was awarded Law Teacher of the Year for her innovative book 'Making Sense of Land Law' in 2005. She has also held positions in management and market research and from 2004 to 2006 was a representative on the Hyde Housing Association Board. April also serves as a member of the TPO Disciplinary and Standards Committee.

5. Vivienne Sugar

Vivienne Sugar is a Fellow of the Chartered Institute of Housing. Currently she is Chair of Consumer Focus Wales and is Chair of the National Regeneration Panel (advising the Welsh Government on regeneration policy and investment). She served seven years as a local authority Chief Executive (City and County of Swansea) and prior to that was Director of Housing (in Cardiff and Newport Councils). She works part time as Director of her own management consultancy firm.

6. Mary Wilson-Jones

Mary Wilson-Jones is a Consumer Protection Consultant now specialising in housing and other property issues. Prior to her retirement she worked on all aspects of consumer regulation enforcement at the Office of Fair Trading always working closely with local authority Trading Standards Services. She is an Associate member of the Trading Standards Institute. She is also an independent member of the Glazing Ombudsman Council and serves as company secretary for an arts charity. Mary also serves as the Chairman of the TPO Disciplinary and Standards Committee.

Industry Representatives:

7. Bill McClintock

Bill McClintock is the Board Chairman of The Property Ombudsman (TPO) Ltd and was appointed in January 2004. He also served as COO for TPO Limited from 2003 until December 2011. He has been connected with estate agency for 50 years and is a Fellow of the Royal Institution of Chartered Surveyors and a Fellow of The National Association of Estate Agents.

8. Gerry Fitzjohn

Gerry Fitzjohn is currently Vice Chairman of The Property Ombudsman (TPO) Ltd having been appointed in 2010. He also serves as Chief Operating Officer of TPO having taken up the post at the beginning of 2012 and has served on the TPO Board since 2000. Gerry Fitzjohn was previously a Director of Countrywide Plc and has been involved in estate agency for over 39 years. Gerry also attends the TPO Disciplinary and Standards Committee as a Board representative.

9. Michael Stoop

Michael started in estate agency with Winkworth & Co in September 1976 and by 1986 he became the Managing Director. In September 1992 he joined the Legal & General Group where he was instrumental in setting up Legal & General Franchising Ltd. Michael joined TPO's Board in November 2003 and was a member of TPO's Disciplinary and Standards Committee from 2008 to 2012. Michael is also a Fellow of the Royal Institution of Chartered Surveyors and the National Association of Estate Agents and a Member of the Association of Residential Lettings Agents.

Secretary to the Council:
Stephanie Spencer

Secretary to the DSC:
Janet Fitzpatrick

The Disciplinary and Standards Committee (DSC)

The Role of the DSC

The DSC was established by the TPO Council to deal with the small number of registered firms who breach the relevant Codes of Practice and/or fail to meet their obligations as TPO members in other ways. A range of disciplinary action can be taken including expulsion from the Ombudsman scheme. The DSC also deals with disciplinary issues relating to Sales agents registered with TPO under the Consumers, Estate Agents and Redress Act 2007. The Ombudsman refers cases to the DSC where he has found a serious breach of the Codes of Practice or where a registered firm fails to pay an award, following unsuccessful efforts made to explain their membership obligations. Other referrals come from TPO's Membership Compliance Unit and sometimes from the media, regulators and professional bodies.

Review of 2012

Last year was remarkably similar to 2011 in terms of: numbers of cases received, considered and completed; the balance of sales and lettings cases; but an increasing number of multiple breach cases for the same agent. In addition, 2012 saw our first case involving a commercial agent, now settled successfully and a case where both tenant and landlord complained about the same agent. We have also had to expel a sales agency as a result of the failure by a separate, but related lettings agency, (in the same premises and with a common director), to pay an award for breaches of the TPO Code of Practice for Residential Letting Agents.

In total, 24 cases (seven sales, 16 lettings and one commercial) have been completed in 2012 which involved 19 different agents.

Some Agents, who have ignored correspondence from the Ombudsman, respond more quickly and positively to the initial letter from the DSC but with others the process is much slower. These agents appear to be disorganised, promising much but delivering very little. Others seem not to have realised the demands of compliance with a voluntary Code of Practice but want yet another badge in their window or have given up the struggle of running their businesses properly, often with insufficient staff and knowledge and rarely with a clients' money account.

Outcomes

Overall we have had a 75 per cent success rate in awards being paid (17 in total), despite the number of lost or delayed cheques appearing to increase. Assurances for future compliance have also been taken, but we have seen the first signs of what may be a new problem: agents generating several breach cases eventually paying the awards, perhaps to avoid expulsion. They seem to assume that membership of TPO can be bought in this way when consumers are forced to complain. Such regular disregard for consumers is potentially persistently breaching TPO's Codes of Practice and the DSC must respond to such behaviour.

Six agents have been expelled with four of these expulsions publicised. Of the two not publicised, one agent had already shut down whilst in the other case we recommended alternative action to the complainant. The four expulsions which were publicised concerned:

- **Letzlet Ltd, trading as Beechwood Lettings – Derbyshire**
- **WYL Ltd (Sales and lettings) – West Yorkshire**
- **Town and Country Management Ltd – Bedfordshire**
- **BLP Property Management / Martin Currington Estate Agents – County Durham.**

Mary Wilson-Jones
DSC Chair

Independent Reviewer's Report for 2012

The Role of the Independent Reviewer

The procedure for complaints about TPO's service brought by consumers or registered firms comprises three stages. Firstly the complaint goes to the Ombudsman, secondly to the Chairman of the Council and finally, if necessary, to me. In carrying out my task I act completely independently of any influence from TPO. Once I have made my decision, there is no further appeal available.

My Terms of Reference limit my consideration to service complaints, in other words the way complaints have been handled, the work of the Office and the conduct of its staff. If I uphold a service complaint I may recommend to the Ombudsman that an apology be made and/or that appropriate compensation be paid (equivalent to that which the Ombudsman would award in similar circumstances) for any distress or inconvenience caused by the shortfall in level of service given. If my recommendation were not accepted by the Ombudsman (which has yet to happen) I would refer the matter to the Council.

2012 Workload

Last year saw a total of 17 service complaints (a reduction from 24 in 2011), seven of which progressed from the Ombudsman to the Chairman of the Council. This year, only one of these remained unresolved and was referred to me. The case concerned a potential sale and connected purchase arranged by the same agent. The complainant blamed the agent for a lack of action in progressing his proposed purchase, which he argued led to the withdrawal of his buyer.

It became apparent upon examination that most of the points raised in the complainant's letter to me were actually about the Ombudsman's decision and his decision-making process. Having exhausted the usual procedures, the complainant remained discontented with the Ombudsman's process of consideration, being unable, despite repeated explanations, to recognise or acknowledge the limits placed on the Ombudsman's jurisdiction by his Terms of Reference. The complainant then resorted to the service complaint route as a method of further appeal. I only accept such cases if the service issue has been raised in the submission to the Ombudsman, the Chairman of Council or to me, which did occur in this case, yet I found no shortfall in the level of service the complainant had received.

Audit work

Last year, the Council asked me to again extend my role by examining a random sample of enquiries and cases brought to the TPO to check that the prescribed internal procedures are being properly followed and that service response-time targets are being met. I have completed this work for the 12 months to August 2012 and reported my findings to the Ombudsman and to Council.

In summary, I am pleased to be able to record that I again found no case in which I considered the Ombudsman failed to conform to his Terms of Reference. The internal procedures were also properly followed in every case I examined. Very occasionally there were minor misunderstandings arising in correspondence from the Office at the first contact and case management stages, but the matter was always quickly put right.

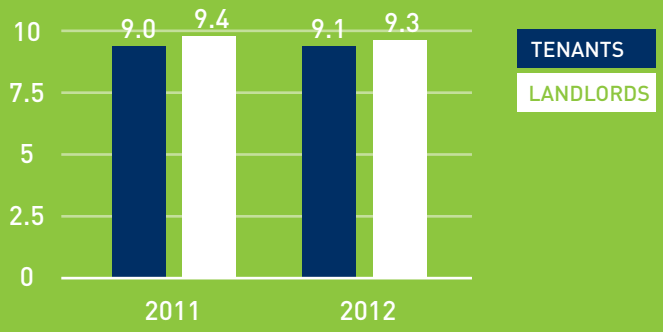
I also found that service targets at these earlier stages of the procedures were generally well met, even when workloads were running significantly above forecast levels, as they were for much of the year. The exception to this was at the case review stage, where the overall Charter target was missed, albeit narrowly, in a significant proportion of cases. However, complainants were always given explanations for the delays and updated at least monthly of the stage their complaint had reached. Performance at the post-review stages, including representation, was also well within the prescribed internal targets.

Cyril Lanch
Independent Reviewer

Compliance
Tables

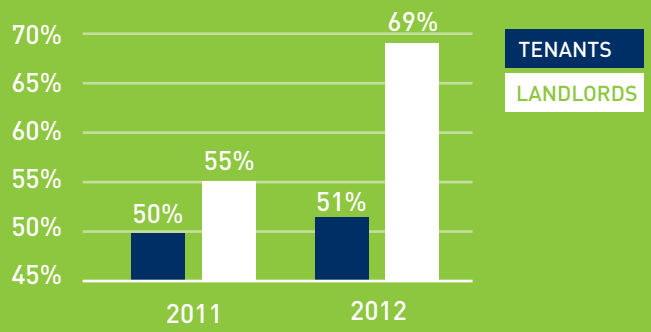
2012 Lettings Data

Satisfaction (ratings out of 10)



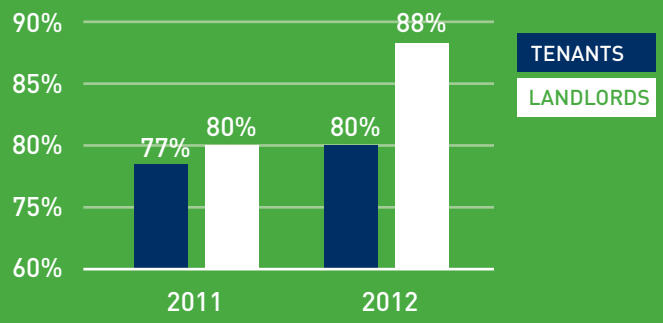
Tenants and Landlords were asked: If the firm (1) Acted professionally at all times (2) Was friendly (3) Understood my requirements (4) Showed a good knowledge of local market conditions (5) Helped in the negotiations between landlord and tenant.

Awareness of TPO



Tenants and Landlords were asked: Whether the firm had made them aware of their membership of TPO.

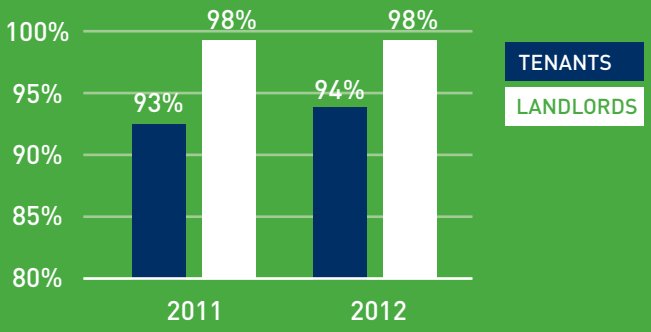
Code compliance



Tenants were asked: Did the firm (1) Make you aware of their membership of the Ombudsman scheme (2) Tell you whether or not the property was still to be marketed after your offer had been accepted until the tenancy agreement was in force (3) Confirm that any deposits paid to them at the beginning of the tenancy are held in a separate bank account for clients (4) Give you the opportunity to review the tenancy agreement before signature (including terms relating to duration, rent, deposits, fees, charges and repair obligations) (5) Provide an inventory of furniture, fittings and equipment to record the initial condition of the property and/or contents.

Landlords were asked: Did the firm (1) Make you aware of their membership of the Ombudsman scheme (2) Advise you on a rental figure reflecting current market conditions, supported by comparison with similar properties and locations (3) Provide you with their written Terms of Business, confirming your requirements and clearly explaining all fees and charges (4) Agree the viewing arrangements with you and comply with these arrangements (5) Ask whether or not the property should stay on the market after the offer was accepted (6) Take due care in obtaining references of potential clients.

Recommended



Tenants and Landlords were asked: If they would recommend the letting agent to friends.

Lettings Improvement Tables

Satisfaction

Satisfaction	Tenants	Landlords	Overall
2011	9.0	9.4	9.2
2012	**9.1**	**9.3**	**9.2**
Average	**9.05**	**9.45**	**9.2**

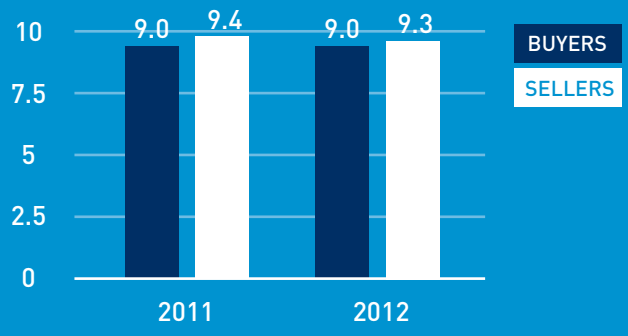
Compliance

Satisfaction	Tenants	Landlords	Overall
2011	77.0%	80.0%	78.5%
2012	**80.1%**	**88.1%**	**84.1%**
Average	**78.6%**	**84.1%**	**81.3%**

Responses. From the tenants and landlords surveyed 2,226 responses were received.

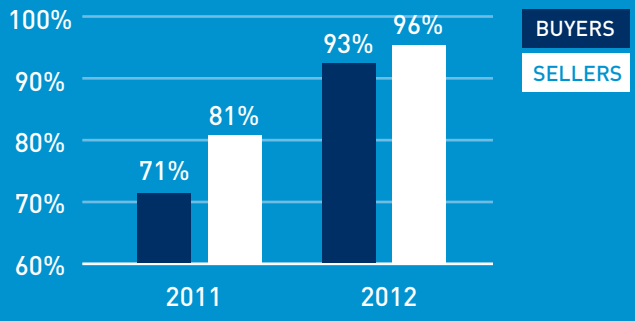
2012 Sales Data

Satisfaction (ratings out of 10)



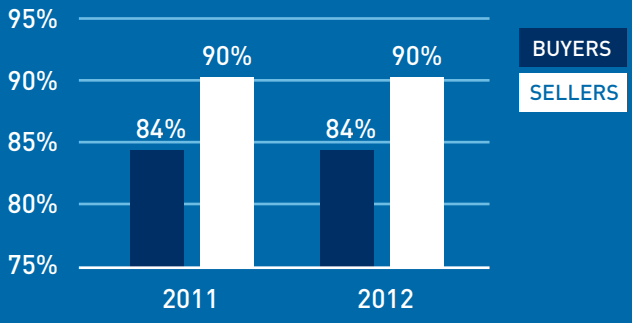
Buyers and Sellers were asked: If the firm (1) Acted professionally at all times (2) Was friendly and understood their requirements (3) Showed a good knowledge of local market conditions (4) Helped in the negotiations between buyer and seller.

Awareness of TPO



Buyers and Sellers were asked: Whether the firm made them aware of their membership of TPO scheme.

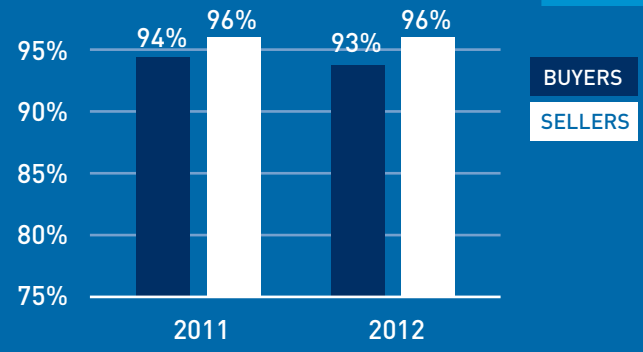
Code compliance



Buyers were asked: Did the firm (1) Make you aware of their membership of the Ombudsman scheme (2) Give you accurate information about properties (3) Tell you if the property was kept on the market after your offer was accepted or if it was later put back on the market (4) Accept your offer without attaching any conditions.

Sellers were asked: Did the firm (1) Make you aware of their membership of the Ombudsman scheme. (2) Clearly explain their fees, expenses and business terms and confirm this in writing before marketing your property. (3) Make clear whether or not they wish to offer other services (such as mortgages) to potential buyers of your property. (4) Ask you to confirm the accuracy of the draft particulars before marketing your property. (5) Agree the viewing arrangements with you and comply with these arrangements. (6) Confirm all offers in writing. (7) Ask you whether or not the property should remain on the market after the offer was accepted.

Recommended



Buyers and Sellers were asked: If they would recommend the sales agent to friends.

Sales Improvement Tables

Satisfaction

Satisfaction	Sellers	Buyers	Overall
2004 to 2011 (average)	9.1	8.6	8.9
2012	9.3	9.0	9.2
Overall Average	9.2	8.8	9.1

Compliance

Satisfaction	Sellers	Buyers	Overall
2004 to 2011 (average)	88.9%	82.0%	85.4%
2012	89.9%	83.7%	87.5%
Overall Average	89.4%	82.85%	86.45%

Responses. From the buyers and sellers surveyed 4,100 responses were received.

Customer Satisfaction Surveys 2012

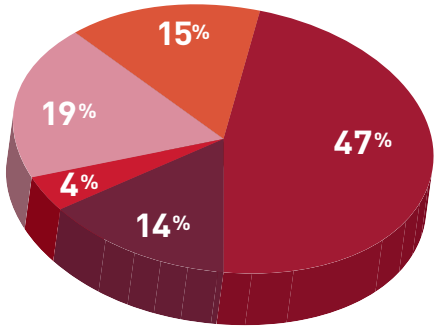
Case Closed Surveys

As in previous years, surveys of customer satisfaction with TPO service were conducted by an independent company who issued questionnaires to sample complainants and registered firms who had cases formally reviewed and closed in 2012. Of the people surveyed, 787 complainants and agents responded.

We asked Complainants...

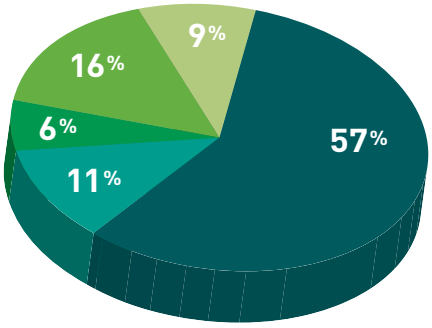
1. Did the registered firm clearly explain their membership of TPO and your right to a free independent review?

Overall



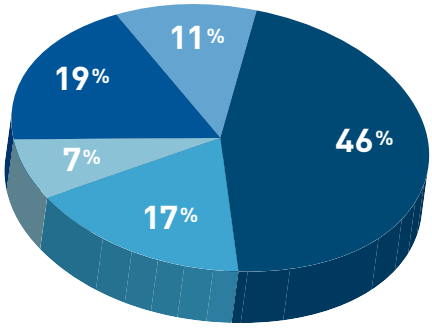
Not at all (47%)
Yes fairly (19%)
Not really (14%)
Yes very (15%)
Not sure (4%)

Lettings



Not at all (57%)
Yes fairly (16%)
Not really (11%)
Yes very (9%)
Not sure (6%)

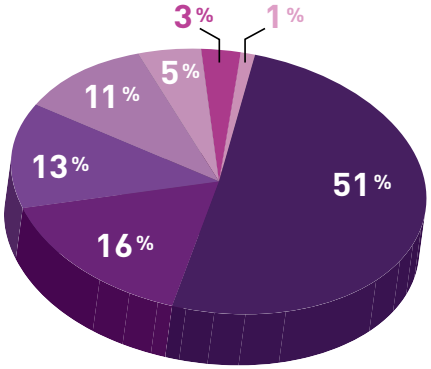
Sales



Not at all (46%)
Yes fairly (19%)
Not really (17%)
Yes very (11%)
Not sure (7%)

The results show that most registered firms do not take the time to explain the consumer protection benefits of their membership of TPO to their clients.

2. Where else have you heard about TPO?



Internet / Website (51%)
Another Ombudsman (5%)
Friend, relative or colleague (16%)
Newspaper (3%)
Other (13%)
Telephone Directory (1%)
Consumer Advice Centre (11%)

Unsurprisingly the results show that the internet is now the single most important information source for consumers.

We asked both Complainants and Registered Firms...

Per centage of respondents answering 'Yes Very' or 'Yes Fairly'

1. Did TPO clearly explain how they would handle the complaint?

2. Did you find TPO's guidance helpful?

3. Did TPO keep you well informed throughout the process?

4. Are you satisfied with the way TPO processed the complaint?

5. Were you satisfied with the time taken to resolve the complaint?

6. Did TPO clearly explain the reasons for the Ombudsman's decision?

7. Did you feel that the Ombudsman's decision was reasonable?

8. Are you satisfied with the amount of any award?

Much of TPO's work concerns managing disappointment. Questions seven and eight indicate a general dissatisfaction among consumers with decisions and the level of award. However, question six indicates that the reasoning behind the decision and award was clearly explained. Whilst it is accepted that one person's view of the extent of that disappointment will invariably be different to another person's view, the reality is that complainants whose complaints were not supported were more likely to express their dissatisfaction than those whose complaints were upheld.

Questions three, four and five also indicate that, whilst the level of complaints increased (resulting in a delay in reviews being completed), TPO made sure both parties were kept fully informed throughout the process.

Towards the end of 2012, staff in our administration and telephone teams received training from the Samaritans about how we could improve our service to vulnerable people and better manage consumer expectations.

Consumer Enquiries Survey

TPO also issues surveys to consumers at the enquiry stage, when it has been determined that their complaint falls outside of the Ombudsman's Terms of Reference. Of the people surveyed, 218 consumers responded.

We asked consumers...

(Per centage of consumers answering 'Yes Very' or 'Yes Fairly')

Was your call answered promptly?

62%

Were the staff polite, helpful and responsive?

62%

Were you given clear information to answer your questions?

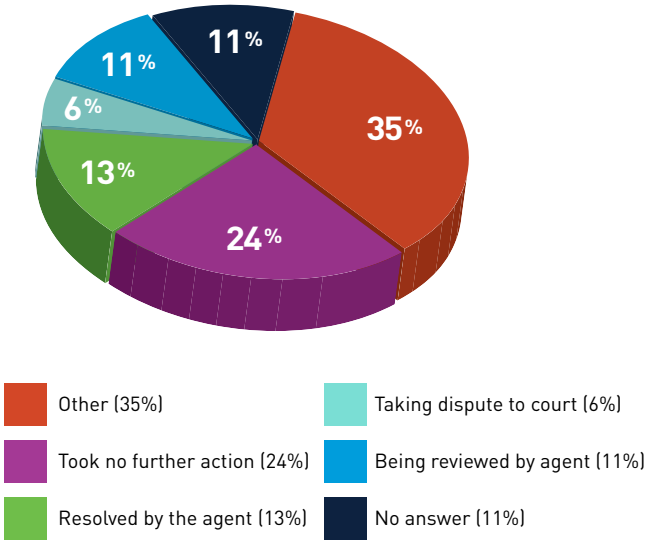
55%

Overall are you satisfied with the TPO service to date?

39%

These results should be considered within the context that TPO was unable to progress the dispute at the stage that the survey was completed. Understandably in many cases would be complainants remained unhappy.

What happened to your complaint after contacting TPO?



TPO Staff List

As at 31 December 2012

TITLE	NAME
Ombudsman	Christopher J Hamer
PA to Ombudsman	Stephanie Spencer
Casework Director	Jane Erskine
Senior Case Officer (Legal)	Kate Chandler
Senior Case Officer (Data Protection)	Sandra Pooke
Senior Case Officers	Alan Bowers
	Colin Dixon
	Maria Evans
Senior Case Officer (Team 1)	Josephine Bailey
Team 1 Case Officers	Lois Gilmor
	Samantha Horsfield
	Matthew Tucker
	Laura West
Senior Case Officer (Team 2)	Patrick Lewis
Team 2 Case Officers	Frances Forster
	Lucy Horne
	Simon Humphreys
	Christine Rowland-Jones
Early Resolution Officers	Anya Browne
	Stephen Wells
	Kirstie Williams

TPO Membership

Chairman of TPO Board
Bill McClintock

Vice Chairman of TPO Board and Chief Operating Officer of TPO Ltd
Gerry Fitzjohn

Membership Manager
Emma Harris

Senior Membership Administrator
Nicole Lake

Membership Administrators
Elizabeth Baker
Marie Drewitt

Membership Compliance Manager
Janet Fitzpatrick

Membership Compliance Senior Administrator
Helen Hammond

TITLE	NAME
Complaints Operations Manager	Amanda Stiggants
Assistant Manager - First Contact	Karen Whyman
First Contact Team	Lucy Buckle
	Jennifer Cree
	Mark Mallard
	Martin Noke
	Danika Reed
	Kimberley Saunders
	Richard Small
	Laura Strong
	Sarah Watson
Assistant Manager – Jurisdiction	Debra Aitken
Jurisdiction Team	Lynn Howlett
	Charlotte Mawson
	Annemarie Simpson-Wild
	Heloise Warner
Assistant Manager - Case Management	Joanne Beatty
Case Management Team	Roz Butcher
	Chloe Doak
	Susan Russell
	Ian Seeckts
	Victoria Stones
HR & Facilities Manager	Sue Hurst
Office Administrator /Receptionist	Bob Burke
Senior Finance Assistant	Louisa Dawson
Finance Assistant	Anne Hall
Business Development & Project Manager	Sarah Sartin
Communication & Policy Manager/Senior Case Officer	Peter Habert

www.tpos.co.uk

The Property Ombudsman LETTINGS

The Property Ombudsman SALES

The Property Ombudsman

The Property Ombudsman
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