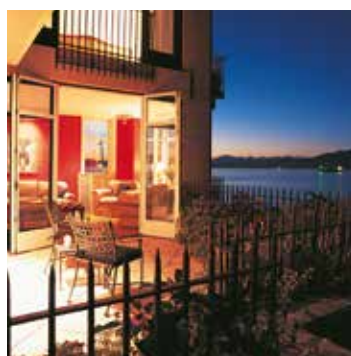




The Property Ombudsman

Annual Report 2014



Contents

4	The Scheme	18	The Complaint Process	OTHER JURISDICTIONS:	
6	Foreword by the Chairman of the Council	19	Enquiries Statistics	58	Commentary and Statistics
7	TPO in the Press	20	Lettings Enquiries	60	Case Studies
8	2014 Headlines and Highlights	22	Sales Enquiries		
		24	Cases Resolved 2014	TPO GOVERNANCE AND ACCOUNTS:	
		26	Assessment and Resolution Team	64	The Council
10	The Ombudsman’s Report			66	The Disciplinary and Standards Committee
		LETTINGS:		68	The Independent Reviewer’s Report
15	TPO Codes of Practice and Guidance	28	Casework Statistics		
16	Membership Statistics	30	Case Studies		
		40	Case Studies in Brief	70	The Report from the Board
		42	DCLG Statistics	72	Financial Report
		SALES:			
		44	Casework Statistics	74	TPO Survey
		46	Case Studies	77	TPO Staff List
		56	Case Studies in Brief		

The Property Ombudsman Scheme

Who are we?

The Property Ombudsman (TPO) scheme has been providing consumers and property agents with an alternative dispute resolution service for 25 years. The scheme was originally established in 1990 and was renamed TPO in 2009 to reflect its now broader jurisdictions relating to sales (including buying agents), lettings, search providers, residential leasehold management, chattels auctions, international and commercial property agents, as well as property buying companies.

The Scheme

In June 2008 TPO was the first redress scheme to gain the status of an Approved Estate Agents Redress Scheme under the provisions of the Consumers, Estate Agents and Redress Act 2007. In April 2014, the Department for Communities and Local Government also approved TPO as a redress scheme for letting and management agents operating in England.

Codes of Practice

TPO is the primary source for industry standards, with both the TPO Codes of Practice for Residential Estate Agents and Residential Letting Agents receiving approval from the Trading Standards Institute's Consumer Codes Approval Scheme (CCAS), following a rigorous application and monitoring process. TPO also provides Codes of Practice for buying agents, property buying companies and commercial property agents. Furthermore, understanding the significant differences between the Scottish and English systems, TPO recently issued CCAS approved codes for Scottish sales and lettings agents.

What does TPO do?

TPO provides consumers with a free, impartial and independent dispute resolution service of complaints against property agents (TPO scheme members). The Ombudsman provides redress, where appropriate, to consumers whose complaints are considered on a case by case basis and may make awards of up to £25,000 for actual and quantifiable loss and/or for aggravation, distress and/or inconvenience caused by the actions of a registered agent. The Ombudsman is not a regulator and does not have the authority to take regulatory or legal action against an agent, impose fines or dictate the way in which firms conduct their business.

Independence

The TPO Board charges scheme members an annual subscription however, it is the independent Council to whom the Ombudsman reports, 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.

Ombudsman Association

TPO is a full member of the **Ombudsman Association** and adheres to the organisation's principles of good governance for ombudsman schemes. The Ombudsman sits on the Association's Executive Committee.

OMBUDSMAN
ASSOCIATION

Contact

The Property Ombudsman
Milford House, 43-55 Milford Street
Salisbury, Wiltshire SP1 2BP

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Email: admin@tpos.co.uk

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@TPOmb



facebook.com/PropertyOmbudsman

Foreword

by the Chairman of the Council



2014 was the year in which – under the Enterprise and Regulatory Reform Act – all lettings and managing agents in England were required to be part of a dispute resolution scheme. Until 2014 only sales/estate agents were compelled by law to join an ombudsman or similar redress scheme: now there is much broader coverage. The Property Ombudsman (TPO) is by far the largest scheme, but this change has added additional members. At the same time – as the Ombudsman explains in this annual report – the public at large has resorted more frequently to raising complaints with us. So TPO has been under pressure.

To cope with the increased work load without raising the cost of membership, and to speed up consideration of the less problematic cases, greater use has been made of an early resolution option. This has avoided the necessity, for many complainants, of a full blown dispute resolution process.

The private rented sector has grown exponentially over recent years (and is now bigger than the social housing sector of Council and housing association accommodation). The role of lettings and managing agents has increased proportionately; it is clearly wise for many of the 1.6 million private landlords – so many of whom have no specialist knowledge or skills – to use professional agents. But equally, the standard of service for both tenants and landlords needs to keep pace with the expansion of the PRS. TPO is there to support those seeking to raise standards and it continues to take action – through our Disciplinary and Standards Committee – where agents do not perform as they should.

Ombudsman schemes seldom record very high levels of satisfaction: this is because, usually, in approaching half the cases, the complaint is not upheld, and even where awards are made, a proportion of complainants believe these should be larger. TPO is no exception and this underlines the delicate nature of the task we undertake. TPO's Council keeps these matters under constant review and, despite the difficulties, concludes that our service is of considerable value in raising and maintaining standards in this sector.

This year changes in the private rented sector in both Scotland and Wales are afoot. TPO's remit covers all parts of the UK and we look forward to working with the devolved administrations in their efforts to ensure the quality of management, as well as the quantity of homes, receives the attention required. There may well be lessons for England from Scotland and Wales, for introducing necessary new measures to drive out bad practice within the PRS.

In conclusion, I place on record sincere appreciation to my fellow Council members for their service during the year and to our hard-working and highly effective Ombudsman, Christopher Hamer. In 2015 we will see the retirement of TPO's Deputy Chair, Noel Hunter and we will mark that occasion at the appropriate time. In the meantime I send a heartfelt thank-you to all of our team in Salisbury for their admirable work throughout this last year.

A handwritten signature in black ink, which appears to read 'Richard Best'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Lord Richard Best OBE
Chairman of the Council

TPO

in the Press 2014

TPO's profile grew significantly during 2014 with the Ombudsman's independent viewpoint advising on the impact of new legislation and emerging commercial practices of national interest.

As the UK's largest and best-known government-approved Ombudsman scheme, TPO featured heavily in the media during 2014 drawing on our extensive experience to advise landlords and tenants of their legal right to redress in the event of a lettings dispute.

With more than 30,000 agent offices registered with TPO offering consumers a free, fair and independent dispute resolution service, the Ombudsman is ideally placed to help the media with:

- Briefings
- Live interviews
- Market commentary
- Q&A advice
- Expert viewpoints
- Consumer case studies
- Consumer tips
- Statistics relating to consumer enquiries and complaints

TPO's 25-year history enables journalists and industry commentators to use the schemes extensive property archives to research stories, gauge consumer sentiment, assess emerging topics of interest and publicise case articles that help consumers understand their rights, the responsibilities of property agents and vital role of TPO's unique TSI CCAS-approved Codes of Practice.

DID YOU KNOW?

The Ombudsman's first-hand experience of reviewing thousands of complaints every year gives him an unrivalled understanding of the key issues facing the property sector.

The Ombudsman was personally asked by Parliament to issue new guidance on an emerging commercial practice, known as Sale by Tender, which was published in 2014 with input from the industry.

TPO's work with the media is crucial to educate consumers on the service they should expect from property agents and how disputes can be resolved if they arise.

TPO's strong industry profile provides a direct channel to share best practice advice on emerging issues and provide updates concerning new regulations and changes to legislation.

The Ombudsman's close ties with industry regulators, government departments, trade bodies and consumer groups ensure TPO continues to play a pivotal role on steering groups and advisory boards, placing the scheme at the forefront of industry developments and regulatory reform.



Twitter: @TPOMB



Money Box, Radio 4



ARLA Conference



Interview: London Live



Property Drum



Property Professional Magazine

To find out more about TPO's work with the media, please contact media@tpos.co.uk or message us on Twitter (@TPOMB).

2014 Headlines and Highlights

2,511

CASES RESOLVED

32%

OF CASES RESOLVED VIA
ASSESSMENT AND
RESOLUTION
PROCESS

43%

RISE IN
SALES CASES

40%

RISE IN
LETTINGS CASES

2,086

NEW LETTING AND
MANAGEMENT OFFICES

28%

INCREASE IN
TPO MEMBERSHIP

12,915

TPO LETTING
OFFICES

13,820

TPO SALES
OFFICES

Talking Twitter

Despite being on Twitter for three years, the **@TPOmb** Twitter account has gained over 10,700 followers, underlining its role as a vital source of information for agents, consumers and the media.

New codes

Following developments in agency practice, TPO published revised and updated **Codes of Practice for estate** and **letting agents** in August 2014. A new **Buying Agent Code** was also issued in January 2014, covering agents who offer search, negotiation and buying services.

Approved codes

TPO's Code of Practice for Residential Letting Agents gained approval from the Trading Standards Institute's Consumer Code Approval Scheme (CCAS) following a rigorous application process.

Scottish codes

Recognising the significant legal and practice differences between estate and letting agency work in Scotland, TPO recently launched Scottish specific **codes for sales** and **letting agents**, both of which have received TSI CCAS approval.

Approved scheme

With redress registration becoming mandatory for English letting and management agents, TPO was appointed by the Department of Communities and Local Government as an approved redress scheme.

Presenting best practice

2014 saw the Ombudsman invited to speak at 34 conferences and events. These included presentations and workshops at 11 **ARLA** and **NAEA** regional conferences focussing on best practice, code compliance and how the Ombudsman investigates and resolves cases. In addition, TPO again exhibited at four conferences and published over 80 articles and case studies covering matters of best practice.

Trading Standards database

All TPO full members are now included in **Trading Standards' searchable database** which is quickly becoming a respected means of connecting consumers with businesses who have voluntarily chosen to follow approved codes.

Sharing the knowledge

The reorganisation of the Case Officer and Assessment and Resolution teams under the Senior Case Officers has allowed knowledge to be shared more efficiently, resulting in quicker, clearer and consistent resolutions whether through mediation or formal review.

Property buying companies

Following the creation of the **National Association of Property Buyers** (NAPB), TPO was asked to produce a Code of Practice for the association. The TPO Code of Practice for **Property Buying Companies** became effective on 1 July 2014 and applies to all members of the NAPB.

Sale by tender

Following the practice becoming more prevalent, the Ombudsman consulted with the industry and published guidance in relation to the contentious issue of 'sale by tender / buyer pays fee' transactions. The guidance was welcomed by industry, consumer groups and both sides of the House of Commons, being laid in the **House's library**.



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

Surprising workload

During 2014 my Office received over 3,000 new complaints, a significant increase of 42% against the previous year. In my time as Ombudsman there has always been an upward trend in new referrals, but 2014 was a sudden and inexplicable spike in workload. Whilst every complaint referred to me was not always supported, they were genuine, rather than frivolous or vexatious expressions of concern. It is the case therefore that the sudden rise in new referrals are not necessarily from people 'just trying it on' or being unreasonable in their demands. In my view the increase is indicative of a general trend in the consumer world, quite rightly, to challenge when something does not give satisfaction. I have heard it said that consumers are now 30% more likely to complain than they were a year ago. Whilst this might be anecdotal, perhaps that is the explanation for the increase in my workload.

Complaint avoidance

Such a rise in the cases that I have been asked to consider has impacted on our service levels. That rise will also have brought more work to the agents who are the subject of the complaints and, throughout the year under report, I continued to provide feedback to agents on the issues that have resulted in those complaints. A team from my office attended every regional **NAEA / ARLA** conference during the year (to which we also invited TPO members not affiliated to those trade bodies) running practical workshops putting agents in the role of a TPO Case Officer so that those attending could understand and discuss how a case needs to be dealt with to stop it escalating beyond the firm itself. I believe these workshops have been well received and extremely well delivered by the case officers overseeing the sessions.

My overall aim is to avoid complaints arising, hence the emphasis on education and awareness. I recognise however that dissatisfaction will always arise and therefore agents need to understand that dealing with any complaint promptly and diligently will reduce the risk of the issue escalating. Other research I have seen indicates that the vast majority of people who complain simply want the wrong put right, they do not want an apology, they do not want financial compensation. However, if the matter is allowed to escalate to my office then the upper limit on my awards (currently £25,000) is seen by the complainant as what they will receive after my consideration of the matter. If the matter is not addressed at the earliest stage, the expectation of that complainant can become unrealistic (my average award is around £400) and that all adds to the difficulty for all parties (including my office) to bring resolution to the matter. If an agent has done something wrong they need to admit it and move on. If the agent genuinely feels that their actions are correct then their stance should be explained objectively and professionally.

The main part of this report not only has detailed analysis of my workload but includes case studies. There are some frightening scenarios shown, together with some significant awards. This is not to present a one-sided picture, but the purpose behind explaining the circumstances of the cases is again so that agents can learn from what is shown.

Increasing legislation

It is important also that agents ensure they are fully familiar with all relevant legislation that affects how they run their businesses and structure their approaches to sellers, buyers, landlords and tenants. In regard to the lettings sector I have, along with others, continued to call for a proper regulatory regime. Five years ago I wrote my report for 2009 at a time when we were leading up to a General Election and I encouraged whatever new government that would come into power to address this issue as a priority. I think it disappointing that we are now in the same position facing an Election and I am making the same remarks. Whilst certain aspects of the lettings process have been addressed, various pieces of legislation have been (or will be) enacted in disparate Acts, each addressing an element that is perceived as needing attention. That does not make for an easy understanding of what is expected of an agent, and the consequence is that the consumer may not receive consistent treatment. In my view the best approach would have been one consolidated Act encompassing all compliance requirements for the lettings sector.



If an agent has done something wrong they need to admit it and move on. If the agent genuinely feels that their actions are correct then their stance should be explained objectively and professionally.





The Enterprise and Regulatory Reform Act 2013

In 2013 the **Enterprise and Regulatory Reform Act** received Royal Assent. That Act requires all letting and management agents operating in England to join an Approved Redress Scheme. The provisions came into force in October 2014. The opportunity was missed to bring about a formal regulatory framework but this might be seen as a step on the way. However, it is not clear why the government would want to fragment redress by approving three schemes; how do a mix of schemes - when it is the agent that chooses which one he is linked to and where a commercial motivation may exist - best serve the consumer.

Leading up to the date of the law being implemented, TPO saw a surge in agents registering with the scheme. We estimated that around 30% of agents in England were not already signed up to one of the two established Ombudsman schemes. In my opinion those agents were likely to be ones that did not wish to be tied to any code of practice or standards of business practice since they had not previously voluntarily joined a scheme nor were members of ARLA, for example. Perhaps my office will see a further burst of disappointed consumers now able to pursue their complaints through the independent redress mechanism? But I hope on a more positive note that it means an enhancement of standards across a broader range of practitioners.

Scotland and Wales will be taking their own approach to controls in the Private Rented Sector spreading rules to improve housing standards, imposing registration and / or licensing of landlords and agents and establishing formal tribunals. Those two devolved administrations have not specifically addressed redress provisions but

it is clear from discussions with representatives from both governments that the existing arrangements for informal dispute resolution will continue. Thus any landlord or tenant with a service complaint against an agent can continue to use TPO to have that complaint independently heard.

The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 now extend the period in which a consumer can cancel a contract they have entered into, in circumstances where that contract was signed away from the agent's premises, from 7 days to 14 days. I think this is quite a complex piece of legislation so it is important also that the consumer's rights are fully explained as to when they can and cannot exercise those rights. For letting agents I will emphasise that the right to cancel applies only to the agreement with the landlord client, not to the tenancy agreement. It is essential to note that the consumer cannot be 'opted out' of the right to cancel but if the client gives written confirmation that they want the agent to start work immediately, they must agree in writing that they will meet (clearly and unambiguously stated) costs incurred by the agent if they then subsequently do cancel. Furthermore, if the service contracted for has been delivered within the 14 days (that is if a buyer or tenant is found) then the client cannot cancel. This must be made clear as I can foresee many complaints arising in regard to this aspect.



Sale by tender / buyer pays fee

Throughout the year, there was much comment in the media and indeed in Parliament about sales agents earning fees through an agreement with buyers that, should their offer be accepted and a transaction proceed to exchange, the buyer would meet the commission fee due to the agent. Such an approach was seen by commentators as unusual and on some occasions was erroneously referred to as 'double-charging'. Undoubtedly there has to be a concern that a conflict of interest could arise if the agent is instructed by the seller but has an agreement with the buyer. Advice given to me was that such a structure was not illegal but nonetheless I was concerned that the risks of this approach would not be fully apparent to those in the transaction and that a potential conflict could become a real conflict. To assist agents to understand how they should operate in regard to situations where the buyer has agreed to pay the commission fee, and to generally apply best practice, I produced a comprehensive **guidance note** after due consultation with the industry and contribution from certain consumer organisations. The guidance supplements best practice by seeking also to put in place some standardised documentation; but it focuses primarily on the need to clarify for all parties how the process works in practice and the risks that exist, while importantly ensuring consistency of application across the sector.

Linked with the approach of the buyer paying the fee is the process by which offers on the property in question are obtained through a system of sealed bids, all bids being opened on a set date and the seller making their choice at that point. I am unclear why there needs to be this secrecy from the seller until the bids are opened. Secrecy can lead to suspicion and I cannot see why the



offers that are received are not made available to the seller, albeit perhaps on an anonymous basis, as they are submitted. The seller has the opportunity in such circumstances to fully consider which offer presents the best position to them. I know of at least one software application that can list all bids, including financial qualification so that the seller and agent (no one else) can view any offers made throughout the whole marketing exercise, even if a set date is agreed for a final decision.

The Consumer Protection from Unfair Trading Regulations 2008

And of course we are now into the seventh year of application of the **Consumer Protection from Unfair Trading Regulations 2008**. There have still been no real precedents set by the Courts but I hope that my approach, publicised through my guidelines, reports and case studies gives a clear idea of how agents should approach describing their services and the property they are marketing for sale or rent. This legislation continues to be a matter of significance for the property sector and agents should continue to fully commit to ensuring compliance. The emphasis has to be on a cautious approach and diligence: "if in doubt about whether a certain aspect relating to a property needs to be drawn to the consumer's attention – disclose it anyway".



Future legislation

Looking ahead I have been following the development of legislation that is emerging and that will come onto the statute books during 2015. A **European Directive on Alternative Dispute Resolution** will mean all sectors of product and service providers must establish a facility for the independent resolution of any disputes that arise. That might be through an Ombudsman or other approach (provided it has clear governance arrangements that ensure independence). The Directive does not interfere with existing arrangements. There are several Ombudsman schemes serving major sectors of commerce in the United Kingdom and TPO will continue to provide its service as part of the consumer protection structure within the property sector. Given that TPO was established nearly 25 years ago, the sector might see itself as forward thinking in this regard.

Other legislative changes or developments which could come about in the future mostly relate to the lettings sector. These (and this is not an exhaustive list) cover retaliatory evictions, banning of fees charged to tenants, longer term tenancies and obligations under the **Immigration Act**. In my earlier remarks I said that it would have been more preferable if such matters had been addressed through a concerted and co-ordinated approach but I will continue to watch developments with interest and to contribute where relevant from the experience of the complaints that are referred to me. Agents too should make every attempt to keep themselves properly informed as to how these matters progress, since they will all affect business and customer service.

Tenant fees

The **Advertising Standards Authority** ruling from 2013 established a perfectly clear regime for disclosure of such fees in order that prospective tenants understood their full liability for charges before making any decision about whether or not to progress renting a property. Full and open disclosure is a paramount principle in any transaction. If fees charged to tenants were to be banned, then someone else in the transaction would have to meet them; realistically that will not be the agent and I assume the landlord will not 'take the hit' either. In my opinion the fees will then be rolled onto the rental figure and immediately become hidden from view, meaning the important principles of transparency and disclosure will be lost.

...and finally

In concluding, I will emphasise that 2014 was again an extremely busy year for the office. We are in a 'double whammy' situation – workload goes up but income to the scheme largely remains static. The consequence is that greater pressure is put on every member of staff in the organisation because they are all committed to retaining an appropriate level of service to consumers and agents but have more work to do. Everyone in my team has risen to that challenge and I thank everyone in the office in Salisbury for their support in keeping TPO as the leader of redress in the property sector.

Christopher J Hamer
Ombudsman

TPO Codes of Practice and Best Practice Guidance



TPO Codes of Practice

2014 saw TPO's Code of Practice for Residential Letting Agents gain approval from the respected Consumer Code Approval Scheme (CCAS) run by the Trading Standards Institute.

TPO's Sales and Lettings Codes were also revised and re-issued on 1 August 2014 taking into account legislative and industry practice changes. Following on, TPO also gained CCAS approval for its Scottish Lettings and Sales Codes, both of which came into effect on 1 March 2015.

TPO's Codes provide the industry with the primary set of recognised standards for all agency services, allowing agents to understand and improve their practices whilst giving consumers peace of mind that their agent subscribes to measurable high standards of service.

Agents who follow TPO Codes with CCAS approval are automatically included on the **Trading Standards searchable database** of businesses.

Best Practice Guidance

2014 also saw TPO produce new best practice guidance whilst updating and consolidating existing guidance to both industry and consumers. All Codes and guidance can be accessed on TPO's **website**.

TPO Guidance

For Agents

- Sale by Tender / Buyer Pays Fee
- Guidance for Agents - the TPO Process
- Guidance for In-House Complaints Handling
- Guidelines for Dealing with Vulnerable Customers
- Canvassing for New Business
- Guidance for Estate Agents - Consumer Protection from Unfair Trading Regulations 2008
- Guidance for Letting Agents - Consumer Protection from Unfair Trading Regulations 2008
- Sales Agency Agreements
- Lettings Agency Agreements

For Consumers

- Consumer Guide
- Advice for [Consumer] Advisors
- Guidance for Buyers, Sellers, Tenants and Landlords
- The Complaint Process
- Template Complaint Letter

Membership Statistics 2014

Membership Registered Offices	31 Dec 2013	31 Dec 2014	Annual Increase	
Lettings	10,903	12,915 ¹	2,012	19%
Sales	12,143	13,820 ²	1,677	14%
Commercial	1,752	4,814 ³	3,062	175%
Residential Leasehold Management	166	240	74	45%
International	553	686	133	24%
Auctions	152	260	108	71%
Buying (Acquisition) Agents	319	547	228	71%
Property Buying Companies	0	37	37	100%
TOTAL	25,988	33,319	7,331	28%

1. Total includes 11,854 English letting and management agents and 269 registration only agents

2. Includes 402 registration only agents and 234 online only agents

3. Includes 2,472 commercial lettings and 2,342 commercial sales offices

Mandatory Letting Registration

With mandatory redress registration for letting and management agents coming into force in October 2014, a further 2,086 offices registered with TPO throughout 2014. However, it was interesting to note that 1,743 of these offices voluntarily agreed to act in accordance with the Code of Practice. In total, over 12,600 UK letting agents have voluntarily opted to follow TPO's Lettings Code which underlines their commitment to provide their clients with a defined and measurable service above and beyond the requirements of basic mandatory redress.

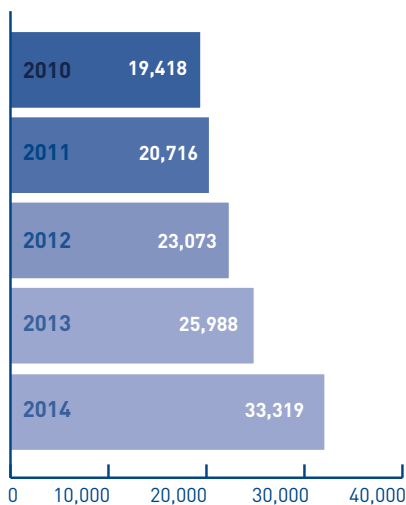
Estate Agents

This trend mirrored the awareness of UK estate agents, who continued to show a similar pattern, with over 13,400 offices voluntarily choosing to act in accordance with the TPO Code of Practice for Residential Estate Agents, rather than opt for basic mandatory redress.

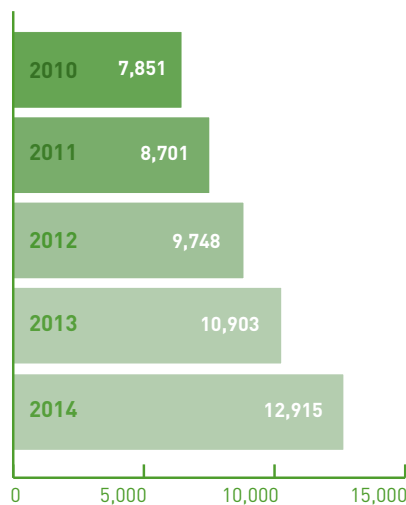
Commercial Agents

Last year also saw commercial agents actively advising TPO of the nature of their services which revealed 2,472 lettings and 2,342 sales offices. Similar to estate agents, many commercial agents provide a number of services and this is reflected in the significant increase. However, even without commercial agents, TPO membership increased by 14% (3,722 offices) in 2014.

Overall TPO Offices -
2010 to 2014



TPO Letting Offices -
2010 to 2014



TPO Sales Offices -
2010 to 2014



The Complaint Process



THE OMBUDSMAN CAN CONSIDER COMPLAINTS:

STAGE 1 First Contact Enquiries

The First Contact Team determines whether the complaint falls within the Ombudsman's Terms of Reference (i.e. if it can be considered). If the complaint can be accepted, the Team will establish whether it has completed the agent's in-house complaint process. Alternatively, the Team will signpost consumers to the most appropriate organisation or party if TPO is unable to deal with the dispute.

STAGE 2 Assessment and Resolution

Following receipt of the signed Complaints Form, the Assessment and Resolution (ARO) Team will consider if the dispute could be resolved without a formal review. The ARO Team will attempt to resolve the dispute by contacting both parties and, where appropriate, negotiating a resolution. If it is unlikely that the dispute could be resolved at this stage or the complainant rejects the proposed resolution, the ARO Team will contact the agent to request their company file and their formal response to the complaint, along with any other relevant information from the complainant, to progress the case to the formal review stage.

STAGE 3 Formal Review

The case is allocated to a Case Officer who conducts a full and impartial investigation of the complaint, considering all the submissions provided by both parties in detail. The Case Officer then produces a report with recommendations for the Ombudsman, Case Work Director or their Senior Case Officer (depending on level of award).

STAGE 4 Proposed Decision and Representation

The Ombudsman (Case Work Director or Senior Case Officer) considers the report and issues his Proposed Decision to the unsupported party first and then the supported party. Each party is provided with the opportunity to accept or represent against the Proposed Decision.

STAGE 5 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 agent. If the complainant does not accept the Final Decision, they remain free to pursue the matter elsewhere.

- Made against agents registered with TPO.
- Which came to the complainant's attention within 12 months of a written complaint being issued to the agent.
- Which have completed the agent's in-house complaints process.
- Which are referred to TPO within 6 months of the date of the agent's final response.



THE OMBUDSMAN CANNOT CONSIDER COMPLAINTS:

- Which have not previously been presented to the agent 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 will use his discretion where he considers complaints to be either frivolous or vexatious.

Overall Enquiries Statistics

Complaint Enquiries ¹	2013	2014	Change
Lettings	10,179	9,648	-531
Sales	5,319	5,408	89
Leasehold Management	614	700	86
Commercial	235	200	-35
Property Codes	18	20	2
Auctions (Chattels)	13	6	-7
International	0	19	19
Buying Agents	0	12	12
Property Buying Companies	0	8	8
Complaint Enquiries Total	16,378	16,021	-357
Agent ² /General Enquiry	579	771	192
Overall Enquiry Total	16,957	16,792	-165

Down
2%

Down
1%

¹ The figures reflect the number of individual (potential) disputes referred to TPO, not the number of contacts related to each complaint enquiry.

² Non-membership enquiries relating to best practice and other issues.

Overall Enquiries - 2010 to 2014

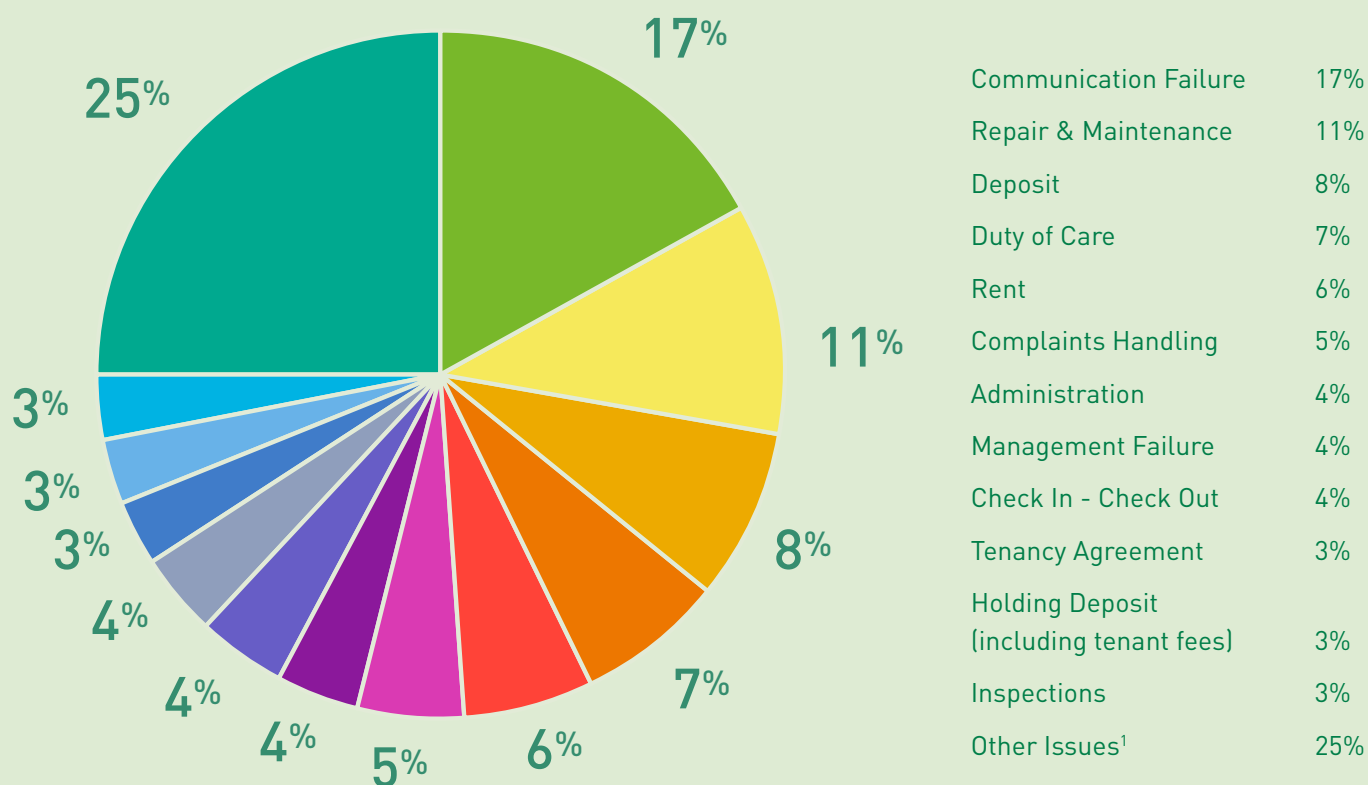


Lettings Enquiries

Statistics

Lettings Enquiries	2013	2014	Increase
Within Terms of Reference	6,873	7,049	3%
Outside Terms of Reference	459	577	26%
Against non TPO Agent	2,847	2,022	-29%
TOTALS	10,179	9,648	-5%

Letting Issues Reported to TPO

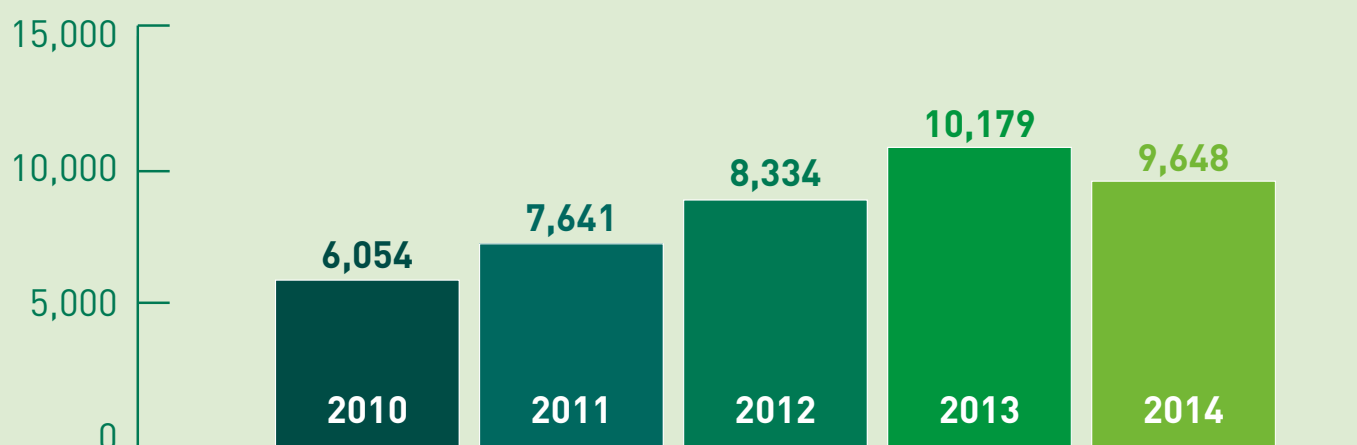


1. Other issues (each under 3% of total reported issues) included referencing, marketing, viewings, gas safety certificates, keys and renewal fees



- Enquiries relating to TPO agents increased marginally by 3%, however enquiries which fell outside the Ombudsman's Terms of Reference, increased by 26% indicating potential problems in consumer or consumer advisor knowledge about the role of TPO.
- Enquiries relating to non-TPO agents dropped significantly as a result of more letting agents joining TPO following redress registration becoming a mandatory requirement on 1 October 2014.
- Once again the average letting enquiry involved 11 contacts with the parties concerned to determine the issues and progress the dispute towards a resolution. This figure increased to 29 contacts if the enquiry reached the mediation or formal review stage.

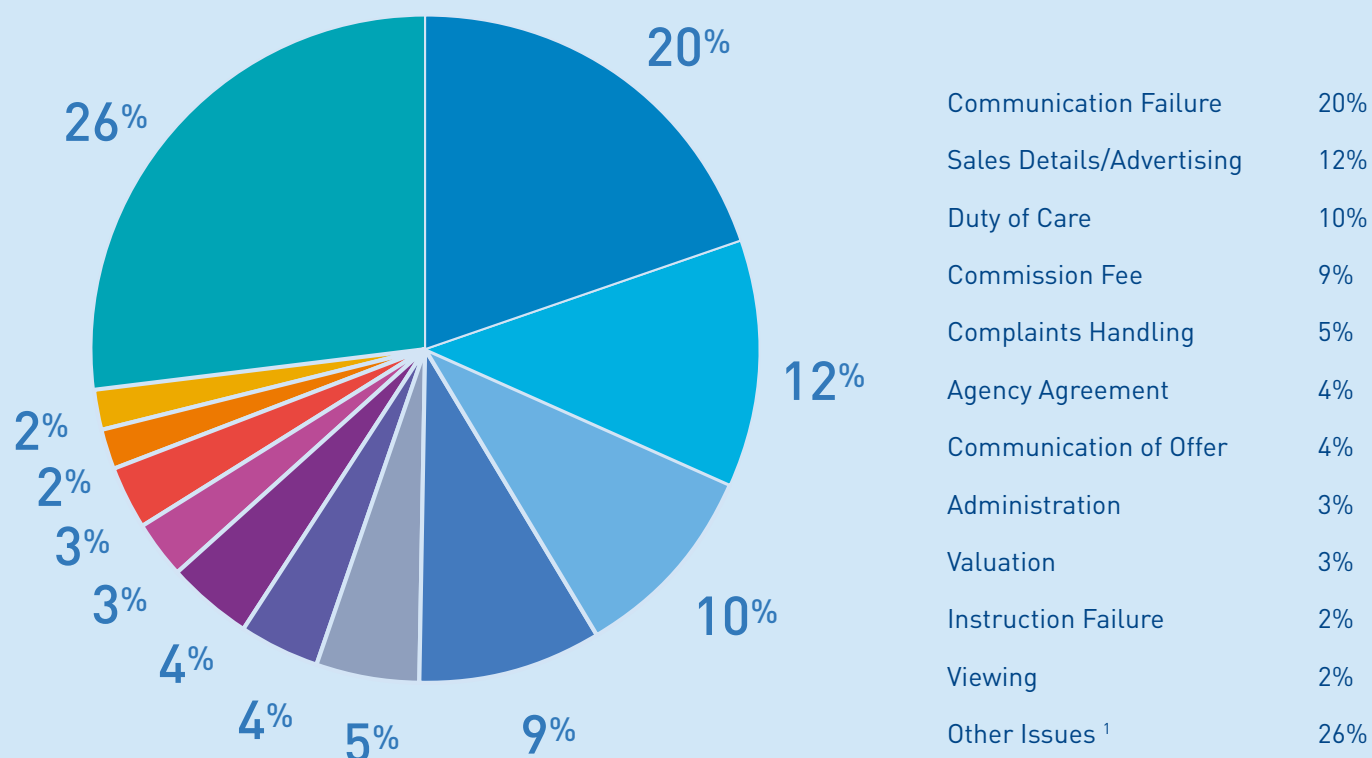
Individual Complaint Enquiries 2010 to 2014



Sales Enquiries Statistics

Sales Enquiries	2013	2014	Increase
Within Terms of Reference	3,890	4,149	7%
Outside Terms of Reference	303	376	24%
Against non TPO Agent	1,126	883	-22%
TOTALS	5,319	5,408	2%

Sales Issues Reported to TPO

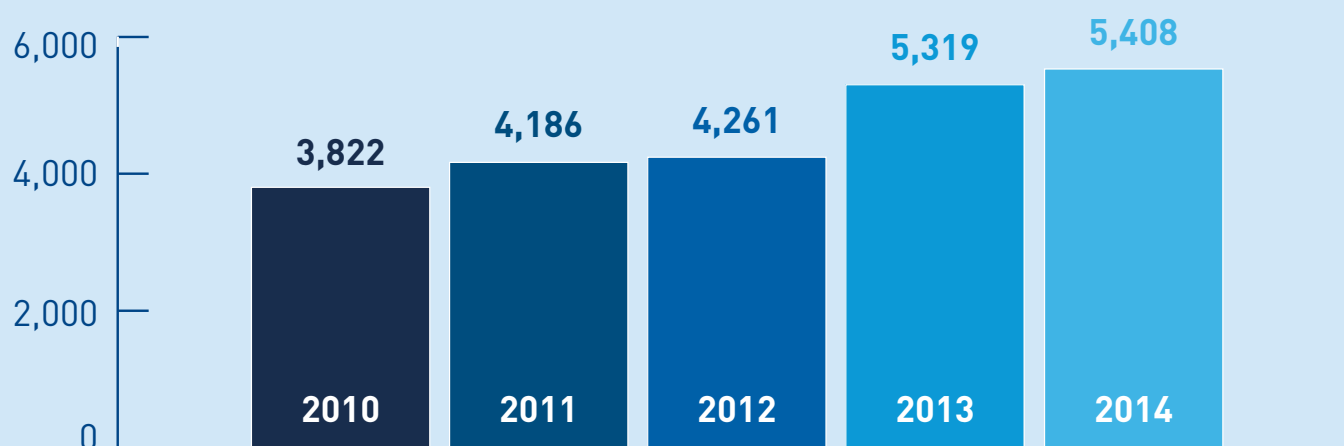


¹ Other issues (each under 2% of total reported issues) includes cooling off periods, sale boards, EPCs, withdrawal fees and gazumping



- Despite the more favourable market conditions, enquiries relating to sales only increased by 2%. However, more enquiries fell within the Ombudsman's Terms of Reference which resulted in more cases being accepted for investigation.
- Once again, the average sale dispute enquiry involved 8 contacts with the parties concerned to determine the issues and progress towards a resolution. This figure increased to 15 contacts if the enquiry reached the investigation stage, either via mediated resolution or formal case review.

Sales Enquiries 2010 to 2014



Cases Resolved in 2014

Overview

CASES CONSIDERED, REVIEWED AND RESOLVED

Resolved via	2013	2014	Increase
Lettings			
Cases Received	1,300	1,826	40%
Resolved via - Mediated Resolutions	358	475	33%
Resolved via - Formal Reviews	915	1,002	10%
Lettings Cases Resolved	1,273	1,477	16%
Sales			
Cases Received	843	1,207	43%
Resolved via - Mediated Resolutions	236	285	21%
Resolved via - Formal Reviews	601	678	13%
Sales Cases Resolved	837	963	15%
Other Jurisdictions			
Cases Received	44	82	86%
Resolved via - Mediated Resolutions	6	32	433%
Resolved via - Formal Reviews	19	39	105%
Other Jurisdictions Cases Resolved	25	71	184%
Total Cases Received	2,187	3,115	42% ¹
Total Cases Resolved	2,135	2,511	18%

¹ The increase in sales and lettings cases which fell within the Ombudsman's Terms of Reference, must be considered alongside the relatively static enquiry figures, which together indicate consumers are becoming more aware of what agent related issues TPO can deal with.

Cases Resolved in the last 6 years

OVERALL CASES RESOLVED

2009

1,052

2010

1,083

UP
3%

2011

1,339

UP
24%

2012¹

1,651

UP
23%

2013

2,135

UP
29%

2014

2,511

UP
18%

RESOLVED LETTINGS CASES

2009

490

47%
OF
CASELOAD

2010

525

48%
OF
CASELOAD

2011

769

57%
OF
CASELOAD

2012¹

891

54%
OF
CASELOAD

2013

1,273

60%
OF
CASELOAD

2014

1,477

59%
OF
CASELOAD

RESOLVED SALES CASES

2009

562

53%
OF
CASELOAD

2010

558

52%
OF
CASELOAD

2011

570

43%
OF
CASELOAD

2012¹

731

44%
OF
CASELOAD

2013

837

39%
OF
CASELOAD

2014

963

38%
OF
CASELOAD

Assessment and Resolution Team

In late 2012 TPO took the decision to trial a small resolution team designed to tackle straightforward issues which did not always require a formal review. Its initial success in 2013 saw a 68% rise in cases being resolved in this manner which led to the team being renamed the Assessment and Resolution Team and its duties expanded in 2014. TPO's Assessment and Resolution Officers (AROs) now assess every case received to determine whether or not the dispute could be resolved without a formal Ombudsman review. Working in conjunction with their Senior Case Officers, the AROs will seek to gather all of the information they need to make an assessment and, thereafter, negotiate between parties to find a common middle ground, explaining what is fair and reasonable in the specific circumstances presented. Some cases may involve discussions over a goodwill offer, others are simply a matter of managing expectations and educating both consumers and agents, but in all cases complainants are provided with the option of progressing to a formal Ombudsman review.



Mediated Resolutions

2013

2014

	Resolution	Split	Resolution	Split
Non-Support ¹	350	58%	404	51%
Conciliation ²	250	42%	388	49%
Total Early Resolutions	600		792	

¹ Where it is clear at an early stage that the Ombudsman would not support the complaint or, following assessment of the issues by the ARO, the complainant/agent is correctly signposted elsewhere.

² Where agent shortcomings are identified by the ARO and a resolution (normally a goodwill offer) is negotiated between both parties.

Case Studies

Unattended baggage

The Tenant complained after items which she had left in the property were disposed of after she had vacated. She stated that she had contacted the Agent to advise of the items left behind, asking them to look for the same during the check-out inspection. Following the check-out, the Agent contacted the Tenant to advise that the items had been found by the cleaner but had subsequently been disposed of. The Agent initially made a goodwill offer of £50 which was rejected by the Tenant. After considering the documentation provided, we contacted the Agent explaining that they had provided no indication of an instruction to the cleaners for any left items to be returned. Accordingly, we advised that the Ombudsman would likely make a higher award as there is a legal requirement for a landlord (and therefore their agent) to make reasonable attempts to return a tenant's property left at the end of a tenancy before disposing of the same. The Agent could have facilitated this process by allowing the Tenant to re-enter the property and also had an obligation to remind the landlord of their legal obligations, which in both cases they had not done. The Agent increased their goodwill offer to £100, and the Tenant accepted this as a final resolution to the dispute.

Hidden spaces

The Tenants complained that, during a visit by a contractor, it was discovered that there was a locked 'loft' space in the roof of the property which they were previously unaware of and which contained the Landlord's possessions. They stated that they should have had access to this space for their own storage and requested that the Agent remove the Landlord's possessions or compensate them for the loss of space. Following consideration of the evidence (including photographs), it transpired that the loft space was not obvious and that neither the Agent nor the Tenants had noticed it during either the viewings or the first month of the tenancy. Upon discovering the loft space, the Tenants contacted the Agent, who in turn had contacted the Landlord who advised that the loft was not suitable for tenant access; that he did not wish the Tenants to use it and access should only be granted for urgent or necessary maintenance works. Our preliminary assessment found that, due to the concealed nature of the loft, it was unreasonable for the Agent to have been aware of the space during marketing and, therefore, had not been in a position to advise the Tenants. We explained that the Agent had acted correctly by seeking the Landlord's instructions regarding the space when it was discovered and that refusal for its use was not a shortcoming on the Agent's part. The Tenants were advised that their complaint was unlikely to be supported should it progress to a formal review, which, whilst unhappy about the situation, they accepted.

Lettings Casework Statistics

Lettings Caseload	2013	2014	Increase	Increase
Total Cases Received	1,300	1,826	526	40%
Total Cases Resolved	1,273	1,477	204	16%
Resolved via:				
Mediated Resolution	358	475	117	33%
Formal Review (Complex Cases)	915	1002	87	10%

Mediated Resolutions	2013		2014	
	Resolution	Split	Resolution	Split
Non-Support ¹	197	55%	240	51%
Conciliation ²	161	45%	235	49%
Total Resolutions	358		475	

Formal Reviews (complex cases)	2013		2014	
	Decisions	Split	Decisions	Split
Non-Support	190	21%	179	18%
Support	725	79%	823	82%
Total Formal Reviews	915		1,002	

Complainant	2013		2014	
	Cases	Split	Cases	Split
Landlord	642	50%	799	54%
Tenant	596	47%	646	44%
Other	35	3%	32	2%

Awards	2013	2014
£1 to £99	108	103
£100 to £499	534	594
£500 to £999	83	159
£1,000 to £2,999	40	62
Above £3,000	8	18
Total Value of Awards	£318,452.59	£490,556.06
Average Lettings Award	£411.97	£524.10

Total value up

54%

Average up

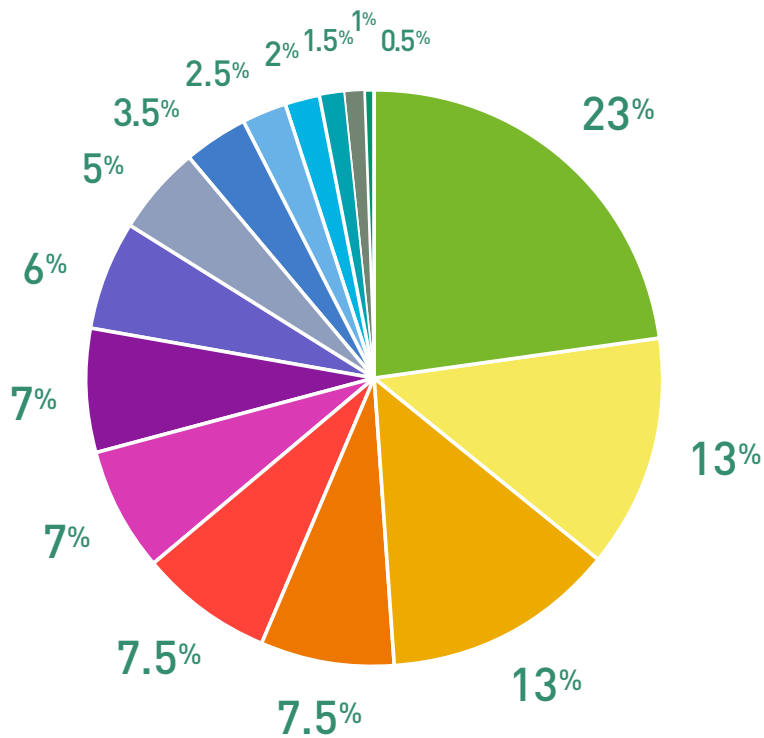
27%

¹ Where it is clear at an early stage that the Ombudsman would not support the complaint or, following assessment of the issues by the ARO Team, the complainant/agent is correctly signposted elsewhere.

² Where agent shortcomings are identified and a resolution (normally a goodwill offer) is negotiated by the ARO Team between both parties.

Complaint Categories

(measured against the relevant sections of the TPO Code of Practice for Residential Letting Agents)

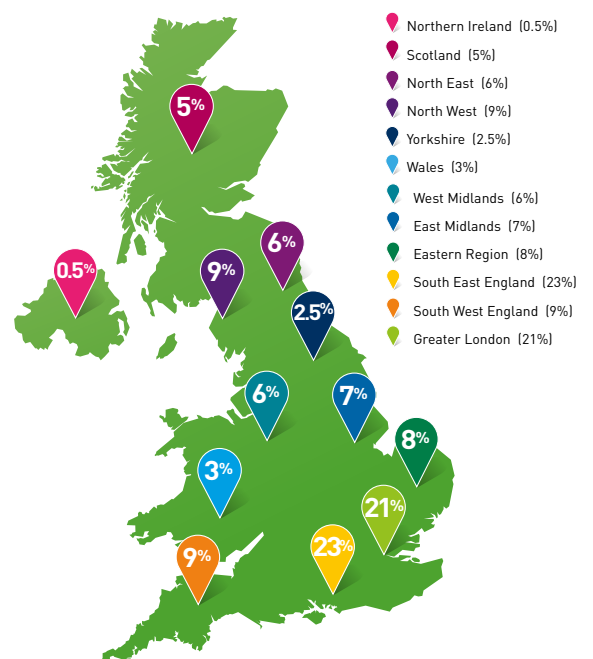


Management	23%
In-House Complaints Handling	13%
General Obligations ³	13%
Tenancy Agreement, Inventories and Deposits	7.5%
End of Tenancy - Deposits, Disputes and Damages	7.5%
Duty of Care and Conflict of Interest	7%
Instructions, Terms of Business, Fees, Charges and Termination of Client Agreement	7%
References	6%
Offers	5%
Rent Collection	3.5%
Viewing and Access	2.5%
Marketing and Advertising	2%
Termination of Tenancy	1.5%
Market Appraisal	1%
Client Money ⁴	0.5%

Top 10 issues of 2014

11%	Repairs and maintenance	3.5%	Tenant fees (including holding deposits)
10%	Acknowledging, investigating and responding to complaints	3%	Check-out reports
6%	Conflict of interest	3%	Landlord fees
5%	Inspections	2.5%	Written records
5%	End of tenancy process	2.5%	Deposit negotiations and communication

Caseload by Region



³ General obligations include issues relating to treating all parties fairly, keeping full written records and not seeking business by unfair methods.

⁴ Use of separate designated client accounts.

Lettings

Case Studies

Misinformation, arrears and no guarantee

Complaint

Following the eventual eviction of the Tenants, the Landlord complained to the Agent that their referencing process had been flawed as it had not divulged a number of financial issues which, had she known of, meant she would not have agreed to the tenancy. The Agent acknowledged some shortcomings, but refused to make an offer equivalent to the loss of rent that the Landlord was seeking.

Investigation

It was apparent that the Landlord had made it clear to the Agent that she would only accept tenants who could qualify for a rent guarantee insurance scheme. The Agent had acknowledged that requirement and assured the Landlord that the Tenants would be credit checked to a degree that would allow suitable insurance to be arranged. However, the Agent did not specify that, as their instruction was on an introduction only basis, the Landlord would be unable to take out the policy operated by them. Moreover, whilst the Agent informed the Landlord that the Tenants had passed the credit check, they did not inform her that an adverse credit history

had been discovered and that, in order for the insurance offered by the Agent to be valid, the Tenants also required suitable guarantors. The Tenants failed to pay the rent from the second month and the Landlord requested the referencing documentation from the Agent during the subsequent legal process.

Outcome

I considered that the Agent's incorrect advice had directly led to the Landlord entering into the tenancy from an uninformed position being unaware of both the Tenants' adverse credit history and the guarantor requirement of the insurance policy. I noted that the Agent had made goodwill offers of £1,500 increasing to £2,850 both of which were refused by the Landlord. I also noted that the Landlord's legal costs had been paid via a separate insurance. I therefore made an award equal to the rent arrears of £5,780 less the security deposit of £1,424 which the Court had ordered be released to the Landlord. I also made an award of £300 for the aggravation, distress and inconvenience suffered by the Landlord.

Learning

Section 10 of the Code of Practice outlines TPO agents' obligations when undertaking referencing. Regardless of whether a third party referencing provider is used, the agent remains duty bound to consider the results and highlight any potential areas of concern to both the landlord and the tenant to allow both parties to make an informed decision as to whether they wish to proceed with the tenancy on the terms previously agreed.



Department for
Communities and
Local Government

Communication not guaranteed

Complaint

The complaint raised concerned the Agent's failure to continue to notify the Guarantor of rent arrears that had accrued under the tenancy. He also accused the Agent of failing to notify him when the Landlord decided to put the matter into the hands of her solicitors and of failing to make those solicitors aware of his role by not providing the Deed of Guarantee he had signed. As a result of these shortcomings, the Guarantor argued that he had incurred unnecessary court costs.

Investigation

It was evident that the Guarantor had been notified on numerous occasions during the tenancy that the Tenants were in arrears, and on each occasion he had contacted the Tenants resulting in the arrears being paid. However, the Agent inexplicably stopped contacting the Guarantor when further arrears arose and he was

therefore unaware of how serious the situation was until he was eventually notified that the Tenants were due to be evicted. When instructing solicitors, the Agent had also failed to disclose that there was a guarantor for the tenancy. I observed that, whilst the Guarantor was unable to prevent the Tenants from being evicted, he did pay off all the rent arrears together with the court costs.

Outcome

I supported all of the complaints raised concluding that had the Agent continued to inform the Guarantor of the continuing arrears, or even made the solicitors aware of his existence, then the Guarantor would have fulfilled his obligations and settled the rent arrears without incurring unnecessary court costs. I made an award of £1,000 which covered the court costs and the avoidable distress, aggravation and inconvenience the Agent's shortcomings had caused.

Learning

In accordance with Paragraph 13b of the Code of Practice, all TPO agents must have procedures in place to notify both their client, the tenant and any guarantor in a timely manner, of rent that has become appreciably overdue. The Code also requires TPO agents to take suitable steps to notify rental warranty insurers as necessary.



...the Agent inexplicably stopped contacting the Guarantor when further arrears arose and he was therefore unaware of how serious the situation was...



All inclusive

Complaint

Prior to renting, the Tenant viewed the property accompanied by the Agent's representative who explained to him that the rent included all bills. After the viewing, the Tenant asked the representative to confirm what he would have to pay, to which she responded that the weekly rent was due in advance and that all bills were included. Unsurprisingly, the Tenant was subsequently shocked to receive council tax bills which eventually culminated in a County Court judgement being made against him. The Agent's response was that, as per the tenancy agreement, he was still required to pay the council tax.

Investigation

The Agent argued that a prospective tenant has a responsibility to read what he is about to sign and referred to the tenancy agreement containing the clause whereby the Tenant was required to pay the council tax and any telecom related bills, pointing out that he had initialled it on every page. As such, the Agent argued that their representative's email stating all bills were included was irrelevant. I observed that the Landlord had stated in an email to the Tenant that this was not the first time the

property had been let by the Agent, indicating that they should have been familiar with the Landlord's position that utility bills (except for telecoms) were included in the rent but not council tax.

Outcome

I agreed in principle with the Agent's view that the Tenant had a responsibility to read the tenancy agreement before signing the same. However, I pointed out that it was the Agent's professional responsibility to accurately and fully inform prospective tenants of the terms on which the Landlord was prepared to let the property and that, in my view, the Tenant reasonably understood from such wording that all outgoings associated with living at/renting the property were included, not just utility bills, and this was the basis of his offer for the property. In using the words 'all bills' no distinction was drawn between utilities and other property related bills, therefore, I concluded that the Tenant justifiably understood that council tax was included. I supported the complaint and made an award of £521.56 being the council tax plus the additional charges associated with late payment to the Council whilst the Tenant tried to resolve the issue with the Agent.

Learning

Paragraph 7a of the Code of Practice requires TPO agents to disclose any material information of which they are aware or should be aware of in relation to the property in a clear, intelligible and timely fashion and to take all reasonable steps that all statements they make about a property, whether oral, pictorial or written, are accurate and are not misleading. Clearly, stating all bills are included within the rental payments when this was not the case was a breach of the TPO Code.

Compromise and move on

Complaint

Following their move to a new property, the Tenants claimed that the Agent had 'lied' to them about the availability of another property, which led them to rent the current property which they considered was substandard. They also alleged that the Agent had stated that they could live in the property 'rent-free' and then reneged on this promise. The Tenants further criticised the Agent for using holding deposit monies initially paid towards the other property to offset the disputed unpaid rent on their current property, adding that the Agent had refused to accept a part-payment of rent.

Investigation

I could not agree that the Agent 'lied' about the availability of the initial property, as there was no evidence to indicate that this had been the case. However, I was critical of the Agent for their apparent failures in not drawing up a proper holding deposit agreement to highlight what had been paid and for not stating in writing what the terms of the tenancy would

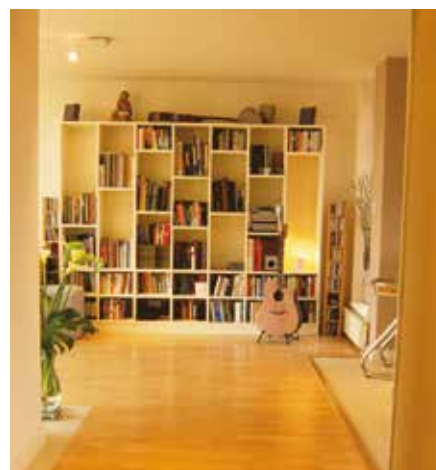
be for the second property, contrary to the requirements of Paragraphs 11a, 11b and 11c of the Code of Practice. It was also apparent from the documentation that the Tenants had not paid any rent, yet the Agent had surprisingly chosen to pay rent from their own funds direct to the Landlord. They had then sought to demand rent from the Tenants despite no legally enforceable contract to substantiate their claim.

Outcome

Whilst I was extremely critical of the Agent, I also considered that the Tenants had a responsibility to pay some rent as there was no evidence to indicate that the property was offered 'rent free' to them. I put forward a resolution to the matter being that the 'full' rent payable was halved, with the Tenants paying £1,150 (offset by £500 balance from the holding deposit). This meant that the Agent effectively forfeited the same figure, having paid the landlord the 'full' rent. Both parties accepted the resolution.

Learning

The importance of providing clear and unambiguous documentation cannot be understated. If holding deposits are to be taken, in accordance with Paragraph 9g of the Code of Practice, tenants must always be provided with written terms relating to those monies before such sum is demanded to enable them to make an informed decision. Section 11 of the Code of Practice, requires TPO agents to provide draft tenancy agreements, taking care to ensure that any fees, charges and non-standard clauses are actively flagged to the potential tenants.



Floating furniture

Complaint

In this case, the Landlord complained that the Agent had stored her furniture for her but had not ensured that the storage facility had suitable insurance cover, which became apparent when the facility was subsequently flooded. The Landlord alleged that, following the flood, the Agent had disposed of the furniture without consulting her; did not take photographs to show the damage; did not advise her of the situation in a timely manner and did not offer her appropriate compensation. The Agent explained that the flooding had occurred over the Christmas holidays and that the local Council had already disposed of the furniture by the time they were alerted to the problem.

Investigation

Once the tenancy had commenced and the Tenants realised that the property was furnished (despite making an offer based on it being advertised as unfurnished), the Agent offered to store the furniture free of charge. Whilst the Agent had no legal obligation to do this, since they made the offer and the Landlord accepted, I expected the Agent to have ensured that the furniture was kept in a secure facility and returned at the end of the tenancy in a similar condition. In the circumstances where the flood occurred, I would have expected the Agent to have notified the Landlord of the position in a timely

manner, taken her instructions on whether or not she wished to salvage the furniture and to have offered her appropriate compensation. However, it was apparent that the Agent took over three months to inform the Landlord and, furthermore, their file contained no information supporting their argument that the local Council had removed the furniture.

Outcome

I considered that as the Agent had agreed to store the Landlord's furniture, they thereby took responsibility for it whilst it was in their custody. Therefore, whilst it was not the Agent's fault that the storage facility was flooded, I considered that they were answerable to the Landlord if the furniture was damaged or disposed of. I noted that the Agent accepted that the Landlord was entitled to compensation but had not obtained adequate insurance to cover eventualities such as floods and, as such, had to accept the consequences. Consequently, I considered it fair and reasonable for the Agent to compensate the Landlord for her loss. In assessing the amount of compensation, both parties disagreed on the figure. I pointed out that the Landlord would not be entitled to the cost of brand new products as this would amount to betterment and, in the circumstances, I directed the Agent to contribute approximately two thirds of the cost of the new furniture in the sum of £1,400.

Learning

Paragraph 7b of the Code of Practice requires TPO agents to accurately describe a property when marketing the same, paying specific attention to whether it is being offered on a furnished or unfurnished basis. In this case, the Agent's initial error in marketing the property as unfurnished culminated in a situation whereby their attempts to rectify the situation unfortunately caused them additional and avoidable expense. The situation could have been avoided had the property been correctly marketed in the first instance.

Dual tenant-find fee

Complaint

The Landlord in this case complained about the Agent pursuing him for an introduction fee, despite the Agent failing to secure a tenancy (or even an offer) from the Tenant when he first viewed the property, with the tenancy subsequently being secured by another agent.

Investigation

Although the Agent first introduced the Tenant to the property by way of conducting two viewings, for unspecified reasons the Tenant did not make an offer. The Landlord then appointed another agent, who the Tenant approached and his application and subsequent tenancy was secured through them. The Landlord allowed this to happen, despite initially indicating that the transaction should go back to the original Agent.

Outcome

The Agent's terms of business did not contain any reference to a fee being charged where a prospective tenant introduced by them went on to sign a tenancy agreement with the Landlord, either directly or through another agent, which had happened in this case. Despite the Agent's claims to the contrary, their entitlement within their terms to claim a tenant find fee relied on the Landlord agreeing to proceed with a tenancy arranged by them. This did not happen, therefore, I did not consider that the Agent had a contractual entitlement to a fee. Furthermore, having paid the second agent's fee, I did not consider it fair for the Landlord to pay two commission fees.

Learning

Where two agents are claiming a commission fee, regardless of whether it is in relation to the sale or let of a property, such a claim must be supported by a contractual entitlement and evidenced compliance with the TPO Code of Practice. In short, both agents must clearly inform the consumer of the circumstances whereby a fee liability could arise before such times as the consumer has taken action which incurs that liability.



In the circumstances where the flood occurred, I would have expected the Agent to have notified the Landlord of the position in a timely manner, taken her instructions on whether or not she wished to salvage the furniture and to have offered her appropriate compensation



Jewellery theft

Complaint

Following a viewing at the property, the Tenant returned home to find that an item of jewellery had been removed from the premises. The Tenant complained to the Agent that, contrary to his previous request to be informed of viewings in good time, the Agent had failed to do so, denying him the opportunity to be present during the viewing in question. He considered the Agent to be in breach of contract and requested compensation equivalent to at least six months' rent.

Investigation

I noted that the Tenant had stated to the Agent the importance of him being notified of all potential viewings so that he could be present and that the Agent had acknowledged the request, raising no concerns. However, three days later the Tenant returned from work to discover that somebody had accessed the Property whereupon he immediately contacted the Police, who advised him to check with both the Agent

and the Landlord, as there was no sign of forced entry. The Tenant did so and ascertained that a representative of the Agent had accompanied a viewing at the property without his consent. It was at this time that he also discovered an item of jewellery was missing.

Outcome

I noted that, regardless of the Tenant's request, the tenancy agreement required the Agent to provide him with at least 24 hours' notice of forthcoming access to the property. As such, I considered the Agent to be in breach of their obligations under Paragraph 8d of the TPO Code of Practice. Whilst it was not my role to consider allegations of a criminal nature such as theft, I was extremely critical of the Agent for failing to provide the Tenant with appropriate and reasonable notice to access the property, in accordance with both the tenancy agreement and his specific instructions. I considered the Agent's actions to have caused significant unnecessary and avoidable distress, aggravation and inconvenience and made an award of £500.

Learning

Paragraph 8d of the Code of Practice requires TPO agents to provide appropriate and reasonable notice to existing tenants of forthcoming viewings. No unaccompanied viewings should occur unless this has been expressly agreed with the existing tenant.



It was unfortunate that we were unable to resolve this matter directly with...[the agent]...but we are grateful that an impartial service as provided by the Property Ombudsman is available.

Mrs V, Hampshire



Renewal fees

Complaint

Several months after the tenancy ended, the Tenant complained to his previous Agent that he had not been made aware of the option to allow the tenancy to continue on a periodic basis and, instead, had been misled into signing a new tenancy agreement every six months and paying the Agent a renewal fee. He requested the return of the fees he had paid to the Agent.

Investigation

The Tenant explained that he only became aware of the possibility of a statutory periodic tenancy through his new landlord and considered he had been deliberately misled by the Agent. In response, the Agent explained that their landlord client had instructed them to proceed to let the property to the Tenant for periods of six months on the basis of rent being received in advance given the negative results of the Tenant's referencing. I observed that the Agent's file contained a 'Tenancy Fee Declaration Form' signed by the Tenant which clearly set out the initial and future fees in relation to the tenancy. Their file also contained copy letters sent to the Tenant towards the end of each fixed term to enquire whether he wished to enter into a further tenancy agreement for six months and offering payment options to either pay the whole rent in advance, to be re-

referenced or to appoint a guarantor. On each occasion the Tenant requested to enter into a tenancy agreement for six months and to pay the whole rent in advance, raising no queries regarding the length of the term of the tenancy.

Outcome

I did not consider that the Agent had treated the Tenant unfairly or with a lack of integrity. Firstly, it was clear that they were acting on their client's instructions in providing the Tenant with the three options every six months, especially given the result of the initial referencing. Secondly, in order to safeguard both the Tenant's and the landlord client's interests I considered it correct for the Agent to seek to agree a fixed term and ensure that rent for the entire period was paid in advance. Indeed, I would have been critical of the Agent had they taken advance rent of six months from the Tenant but allowed the tenancy to proceed on a statutory periodic month by month basis, as such a situation could have seen the landlord client serving notice early leaving the Tenant in the position of having to pursue the landlord to reclaim any overpayment of rent. Finally, as the renewal fee had been agreed by the Tenant at the outset, given the circumstances, I considered it had been charged correctly.

Learning

Paragraph 9g of the Code of Practice requires TPO agents to actively flag any significant tenancy pre-conditions and terms for the letting which include any ongoing or future liability for fees or charges payable to the agent for the tenant to extend, renew or terminate the proposed tenancy (including inventory/check-out costs).

Tiny explosions

Complaint

The Complainant (a neighbour) complained that the Agent had failed to properly maintain the property they were managing, which had allegedly put lives and health at risk. The Complainant also asserted that the Agent's failure to act promptly or appropriately to his reasonable communications caused unnecessary stress and aggravation and forced him to call out the fire brigade. The Agent contested all of the allegations, stating that they had acted appropriately in the circumstances.

Investigation

I noted that the Complainant had contacted the Agent to report a live electric cable creating sparks and sudden 'explosions' from the property they managed. At the time of this incident, the property was unoccupied and as such was not being managed by the Agent. However, it was apparent that they quickly instructed a contractor to attend the property to assess the situation who reported back as being unable to find the cable or confirm that

the incident had originated from the property. Later that evening the Complainant, again, contacted the Agent to report further 'explosions' and sparks coming from the cable. The Agent advised the Complainant that they were not managing the property and that their contractor had been unable to locate the cable earlier. They advised the Complainant to contact the fire brigade which he did, subsequently complaining that the Agent's actions had not only inconvenienced him but also the emergency services.

Outcome

The crux of this complaint hinged on the fact that, irrespective of the Complainant's perception of the role of the Agent, at the time of the incident, they were not responsible for the management of the property. I was satisfied that in the circumstances they acted appropriately and subsequently provided the Complainant with reasonable advice when they were unable to assist further. I did not support the complaint.

Learning

Where a property is not occupied or actively managed, but on an agent's books, as per Paragraphs 14a and 14b of the Code of Practice, TPO agents are expected to respond appropriately and promptly to reasonable communications from third parties, especially when these relate to safety issues.



Thank you very much for all your work...
I'm obviously disappointed that we were
unsuccessful, but my wife and I feel
much happier knowing that this has been
properly and fairly looked at.
Mr and Mrs P, Surrey



Deposit matters

Complaint

Following the end of the tenancy the Agent transferred the full deposit to the Landlord, explaining to the Tenant that deductions to rectify damage at the property exceeded the value of the deposit monies. The Tenant sought to contest the claim, but upon contacting the tenancy deposit scheme was informed that the deposit had been released six months previously, during the tenancy. The Tenant subsequently complained to the Agent, citing their actions as unfair and unreasonable. The Agent disputed all of the allegations, claiming that they had acted appropriately throughout the process.

Investigation

Specifically, I noted that the Tenant claimed that the Agent breached Paragraphs 11l and 16c of the TPO Code of Practice by failing to keep her informed about which protection scheme her deposit was registered with and how to seek resolution of a subsequent dispute, and for releasing the Tenant's deposit to the Landlord without her agreement. I also noted that the Agent had failed to communicate and liaise about the deposit fairly at the end of the Tenancy and had breached Paragraph 11d of the TPO Code of Practice by failing to provide the tenant with the name and address of the Landlords within twenty-one days.

Outcome

The Agent was unable to substantiate their claims that they informed the Tenant that her deposit was re-registered with another tenancy deposit scheme; that they provided her with the rules about the new scheme and that they provided a new deposit registration certificate to her. Furthermore, the Agent took steps, without consulting with the Tenant, to contact the deposit scheme to unprotect the deposit during the tenancy and subsequently failed to inform her that she had 90 days in which to contest the deductions with the new deposit scheme at the end of the tenancy, which meant that the deposit was eventually forfeit in its entirety to the Landlord. In my view, the Agent's failure to adhere to the relevant Paragraphs of the TPO Code of Practice had deprived the Tenant of the opportunity to have her dispute with the Landlord independently examined by the deposit scheme. Finally, I was critical of the Agent for not providing the Tenant with the Landlord's contact details within the 21 days, delaying her initiating negotiations with the Landlord for the return of those monies. Overall, I made an award of £400 for the distress, aggravation and inconvenience caused, whilst noting that the Tenant had achieved an agreeable outcome directly with the Landlord.

Learning

Put simply, the deposit money is the tenant's monies until either agreed by the tenant or judged otherwise by a tenancy deposit scheme or a court of law. If those monies are to be transferred to or re-registered with a new deposit scheme during the course of the tenancy, the tenant must be promptly provided with the appropriate information. Furthermore, deposit monies cannot be transferred to a landlord without obtaining the tenant's prior written permission and fees payable by a landlord to an agent cannot be deducted from deposit monies. Paragraphs 11i to 11n and 16c to 16g clearly set out a TPO agent's obligations when dealing with deposit monies before, during and after a tenancy.

Case Studies

in brief

An unintended gesture

The Tenants raised a complaint surrounding the renewal of the tenancy and the Agent's rudeness during that process. The renewed tenancy agreement was initially signed by the Tenants, however the Agent asked them to attend their offices to sign the copy already signed by the Landlord. Unfortunately, during the subsequent visit, a vocal disagreement between the parties occurred. Both the Tenants and the Agent agreed that a heated conversation was held however, the Tenants alleged that the office manager made an offensive hand gesture to them which the Agent denied. On the evidence presented, I supported the complaints as the Agent did not get the new contract signed by the Landlord in a timely manner and they admitted to entering into an argument in the offices, of which I was critical. I could not determine whether an offensive gesture had been made to the Tenants and I did not consider that an award of compensation was suitable in the circumstances as I did not feel that the actions of the Agent would have caused any significant distress, inconvenience or aggravation. However, the Agent had charged the Tenants a fee of £180 for the renewal. The fee was not detailed in any paperwork and there was no evidence to show that the Agent had complied with Paragraph 5j of the Code of Practice by actively flagging the charge at the outset of the tenancy. I therefore directed the Agent to refund the fee.

Fenced in

The owner (the Complainant) of the house next door to that managed by the Agent commissioned repairs to a party fence without waiting for approval of the quotation from the Landlord and then subsequently complained that the Agent had not contributed to the cost. Generally my role is to consider complaints by landlords and tenants, but my Terms of Reference do extend to allowing me to consider complaints from those who are otherwise involved with TPO agents. It was on that basis I reviewed the complaint. I noted that the fence had been damaged in high winds and the Complainant wished to address the problem before more damage was caused. He had provided a quote to the Agent who had informed the Landlord who responded by stating that he was not willing to contribute to the cost as the fence was not his responsibility. Whilst legal responsibility for maintenance of the fence lay between the two owners, as the managing agent, best practice required a prompt response to reports of a problem and co-operation in trying to resolve the issue. I found that the Agent had been responsive and acted promptly and proactively throughout, explaining the limitations of their role and communicating between the parties quickly and appropriately. I did not support the complaint.

Green fingers

The Landlords complained that the Tenant found by the Agent had turned the property into a cannabis factory causing £7,500 of damage and claimed that had the Agent carried out reasonable checks on the references the situation would have been avoided. The Landlords further stated that the Agent did agree to pay £1,000 towards the damage caused on the condition that they would pay them a commission fee for finding another tenant which was unfair, given that they had just paid a large commission fee six weeks beforehand for a Tenant that had used the property for illegal purposes. I did not support this complaint as the Agent took reasonable steps to reference the Tenant in accordance with Section 10 of the TPO Code of Practice by using a recognised referencing service provider. Whilst the Landlords claimed, with the benefit of hindsight, that the Agent should have done more to scrutinise the Tenant's documents, on balance, I was not persuaded that this was a fair assessment, given that the referencing process did not produce any information that should have put the Agent on notice that all was not as it seemed. Secondly, I was not willing to criticise the Agent for choosing to make a goodwill offer (a business decision, rather than admission of liability) conditional on the Landlords using them to re-let the property. Overall, whilst I had sympathy with the situation the Landlords found themselves in, I did not consider there to be any shortcoming on the Agent's part which contributed to the eventual outcome.



DCLG

Statistics

In April 2014, TPO gained accreditation as an approved redress scheme from the Department of Communities and Local Government. These additional statistics are relevant from 1 October to 31 December 2014 and relate to English only letting and (residential leasehold) management agents registered with TPO under the redress requirements of the **Enterprise and Regulatory Reform Act 2013**. Other statistics in relation to English only letting and management agents can be found elsewhere in this report.

Letting offices:	12,915
Residential Leasehold Management (RLM) offices:	240
Number of expelled Letting agents:	0
Number of expelled RLM agents:	0

Why the complaint was referred to TPO:	
Deadlock between the parties:	422
Complaint unresolved by in-house complaints process after 8 weeks:	64
Scheme administrator's discretion:	0
Other:	0

Cases brought to TPO from:	
Landlords:	223
Tenants:	225
Freeholders:	0
Leaseholders:	10
Other:	17

Breakdown of what the complaints were about by topic:

General Communication	124
Duty of Care	28
Conflict of Interest	42
Advertising for New Business (Canvassing)	0
Market Appraisal	7
Instructions and Terms of Business	35
Fair Contracts	2
Fees and Charges	7
Termination of Client Agreement	4
Subsequent Changes	2
Marketing and Advertising	10
Letting Boards	1
Published Material and Information about a Property	4
Viewings	5
Access to Premises	10
Offers	71

Referencing	81
The Tenancy Agreement	25
Inventories and Schedules of Condition	18
Deposits	15
Bonds	0
Rent Collection	22
Management	146
Termination of a Tenancy	25
End of Tenancy - Deposits, Disputes and Damages	59
Clients' Money	8
In-House Complaints Handling	85
Referrals to the Ombudsman	6
Compliance Monitoring	0
Non-Compliance with the Code	0
Management of Shared Areas	3



The total amount of financial compensation awarded:

	Lettings	RLM
£1 to £99:	£1,346.00	£0.00
£100 to £499:	£29,823.47	£100.00
£500 to £999:	£20,556.52	£0.00
£1,000 to £2,999:	£29,902.39	£0.00
Above £3,000:	£24,099.32	£0.00

Total compensation paid by:

Lettings agents:	£105,727.70
RLM agents:	£100.00

Compensation awarded to:

Landlord:	£72,829.10
Tenant:	£32,397.60
Leaseholder:	£100.00
Freeholder:	£0.00
Other:	£501.00

Cases rejected as being outside the scope of the redress scheme (e.g. agent not a member): 382 Lettings, 114 RLM

Complaints resolved via:

Mediation/other without formal review:	57 Lettings,	0 RLM
Formal review:	231 Lettings,	1 RLM
Other (e.g. correct signposting):	43 Lettings,	1 RLM

Total number of cases decided during the year by formal review:

Upheld:	228 Lettings,	1 RLM
Non-support:	61 Lettings,	0 RLM

Average time taken for case to be decided (taken from date evidence provided by both parties to date decision issued): 95 days lettings, 29 days RLM

Awards made where complaints were upheld:

Financial:	209 Lettings,	1 RLM
Non-financial:	19 Lettings,	0 RLM
Financial and non-financial:	0 Lettings,	0 RLM
Other:	0 Lettings,	0 RLM

Information about the TPO redress scheme

Total number of service complaints made:

Stage 1 to Ombudsman	2
Stage 2 to Chairman of the Council	1
Stage 3 to Independent Reviewer	1

Complaints received from:

Lettings agent:	1
Residential leasehold management agent:	0
Landlord:	3
Tenant:	0
Leaseholder:	0
Freeholder:	0
Other:	0

Number of complaints	Upheld	Not supported
Stage 1 to Ombudsman	0	2
Stage 2 to Chairman of the Council	0	1
Stage 3 to Independent Reviewer	0	1

Average time taken to deal with service (from the date the complaint was received until the date the decision was issued):

Stage 1 to Ombudsman	16 days
Stage 2 to Chairman of the Council	26 days
Stage 3 to Independent Reviewer	44 days

Complaint concerned:

Operational issues:	3
The way a case was handled:	1
Other:	0

Sales Casework Statistics

Sales Caseload	2013	2014	Increase	Increase
Total Cases Received	843	1,207	364	43%
Total Cases Resolved	837	963	126	15%
Resolved via:				
Mediated Resolution	236	285	49	21%
Formal Review (Complex Cases)	601	678	77	13%

Mediated Resolutions	2013		2014		Formal Reviews	2013		2014	
	Resolution	Split	Resolution	Split		Decisions	Split	Decisions	Split
Early non-Support ¹	153	65%	164	58%	Non-Support	177	29%	200	29%
Conciliation ²	83	35%	121	42%	Support	424	71%	478	71%
Total Resolutions	236		285		Total Formal Reviews	601		678	

Complainant	2013		2014	
	Cases	Split	Cases	Split
Seller	529	63%	570	59%
Buyer	269	32%	373	39%
Other	39	5%	20	2%

Awards	2013	2014
£1 to £99	66	93
£100 to £499	323	351
£500 to £999	32	56
£1,000 to £2,999	16	34
Above £3,000	7	7
Total Value of Awards	£173,811.62	£202,486.11
Average Sales Award	£391.47	£374.28

Total value up
16%

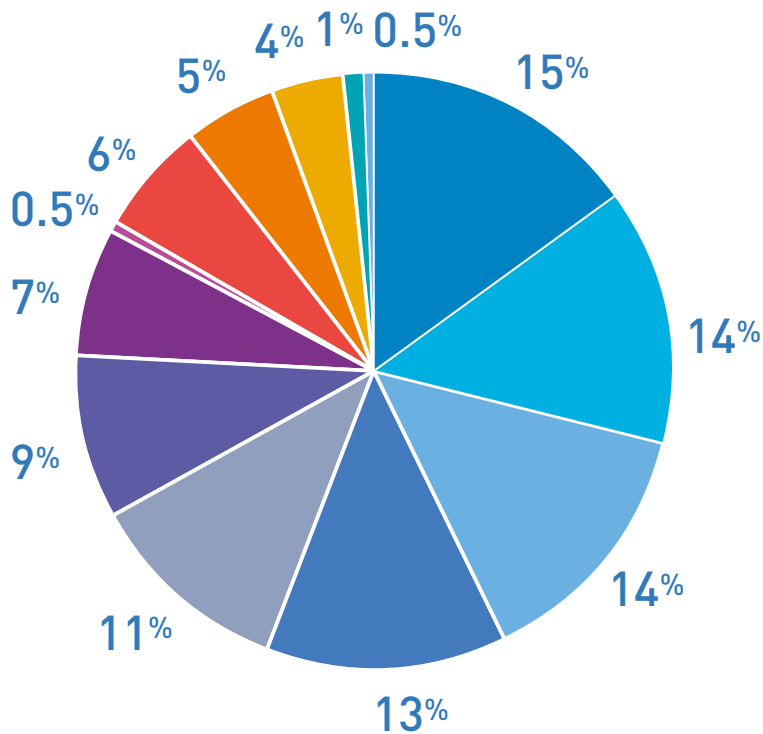
Average award down
4%

¹ Where it is clear at an early stage that the Ombudsman would not support the complaint or, following assessment of the issues by the ARO Team, the complainant/agent is correctly signposted elsewhere.

² Where agent shortcomings are identified and a resolution (normally a goodwill offer) is negotiated by the ARO Team between both parties.

Complaint Categories

(measured against the relevant sections of the TPO Code of Practice for Residential Estate Agents)

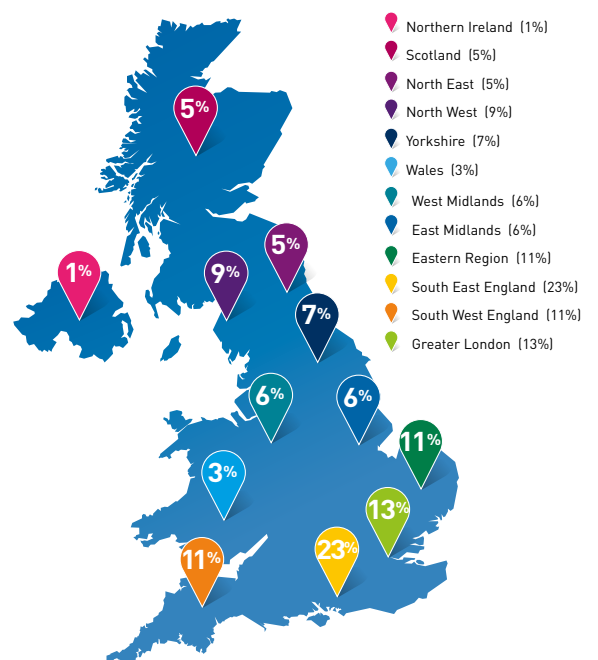


Marketing	15%
General Obligations	14%
In-House Complaints Handling	14%
Instructions, Terms of Business, Commission and Termination	13%
Offers	11%
Duty of Care / Conflict of Interest	9%
Between Exchange and Completion	7%
Exchange and Completion Duties	0.5%
Buyer Financial Evaluation	6%
Market Appraisal	5%
Viewings and Access	4%
Pre-Contract Deposits	1%
EPC / Home Report	0.5%

Top 10 issues of 2014

13%	Contents of the sales particulars	3%	Clear and unambiguous commission fee terms
10%	Acknowledging, investigating and responding to complaints	3%	The initial market appraisal valuation
7%	Monitoring the transaction after an accepted offer	2%	The evaluation of cash buyers
7%	Providing appropriate advice	1.5%	Regular marketing review
7%	Communication of offers	1.5%	Viewing Feedback

Formal reviews by area



Sales

Case Studies

'Gentle pressure' and questionable offers

Complaint

Following the prospective Buyer withdrawing from the transaction, the potential Sellers claimed that the Agent had fabricated information provided to the Buyer, including inventing offers and viewings. The Sellers also claimed that the Agent failed to deal with their complaint appropriately. The Agent's response was that they simply applied 'gentle pressure' on a difficult purchaser to assist the progression of the transaction.

Investigation

Following a survey of the property, the potential Buyer raised concerns about the source of damp at the property and, although not withdrawing from the transaction at that point, requested a delay in exchange to allow for a more detailed survey. The Agent then informed the Buyer that the Sellers had received a further offer on the property, which was £20,000 higher. The Agent went on to explain to the potential Buyer that the Sellers had rejected that offer, but had actually accepted an offer that was £30,000 more than the potential Buyer's accepted offer, adding that the Sellers may be persuaded to

reverse their decision if the potential Buyer was ready to proceed without delay. The potential Buyer did not proceed. The Agent's file revealed that none of these facts were correct. I also noted that Agent took two months to respond to the complaint and when they did, they did not address the complaints that had been made.

Outcome

I did not consider that the fabrication of offers could be considered 'gentle pressure' and I deemed the Agent's actions to be both unfair and intentionally misleading, constituting a devious attempt to persuade the potential Buyer to progress the transaction. In my view, their actions were a clear and intentional breach of Paragraphs 9f and 9h of the TPO Code of Practice. I considered the Agent's actions caused the Sellers avoidable aggravation, distress and inconvenience when they became aware of the misinformation that had been provided to the potential Buyer. However, due to the unresolved damp issue, I was unable to categorically conclude that the Agent's actions were the cause of the potential Buyer withdrawing from the transaction. Overall, I made an award of £650.

Learning

Put simply, it is unacceptable to fabricate offers in an attempt to persuade a potential buyer to take a particular course of action. Whether or not such action is a misguided attempt to benefit the seller, it is neither fair nor ethical and is a clear breach of the TPO Code of Practice, specifically Paragraphs 9f and 9h. Such behaviour impacts on the reputation of all estate agents and TPO will always contact the agent concerned seeking written assurances from directors that such practices will not be tolerated.



No-man's land

Complaint

The Buyers claimed that the Agent had incorrectly advertised the property. They explained that during the conveyancing process they discovered that an area of land at the rear of the garden was not included in the title plan belonging to the property, and in fact belonged to the local Council. The Buyers argued that the Agent should not have marketed the property without having checked this. They also pointed out that they incurred additional costs in registering all of the garden (as seen) as part of the property, arguing that they were treated unfairly by the Agent as a result of the Seller not agreeing to make an allowance for these costs as part of the transaction.

Investigation

I was persuaded from the information provided that the Agent had some local knowledge that the Council owned land to the rear of the properties in the street and that there was an option for residents to rent a section of land in order to extend their gardens. However, it was clear that the neighbouring properties gardens were longer than the property's garden. Furthermore, the

documentation within the Agent's branch file provided no indication that the Seller had informed them that not all of the garden was included in the sale. I, therefore, did not consider it unreasonable for the Agent to have concluded that the garden in its entirety formed part of the property. Regarding the Buyers' additional costs, I noted that communication took place between the legal representatives and the Seller had refused to negotiate on this point. Whilst I acknowledged the Buyers' dissatisfaction at incurring costs which they had not anticipated, this was not something for which the Agent could be held accountable for.

Outcome

I concluded that the Agent had acted in accordance with their obligations (under Paragraph 7i of the TPO Code of Practice and in accordance with the CPRs) in respect of their marketing of the property. I also pointed out that the issue of the title was a matter for the conveyancing process and the responsibility of the legal representatives instructed, explaining that in this case the Agent had no access to these documents prior to marketing.

Learning

Paragraph 7i of the TPO Code of Practice reflects the requirements of the CPRs by requiring agents to divulge material information of which they are aware or should have been reasonably aware. In this case, despite the Agent being aware that the Council owned land in the vicinity, when compared with neighbouring properties, it was not apparent that the Seller was utilising this land. I would have taken a different view if all of the gardens were of a similar length.

Unauthorised building work

Complaint

In this case, the successful Seller was concerned that the Agent had released the key to her Buyer a week before completion, enabling him to begin major building work (including re-wiring and the removal of fireplaces and kitchen cupboards) without her permission. She also alleged that they had permitted unaccompanied viewings; failed to issue a Memorandum of Sale in two instances and handled her complaint unsatisfactorily. She was seeking a refund of the £1,200 commission fee which she had paid on a 'without prejudice' basis shortly before a Small Claims Court hearing to avoid further costs. The Agent acknowledged that the key had been released to the Buyer prematurely and was unable to explain how this had happened. However they insisted that contracts had already been exchanged and noted that the Seller had not suffered any financial disadvantage as the sale had completed successfully. They made no apology and denied the other allegations, but reluctantly offered a £100 fee reduction as a 'goodwill gesture'. When the Seller indicated that she was not satisfied with this and was withholding the commission fee, the Agent initiated proceedings in the Small Claims Court.

Investigation

I noted that the Seller was contractually obliged to pay the Agent's commission fee and they were entitled to take legal action to recover their unpaid invoice. It is not my role to rewrite agreed contractual terms. However, I considered that the Agent's service had fallen significantly short of an acceptable standard in several respects and I was not satisfied by their continued

failure to address and respond to the Seller's concerns. I considered the early release of the key without the Seller's consent to be a serious breach of the Agent's duty of care which could have had significant consequences. I also found that the Agent had allowed a workman to visit the Property unattended without the Seller's consent, resulting in mud on the carpets. I considered their handling of her complaint to be particularly poor as they failed to send the Seller a final viewpoint letter or a copy of their complaints procedure explaining how she could pursue her complaint further until almost a month after issuing legal proceedings, and only did so then when these were specifically requested by the Seller. They also repeatedly tried to deal with the matter by telephone although the Seller had told them she could not take personal calls in working hours. Finally, I was particularly concerned to find that the Agent failed to inform the Court that the Seller had paid their commission fee in full three weeks before the hearing. She was therefore required to attend the hearing unnecessarily and had to take time off work to do so. The Court struck out the claim and awarded her costs of £30, which the Agent failed to pay.

Outcome

I agreed that (apart from attending the hearing) the Seller had not been financially disadvantaged and I therefore considered her request for the return of the entire commission fee disproportionate. However, I made an award of £380 to compensate the Complainant for her Court costs and for the aggravation, distress and inconvenience that the Agent's shortcomings had caused her. I also directed the Agent to apologise in writing.

Learning

It is never advisable to allow a buyer access to a property to undertake works prior to completion occurring. If such access is requested, in accordance with Paragraph 8g of the TPO Code of Practice, the full reason for the buyer's visit must be ascertained and the seller's express written permission sought. Regardless of whether contracts have been exchanged, unless completion has occurred there is always a risk that the transaction may not complete.

Buying agent fees

Complaint

In this case, the potential Buyer argued that the Buying Agent she had instructed, charged her an excessive abortive fee when she withdrew an offer for a property on the same day it had been made and accepted by the Seller. The Agent maintained their entitlement to charge the fee, given that it was detailed in the terms and conditions of their agreement.

Investigation

The Buyer explained that she made her offer on the morning and was notified that afternoon by her Agent that her offer had been accepted by the Seller. However, she then had second thoughts regarding the location of the property and its desirability as a buy-to-let investment, and withdrew her offer at approximately 5.30pm the same day. Subsequently the Agent issued an invoice for an abortive fee of £2,625 (plus VAT) which she considered to be excessive given the timescale of her withdrawal, and the fact that it was her who had provided the details of the property to the Agent. I noted that the Agent later agreed to reduce that fee, and that an agreed payment of £2,000 (incl. VAT) was made by the Buyer. The payment, however, was made on a without prejudice basis. In determining whether a fee was payable, I had regard to what was fair and reasonable in the circumstances of this case. The Buyer had expressed

an interest in the property having identified it through her own research and had withdrawn her offer on the same day it was made and accepted by the Seller. The work carried out by the Agent in that day was understandably minimal, and in the case of them contacting a solicitor and surveyor on the Buyer's behalf, was unnecessary (the Buyer had her own solicitor and the Agent was aware of this) and without instruction. Furthermore, the terms of business referred to the abortive fee being payable upon a 'failed exchange', which indicated that the intention was for such a fee entitlement to arise only in circumstances in which a proposed purchase was well progressed, but failed to proceed to exchange of contracts due to the withdrawal of the proposed buyer, where that withdrawal had not been necessitated by problems with the property in question.

Outcome

I considered the fee to apply only when a proposed purchase was well progressed; such circumstances largely being reliant upon a notable degree of work having been done in preparation for the proposed transaction. This had not occurred in this case, therefore, I did not consider it fair or reasonable for such a fee to be charged in the specific circumstances. Accordingly, I upheld this complaint, and directed the Agent to refund the Buyer the sum of £2,000 (incl. VAT).

Learning

The TPO Code of Practice for Buying Agents (Paragraph 31) requires termination (or abortive) fees to be stated clearly and their purpose explained. Using ambiguous terms such as 'failed exchange' will cause consumer confusion as to precisely when a fee is likely to become due. Such terms should be set out clearly to ensure the consumer is fully aware of their liabilities.

Sale by tender 1

Complaint

The Buyer accused the Agent of claiming payment of a fee for which there was no written or verbal agreement. She explained that she had made a bid by tender for the property, and that the form she completed explained that an introduction fee of 2% (plus VAT) of the sale price would be payable by her to the Agent. However, the Buyer contended that the terms of the 'Sale by Informal Tender Bid Form' (the Form) made it clear that the fee would only be payable in the event that her tender bid was accepted which, in this case, it was not (the Seller rejected that offer but had accepted a subsequent higher offer from her which had not been made through the Agent). The Agent stated that an introduction fee was due to them in accordance with the terms of the Form which explained that the fee would be payable by the Buyer in the event that she purchased the property.

Investigation

It was my view that the Form completed by the Buyer entitled the Agent to claim an introduction fee only in respect of a sale arising, at any time, as a result of the acceptance of the tender bid that was made by the Buyer during the sale by informal tender process. The Buyer's successful offer for the property was not

made via the tender process, but rather was made in the ordinary way over the telephone after the tender bid process had ended. It followed that I did not consider that the Agent could rely on the Form completed in relation to the Buyer's tender bid to claim an introduction fee in the sale that arose following the Seller's acceptance of her separate, later and higher offer that was made outside of the tender bid process.

Outcome

In order to ensure their entitlement to an introduction fee it was my view that the Agent ought to have required the Buyer to complete a tender bid form for each of the offers that she made, or ought to have otherwise sought the Buyer's written agreement to such a fee. The Agent did not do so, nor did they seek to reach an agreement with the Seller regarding the payment of their introduction fee when it was brought to their attention prior to exchange of contracts by the Buyer's solicitor that she was intending to dispute their fee entitlement. Neither the Buyer nor the Seller could be held accountable for the Agent's oversight in this regard; this was a matter for which only the Agent could be held accountable. I, therefore, directed the Agent to withdraw their introduction fee invoice when making my decision.

Learning

As a result of the increased use of 'Sale by Tender/Buyer Pays Fee' process, I have issued detailed Guidance to assist in promoting transparency and consistency of practice, allowing both buyers and sellers to make an informed decision. The **Guidance** can be accessed [here](#).



The Seller was surprised to be issued with an invoice at the point of exchange of contracts, given that he had instructed the Agent on a 'sale by tender' / 'buyer pays fee' basis.



Sale by tender 2

Complaint

The Seller was surprised to be issued with an invoice at the point of exchange of contracts, given that he had instructed the Agent on a 'sale by tender' / 'buyer pays fee' basis. The Agent responded highlighting the terms and conditions of the agency agreement, whereby the Seller would be liable for their fee in the event that the Buyer did not pay the same.

Investigation

I observed that upon making her final offer which was accepted by the Seller, the Buyer had been presented with the Agent's 'sale by tender' terms and had crossed out the liability to pay the Agent's commission fee. The Agent had received the document and had passed on the Buyer's offer but provided no contemporaneous records to demonstrate that they also informed the Seller of the Buyer's refusal to pay their fee. I also observed that the agency agreement provided for the Agent's fee to be paid by the Seller in the event that the fee could not be reclaimed from the successful buyer, but that the Agent had reduced this by 50% in an attempt to resolve the matter.

Outcome

Whilst I did not consider it unreasonable for the Agent to seek to claim their commission fee from the Seller in the circumstances where the Buyer refused to pay, I did not consider it acceptable for the Agent not to have informed the Seller of this at the point the offer was received. Clearly the matter of the Agent's fee should have been presented together with the Buyer's offer to enable the Seller to have made a fully considered decision. I noted that the Buyer's offer was significantly higher than any other offer received for the property, even when taking into account the Agent's fee. Given these circumstances, I was not persuaded that even if the Agent had informed the Seller that he was liable for their fee at the point of offer, he would not have accepted the offer. I, therefore, considered the Agent's goodwill gesture to reduce their fee by 50% to be reasonable in the circumstances.

Learning

Regardless of whether an offer is received via the 'sale by tender' process or in the normal manner, any conditions attached to that offer must be accurately and clearly communicated to the seller to enable them to make an informed decision. TPO's 'Sale by Tender/Buyer Pays Fee' **Guidance** reflects the requirements of the TPO Code of Practice for Estate Agents, emphasising transparency and agents' duty of care.



Cancellation of contracts

Complaint

The Sellers instructed the Agent on a sole agency basis for an initial 20 week period during which they received little interest in their property. At the end of the period they approached the Agent explaining that they wished to end the agreement. The Agent responded by stating that they were confident that they could sell the property and were waiting for a specific buyer to contact them who they considered would be very interested. Following negotiations between the two parties it was agreed that the agency agreement would be terminated to be replaced with a specific one-off viewing agreement. Several days later the Agent arranged and conducted the viewing for what turned out to be the eventual Buyer. However, the day after the viewing the Sellers terminated the agreement within the 14 day 'cooling off' period and subsequently argued that no commission fee was due shortly after the Agent issued their invoice following completion.

Investigation

With respect to the first agency agreement, I agreed with the Sellers' understanding that the Agent had confirmed and accepted their notice to terminate the agreement. I, therefore, did not consider that the Agent was due a fee under that agreement. However, I did not

consider that this had any impact upon the contractual and understood entitlement to a commission fee for the introduction of the Buyer under the provisions of the subsequent viewing agreement. I noted that the agreement provided for the viewing of the property by the Buyer, which had taken place, following which an offer was relayed to the Sellers which they had accepted, leading to property being sold to the Buyer. I also observed that, following the termination of the second agreement, the Agent had written to the Sellers explaining that they would still be due a fee if the Buyer went on to purchase the property. I, therefore, concluded that the Agent's fee was due in accordance with the introduction.

Outcome

I was not persuaded that the Sellers' legal rights had been impeded in the immediate execution of the Agent's service as the agreement was unambiguously intended to provide for a one off viewing and that viewing led to a successful sale. Accordingly, whilst I acknowledged that the Sellers had cancelled the contract well within the 14 day cancellation period, I considered that the Agent had provided the service as recorded in the contract and therefore was due the agreed fee.

Learning

Paragraph 5l of the TPO Code of Practice requires all agents to advise clients of their cancellation rights where the agreement is not signed in their offices. The agreement should set out the service to be provided and if the agent can prove that the service was provided in full prior to the agreement being cancelled, then it is likely that I will uphold an agent's right to claim a commission fee. However, a vital element to such a claim is for an agent to demonstrate that they have acted in accordance with Paragraph 5r of the TPO Code of Practice by confirming in writing any ongoing fee liability a client faces or may face after termination of an agreement.

No hidden fees?

Complaint

The Sellers instructed the Agent via the Agents website and subsequently received written terms and conditions which they agreed to via email. Shortly after marketing began, a number of viewings took place which resulted in an offer significantly higher than the asking price which the Sellers accepted. However, they were subsequently surprised to receive an invoice from the Agent which included an additional 'performance fee' based on a percentage of the difference between the asking price and the accepted offer. The Agent responded to the subsequent complaint by referring to the terms and conditions which set out the circumstances in which the 'performance fee' would be charged.

Investigation

I observed that, via the Agent's website, the Sellers had instructed them to market the property by paying only a marketing fee on a monthly basis. I also noted that the Agent's terms and conditions were emailed to the Sellers after this instruction was received. Shortly after the memorandum of sale was issued the Agent emailed the Sellers explaining that whilst their terms entitled them to charge a performance fee (which would have amounted to £2,000 in this case), they had never achieved such a significant offer over the asking price and were therefore willing to reduce the fee to

£400. The Sellers responded by stating that they had never agreed to pay such a fee in the first instance adding that they had instructed the Agent of the basis of the website's claim of 'no hidden fees'.

Outcome

In coming to a judgement on this complaint, whilst I acknowledged that the Sellers had agreed to the Agent's terms of business (which included the 'performance fee'), I also agreed that the website clearly stated that there were no hidden fees and made no mention of the 'performance fee'. I pointed out the Agent was required to act in accordance with Paragraph 5h of the TPO Code of Practice to comply with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs). Accordingly, I concluded that, as the performance fee was not prominently stated or mentioned on the website alongside the other fees, the "no hidden fees" statement was misleading to consumers and a likely breach of the CPRs. I also noted that the 'performance fee' was not included in the 'fees and charges' section of the Agent's terms of business which, due to its positioning, was not in accordance with their obligation under Paragraph 5h of the TPO Code of Practice to clearly and unambiguously explain all of their fees in their Terms of Business. I, therefore, did not uphold the Agent's performance fee claim.

Learning

Put simply, all fees and charges must be clearly and unambiguously presented to a client to allow them to fully consider the same before committing themselves. Not only are 'hidden' or unexpected fees a breach of Paragraph 5h of the TPO Code of Practice, they are also likely to be considered a misleading omission under the CPRs. Agents must be aware that it is unlikely that the average consumer would read in detail the terms and conditions of an online application, therefore, the requirement for 'prominent' fees is heightened in such cases.

Mortgage arrears

Complaint

Experiencing difficulties in paying their mortgage, the Complainants (the Landlords and potential Sellers) approached the Agent's sales department with a view to marketing the property for sale whilst seeking to maintain the rental income. The Agent explained that they could continue to arrange short term lets to house staff of a large local employer whilst marketing the property for sale. The Complainants instructed the Agent's sales team on that basis, however, after a rental void period of nearly six months the property was repossessed. The Complainants subsequently complained about the Agent's advice and service.

Investigation

I noted that the Complainants had received and accepted an offer during a period that the property was tenanted but that the sale fell through a week before the tenancy ended. It was subsequently agreed with the Agent that their lettings department would secure a short term tenancy at the property whilst they continued to market it for sale. However, despite the Complainants' requests for a tenant to be secured, it appeared that the Agent concentrated solely on achieving a sale, believing an unoccupied house would sell quicker, whilst the property remained vacant for a significant period. This had financial implications

for the Complainants who consequently fell behind with their mortgage repayments with the property eventually being repossessed. I considered that, whilst the sales Agent might have discussed the matter of re-letting the property with the letting agent, it was apparent that ultimately, the sales Agent had overruled any potential action by the letting agent to re-let the property. It appeared that the sales Agent's sole objective was to achieve a sale and, therefore, they repeatedly provided the Complainants with unsubstantiated assurances that offers from interested parties were imminent, or that a quick sale would be secured, and consequently neglected their instructions to re-let the property.

Outcome

I was extremely critical of the sales Agent for clearly ignoring the Complainants' instructions and for providing advice which their particularly poor record keeping could not substantiate. Whilst I could not conclude that the Agent was directly responsible for the property being repossessed, I did consider that their actions had resulted in the Complainants losing rental income (given the assurances of short-term lets they previously provided) and suffering a significant level of distress, aggravation and inconvenience. I supported the complaint and made an award of £2,788.60, which included elements of financial loss in respect of lost rent.

Learning

It is simply not acceptable to ignore a client's instructions and pursue a different course of action without first obtaining the client's permission to do so. In this case, it was clear that the sales Agent considered that a property occupied by short-term tenants would have detracted from its ability to attract buyers. However, rather than discussing this with their clients, the Agent proceeded to overrule the letting agent and, in doing so, neglected their duty of care to the Complainants and their obligation to treat them fair and reasonably.

Vehicular access

Complaint

The Buyers explained that they purchased the property primarily because it offered rear vehicular access to two neighbouring properties which they already owned but were without parking facilities. They asserted that the Agent was aware of this and pointed out that the property was advertised with vehicular access to the rear. However, the Buyers explained that having completed the purchase they were advised by the owner of a neighbouring property that the land over which they would have to cross to access the rear of the property belonged to her and that they did not have a right of way over that land. The Agent argued that prior to marketing the property the Seller confirmed that there were no restrictions affecting the property and approved the sales particulars which described the property as benefiting from rear vehicular access through double gates leading to a garage.

Investigation

Under Paragraph 7i of the TPO Code of Practice, the Agent was obligated to act in accordance with the CPRs, by disclosing material information of which they were aware (regarding the property) in a timely manner, and by taking all reasonable steps to ensure that statements made about the property were

accurate and not misleading. To this end, I noted that the Seller had authorised the sales particulars as accurate and that he had further confirmed with the Agent that there were no restrictions affecting the property and that it was to be sold with access to the rear for which there was a right of way. In addition, I noted from the photographs that there were double gates to the rear of the property to allow vehicular access to parking in the property's garden. Nothing in those photographs suggested that access was restricted and the appearance was that access had been gained across the land by the previous residents of the property for the purpose of parking.

Outcome

I appreciated that the Buyers considered that the Agent ought to have obtained documentary evidence of the right of way allowing for rear access to the property before marketing commenced. However, as Agents they did not have ready access to the property's title documentation and I would not have expected them to have requested such documentation unless they were put on notice that information they were provided by the Seller was inaccurate. I found no evidence to suggest that the Agent should have been aware of the problem and therefore did not support the complaint.

Learning

Where there is an aspect of a property which raises any doubt, this should not be included in any sales particulars until such times as reasonable and documented steps have been taken to resolve that doubt. In this case, without sight of the title deeds, seeking the Seller's confirmation of the vehicular access coupled with photographs documenting its previous use constituted reasonable steps in accordance with Paragraph 7i of the TPO Code of Practice.

Case Studies

in brief

Remnants of a previous let

In this case, the Buyer alleged that the Agent had misrepresented the property and had not disclosed a material fact during their marketing. The basis of the Buyer's argument concerning misrepresentation revolved around the sales particulars referring to the fixtures and fittings as being 'sold as seen' but that when the Buyer had moved in to the property, two particular items (a rug referred to as a 'carpet square' and a mirror) had been removed. I was satisfied that the sales particulars had been provided in good faith and, irrespective of what they did or did not contain, it was not the Agent who had removed the items from the property, adding that it was for the conveyancing process to negotiate, finalise and agree what was to be included in the sale. Regarding the non-disclosure of the material fact, the Buyer stated that she had not been informed that the property had been previously let. I noted that the property was empty at the time of the market appraisal and, therefore, did not consider it reasonable for the Agent to be aware of the nature of its past occupants. Moreover, I was not prepared to base a decision on speculation that, had the Buyer become aware of the property being previously let she would have made a lower offer, that being the speculative financial loss she was seeking to claim. Overall, I did not support the complaint.

One-off viewing

In this case, the Sellers argued that the Agent they had instructed to conduct a one-off viewing was claiming a commission fee to which they were not reasonably entitled. I found that the Agent had conducted a viewing at the property with an interested party, but that the Sellers had gone on to sell the property to a housing developer under a part-exchange agreement. The developer subsequently sold the property to the party that had viewed through the Agent, but I advised the Agent that any liability the Sellers may have had to pay them a commission fee had ceased upon the sale of the property to the developer. I pointed out that this ought to have been apparent to the Agent and criticised them for acting in an unfair and intimidatory manner in pursuing a fee. Consequently, I supported the complaint, directing the Agent to withdraw their claim for a fee, and making a further award of £200 in compensation.



Thank you for your email. I accept the decision and we take on board the comments raised in the case review...

These situations can be somewhat upsetting for all involved and it is comforting that we can rely on The Property Ombudsman for assistance and guidance

Ms B, Estate Agent



Forged signature

The Sellers complained that the Agent had forged one of their signatures on the agency agreement and that there had been a lack of clarity regarding the commission fee payable under the terms of that agreement. The Agent accepted that this had been the case and agreed to charge the lower, percentage based, fee that the Sellers had understood to be due, discounted by a further £650 to take into account their member of staff's actions in falsifying a signature on the agreement. I advised the Agent that their actions with regards to the falsification of a signature on the agency agreement had been wholly unacceptable, and I further criticised the Agent for failing to clearly explain their commission fee entitlement as required under Paragraphs 5h and 5i of the TPO Code of Practice. I recognised, however, that it was not in dispute that the Agent had been instructed to market the property for sale by the Sellers and that such a sale had been achieved. Accordingly, I upheld the Agent's contractual entitlement to a commission fee and reinstated the Agent's offer to reduce that fee by £650 when making my award. The Agent promptly issued an amended invoice and terminated the employment of the member of staff responsible for the false signature on the agency agreement.



Other Jurisdictions

Commentary and Statistics

My jurisdiction also extends to the resolution of disputes relating to buying agents, property buying companies, personal search organisations (members of the **Property Codes Compliance Board**), residential leasehold management agents, international agents (members of the Association of International Property Professionals), chattel auctions and commercial property agents.

This year has once again seen an increase in membership relating to these areas of my jurisdiction. The National Association of Property Buyers (**NAPB**) appointed TPO to produce a Code of Practice and provide the Ombudsman scheme for the association's members. **The Association of International Property Professionals** approved TPO as its Ombudsman scheme, opening the door for international disputes to be resolved and TPO's Code for Buying Agents came into force on 1 January 2014, acknowledging the specialist service those agents provide.

Enquiries	2013	2014	Change
Residential Leasehold Management	614	700	+85 10%
Commercial ¹	235	200	
Property Codes Compliance Board	18	20	
International	0	19	
Auctions (Chattels) ²	13	6	
Property Buying Agents ³	0	12	
Property Buying Companies	0	8	
TOTAL	880	965	

Cases Received	2013	2014	Change
Residential Leasehold Management	17	35	+38 86%
Commercial	24	24	
Property Codes Compliance Board	2	12	
International	0	7	
Auctions (Chattels)	1	1	
Property Buying Agents	0	3	
Property Buying Companies	0	0	
TOTAL	44	82	

Mediated Resolutions	2013	2014	Change
Residential Leasehold Management	2	11	+26 433%
Commercial	4	11	
Property Codes Compliance Board	0	6	
International	0	3	
Auctions (Chattels)	0	0	
Property Buying Agents	0	1	
Property Buying Companies	0	0	
TOTAL	6	32	

¹ Includes commercial sales and lettings

² Property auction figures are included within the Sales statistics

³ Included in sales statistics in previous reports

The increased membership levels once again underline the growing awareness amongst these agents of the positive benefits that independent redress brings to both their consumers and their businesses. More consumers are becoming aware of their free route to redress, which saves them and their agents time and potentially expensive legal costs.

It was interesting to note the nature of the enquiries relating to agents dealing in international property. These cases range from simple matters such as developer installing a shower instead of a bath to

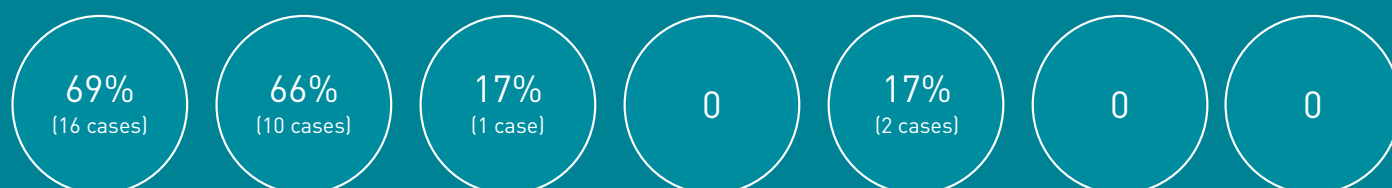
complicated investment transactions, involving multiple consumers and/or multiple properties. Case studies of the varied issues presented to TPO will be published following completion of the formal review process.

The case studies which are included in this section of the report provide a mixture of mediated resolutions or resolution through formal review. They cover property searches, the commercial purchase of agricultural land, chattels auctions and a residential leasehold management dispute. A case study relating to buying agents can be found in the Sales section.

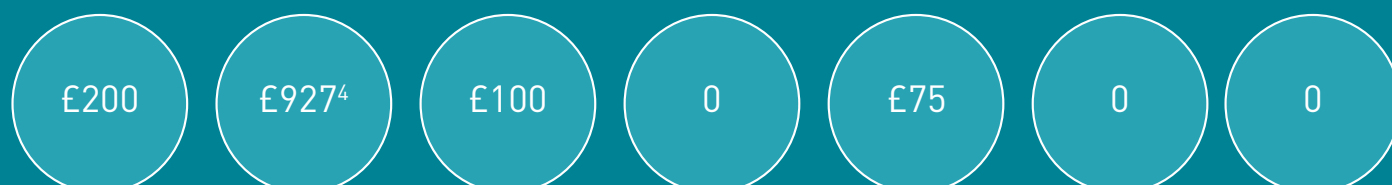
Formal Reviews & Awards



Complaint Supported



Average Award



+29 / 123%
Change

⁴ Average award up due to two large award cases.

Other Jurisdictions

Case Studies

'Water, water...nowhere'

Property Codes
Compliance Board

Following the Buyers withdrawing from the purchase, the Sellers complained to the Buyers' search provider about a flood risk report provided to the Buyers. The report showed that the property was at 'high risk' of flooding and the Sellers attributed the Buyers' withdrawal to its content, which they considered to be inaccurate. The Sellers paid for another report from an independent professional which contradicted the findings of the search provider's report and, as a result, were seeking compensation for their abortive solicitors' fees. The search provider had made a goodwill offer to cover the Sellers' costs for the second report which the Sellers had rejected. My Assessment and Resolution (ARO) Team considered the case and noted a number of other issues with the property which the Buyers had discovered during the course of the transaction, yet also observed that they had not given a specific reason for withdrawing. As a result the ARO Team explained to the Sellers that it would be unlikely that the Ombudsman would award them their solicitors' costs if a full review was undertaken, as it was apparent that the Buyers could have pulled out for a number of reasons. The Sellers subsequently chose to accept the search provider's goodwill offer in full and final settlement of the dispute.

Unsatisfactory services

Residential Leasehold
Management

In this case, the Complainants (the Leaseholders and Residents) raised concerns about the Agent appointed by the Freeholder to manage the premises. The Complainants complained that the Agent's service had not met their expectations following receipt of the annual service charge statement and the request for payment of the service charge. Specifically they complained of anomalies in the Agent's accounts, which I supported to the extent that the Agent had acknowledged and rectified their mistakes in paying duplicate invoices and overpaying a third party contractor for window cleaning. The Complainants also raised a number of concerns about the unsatisfactory service received from third party contractors appointed by the Freeholder to undertake routine cleaning and re-decorate communal areas and asserted that the Agent had paid for these services despite the Complainants informing them of their dissatisfaction. I found that the Agent's communication with the Complainants had fallen short of what was expected when they requested a detailed explanation of the invoices paid in respect of services and the corresponding service charge levied. Indeed, throughout the transaction the Agent failed to demonstrate that they responded to the Complainants' concerns in a timely manner by way of notifying the Freeholder of the unsatisfactory service provided by the contractors appointed by them. I was critical of the Agent for their admitted mistakes in paying duplicate invoices and overpaying a third party contractor for window cleaning, which they had subsequently corrected. Overall, I made an award of £300 for aggravation, distress and inconvenience for their communication shortcomings.

Not quite as far as the eye can see

Commercial

The Buyers submitted an offer to purchase what was described as approximately 34 acres of farming land consisting of meadow and pasture, however, after completion they discovered that the plot was in fact only about 25 acres in size. The Buyers complained that the Agent failed to exercise due diligence by neglecting to verify the area of land for sale before advertising the same and sought £22,500 in compensation. I noted that the Agent did not dispute that they incorrectly described the acreage of land, but considered liability rested with the Seller as it was he who had provided them with the information. Whilst I noted the Agent's claim, they had a duty to ensure that the information they included in the property particulars was accurate and not misleading under the TPO Code of Practice and the Business Protection from Misleading Marketing Regulations 2008. In the circumstances, I was satisfied that, even though the Buyers had viewed and walked around the land in question, the property particulars were the document on which they had calculated their offer to purchase

the land, having valued it on a per acreage basis. The Buyers were understandably surprised and annoyed to discover that the land they purchased was nearly a third less than as advertised and I supported the complaint in so far as the Agent had played a part in misdescribing the acreage and not carrying out appropriate checks or any action to verify the information provided. I also recognised the roles of the Seller and the Buyers, acting through their conveyancers, in misdescribing and not checking the area of land. Indeed, despite the Buyers being nearby farmers who had walked around the land having been asked to check the extent, or at least boundaries, of the land by their conveyancers in order for them to claim a subsidy based on acreage, it seemed that no-one involved in the process thought to verify or check the size of the land as described by the Seller. I recognised the Agent's role in misdescribing the land and made an award of £4,500, which equated to approximately 20% of the loss claimed.

Unreservedly low Auction case 1

The Complainants instructed the Agent to place 14 items of antique furniture for auction. Nine of the 14 items were sold at the first auction above the reserve prices set, with one further item sold above the reduced reserve at the second auction. The four remaining items sold for considerably less than their previously set reserves at the third auction. The Complainants were unhappy with the service provided by the Agent and felt they lost the opportunity to sell the four items at a higher price. I was satisfied that overall the Agent had provided reasonable estimated valuations initially and that the subsequent reserve prices set also appeared reasonable. (This was supported by nine of the 14 items being sold at the first auction for a price which the Complainants were happy with). I was also satisfied that the Agent made reasonable attempts to achieve the sale of the final four items and I recognised that the Agent should not be responsible for the sale prices achieved, as ultimately this came down to what bidders were prepared to pay for those items on the day. I was not persuaded that the Agent should compensate the Complainants for the difference between the low sale prices achieved for the four items at the third auction and what they believed to be unaccepted offers made at the first auction (the offers had not been verified and appeared to be below the reserve prices set). However, I accepted that the Agent's communications with the Complainants throughout could have been clearer, particularly prior to the items being placed in the third auction at which they were eventually sold. In the circumstances, I understood why the Complainants had come to the conclusion that they lost an opportunity to sell these items at a better price, although I was not persuaded this was actually the case. In supporting the complaint I made an award of £50 for communication short comings.

The case of the missing dinner plate Auction case 2

In this case, the Complainant (the Seller) instructed the Agent to sell a number of items of dinnerware, glassware and furniture at auction. The Complainant was disappointed with the manner in which the items had been sold, the prices achieved and with the Agent's communication. I found that there had been a lack of clarity regarding the manner in which the Agent intended to sell the items and that the Agent had failed to manage the Complainant's expectations with regards to the likely price that would be achieved when her items were sold. I also found that the Agent had failed to maintain a comprehensive record of those items that had been provided to them for sale by the Complainant and that this had allowed a dispute to arise over a specific dinner plate which later appeared to have been lost. I supported the complaint to that extent and made an award of £100.



TPO Governance and Accounts

64 The Council

66 The Disciplinary and Standards Committee (DSC)

68 Independent Reviewer's Report for 2014

70 Report from the Board of The Property Ombudsman Limited

74 Financial Report of The Property Ombudsman Limited

76 TPO Survey Report

79 TPO Staff List

Council Members



1. Lord Richard Best OBE

Lord Best is Chairman of the TPO Council since April 2009. He is President of the Local Government Association; Chairman of the House of Lords Select Committee on Communication; 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 Parliamentary 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 (HAPPI); Chaired the Commission on the Future of Housing in Northern Ireland; Chaired the CLG/LGA Housing Commission; Patron of the Housing Association Charitable Trust; He has previously acted as Chief Executive of the Joseph Rowntree Foundation, as Chief Executive of the Joseph Rowntree Housing Trust and as Chair of Hanover Housing Association (2006-2014).

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 the Chairman 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 Vice Chairman of the Myton Hospices Group. He serves as a Warden (Director) of the Birmingham Assay Office. He has previously served as a Director of the National Consumer Council and the Banking Code Standards Board, as Chair of the Steering Board of the National Measurement Office 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. Victor Olowe

Victor Olowe is a leadership consultant at Winzest Consulting, specialising in treating customers fairly and profitably. Prior to this role, he was Chief Executive of the Council for Licensed Conveyancers for five years. He is currently non-executive director for the Consumer Codes Approved Board established by the Trading Standards Institute. He is also a lay non-executive member of the Law Society's Accreditation Appeal Panel and the Professional Conduct Committee of the Bar Standards Board and a Governor at Morley College. Previous roles include being Head of Practice Standards at the Law Society/Solicitors Regulation Authority, Quality Manager with Pictons Solicitors and Liaison Manager at the former Legal Aid Board, now Legal Aid Agency. Victor also serves as a member of the TPO Disciplinary and Standards Committee.

5. 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.

6. Vivienne Sugar

Vivienne Sugar is a Fellow of the Chartered Institute of Housing. She is Chair of The Bevan Foundation, a registered charity who carry out research into poverty and injustice and is a former Chair of Consumer Focus Wales. 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) and has a particular interest in housing and regeneration. She works part time as Director of her own management consultancy firm.

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

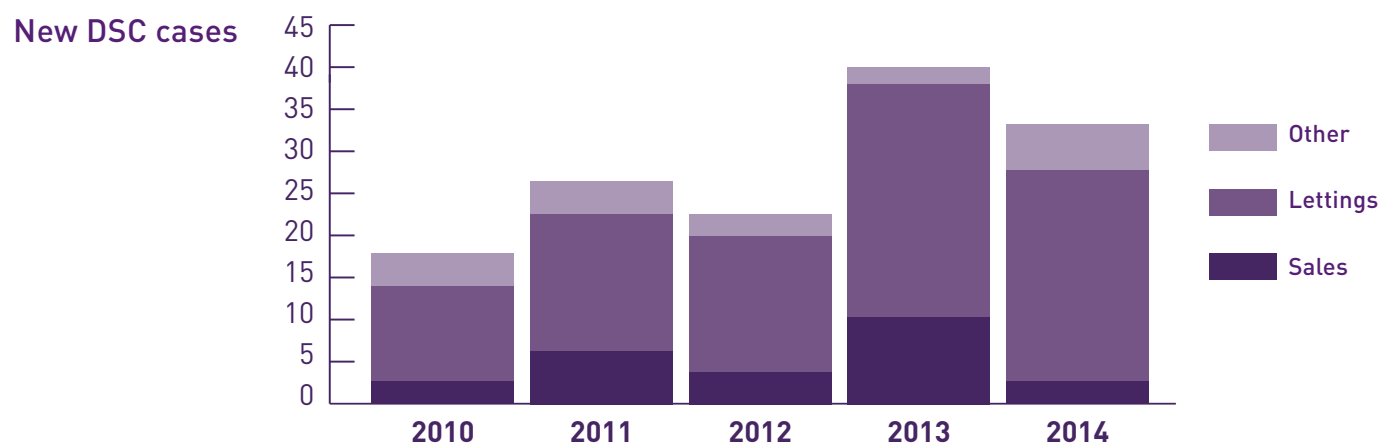
Gerry Fitzjohn is the Vice Chairman of The Property Ombudsman (TPO) Ltd having been appointed in 2010. He was appointed to an executive role in 2012 and has served on the TPO Board since 2000. Gerry Fitzjohn was previously a Director of Countrywide plc and has been involved in estate agency for 41 years. 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 and General Group where he was instrumental in setting up Legal and General Franchising Ltd. Martin and Co plc purchased the Legal and General Franchising Group in November 2014 and Michael is now the Group Managing Director for the new combined group. 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

The Disciplinary and Standards Committee (DSC)



Cases

	Sales	Lettings	Leasehold	Compliance	Total
Brought forward from 2013	1	5	0	2	8
New in 2014	2	25	1	3	31
Cases worked on in 2014	3	30	1	5	39
Settled/awards/fines paid	1	10	1	3	15
Expelled (or left or closed)	1	14	0	2	17
Cases completed in 2014	2	24	1	5	32
Carried forward	1	6	0	0	7

Agents

	Sales	Lettings	Leasehold	Compliance	Total
Brought forward from 2013	1	5	0	2	8
New in 2014	2	21	1	3	27
Cases worked on in 2014	3	26	1	5	35
Settled/awards/fines paid	1	10	1	3	15
Expelled (or left or closed)	1	10	0	2	13
Cases completed in 2014	2	20	1	5	28
Carried forward	1	6	0	0	7

The Role and Membership of the DSC

The DSC consists of three Council members and mainly deals with disciplinary issues about individual agencies. Current members are April Stroud, Victor Olowe and Hilary Bainbridge. Most cases arise from a referral by the Ombudsman because of failure to pay an award and other significant breaches of the TPO Codes of Practice. Other cases are referred by membership staff because of serious compliance issues.

DSC work in 2014

Although the number of new cases has fallen from last year's peak, it remains significantly higher than before but still very small in comparison to the number of member agents. Several factors – not just the behaviour of agents – affect the figures. Those include the increase in the number of TPO members (particularly letting agents) and in complaints to the Ombudsman: but also, for example, our ability to pick up cases where media reports suggest possible failures by a member.

Ombudsman referrals

As previously, very few cases related to sales. (The higher sales figure for 2013 was largely caused by several cases involving one agent.) The lettings figure was very similar to last year. In 44% (12 out of 27) of cases completed the award was paid and any other necessary action was taken, after DSC was involved. No disciplinary sanction was then applied. In most of the other 15 cases the business was no longer trading by the time DSC considered matters, so sadly there was little chance that things would be resolved satisfactorily. In all those cases the business was either expelled, or excluded from future TPO membership (if it had already left).

Compliance cases

Five completed cases arose from reports in the media about a member. Such cases often involve very serious issues. In two of those cases the agent was expelled. In another two the agents were fined and given a formal warning. In the fifth a director with a fraud conviction ceased any involvement with the business, thus resolving DSC's concern. Although the power to fine agents has always been available, we used that for the first time this year, and it may be used again in future in appropriate cases.

Policy and procedures – registration and publicity

DSC has also been active in updating its terms of reference and procedures, reviewing its approach to existing issues and considering how best to deal with new ones. Two deserve particular mention. With so few sales cases, and so many agents referred to DSC already being out of business, the sort of case has not yet arisen where expulsion from compulsory registration for sales redress (as well as from voluntary TPO membership) was appropriate. However we see many more serious lettings cases. With the introduction of compulsory registration with a lettings redress scheme, it is likely that cases will arise before long

where expulsion even from that might be appropriate. We have been working on our detailed approach to that.

We have also been working on improving our approach to publicity about agents subject to sanctions. Various issues meant that in 2014 we did not publicise as many such cases as we would have liked: so only one such press release was issued. But we have been improving procedures, and the scope for publicity has now been widened – from only cases where agents ceased to be members following breaches of their responsibilities, so that it now also covers cases where agents are fined or issued with a formal warning. Agents need to be aware that, in future, information about any sanctions following serious failures is more likely to be made public.



Hilary Bainbridge
DSC Chairman

Secretary to the DSC:
Kathryn Blanchard

Independent Reviewer's Report for 2014

This represents my first report as Independent Reviewer, having been appointed in April 2014.

The Role of the Independent Reviewer

I represent the last stage in TPO's service complaints procedure. The service complaints procedure has three stages. First the complaint is considered by the Ombudsman, second it goes to the Chairman of the Property Ombudsman Council and then finally, if necessary, to me. I act completely independently of TPO and once I have completed my investigation and made a decision there is no further right of appeal.

Under my terms of reference my remit is to investigate complaints about TPO's service. It specifically excludes looking at complaints about TPO's decisions. And so, I can consider complaints about the conduct of staff, delays or the way a case has been handled but not the decision TPO made on the case.

If I uphold a service complaint I may recommend to the Property Ombudsman that an appropriate remedy be provided. That could include an apology and/or that appropriate compensation is paid for damage, distress or inconvenience caused by the shortfall in the level of service given.

2014 Workload

There were a total of 22 service complaints during the year (28 in 2013), six of which progressed to the Chairman of the Property Ombudsman Council; three of these were referred to me for consideration.

All three complaints were brought by consumers rather than agents. One case involved a landlord dispute with an agent about information provided to a deposit protection scheme, another involved a landlord dispute with an agent over costs incurred as a result of the cancellation of a proposed tenancy and another

involved a dispute between a seller and an agent about commission. All the complaints I considered related in part to TPO's decision as well as the service that had been provided. In all cases the dissatisfaction with TPO's decision was at the heart of the complainant's dissatisfaction with TPO.

I found some shortfall in the level of service provided by TPO in two cases. In one case I found that TPO had not provided all the relevant documentation to the complainant at the provisional review stage. I recommended that the Property Ombudsman write to the complainant to apologise for this oversight, which he did.

In another case I felt that TPO could have provided a clearer explanation for their decision not to award a payment equivalent to the complainant's claimed costs and the Property Ombudsman provided a further explanation to the complainant.

Conclusion

The majority of complaints are resolved at the first two stages of the complaints process and do not come to me. I have seen that the responses given at the first and second stage of the complaints process appropriately signpost to the next stage and so the fact that only three complaints have come to me suggests that the complaints process is operating as it should. That accords with what I have seen in the complaints that have come to me. While I have not upheld the full decision made in two of the three cases I have seen, overall the decisions and explanations provided at the first two stages of the complaints process are appropriate.

Audit Work

My role here is to examine a sample of enquiries, mediation and review cases issued by TPO to check that the decisions are made in accordance with the TPO's Terms of Reference and that service response-time targets are being met.

I turn first to the enquiry cases that I reviewed. While the records of the telephone enquiries vary in length they contain sufficient information to satisfy me that appropriate decisions, information and advice were given in response to the enquiries I reviewed. I was particularly pleased to see evidence of TPO staff providing advice and support to enquirers on the telephone who had complaints about agents or issues not within the TPO's jurisdiction. Some of these callers were clearly quite distressed during these calls.

I am also pleased that I found no cases in the sample of mediation cases where TPO acted outside of their Terms of Reference. In terms of the mediation cases I reviewed, a significant proportion of them explained why TPO would not uphold the complaint if it went to review. On the whole I saw very little difference between those decision letters and the level of explanation given in the review cases that I looked at. They appropriately referred to the code of practice and explained the basis for the decision.

In terms of the review cases I looked at again I am pleased that I saw no cases where TPO acted outside of their Terms of Reference and that appropriate explanations, with reference to the code of practice and other legislation were given. However, it is in this area where I found evidence of service response-times not being met and performance in this area seems to have got progressively worse during 2014. 75% (6 out of 8)

of the review cases I looked at that were closed in the last quarter of the business year were closed outside the service standard and four of those took over two months longer than the target. This is due to the increase in demand for TPO's services during this year.

Whilst waiting for a review I saw that TPO generally provided the complainant with an explanation at the outset quoting the service target of 16-18 weeks and when they could expect a response. A further update was sent at the time that response was due and offered apologies for the delay. Another update was sent when the complaint was allocated for review. And so, complainants are generally updated about the status of their case although the gap between the first and second update was between 16 to 18 weeks.

To conclude, apart from the delays in allocating cases for review (that are already known about) I have seen no other evidence of service response times being missed or TPO acting outside of their Terms of Reference in the sample of cases I have seen.



Claire Evans
Independent Reviewer

Report from the Board of The Property Ombudsman Limited

2014 was notable for two important reasons, firstly a substantial increase in membership and secondly, approval of the TPO Codes for Sales and Lettings by the Trading Standards Institute's Consumer Codes Approval Scheme was received.

The Board, the Council and the Ombudsman

It is vital to the Scheme that the independence of the Ombudsman is maintained and that complaints from consumers are dealt with independently and at no cost to them. The costs must therefore be borne by the scheme members who have a contract with The Property Ombudsman Limited.

The Ombudsman's independence is achieved through a Council which, with its majority of independent members, directs the Ombudsman, requiring him to report on a regular basis.

The Property Ombudsman Limited is a company limited by Guarantee and its directors are drawn from the industry and professional bodies. In addition the Chairman of the Board and Vice Chairman are Board members. It is responsible for company matters including the contract with the scheme members, membership, compliance and company accounting functions.

Redress Scheme for Residential Lettings

The TPO Board and Council continued to press government to require all residential letting agents to join a redress scheme and as reported last year, the **Enterprise and Regulatory Reform Act 2013** has provided the mechanism for this legislation. Since 1 October 2014 all letting and management agents in England are required to be members of an approved redress scheme. The TPO redress scheme is an approved scheme within the terms of the Act and has a majority of UK agents as its members.

Membership

TPO continues to grow with the majority of residential Sales and Lettings offices operating in the UK in 2014 members of or registered with the Scheme. We estimate that the agents in membership represent over 95% of all sales offices and 85% of all Lettings offices.

I am pleased to report increases in branch numbers throughout the TPO portfolio which also include commercial agents, auctioneers, buying agents, international agents and managing agents of residential blocks.

The number of sales offices in membership has grown in 2014 with 1,677 more offices having joined giving a total of 13,820 offices.

The lettings office numbers grew by 2,012 during 2014 to give a total of 12,915 at the year end.

The role of the TPO Board is to:

1. Manage the business of the Company.
2. Raise sufficient funds from registered agents to administer the scheme.
3. Represent the registered agents.

The Property Ombudsman Codes Review

TPO's Sales and Lettings Codes

were reviewed and updated in 2014 to reflect changes in legislation; as a result of the amendments new codes were issued with effect from 1 August 2014. These codes are the benchmark for estate agents and letting agents and underpin TPO's position as the premier redress scheme.

TPO Scotland

Specific codes reflecting the different requirements for sales agents and letting agents operating in Scotland were prepared in conjunction with representatives of Scottish agents, consumer groups and a representative of the Scottish Government. In addition we have received Trading Standards Institute approval for these important codes, which incorporate Scottish legislation relating to the sale and letting of property in Scotland. The Codes became effective from 1 March 2015.

Financial Results

The company's 2014 income has increased as a result of the additional members and a small increase in fees. However our costs also increased due to the workload received by the office requiring additional staff to ensure that cases were properly resolved within a reasonable timescale.

I wish to thank the Ombudsman and his staff in all departments for their dedication and hard work during 2014 in view of the substantial increase in the number of cases that were resolved. I also thank those in Accounts, Compliance and Membership where the significant rise in the numbers of members has resulted in a heavy workload without additional staff.



Bill McClintock
Board Chairman

Board Members

The following directors have held office since 1 January 2014:

Mr Bill McClintock (Chairman)

Mr Gerry Fitzjohn (Vice Chairman)

Mr Simon Arnes, Connells

Mr Peter Fuller, Romans

Mr Dorian Gonsalves, Belvoir

Mr Jonathan Haward, County
Homesearch

Mr Ed Mead, Douglas and Gordon

Mr David Newnes, LSL Property
Services plc

Mr Michael Robson, Andrews

Mr Paul Smith, Spicerhaart

Mr Michael Stoop, Martin & Co

Mr Mark Alcroft, Countrywide

Mr Andrew Bulmer, RICS

Mr Mark Hayward, NFoPP

Secretary: Mr Stuart Tasker

Financial Report

of The Property Ombudsman Limited

Extract from the Accounts, The Property Ombudsman - A Company Limited by Guarantee

Profit and Loss Account for the year ended 31 December 2014

	2014	2013
	£	£
Turnover	2,708,187	2,347,600
Cost of sales	<u>(3,724)</u>	<u>(8,548)</u>
Gross profit	2,704,463	2,339,052
Administrative expenses	(2,790,691)	(2,444,982)
Other operating income	<u>-</u>	<u>236</u>
Operating loss	(86,228)	(105,694)
Investment income	37,630	-
Other interest receivable and similar income	<u>15,217</u>	<u>26,512</u>
Loss on ordinary activities before taxation	(33,381)	(79,182)
Tax on loss on ordinary activities	<u>(3,282)</u>	<u>(5,302)</u>
Loss for the year	<u>(36,663)</u>	<u>(84,484)</u>

Summary of accounts:

These summarised accounts may not contain sufficient information to allow for a full understanding of the financial affairs of the Company. For further information, the full accounts, including the unqualified auditor's report on those accounts and the Directors' Annual Report, should be consulted. Copies of these can be obtained from: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP.

Auditor's Statement

As Auditors to the Company we have reviewed the summarised accounts above and consider that they are consistent with the full accounts, on which we gave our unqualified opinion.

A K Coldwell (Senior Statutory Auditor) for and behalf of Moore Stephens (South) LLP

Date of approval of the full accounts 9 April 2015.

Balance Sheet at 31 December 2014

	2014	2013
	£	£
Fixed assets		
Tangible assets	138,217	169,293
Investments	<u>9</u>	<u>8</u>
	138,226	169,301
Current assets		
Stocks	13,828	13,828
Debtors	234,207	196,173
Investments	1,037,630	-
Cash at bank and in hand	<u>1,354,150</u>	<u>2,014,651</u>
	2,639,815	2,224,652
Creditors: amounts falling due within one year		
	<u>(1,484,742)</u>	<u>(1,063,991)</u>
Net current assets	<u>1,155,073</u>	<u>1,160,661</u>
Total assets less current liabilities	<u>1,293,299</u>	<u>1,329,962</u>
Capital and reserves		
Profit and loss account	<u>1,293,299</u>	<u>1,329,962</u>
Shareholders' funds	<u>1,293,299</u>	<u>1,329,962</u>

Approved by the Board for issue on 9 April 2015

Mr W McClintock

Director



Company Registration No. 03339975

TPO Survey Report

We are now asking our members to complete survey; the purpose of the survey is to investigate whether they are meeting their membership requirements as set out in our Codes of Practice. On completion of the survey, TPO provides feedback to the agent on any areas where changes need to be made, whilst advising on matters where they could make improvements. Where changes are required TPO requires evidence of compliance. An overview of the results of the initial survey are shown here prior to any changes being requested from agents.

TPO members are randomly selected and any known non-compliant members are automatically included. Approximately 180 surveys are completed every month and from its inception midway through 2014 until the end of year, 876 agents have been surveyed. From the results TPO identifies any areas of concern where

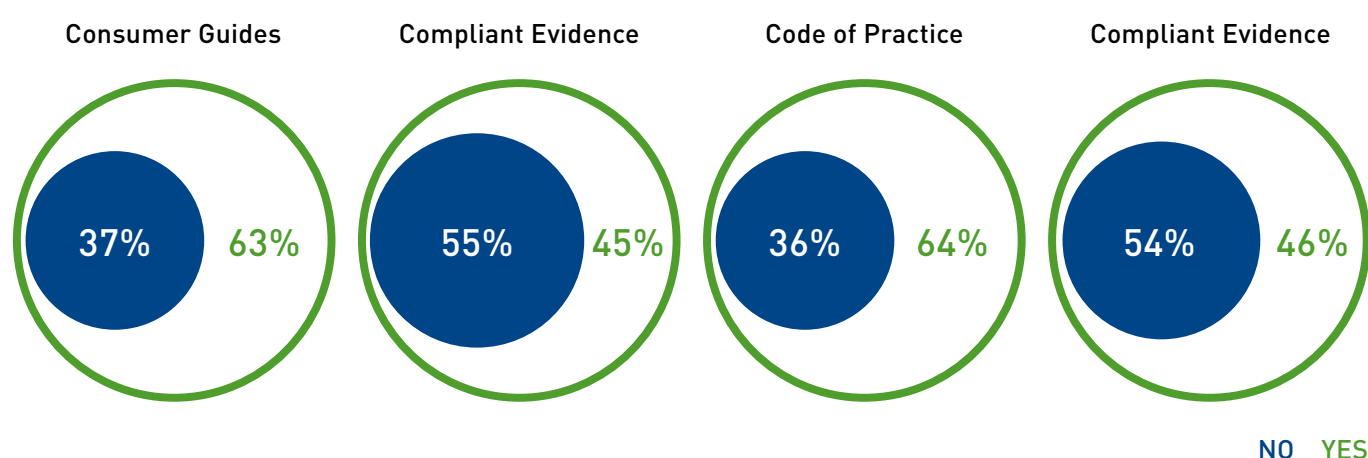
members are not complying with the appropriate Code of Practice. From the collated information, TPO can target these issues and provide guidance to improve the future results. The aim is achieve as close to 100% compliance as possible over the next few years.

The initial results show that agents are trying to comply with TPO's Codes of Practice, but, in a number of cases, are falling short through small errors on paperwork. That said, there has been a positive response to the feedback TPO has provided to non-compliant agents and where changes are requested, evidence of compliance has been forthcoming, indicating an overall desire by TPO agents to improve the standard of service provided to consumers. We expect the results to improve significantly on a year by year basis.

Statistics from the survey questions:

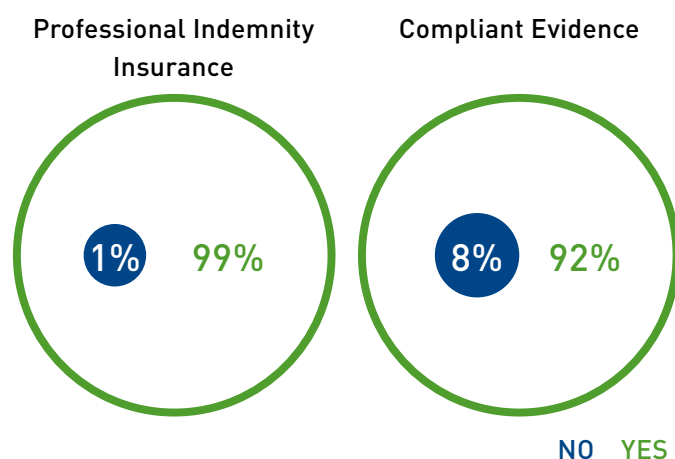
Evidence is required from the agent in relation to every question. Accordingly, there are two graphs for each question, one for the response and one for the evidence provided.

Do you hand out or display TPO Consumer Guides and Codes of Practice?



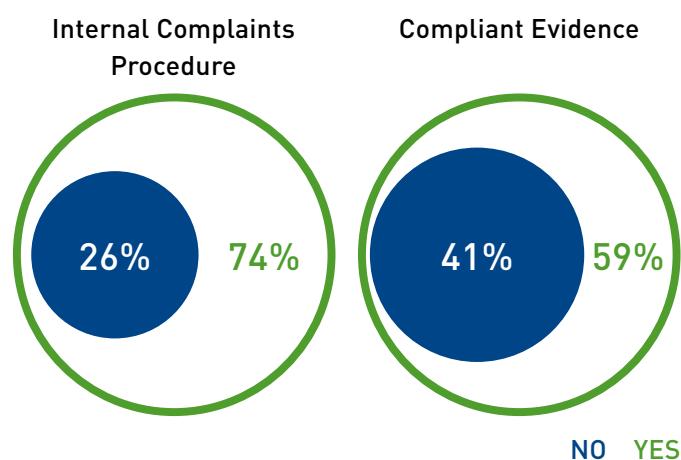
The results showed that over half of TPO members were not displaying TPO Consumer Guides and/or Codes of Practice or, in the most part, were displaying out of date copies. The Codes and Consumer Guides were revised and updated during 2014 which significantly impacted on the results. Non-compliant agents were provided with the correct literature and photographic evidence was requested to establish their subsequent compliance.

Do you have Professional Indemnity Insurance?



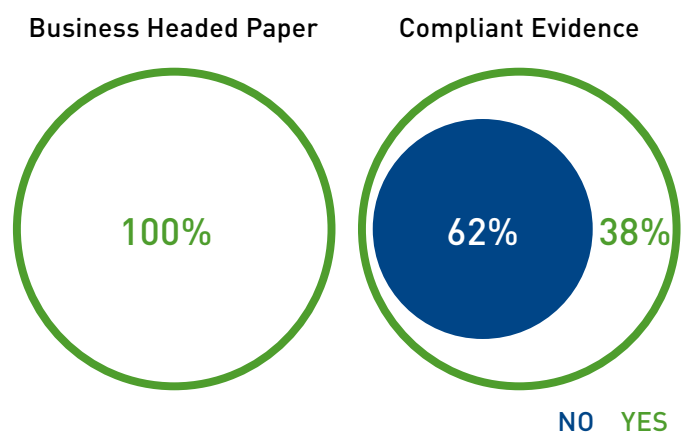
Reasons for non-compliance included non-provision of the insurance schedule page or the policy did not meet the level of cover required by TPO (an indemnity limit of no less than £100,000 and an excess of no more than £1000). Non-compliant agents were instructed to either provide the correct proof or to amend their cover (and send proof) to maintain their TPO membership.

Do you have an Internal Complaints Handling Procedure?



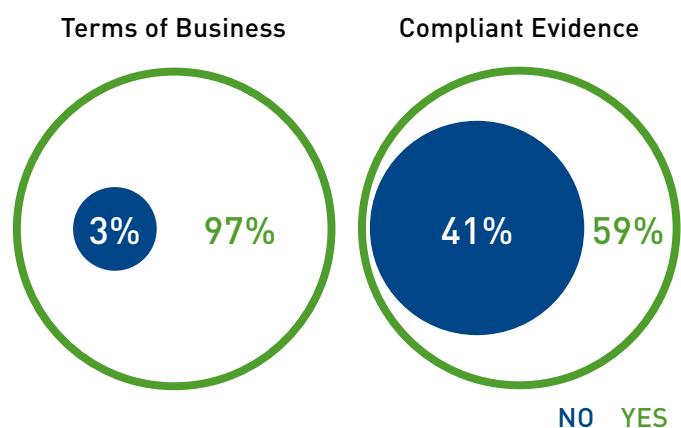
Reasons for non-compliance included either no proof supplied or that the procedure was inadequate. Non-compliant agents were provided with appropriate TPO Guidance for **In-House Complaints Handling** and asked to provide evidence of their revised internal complaints procedure.

Do you have Business Headed Paper?



The results showed that even though all TPO members believed they had the correct headed paper, most of the evidence provided showed that there were errors such as not displaying the TPO logo and registered office or including out of date logos (such as the OFT). Non-compliant members were advised of shortcomings and evidence of updated headed paper requested.

Do you have Terms of Business?



The results showed almost all of those audited had Terms of Business but many contained errors such as making reference to The Property Misdescriptions Act 1991 (not the CPRs) and HIPs, not displaying the revised 14 day cancellation period and including potentially unclear fee terms. Non-compliant agents were provided with the appropriate **TPO Agency Agreement Guidance** and advised to seek legal advice or contact their local Trading Standard office to ensure compliance, as well as requesting a copy of their updated terms.

TPO Staff List

As at 31 December 2014

Ombudsman	Christopher J Hamer
PA to Ombudsman	Stephanie Spencer
Casework Team	
Casework Director	Jane Erskine
Senior Case Officer	Josephine Bailey
Case Officers	Samantha Horsfield Laura West Kirstie Williams
Assessment/Resolution Officers	Anya Browne Lucy Buckle
Senior Case Officer	Alan Bowers
Case Officers	Frances Forster Charlotte Mawson Laura Strong
Assessment/Resolution Officers	Lynn Howlett Sarah Watson
Senior Case Officer	Patrick Lewis
Case Officers	Emma Burden Christine Rowland-Jones Matthew Tucker
Assessment/Resolution Officers	Emma Carey Aimee Webb
Senior Case Officer (Policy Manager)	Peter Habert
Case Officers	Simon Humphreys Gemma Jordan Stephen Wells
Assessment/Resolution Officers	Rebecca Hudson Kimberley Saunders
Senior Case Officer (Legal)	Kate Chandler
Senior Case Officer (Data Protection)	Sandra Pooke
Senior Case Officer (Equality & Diversity)	Amy Gibbs
Senior Case Officers	Colin Dixon Maria Evans
Assessment/Resolution Administrators	Vicky Charters Alexandra Wetherilt

First Contact and Case Management Teams

Complaints Operations Manager	Amanda Stiggants
First Contact (Enquiries)	
Assistant Manager	Debra Aitken
Telephone Enquiries	Sophie Bowsher Anna Chadsey Carole French Tara Green Laura Twigg Victoria Stones Jennifer Cree Laura Crook Gemma Currie Mark Mallard Annemarie Simpson-Wild Katie-Louise Unwin
Administrator	
Evaluation	
Case Management	
Assistant Manager	Joanne Beatty
Case Management Team	Roz Collins Lynda Cummins Hayley Howlett Mona McFarlane Victoria Lally Susan Russell
Administrator	
HR & Facilities Manager	Sue Hurst
Operations & Support Assistant	Amy Turner
Press & Communications Manager	Gemma Stacey

TPO MEMBERSHIP

Chairman of TPO Board Bill McClintock	Membership Team Leader Nicole Lake
Vice Chairman of TPO Board Gerry Fitzjohn	Membership Administrators Bob Burke Sarah Dawson Marie Drewitt
Managing Accountant/ Assistant to Vice Chairman Stuart Tasker	Senior Membership Compliance Administrator Kathryn Blanchard
Assistant Management Accountant Louisa Dawson Finance Assistant Anne Hall	Membership Compliance Administrator Tanja Steerment

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Department for
Communities and
Local Government

**NATIONAL
TRADING
STANDARDS**
Estate Agency Team
Protecting Consumers
Safeguarding Businesses



The Property Ombudsman

Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Complaint Enquiries

Tel: 01722 333 306

Email: admin@tpos.co.uk

Membership Enquiries:

Tel: 01722 335 458

Email: membership@tpos.co.uk

Fax: 01722 332 296

Web: www.tpos.co.uk



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