



Our Reference: XXXXX\TPO\XXXXXX

Mr G Jones

X XXXX XXXX XXXX
XXXX XXXX
XXXX
XXXX
XXXX XXXX

19 February 2019

Dear Mr Jones

Thank you for your emails of 7 February 2019 which constitutes a representation against the conclusions drawn in the Case Review of 7 February 2019. The complaint has now been reviewed by this Office on two occasions and I have considered all the points that have been made.

I should firstly explain that member agents pay a fee to TPO to fulfil their legal requirement to register with a redress scheme. This enables consumers to benefit from a free alternative dispute resolution service. My Office is governed by the TPO Board which is made of Independent Members and Industry Members to ensure I act independently and impartially when reviewing complaints.

It appears that the crux of your representation is that the Review did not award you the difference in the value of the Property from your purchase to the value now with the housing development now built at the rear. The Review did not conclude that the difference in value should be zero. Rather, the Review states that this cannot be safely determined, and I agree.

I do not consider a surveyor's opinion would have allowed me to draw an more certain conclusion. This would represent one opinion of the value now whereas an estate agent's opinion of a marketing price may differ. As you have not sold the Property, I do not consider any one party can conclude how the housing development has affected the Property's value. When a property is sold, market trends at that time will affect the sales price. I cannot, therefore, conclude that you have incurred financial loss as a result of RR's shortcomings.

I also cannot hold RR solely accountable for any potential financial losses as the conveyancing period provides a level of investigation to ensure a property meets a buyer's aims and needs. The planning permission should have come to light in this process.

It is not a question of impartiality as to whether I can make an award for any financial losses but what can safely be concluded on balance. I recognise you feel that this puts you at a disadvantage, but you are not obliged to accept my proposed decision and can pursue the matter through legal means should you wish to.

Complaints Enquiries: 01722 333 306
Membership Enquiries: 01722 335 458

Email: admin@tpos.co.uk
Email: membership@tpos.co.uk | accounts@tpos.co.uk | membershipcompliance@tpos.co.uk

www.tpos.co.uk

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



Registered Office: The Property Ombudsman Limited,
Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Registered in England: 3339975 VAT Number: 704 3691 46

CONCLUSION

I accept that you did not agree with the conclusions of the Review and you may still not. However, I do not consider that you have produced any new evidence or demonstrated that I have made an error of fact that persuades me to change the original decision.

Your complaint has been comprehensively considered by this Office on two separate occasions. In assessing your original review and this representation, I am satisfied that you have been afforded every opportunity for an independent and impartial examination of your case. My Terms of Reference now require me to convert the Proposed Decision to a Final Decision with this letter. You have two weeks that is until 5 March 2019 in which to consider my Final Decision.

You have two options:

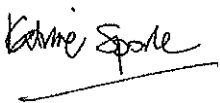
- a. **Acceptance.** By returning to me part 1 of the attached form signed by you by 5 March 2019 you signify your acceptance of my Final Decision in **Full and Final** settlement of your dispute with Reeds Rains Estate Agents in regard to all your complaints on which I have made a judgement. My Final Decision will then become binding upon Reeds Rains Estate Agents.
- b. **Non Acceptance.** If you do not accept my Final Decision and wish to record this fact, you can return to me part 2 of the attached form signed by you, whilst reserving your position in full.

Please note that, having had the opportunity to make a representation against the Proposed Decision, if you do not accept my Final Decision there is no opportunity for you to continue your complaint by means of further correspondence in the form of an appeal. This is because The Property Ombudsman scheme is designed so that complaints start and finish with me as the Ombudsman. There is no process whereby your complaint can be reviewed by any other part of the scheme.

Therefore, if you reject my findings in their entirety, your legal rights are not affected and you are free to pursue your complaint through the Courts. We will not enter into further correspondence on the matter with you.

If I do not receive the attached form by 5 March 2019, I shall consider the complaint and my award to have lapsed and will close my file.

Yours sincerely



Katrine Sporle CBE, MSc
Property Ombudsman

Enc.



Our Reference: 01896/TPO/011018

PART 1 - ACCEPTANCE OF OMBUDSMAN'S FINAL DECISION

I Mr Jones of 1 Orchard Manor Close, Padgbury Lane, Congleton, Cheshire, CW12 1BD hereby **accept** the Ombudsman's final decision and award of £500 in **Full and Final Settlement** of my complaint/s against Reeds Rains Estate Agents concerning the performance of their Congleton Office, in regard to all my/our complaint/s which have been considered .

Dated this day of..... 2018

Signed:..... Name (Block Letters):

Please indicate how you would like the payment to be made:

☐

Cheque – Please advise who the cheque should be made payable to:

Cheque to be made payable to:

Address:

☐

Bank Transfer – You will be required to provide Reeds Rains Estate Agents with your account details. Please **do not** provide your account details to this Office as we cannot pass these on for you.

PART 2 - NON-ACCEPTANCE OF OMBUDSMAN'S FINAL DECISION

I Mr Jones of 1 Orchard Manor Close, Padgbury Lane, Congleton, Cheshire, CW12 1BD hereby **do not accept** the Ombudsman's final decision and award in **Full and Final Settlement** of my complaint/s against Reeds Rains Estate Agents concerning the performance of their Congleton Office, and reserve my/our position in full to pursue my complaint elsewhere. I understand that I have now given up any right to the Ombudsman's Award.

Dated this day of..... 2018

Signed:..... Name (Block Letters):