

07/02/2019 5:34pm

Dear R.H.

I acknowledge receipt of the correspondence concerning our complaint against Reeds Rains.

Although I am satisfied that our complaint against the estate agents was upheld, I am of course disappointed with the compensation awarded which amounts to a token sum of just £500.

I understand that the Property Ombudsman does not consider dissatisfaction with awarded sums to be reason enough to reconsider a case, but this is not the crux of my issue with your findings. My issue instead concerns the fact that you appear to have reached this award due to not being in possession of appropriate figures indicating the precise harm done to the value of our property, as you state in your correspondence:

The Complainant has not submitted an estate agent's or surveyor's opinion of the market value of the Property now that building work has begun. However, I cannot speculate on the affect the development will have on the Property's value and whether the price paid took this into consideration. I do not dispute that the building work has affected the characteristics of the Property. However, I cannot safely determine, based on the evidence provided, that the Property has depreciated in value and by how much.

There are multiple issues with the above statement:

1) We did not expect the Property Ombudsman to provide such a valuation. As you correctly suggest, it is an estate agent or surveyor that

we would expect to fulfil this role. We stated as such in our opening letter to Reeds Rains on the 20th of July 2018:

I would like Reeds Rain to agree for an independent valuation of our property to take place under two different scenarios:

a) to value the property against the field being used only by locals to walk their dogs, as was the usage that was presented to us by Reeds Rains; and

b) to value the property against the field being occupied by up to 150 homes, as is the usage in reality.

2) After Reeds Rains refused our request, we spoke to a couple of surveyors before opening this case and were advised that obtaining these figures “would not be cheap” because providing a before-and-after valuation was beyond the capabilities of a standard estate agent who would only be able to provide a valuation based on the property’s current circumstances. As such, before we elected to hire someone to provide these figures, I contacted yourselves by phone to explain the situation and ask what we should do. I was advised by yourselves NOT to hire someone just yet and to open the dispute first instead. The agent I spoke to advised that such figures could then be obtained if and when they were required. If you record your calls, you will already have this conversation on record. The reference number that I was provided by your agent was 01896 and I believe his name was E.S.

3) If the uncertainty of a sum prevents you from awarding it, it seems most bizarre that your default position would be to assume that the sum must be £0 rather than to instruct for necessary steps be taken in order to obtain the true figure. This is doubly true considering the telephone conversation to which I refer above.

You concede yourself that you “do not dispute that the building work has affected the characteristics of the property”, and to conclude that a property’s value would not be affected alongside its characteristics is in

my view illogical and unrealistic. If property valuations were unrelated to their characteristics then a penthouse suite would cost no more than a ground floor apartment in the same building. Of course, property values are inherently linked to the demand for that property, and demand for a property that overlooks a field with hedges and an oak tree is obviously going to be higher than the demand for a property that overlooks a housing estate.

How could the Property Ombudsman justify refusing to award a sum that reflects the actual difference made to the value of our property by Reeds Rains' failure to perform their duty citing a lack of concrete figures, when it advised us itself to postpone obtaining those figures until after opening the dispute?

I hope you would agree that this represents "a significant error in fact that fundamentally alters a material part of the decision" and as such, by your own accord, warrants reconsideration.

I also trust that I would be forgiven for feeling like we have been tricked here. In fact, it forces me to question whether the Property Ombudsman service is truly impartial as it seems to have worked in Reeds Rains' favour here to a colossal degree. It is my understanding that the service receives much of its funding from membership fees, and I am left wondering if your findings represent a need for the organisation not to be seen biting the hand that feeds it.

I would request that you revisit your assumption that affecting the characteristics of a property in this manner would result in a difference of £0 in its value and that you instruct Reeds Rains to organise - via an impartial third party surveyor - a valuation in order to obtain the exact difference in the value of our property caused by this development - as we requested in our opening letter and as E.S. suggested would occur in the telephone conversation detailed above. Finally, I would request that you instruct Reeds Rains to transfer to us that sum,

whatever it may be, in addition to the £500 sum that you have already awarded for "the inconvenience caused by the shortcomings identified" without delay.

Kind regards