

07/02/2019 6:37pm

Dear R.H.

In addition to my previous email, I would like to draw your attention to this paragraph:

Moreover, the Complainant became aware of the planning permission shortly after the purchase was completed in August 2017 but did not complain until building work began in June 2018.

While it is correct that the purchase was completed in August 2017, we didn't learn about the planning permission until October 2017 upon returning home from our honeymoon, when we were "welcomed" home by a letter from Cheshire East council about the development.

We then spent some time investigating the precise details which was complicated by the fact that the plans could not be found on the council's technologically poor website from the address, and instead all I could find were plans relating to a field about a mile away. I eventually found a reference to the plans on the field behind our property in minutes of a council meeting on their archives page.

None of this is relevant to the case however, because the Unfair Trading Regulations 2008 allows the customer up to **3 years** to take legal action against an offender so I find it strange that you would even note this timeframe, let alone attempt to use it to undermine our complaint with words like "moreover" in a paragraph that is all about mitigating the level of compensation.

In my view, this further harms the Ombudsman's claim to impartiality in this case. After all, if we decided to pursue Reeds Rains through the

courts, I don't think a judge would question us making a decision 8 months into a 3 year window because every day within that 3 years is as valid as any other.

Kind regards