

**The Property Ombudsman scheme: CCAS-approved Codes in action…**

Consumers turn to TPO for help concerning a huge variety issues and the scheme receives over 16,000 enquiries a year from buyers, sellers, landlords and tenants who have been unable to resolve a dispute with their agent. As the UK’s largest property redress scheme, over 95% of sales agents, and 85% of letting agents are signed up with the scheme.

TPO’s free, fair and impartial dispute resolution service is a genuine alternative to the small claims courts. TPO is the only property organisation to have its own Codes of Practice approved by the Consumer Code Approval Scheme (CCAS), which go above and beyond the law to protect consumers.

TPO is not a regulator but the Ombudsman’s powers mean that a member agent can be held to account for their actions, thanks to the scheme’s CCAS-approved Codes of Practice. The Codes are crucial when reviewing complaints as they underpin the way each case is investigated to ensure a consistent and fair approach for all parties. The consumer and agent are signposted to the exact section(s) of the Code so there is complete transparency about how each case is reviewed to achieve a fair outcome.

The cases which cross the Ombudsman’s desk can be highly complex, involving numerous issues, which can span months or even years. Each case is different but the way the Ombudsman reviews them is exactly the same. The example below is just one example from thousands of disputes TPO reviews every year. To find out more about how TPO’s Codes of Practice are used to hold agents to account for their actions, please visit the scheme’s [website](https://www.tpos.co.uk/consumers/how-to-make-a-complaint), where you can [search for registered agents](https://www.tpos.co.uk/find-a-member), find out more about the [complaint process](https://www.tpos.co.uk/consumers/how-to-make-a-complaint), and view a variety of [case summaries](https://www.tpos.co.uk/news-media-and-press-releases/case-studies) that demonstrate the work TPO does to protect consumers from unfair practices.

**Complaint: licence to keep a dog at the property**

This case study concerns a dispute referred to The Property Ombudsman (TPO) scheme from potential buyers. The complaint that the Ombudsman was asked to examine concerned the buyers being misled by the agent in regards to a licence for them to keep a dog at the property. The property in question was a flat in a new development and the seller was the developer.

The buyers said that the agent told them that the seller had agreed to grant a licence, but they later discovered that the seller had not given their agreement and that they would need to make an application after the sale completed.

When the buyers viewed the property, they asked whether they would be allowed to keep their dog. Shortly after the viewing, the agent emailed the buyers and advised that they had checked their files and confirmed they would be allowed to keep a pet, under a licence given by the seller. On the basis of this information, the buyers made an offer of £550,000 on the property.

Following the buyers making an offer, the agent emailed them to confirm that the seller had agreed to a sale at £550,000 and also that the seller had agreed they could keep a dog at the flat. A reservation fee of £2,000 was paid on this understanding.

However, nearly two weeks later, the buyers received an email from the seller’s solicitor stating that a dog licence would not be provided until after completion There was no certainty that the licence would be provided; it was at the seller’s discretion.

The buyers were dismayed by this and decided to withdraw from the transaction, explaining that they could not buy a property without a firm assurance that the family dog could live with them. The seller refunded £1,500 of the reservation fee leaving £500 outstanding.

**Investigation**

Under Paragraph 7i of the TPO Code of Practice, the agent was obligated to act in accordance with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), ensuring that all information about a property is disclosed, that the information is accurate, not misleading and that there are no omissions.

In reviewing this complaint, the Ombudsman noted the following:

* The agent had a duty of care to ensure that the information they gave was accurate. The agent’s email gave a clear impression that the seller had been consulted and that a licence for a dog had been agreed.
* It appeared that the information they gave was inaccurate since the seller was not prepared to include an agreement to issue a licence in the sale contract. The file showed that the seller had not been consulted and had not agreed that the buyers could keep a dog.
* The agent issued a letter after the buyers had raised a formal complaint stating that, upon making enquiries, they would need to apply for a licence after completion. This letter indicated that the initial advice given was inaccurate.
* It was considered that the buyers had been misadvised. They were given the impression that the seller had agreed to their request to keep a pet but this was not in fact the case. The seller was not prepared to confirm that agreement but had said that the request would be considered after completion

**Outcome**

The Ombudsman supported this complaint, being persuaded that there was a link between the inaccurate information given by the agent and the buyer’s decision to purchase the property and pay the reservation fee. It was considered that the circumstances merited an award to reflect the financial loss caused to the buyers.

Since the agent was aware of the importance of the dog licence to the buyers, it was also considered that it would be fair and reasonable for them to compensate the buyers for their financial loss, which in this case was £1,040, comprising the buyers’ legal fees of £540 and the part of the reservation fee that had not been refunded.

A total award of £1,040 in compensation was made.