



Conditions of Complaints

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Introduction

When we receive a complaint, and we have checked it is something we can help you with, our aim is to resolve the case as soon as possible.

This document sets out the conditions for raising a complaint against one of our members; the reasons why the complaint may be declined and the responsibilities of both parties once a complaint has been received by us at the PRS.

Please note:

- This document is in addition to the Property Redress Scheme's (PRS) Terms of Reference (ToR).
- When making a decision the PRS will consider any terms of business agreed by both parties, all relevant laws and, where appropriate, any code of practice the member has agreed to
- The PRS is not a regulator or an enforcement agency

Information for those making a complaint

If you would like to check if your agent is a member or some guidance on how your complaint will be investigated, please have a look at the consumer section of our website or call us on 0333 321 9418.

If you are thinking about making a complaint against one of our members, Section A, B and C are for you.

From Section D, once the complaint has been raised, the Conditions of Complaints relate to both parties.

Section A: Do I have reasons to make a formal complaint?

Reasons for making a complaint must relate to alleged act/s or omission/s by our member under the following criteria:

- A1. The member has not fulfilled their legal responsibilities to you
- A2. Your rights have been affected or breached
- A3. You have suffered a loss due to the member not acting in line with any code of practice they have signed up to
- A4. You have suffered unfair treatment by the member; examples include:
 - A4.1 Poor or incompetent service
 - A4.2 Rudeness or discourtesy
 - A4.3 A lack of clear explanation
 - A4.4 Not completing a transaction efficiently or as reasonably expected
 - A4.5 Avoidable delays in delivering agreed or expected service/s

Section B: What do I need to do before raising a complaint with the PRS?

- B1. Send a formal complaint in writing to the member, using their formal complaints process, within 12 months of the incident you are complaining happening. (See our sample complaint letter)
- B2. Try to resolve the matter directly with the member, clearly explaining the specific reasons for the complaint, and the resolution required
- B3. Wait up to eight weeks for the member to have attempted to resolve the complaint. If the issue requires escalation faster then we may accept a complaint before the full eight weeks have passed
- B4. If you have received a final response from the member but remain unhappy, then you can raise a complaint with us
- B5. Make sure when you raise a complaint with us, that it is within 12 months of the date you last received any communication from the member, or when you should have received a response
- B6. If the member is not responding to any of your communications within a reasonable time, then you can also escalate the complaint to us

Section C: Why might we not accept your complaint?

We may not investigate a complaint (or any part of it), or will stop investigating a complaint (or any part of it), if:

- C1. You have not provided evidence that the member's full complaint process has been completed
- C2. In our opinion you do not have a reasonable prospect of success. We will provide the reasons if relying on this clause
- C3. We find it more appropriate for the complaint to be dealt with by a court, tribunal or another independent complaints, conciliation or arbitration platform, such as a tenancy deposit protection scheme
- C4. In our opinion the complaint is not supported by relevant evidence
- C5. Legal proceedings have been started or the complaint is being, or has been, heard by a court, tribunal or another independent complaints, conciliation or arbitration platform, such as a tenancy deposit protection scheme
- C6. The amount claimed is more than £25,000
- C7. We believe that any solution offered by the member is reasonable and we would be unable to improve it. In this situation, we will inform you that the offer should be accepted or rejected, and if it is rejected, the case will be closed
- C8. You have not responded to any reasonable request from us in the timeframe given

Section D: Raising the complaint and evidence requirements

- D1. The person raising the complaint should use our online process, or by submitting our complaint form by post. We can also assist complainants to raise the complaint over the telephone.
- D2. Both parties are responsible for providing all relevant evidence to support their case, which will be considered when making our decision. We are unable to take responsibility for relevant evidence that you may have, but do not provide
- D3. We have produced an evidence checklist for all parties, which can be found at the end of these Conditions of Complaints in Appendix 2
- D4. On occasion we may have a query about the evidence you have provided but will only request more evidence in the interest of fairness or clarity
- D5. If we request information, or evidence from you, and you do not respond within the given time period, any evidence you do provide later may not be considered
- D6. After a complaint has been accepted, we reserve the right not to accept any new issues and a new complaint will need to be raised if required
- D7. Returning your evidence:
 - D4.1 If you would like your evidence returned to you once the complaint has been closed, you must make this clear, in writing, when you provide your evidence. Any physical evidence we hold after the complaint is closed will be disposed of after 4 weeks
 - D4.2 We are unable to take responsibility for any loss, as a result of us not returning the evidence to you, where you did not request it be returned at the time you sent it to us
 - D4.3 If you have asked for your evidence to be returned by special delivery, you will need to pay the correct postage to us in advance

Section E: Initial contact

E1. Initial assessment and case allocation

E1.1 When we receive a complaint, we will carry out an initial assessment of it, in line with Sections A, B and C above. If the case is accepted it will be allocated to a case assessor who will then make first contact with both parties within 5 working days

E1.2 The case assessor will allow the person making the complaint 5 working days to provide any further relevant evidence. The member will then have up to 10 working days to provide their response to the complaint and all relevant evidence

E1.3 If the person making the complaint cannot provide us with any specifically requested evidence, the case assessor may be required to close the case

E2. Decision to accept or decline a complaint

E1.1 A complaint may be declined if it does not fit the criteria set out in section A,B and C above

E1.2 If a complaint is accepted, the case assessor will discuss the complaint in greater detail with the both parties

E1.3 If the parties reach a mutual agreement at any point, we will require confirmation in writing, that the person who made the complaint is satisfied with the agreed solution, before the case is closed

Section F: Early resolution

- F1. Once all the evidence has been received from each party, the case assessor will have up to 15 working days to discuss the complaint in detail with each party; to outline their understanding of the complaint and explain their reasons for proposing an early resolution to both parties
- F2. If both parties accept the proposal sent by the case assessor, they must inform us within 3 working days. This will be in full and final settlement of the complaint and becomes the scheme's final decision
- F3. If either party cannot agree to the proposal at any point during the 15 working day period the complaint will proceed to the next stage

The important point here is that you send us your evidence in good time so the case is not delayed, as in our experience most complaints can be resolved early, simply by talking through the issues and agreeing a mutually acceptable settlement.

Section G: Default decision process

- G1. If the member has not provided a response and evidence in support of their position, or does not cooperate with us within the given time period, we will advise both parties that the case is being referred to a case officer who will make a default decision based solely on the evidence from the person who raised the complaint
- G2. The member will be required to pay us the published complaint fee even if they have joined on the enhanced membership level
- G3. The default decision will be sent to the person who made the complaint, who then has 5 working days to accept it, and a copy will also be sent to the member
- G4. If the default decision is accepted by the person raising the complaint, it becomes the final decision of the scheme

Section H: The proposed decision

- H1. Where early resolution has not been possible, and the member has provided a response and rebuttal to the complaint with supporting evidence, your case officer will make a proposed decision within 20 working days of it having been requested.
- H2. The decision will be made using the evidence provided and any discussions with the parties, which we have recorded in our case notes
- H3. Both parties will be sent the completed proposed decision, and will each have 5 working days to accept it or to request a review (see section I)
- H4. The proposed decision will become a final decision if accepted by the person making the complaint and the member does not make a review request or their review request is not accepted

Section I: Review request/ acceptance criteria and process

- I1. Either party may make a review request within 5 working days of receiving a proposed decision
- I2. The review request must say why the person believes there has been an error in fact, law or administrative mistake in the proposed decision
- I3. The person requesting the review will not be able to provide additional evidence at this point (unless specifically requested by us, in the interest of fairness)
- I4. Review request rejected:
 - I4.1 If we reject a review request, the reason will be provided and the proposed decision will become the final decision
 - I4.2 The requesting party is unable to apply for another of our decision or provide more evidence
- I5. Review request accepted
 - I5.1 If we accept a review request, we will inform the other party and they will have 5 working days to provide their comments
 - I5.2 Once we have all the information, we will review the decision in line with Section J below

Section J: Final decision

- J1. Once the review is accepted, we will have 20 working days to review the proposed decision, the review request submission and information, before providing the final decision
- J2. Once the review is completed, we will substitute the proposed decision with the final decision which will set out:
 - a. A summary of the review request and any response
 - b. The reasons, if any, for amending the proposed decision
 - c. Any remedy required from the member, financial or otherwise
- J3. Once the final decision has been sent, the person who made the complaint will have 5 working days to inform us if they accept the decision
- J4. If the person making the complaint does not respond within 5 working days, we will conclude that the decision is not accepted and the case will be closed
- J5. If the person making the complaint accepts the decision then it is binding on the member
- J6. If the person making the complaint does not agree with our final decision, the case will be closed. However, they still have the option of taking the member to court and using the decision as evidence
- J7. This decision is final and no other requests for review will be considered

Section K: Awards

- K1. To settle a complaint we may decide that the person who made the complaint should receive an award from the member. This may include, but is not limited to, one or more of the following:
- a. an apology
 - b. an explanation
 - c. any practical action/solution required to minimise any loss evidenced
 - d. repayment of actual loss and/or costs paid, which are supported by relevant evidence
 - e. a payment in recognition of the time and trouble taken to make the complaint
 - f. a payment, where appropriate, for inconvenience and distress experienced
 - g. an appropriate action suggested by the person making the complaint, or decided by us
- K2. Compensation payments will be calculated based on loss or costs which are supported by relevant evidence, and any degree to which the person raising the complaint, can be seen to have contributed to the failure or loss, will also be taken into account
- K3. The maximum amount of compensation we can award is £25,000.00. However, for the majority of complaints, awards are far more likely to be in the low hundreds of pounds
- K4. We may consider whether the person raising the complaint is an average or an informed consumer as this could have an effect on the amount of compensation we award

We have created a useful [guide on award bandings](#) available on our website.

Section L: Complying with decisions

- L1. Compliance with our decision is set out in the following table:

Financial	
£1-£500	5 working days
£501 +	10 working days

Non-financial	
Apology	5 working days
Anything else (e.g. provision of documents)	10 working days

If the award contains both financial and non-financial, we will use the longer timescale

- L2. Non-compliance with our decisions could result in disciplinary action, as outlined in 'Compliance with our decisions' document, available on our website

Property Redress Scheme

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