

Guide to awards



We are committed to dealing with all complaints fairly and impartially and recognise that every complaint is individual. Before deciding if the agent has made a mistake or treated the consumer unfairly, we will investigate both parties’ positions and their evidence. Any award we make will be based on what is fair and reasonable in the circumstances. This guide gives a general overview of our approach to making an award. Where an award differs from this guide, we will explain the reasons in our decision.

We can deal with a complaint if the member:	Our awards can include:
<ul style="list-style-type: none"> i. has not met their legal or contractual responsibilities ii. has affected or breached the consumer’s rights iii. has not acted in line with any code of practice they signed up to iv. has treated the consumer unfairly which may include: <ul style="list-style-type: none"> • poor or incompetent service • rudeness or discourtesy • a lack of clear explanation • not completing a transaction efficiently or as reasonably expected • avoidable delays by the member in delivering agreed or expected service(s) <p>More information can be found in our Conditions of Complaints here</p>	<ul style="list-style-type: none"> i. a meaningful apology ii. an explanation iii. practical action/solution to minimise any loss iv. repayment of actual loss and/or costs paid, supported by relevant evidence v. a payment, where appropriate, for inconvenience and distress vi. an appropriate action suggested by the person making the complaint, or decided by us

Award bands

We are authorised to make awards based on the following bands:

Apology	See our guide to apologising	
Mild	Up to £200	Minor breach, minimal distress or inconvenience, if any
Moderate	£200 - £500	Moderate breach, on-going issues over a period of time
Substantial	£500+	Major or multiple breaches and/or serious distress (based on evidence of extensive disadvantage)

This guide has 2 parts:

- **Part 1** shows the most common kinds of complaints we deal with
- **Part 2** shows how the awards above can be affected by the evidence

Part 1

Where the agent:	The agent did not:	Award band
showed a lack of duty of care	provide any formal complaints process	mild
could have communicated more effectively	act professionally and was rude	mild
	respond in a reasonable time	mild
	respond at all	mild
	did not respond to the formal complaint at all, quickly enough or the response was unreasonable	mild
caused loss, delays, and inconvenience	extensively fell short in their duty of care and professionalism	moderate
provided misleading information	provide material information such as fees and charges	mild
	provide accurate information leading to a breach of Consumer Protection Regs	substantial
did not act on a tenant's requests at the start of the tenancy	not cleaning the property	mild
	not carrying out repairs	mild
	not removing previous tenant's belongings	mild
	not carrying out health and safety checks	mild

<p>did not act, as instructed, or did not meet their contractual, legal or statutory responsibilities</p>	provide a tenancy agreement	mild
	provide a management agreement	mild
	provide inspection reports or inventory/check-in and check-out reports	mild
	carry out adequate referencing	moderate
	carry out Right to Rent checks, if needed	moderate
	protect a tenant's deposit	moderate to substantial
	produce an inventory/check- in report or check-out report	moderate
	produce a valid EPC	moderate
	carry out any inspections	moderate
	arrange essential safety checks – e.g. GSC, EICR	moderate
	serve notice on a tenant	mild
	did not transfer rent to the landlord on time	mild to substantial
	carry out necessary or agreed repair work	mild to substantial
	produce annual accounts for a leaseholder or RMC	mild
did not give correct notice to enter a property	mild	

Part 2

	Factors that may reduce award	Factors that may increase award
Nature of the issues raised by the complainant	<ul style="list-style-type: none"> • one single service shortfall • an individual shortfall • complaint caused little or no disadvantage 	<ul style="list-style-type: none"> • a number of service shortfalls • repeated shortfalls • complaint caused severe disadvantage
Impact on the complainant	<ul style="list-style-type: none"> • little or no distress • little or no inconvenience 	<ul style="list-style-type: none"> • Considerable distress or anxiety over a prolonged period • Considerable inconvenience over a prolonged period
The complainant:	<ul style="list-style-type: none"> • was unwilling to resolve the matter during ER despite reasonable offers made (the complaint may be closed at this stage) 	<ul style="list-style-type: none"> • was understanding, co-operative and reasonable throughout but the agent was: <ul style="list-style-type: none"> - unhelpful and obstructive - unwilling to engage in our process or does so ineffectively

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<p>The agent:</p>	<ul style="list-style-type: none"> investigated fully during their internal complaint procedure and: <ul style="list-style-type: none"> attempted to resolve responded in a reasonable time 	<ul style="list-style-type: none"> made no effort to respond to or investigate the complaint gave an unreasonable or insufficient response
	<ul style="list-style-type: none"> accepted responsibility for all or part of the complaint during our process 	<ul style="list-style-type: none"> accepted no responsibility during our process
	<ul style="list-style-type: none"> provided their rebuttal showing positive attempts to engage and resolve 	<ul style="list-style-type: none"> provided no rebuttal, or one with no supporting evidence did not engage in our process
	<ul style="list-style-type: none"> attempted to resolve the complaint during early resolution (increasing compensation offer to settle early) 	<ul style="list-style-type: none"> made no attempt to resolve at early resolution
	<ul style="list-style-type: none"> used an empathetic and sincere tone at all times 	<ul style="list-style-type: none"> used an unhelpful, rude, or dismissive tone
	<ul style="list-style-type: none"> provided evidence of changing practices to prevent re-occurrence 	<ul style="list-style-type: none"> provided no evidence of changing practices to prevent re-occurrence
	<ul style="list-style-type: none"> engaged with us to take the correct approach 	<ul style="list-style-type: none"> unwilling to engage with us at the early stage, or at all, to discuss our approach
	<ul style="list-style-type: none"> understood how we interpret and apply the law, industry guides, and consumer rights 	<ul style="list-style-type: none"> unwilling to make practical changes after previous similar complaints and our recommendations

The Property Redress Scheme

For more information on specific areas of complaint and case studies, please visit our website's resources section.

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