

Conditions of Complaints

PRS Property
Redress
Scheme

4th edition valid
from 1st May 2023



**PRS Members
and Consumers**

Contents

Contents		2
Introduction		3
Information for those making a complaint		4
Section A	Who can raise a complaint with us?	5
Section B	Do I have reasons to make a formal complaint?	6
Section C	What do I need to do before raising a complaint with you?	7
Section D	Why might we be unable to accept your complaint?	8
Section E	Raising the complaint	9
Section F	Evidence	10
Section G	Initial assessment	11
Section H	Early resolution	12
Section I	Default decision process	13
Section J	The proposed decision	14
Section K	Review requests	15
Section L	Final decisions	16
Section M	Awards	17
Section N	Members' complying with decisions	18

Introduction

This document sets out:

- when we can investigate a complaint against one of our members
- the responsibilities of both parties once we have received a complaint
- the reasons why the complaint may be declined

Please note this document should be read together with the Property Redress Scheme's (PRS) Terms of Reference (ToR).

- When making a decision we will consider any contracts, terms of business agreed by both parties, all relevant laws and, where appropriate, any code of practice the member has agreed to.
- We are not a regulator or an enforcement agency. This means that we are not authorised to take enforcement action or make decisions on potential breaches of the law. Where potential breaches or criminal activity are found we will report these to the appropriate authority, including Trading Standards.



Information for those making a complaint

How do I check if an agent is a PRS member?

You can:

- use our online checker which is quick and easy, or
- call us to check, or ask for general guidance, on 0333 321 9418

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

If your complaint is about leasehold residential management then please read the guide in consumer resources section of our website which explains the limits of our authority and how we deal with these type of complaints.

From Section E, after the complaint has been raised, this document relates to both parties.



Section A: Who can raise a complaint with us?

- A1. To raise a complaint, you must be a consumer or directly affected by the actions of one of our members
- A2. You will be considered as a consumer of the member if you are a small business, charity or trust, as long as your annual turnover (for small businesses), annual income (for charities) or net asset value (for trusts) is less than £3 million
- A3. In relation to leasehold management complaints an individual leaseholder can make a complaint against a managing agent although we will look at who is giving instructions to the managing agent to decide how we may be able to help
- A4. Where a member carries out multiple types of work, only some of it may be covered by a legal requirement to offer redress. The types of work members are required to offer redress for are covered on the 'Who Must Join' page of our website
- A5. We would expect a member to co-operate with our complaints process for all types of work including work not legally mandated for redress. A member is only required to signpost to us, as an authorised ADR provider. We reserve the right to cancel a membership if a member unreasonably rejects the option of using our service to resolve consumer complaints
- A6. We will accept complaints about rent to rent or guaranteed rent type arrangements (including dealing with rent that has not been paid to landlords) because they are covered by the 'property management' definition set out in the Redress Schemes for Lettings Agency Work and Property Management Work (Approval and Designation of Schemes) (England) Order 2013.

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

- B1. Your complaint(s) must be about things which you claim a member has done, or not done, which have:
- B1.1 effectively not fulfilled their legal or contractual responsibilities to you
 - B1.2 affected or breached your rights
 - B1.3 caused you a loss by not acting in line with any code of practice they have signed up to
 - B1.4 treated you unfairly
- B2. Examples of unfair treatment include:
- B2.1 poor or incompetent service
 - B2.2 rudeness or discourtesy
 - B2.3 a lack of clear explanation
 - B2.4 not completing a transaction efficiently or as reasonably expected
 - B2.5 avoidable delays in delivering agreed or expected service(s)
- B3. When we look at complaints, the test we apply is:
- “Did the member provide the service reasonably expected by an average consumer?”

Section C: What do I need to do before raising a complaint with you?

- C1. You must send your detailed concerns, in writing, to the member and allow them to complete their internal complaints process. For us to consider your complaint, your last communication about your concerns must be within the last 12 months
- C2. You must clearly explain the specific reasons for your concerns and the solution you are looking for
- C3. You must try to resolve your concerns directly with the member and allow them up to eight weeks to do this
- C4. We may accept your complaint before the full eight weeks have passed if:
- C4.1 the issue requires urgent resolution
 - C4.2 the member is not responding to any of your communications within a reasonable time
 - C4.3 you have received a final response from the member and remain unhappy
- C5. A **sample complaint letter** is available in the Resources section of our website
- C6. At our discretion and where:
- a member believes no formal complaint has been raised, we may accept a case, where we are satisfied that a complainant has raised their concerns with the member, in writing, and they remain unresolved
 - a member believes their full complaints process has not been completed - in these situations, we may advise the member to continue their process while we begin ours
 - the person making a complaint is a vulnerable consumer
 - we are satisfied that communication between the parties show unresolved issues over a length of time

Section D: Why might we be unable to accept your complaint?

- D1. We may not investigate your complaint (or any part of it), or will stop investigating a complaint (or any part of it), if:
- D1.1 you have not provided evidence to show that you have used the member's internal complaints process
 - D1.2 in our opinion you do not have a reasonable prospect of success
 - D1.3 we believe that any solution offered by the member is reasonable and we would be unable to improve it and
 - we will inform you that the offer should be accepted or that it can be rejected
 - if it is rejected, the case will be closed
 - D1.4 you have raised a complaint that we have previously considered and which was either rejected or settled
 - D1.5 in our opinion, the complaint is not supported by relevant evidence
 - D1.6 you have not responded to any reasonable request from us in the time period given
 - D1.7 we consider the complaint is more appropriately dealt with by a court, tribunal or another independent complaints, conciliation or arbitration platform, such as a tenancy deposit protection scheme
 - D1.8 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
 - D1.9 you are looking for a legal decision or sanction that can only be awarded by a criminal or civil court, such as a banning order or closing a business down
 - D1.10 you are claiming that the agent has acted criminally or fraudulently as these claims should be directed to the police or trading standards
 - D1.11 we consider that you have acted unreasonably or are being abusive to our staff (see our unreasonable behaviour policy)
 - D1.12 it is outside our authority to make an award over £25,000. Depending on the type of complaint and amount being requested we may be able to make an award up to this amount for one or multiple strands of a complaint. Consumers can take advice on any other options for their remaining concerns
- D2. While we may stop investigating your complaint for the reasons above, we have the option to progress your case if:
- D2.1 there is no other relevant independent body that could handle your complaint
 - D2.2 the Head of Redress agrees that we can consider a specific part of your complaint and we will direct you to another more appropriate place for the remainder
 - D2.3 both you and the member agree we can try to resolve the complaint
- D3. If we are unable to accept a complaint, we will explain our reasons

Section E: Raising the complaint

PRS Complaint form

- E1. To raise a complaint, you will need to complete our complaint form and send us all the relevant evidence you want us to consider. This should include a clear breakdown of your complaint and your proposed solution (and if there is more than one issue the solution for each). You should demonstrate your attempts to resolve the complaint with the member
- E2. You can raise your complaint:
- E2.1 online at <https://www.theprs.co.uk/Complain>
 - E2.2 by post, with all relevant evidence
 - E2.3 where necessary, by telephone
- E3. After we accept a complaint, we reserve the right not to accept any new issues that are unrelated to the original complaint made to the member



Section F: Evidence

What are the parties responsible for?

- F1. The person raising a complaint with the PRS must send all the relevant evidence that they want us to consider when they complete their PRS complaint form
- F2. When the member is asked to send us their complaint response, they must also send us all the relevant evidence that they want considered
- F3. Both parties remain responsible, throughout our process, for providing all relevant evidence to support their case, in the timescale given, which will be considered when making our decision. We are unable to consider relevant evidence that either party may have but has not provided
- F4. We have produced an [Evidence checklist](#) for all parties, which can be found in the Resources 'guides' section of our website
- F5. Both parties are also responsible for the costs of preparing their case and we will not make any award for these in our resolution process
- F6. Please do not send original documentation if you can avoid it (see F10)

Asking for more evidence or information

- F7. Once both parties have provided all their evidence, if we have any queries we may, in the interest of fairness or clarity, request more evidence, or information
- F8. If we ask for more evidence, or information, the time provided for a party to respond to this request will be set by the person dealing with the case and must be sent to us within the deadline given. Any evidence, or information, provided after this may not be considered

What other evidence will we consider?

- F9. We may consider evidence that is freely and publicly available although not provided by the parties. Where we do, we will explain what we have considered

Returning your evidence

- F10. If you would like your evidence returned to you once the complaint has been closed, you must request this, in writing, when you provide your evidence. Any physical evidence we hold when the complaint is closed will be disposed of after 4 weeks
- F11. If no request is made, we are unable to take responsibility for any loss, resulting from us not returning the evidence to you
- F12. If you have requested your evidence be returned by special delivery, you will need to pay the correct postage to us in advance

Section G: Initial assessment

Initial assessment

- G1. When we receive a complaint, we will carry out an initial assessment to make sure it meets the conditions explained in this document

If the complaint is closed

- G2. We may close a complaint if it does not meet our acceptance criteria in sections B - D
- G3. When we close a complaint, we will explain the reasons for this and may point you to other sources for help and advice

If the complaint is accepted

- G4. The complaint will be allocated to a case assessor who will then attempt to make first contact with both parties, in the first 5 working days to discuss the complaint in greater detail
- G5. If the case assessor asks for more relevant evidence, the person will have 5 working days to provide it
- G6. If any additional requested evidence is not provided, the case assessor may close the case
- G7. If the case assessor decides to continue investigating the complaint, the member will then have up to 10 working days to provide their complaint response and all their relevant evidence. The member must not include any claim for costs to prepare responses to the complaint (see F5 above)
- G8. At our discretion we may extend our timescales for accepting a case, where we consider it appropriate
- G9. We may also decide to continue investigating a case in line with C6 above

If the complaint is resolved before a full response from the member is requested

- G10. When we contact both parties about the complaint, we may discover that a mutual agreement has, or can be, been reached quickly
- G11. If this happens, the complainant will be asked to confirm, in writing, that they are satisfied with the agreed solution. The complaint will then progress to a proposed early resolution or closed, if already resolved

If there are concerns which were either not in the consumers complaint letter or complaint form

- G12. We reserve the right to inform the member that we will expect the issues to be dealt with and will include them in our process
- G13. These are likely to be:
- G13.1 more serious breaches of consumer protection regulations
 - G13.2 legislation that a consumer is unaware of
 - G13.3 where there is any discrimination that might place an individual at a disadvantage.
This is in line with the Private Rented Sector Code 2015

continued overleaf...

Section G: Initial assessment continued

- G13. A complainant will be unable to:
- raise new issues or substantially change their position during our complaint process if the member has not had a chance to respond
 - repeatedly raise the same complaint with us if it has previously been considered

Section H: Early resolution

- H1. Once all the evidence has been received from each party, the case assessor will have up to 15 working days to:
- H1.1 attempt to discuss the complaint in detail with each party
 - H1.2 understand both parties' positions
 - H1.3 propose a solution for resolving the complaint early
- H2. When proposing an early resolution, the case assessor may include:
- H2.1 a meaningful apology
 - H2.2 an explanation
 - H2.3 practical action to minimise any loss
 - H2.4 repayment of actual loss and/or costs you have incurred
 - H2.5 a payment, where appropriate, for distress and inconvenience
 - H2.6 other appropriate action suggested by the complainant or decided by us
- H3. If both parties accept the case assessor's proposal, they must tell us within the given timescale. Once accepted this becomes our final decision, in full and final settlement
- H4. At our discretion we may extend our timescales for accepting the proposal, where we consider it appropriate
- H5. If either party disagree with the proposal, the complaint may proceed to the next stage
- H6. At our discretion, the complaint will not proceed to the next stage where we are satisfied that:
- H6.1 the proposed early resolution was agreed after detailed discussions with both parties
 - H6.2 one of the parties may be frustrating the process and progressing the case would not lead to a decision improving the early resolution proposed
- H7. An early resolution proposal is the informal stage of our process, facilitated by negotiation. If the complaint proceeds to the next stage, the formal decision made by a case officer. This decision is an independent assessment of the facts, and the result may be more or less than what was offered at the early resolution stage

Section I: Default decision process

When we make a default decision

11. If the member provided no response and no evidence in the given timescale, we will advise both parties that the complaint is progressing to a case officer. A default decision will then be made solely based on the evidence from the person who raised the complaint. A default decision will not be made where the member has made some effort to engage with the process
12. The member will be required to pay us the published complaint fee even if they are an enhanced member
13. If the member provides a late response and/or evidence after the given timescale, the case officer may consider it when making a decision, at their discretion. The decision will remain a default, as the member's response was outside the given timescale
14. The default decision will be sent to both parties:
 - 14.1 only the complainant has 10 working days to accept it or request a review if they believe there was an error or fact, law or administration
 - 14.2 the member has no right to raise a review request
15. If a review request is made then it will be sent to the member who can provide their comments
16. At our discretion, during this part of our process, we may extend our timescales where we consider it appropriate

If the default decision is accepted

17. If the complainant accepts the default decision this becomes our final decision, in full and final settlement
18. The case will move to the compliance stage of our process

Section J: The proposed decision

- J1. Where the member has provided a response and evidence, and early resolution has been unsuccessful, the complaint will be allocated to a case officer to make a proposed decision
- J2. Case officers will not engage directly with the parties other than to request any information that would help them make a fairer decision
- J3. The proposed decision will be made based on all information received from both parties
- J4. We aim to send the proposed decision to both parties within 20 working days of them being told that the complaint is progressing. However, at times, we receive large volumes of complaints, or particularly complex complaints which take time to investigate, so this is not always possible
- J5. Both parties each then have 10 working days to accept it, or request a review if they believe there was an error of fact, law or administration (see Section K2 and K3 below)
- J6. If a complainant rejects a proposed decision, or does not respond in the given timescale, the complaint will be closed
- J7. The proposed decision will become a final decision, in full and final settlement, if accepted by the complainant and the member does not request a review or their request is rejected
- J8. The case officer may close the case if:
 - J8.1 the parties have settled the complaint before a decision is made
 - J8.2 in their opinion the complaints made fall outside our authority

Section K: Review requests

Making a review request

- K1. Either party can request a review within 10 working days of receiving a proposed decision
- K2. The party requesting the review must explain clearly why they believe there has been an error in fact, law or an administrative mistake, which would materially change the decision
- K3. The party requesting the review will be unable to provide more evidence at this point, unless we specifically ask for it, in the interest of fairness
- K4. We will not accept a review request:
 - K4.1 where a party just disagrees with the amount awarded - there would need to be evidence that this was the result of an error in fact, law or an administrative mistake in the decision
 - K4.2 from a member where a *default* decision was made

If a review request is rejected

- K5. We will explain why the request has been rejected and the decision will then become the final decision, in full and final settlement
- K6. If the complainant requested the review, they then have 5 working days to confirm whether they accept or reject the final decision
- K7. If the complainant accepts the final decision, including where a member's review request has been rejected, the case will move to our compliance stage
- K8. If the complainant rejects the final decision, the case will be closed, and we will inform the member
- K9. The party making the request will be unable to request another review or ask us to consider any additional evidence
- K10. Neither party has the right to view the other's review request unless the request for the decision to be reviewed has been accepted

If a review request is accepted

- K11. We will confirm this to the party who requested the review
- K12. The review request will be sent to the other party, who will have 5 working days to provide their comments. We will only consider additional evidence, at this point, if it is material to the complaint
- K13. Once the response has been received, or the deadline has passed without response, we will advise both parties that the case is proceeding to the final decision stage

Section L: Final decisions

- L1. The final decision will consider the proposed or default decision, the accepted review request(s) and any response(s) received
 - L1.1 The only points the final decision will deal with are those that we have accepted as potentially having an error in fact, law or administration, that would materially change the decision
 - L1.2 The final decision will confirm any other points in the review request that we were unable to accept
 - L1.3 We aim to send the final decision to both parties within 20 working days of them being told that the complaint is progressing. However, at times, we receive large volumes of complaints, or particularly complex complaints which take time to investigate, so this is not always possible
- L2. The final decision will be sent to both parties and will set out:
 - L2.1 a summary of the review request(s) and any response(s)
 - L2.2 the reasons, if any, for amending the decision
 - L2.3 any remedy required from the member, financial or non-financial
- L3. The complainant will then have 10 working days to tell us if they accept the final decision

If the final decision is accepted

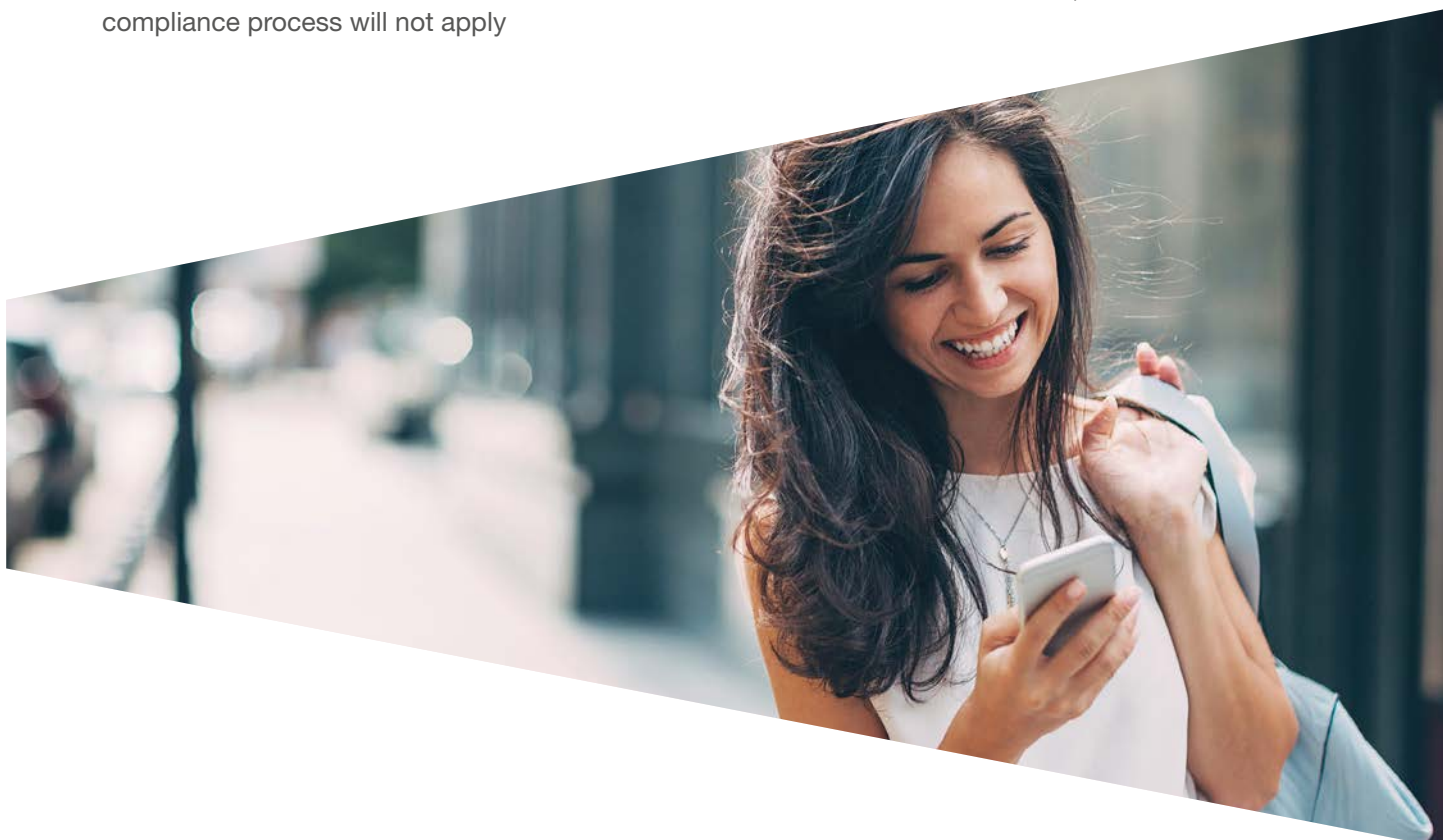
- L5. Once the complainant tells us that they accept the final decision, it becomes binding on the member. No other requests for review will be considered
- L6. The case will move to our compliance stage

If the final decision is rejected

- L7. If the complainant tells us within 10 working days that they do not accept the final decision or does not respond, the case will be closed. We may still report concerns about the member to the appropriate authority
- L8. The complainant will still have the option of taking advice on their position and using the decision as evidence, if appropriate
- L9. At our discretion, and in extenuating circumstances, we may extend our timescales where we consider it appropriate

Section M: Awards

- M1. A proposed, default or final decision may conclude that the complainant should receive an award from the member. This may include, but is not limited to, one or more of the following:
- M1.1 a meaningful apology
 - M1.2 an explanation
 - M1.3 practical action to minimise any loss
 - M1.4 repayment of actual loss and/or costs you have incurred
 - M1.5 a payment, where appropriate, for distress and inconvenience
 - M1.6 other appropriate action suggested by the complainant or decided by us
- M2. See our [Guide to Awards](#), in the Resources 'guides' section of our website, which sets out how we calculate financial awards
- M3. We will also consider whether the complainant contributed to the loss
- M4. We will consider whether the complainant is an average, vulnerable or an informed consumer. This may affect the amount of compensation we award
- M5. The maximum amount of compensation we can award is £25,000 (see D1.12)
- M6. We may award more compensation than the complainant claimed if the evidence supports it, not exceeding the maximum amount
- M7. The case will be closed when a decision which has become final makes no award, and our compliance process will not apply



Section N: Compliance

- N1. Members are expected to comply with agreed early resolutions and proposed, default or final decisions within 10 working days
- N2. The compliance officer will have the final decision on whether the member has complied
- N3. The parties may agree between themselves to an alternative timescale for compliance and our compliance officer will take this into account. The complainant does not have to accept longer than 10 working days for the member to comply
- N4. If members do not comply, the case will progress to our disciplinary stage. More information can be found in the resources 'guides' section on our website:
 - N3.1 Section G of our [Terms of Reference](#)
 - N3.1 Our guide to [Complying with our decisions](#)



Contact Us

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Department for Levelling Up,
Housing & Communities

**NATIONAL
TRADING
STANDARDS**
Estate Agency Team
Protecting Consumers
Safeguarding Businesses

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