

## **The complaint**

X's complaint is about a decision Great Lakes Insurance SE ('ZD') relied on by The Dispute Service ('TDS') in relation to a Zero Deposit Guarantee X entered into with ZD.

X says it was unreasonable for ZD to rely on the decision reached by the TDS and feels the decision was wrong.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I can't consider complaints about decisions reached by the TDS. This is not an activity or a regulated financial business that falls within the Financial Ombudsman Service's remit. I can only look at whether ZD did something wrong by relying on the decision of the TDS.
- ZD's guarantee says they are entitled to review a dispute that X didn't pay their rent and if they review and propose a settlement and X doesn't agree, they can refer that to their expert evaluation partner. In this case that was TDS. TDS considered the dispute between X and his landlord and determined that £1567.38 was owed by X under the guarantee for various issues including damage to the roof for failing to report this to the landlord promptly, repairs to the décor, the disposal of a trampoline and outstanding rent. ZD based their decision about what X should pay on these findings.
- I realise X is unhappy with the way in which TDS reached their findings and the evidence they based this on but in the absence of any submissions by X that makes me think that the conclusions reached by TDS were obviously wrong or based on factual mistakes, I don't think it was unfair for ZD to rely on them. The fact that TDS relied on a check in and check out report as well as the tenancy agreement is not in my view supportive of the fact that the conclusions, they reached were obviously wrong or based on factual mistakes, such that ZD should have looked behind their decision or done something differently.
- As the investigator said, ZD should consider any further evidence X provides to support his position but from what I've seen X has not provided anything further beyond his complaint that those findings were wrong and that the way in which TDS considered that evidence was unreasonable. As such I don't think ZD need to do anything further.

**My final decision**

For the reasons set out above, I don't uphold X's complaint against Great Lakes Insurance SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 23 October 2024.

Lale Hussein-Venn  
**Ombudsman**