

The complaint

Mr N, Mr N1 and Ms N are unhappy with what Global Property Ventures Limited (GPV) did after a claim was on a rent deposit guarantee policy they'd taken out.

Although the complaint involves all three complainants, as it's been brought to our service by Mr N I'll mainly refer to him in this decision.

What happened

Mr N, Mr N1 and Ms N took out a rent deposition guarantee policy though GPV (insured by a different business) when agreeing the tenancy of a property. Last year the tenancy ended. Their landlord claimed on the guarantee for losses mainly relating to gardening, cleaning and damage. The claim was referred to a dispute resolution service (TDS) which made an award for some of those losses.

GPV contacted Mr N in April 2024 to inform him of the outcome and discuss payment. Mr N didn't agree with the TDS decision and had a number of calls with GPV about this. In mid-May GPV suggested Mr N let it know what points in the report he disagreed with. Mr N did so the following day. GPV didn't respond to that email. On 21 May Mr N said he would make the payment (I understand he then did so). He subsequently raised further concerns about the customer service GPV had provided including a failure to respond to emails, promised call backs not taking place and requested information not being provided.

GPV issued a final response to his complaint in September 2024. It didn't identify any error of fact or law in the TDS decision and said it wasn't able overturn this. However, it accepted Mr N had raised a number of concerns which weren't fully addressed. It offered to pay £200 in recognition of the inconvenience that caused.

Our investigator didn't think GPV did anything wrong in contacting Mr N following the TDS decision. And he didn't think the level of contact it made was unreasonable. He didn't consider there were grounds to ask GPV to repay the amount paid for the guarantee policy as the service it offered had been provided.

But he agreed there had been customer service failings in GPV's contact with Mr N (and the other tenants); for example queries hadn't been addressed and call backs weren't provided. The response to his complaint had been delayed and contact details for our service weren't provided (despite being requested) until the final response was issued. However, he thought the £200 GPV had offered did enough to recognise the impact of that.

Mr N didn't agree. In summary he said:

- He didn't think we'd properly considered the most important issue; an email from GPV where it agreed to negotiate over the amount he owed but then didn't do so.
- He'd reviewed our guidance on distress and inconvenience (and the examples provided). That referenced an award being justified where there was frustration and annoyance beyond what you might expect from day-to-day life.

- In this case there had been multiple errors by GPV which had caused considerable stress and inconvenience. He didn't think the compensation it had offered was sufficient. He thought this should fall within the 'up to £700' bracket on our website.

So I need to reach a final 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.

I appreciate Mr N disagrees with the outcome reached by the TDS. As our investigator explained that isn't something we're considering. That's because that organisation isn't one our rules allow us to consider a complaint against. However, the guarantee policy says GPV is "*your agent in relation to arranging and assisting in the performance and administration of this Guarantee*". "*Your*" is defined as "*each tenant as shows on the Schedule*". So I can consider the complaint Mr N has made about the customer service GPV provided following the TDS decision.

I've reviewed the contact notes from the time. It does appear that some of the calls between Mr N and GPV were challenging; Mr N acknowledged when he contacted GPV he had treated it "*disrespectfully*" and believed he was entitled to "*deeply disrespect your organisation*". Given that I don't think it was unreasonable GPV decided to limit contact with Mr N to email only.

However, it's also not in dispute there were failings in how GPV dealt with the issues Mr N was raising. In particular GPV did suggest he review the TDS report and advise what he was unhappy with. I don't think it agreed to negotiate with him on these points but I think Mr N had a perfectly reasonable explanation that, having provided his comments (which he did the following day), GPV would provide a response to what he'd said. But that didn't happen.

And there were also occasions when Mr N didn't receive call backs as promised or wasn't given information he'd requested (including contact details for our service). I can also see the response to his complaint wasn't provided within the eight week timeframe required by the relevant rules (the Dispute Resolution Rules or DISP).

I've gone on to consider the impact of that on Mr N and the other tenants. I agree that does go beyond the frustration and annoyance you might expect from day-to-day life. And so a financial remedy is appropriate. But I've also taken into account that the initial failings took place over a relatively short period rather than lasting for many weeks or months. In addition when GPV responded to the complaint it confirmed no error of fact or law had been found with the TDS report. So, while an earlier response would have clarified matters for Mr N, it wouldn't have changed the position on the outstanding debt. And while I accept there were a number of failings by GPV it's not the existence of a failing in itself that gives rise to the need for compensation but the impact of that on the complainant.

I've reviewed the comments Mr N has made on that. He's referenced an issue relating to credit files but says that doesn't form part of this complaint. And while he says there was considerable stress and inconvenience caused by what GPV got wrong he hasn't provided further details of that. But, from what he has said, I think it's fair to say at least some of that results from his unhappiness with the decision the TDS reached on the claim against him. And that isn't something I'm considering. I have taken into account that the complaint involves all three tenants and, while Mr N was mainly in touch with GPV, Mr N1 also had

contact with it in the relevant period. But having carefully considered the impact on all three tenants of what GPV got wrong I think the £200 it has already offered is a reasonable way of recognising the distress and inconvenience that caused them.

My final decision

Global Property Ventures Limited has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Global Property Ventures Limited should pay Mr N, Mr N1 and Ms N a total of £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N, Mr N1 and Ms N to accept or reject my decision before 6 May 2025.

James Park
Ombudsman