

Richard Denton  
4 Barn Croft Drive  
Lower Earley  
Reading  
RG6 3WE

25<sup>th</sup> October 2010

Ref: Carsons Estate Agents, Earley

Dear sir /madam,

Carsons estate agents have been acting on my behalf for over a year now. Around mid October 2009, [REDACTED] walked into the Earley offices and made an offer on my house. The agent at that branch assured me that Mr [REDACTED] offer was genuine, and that I should accept the offer. I was also advised that Mr [REDACTED] was a cash buyer. I eventually agreed, and further agreed to move out on 6<sup>th</sup> November 2009. However, near to that date it became apparent that the cash buyer was having delays with moving his money from an off shore account. The gentleman working for Carsons, Christian, advised me that 'a condition of the sale', as he put it, was for me to move out on the originally agreed date, but that Mr [REDACTED] would not complete until about a week later. I was immensely concerned about this. I have always heard that you do not hand over the keys to your house until the sale is completed. Christian pushed the point that moving out on 6<sup>th</sup> November was a condition of the sale. I advised that I was not comfortable to continue on these terms.

The next day Christian phoned. He advised that Carsons had a lettings arm and that they could draw up a tenancy agreement. This made sense as I would have some protection. On the day though when I went to the Carsons offices to sign this document, I was presented with an A4 sheet of paper, signed by Mr [REDACTED], that basically had just two sentences written on it. I felt backed into a corner. Christian again advised that I should sign the document and continue per his advice. This has turned out to be the biggest mistake I could have made.

The next day I moved all of my possessions out of the house. Christian had originally asked that I bring the house keys to him for 12 noon. I phoned just before then asking if this could be moved back to 1pm. Near to 1pm I asked for 2pm. In the end I dropped my house keys off with Christian at 3pm, 6<sup>th</sup> November 2009.

On Monday 11<sup>th</sup> October I went to Reading County Court to ask them to evict Mr [REDACTED]. I am currently living with my cousin's family in Colchester. Rather than the 10 minute drive to work each way, each day, I now have a 5 hour round trip. As part of my evidence submitted to court prior to the hearing, I have included around 300 text messages that Mr [REDACTED] has sent me over this last year. They started early January 2010 after Christian had

given Mr [REDACTED] my mobile phone number so that Mr [REDACTED] could contact me directly for the first time. Up to that point I had seen Mr [REDACTED] once, at my house, when I was showing him around in October 2009. This first text message makes it clear that Mr [REDACTED] is introducing himself; and that he would like to meet, and that he now wished to communicate directly rather than through Christian.

On Friday 22<sup>nd</sup> October 2010, I asked the now branch manager at the Earley office of Carsons if his estate agency would help me as because of my circumstances, I now owe my family £9,500. This is through hotel costs, and now travel costs; £20 per day for diesel being cheaper than a hotel. I pointed out Carsons' duty of care, but was advised that Carsons is a part of a big company, and that nothing would happen except for Christian losing his job.

On the Carsons web page, it states

We are regulated by the Ombudsman for Estate Agents and are therefore required to adhere to the code of practice. Our service standards are closely and regularly monitored. We always and only act in our clients best interests, giving you confidence and peace of mind that we will act with integrity and professionalism.

I would ask that this matter be investigated. There is evidence now held by Reading County Court substantiating the contents of this letter. Having had my life massively disrupted, this last year has been awful. My costs are mounting. I wake at 5am every day to travel to work. I get back at 7pm, to go to bed for 9pm, to get up early again the next day. Trust me, this is not much of a life. I must ask for compensation from you as I simply cannot cover these on going costs.

Any correspondence sent to my 'home' address is re-directed to the office I work at, [REDACTED] My mobile phone number is [REDACTED] Naturally I have no home phone number at this time! My couain's address where I am currently staying is [REDACTED], Essex. The two addresses given are 115 miles apart!

I would appreciate a reply within 7 days.

Yours truly,

Richard Denton

cc Property Ombudsman