

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

8<sup>th</sup> November 2010

Dear Mr Mitten,

Your ref: 1116-100323-Denton

Thank you for your letter, and thank you for taking the time to investigate my situation.

My first point of note from your letter is that [REDACTED] the apparent buyer, asked Carsons to write a short term rental agreement on plain A4 paper. Christian had advised me that his company's lettings arm could write this, therefore giving me protection. From your own investigation therefore it is clear that Carsons acted on behalf of the buyer and not the seller, as it was the buyers instructions that were carried out with my request being ignored.

I had been visiting the Carsons branch in Earley to collect the £200 in cash each week up to the end of 2009. Christian had advised me that as the rental was so short term, namely two weeks, it was not worth setting up a direct debit. On 4<sup>th</sup> January 2010 at 2.07pm, [REDACTED] sent me a text message to my mobile phone for the first time. [REDACTED] had clearly asked Christian for my mobile number so that he could make contact with me. This text message, along with a couple of hundred others is currently held by Reading County Court. It reads, 'Richard. Its [REDACTED] (buying your house). With so much tooting and throwing thought it best to cut out the middlemen and just have a quick catch up as to where we our ourselves. Are u around for a quick beer this afternoon or early pm? Regards. [REDACTED]'. These text messages are still on my mobile phone, so I am quite happy to show anyone who may wish to see them.

Having made my point that Christian acted on behalf of the buyer, and having advised you of [REDACTED] first text message to me, sent 2 months after Christian handed him the keys to my house, I must now clarify this last point, that Christian handed [REDACTED] the keys. I believe that Christian has said otherwise and that he has said that I gave the keys directly to [REDACTED]. This would imply that Christian was acting again on behalf of the buyer, and not on behalf of Carsons. Surely any estate agent would ensure that at all times they were involved in direct negotiations, and acting as [REDACTED] says in his text message, the middleman. [REDACTED] made a viewing of my house in October, and I did not see him or have any contact with him again until January, following this first text message where he is clearly introducing himself. I would point out at this point that 6<sup>th</sup> November represents one year since I have been without a home.



Your letter goes on to say that Alun Graham phoned me in January 2010 advising against continuing with the potential sale to [REDACTED]. I explained to Alun my circumstances to that point, and to his credit, Alun immediately advised me that I should put the house back on the market. Following Alun's call, I received a phone call from [REDACTED], or at least a voice message as I had been on the phone to Alun. I would add at this point that [REDACTED] has a pronounced stutter. I had never heard [REDACTED] voice on a phone before, so did not immediately recognise him. A short while later [REDACTED] phoned me again. He explained that following my call to Alun, Alun had clearly spoken to a Director of Carsons who had in turn spoken to Christian. Christian had then phoned [REDACTED], highly concerned about keeping his job. [REDACTED] was therefore following all this up with a phone call to me. After that, I heard from Christian who again advised me that [REDACTED] was genuine, and that I should stick with him as a buyer. Yes therefore Alun advised me to discontinue with [REDACTED], but Carsons, through Christian, were at the same time advising me to stick with the sale through [REDACTED].

I would now ask that Christian comes clean about these circumstances. I am not after his job. I am still in contact with Reading County Court. If the court so wishes, they can ask to see mobile text messages that [REDACTED] sent during this period; that Christian sent, and that I sent. Between October and January, there are none between me and [REDACTED]. [REDACTED] has a stutter as I have mentioned. I am certain therefore that just as [REDACTED] has sent hundreds of text messages to me, [REDACTED] and Christian will have passed many text messages between them as well. Perhaps [REDACTED] thanks Christian for when he collected the keys from him? Perhaps Christian thanks [REDACTED] for the bottle of 'vintage' champagne that [REDACTED] gave him? Looking back of course, is the champagne part of why Christian continued to act on behalf of the buyer? I bumped into Christian in Reading town centre about two weeks after [REDACTED] had mentioned to me that he had given Christian the champagne. Christian advised me that he had drunk the champagne the night before with his girlfriend.

My debts are now around £10k. Over the next week I will seek a 'no win, no fee' solicitor. At some point next week I will engage their services, unless of course we are able to come to an amicable agreement before then. Faced with this debt, engaging a solicitor will cost me no more. If I do not use them, I must continue to bear this debt burden. The choice for me is therefore simple. I am not comfortable with sort of action, but I do not really have a choice. I continue to drive around 5 hours a day to get to and from work. If my bank balance were back in the black, it would allow me to stay locally to my office whilst eviction proceedings continue with [REDACTED] through the court.

Yours sincerely,

Richard Denton

cc The Property Ombudsman, ref: 250/TPO/90551