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Dear Mr Turner

In August 2008, I appointed your Carsons Estate Agency branch in Earley, Reading, to act as my agent in the sale of the above property. I wanted to sell my home. I never wanted to put it up for rental.

I am writing to you concerning what I consider to be an extremely serious matter arising from that agency agreement and related events.

On the express recommendation of Carsons, I allowed a purchaser introduced by Carsons, to move into the property two weeks prior to a promised completion. I was immensely uncomfortable with this. Carsons guaranteed that I would be protected.

Carsons/Countrywide have subsequently described the purchaser as a “**con-artist**” and have lied about the origin of the so-called **lettings agreement** that was supposed to protect me. The guarantee that my interests would be protected turned out to be worthless. The lettings agreement was so hopelessly defective that it left me wide-open to the horrendous events that subsequently transpired and resulted in my “**terrible ordeal**”.

The activities of the “**con-artist**” were described in a Carsons letter dated 13 August 2010, as being “**immoral and indeed illegal**”. Carsons/Countrywide managers recommended that I call in the police and I may do so in due course, if Carsons/Countrywide releases all of the key information still being withheld from me.

**Unfortunately, the “con-artist” was aided and abetted by Carsons, hopefully not as a deliberate act involving a criminal conspiracy, but due to gross negligence by a Carsons employee who recommended the pre-completion temporary rental and the associated lettings agreement. He was personally rewarded by the “con-artist” with a valuable gift.**

Once the “**con-artist**” took possession of the property on the basis of the hopelessly defective lettings agreement, the damage was done and it was always going to take a long time to evict him.

**Rather than coming clean about the origin of the lettings agreement, Carsons/Countrywide has engaged in a long drawn out cover-up, compounded by multiple breaches of the Data Protection Act for which the Information Commissioners Office has already admonished Countywide.**

**The determination to cover-up the truth has been such that Countrywide held back for nearly a year, the release of 160 pages of information, to which I was legally entitled, and is still holding back crucial information.**

The main purpose of this letter is to respectfully seek your personal intervention to bring the cover-up to an end and for Countrywide to accept responsibility for what has happened to me as a consequence of the hopelessly defective lettings agreement.

The Carsons employee who pressed me to agree to the temporary rental and guaranteed that my interests would be safeguarded has **admitted** being personally rewarded by the "con-artist".

I know for certain, and can prove it, that some employees have been less than candid in relation to the key document – the defective lettings agreement. False information has been given to me.

#### **CHAIN OF EVENTS LEADING TO THE "TEMPORARY" RENTAL**

In August 2008, I instructed your subsidiary, Carsons Estate Agents, to act as agents for the sale of the above property. I stress again that it was never put on the market as a property available for rental.

In October 2009, I accepted a purchase offer made through a Carsons sales negotiator, Mr. Christian Wicks.

When it appeared that the deal might collapse due to a claimed delay in purchase funds arriving in the UK, Mr Wicks recommended that I allow the "purchaser", Mr ██████████ to move into the property on a short term basis (two weeks at the most) pending arrival of the purchase funds.

I immediately raised objections, but was assured and reassured by Mr Wicks that Carsons letting experts could and would draw up an agreement to fully protect my interests. This resulted in the defective lettings agreement. Furthermore, contrary to the advice published on your own websites about lettings, no references or credit check was made on Mr. ██████████. All caution was for some reason thrown to the wind.

It soon became apparent that the promises and assurances given by Mr. ██████████ were worthless. This is the gentleman subsequently described by Carsons/Countrywide as **"a very good and effective 'con artist'."**

It then took me over a year to regain occupancy of the property through the courts and I am heavily out of pocket due to Mr [REDACTED] and the gross negligence of Carsons, which made his "immoral and indeed illegal" activities possible.

Following claimed thorough investigations by your senior managers, I have been given in writing, three totally different, incompatible explanations for the provenance of the hopelessly defective lettings agreement furnished by Carsons. I have obtained a fourth explanation in testimony from Mr Wicks.

In my view, one such explanation – that I dictated the lettings agreement over the phone to a Carsons employee - is so preposterous and patently false - that the director who used it in his written response to my complaint, must have known that this was the case.

### **RECOMMENDATION TO CALL IN THE POLICE**

A Carsons letter of 13 August 2010 contained the following: "**....it is my recommendation that you involve the police**".

An email from Carsons on 20 August 2010 at 16.21pm contained the following sentence: "**I really do suggest that you contact the police and make them aware of what [REDACTED] has done**".

The following extracts are taken from a Carsons letter dated 4 November 2010:

From last sentence of third paragraph on first page

***What is evident is that Mr [REDACTED] is very good at convincing people to participate in what can only be described, in my opinion, as illegal dealings.***

From middle sentence last paragraph on first page

***I have documented evidence confirming that we felt that the police should have been informed and that we would support you in any way possible.***

First sentence from second paragraph of page two

***I have the deepest sympathy for your situation as it would appear that we have been dealing with, what can only be described as a very good and effective 'con artist'.***

From Carsons letter dated 16 November 2010

***Having checked the file, I can see that Alun Graham has requested that the property be put back on the market on several occasions, in addition to requesting that the police get involved.***

With regards to the advice about calling in the police and putting the property back on the market, all of this was too late. It amounted to trying to shut the stable door after the horse had bolted. Once Mr. ██████ gained entry under a hopelessly flawed agreement, it was as, as I have indicated, always going to take a long time to have him evicted through the courts.

## **ORIGIN OF THE "LETTINGS AGREEMENT"**

The key instrument in allowing the "con-artist" to gain possession of my home under what Carsons contend were false pretenses, was the horrendously defective "lettings agreement" **dated 9 November 2009**.

Carsons/Countrywide conjured it up in an act of gross negligence, possibly in collusion with the "con-artist", bearing in mind that the Carsons negotiator involved was personally rewarded by the "con-artist" with a bottle of vintage champagne. (See Carsons letter to me of 16 November 2010)

To date, following my lodging of a formal complaint, Carsons/Countrywide have provided no less than **three different accounts as to the origination of the lettings agreement**.

## **FIRST ACCOUNT**

Alun Graham letter of **13 August 2010** states:

***"I have looked into this case very seriously and would like to point out that we were asked by yourself and Mr ██████ to put the tenancy agreement together however, it was made clear that this was not a formal contract and nothing to do with Carsons or Carsons Lettings."***

**(My underlining)**

## **SECOND ACCOUNT**

Russell Mitten letter of **4 November 2010** reporting after he had "an opportunity to thoroughly investigate this matter", states in reference to the lettings agreement:

***Mr ██████ asked us to type up on plain paper an agreement between both parties for him to take possession of the property.***

## **THIRD ACCOUNT**

In his letter dated **10 February 2011**, Mr Steve Annells provided a third account.

***You still asked for the paperwork to be prepared and Mr Munday said that you can make use of our paper and printing facilities in order to do so. He says that you dictated the wording of the agreement to him over the telephone.***

This explanation is so obviously contrived and preposterous that frankly it is an insult to the intelligence of the reader.

Mr Munday is not telling the truth. I most definitely did not dictate any such agreement over the phone, or in any form whatsoever.

#### **FOURTH ACCOUNT**

The signed Witness Statement of Mr Wicks given to Reading Court provides a fourth explanation. According to his testimony on that occasion, there was no written lettings agreement, but instead, "*an oral tenancy*" agreed between Mr [REDACTED] and me. This version of "the facts" is another falsehood bearing in mind the existence of the defective lettings agreement described by Carsons, following the thorough investigation, as "paperwork". Mr Wicks provided the statement to Reading Court as part of my work to evict Mr [REDACTED]

It is notable that in my email to Carsons dated 17 August 2010, I stated in reference to the lettings agreement: "*I only agreed on the basis of a rental agreement being drawn up by Carsons so that I had legal protection.*"

In none of the flurry of emails I received at that time from Carsons was there any challenge to the veracity of this statement. There would have been an outcry if what I stated was untrue and in fact there was no lettings agreement, or one that I had drafted.

Under the circumstances, the various alternative, false explanations provided by Carsons, are an affront to integrity.

#### **THE FALSE CLAIM THAT CARSONS WERE NOT LETTINGS AGENTS**

Mr Steve Annells stated in his letter dated 10 February 2011, "*Christian replayed Mr [REDACTED] request to you, whilst advising you that we were not lettings agents.*"

Yet in a Carsons letter dated 13 August 2010 Alun Graham stated in the first sentence of the first paragraph:

***Thank you for your email, I have looked into this case very seriously and would like to point out that we were asked by yourself and Mr [REDACTED] to put the tenancy agreement together however, it was made clear that this was not a formal contract and nothing to do with Carsons or Carsons Lettings.***

Mr Graham was the Carsons branch manager and it is clear from what he said that contrary to the assertion by Mr Annells, Carsons was operating a

lettings service, which is in accordance with what I was told at the time, what I stated in writing at the time, and my recollections of the advertising blurb on the Carsons website, which still says to this day:

*Tenants Letting Agent Services*

*As part of the UK's largest network of letting agents, Carsons have a great selection of properties available to rent to fit your circumstances. Whether you are looking for a city centre flat, or detached home, we can help you find your next move.*

*We help hundreds of tenants to find their perfect property, providing all of the rental services you will need when moving home. Not only will we proactively search for your next home based on your requirements, we can also accompany you on viewings to make sure that we find the right property for you.*

*Thousands of properties listed*

*All properties comply with safety legislation*

*Tenancy deposits held in client account*

*Proactive home search*

*Inventory management*

*To make sure that you are **protected for every eventuality**, we can also provide you with tenants insurance that includes a range of options specific to your current situation.*

It is also confirmed on an Internet archive facility that Carsons was operating a comprehensive property lettings service at the relevant time. In other words, Carsons did have lettings experience and expertise, exactly as claimed by Mr Wicks, but for some reason, it was not used.

Furthermore, in his letter to me dated 16 November 2010, Mr Mitten stated in the first sentence of the second paragraph:

*As previously stated, the rental agreement was between yourself and Mr [REDACTED], this was never typed on Carsons paper and indeed was not a Carsons letting agreement.*

*It was your choice to sign the document...*

The implication being that there was a standard Carsons letting agreement in use at that time which should have been used in my case to protect me against the "con-artist".

The claim by Mr Annells that **we were not lettings agents** is clearly untrue.

Note also that Mr Mitten said it was your choice to "sign the document". That was a reference to the lettings agreement Carsons/Countrywide is desperately trying to distance itself from. Yet in the signed Witness Statement

supplied to Reading Court, Mr Wicks testified that there was only an oral tenancy.

The Del-boy type ducking and diving over the origin of the lettings agreement brings to mind the immortal lines of Walter Scott: ***"Oh! What a tangled web we weave when first we practice to deceive!"***

The written statements obtained from Carsons/Countrywide employees, deliberately withheld from me for the last year, despite my SAR application, almost certainly contain information relevant to untangling the web of deceit surrounding the origin of the lettings agreement. As matters stand, that agreement appears to spontaneously pop in and out of existence in line with the many-worlds interpretation of quantum mechanics.

### **SAR APPLICATION UNDER THE DATA PROTECTION ACT**

I made a SAR application to Carsons/Countrywide in February 2011.

By that time, Carsons/Countrywide had supposedly already carried out two investigations, described as ***"a full investigation"***(Shaun Manzi letter dated 26/10/2010) and a pledge to ***"thoroughly investigate this matter"***(a Russell Mitten letter dated 4 November 2010). A further letter from Mr Mitten dated 16 November 2010 stated that he had ***reinvestigated the points*** I had raised. I also received a letter dated 10 February 2011 from Carsons Managing Director, Steve Annells, claiming he had conducted a ***review of the complaint*** allegedly carried out ***"under the code of Practice and Consumer Guide issued by The Property Ombudsman."*** The said Consumer Guide pledges: ***A free, fair and independent service...***

Unfortunately what actually took place was far removed from being fair and independent. The investigations and subsequent review can best be described as blatantly biased and full of contradictions. A farrago of the truth masquerading as being fair and independent, with the findings conveyed to me clearly motivated by the self-interest of Carsons/Countrywide.

Let me provide an example. In the handwritten draft of his letter dated 10 February 2011, MrAnnells stated in the first paragraph on page 2:

*You acknowledge, in an email dated 17/8/10 that "In all fairness, ... you have said from very early on to back away from the deal."*

It is notable that this comment and extract did not appear in the letter actually sent. No doubt because its inclusion would have drawn attention to the second paragraph of my email, which included the following comment:

*I only agreed on the basis of a rental agreement drawn up by Carsons so that I had legal protection. I was concerned when I arrived at what is now your office to find that I was presented with an A4 sheet of paper to sign, that Ian [REDACTED] had already signed. I should have backed down then, but felt*

*cornered as the document was already signed by my potential buyer. At this point, I had just completed the removal of all of my furniture from my house. To see a simple agreement on an A4 sheet of paper was a shock.*

As previously indicated, Carsons, did not take issue at the time with my account of what happened.

Given the recommendations of calling in the police, it is inconceivable the investigation, reinvestigation and high-level review, would not have involved assembling all relevant information. Thus it was all to hand from the outset of my SAR application. However, trying to actually extract the information, to which I am legally entitled, has been like pulling teeth.

A year has almost past and as of 1 February 2012, Carsons/Countrywide is still withholding relevant crucially important information, including internal email correspondence and written statements obtained from key employees involved in these matters.

If you request sight of the written communications Countrywide legal department has received from the ICO, you will see for yourself that Countrywide has been admonished for failure to comply with my SAR application (holding back information to which I was entitled) and for failing to supply the requested information within the statutory period of 40 days.

Furthermore, in October 2011, the ICO instructed Countrywide to take remedial measures to ensure that in future, you do comply with your statutory obligations under the Data Protection Act.

On 15 November 2011, the ICO contacted Countrywide legal department again *"to ask what remedial measures the organisation has taken as a result of our recent **adverse assessment.**"*

On 11 January 2012, almost a year after my SAR application and several months after the expiration of the statutory 40-day period, I received 160 additional pages of information. However, the most important information – internal email correspondence and the written statements you have obtained from relevant employees - is still, as previously indicated, being withheld.

On 1 February 2012, even though it is a known fact that relevant crucial documents are still being withheld, Countrywide legal sent me an email indicating: ***"At this time, there does not appear to be any other documents that should be disclosed to you."***

Note the unwillingness to say that Carsons/Countrywide has now supplied all relevant information in response to my SAR application. I can only guess that your legal advisors are waiting to see whether I will take the matter up again with the ICO, and if so, what the ICO would have to say. In fact, I have raised the matter with the ICO and await their further response/intervention.



Bearing in mind that the written statements from relevant employees were obtained in response to my complaint and are being relied upon in rejecting my complaint, but without allowing me to see what was actually stated in the written statements, I would respectfully ask you to intervene immediately and let me have copies of the written statements. I would also like to see the internal email correspondence.

I am sure you will understand that in view of the machinations I have set out above, I am more than suspicious that information in the written statements does not match with the account given to me as the claimed outcome of the investigations and review. In other words conflicting information, which would expose the truth, is being hidden: the classic ingredients of a cover-up.

If you are not willing to intervene, then I will have to conclude that the most senior management of Countrywide has given its blessing to a cover-up.

Senior managers and directors have repeatedly expressed deepest sympathy for what for what Mr Mitten correctly described as my "**terrible ordeal**".

I was an innocent party relying on the recommendation, expertise and competence of Carson's/Countrywide. I felt safer in dealing with a major national chain rather than a small independent local estate agent.

It is true, as Carson/Countrywide has stated, that it received no income from the intended temporary rental agreement. However, this conveniently forgets that Carson/Countrywide employees were also apparently taken in by the "**con-artist**" and supplied the lettings agreement in the erroneous belief that it would result in a sale of the property two weeks later, with Carsons/Countrywide being richly rewarded as my agent in the sale.

It was proposed by Carsons/Countrywide that the matter be referred to The Property Ombudsman as an independent party. It turned out that The Property Ombudsman is not in fact independent and in any event, does not deal with complaints arising from a letting. I have no objection in principle to genuinely independent mediation or arbitration.

I have sent this letter by certified mail, because I want to place it on the record that these matters have been brought to your personal attention.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Richard Denton', with a stylized flourish at the end.

Richard Denton

PS. If you do decide to intervene, please ask to see the complete file including my correspondence with your legal department.