
Final Decision

30 September 2025

Introduction

In 2020 Mr [REDACTED] and Ms [REDACTED] instructed Charles Fraser & Co ('the firm') to act for them in the purchase of a property, which completed in early 2021 [REDACTED]

In my Provisional Decision dated 1 August 2025, I found that the standard of service provided to Mr [REDACTED] and Ms [REDACTED] by the firm was unreasonable, and that they should pay them £25,500 to remedy this. I attach a copy of the 1 August Provisional Decision. This was in relation to the following complaint:

- 1. The firm failed to verify the seller's solicitor's assertion that they could park their cars immediately outside the property.**
- 2. The firm failed to advise Mr [REDACTED] and Ms [REDACTED] that there was no legal right to park outside of their property.**

In their 6 August email in response to the 1 August Provisional Decision, the firm have explained their reasons for strongly disagreeing with my findings on both their service and the proposed remedy.

In their 7 August email, Mr [REDACTED] and Ms [REDACTED] have said that they don't agree with the proposed remedy which is that that they should only be awarded 50% of what I consider is a reasonable estimate of their financial loss. However, they do not have any further information to offer in support of a challenge to this, so to bring this matter to a close, they would reluctantly accept the proposed remedy of £25,500.

Having reviewed all the comments received on the 1 August Provisional Decision, my view on the firm's service and the appropriate remedy remains as set out in the 1 August Provisional Decision: their service was unreasonable, and they should pay Mr [REDACTED] and Ms [REDACTED] £25,500 to remedy this. This letter, along with the 1 August Provisional Decision, make up my Final Decision.

The parties' comments on the 1 August Provisional Decision raise some important points that I want to deal with in this decision. Although they do not change my view

on this complaint, it is important I explain why. I have not responded to every comment made by them, but I have considered them all. I will focus, however, on the most significant points that they have raised.

The firm have made some comments that refer to the specific issues of complaint and the remedy and are dealt with in the relevant sections below. They have also made some more general comments, which I will address here.

The firm have said that as I made a second Provisional Decision (so there have been three views on the remedy, one in the Case Decision, also in the first and second Provisional Decisions) this:

'...perfectly demonstrates why the issues raised by Mr [REDACTED] and Ms [REDACTED] should have been treated as allegations of negligence from the outset and considered by the Courts in the normal way. There are some complex legal issues which have never been properly considered and the evidence put forward by the claimants has never been properly tested.'

The Legal Ombudsman can investigate complaints which allege professional negligence. However, our role is not to decide whether a service provider has been negligent, as only a court can make that decision. Instead we consider the complaint and any remedy by reference to what is *'fair and reasonable in all the circumstances of the case'* ([Section 137\(1\) Legal Services Act 2007](#)).

Also, our ability to investigate these complaints is inferred by [Section 137\(5\) Legal Services Act 2007](#) which states that: *'the power of the ombudsman [to direct a remedy] is not confined to cases where the complainant may have a cause of action against the respondent for negligence'*.

The Case Decision, the 24 June Provisional Decision, and the 1 August Provisional Decision all agreed that the firm's service was unreasonable. Where they differed was the remedy proposed to address that unreasonable service.

The Case Decision proposed a remedy based on the full financial loss to Mr [REDACTED] and Ms [REDACTED] and a part refund of costs (£50,238.50), which I did not consider was supported by the evidence available at that time. The 24 June Provisional Decision therefore proposed a remedy of £2,000, to address only the emotional impact on the unreasonable service.

In response, Mr [REDACTED] and Ms [REDACTED] provided further evidence (which I attached to the 1 August Provisional Decision) that persuaded me that there was a financial loss that should be remedied, and I proposed a total remedy of £25,500. I explained at some length in the 1 August Provisional Decision why I considered that remedy to be fair and reasonable in the circumstances, based on 50% of the likely

diminution in value of the property, due to the firm's failure to advise on the lack of entitlement to parking outside the property.

Had I considered that it was not possible to reach a fair and reasonable view on the firm's service and/or remedy, I could have considered dismissing the complaint on the grounds that it would be better suited to court action. However, I did not consider that was necessary as I can make a fair decision on the available evidence. Previously, my colleague [REDACTED] had considered the firm's challenge to our investigation on the basis that the complaint was better suited to court action but had rejected it in his 29 January 2025 decision.

As I explained in the 1 August Provisional Decision, my role as an ombudsman is to determine a complaint by reference to what is fair and reasonable in all the circumstances of the case. When determining what is 'fair and reasonable', I am expected to consider (but I am not bound by) what decision a court might make, relevant regulatory rules and what I consider to be good practice. I have taken such factors into account, and the decision that I set out below, is what I consider to be fair and reasonable in all the circumstances of this case.

Conclusions

1. The firm failed to verify the seller's solicitor's assertion that they could park their cars immediately outside the property.

- 1.1 In the 1 August Provisional Decision, I explained that I had found the firm's service was unreasonable because although they made some enquiries regarding the parking arrangements, they failed to check with the seller's solicitors their assertion that Mr [REDACTED] and Ms [REDACTED] could park their cars immediately outside their property.
- 1.2 In their 7 December 2020 letter, the firm asked the sellers' solicitors whether the sellers parked on their own land or in a communal area, as they noted there were no rights for parking within the title. The response from the sellers' solicitors on 21 December was: *'the sellers park immediately outside the property. This is in a communal area but assigned to this property and used by this property alone'*.
- 1.3 The firm's letter asking this question and the sellers' solicitors' response were sent to Mr [REDACTED] and Miss [REDACTED]. However, there was no clarification as to what the sellers' solicitors' response meant. The firm knew there was no legal entitlement to parking, but then there is a reference to *'communal area'* and parking spaces *'assigned to this property and used by this property alone'*.
- 1.4 The firm have commented in response to the 1 August Provisional Decision that they do not accept that the service provided was unreasonable. They have said

that the information given to Mr [REDACTED] and Ms [REDACTED] concerning the parking was sufficiently explicit for them to realise the right to park at the property was not as clear cut as they might have wished.

1.5 However, it would not have been clear to Mr [REDACTED] and Ms [REDACTED] that the arrangement was only an informal one that could be withdrawn by the landowner [REDACTED] at any time. In addition to the information given by the sellers' solicitors, the estate agent's particulars said the property had parking for two spaces at the front, and the sellers had said in the Property Information Form that there were two spaces at the front of the property.

1.6 Therefore, it would have been reasonable for the firm to have gone back to the sellers' solicitors to ask them what they meant by parking spaces being 'assigned' to the property, and by 'communal areas', to be clear what arrangements the sellers had regarding parking. Therefore, the firm's service was unreasonable because the firm did not check the seller's solicitor's assertion that they could park their cars immediately outside the property.

2. The firm failed to advise Mr [REDACTED] and Ms [REDACTED] that there was no legal right to park outside of their property.

2.1 In the 1 August Provisional Decision, I found that the firm's service was unreasonable because they should have explained to Mr [REDACTED] and Ms [REDACTED] that the sellers' solicitors' response to their enquiry about the parking did not mean they had a legal right to park outside the property.

2.2 As explained in the 1 August Provisional Decision, the sellers' solicitors' response to the firm's enquiry about parking that was received on 21 December 2020 was unclear. They had said that '*the sellers park immediately outside the property. This is in a communal area but assigned to this property and used by this property alone*'.

2.3 The firm should have made further enquiries of the sellers' solicitors and then explained to Mr [REDACTED] and Miss [REDACTED] that there was an informal arrangement between the sellers and [REDACTED] for parking that could be withdrawn at any time, and there was no legal entitlement to the parking spaces.

2.4 Mr [REDACTED] and Ms [REDACTED] had understandably assumed the property came with two parking spaces because the estate agent's particulars said that '*to the front of the property is parking for two cars*', and the sellers said in the Property Information Form that there were '*2 parking spaces at the front of the property*'.

2.5 I note that the firm's 11 January 2021 email to Mr [REDACTED] and Ms [REDACTED] attached their 7 December 2020 letter enquiring about parking to the seller's

solicitors, and the seller's solicitors 21 December response, but did not discuss the contents of those letters. Instead they said: *'if you have any queries to raise on their enquiries please let me know'*.

2.6 However, the firm should still have explained what the responses from the sellers' solicitors meant. It would not have been apparent to Mr [REDACTED] and Ms [REDACTED] that the arrangements their sellers had had with [REDACTED] for parking could be withdrawn at any time. Therefore, the firm's service was unreasonable, as they failed to advise Mr [REDACTED] and Ms [REDACTED] that there was no legal right to park outside the property.

Remedy

I explained in the 1 August Provisional Decision in some detail why I had found that there was a financial loss to Mr [REDACTED] and Ms [REDACTED] from the unreasonable service I had identified. This was because it was more likely than not, on balance, that had the firm explained to them that there was no right to parking, and had they confirmed the arrangements with [REDACTED] through the sellers' solicitors, then they most likely would not have purchased the property, or would have sought a reduction in the purchase price to enable parking spaces to be purchased.

As explained in the 1 August Provisional Decision, in 2023 two estate agents put the value of the property without parking spaces at somewhere between £250,000 and £275,000 (one said £275,000 and the other said between £250,000 - £275,000). One of those estate agents revised this in 2025 as between £265,000 - £275,000. That would be a loss of between £40,000 and £65,000, using the actual sale price of £315,000. I think it would be fair, therefore, to take a figure of £50,000 for the diminution value, which is broadly in the middle. This is the same as the cost of the two parking spaces that they were quoted for in 2022.

However, Mr [REDACTED] and Ms [REDACTED] have not yet either purchased one or more parking spaces, or sold the property, so there is still some uncertainty as to what their loss will be. It is unclear when they will sell their property, and the estate agents' valuations indicate that prices have risen since the property was bought in 2021, so may continue to do so. In these circumstances, I don't consider it would be fair for the firm to pay the full £50,000 loss.

For these reasons, I consider that the remedy should be 50% of the £50,000 likely loss in value of the property, so £25,000. This is because I need to ensure that any remedy awarded by our office would not leave them in a better position. There is some uncertainty as to what price Mr [REDACTED] and Ms [REDACTED] may achieve when they finally sell the property (and whether that would be with or without parking). That is why a 50% reduction is fair to both parties.

Regarding other elements of the remedy, I remain of the view that Mr [REDACTED] and Ms [REDACTED] are not entitled to lost rental income, for the reasons explained in the 24 June Provisional Decision.

However, these matters have clearly caused considerable inconvenience and worry to them, so a payment for the emotional impact is appropriate. The financial loss element of the remedy is substantial, £25,000, so a further payment of £500 would be fair to acknowledge the significant emotional impact on them. The problem with the parking has clearly caused considerable upset and inconvenience to Mr [REDACTED] and Ms [REDACTED] since the issue was discovered in 2022, when [REDACTED] stopped allowing parking outside the property.

I don't consider that a cost refund is needed in addition to these remedies, because the financial loss and emotional impact payments would, in my view, be sufficient to remedy the firm's service failings reasonably. Therefore, a total remedy of £25,500 is proposed.

In response to the 1 August Provisional Decision, the firm have said there are real issues here concerning causation and quantum which have not been properly investigated or addressed. They have said that in particular, the valuation evidence proceeds on the false assumption that there are no parking rights, when even at the very least, that is equivocal.

They have said that, arguably, the very fact that Mr [REDACTED] and Ms [REDACTED] have never really challenged the legal basis on which the landowner has purportedly withdrawn the right to park has encouraged the landowner to make ever more unreasonable demands when they seek to negotiate with him. The firm have said that Mr [REDACTED] and Ms [REDACTED] have been far too ready to accept the landowner's assertion that they have no right to park and have justified not challenging the landowner through legal process on the grounds of cost, in the same way that they have not wanted to instigate a negligence claim against the firm.

They have said that Mr [REDACTED] and Ms [REDACTED] have instead thought that the easiest and cheapest route was to seek payment from the firm via a claim to our office, and that is not right as it skirts over the legal issues and accepts the landowner's case at face value.

The firm have said that there are good legal arguments for interpreting the grant of the access right in this case to include an implied right to park. They have said that whilst a right to park is not automatically implied into a right of way, it can and will be when it is essential for the use and enjoyment of an easement having regard to context. They have referred to the authority of *Moncrieff v Jamieson* [2007] UKHL 42 which says a right to park was implied into a right of way to the top of a cliff to access a cottage below.

They have explained that in that case, as in the case of Mr [REDACTED] and Ms [REDACTED] property, the use of a car to get to and from the property and park there must be so obvious as to go without saying, as what would be the point of having the right to drive up to a property on a private estate, with no other public parking nearby, if not to park and stay at the property? They have said that the facts in this case are strikingly similar to those in the *Moncrieff* case.

The firm have also said that they would, therefore, argue that based on good case law there is an implied right to park and so my approach to the valuations (as set out in the 1 August Provisional Decision) is wrong because it is based on the assumption there is no such right. They have said that the real issue which needs to be determined is: what is the diminution in value of the property caused by the need to imply a right to park as opposed to the value of the property where that right is expressly stated?

I appreciate the point being made by the firm. However, the firm are suggesting that instead of seeking a resolution through our office, Mr [REDACTED] and Ms [REDACTED] should take what would most likely be very expensive legal action against [REDACTED], with no guarantee they would win. In the 1 August Provisional Decision I noted that Mr [REDACTED] and Ms [REDACTED] had sought independent legal advice from another firm of solicitors in 2023 to argue an '*implied right to park*', but those solicitors had estimated their costs of doing this were £40,000, with no guarantee of success.

I note that the firm set out the possibility in their 3 October 2022 email of a claim of misrepresentation being made by them against the seller and/or a claim of [REDACTED], for which they would have charged to act (but in the end they were not prepared to act as Mr [REDACTED] and Ms [REDACTED] also had concerns about the firm's advice to them). Instructing a solicitor to act for them in court action against various parties was clearly an option for them. However, so was bringing their complaint about the firm's service to our office.

While the facts of the case referred to by the firm may be similar to those in Mr [REDACTED] and Ms [REDACTED] case, there would always be a risk that their case could be distinguished on its particular facts. Also, there would always be a risk that a significant proportion of the costs of the proceedings would not be recoverable from the opponent, even if successful. Further, such court action could take years to conclude and cause considerable stress and inconvenience to them.

I note that the firm are suggesting that the correct valuation of the loss would be the diminution in value of the property caused by the need to imply a right to park (as opposed to the value of the property where that right is expressly stated). However, the remedy I am proposing is a fair one for the reasons I have explained and is

significantly less than the likely full loss based on diminution in value due to the property having no legal right to two parking spaces.

In these circumstances, I do not consider that it is fair to suggest that Mr [REDACTED] and Ms [REDACTED] should have undertaken expensive, uncertain, lengthy and stressful litigation because the firm did not make appropriate enquiries and advise reasonably at the time of the purchase. Mr [REDACTED] and Ms [REDACTED] are entitled to seek redress against the firm through our office's process for the unreasonable service identified.

Therefore, while it is possible that there is a right to park assumed by case law and so possibly a claim against [REDACTED], there is no guarantee such a claim would succeed. I do not consider that it is fair to expect Mr [REDACTED] and Ms [REDACTED] to take that course of action, when they have an opportunity to seek redress through our office's informal process for the firm's unreasonable service. I remain of the view that the appropriate remedy in this case is £25,500.

Final Decision

Therefore, for the reasons explained above and in the Provisional Decision dated 1 August 2025, my Final Decision is that I find there has been unreasonable service that does require a remedy, and I direct the firm to pay Mr [REDACTED] and Ms [REDACTED] £25,500.

I have asked Mr [REDACTED] and Ms [REDACTED] to let us know what their decision is by **14 October 2025**. We will then let you know whether Mr [REDACTED] has accepted or rejected my decision and what that means for your firm. If the decision is accepted, we will require you to take the actions I have directed within 10 working days of us informing you of their acceptance.

If the remedy includes a financial payment, you will either need to make this within 10 working days, if you are able, or if you need any information from Mr [REDACTED] in order to make the payment e.g. identification, bank details, to have requested this within 10 working days, and then make the payment within 10 working days of the information being received.

[REDACTED]

[REDACTED]

Provisional Decision

1 August 2025

Introduction

In my Provisional Decision dated 24 June 2025 I found that the standard of service provided to Mr [REDACTED] and Ms [REDACTED] by Charles Fraser & Co ('the firm') was unreasonable, and I proposed that they should pay £2,000 for the emotional impact of this on them. [REDACTED]

The complaint was in relation to the firm's service regarding the purchase by Mr [REDACTED] and Ms [REDACTED] of their property, from about November 2020 to January 2021. The two issues of complaint investigated by this office are:

- 1. The firm failed to verify the seller's solicitor's assertion that they could park their cars immediately outside the property.**
- 2. The firm failed to advise Mr [REDACTED] and Ms [REDACTED] that there was no legal right to park outside of their property.**

In response to the Provisional Decision, the firm commented in their 25 June 2025 email that while they would still contest that their service was unreasonable, for their previously given reasons, they are prepared to accept the decision and the level of proposed compensation to bring this complaint to a close.

Mr [REDACTED] and Ms [REDACTED] have not accepted the Provisional Decision's remedy, and have provided their comments in their 6 July 2025 email, as well as some further evidence, which I will address below. I attach a bundle with this further evidence that I will refer to in this decision.

Having considered the parties' comments and further evidence, my view on the remedy has changed. I now consider that the comments and further evidence provided by Mr [REDACTED] and Ms [REDACTED] in response to 24 June Provisional Decision show that they most likely did suffer a financial loss due to the

unreasonable service identified. Therefore, I have made a second Provisional Decision, so that both Mr [REDACTED] and Ms [REDACTED] and the firm can provide further comments before I make a Final Decision.

As I explained in my first Provisional Decision, my role as an ombudsman is to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. When determining what is 'fair and reasonable', I am expected to take into account (but I am not bound by) what decision a court might make, relevant regulatory rules and what I consider to be good practice. I have taken such factors into account, and the decision that I set out below, is what, in my opinion, I consider to be fair and reasonable in all the circumstances of this case.

Conclusions

In my first Provisional Decision, I explained why I had found that the firm's service was unreasonable, and I will repeat those findings below which are unchanged.

1. The firm failed to verify the seller's solicitor's assertion that they could park their cars immediately outside the property.

1.1 The firm were aware that there was no legal entitlement to parking that came with the property, as they asked the sellers' solicitors in their 7 December 2020 letter whether the sellers parked on their own land or in a communal area, as they noted there were no rights for parking within the title. The response from the sellers' solicitors on 21 December was:

'The sellers park immediately outside the property. This is in a communal area but assigned to this property and used by this property alone.'

1.2 The firm's letter asking this question and the sellers' solicitors' response were sent to Mr [REDACTED] and Miss [REDACTED]. However, there was no clarification as to what this actually meant. The firm knew there was no legal entitlement to parking, but then there is a reference to '*communal area*' and parking spaces '*assigned to this property and used by this property alone*'.

1.3 It would have been reasonable for the firm to have made further enquiries of the sellers' solicitors about this arrangement. Had they done so, they would have discovered that this was an informal arrangement and that the '*communal land*' was owned by a third party ([REDACTED]), so this arrangement depended on [REDACTED]

continuing to allow it. There were no parking spaces 'assigned' to the property, just ones the previous owners had used since they moved in in 2006, and [REDACTED] had either agreed they could do that, or had not objected.

1.4 On 17 June 2022 Mr [REDACTED] was told by the 'PA' to [REDACTED] that '*any arrangements with the previous owner were on a private basis*'. On 18 March 2023 one of the previous owners confirmed to Mr [REDACTED] that '*there was no reference we are aware of regarding car parking spaces in the original agreement*'.

1.5 The firm previously commented in response to the Case Decision that they did not accept there was a failing on their part, as it was made clear in correspondence (and apparently accepted by Mr [REDACTED] and Miss [REDACTED]) that there was no legal right to park outside the property.

1.6 They did not accept that they should have done more to explain the basis on which cars had historically been parked outside the property or that they should have expressly pointed out the risks of what might happen if the situation changed. They did not consider that this would have reasonably been within the scope of their instructions.

1.7 However, the issue of parking was significant enough for the firm to have raised an enquiry about it to the sellers' solicitors in their 7 December 2020 letter. This supports the position that the question of parking arrangements was a matter that was within the scope of the firm's instructions. They asked the sellers' solicitors:

'5. There are no rights for parking within the title. Do your clients park on their own land or do they park on a communal area?'

1.8 The response on 21 December from the sellers' solicitors was:

'5. The sellers park immediately outside the property. This is in a communal area but assigned to this property and used by this property alone;'

1.9 While this response may have been clear to the firm that this was an informal arrangement and not a legal entitlement to the parking spaces, that was not clear to Mr [REDACTED] and Ms [REDACTED] at the time they bought the property.

1.10 They had assumed the property came with two parking spaces because the estate agent's particulars said that *'to the front of the property is parking for two cars'*, and the sellers said in the Property Information Form was that there were *'2 parking spaces at the front of the property'*. They were also told by the sellers' solicitors that the sellers parked in a communal area that was assigned to the property. While Mr [REDACTED] and Ms [REDACTED] may (or may not) have a claim against the sellers or even against [REDACTED], the firm are also responsible if their poor service caused a detriment to them.

1.11 The property is located on a private estate in a small village about four miles from a market town. Mr [REDACTED] and Miss [REDACTED] have said that the nearest parking they can use is about half a mile away as they cannot park anywhere else on the estate (a copy of a Google map search they have provided is attached). They have said that they would not have bought the property had they not been able to park close to it.

1.12 The firm's service was unreasonable because although they made some enquiries regarding the parking arrangements, they failed to check with the seller's solicitors their assertion that Mr [REDACTED] and Ms [REDACTED] could park their cars immediately outside their property.

2. The firm failed to advise Mr [REDACTED] and Ms [REDACTED] that there was no legal right to park outside of their property.

2.1 This complaint issue overlaps with the above issue, and what the firm should have done in this situation. On 11 January 2021 the firm emailed Mr [REDACTED] and Ms [REDACTED] a copy of their letter to the sellers' solicitors dated 7 December 2020, and their response dated 21 December.

2.2 Their email did not discuss the contents of those letters, but did ask *'if you have any queries to raise on their enquiries please let me know'*. However, the firm should still have explained what the responses from the sellers' solicitors meant. Indeed, the response to the parking question referred to parking being *'assigned'* to the property and used by it alone, when in fact there was no legal right to do so. This would not have been apparent to Mr [REDACTED] and Ms [REDACTED].

2.3 Therefore, the firm's service was unreasonable because they should have explained to Mr [REDACTED] and Ms [REDACTED] that the sellers' solicitors' response to

their enquiry about the parking did not mean they had a legal right to park outside the property.

Remedy

In the first Provisional Decision, I explained that I had not found that the firm were responsible for any financial loss to Mr [REDACTED] and Ms [REDACTED], and I considered that a remedy of £2,000 for the emotional impact on them of the service failings was appropriate.

In response to the first Provisional Decision, Mr [REDACTED] and Ms [REDACTED] have said that they would like to challenge the remedy I have proposed, and they have provided comments and new documents to evidence their financial loss.

They have noted that I acknowledged in the Provisional Decision that had the firm advised correctly, that would have led to two potential outcomes *“either Mr [REDACTED] and Ms [REDACTED] would have pulled out of the purchase, or they would have paid for the right to use two parking spaces, which is the situation they are in now”*, and then I went on to conclude that there was no financial loss attributable to the firm.

However, in light of the additional evidence and comments provided, I am now persuaded that there was a financial loss to them.

Mr [REDACTED] and Ms [REDACTED] have said that they bought the house in January 2021, and the parking situation did not come to light until they were contacted by [REDACTED] (the owner of the communal areas) in June of 2022, so for some eighteen months they believed they had rights to park and accordingly did so.

They have said that the firm’s failure to advise left them with only one potential outcome: to spend a substantial amount in order to secure the parking, as they were denied the option of pulling out of the purchase, which they would have done had they been so advised in 2021. They have said that therefore, they are definitely not in the same situation now as they were in 2021 and believe any costs which they face are attributable to the firm.

Mr [REDACTED] and Ms [REDACTED] have said that I had referred in the first Provisional Decision to the possibility of reverting to [REDACTED] and challenging [REDACTED] position regarding the parking. However, they have said that when they sought independent legal advice from another firm of solicitors in 2023, they did indeed suggest an option that

they could pursue [REDACTED] through the courts and argue an 'implied right to park', but they estimated their costs of doing this were £40,000, with no guarantee of success. They have said that therefore, they concentrated on the route of trying to purchase the parking from [REDACTED], which was suggested as £50,000 plus legal expenses, which seemed to them to present a more certain outcome.

However, Mr [REDACTED] and Ms [REDACTED] have explained that they have recently approached [REDACTED] with an offer of a 10% reduction to the cost of two parking spaces, from £50,000 to £45,000, but he countered with an amount of £45,000 for a *single* parking space which he believes accurately reflects the 2025 market. They have said this is effectively an increase of £20,000 per parking space since 2022, so they would need to find £90,000 if they want two spaces. They have provided an email from him that says this (copy attached).

They have also said that at the same meeting, they suggested, as an alternative solution, a purchase price to [REDACTED] of £295,000 for the cottage, but [REDACTED] countered with an offer of £250,000, so that would be a loss to them of £65,000 when compared to their purchase price in 2021 of £315,000 (and a loss of £95,000 when compared to the most recent valuation of £345,000 for the property with two parking spaces). Therefore, they have said that rather than a better deal, matters have deteriorated.

They have said that every way forward that is available to them in terms of purchasing the parking, requires them to secure a solution from [REDACTED], who is a Property Developer, and is seeing this purely as a commercial activity and so is using market values to favour [REDACTED] agenda, as [REDACTED] would with any business transaction.

They have provided valuations from two estate agents in 2023 and 2025 which they believe show that in their professional opinions, the property will be substantially reduced in value (estimates of £250,000-£275,000 without parking, compared to £325,000-£345,000 with two parking spaces) if indeed it could be sold at all without parking. They have said that the property is three miles from the nearest town, is in the middle of the estate owned by [REDACTED] to which the nearest boundary is 0.2 miles, and the nearest available parking is 0.5 miles, so had they known in 2021 what they know now, they would have definitely pulled out of the purchase.

In light of the above comments and documents, I do now consider that there is a financial loss that the firm are responsible for. It is more likely than not, on balance, that had the firm explained to them that there was no right to parking, and had they

confirmed the arrangements with [REDACTED] through the sellers' solicitors, then they most likely would not have purchased the property, or would have sought a reduction in the purchase price to enable parking spaces to be purchased.

The agreed property price was £315,000, so the additional cost of £50,000 which would have been charged for two spaces at the time of the purchase in 2021, was a significant additional sum, so is likely to have made the purchase prohibitive unless the seller agreed to a reduction.

I note that once the issue was discovered, in June 2022, Mr [REDACTED] and Ms [REDACTED] explored selling the property back to [REDACTED] and obtained a valuation which they forwarded to [REDACTED] assistant (see attached email dated 27 September 2022). The response the next day was that [REDACTED] wasn't prepared to buy the property back but would offer two parking spaces at a total cost of £50,000.

I can see that on 30 June 2025 Mr [REDACTED] and Ms [REDACTED] asked [REDACTED] again to either agree to sell two parking spaces with a 10% discount (so £45,000), or that he consider buying the property for £295,000. (The £295,000 figure appears to be based on the £345,000 guide price proposed in the estate agent's 6 March 2025 letter, less £50,000 for two parking spaces as previously offered by [REDACTED].) However, [REDACTED] response the same day was that [REDACTED] now wanted £45,000 for each parking space and would only purchase the property for £250,000.

I note that the estate agent's letter dated 4 July 2025 valued the property without parking at between £265,000-£275,000, but in their 6 March 2025 letter they gave it a 'guide price' with two parking spaces of £345,000. This is a difference of £70,000-£80,000. The property was clearly marketed in 2020 with two parking spaces at £325,000 (which would be broadly consistent with it being worth £345,000 in 2025 with two parking spaces with property prices increasing in that time, and much less without).

Also, a different estate agent valued the property on 21 March 2023 as worth in the region of £315,000 to £325,000 with the parking spaces, and somewhere in the region of £250,000-£275,000 without. This is in line with the other estate agent's valuation above. Indeed, the two estate agents are broadly aligned in their valuations, so these appear fair.

Therefore, I do consider it is likely that had Mr [REDACTED] and Ms [REDACTED] known about this issue they would have been able to either pull out of the purchase, or

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been able to apply pressure to the seller to agree a further reduction to the purchase price, to enable them to buy the parking spaces for the £50,000 asked for in 2022. They would have had leverage to secure a lower purchase price, as they could have told the estate agent that the property should not have been valued and marketed with two parking spaces.

I note that the firm said in their response to my colleague's Case Decision on 15 May 2025 that although they disagreed their service had been unreasonable, even if they accepted it had been (which they didn't), they disagreed with the remedy being the cost of buying the two parking spaces totalling £50,000.

They have previously said that the principal basis for calculating damages in such cases is the diminution in the value of the property: the difference between the value of the property with and without the parking spaces. They said that (at that point) there appeared to be no evidence as to what that difference might be or that this is the basis of assessment as there was only a reference to an (unseen) surveyor's report. They said that based upon a guide price for the property of £325,000 they would be most surprised if the diminution in value was anywhere near £50,000.

However, the above two estate agent's valuations show that the diminution in value has been put at considerably more than £50,000, based on the likely value of the property in 2025, and on one estimate, almost double that.

In deciding what is a fair remedy in this case, I agree with the firm that it should be calculated by reference to the diminution in value, as this is the usual way to calculate a loss where property is acquired following unreasonable advice of a solicitor. However, I think that it would be fair to use the actual purchase price in 2021 of £315,000, rather than what the property might achieve in 2025 with parking spaces, as the 2025 figure is a valuation only.

In 2023 both estate agents put the value of the property without parking spaces at somewhere between £250,000 and £275,000 (one said £275,000 and the other said between £250,000 - £275,000). One of those estate agents revised this in 2025 as between £265,000 - £275,000. That would be a loss of between £40,000 and £65,000, using the actual sale price of £315,000. I think it would be fair, therefore, to take a figure of £50,000 for the diminution value, which is broadly in the middle. This is the same as the cost of the two parking spaces that they were quoted for in 2022.

However, Mr [REDACTED] and Ms [REDACTED] have not yet either purchased one or more parking spaces, or sold the property, so there is still some uncertainty as to what their loss will be. It is unclear when they will actually sell their property, and the estate agents' valuations indicate that prices have risen since the property was bought in 2021, so may continue to do so.

In these circumstances, I don't consider it would be fair for the firm to pay the full £50,000 loss. For these reasons, I consider that the remedy should be 50% of the £50,000 likely loss in value of the property, so £25,000. This is because I need to ensure that any remedy awarded by our office would not leave them in a better position.

Also, if Mr [REDACTED] and Ms [REDACTED] were to use the remedy of £25,000 that I am proposing towards the purchase of a parking space (and the evidence they provided shows that the cost per parking space is likely to be £45,000 plus legal costs), then that would most likely increase the property value in any event. The 10 February 2023 email from a surveyor in the attached bundle said that a car parking space could add £25,000 to the value of a property (although in the nearby market town rather than on the private estate three miles away).

Regarding other elements of the remedy, I remain of the view that they are not entitled to lost rental income, for the reasons set out in the first Provisional Decision. However, these matters have clearly caused considerable inconvenience and worry to Mr [REDACTED] and Ms [REDACTED], so a payment for the emotional impact is appropriate.

As I am proposing such a substantial payment of £25,000 for their financial loss, I consider that £500 to acknowledge the significant emotional impact is appropriate, rather than a payment in the highest band of payments. The problem with the parking has clearly caused considerable upset and inconvenience to Mr [REDACTED] and Ms [REDACTED] since the issue was discovered in 2022.

I don't consider that a cost refund is needed in addition to these remedies, because the financial loss and emotional impact payments would, in my view, be sufficient to remedy the firm's service failings reasonably.

Therefore, a total remedy of £25,500 is proposed.

I appreciate that none of the parties to this complaint will be content with this decision. I am proposing that the firm pay far more than they would have been prepared to pay to resolve the complaint on a non-admission basis, and much less than Mr [REDACTED] and Ms [REDACTED] were hoping for. However, I have explained above why I consider the remedy proposed would provide a fair and reasonable resolution to this complaint – I also consider that it is an outcome that is ultimately fair to both parties. I will, of course, carefully consider any comments and further evidence the parties wish to provide, before making a Final Decision.

Provisional Decision

Therefore, my Provisional Decision is that I find there has been unreasonable service that does require a remedy, and I propose to direct that the firm pay Mr [REDACTED] and Ms [REDACTED] £25,500.

Please provide any comments you have on this Provisional Decision by 15 August 2025.

[REDACTED]

[REDACTED]