

Ministry of Justice
Call for Evidence – Dispute Resolution in England and Wales
Response from Propertymark
October 2021

Background

1. Propertymark is the UK's leading professional body for estate and letting agents, inventory providers, commercial agents, auctioneers and valuers, comprising nearly 18,000 members. We are member-led with a Board which is made up of practicing agents and we work closely with our members to set professional standards through regulation, accredited and recognised qualifications, an industry-leading training programme and mandatory Continuing Professional Development.

Introduction

2. By way of providing context to our interest in this topic, our members will experience dispute resolution both within and outside of the court system in a variety of ways. Our members have had very little experience of interacting with the UK Government's Rental Mediation Service pilot. To inform this submission, we have gathered evidence through direct consultation (via an online survey and one-to-one conversations) with our members who provide lettings and tenancy management services to their client landlords in England and Wales.
3. Within the court system there are typically two types of cases. Firstly, cases may relate to a landlord client taking action to recover possession of their property via a County Court under Section 8 or Section 21 of the Housing Act 1988.¹ Secondly, they may have experienced other forms of residential property disputes via the First Tier Tribunal (Property Chamber). Overall, Propertymark letting agents have less interaction with this second system as most cases will stem from a landlord not complying with their legal obligations. Furthermore, letting agents are required to sign up to a government-approved redress scheme. The majority of Propertymark members belong to The Property Ombudsman and adhere to the TPO Code of Practice but they can also register with the Property Redress Scheme. Additionally, members of Propertymark can face disciplinary action and possible sanctions from their professional body which can include fines of up to £5,000 for every rule breach, or expulsion from membership. Agents and their Landlords and tenants can also take legal action to recover moneys owed via the County Court Money Claims Centre (small claims court)² where, for example, a landlord can recover unpaid rent arrears, and a tenant can seek financial compensation for a failure to carry out a repair.
4. Outside of the court system, our members will experience dispute resolution in two ways. Firstly, through their own practice as they seek to prevent disputes arising through

¹ <https://www.legislation.gov.uk/ukpga/1988/50/contents>

² <https://www.gov.uk/make-court-claim-for-money>

communication in their daily interaction with landlords and tenants, through negotiation and conciliation where appropriate or through their complaints handling process. Secondly, they will have experience of alternative dispute resolution, specifically aimed at preventing disputes from escalating to the courts system. Such services include the deposit dispute service provided by each of the three UK Government-approved deposit protection schemes, and The Property Ombudsman or Property Redress Scheme as a means for tenants to seek redress if they are unhappy with their agent's service - the latter also provides a dedicated tenancy mediation service for landlords to help resolve issues and prevent cases needing to go to court.

Section 1 – Drivers of engagement and settlement

Question 1. Do you have evidence of how the characteristics of parties and the type of dispute affect motivation and engagement to participate in dispute resolution processes?

5. Yes, Propertymark believes there are five key types of disputes that will affect motivation and engagement to participate in dispute resolution based on how suitable our members consider types of cases to be for this type of intervention. Firstly, where repair obligations are causing conflict, our members think this is the type of dispute that would be most suitable for dispute resolution, with 89 per cent of those surveyed (n=252) saying they think it would be suitable. Secondly, in cases where the subject of dispute is unpaid rent arrears, the level of unpaid arrears and a tenant's willingness to engage in conversations about how these sums will be cleared can be strong predictors of levels of motivation and engagements in dispute resolution interventions. Consequently, 66 per cent of surveyed members think that where a payment plan is in place but has been breached dispute resolution would be suitable because the agreement reflects a willingness to resolve the issue on the part of the tenant. Furthermore, 69 per cent of our surveyed members think that disputes where there are arrears of less than 8 weeks' rent are suitable for dispute resolution. In contrast, where arrears amount to more than 8 week's rent, the percentage who think dispute resolution would be suitable falls to 58 per cent. Thirdly, disputes that stem from behaviour, whether it is criminal or anti-social, will have an impact on the perceived suitability of the case for dispute resolution. Where there is a neighbour dispute, 73 per cent of our survey participants think dispute resolution would be suitable but where there has been a history of disputes between the tenant and landlord, or neighbour, dispute resolution is considered less suitable, with 60 per cent thinking such disputes can potentially be resolved outside of the court system. However, dispute resolution is considered less suitable where one party has been accused of harassment, with more than one third (39 per cent) of surveyed members thinking these types of cases are unsuitable. Fourthly, the effect of whether a notice of seeking possession has been served by the landlord can be a helpful indicator of potential willingness of parties to engage in attempts to resolve issues via dispute resolution. Our members think that once a notice has been served the suitability of dispute resolution decreases. Where the landlord has not yet served notice 79 per cent think that dispute resolution would be suitable but once a notice has already been served 62 per cent think these cases would be suitable. Comments from our members highlighted that notices for rent arrears will tend to have been served once communication to resolve the issue has already broken down so while they may still be suitable, they are

considered less so than where a notice has yet to be served. In addition, if a tenant is experiencing mental ill health, our members' experience indicates there will be limited motivation to improve things or reach a resolution irrespective of the type of dispute.

Question 2. Do you have any experience or evidence of the types of incentives that help motivate parties to participate in dispute resolution processes? Do you have evidence of what does not work?

6. Yes, PropertyMark has collected evidence of four important types of incentives that can help motivate parties to participate in dispute resolution. Firstly, and specifically from a landlord's perspective, the speed at which a resolution may be reached will be a powerful motivating factor – if engaging in dispute resolution can speed up the process of either securing possession of their property or being paid outstanding rent arrears, landlords will find this particularly compelling. Landlords are more likely to be motivated to engage in alternative dispute resolution if they are aware of the length of time it could take to get possession via the court system, plus potential loss of income. Secondly, seeing the potential to secure a financial gain in some way will have a strong motivating influence, whether it is because a landlord may be able to reduce the overall cost to recovering possession in arrears cases by avoiding lengthy delays experiencing in the court system, or because a tenant may be able to negotiate a reduction in any moneys owed. In cases of rent arrears, if a landlord is prepared to offset some of the arrears, early dispute resolution and even mediation later down the line may be attractive to tenants. This may also be attractive to landlords as it might help them secure vacant possession of their property sooner. From the landlord's perspective mediation as a form of alternative dispute resolution may be an option for damage limitation – achieving the best possible outcome or avoiding the worst possible outcome in the circumstances. It was suggested by one of our members that having positive data for mediation outcomes could help improve engagement further. Thirdly, when a dispute escalates and an agent recognises that they are no longer best placed to try and reach a resolution, explaining what mediation is and how it works can be a positive motivating factor, because in mediation the parties are helped to negotiate their own settlement, having more control over the outcomes of their dispute, meaning they are more likely to stick to what they have agreed. Fourthly, from the perspective of a tenant who wishes to avoid losing their tenancy, dispute resolution will appear most attractive if there is a possibility that a resolution may involve them staying in their home. However, if the tenant has not been happy with the landlord e.g., a history of unfair rent increases, or failure to carry out repairs in good time, they will be less likely to engage.

Question 3. Some evidence suggests that mandatory dispute resolution gateways, such as the Mediation Information & Assessment Meeting (MIAM), work well when they are part of the court process. Do you agree? Please provide evidence to support your response.

7. PropertyMark believes that mandatory dispute resolution as part of the court process is likely to have limited impact in property and tenancy related disputes because by the time interventions are considered it is too late in the process, and there is a variety of valuable opportunities to prevent and resolve disputes before they reach court. The approach to court

stage mediation introduced under the now closed Rental Mediation Service pilot³ is too late in the process to have any tangible impact according to our research with our members. In these circumstances, take up is not encouraged until it reaches the stage where court is involved and consideration of whether cases are suitable for mediation were not fast tracked. There is no obvious reason/incentive to engage other than simply going through the motions. However, it was noted that if court stage mediation offered the potential to limit the overall costs and speed up the process of securing vacant possession of their properties there is potential for it to work from a landlord’s perspective but unless the tenant can see potential benefits e.g., potential remaining in their home and/or having a proportion of any arrears waved in return for giving the landlord vacant possession, they are unlikely to agree to mediation rendering the option unsuitable. Our members highlighted that a good agent will have explored all potential options between tenants and their landlords before a landlord decides to proceed to possession action via the courts or a tenant decides to take legal action of their own.

8. Our members recognise the value in exploring all possible and appropriate options for alternative dispute resolution because the closer a dispute gets to formal court consideration, the less likely a resolution will be found as the dispute becomes more adversarial causing motivation to engage in dispute resolution to diminish. With this in mind, we believe that exploration of alternative dispute resolution must become mainstreamed in practice from the beginning of a tenant/landlord/agent relationship. Propertymark letting agents are well placed to embed non-adversarial dispute resolution mechanisms into their practice so that early and constructive resolution and prevention of disputes becomes the norm. Their interventions can effectively act as a filter, so that only those that are most appropriate make it to litigation because all other options have been explored and therefore all opportunities to resolve the dispute have been considered. This is discussed in more detail in our answer to question six.

Question 4. Anecdotal evidence suggests that some mediators or those providing related services feel unable to refer parties to sources of support/information – such as the separated parents’ information programme in the family jurisdiction – and this is a barrier to effective dispute resolution process. Do you agree? If so, should mediators be able to refer parties onto other sources of support or interventions? Please provide evidence to support your response.

9. Propertymark is not well placed to have a view on this.

Question 5. Do you have evidence regarding the types of cases where uptake of dispute resolution is low, and the courts have turned out to be the most appropriate avenue for resolution in these cases?

10. Based on the evidence collected from our members, where cases involve threats or incidents of violence, or other forms of criminal conduct, dispute resolution is less likely to be

³ <https://www.gov.uk/guidance/rental-mediation-service>

appropriate, so in these cases the most appropriate avenue for resolution is likely to be via the courts. We have set out the types of disputes that may be considered more or less suitable for dispute resolution in our answer to question one.

Question 6. In your experience, at what points in the development of a dispute could extra support and information be targeted to incentivise a resolution outside of court? What type of dispute does your experience relate to?

11. Propertymark understands, from its research with members, that there are four distinct, but not necessarily linear, stages where opportunities exist, and therefore extra support and information should be targeted, to prevent and resolve disputes between agents, tenants and landlords before they reach the court system. Firstly, where relationships are formed which for tenants and agents is at property letting stage, and for agents and landlords it is when the management contract terms are agreed. The second stage is at the point when a concern or issues is brought to their attention. The third stage is a letting agency's complaints handling process and the fourth stage is when all attempts to resolve an issue have been unsuccessful or where, by the time an agent is made aware of the problem it is too late to attempt any form of negotiation or conciliation between parties.
12. At the first stage, where relationships are formed, agents have a valuable opportunity to share important information and set strong foundations for an open and honest relationship with both landlord and tenant. Professional agents will take this early opportunity to communicate clearly about landlord and tenant rights and obligations, including the potential consequences of non-compliance. At this stage landlords and tenants will be provided with details of how to raise issues and will be informed of the importance of reporting concerns at the earliest available opportunity. Managing expectations in this way helps prevent disputes arising from misunderstandings or a lack of awareness or information to report issues and concerns so they can be resolved at the earliest available opportunity. It was commonly noted by members how important it is to keep accurate written records of all contacts and conversations.
13. At the second stage, where concerns or issues have been brought to the attention of the agent, as soon as this happens and where it is appropriate given the type of case and circumstances of all parties, a professional letting agent will attempt to communicate, negotiate or conciliate between the parties in order to resolve the disagreement and prevent a dispute from developing further. An example can be illustrated with reference to initial disputes involving repairs, where a tenant, or tenants in HMOs, may have requested that a repair be carried out, which a landlord has refused to do. In this case, the letting agent's role is to understand the facts of the case as soon as the issue comes to their attention to help determine in the first instance if the request relates to a legal obligation on the landlord's part and if it is, reminding them of these obligations and asking them to comply – setting such expectations out clearly in the agent/landlord management agreement will help when such conversations are required. If the obligation does not sit with the landlord, the agent will explain to the tenant(s) why responsibility sits with them and provide sufficient information

to help them act accordingly. In some cases, an agent can negotiate an outcome that both parties are happy with, for example where a tenant has rent arrears but cannot clear the entire amount, an agent may negotiate a rent repayment agreement to enable the tenant to pay their arrears off in instalments over time.

14. The third stage is a letting agency's complaints handling process, and while not all tenant/landlord issues will go through this process, for those that do it presents an important and valuable mechanism for resolving a dispute before it escalates and moves closer towards the court system. Our conversations with members highlight the importance of having trained staff with the right skills to investigate complaints properly to help inform an impartial judgement based on careful consideration of the facts of the case, and having regard to any legal and professional requirements and expectations.
15. The fourth and final stage where lettings agents have an opportunity to help landlords and tenants resolve disputes outside of the courts system is when all attempts to resolve an issue have been unsuccessful or where, by the time an agent is made aware of the problem it is too late to attempt any form of negotiation or conciliation between parties. At this stage agents will inform parties of their options for accessing a formal mediation service where an independent third party will work with them to find a solution. Mediation at this stage may be accessed, if all parties agree, via three different routes. Firstly, the free deposit resolution service of whichever UK Government-approved deposit protection scheme their deposit is protected with, if a tenant disagrees with their landlord about how much of their deposit should be returned to them. Secondly, the Property Redress Scheme's dedicated tenancy mediation service to help resolve tenancy issues and prevent cases needing to go to court.⁴ Thirdly, The Property Ombudsman and Property Redress Scheme provide consumers in England and Wales with an alternative route to redress outside of the court system if they are unhappy with their letting agents. Our research with members emphasises how professional agents will optimise the opportunities to prevent cases reaching this far by ensuring their internal complaints handling system is delivered by skilled and appropriately trained staff.

Question 7. Do you have any evidence about common misconceptions by parties involved in dispute resolution processes? Are there examples of how these can be mitigated?

16. Propertymark understands from its research with members that the most significant misconception by parties involved in dispute resolution processes is the misguided focus on the need to 'win the argument'. This is especially true when conciliation or mediation is being explored. If even one party is ill-informed about the aim or purpose of the intervention, it can render the process pointless, leading to parties feeling like they have not been heard or that they have 'lost' their 'fight'. In such cases disputes can become more adversarial and more entrenched, increasing the likelihood of formal legal action through the courts. Being properly informed helps to optimise opportunities to help those involved in conflict to articulate their position in a safe environment to arrive at a mutually agreeable resolution.

⁴ <https://www.theprs.co.uk/about-us>

Section 2 – Quality and outcomes

Question 8. Do you have evidence about whether dispute resolution processes can achieve better outcomes or not in comparison to those achieved through the courts?

17. Propertymark does not have evidence of such comparable outcomes.

Question 9. Do you have evidence of where settlements reached in dispute resolution processes were more or less likely to fully resolve the problem and help avoid further problems in future?

18. Propertymark does not have evidence of where settlements reached in dispute resolution processes were more or less likely to fully resolve the problem and help avoid further problems in future.

Question 10. How can we assess the quality of case outcomes across different jurisdictions using dispute resolution mechanisms, by case types for example, and for the individuals and organisations involved?

19. Based on our research with members, Propertymark believes an assessment of the quality of outcomes across different jurisdictions using dispute resolution mechanisms will be informed best by a framework based on three core principles. Firstly, it will prioritise the collection of data about all pre-court dispute resolution interventions that have already taken place, which will include, for example, information about letting agents' attempts to negotiate, internal complaints handling and involvement of third parties such as the Tenancy Deposit Scheme or the Property Redress Scheme's mediation service. Information about interventions will include cost, ease of access, timescales from referral to completion and the outcome. This data will help reveal important correlations between pre-court interventions and court stage dispute resolution outcomes. Secondly, it will place as much value on investigating what does *not work* as it does on understanding what *does work*. This can be informed in part by collecting information about who or which service(s) tried to resolve the dispute earlier, how they attempted to intervene and at what stage e.g., early negotiation, internal complaints handling, an external third-party mediation service. Thirdly, it will place significant value on insights collected directly from service users themselves supplemented by follow up work to track the impact of interventions over time.

Question 11. What would increase the take up of dispute resolution processes? What impact would a greater degree of compulsion to resolve disputes outside court have? Please provide evidence to support your view.

20. Our survey of Propertymark letting agent members asked participants to pick the factor they would most likely and least likely influence engagement in dispute resolution to prevent court action. The results revealed the potential cost of taking part and being fully informed are the two factors most likely to influence voluntary engagement in dispute resolution outside of the court system. From our survey, 34 per cent of respondents (n=252) think that parties are least likely to voluntarily participate where there is a cost to taking part. However, it was noted by

one participant that requiring landlords to contribute towards the costs of a dedicated dispute resolution service would potentially attach buy-in to the process and help with engagement. Almost one third (29 per cent) of those surveyed think that all parties being fully informed, by a neutral source, of the potential benefits of taking part would most likely encourage participation.

21. Compelling the prospective complainant to demonstrate, where it is appropriate and possible, that all reasonable efforts have been made to resolve the dispute via alternative means before the court process can be utilised would potentially lead to a positive culture shift where dispute prevention and alternative dispute resolution interventions are employed as common practice wherever possible. If consideration of alternative dispute resolution were to be mandatory as part of a pre-action protocol it would be important to ensure that all potential parties know what it is, where to go and how to find it. It has been suggested that letting agents may wish to include a mediation clause in their management agreements with landlords that would require an earnest assessment and consideration of the appropriateness of alternative dispute resolution to resolve issues before action reaches the courts. Furthermore, we believe the UK Government should consider introducing a fully funded ACAS-style model of dispute resolution⁵ to ensure that letting agents, landlords and tenants can access impartial legal advice, information, and support to help them resolve dispute without the need to enter the court system. This would be particularly important to ensure tenants have unfettered access to impartial third-party support where the balance of power is compromised by the letting agent's binding relationship with their landlord client, causing tenants to worry that an outcome will be skewed in favour of the landlord.

Question 12. Do you have evidence of how unrepresented parties are affected in dispute resolution processes such as mediation and conciliation?

22. Propertymark does not have evidence of how unrepresented parties are affected in dispute resolution processes such as mediation and conciliation. However, we have received feedback from our members that it is important to make sure unrepresented parties do not feel intimidated by the process in the same way that the court environment causes unrepresented parties to feel. To achieve this, it is important to ensure all parties are fully informed of what the process involves and are provided with equal opportunities to present their case accurately and efficiently.

Question 13. Do you have evidence of negative impacts or unintended consequences associated with dispute resolution schemes? Do you have evidence of how they were mitigated and how?

23. Propertymark does not have evidence of any negative impacts or unintended consequences associated with dispute resolution schemes.

⁵ <https://www.acas.org.uk/dispute-resolution>

Question 14. Do you have evidence of how frequently dispute resolution settlements are complied with, or not? In situations where the agreement was not complied with, how was that resolved?

24. While Propertymark does not have specific data to illustrate the scale of the extent to which dispute resolution settlements are complied with in practice, conversations conducted as part of our member research revealed that where an agreement or settlement is reached via alternative dispute resolution, they are rarely breached or not complied with. In cases where they are not complied with, the first action taken is to understand the reasons why and if appropriate a settlement will remain open. However, if attempts to establish contact fail or where it is obvious there is wilful non-compliance, such cases will be most appropriately dealt with via the court system.

Question 15. Do you have any summary of management information or other (anonymised) data you would be willing to share about your dispute resolution processes and outcomes? This could cover volumes of appointments and settlements, client groups, types of dispute, and outcomes. If yes, please provide details of what you have available and we may follow up with you.

25. Propertymark does not have any summary of management information or other (anonymised) data about our agents' dispute resolution processes and outcomes because they are largely informal. Furthermore, we do not hold data about the processes and outcomes for third party dispute resolution services.

Section 3 – Dispute resolution service providers

Question 16. Do you have evidence which demonstrates whether the standards needed to provide effective dispute resolution services are well understood?

26. Propertymark is aware that many of its letting agent members engage in early dispute resolution in their everyday practice through negotiation and complaints handling, and that there is a general acknowledgement that there will come a point when a third party will be best placed to intervene due to a perceived lack of impartiality caused by the binding agent and landlord contractual arrangement. We surveyed our members to find out how impartial they think agents can be when trying to help resolve issues at various stages of a dispute, using the possession recovery process as an example. What it revealed was that the closer a dispute gets to eviction the less impartial agents perceive their position to be. When an issue first emerges, only 6 per cent (n=175) feel that agents can not be impartial at all, but by the time the dispute is at the stage where an eviction date has been set this rises to 19 per cent of agents feeling impartiality is impossible. In contrast almost half (47 per cent) of agents feel they can be completely impartial just after a landlord has served a notice of seeking possession. Overall, 94 per cent of respondents feel they can be at least somewhat impartial when the issue first emerges versus 82 per cent once the landlord has applied for a possession order. The issue of how impartial a letting agent can be in their attempts to resolve disputes may be an issue for debate but our research clearly highlights that Propertymark agents are enthusiastic and committed to helping parties resolve disputes at all stages of conflict irrespective of their client and landlord contractual relationship. However, there is appetite among members for wider availability of accessible and cost-free support for dispute resolution to help consumers make fully informed choices about where and with whom to

secure support with resolving their disputes. As we set out in our answer to question 11 (paragraph 21), the introduction of a fully funded ACAS-style model of dispute resolution⁶ can help ensure that all parties can access impartial advice and conciliation support to help prevent the escalation of disputes and find resolutions outside of the court system.

Question 17. Do you have evidence of the impact of the standard of qualifications and training of dispute resolution service providers on settlement rates/outcomes?

27. Based on our member research for this call for evidence, providing letting agents with fully funded training to help them embed dispute prevention and resolution into their daily practice – in recognition of the key opportunities to prevent and resolve disputes as set out in our answer to question six - would help ensure agents can provide less adversarial quality interventions at the earliest opportunity and prevent many more cases reaching the court system unnecessarily. A fully funded dispute resolution training package could be jointly delivered by the Ministry of Justice and the Department of Levelling Up, Housing and Communities and would supplement an impartial advice and conciliation service.

Question 18. Do you have evidence of how complaints procedure frameworks for mediators and other dispute resolution service providers are applied? Do you have evidence of the effectiveness of the complaints' procedure frameworks?

28. Propertymark does not have evidence of how complaints procedure frameworks for mediators and other dispute resolution service providers are applied. We do however have insight into how letting agents use their complaints handling processes as an early dispute resolution mechanism, which we have outlined in our answer to question six (paragraph 14).

Question 19. Do you think there are the necessary safeguards in place for parties (e.g. where there has been professional misconduct) in their engagement with dispute resolution services?

29. Propertymark does not have sufficient insight to inform a response to whether there are the necessary safeguards in place for parties in their engagement with dispute resolution services.

Question 20. What role is there for continuing professional development for mediators or those providing related services and should this be standardised?

30. Propertymark believes that any property related service should be delivered by professionals who are adequately qualified, are answerable to a specific code of practice and who are required to demonstrate continuing professional development.

Question 21. Do you have evidence to demonstrate whether the current system is transparent enough to enable parties to make informed choices about the type of service and provider that is right for them?

⁶ <https://www.acas.org.uk/dispute-resolution>

31. Propertymark believes that there should be more equitable access to legal advice and support to ensure landlords and tenants are fully informed of their legal rights and all available options for dispute resolution. Currently those who are on lower incomes are finding it more difficult to secure professional legal advice and support,⁷ which can be as important for avoiding the court system as it is for navigating it once there – accessing the right advice and support at an early stage can often trigger consideration of alternative dispute resolution to avoid the high costs and delays associated with going through the courts system. Professional letting agents are ideally placed to ensure this advice reaches landlords and tenants but our research reveals pragmatic acknowledgement among our members that the power balance in the agent and tenant relationship can be influenced by the fact that landlords are letting agents' clients, meaning there will come a point when a tenant's interest would be more fairly served by a fully impartial third party.

Section 4 – Financial and economic costs/benefits of dispute resolution systems

Question 22. What are the usual charges for parties seeking private dispute resolution approaches? How does this differ by case types?

32. Propertymark does not have sufficient insight or data to inform a response to this question.

Question 23. Do you have evidence on the type of fee exemptions that different dispute resolution professionals apply?

33. Propertymark does not have evidence of the type of fee exemptions that different dispute resolution professionals apply.

Question 24. Do you have evidence on the impact of the level of fees charged for the resolution process?

34. Our evidence indicated that incurring costs for parties can have a mainly negative impact on willingness to voluntarily engage in dispute resolution. However, there was also a suggestion that requiring contribution to costs may have an engaging effect as the 'purchaser' buys in to a potential outcome.

Question 25. Do you have any data on evaluation of the cost-effectiveness or otherwise of dispute resolution processes demonstrating savings for parties versus litigation?

35. Propertymark does not have any data on evaluation of the cost-effectiveness or otherwise of dispute resolution processes demonstrating savings for parties versus litigation.

⁷ <https://www.lawsociety.org.uk/en/campaigns/legal-aid-deserts>

Section 5 – Technology infrastructure

Question 26. Do you have evidence of how and to what extent technology has played an effective role in dispute resolution processes for citizens or businesses?

36. Propertymark does not have evidence of how and to what extent technology has played an effective role in dispute resolution processes for citizens or businesses.

Question 27. Do you have evidence on the relative effectiveness of different technologies to facilitate dispute resolution? What works well for different types of disputes?

37. Propertymark does not have evidence on the relative effectiveness of different technologies to facilitate dispute resolution.

Question 28. Do you have evidence of how technology has caused barriers in resolving disputes?

38. Propertymark does not have evidence of how technology has caused barriers in resolving disputes.

Question 29. Do you have evidence of how an online dispute resolution platform has been developed to continue to keep pace with technological advancement?

39. Propertymark does not have any evidence of how an online dispute resolution platform has been developed to continue to keep pace with technological advancement.

Question 30. Do you have evidence of how automated dispute resolution interventions such as artificial intelligence-led have been successfully implemented? How have these been reviewed and evaluated?

40. Propertymark does not have any evidence of how automated dispute resolution interventions have been implemented.

Section 6 – Public sector equality duty

Question 31. Do you have any evidence on how protected characteristics and socio-demographic differences impact upon interactions with dispute resolution processes?

41. Propertymark does not have any evidence on how protected characteristics and socio-demographic differences impact upon interactions with dispute resolution processes.

Question 32. Do you have any evidence on issues associated with population-level differences, experiences and inequalities that should be taken into consideration?

42. Propertymark does not have any evidence on issues associated with population-level differences, experiences and inequalities that should be taken into consideration.

Section 7 – Additional evidence

Please share additional evidence in relation to dispute resolution, not covered by the questions above, that you would like to be considered as part of this Call for Evidence.

43. Propertymark does not have any additional evidence to add.