

**THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS
TRIBUNAL DECISION**

Thursday 19 July 2012
TRIBUNAL SITTING No. 104 / CASE 2
CASE REFERENCE: 07101

Level 2 provider: Daniel Marshall t/a Housing Help UK
Type of service: Housing Help UK (Help/ advice line)
Level 1 provider: N/A
Network operator: Core Telecom Limited

**THIS CASE WAS BROUGHT AGAINST THE LEVEL 2 PROVIDER
UNDER PARAGRAPH 4.4 OF THE CODE**

BACKGROUND

In December 2011, the Executive received one complaint in relation to Housing Help UK (the “**Service**”), which operated on the premium rate numbers 0904 365 8800 and 0904 495 8800. The Network operator, Core Telecom Limited, confirmed that the Level 2 provider for the Service was a sole trader, Daniel Marshall trading as Housing Help UK.

The Service, which was promoted on the websites www.housinghelpuk.co.uk and www.housing-help.co.uk and various classified websites, including www.gumtree.com, claimed to offer help and advice to consumers who were in receipt of benefits and required private rental accommodation. In order to use the Service, consumers were required to telephone a premium rate number to register themselves, at a cost £1.53 per minute. On calling the number, consumers were required to leave their contact details. After registration, it was stated that consumers were regularly emailed a list of available properties, housing related links, details of local councils and a list of “DSS friendly” estate agents.

Executive monitoring of the Service, including promotional material, highlighted a number of additional concerns relating to pricing and registration.

The Investigation

The Executive conducted this matter as a Track 2 procedure investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (12th Edition) (the “**Code**”).

The Executive sent a breach letter to the Level 2 provider on 25 June 2012. Within the breach letter the Executive raised the following potential breaches of the Code:

- Rule 2.3.2- Misleading; and
- Rule 2.3.10- Fairness- vulnerability; and
- Rule 2.2.5- Pricing- proximity; and
- Rule 2.2.1(a)- Pricing- promotional material; and
- Paragraph 3.4.1- Registration; and
- Paragraph 3.4.12(a)- Registration of numbers; and
- Paragraph 3.9.1- Substantiate factual claims; and

- Paragraph 4.2.4- Investigation- conceal or falsify information; and
- Paragraph 4.2.5- Investigation- failure to disclose.

The Level 2 provider did not provide a written response to the alleged breaches, although there was communication between the provider and the Executive on a number of occasions between 26 June 2012 and 19 July 2012. On 19 July 2012, and after hearing informal representations from the Level 2 provider, the Tribunal reached a decision on the breaches raised by the Executive.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE

Rule 2.3.2

“Premium rate services must not mislead or be likely to mislead in any way.”

1. The Executive submitted that the Level 2 provider had breached rule 2.3.2 for the reasons set out below.

The Executive noted that the Service was promoted with the headline caption, “Finding you the perfect home that accepts DSS or housing benefit,” together with, “Housing Help is an online letting agency dealing with only landlords, agents and properties that accepts DSS and LHA” (**Appendices A and B**). In addition, the Service websites and the promotions on classified websites contained colour pictures of properties under the headline, “100s of new properties every month”. The properties were also shown with details of the number of bedrooms and the rental costs.

The Executive submitted that the nature of the promotions was likely to have misled consumers into believing that the Service was “well connected” to, “DSS and LHA friendly agents and landlords,” and that the Level 2 provider had access to the actual properties advertised on the Service websites, which were available to those in receipt of benefits.

The Executive noted that the Level 2 provider failed to provide evidence to substantiate the above claims, having been directed to do so. On 29 May 2012, the Level 2 provider supplied a sample of an email that he stated he sent on a daily basis to consumers that had registered with the Service. The email purported to provide a, “list of agents in your catchments area that accept DSS”. The Executive telephoned a sample of the numbers provided. Of the 20 agents contacted, nine stated that they did not accept “DSS” tenants at all; seven stated that they would be willing to accept “DSS” tenants but had nothing available; and only two stated that they would be able to assist. The further two agents called had an incorrect contact number attributed to them.

The Executive submitted that its monitoring evidenced that the Level 2 provider did not have the necessary “DSS” and/or LHA related industry contacts and as such he had misled consumers by stating that he had. Additionally, the Executive asserted, that the Level 2 provider did not have any form of access to “DSS” and/or LHA “friendly” properties, having regard to his failure to supply any evidence that he had such access. In the absence of any evidence to suggest otherwise, the Level 2 provider did not appear to be affiliated with “DSS” and/or LHA friendly landlords and/or agents and did not have actual properties that he could offer callers.

Accordingly, the consumers' expectations when dialling the premium rate number were defeated and the promotional material was misleading, or was likely to mislead consumers. The Executive accordingly submitted that rule 2.3.2 had been breached.

2. During informal representations, the Level 2 provider denied the breach. The Level 2 provider stated that he had tried to provide a helpful service, which aimed to introduce people on benefits to obtainable properties. Specifically, the Level 2 provider asserted that he had worked in the letting trade since he was 17 and, in addition to having access to properties that he and his family owned, he had compiled a large amount of contacts. Further, the Level 2 provider asserted that he had spent a large amount of time contacting local councils to establish which agents they used for people on benefits. Therefore, the Level 2 provider submitted that all claims made in promotional material were factually correct and that he had not misled consumers.
3. The Tribunal considered the evidence and noted the Level 2 provider's submissions. Having regard to the Level 2 provider's failure to provide supporting evidence and to the monitoring evidence, the Tribunal found, on the balance of probabilities, that the claims made in the Level 2 provider's promotional material were misleading, or likely to mislead. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

Decision: UPHELD

ALLEGED BREACH TWO

Rule 2.3.10

"Premium rate services must not seek to take advantage of any vulnerable group or any vulnerability caused to consumers by their personal circumstances."

1. The Executive submitted that promotional material relating to the Service directly appealed to consumers who were in receipt of benefits, suffering from housing difficulties and who were likely to be experiencing financial hardship. The Executive asserted that the Service, which operated at £1.53 per minute, and was promoted as a helpline providing information and/or advice to people in receipt of benefits appeared to take advantage of vulnerability caused to consumers by their personal financial circumstances. The Executive accordingly submitted that rule 2.3.10 had been breached.
2. During informal representations, the Level 2 provider accepted that consumers on low incomes and in receipt of benefits are vulnerable. However, the provider denied the breach on the grounds that the majority of calls lasted 3-4 minutes and, "cost the same as a pint of beer," and therefore he had not taken advantage of consumers.
3. The Tribunal considered the evidence and found that users of the Service were likely to be vulnerable as a result of their personal circumstances, namely low income and experiencing housing difficulties, and that the Level 2 provider had sought to take advantage of this vulnerability by targeting the Service at them. Accordingly, the Tribunal upheld a breach of rule 2.3.10 of the Code.

Decision: UPHELD

ALLEGED BREACH THREE

Rule 2.2.5

“In the course of any promotion of a premium rate service, written or spoken or in any medium, the cost must be included before any purchase is made and must be prominent, clearly legible, visible and proximate to the premium rate telephone number, shortcode or other means of access to the service.”

1. The Executive submitted that the Level 2 provider had breached rule 2.2.5 for two reasons.

Reason 1- Pricing on the Service websites

The Service was promoted primarily on the websites www.housinghelpuk.co.uk and www.housing-help.co.uk, which were registered to the Level 2 provider. Both of the websites promoted the premium rate number, 0904 365 8800, prominently on the landing pages (**Appendices A and B**). However, it was necessary to scroll down to see pricing information. The Executive’s submitted that the cost of dialling the premium rate number on the website www.housinghelpuk.co.uk was not clearly legible due to the font size used and that, on both of the Services’ websites, the cost of dialling the premium rate number was neither prominent nor proximate to the premium rate number.

Reason 2 - Pricing on classified websites

The Executive observed a number of promotions for the Service on classified advertisement websites including, www.gumtree.com and <http://london.olx.co.uk/> (**Appendix C**). The Executive noted that it was necessary to scroll down to see pricing information.

The Executive accordingly submitted that for the reasons outlined above rule 2.2.5 had been breached.

2. The Level 2 provider denied the breach and stated that whether a consumer had to scroll down the page to view the pricing information was dependant on screen size.
3. The Tribunal considered the evidence and found that the pricing information on the Service’s two websites and on classified advertisements was neither proximate nor prominent. Further, in some cases pricing was not immediately visible, it being necessary to scroll down, and in some cases not clearly legible. Accordingly, the Tribunal upheld a breach of rule 2.2.5 of the Code.

Decision: UPHELD

ALLEGED BREACH FOUR

Rule 2.2.1(a)

“Promotional material must contain the name (or brand if part of the name) and the non-premium rate UK contact telephone number of the Level 2 provider of the relevant premium rate service except where otherwise obvious”.

1. The Executive noted that no UK non-premium rate number was provided in promotional material on the Service’s two websites or on promotional material displayed on classified websites (**Appendices A, B and C**). The Executive accordingly submitted that for the reasons outlined above rule 2.2.1(a) had been breached.

2. The Level 2 provider stated that he was not aware of the requirement to provide a non-premium rate contact number. The provider asserted that it would have been easy for him to comply with the requirement had he been aware of it.
3. The Tribunal considered the evidence and found on the basis of the Executive's submissions that there had been a breach of the Code. Accordingly, the Tribunal upheld a breach of rule 2.2.1(a) of the Code.

Decision: UPHELD

ALLEGED BREACH FIVE

Paragraph 3.4.1

“Before providing any premium rates service all Network operators, Level 1 and Level 2 providers must register with PhonepayPlus subject only to paragraph 3.4.3 below”.

1. The Executive noted that the Level 2 provider was registered with PhonepayPlus under the 11th Edition of the PhonepayPlus Code of Practice, but that the provider had not registered with PhonepayPlus under the current edition of the Code (12th Edition). This was despite the Registration Scheme becoming mandatory on 1 September 2011. The Executive outlined a number of communications, including Guidance and Notices to industry, published by PhonepayPlus in relation to the new Registration Schemes and its mandatory nature. The Executive accordingly submitted that paragraph 3.4.1 had been breached.
2. The Level 2 provider denied the breach on the grounds that he had registered with PhonepayPlus under the Edition of the PhonepayPlus Code of Practice and that he had not received any notification of the requirement to register under the current edition of the Code (12th Edition).
3. The Tribunal considered the evidence and found on the basis of the Executive's submissions that the Level 2 provider had not registered as required by the Code and that as a result there had been a breach of the Code. Accordingly, the Tribunal upheld a breach of paragraph 3.4.1 of the Code.

Decision: UPHELD

ALLEGED BREACH SIX

Paragraph 3.4.12(a)

“Level 2 providers must provide to PhonepayPlus relevant details (including any relevant access or other codes) to identify services to consumers and must provide the identity of any Level 1 providers concerned with the provision of the service”.

1. The Executive noted that the Level 2 provider was allocated the premium rate number 0904 365 8880 by the Network operator in March 2011. The Service became operational on the number on 11 March 2011. The Level 2 provider failed to register the premium rate number or the Service with PhonepayPlus. As a result, the Executive submitted that paragraph 3.4.12(a) had been breached by the Level 2 provider.

2. The Level 2 provider asserted that he had been unaware of the requirement to register the premium rate number with PhonepayPlus and therefore had not provided the required information.
3. The Tribunal considered the evidence, including the admission that the number was not registered, and found that there had been a breach of the Code. Accordingly, the Tribunal upheld a breach of paragraph 3.4.12(a) of the Code.

Decision: UPHELD

ALLEGED BREACH SEVEN

Paragraph 3.9.1

“Before promoting or providing services, Level 2 providers must have readily available all documentary and other evidence necessary to substantiate any factual claims made. This material, together with a statement outlining its relevance to the factual claim in question must be provided without delay if requested by PhonepayPlus”.

1. The Executive noted that the Level 2 provider made the following claims within promotional material for the Service.
 - “...[T]he directors of Housing Help have built up tremendous relationships with landlords, agents, charities and local councils all over the south of England...”; and
 - “...[W]e have a generous database of landlords and DSS/LHS friendly agents that help finding a home with government funding easier”

On 17 May 2012, the Executive directed the Level 2 provider to provide evidence to substantiate the factual claims above. On 29 May 2012, the Level 2 provider responded stating that he was not willing to provide the, “personal contact details of landlords as this may ruin relationships and also due to data protections”. On 6 June 2012, the Executive repeated its request for the provision of evidence to substantiate the factual claims. The Level 2 provider failed to respond.

As a result of the above, the Executive submitted that for the Level 2 provider had breached paragraph 3.9.1.

2. During informal representations, the Level 2 provider stated that the factual claims were true. The provider stated that he was not prepared to disclose the details of contacts as it may have a negative impact on his professional relationships and result in him, “struggling to make money”.
3. The Tribunal considered the evidence and noted the Level 2 provider’s submissions. The Tribunal found that the Level 2 provider had failed to provide evidence to substantiate the factual claim and therefore, on the balance of probabilities, that the provider did not have the readily available evidence necessary to substantiate the factual claims made. Accordingly, the Tribunal upheld a breach of paragraph 3.9.1 of the Code.

Decision: UPHELD

ALLEGED BREACH EIGHT

Paragraph 4.2.4

“A party must not knowingly or recklessly conceal or falsify information, or provide false or misleading information to PhonepayPlus (either by inclusion or omission)”.

1. The Executive submitted that the Level 2 provider had breached paragraph 4.2.4 on the grounds that:
 - i. The Executive noted that the Service was operating on the websites www.housinghelpuk.co.uk and www.housing-help.co.uk and that both websites were registered by a ‘Mr Daniel Marshall’ of ‘59 Alscot Road, London’. On 17 May 2012, the Executive directed the Level 2 provider to, “Please confirm which websites that Daniel Marshall is responsible for registering/creating/updating”. On 29 May 2012, the Level 2 provider responded, “www.housinghelpuk.co.uk”. On 6 June 2012, the Executive repeated its direction that the provider, “[C]onfirm all websites that Daniel Marshall was responsible for registering/creating/updating in providing this service”. The Executive received no response.
 - ii. On 17 May 2012, the Executive directed the Level 2 provider to, “Please confirm all premium rate numbers that this service operated on”. On 29 May 2012, Daniel Marshall responded “0904 365 8801”. On 30 May 2012, the Network operator informed the Executive that revenue for the Service had been generated on premium rate numbers, 0904 365 8800 and 0904 495 0001. The Network operator also confirmed that premium rate numbers, “**0904 365 8801... had no revenue or traffic**”. On 6 June 2012, the Executive repeated its direction stating, “The Executive’s initial monitoring...highlighted that this service was operating on 0904 365 8800. You have not detailed this number in your response. Please respond providing the full list of premium rate numbers that you operated this service on and on what dates. The Executive received no response.

The Executive submitted that the Level 2 provider knowingly and recklessly concealed information from PhonepayPlus by failing to disclose the existence of the website www.housing-help.co.uk and the numbers 09043658800 and 09044950001. Accordingly, the Executive submitted that the Level 2 provider had breached paragraph 4.2.4.

2. The Level 2 provider denied the breach.

In relation to the www.housing-help.co.uk website, the Level 2 provider stated that he was not in control of the website and, at the time of the response, did not use it to promote the Service. The Level 2 provider stated that he had attempted to have the website taken down unsuccessfully.

In relation to the undeclared numbers, the Level 2 provider asserted that he, “only really used one number”.

3. The Tribunal considered the evidence and accepted the Executive’s submission that, the Level 2 provider had knowingly concealed information from PhonepayPlus, notwithstanding Mr Marshall’s explanation that he operated the Service primarily on one number and that he no longer had control of the second website. Accordingly, the Tribunal upheld a breach of paragraph 4.2.4 of the Code.

Decision: UPHELD

ALLEGED BREACH NINE

Paragraph 4.2.5

“A party must not fail to disclose to PhonepayPlus when requested any information that is reasonably likely to have a regulatory benefit in an investigation”.

1. The Executive stated that it had written to the Level 2 provider on 17 May 2012, 29 May 2012 and 6 June 2012. Each letter contained formal directions. The Executive submitted that the response to the first two letters was incomplete and unsatisfactory. Specifically, the provider failed to provide information relating to, amongst other matters, premium rate numbers used and outpayments. The Level 2 provider did not provide any response to the letter sent on 6 June 2012.

The Executive asserted that the requests, contained in the above letters, were appropriate to enable the Executive to gain a full understanding of the Service and specifically to verify that the Level 2 provider was capable of providing the Service that he was promoting to consumers.

As a result of the above, the Executive submitted that the Level 2 provider had breached paragraph 4.2.5.

2. The Level 2 provider denied that he was in breach of paragraph 4.2.5. The provider asserted that he had had difficulties communicating in writing but that he appreciated that the letters required a response. In addition, the provider stated that he was on holiday at the time of one of the requests and therefore decided not to reply.
3. The Tribunal considered the evidence and found that the Level 2 provider had failed to provide a full answer to the requests for information contained in the letters dated 17 May, 6 June and 25 June 2012. Accordingly, the Tribunal upheld a breach of paragraph 4.2.5 of the Code.

Decision: UPHELD

SANCTIONS

Initial Overall Assessment

The Tribunal's initial assessment of the breach of the Code was as follows:

Rule 2.3.2- Misleading

The initial assessment of rule 2.3.2 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service generated substantial revenue through a recklessly non-compliant promotion that misled consumers.

Rule 2.3.10- Fairness- vulnerability

The initial assessment of rule 2.3.10 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The nature of the breach was such as to take advantage of a consumer who was in a position of vulnerability.

Rule 2.2.5- Pricing- proximity

The initial assessment of rule 2.2.5 of the Code was **significant**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was purposely or recklessly promoted in such a way as to impair the consumer's ability to make a free and informed transactional decision.

Rule 2.2.1(a)- Pricing- promotional material

The initial assessment of rule 2.2.1(a) of the Code was **significant**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service, which failed to supply pricing information or adequate details relating to the provider of the Service, was such that the legitimacy of the Service as a whole was in doubt, when consumers accessed it and were charged unknowingly.

Paragraph 3.4.1- Registration

The initial assessment of paragraph 3.4.1 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was operated in such a way that demonstrated a degree of recklessness or intentional non-compliance with the Code.

Paragraph 3.4.12(a)- Registration of numbers

The initial assessment of paragraph 3.4.12(a) of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was operated in such a way that demonstrated a degree of recklessness or intentional non-compliance with the Code.

Paragraph 3.9.1- Substantiate factual claims

The initial assessment of paragraph 3.9.1 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was operated in such a way that demonstrated a degree of recklessness or intentional non-compliance with the Code.

Paragraph 4.2.4- Investigation- conceal or falsify information

The initial assessment of paragraph 4.2.4 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was operated in such a way that demonstrated a degree of recklessness or intentional non-compliance with the Code.

Paragraph 4.2.5- Investigation- failure to disclose

The initial assessment of paragraph 4.2.5 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The Service was operated in such a way that demonstrated a degree of recklessness or intentional non-compliance with the Code.

The Tribunal's initial assessment was that, overall, the breaches were **serious**.

Final Overall Assessment

In determining the final overall assessment for the case, the Tribunal took into account the following two aggravating factors:

- The Level 2 provider failed to follow Guidance in relation to the content of promotional material.
- The Level 2 provider failed to follow Compliance Updates and Notices to industry in relation to registration and the requirements of the Code.

There were no mitigating factors.

The revenue in relation to the Service was within the range of Band 1 (£1- 5,000).

Having taken into account the aggravating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **serious**.

Sanctions Imposed

Having regard to all the circumstances of the case, the Tribunal decided to impose the following sanctions:

- A formal reprimand; and
- A fine of £6,000.

Appendices

Appendix A- Screenshots from www.housinghelpuk.co.uk:

The screenshot shows the homepage of Housing Help UK. At the top, the logo "Housing Help UK" is displayed in pink and green, with the tagline "Finding your perfect property" in grey. To the right, the phone number "0904 365 8800" is shown in pink. Below the logo is a green navigation bar with white text for "HOME", "Landlords", "Register By Phone", "Register Online", "Tenants", and "CONTACT US". The main content area features a large background image of a person on a mobile phone. On the left, there are three green-bordered boxes: "Areas we cover" with a cityscape image, "How to register" with a woman on a phone, and "100s of NEW Properties each month" with a building image. The central text reads: "Finding you the perfect home that accepts DSS or housing benefit" in pink. Below this is the "About us" section, which describes the company as an online letting agency for DSS and LHA properties, highlighting its experience and data base. The footer of the page includes a disclaimer: "Calls to 090 numbers will be charged at 153p a minute from BT landlines. Calls from other networks or from outside the UK may vary. Calls may be monitored or recorded for training purposes."

This screenshot is identical to the one above, showing the same homepage layout for Housing Help UK. It includes the logo, navigation bar, and main content area with the "About us" text and disclaimer at the bottom.

Appendix B- Screenshots from www.housing-helpuk.co.uk:

HOUSING HELP

0904 365 8800
Email: info@housing-help.co.uk

Home Rent Tenants Landlords Contact us Register Login

Housing Help is an online letting agency dealing, exclusively with landlords that accept DSS and Housing benefit.

Quick search

Type: Buy
Location: Any
Bedrooms: Any
Min price: Min
Max Price: Max
Search

Featured Properties:

Ashden Road, Hackney, London
Price: £150,00 pw
[More details](#)

Choose Language Hebrew Urdu Bengal

New Street view
View our properties from our own street view cameras. It's like being there!

Search by map
Now you can search for properties using our interactive map!

Our aim is to provide an online agency and support line service, helping people on benefits secure housing in the private sector. Our data base of properties which includes our own properties, housing companies, DSS/LHA friendly agents and DSS/LHA friendly agents that help finding a home with government funding easier.

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agency dealing, exclusively with landlords that accept DSS and Housing benefit.

Quick search

Bedrooms: Any
Min price: Min
Max Price: Max
Search

Featured Properties:

Ashden Road, Hackney, London
Price: £150,00 pw
[More details](#)

Choose Language Hebrew Urdu Bengal

New Street view
View our properties from our own street view cameras. It's like being there!

Search by map
Now you can search for properties using our interactive map!

Register with us
And we will send you matching lets as they are instructed - often before they are published

Our aim is to provide an online agency and support line service, helping people on benefits secure housing in the private sector. Our data base of properties which includes our own properties, housing companies, DSS/LHA friendly agents and private landlords. We will carry out a comprehensive search to bring you a solution for your accommodation requirements. If we can't find you suitable accommodation on our first search we will prioritise your application until we do.

Calls to 090 numbers will be charged at 153p a minute from BT landlines. Calls from other networks or from outside the UK may vary. Calls may be monitored or recorded for training purposes.

[Privacy Law](#) | [Disclaimer](#)

Appendix C- Screenshots from www.gumtree.com:

The screenshot shows a Windows Internet Explorer browser window displaying a search result on Gumtree. The address bar shows the URL: <http://www.gumtree.com/p/flats-houses/looking-for-properties-that-accept-dss-camden-and-surrounding-areas/9248441>. The search bar contains the phone number "09043658800". A message states: "You searched for '09043658800' - not what you're looking for? See more ads like this in London." The breadcrumb trail is: United Kingdom > London > Flats & Houses > For Rent > Offered > 1 Bedroom. The main heading is "LOOKING FOR PROPERTIES THAT ACCEPT DSS CAMDEM AND SURROUNDING AREAS" with a price of "£230pw Nw3 Nw1 Camden, London". A table lists property details:

Date available	Property type	Number of beds	Seller type
12/03/12	Flat	1	Private

Below the table, it says: "Properties to rent in ALL LONDON AREAS - DSS AND HOUSING BENEFIT ACCEPTED - call today to register your details and find a property." There are two lines of asterisks: "***** Call our team today to register your details *****" and "***** * Lines open Monday - Friday 9.30 - 8.00 *****". The contact information is: "To register call 0904 365 8800" and the URL "http://www.housinghelpuk.co.uk/#registerbyphone". An image of a brick building is shown with an "Enlarge picture" link.

The screenshot shows a Windows Internet Explorer browser window displaying a search result on Gumtree. The address bar shows the URL: <http://www.gumtree.com/p/flats-houses/1-bed-dss-properties-must-see-call-today-to-register/9245834>. The search bar contains the phone number "09043658800". A message states: "You searched for '09043658800' - not what you're looking for? See more ads like this in Tower Bridge". The breadcrumb trail is: United Kingdom > London > Central London > Tower Bridge > Flats & Houses > For Rent > Offered > 1 Bedroom. The main heading is "1 BED DSS PROPERTIES MUST SEE CALL TODAY TO REGISTER" with a price of "£185pw Se1 Se16 Bermondsey, London". A table lists property details:

Date available	Property type	Number of beds	Seller type
12/03/12	Flat	1	Private

Below the table, it says: "Properties to rent in ALL LONDON AREAS - DSS AND HOUSING BENEFIT ACCEPTED - call today to register your details and find a property." There are two lines of asterisks: "***** Call our team today to register your details *****" and "***** * Lines open Monday - Friday 9.30 - 8.00 *****". The contact information is: "To register call 0904 365 8800" and the URL "http://www.housinghelpuk.co.uk/#registerbyphone". An image of a brick building is shown with an "Enlarge picture" link.