

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

**Thursday 30 August 2012
TRIBUNAL SITTING No. 107 / CASE 2
CASE REFERENCE: 07922**

Level 2 provider: Horizon Housing (Registered Charity)
Type of service: "DSS Housing Help" - Housing Directory/ Information service
Network operator: Relax Telecom PLC

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

BACKGROUND

On 3 May 2012, during routine pre-adjudication monitoring for a case due to be adjudicated on 10 May 2012, (case reference 04275, against London and Southern Housing Limited ("London and Southern") the Executive identified a service named "DSS Housing Directory" (the "Service") (**Appendix A**), which operated on 118 175 (at a cost of £1.50 for the first minute, 75p per minute for subsequent minutes) and was promoted on the website www.dsshousing.co.uk (**Appendices B and C**). The Service purported to offer housing support and advice to individuals in receipt of benefits and was widely promoted on third party classified advertisement websites (**Appendix D**). The Network operator stated that the number was allocated to the Level 2 provider Horizon Housing, a registered charity, on 20 April 2012.

On 26 May 2012, PhonepayPlus received a complaint from a member of the public regarding the Service. Concerns raised by the complainant included a lack of pricing information and that the Service took advantage of those on benefits. In addition, Executive monitoring highlighted concerns regarding undue delay, the provision of poor quality, inaccurate and misleading information, the registration of numbers and the accuracy of claims made in promotional material. Further, the Level 2 provider was found to have promoted various 0872 premium rate numbers to consumers during calls, which belonged to itself.

The Investigation

The Executive conducted this matter as a Track 2 procedure investigation in accordance with paragraph 4.4 of the Code.

The Executive sent a breach letter to the Level 2 provider on 8 August 2012. Within the breach letter the Executive raised the following potential breaches of the Code:

- Rule 2.3.10 – Vulnerable groups;
- Rule 2.3.2 – Misleading;
- Rule 2.3.4 – Undue delay;
- Rule 2.2.5 – Pricing;
- Rule 2.2.1(a) – Provision of contact details;

- Paragraph 3.4.12(a) – Registration of numbers;
- Paragraph 3.9.1 – Substantiate factual claims;
- Paragraph 4.2.4 – Conceal or falsify information;
- Paragraph 4.2.5 – Failure to disclose information; and
- Paragraph 3.9.2 – Appropriate use of number range.

On 30 August 2012, the Tribunal reached a decision on the breaches raised by the Executive.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE

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 noted that promotional material was designed to attract those in receipt of benefits to use the Service (**Appendices B and C**). Therefore the Executive submitted that customers using the Service were, or were likely to be, experiencing financial difficulty and/or homelessness. The Executive noted that part 4.2 of the Guidance on “Promotions and promotional material” defined vulnerability as, “[A]n illness, bereavement or financial difficulty”. As such, the Executive asserted that a service promoting and operating a helpline providing information and/or advice on a premium rate number (which was available for free on websites or for further premium rate numbers which routed consumers to estate agents/landlords) appeared to take advantage of a vulnerability caused to consumers by their personal circumstances. Accordingly, the Executive submitted that the Level 2 provider had breached rule 2.3.10 of the Code.
2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and concluded that callers were likely to be vulnerable as a result of their personal circumstances (seeking housing and being in receipt of benefits) and that the Level 2 provider had sought to take advantage of this vulnerability by targeting the Service at them. The Tribunal upheld a breach of rule 2.3.10 of the Code.

Decision: UPHELD

ALLEGED BREACH TWO

Rule 2.3.2

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

1. The Executive asserted that the Service operated in breach of rule 2.3.2 for two reasons.

Reason 1: Statements regarding “affiliates”

The Executive noted that the Service was promoted using the following wording (**Appendices C and D**),

“DSS WELCOME”;

“DSS housing Directory has the largest database of properties available from our affiliates to tenants on Housing Benefit”;

“...on this website every agent/landlord will accept tenants on Housing Benefit”;
“...benefit friendly housing flats and houses available to tenants claiming housing benefits”;
“...properties from benefit friendly housing companies”;
“...DSS friendly agents and private landlords”; and
“...landlords/agents throughout the UK that will accept tenants on housing benefits”.

In addition, promotional material for the Service included that claim that the Level 2 provider was well connected to “benefit friendly housing companies” and “private landlords”.

The Level 2 provider failed to provide evidence of its affiliates, stating that the information was loaned to them and that it, “is on a database that is not owned by us”. Executive monitoring of a sample of the purported affiliate estate agents provided by the Level 2 provider uncovered that none of the agents contacted by the Executive had either heard of, nor had any connection with the Level 2 provider. In addition, some of the numbers provided were premium rate numbers allocated to the Level 2 provider, which were call-routed (without consent) to the said agent.

As a result of the above, the Executive submitted that the Level 2 provider’s claims in relation to “affiliates” were misleading or likely to mislead.

Reason 2 – Images of properties

The Executive noted that promotional material included colour photographs of properties adjacent to statements such as, “2 Bed apartment, available, as shown [name of town] for tenants claiming housing benefit”. The Executive submitted that using images of actual properties suggested that the Service had actual properties available for rental to those in receipt of benefits. However, in reality the Service did not have any of its own properties available for rental. The Executive submitted that the use of the photographs was therefore misleading or likely to mislead.

In light of the two reasons provided above, the Executive submitted that the Service operated in breach of rule 2.3.2 of the Code.

2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and concluded that consumers were misled, or were likely to have been misled, by the Level 2 provider’s claims in relation to “affiliates” as none of the agents contacted had any relationship with the Level 2 provider and a large number of the agents contacted did not provide properties to individuals in receipt of benefits. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

Decision: UPHELD

ALLEGED BREACH THREE

Rule 2.3.4

“Premium rate services must be provided without undue delay after the consumer has done what is necessary to connect with the service and must not be unreasonably prolonged.”

1. The Executive referred to the PhonepayPlus Guidance note on, “The avoidance of undue delay”, which states, “Holding or delaying consumers from reaching key information is not permitted on any service”.

During monitoring calls, members of the Executive were subjected to extensive questioning regarding their name, age, address, contact details, employment status, benefit status and whether they smoked or had a pet. After extensive questioning, the Executive was provided with a list of phone numbers of purported estate and letting agents who purportedly offered “DSS friendly” accommodation in a specific area. One monitoring call lasted 14 minutes 51 seconds and another lasted 4 minutes 15 seconds.

The Executive submitted that many of the questions asked by operators during calls did not materially assist the operator in the provision of information to the caller and simply delayed consumers from reaching the key information that the Service purported to supply. In addition, during one call the operator stated that the questions were asked in order to “register” the consumer and that, “to register this is just a series of questions about 10 questions so we can give you a reference number...depending on how you answer the question you can get...emails...it is useless as I can’t even look up your reference number”.

Further, on at least one occasion during monitoring, the caller was put on hold, further adding to the delay in receiving information.

The Executive accordingly submitted that the Level 2 provider had breached rule 2.3.4 of the Code.

2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and concluded that callers had been subjected to undue delay. The Tribunal was particularly persuaded by the monitoring evidence produced by the Executive in relation to the experience they had encountered when using the Service. The Tribunal upheld a breach of rule 2.3.4 of the Code.

Decision: UPHELD

ALLEGED BREACH FOUR

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 asserted that the Service operated in breach of rule 2.2.5 for the following four reasons.

Reason 1 – Promotion of 0872 numbers

The Executive noted that during monitoring calls it was provided with several 0872 numbers. The Executive was informed that the numbers were for estate agents and landlords, but at no point was it informed that they were premium rate numbers or told the cost of calling the numbers.

Reason 2 - The website promotion

The Executive noted that the Service was heavily promoted on the Level 2 provider's website; however no pricing information was provided (**Appendices B and C**).

Reason 3 - Pricing on print promotions

The complainant provided a copy of a print promotion for the Service, which was published in the Loot publication (20-22 May 2012 edition). Although the Service's premium rate number was included, the promotion did not include any pricing information.

Reason 4 – Other web promotions

The Executive found that the Service was promoted on a number of third party classified advertisement websites, including www.saintclassified.co.uk and www.gumtree.com (**Appendix D**). No pricing information was included in the promotions.

In light of the lack of pricing information in any of the promotions outlined above, the Executive submitted that rule 2.2.5 of the Code had been breached.

2. The Level 2 provider did not provide a response to the breach letter. In earlier correspondence the Level 2 provider stated that the Service was only promoted on its website.
3. The Tribunal considered the evidence and concluded that there had been a breach of rule 2.2.5 of the Code for the four reasons submitted by the Executive. The Tribunal was particularly concerned that consumers were not told of the cost of dialling the 118 number and were subsequently not told of the cost of the premium rate (0872) numbers provided by call operators. Accordingly, the Tribunal upheld a breach of rule 2.2.5 of the Code.

Decision: UPHELD

ALLEGED BREACH FIVE

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 none of the promotional material viewed by the Executive (**Appendices A, B, C and D**) contained a non premium rate UK contact number for the Level 2 provider. Therefore, the Executive submitted that the Level 2 provider had breached rule 2.2.1(a) of the Code.
2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and concluded that there was no evidence of a non premium rate UK contact number for the Level 2 provider being provided in promotional material. Accordingly, the Tribunal upheld a breach of rule 2.2.1(a).

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 brought a number of “Notice[s] to Industry” regarding registration to the Tribunal’s attention.

The Executive noted that the Level 2 provider was allocated the premium rate number 118 175 by the Network operator, which became operational on 20 April 2012. The Level 2 provider also operated a number of other premium rate 0872 numbers. The number 118 175 was not registered with PhonepayPlus until 15 May 2012, 26 days after the Service began operation. Further, the Level 2 provider never registered the 0872 numbers with PhonepayPlus. The Executive submitted that the delay of 26 days in registration of the 118 number was unreasonable and therefore in breach of paragraph 3.4.12(a). Further, the lack of registration of the 0872 numbers was in breach of paragraph 3.4.12(a).

2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal noted the Executive’s submissions and concluded that there is an obligation on Level 2 providers to register services within a reasonable period having regard to paragraph 3.4.12(a) and (c) of the Code and the “Notice[s] to Industry”. The Tribunal found that the 0872 numbers had never been registered and that, in respect of the 118 175 service, a failure to register for a period of 26 days on the facts of this case constituted excessive delay in 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 stated that on 23 July 2012 it issued a formal direction to the Level 2 provider to provide information and documents in relation to 18 specific questions and/or request for information and/or documents. Two of the questions requested information, documentation and other evidence to substantiate the claims made within promotional material concerning the Level 2 provider’s readiness to accept applications from tenants on benefits, its purported affiliation with “DSS friendly” estate agents and how the Service operated (including staff training).

Question 10 of the Direction stated, “Please provide a **comprehensive** and **complete** list of **all** of your 800 affiliates and that you use and pass details of onto your callers”.

Question 11 stated, “Please provide us with documentary evidence of any training material you use to train your call operators”.

The Level 2 provider failed to provide evidence in response to either of the two questions. As a result, the Executive submitted that it did not have readily available evidence to substantiate factual claims made in relation to the existence of affiliates

and the provision of expert housing support by suitably trained staff. Therefore the Executive submitted that a breach of paragraph 3.9.1 of the Code had occurred.

2. The Level 2 provider did not provide a response to the breach letter. However, in earlier correspondence it stated that the database containing details of its affiliates, "is leased to us and is on a database that is not owned by us". In relation to the request for documentary evidence regarding staff training the Level 2 provider stated that, "No longer applicable as we discontinued the Service".
3. The Tribunal considered the evidence and concluded, in the absence of any evidence to the contrary and on the balance of probabilities, the Level 2 provider did not have readily available all documentary and other evidence necessary to substantiate the factual claims made in relation to it having affiliates. Therefore, the Tribunal upheld a breach of paragraph 3.9.1.

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 was given two opportunities to provide information relating to the operation of the Service. The response provided by the Level 2 provider to the Executive's formal investigation letter dated 23 July 2012, contained only one line or incoherent responses. Specifically, the Level 2 provider stated that, "No promotions in magazines or newspapers were placed" indicating that the Service was not promoted by the Level 2 provider in any print media. However, contrary to the Level 2 provider's statement, a complainant provided PhonepayPlus with a promotion from the Loot newspaper dated 20-22 May 2012. Consequently, the Executive submitted that the Level 2 provider had provided false and misleading information to the Executive in breach of paragraph 4.2.4 of the Code.
2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and found on the balance of probabilities and for the reason given by the Executive that the Service had been promoted in print media by the Level 2 provider. Therefore the Tribunal concluded that the Level 2 provider had provided false information. 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 submitted that the Level 2 provider was given two opportunities to provide information relating to the operation of the Service, in response to requests dated 23 July 2012 and 31 July 2012 respectively. The Level 2 provider's first response, dated 31 July 2012, contained one line, incoherent or incomplete

responses. The Level 2 provider failed to supply any response to the Executive's second request for information.

The Executive submitted that the inadequate response to the requests limited the investigation as the investigation took more time and the Executive's ability to assess the potential scope of consumer harm was hindered. Accordingly, the Executive submitted that the Level 2 provider had failed to provide information that was reasonably likely to have had a regulatory benefit in the investigation.

2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and concluded, for the reasons given by the Executive, that the Level 2 provider had breached paragraph 4.2.5 of the Code. Accordingly, the Tribunal upheld a breach of paragraph 4.2.5 of the Code.

Decision: UPHELD

ALLEGED BREACH TEN

Paragraph 3.9.2

"Where certain premium rate number ranges, shortcodes or other means of access to services have been designated by either Ofcom or a Network operator for use only for particular purposes or for the provision of particular categories of service, or where Ofcom or a Network operator has restricted certain premium rate number ranges, shortcodes or other means of access to services from being used for particular purposes or for the provision of particular categories of service, those number ranges, shortcodes or means of access must not be used in contravention of these restrictions. Ofcom's designations will have precedence over any issued by a Network operator."

1. The Executive asserted that all premium rate services must operate on a number within the appropriate number range. It was noted that the Service operated on the 118 prefix designated for directory enquiry services. The Executive relied upon PhonepayPlus Guidance on "Directory enquiry services" (the "**Guidance**"). It was noted that the Guidance states,

"Information provided by DQ services should be from legitimate and up-to-date sources.

1. Providers of DQ services should take reasonable steps to ensure that the consumer receives the information the service advertises that it is offering.
2. The obligation placed on any DQ provider, in being able to match or make available a listing through its data sources, is dependent on sufficient information being given by the consumer in the first instance.
3. DQ services should not connect consumers to other, inappropriate premium rate services.
4. Refunds should be provided to consumers, where necessary".

The Executive submitted that the Service operated on an incorrectly designated prefix for the following three reasons.

Reason 1:

The Guidance states,

"Providers of DQ services should take reasonable steps to ensure that the consumer receives the information the service advertises that it is offering".

The Executive noted that the Level 2 provider made the claim, "We currently have over 800 affiliates covering most areas of the UK. We are particularly strong in London."

The Executive stated that during monitoring of the Service it was given several phone numbers of purported agents and landlords in the South London area; however, upon calling the numbers it was found that many of the named companies, or individuals did not accept tenants in receipt of housing benefit and/or had not heard of the Level 2 provider and/or did not answer the call or hung up and/or were not based in South London.

In addition, despite repeated requests from the Executive, the Level 2 provider failed to provide any evidence to support its claim of having "800 affiliates".

In the absence of this information, the Executive asserted that the Level 2 provider had not demonstrated that the consumer received the information the Service offered in its advertising.

Reason 2:

The Guidance states,

"The obligation placed on any DQ provider, in being able to match or make available a listing through its data sources, is dependent on sufficient information being given by the consumer in the first instance".

Notwithstanding the quality of the information provided, the Executive noted that the key information provided by the Service were numbers for estate agents/landlords in a specific area. It was therefore appropriate to ask callers their preferred location in order to provide the information sought. However, Executive monitoring revealed that consumers were questioned extensively on matters including, but not limited to, their name, age, address, employment status, contact details and whether they were in receipt of any benefits, were a smoker or had a pet. The Executive submitted that as a result of the lengthy questioning consumers were not given the information sought in a timely manner and incurred unnecessary premium rate charges.

Reason 3:

The Guidance states:

"DQ services should not connect consumers to other, inappropriate premium rate services".

The Executive submitted that several numbers provided by the Service were 0872 premium rate numbers charged at 10p per minute, which were allocated to the Level 2 provider. The 0872 calls were routed to estate agents, therefore the Level 2 provider generated income from calls to both the 118 and 0872 numbers. The Executive submitted that the Service connected consumers to an inappropriate premium rate service.

In light of the above three reasons, the Executive submitted that the Level 2 provider operated the Service contrary to the Guidance and on an inappropriate number range in breach of paragraph 3.9.2.

2. The Level 2 provider did not provide a response to the breach letter.
3. The Tribunal considered the evidence and found that the Service operated contrary to PhonepayPlus Guidance on “Directory enquiry services”. However, in the absence of a definition of “Directory enquiry service” in the Executive’s written submissions, the Tribunal was not satisfied that the alleged breach had been made out.

Decision: NOT UPHELD

SANCTIONS

Initial Overall Assessment#

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

Rule 2.3.10 – Vulnerable groups

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 is such as to take advantage of a consumer who is in a position of vulnerability.

Rule 2.3.2 – Fairness/ misleading

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

- There was no evidence that the Service had assisted anyone to obtain “Benefit friendly” rental accommodation and therefore the Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.

Rule 2.3.4 – Fairness/ undue delay

The initial assessment of rule 2.3.4 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- The cost incurred by consumers was higher and the Service had generated higher revenues as a result of the breach.

Rule 2.2.5 – Transparency and pricing

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

- The Service was designed with the specific purpose of generating revenue streams for an illegitimate reason.
- The nature of the breach was likely to severely damage consumer confidence in premium rate services.

Rule 2.2.1(a) – Contact details

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 failed to supply pricing information and adequate details relating to the provider of the Service.

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 Level 2 provider unreasonably failed to register numbers with PhonepayPlus for an extended period of time or at all.

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 Level 2 provider did not have readily available all documentary and other evidence necessary to substantiate factual claims.

Paragraph 4.2.4 – Conceal or falsify information

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

- The Level 2 provider supplied inaccurate, false and misleading information which had a detrimental impact on investigation and enforcement of the Code.

Paragraph 4.2.5 – Failure to disclose information

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

- The Level 2 provider provided limited or no response to directions to provide information which undermined regulation.

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

Final Overall Assessment

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

- On 10 May 2012, the Tribunal adjudicated against London and Southern Housing Limited (“**London and Southern**”). The Tribunal noted that the Service provided by the Level 2 provider in this adjudication was nearly identical to the service provided by London and Southern, five of the same provisions of the Code were upheld against London and Southern. The Tribunal further noted the connections between Horizon Housing and London and Southern. In particular, the two providers shared a number of personnel. Further, the Tribunal noted that access to London and Southern's premium rate numbers was suspended on 17 April 2012 and that Horizon Housing contracted with the Network operator to provide numbers on 20 April 2012. Accordingly, the Tribunal

formed the view that there had been a deliberate attempt to circumvent the Code and the protection it offers to consumers.

- The Level 2 provider provided its own premium rate numbers, re-routed to estate agents, as a means of inflating revenue.
- The Level 2 provider stated that it had voluntarily suspended the Service. However, the Service was suspended unilaterally by the Network operator.

There were no mitigating factors.

The revenue in relation to this Service was in the range of Band 5 (£5,000- 50,000).

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

Sanctions Imposed

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

- A formal reprimand;
- A fine of £25,000;
- A requirement that the Level 2 provider seeks prior permission for the operation of any premium rate service for a period of 12 months; and,
- A requirement that the Level 2 provider must refund all complainants who claim a refund, within 28 days, for the full amount spent by them on the Service, save where there is good cause to believe that such claims are not valid, and provide evidence to PhonepayPlus that such refunds have been made.

Appendices

Appendix A – An example of promotional material for the Service:

208876285

DSS Housing Directory

ON HOUSING BENEFIT?

Having difficulty finding accommodation?

1/2 Bed Flats and 3/4 Bed Houses available

DSS Housing Directory has the largest database of properties available from our affiliates to tenants on housing benefit throughout the UK

open Mon-Fri 9am-9pm Sat -Sun 10am-4pm

Call DSS Housing Directory
118 175

Appendix B – Screenshot of www.dsshousinguk.com homepage:

Search again for DSS Rentals

Select...

Submit

You have The Right to Good Advice...
Here at Horizon Housing we have teamed up with Life UK Financial to offer you a FREE call back from an Independent Financial Adviser for advice on Financial Planning, including debt management, savings & Insurance.....etc
Please click here

Some of our DSS Rental Client Testimonials

You guys are so quick Bella -Ref No: HS1010297

Call the housing directory on 118 175

Supported Housing

Search Results for DSS Housing in WALES

Area Cardiff, CF - (Cardiff) DSS Welcome ✓
33 properties available to Dss Tenants at any one time
This contact covers all areas of Cardiff
Guarantors are required from housing benefit tenants
Call now to book viewings...
Call the DSS housing directory on 118 175

Area Cardiff, CF - (Cardiff) DSS Welcome ✓
This agent covers all of South Wales
Up to 40 benefit friendly properties every month in all parts of South Wales
This agent accepts Deposit Bond Schemes
Call now for up to date listings...
Call the DSS housing directory on 118 175

Area Cardiff, CF - (Cardiff) DSS Welcome ✓
Housing Benefit Friendly Agent
5 Benefit Friendly Flats and Houses available to tenants claiming housing benefit each month
- Deposit is a months rent + £100 if the property is furnished
Call now to see what's available...

Done Internet | Protected Mode Off 100%

Appendix C – Screenshot of www.dsshousinguk.com “About Us” page:

Our experienced DSS Housing staff are available between 9am-9pm 7 days a week

Login

Horizon's DSS Housing

Call the housing directory on 118 175

Home | Tenants | **Post an Ad** | Supported Housing | About Us | Contact Us

Dss housing UK offers a dedicated support service sourcing privately rented accommodation to those in need.


If you are looking for a flat to rent, our advice team can tell you how to rent a flat. If you are looking to rent a flat, you will be able to choose from our affiliate listings who all have flat for rent.

Our service is used by Council Housing Departments, Major Housing Charities, Citizens Advice Bureaux, plus many private clients.

Horizon Housing's support service, T/A dshousinguk has over 900 landlords and agents on its database with 1000's of properties available monthly throughout the UK for those claiming housing benefit, all at flat rent.

This is a unique service for millions of people who struggle trying to secure accommodation in the private rented sector and thus alleviating homelessness. Horizon housing's information service helps many people on a daily basis who are excluded by the main stream Estate Agents by the mere fact that they receive help with their rent.





Awaiting


Done Internet | Protected Mode: Off 100%

Appendix D - Examples of promotional material on third party websites:

This is Google's cache of <http://hertfordshire.saintclassified.co.uk/apartments-for-rent-in-south-east-london-dss-welcome-south-east-250pw-guarantor-ad-58751>. It is a snapshot of the page as it appeared on 12 Jul 2012 19:15:45 GMT. The current page could have changed in the meantime. [Learn more](#)


These search terms are highlighted: **dss housing directory 118 175** [Text-only version](#)

Apartments For Rent in South East London **DSS** Welcome South East 250pw Guarantor Hertfordshire, United Kingdom Sign in or Sign up



Search Select a Category or

Photo Not Available



Apartments for rent in South East London, DSS welcome: South East: 250pw, , , guarantor

Location: Hertfordshire, United Kingdom
Street Address:
Date Posted: Apr 23
Phone:

[Reply to this Ad Via Email/SMS](#)

Apartment available, as shown in the South East London tenants claiming **housing** benefit.

selection of flats-BED 1-2 and 3-4 bed houses people dwelling in most areas of London. system of South East

deposit and one month advance rent is required


guarantor is also required

these properties go very quickly Call to arrange your viewing today.

Call **DSS housing directory 118 175**

SaintClassified on Facebook

5,172 people like SaintClassified.




Facebook social plugin

Like Us and get Updates

SaintClassified on Facebook

5,172 people like SaintClassified.



Internet | Protected Mode: Off 100%

