Inappropriate practices when canvassing

- Door knocking or cold calling at properties for sale with other agents.
- Continuous unsolicited calls, emails or general junk mail.
- Use of a ‘compliments slip’ or ‘note’ that does not explain its true purpose but merely makes a statement such as ‘contact me urgently’.
- Acting as someone who you are not or using third parties to project your business.
- Specifically targeting tenants by whatever means for details of landlords so that unsolicited approaches can be made to those landlords.

Avoidance of these practices will help consumers avoid experiencing what could amount to harassment or being misled and to lessen irritation resulting from causing effort or raising expectation of the consumer.

Best practice

As a matter of best practice and to provide the consumer with the maximum amount of information to be able to make an informed decision and to further avoid them being subject to harassment:

- Any ‘flyer’ should state clearly who it is from, its purpose and the services you can offer. It should also make clear the potential for two fees where a previous agent has been or is currently instructed. Note that any claim that your performance is better than another agent has to be capable of being substantiated otherwise it could be construed as a misleading practice under the Consumer Protection Regulations and the Business Protection from Misleading Marketing Regulations 2008.
- Any follow up telephone call to check on receipt of or to follow up a flyer should state who is calling and why and refer to the flyer. If the consumer makes clear they are not interested the call should be terminated and no further follow up made. Similar principles apply to email follow up.
- You must act promptly if a consumer asks you to stop canvassing as required by paragraph 3f in both the Sales and Lettings Codes.

Note that paragraph 3d of the Sales Code requires that if as a result of an unsolicited approach the consumer expresses interest in engaging your services, you must draw to their attention and explain before they are committed to another contract the potential of paying fees to more than one agent where another agent has been previously instructed to sell their property.

As a matter of best practice the consumer should sign a declaration confirming that they have understood their potential liability.