

## **The complaint**

Mr A complains about that quality of the fitting of a new kitchen and bathroom at his home. Because the work was funded by a loan from Shawbrook Bank Limited and arranged by the supplier, he says that Shawbrook is liable to put things right.

## **What happened**

In October 2019 Mr A arranged for a supplier, which I'll call K, to fit a new bathroom and kitchen at a cost of just under £18,000. That included the supply of some appliances, cupboards, plumbing and electrical work, plastering and flooring.

The documents produced at the time included plans and a full breakdown of the price for the kitchen work. No separate price was provided for the bathroom.

Mr A was not entirely happy with the work that was done and, early in December 2019, he contacted K to explain the issues he had. They included the fitting of the cooker, the refitting of a window surround and a crack in the ceiling plaster. K said it would carry out remedial work.

Later in December 2019 Mr A contacted Shawbrook to say that K had not been able to complete the remedial work to his satisfaction. He said that the plastering was of a poor standard, holes had been drilled in the wall board and could not be filled, and that the finish around the kitchen window and bathroom door was not acceptable. There were also issues with noise from the pipes and the size of the splash-backs in the kitchen; the issue with the window had not been resolved.

Mr A was not happy with Shawbrook's response and referred the matter to this service. In the meantime, it appears that K sought to address some of the outstanding issues. In October 2020 K attended Mr A's property to review what needed to be done. That included (according to K's own report) the replacement of shower boards, re-trimming the window, refitting the shower screen, and filling a gap between the bathroom door and trim. Mr A declined to sign the report and says that the work has never been completed.

In January 2021 our investigator issued a preliminary assessment of Mr A's complaint. She identified three issues which had not been resolved and on which she felt she needed to comment. They were:

- K said that Mr A had signed a form indicating that the work had been carried out to his satisfaction. He said that was not the case.
- The kitchen window surround had not been fitted properly.
- There were holes in the bathroom wall which had not been properly filled.

On the first point, the investigator did not think this was a matter for Shawbrook to address.

The investigator noted that the plans had indicated that the kitchen window reveal needed to be removed. She thought too that photos from Mr A showed that it had not been refitted with reasonable care and skill. This ought to be rectified.

Mr A said that K had wrongly sized the radiator. It had drilled holes for the wrong size and, because the holes were in wall-board (rather than, say, plaster), it was not possible to fill them without the holes being visible. K said that Mr A had asked for the radiator size to be changed after the holes had been drilled, so it was not responsible for the holes being in the wrong place and, therefore, visible. On this point, the investigator accepted what Mr A had said and recommended that further remedial work be carried out.

Shawbrook accepted the investigator's view and said that K had agreed to deal with the two remedial issues which the investigator had identified. It said too that it would remove missed payment markers on Mr A's file.

Mr A questioned whether K's agreement extended to matters which it had already agreed to rectify. It indicated too that Shawbrook had told him that the loan agreement had been cancelled because payments had not been made. He questioned too what work had been agreed with Shawbrook.

Mr A has more recently provided a list of the work that he says still needs to be rectified. He listed the following matters:

- kitchen window finish;
- missing kitchen splashback;
- splashback coming off the wall;
- shower wall not sealed;
- shower enclosure not sealed;
- shower wall finish around bathroom door;
- shower wall trim; and
- holes because of the radiator issue.

Because it had not been possible to resolve these issues, the case was passed to me for further consideration, and I issued a provisional decision.

In my provisional decision I explained that the effect of section 75(1) of the Consumer Credit Act 1974 in this case is that, if Mr A has a valid claim for breach of contract against K, he has a like claim against Shawbrook.

The contract with K was for the supply and installation of both the kitchen and the bathroom. Mr A did not allege that the goods were substandard but did say that the work had not been carried out with reasonable care and skill, as it should have been.

K had accepted in October 2020 that some remedial work was needed. That was because work had not been done with reasonable care and skill. I concluded that Shawbrook was liable in the same way as K to ensure that the work was carried out.

As far as the window was concerned, I noted that the original specification for the work did not say how the window surround was to be finished after fitting of the splashback. I thought that K had done enough to meet its obligations under the contract.

The poorly filled holes in the bathroom resulted from a different sized radiator being fitted from that initially specified. I was not persuaded that was necessary and so did not recommend any award in respect of that. I indicated that I would review the position if I received further evidence about the size of radiator fitted compared with that indicated on the plans.

I noted that it appeared that work was still required to fulfil K's contractual obligations. Shawbrook was not necessarily in a position to ensure the work was done, so I indicated that it could engage someone to complete the work or reimburse Mr A if he engaged someone else to do it.

I emphasised too that I had not taken K's claim that Mr A had signed a confirmation that the work had completed to his satisfaction as evidence that it had. I noted however that it was unlikely Shawbrook would have released funds to K without it, and that it was unlikely any work would have carried out without funds.

In response to my provisional decision, Shawbrook reiterated its argument that the finishing of the kitchen window had not been financed by the loan and that it was not therefore responsible for it.

Mr A too repeated some of the points he had already made. He indicated too that he would seek estimates for remedial work, although it appears he has not been able to do so.

He explained however that K had chosen the size of radiator for the bathroom, but that it had been too big and had to be replaced with a smaller one.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It is agreed that the work was not of satisfactory quality, but some matters remain in dispute. They are: the extent to which remedial work has been completed (or completed to a satisfactory standard); responsibility for the window trim; and the holes left as a result of the bathroom radiator being changed.

K's inspection report of 13 October 2020 included a list of items which K agreed needed to be completed. And on page 2, above, I listed further items which Mr A said needed to be rectified. There is some overlap, but I will comment on the two items which are in dispute.

I agree with Shawbrook that the kitchen window finish was not included in the original contract. That is, K did not agree to finish the window in the way that Mr A later required. It may have agreed to do so as the work progressed, but I do not think I can fairly say that was financed by the loan. It follows that Shawbrook has no liability for the standard of the work on that item – and I make no comment on it.

Mr A says, and I accept, that K initially specified the size of radiator needed, but that it did not fit in the space available without being an obstruction. Since specifying goods should have been done with reasonable care and skill, I think Shawbrook should compensate Mr A for the consequence of the error – the holes in Mr A's wall.

## **Putting things right**

Mr A's reasonable expectation here is to ensure that the work is completed to a satisfactory standard in line with the contract. But I think it is worth noting that Shawbrook is not really in a position to achieve that outcome directly. Either K must do so, or Mr A must engage someone else to do the work. Shawbrook can encourage Mr A and K to agree what work is needed and make arrangements to have it completed, but in my view it has done that – with only limited success.

I have therefore considered whether I am in a position to make an award which will compensate Mr A for the costs of putting things right – in effect, to make an award of the amount which it will cost Mr A to employ builders to do the work needed. Whilst he has said he has been given a quote of over £7,000 for remedial work, there is no breakdown of what that covers, so I do not think I can fairly make an award in that amount. It is unfortunate that Mr A has not been able to provide a detailed estimate for the work. I do not criticise him for that; if he has not received a quote despite requesting one, there is little he can do.

In my view, therefore, Shawbrook should indemnify Mr A for the reasonable costs of remedial work, including but not limited to that set out in K's report of 13 October 2020 – to the extent that work has not been completed. It can do that by reimbursing him or against at least two estimates. Any invoice or estimate should include an itemised breakdown of the work required.

For the avoidance of any doubt, Shawbrook does not need to indemnify Mr A in respect of any further work needed to the kitchen window.

If, as it appears may be the case, it is not possible to fill the holes in the bathroom wall in a satisfactory manner, Shawbrook should pay Mr A £200 in respect of that item.

## **My final decision**

My final decision is that Shawbrook Bank Limited should indemnify Mr A in the manner set out under the heading *Putting things right* above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 22 April 2022.

Mike Ingram

**Ombudsman**