

The complaint

Mrs S complains that Happy Customers Group Ltd trading as Pay As You Go Carpets (HCG) didn't accept her complaint about poorly fitted laminate flooring and hid charges from her.

What happened

Mrs S was seeking to buy some flooring and made an appointment with a surveyor from HCG. She placed an order for new laminate flooring to be supplied and fitted. She entered into a regulated finance agreement at 0% interest rate. The loan was repayable by direct debit of £40 every two weeks starting on 25 November 2020.

A deposit of £80 was paid on 11 November 2020. The fitting was carried out on 2 December. HCG would only fit the flooring once 25% of the total sum due had been paid so Mrs S paid the £111 on 20 November 2020 to facilitate this.

Mrs S also paid a fitting fee of £170 and on the day she signed the work off as satisfactory. However, the following day she noticed some issues and raised a complaint via social media. HCG's installations manager assessed the photos he had seen and concluded there were no issues with the fit. He said that the small gaps were expansion gaps to allow the laminate to swell and contract in various temperatures.

HCG say that they tried to contact Mrs S on 4, 7 and 8 December 2020 but without success. It issued a final response dated 8 December rejecting her complaint. Dealing with other issues raised by Mrs S it said the flooring had stopped short of the wall by the radiator to allow access to pipes. It added that the fitters were not insured to dispose of rubbish themselves which is why any leftover laminate remained at Mrs S's property.

Mrs S brought her complaint to this service where it was considered by one of our investigators who didn't think it should be upheld. He said that HCG had made clear that the fitting fee was separate and it had also set out information regarding the £80 deposit. He didn't consider the business had done anything wrong in relation to the contract.

As for the fitting he accepted the explanations put forward by HCG after examining the photographs of the finished work. Mrs S didn't agree and so the matter has been referred to me. I issued a provisional decision as follows:

In considering what is fair and reasonable, I said I needed to have regard to the relevant law and regulations, regulator's rules, guidance and standards and codes of practice and (where

appropriate) what I consider to have been good industry practice at the time. The finance agreement in this case was a regulated consumer credit agreement. As such this service is able to consider complaints relating to it. HCG is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The relevant law says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory".

The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances. Under the relevant law the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. I added that I didn't place much weight on the satisfaction note signed by Mrs S since she identified the issues within 24 hours of it being fitted.

I looked at the photographs and I wasn't persuaded that the fitted floor was of a satisfactory standard, nor was I convinced by the brief response by HCG's installations manager who also made his judgment from reviewing the photos.

I said there were two main issues, one was the gap left between the planks and the other was the gap at the edge of the wall. I understood that a gap between planks was not necessary, but a small gap at the perimeter where the laminate adjoins the wall was needed to allow for expansion and contraction. I could see from the photos that there were some gaps and it also appeared that the laminate wasn't laid level with some planks higher than others. As such I was not satisfied that the fitting was of a level that could be described as satisfactory.

I noted that looking at the edge of the wall by the radiator this looked to be unfinished. The planks were not level and a gap has been left where what appears to be an electrical cable which is attached to the skirting board. I would have presumed that this would have been identified by the surveyor and a solution identified. It would seem reasonable that the cable be raised up allowing the flooring to be finished properly. If the fitters were unable to do this it would have been appropriate for Mrs S to have told about that before she committed to the work.

With regard to the terms of the contact and disclosure by HCG I didn't consider that this aspect of Mrs S's complaint could be upheld. From what I had seen the contract contained the relevant information. Our investigator had asked HCG for further information and received a limited response, but despite that I couldn't say that the terms and conditions were unclear.

In terms of redress I said HCG was entitled to one attempt to make good the flooring and if it wished to do so I considered that would be fair. If that did not remedy the problem then that would allow Mrs S the opportunity to reject it and to have it removed and replaced.

Alternatively, I said both parties might consider a price reduction and simpler way to resolve matters and this would allow Mrs S to arrange for whatever remedial work she feels is necessary. If that route is taken I would suggest that the total price covered by finance be reduced by a third. I also thought that she was entitled to £100 for the distress and inconvenience she had suffered.

Mrs S made a number of responses to the provisional decision. She said she didn't want anything to do with HCG and she felt the compensation of £100 was not enough. She also said she obtained advice from a third party as to what was necessary to repair the floor. She said she was told it would have to be replaced. I asked for some written evidence from the third party, but Mrs S was unable to provide it. She said it was down to HCG to sort out the flooring.

HCG did not respond to the provisional decision.

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.

I have given thought to how best to resolve this matter. Mrs S has told us that she wants nothing more to do with HCG but she later said that it should sort out the flooring. Clearly I cannot direct HCG to repair the flooring if Mrs S does not want it involved.

I have also noted that Mrs S says the third-party installer has said it needs to be replaced, but I have no written evidence of this or any detail on what is required. So I am left with no feedback from HCG and conflicting requests from Mrs S. And I have no detail on what is needed to ensure the flooring is repaired.

In the circumstances I have concluded that on balance it is best if HCG do not make repairs as these may not be to the liking of Mrs S. I consider it better that a price reduction be given and this will allow Mrs S to engage another installer to effect whatever repairs are necessary.

Therefore I consider the finance sum be reduced by one third and HCG pay Mrs S compensation of £100 for the distress and inconvenience she has suffered. The finance agreement is not exactly a model of clarity and furthermore it is unclear how much Mrs S has paid. To avoid any confusion I consider that the cash price of £844 be reduced by a third. The interest rate is 0% and for the avoidance of doubt I also do not consider that Mrs S should pay any interest.

Putting things right

HCG should reduce the price and pay Mrs S compensation.

My final decision

My final decision is that I direct Happy Customers Group Ltd trading as Pay As You Go Carpets to reduce the cash price by one third, not charge any interest and pay Mrs S compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 18 August 2022.

Ivor Graham
Ombudsman