

The complaint

Ms H complains Creation Consumer Finance Ltd (Creation) financed a fitted kitchen which is of unsatisfactory quality. She has questioned the overall amount of the loan and seeks all the remedial work needed to be carried out, the starting point of the interest free period to be delayed until the works have been carried out and compensation for the distress and inconvenience this matter has caused.

What happened

Mr H took out a fixed loan sum agreement 8 September 2022 with Creation for the supply and installation of a fitted kitchen by a company I'll call "D".

She explains she is dissatisfied with the overall quality of the kitchen. She said:

- the kitchen was delivered in parts, and incomplete for a considerable amount of time. This impacted the use of
- the kitchen, meaning she had to operate her kitchen out of boxes.
- The installation of the kitchen was very poor and remains incomplete
- Parts of the kitchen were missing or didn't match as they should
- She's said that multiple attempts to fix the kitchen have failed, leaving her with no resolution and reoccurring problems.
- In addition to this, she's advised it caused her a considerable amount of stress. During the time she was trying to remedy the issues with DMD designs, she had a sick child and a very ill relative.
- Ms H has also questioned the overall amount of the loan. She's advised that she expected the loan to be around half the total cost it appears to be.

In its final response dated, 7 January 2022 Creation upheld her complaint it said it having spoken to "D" it understood all remedial work had been undertaken but if anything more needed to be addressed "D" would be carry out any further work necessary.

Ms H remained dissatisfied and brought her complaint to this service.

An investigator looked into things for Ms H. He could see Creation had upheld the complaint and the suggested remedy was to complete the necessary remedial work to bring the kitchen up to a reasonable standard. Ms H had subsequently complained that the remedial work was not satisfactory. After reviewing all the photographic evidence provided by Ms H, the investigator agreed. He sympathised with Ms H's frustrations that she still didn't have the kitchen she expected and so he felt the best outcome was for Ms H to acquire new quotes from an independent company for the aspects of the kitchen she was unhappy with to allow Creation to pay for the necessary corrections.

Ms H remained unhappy with this outcome. She pointed out this is more time and stress with the responsibility falling on her to find quotes and carry out remedial work. She asked for an ombudsman review.

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.

Having done so, I've reached the same outcome as the investigator. I appreciate this will come as a disappointment to Ms H, I'll explain why.

First, I'm very aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

I can well understand why Ms H might be fed up with this whole matter by now. In October 2021, Ms H was reasonably expecting to have a brand-new kitchen to enjoy. Instead, almost a year later, she is still waiting for her kitchen to be completed. To make matters worse, I don't doubt she is understandably irked every time she catches sight of something in the kitchen that still needs finishing off.

Moreover, whilst I can see Creation has accepted the kitchen installation was substandard it spoke with "D" and was assured that any further remedial work that needed to be completed would be undertaken. That was in January 2022 and Ms H remains dissatisfied.

Under the regulations Creation can be held liable if there was a breach of contract in the installation of the kitchen. The Consumer Rights Act 2015 (CRA 2015) sets out that the goods must be of satisfactory quality and that services delivered with reasonable care and skill. In this case that means that all the ordered parts needed to be delivered and be fit for purpose and that the installation needed to be to a reasonable standard. The general effect of section 75 is that if Ms H has a claim for breach of contract against the supplier, she can also bring that claim against Creation.

Creation has upheld the complaint and asked "D" to complete any remedial action. It seems to have had a least one opportunity to do so but Ms H still feels some work needed to be completed.

I have also listened to the telephone call between Ms H and our investigator. I can understand the frustration, but Ms H has also said she has started to complete some of the remedial work (such as removing unwanted silicone from the walls to allow her to decorate) herself.

Whilst understandable, this can of course pose a problem in attempting to redress the situation. Ms H also said in the call she didn't want the trouble and upset of gaining quotes for an independent company to carry out further remedial work nor does she want "D" back in her home to potentially fail again to address her concerns.

I noted the investigator asked Ms H several times what she thought would be a suitable outcome, but Ms H didn't have any other suggestions. The kitchen isn't fitted to such a poor standard that the whole thing should be removed (nor does Ms H request that) but it's the final finish that needs attention.

I sympathise with Ms H investing more time and effort in acquiring suitable quotes to allow the matter to be addressed but I'm afraid this would seem to be the most appropriate solution to break the impasse. I entirely agree that "D" has had the opportunity to carry out remedial work and Ms H has lost all faith in this being done to a reasonable standard. So, I'm in agreement with the investigator that Ms H should acquire new quotes from an

independent company for the aspects of the kitchen she was unhappy with to allow Creation to pay for the necessary corrections. This should find a way forward to finalise Ms H's kitchen to the standard she expected.

I appreciate Ms H has previously asked for a reduction in the price of the kitchen but having looked at the timescale of events the claim was progressed appropriately at the point Creation was involved. I can't say that Creation caused any delay, neither did they provide an unreasonable resolution. So, I have no proper basis to ask them to reduce the cost of the loan agreement nor to extend the start time of the interest free period.

My final decision

For the reasons I have given I uphold this complaint. Ms H should acquire independent quotes for the remaining remedial work to be completed, these should then be presented to Creation for payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 18 January 2023.

Wendy Steele
Ombudsman