

The complaint

Mrs M complains about how Creation Consumer Finance Ltd dealt with her claim for compensation, under section 75 of the Consumer Credit Act 1974, for the supply and installation of a new kitchen.

Mrs M is represented in this complaint by her husband, Mr M.

What happened

In June 2022 Mrs M bought a new kitchen for £14,925. This purchase was financed by a ten year fixed sum loan with Creation. The kitchen was subsequently installed, but in September she complained about a number of issues. Creation upheld her complaint and arranged for remedial work to be carried out. However, Mrs M was not satisfied that this had resolved all of the issues. She referred this complaint to our service.

Our investigator asked for an independent assessment of the kitchen to be carried out. Once this had been done, Creation agreed to cover the cost of providing new flooring, and some other work. But Mr M asked for another firm to do the work, as he had lost confidence in the firm Creation had been using. He also asked for Creation to pay to fit the new floor, as well as providing the materials, as he said that the cost of refitting a floor would be around £3,000.

Our investigator upheld this complaint in part. She recommended that Creation arrange to remedy several defects, and also pay Mrs M £150 for her inconvenience. But she said that Creation could decide whether to arrange the remedial work themselves, or accept a quotation provided to Mrs M by another firm. And she did not agree that Creation had to fix everything. She said there was no evidence that the contract for the original work had included replastering the walls, or restoring or finishing a door, or decorating, and so Creation was not responsible for that. She said that some damage to two drawer fronts was wear and tear, so Creation was not liable for that either. And she thought that as Creation had already agreed to pay for the new flooring, and for fitting it, this was enough, and any further compensation would be double recovery.

Creation accepted the investigator's opinion, with the caveat that it could only remove an electrical switch if Mr and Mrs M allowed the workmen to isolate the electrical supply (which it said they had refused to allow on a previous occasion because they had been working from home).

Mr M did not accept the investigator's opinion, and he asked for an ombudsman's decision. He said that the compensation Creation had agreed to pay for the flooring would not cover the cost of replacing it. He insisted that the contract had included replastering the walls. And he said that £150 was not enough to reflect the inconvenience his wife had been put through.

I wrote a provisional decision which read as follows.

What I've provisionally 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.

Since both parties agree with many of our investigator's recommendations, and so do I, I won't write about those issues here. At the end of my decision I will require Creation to carry out the uncontroversial work. For now, I will focus on the contested issues.

The flooring

Creation has agreed to pay to provide and fit new flooring. It says the total cost of this will come to £538.45. Mr M thinks it will cost £3,000. I have seen no evidence from either party to show which figure is correct. Rather than investigating the cost, I will simply require Creation to provide and fit the new flooring at no cost to Mrs M.

However, so that both parties understand what this will entail, it is necessary for me to say a little more about this work.

The original work Mrs M was having done to her floor was to remove the original floor, which was ceramic tiles, and replacing it with vinyl flooring. The surface below the tiles, or sub-floor, is made of concrete.

The independent report about the floor states that the concrete sub-floor is not level. This is a significant problem, because in its current state it is not flat enough to lay the new flooring on. The report says that the sub-floor must be "completely flat." The instructions published by the manufacturer of the vinyl flooring (which were included as an appendix to the report) state that it is not permissible to have more than 0.5 mm of unevenness over 200 mm, or more than 3 mm of unevenness over 2 metres. So the author of the report advised that it will be necessary to remove all bumps, and also to remove the old adhesive. I accept that conclusion. For the avoidance of any doubt, I find that it will be necessary to screed the kitchen sub-floor, before laying the vinyl flooring.

I don't know how much that work will cost, or whether that work was included in Creation's quote. (I have seen some websites stating that the cost is between £10 and £20 per square metre.) Creation must pay for this work to be done, either by arranging this itself with a new building firm, or by accepting any reasonable quote from another third party which Mr M may provide; Creation may elect whichever of these options it prefers. But since the builders it used before have already tried and failed to fix the problem, I don't think they should be used again.

(Again, to avoid any doubt, this work only needs to be done in the area where the vinyl flooring is to be laid, not underneath the existing kitchen units.)

The vinyl flooring must then be laid according to the manufacturer's instructions.

The plastering

It is not in dispute that the ceiling and walls were not plastered to a satisfactory standard. This is the conclusion in another independent report, and I accept the findings in that report. Creation has agreed to replaster the ceiling. The area of dispute here is whether Creation should have to replaster the walls too.

There is nothing in the contract that specifically says that the walls were to be replastered. However, the work did include removing a plasterboard wall between the original kitchen and

a walk-in cupboard, thereby enlarging the kitchen. Although there is no written clause to say that the area where the removed wall used to join to the other walls would be made good afterwards, I think there must have been either an implied term or a verbal term to that effect. So while Creation is not liable for any other plastering work on the walls, I think that Creation is liable for replastering in the places where the wall was removed, as indicated on the plan. That work should be carried out at no cost to Mrs M.

The contract also included moving the kitchen door to a new location, and the report says that there was poor finish around the doorway. Our investigator didn't uphold that complaint point, because Mrs M was going to get her own decorators after the builders had left, so the investigator said Creation was not responsible for the poor finish. However, the photos in the report show poor plastering, so it's not just a matter of repainting around the doorframe. I am minded to say that Creation should arrange for this to be put right too.

To be clear, I am not requiring Creation to redecorate, or to do anything to the door itself. This is solely a matter of replastering.

The drawers

I am not satisfied that Creation is liable for the chips or any other damage to the drawer fronts. This is probably wear and tear.

The light switch

I can't see anything in the contract about removing the light switch, which is outside the kitchen. Nor is it mentioned in the independent report. I don't think Creation is responsible for this, unless it is somehow connected with the wall which was removed; from the plan, there seems to be no obvious connection. I am not minded to require Creation to do anything about this.

Putting things right

I am currently minded to uphold this complaint and to require Creation to arrange or pay for the following work to be carried out in Mrs M's kitchen at no cost to her:

- Screed the concrete sub-floor so that it is level;
- Supply and fit vinyl flooring (once the sub-floor is fully compliant with the vinyl floor manufacturer's installation instructions);
- Replaster the ceiling;
- Replaster the wall in the area where the wall was removed;
- Replaster around the doorframe;
- Re-finish the worktop edges;
- Refit the worktop upstands;
- Replace the shelf which currently supports the tumble drier with a shelf which is strong enough to support the drier without bowing;
- Adjust or replace the tall pull-out larder unit so that it is stable when fully opened;
- Adjust or re-install the worktop to the right of the sink (above the dishwasher) so that it is level; and
- Finish the plinth properly.

I am also minded to increase the compensation for Mrs M's inconvenience to £400.

Responses to my provisional decision

Mr M explained that the light switch had been for the walk-in cupboard, which was no longer needed now that the kitchen had been extended into the space where the cupboard used to be. The switch therefore needed to be isolated and made safe, as this was part and parcel of the wall removal.

That explanation seems plausible to me, and I accept it. I will require this work to be done (subject to Mr and Mrs M allowing the workmen to isolate the electricity supply).

Creation said that there was nothing wrong with the pull-out larder unit. It said Mrs M's unit was no less sturdy than the one in the supplier's showroom. I therefore asked both parties to provide a video of the respective larder units.

Mr M provided a video of his own larder unit, demonstrating its operation. Creation did not provide a video of the showroom larder unit. So I only have Mr M's evidence and the independent assessment to go on. I have therefore not changed my mind about that issue. I will require this unit to be adjusted or replaced, as recommended in the independent engineer's report.

My final decision

My decision is that I uphold this complaint. I order Creation Consumer Finance Ltd to arrange or pay for the following work to be carried out in Mrs M's kitchen at no cost to her:

- Screed the concrete sub-floor so that it is level;
- Supply and fit vinyl flooring (once the sub-floor is fully compliant with the vinyl floor manufacturer's installation instructions);
- Replaster the ceiling;
- Replaster the wall in the area where the wall was removed;
- Replaster around the doorframe;
- Re-finish the worktop edges;
- Refit the worktop upstands;
- Replace the shelf which currently supports the tumble drier with a shelf which is strong enough to support the drier without bowing;
- Adjust or replace the tall pull-out larder unit so that it is stable when fully opened;
- Adjust or re-install the worktop to the right of the sink (above the dishwasher) so that it is level;
- Finish the plinth properly; and
- Isolate and make safe the light switch (on condition that Mr and Mrs M allow the workmen to isolate the electricity supply for that to be done).

I also order Creation Consumer Finance Ltd to pay Mrs M £400 for her inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 12 June 2023.

Richard Wood
Ombudsman