

The complaint

Ms H complains that Creation Consumer Finance Ltd hasn't done enough to fix a faulty kitchen installation.

What happened

In October 2020 Ms H entered into a finance agreement with Creation to fund a kitchen installation by a supplier of kitchen installations. In December 2020 the kitchen started to be installed by the kitchen supplier, but Ms H says there were problems from the start. She tried to sort matters out with the Supplier, but this was unsuccessful. So she took her dispute to Creation in September 2021.

Creation looked at what happened and explained in its letter of November 2021 that it thought that all the issues had been remedied, so it rejected Ms H's complaint about the kitchen. But Ms H didn't agree, so she brought her complaint to our service.

Our investigator looked into the matter. They got both parties to agree to an independent report looking at the quality of the kitchen installation. That report was done (dated 12 February 2023) and it found that there was no evidence of neglect or misuse and it also found that a "*reasonable quality product has been compromised by some unprofessional installation working skills.*" Our investigator then issued an assessment highlighting the kitchen issues requiring remedy and saying Creation should fix those matters and pay Ms H £300 for the distress and inconvenience caused. Creation doesn't dispute this assessment. Ms H has only responded to say she thinks the distress and inconvenience award should be significantly higher. So the complaint has been passed to me to decide.

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 can see a large number of arguments and comments have been made in relation to what has happened here. For the sake of clarity and brevity I do not intend to comment on every argument or piece of evidence here. I shall focus on the issues I consider to be at the heart of the matter.

I note that Ms H has mentioned during the course of this dispute that she's suffered bereavements during these events around her kitchen. I'm very sorry to hear of Ms H's losses in this regard.

Ms H has also noted that she suffers from mental health conditions. These are clearly important considerations here and I've kept these conditions at the forefront of my thinking in this matter.

These matters have been going on for too long and clearly both parties want to bring the matter to an end as soon as practicable. Accordingly this decision is focused on finality in these matters as that is in the best interests of both parties.

The installation

Throughout this complaint Ms H has been making clear that she wants the issues with the kitchen fixed. The independent report (dated 12 February 2023 but erroneously referred to as being dated 15 February 2023) has made clear that there are significant issues with her kitchen, and I can see Creation has not disputed that. Ms H hasn't disputed the findings of the independent report once the Investigator articulated the report's findings in their assessment of the matter. Accordingly, having considered everything here and being satisfied I can rely on the independent report fairly to both parties I see nothing to be gained by rehashing what has happened before the report as both parties are familiar with the events here.

In their assessment letter, the Investigator set out their solution to the matter with regard to the kitchen installation which was as follows:

- Carry out the recommendations identified in the independent report (dated 12 February 2023)
- Clear the arrears of £2,489.04 that has accrued due to 12 missed payments. This will reduce the finance amount to be paid to £9,010.96.
- Clear Ms H's credit file of any negative entries logged in relation to this credit agreement.
- Give a new 12-month deferment period from when the kitchen is repaired

Having considered all of the evidence here I consider the findings of the independent report persuasive. Accordingly I direct Creation to arrange for these recommendations to be completed on notification that Ms H accepts this decision.

I note the supplier has voiced concerns about Ms H being "*very aggressive and threatening*" and notes that it thinks it unlikely that its staff would be willing to attend her property. Here Creation is equally liable as the Supplier here jointly and severally. It is at liberty to complete these repairs as it sees fit using whichever suppliers of such services that it wishes to. However bearing in mind the obvious breakdown in relations between Ms H and the Supplier juxtaposed with the incident free visit of the independent inspector who compiled the independent report, I think Creation might wish to consider using a different firm to remedy these matters other than the original Supplier. Ms H has described her mental health conditions to this service and Creation are aware of this. So it should consider carefully who it engages to make these repairs in these circumstances bearing in mind Ms H's health.

Distress and inconvenience

Ms H feels the Investigator's suggested £300 for distress and inconvenience is insufficient. Here Creation is only responsible for breach of contract and misrepresentation by the Supplier. It is not responsible for the customer service provided by the Supplier or any of the challenging interactions between Ms H and the Supplier. This is a key point here and for clarity I must emphasise that Creation is only responsible for the distress and inconvenience it causes in the handling of Ms H's claim to it. I agree with our Investigator's conclusions regarding the distress and inconvenience caused by Creation's decision not to get an independent report originally considering the evidence available at that time. But Creation isn't responsible for distress and inconvenience it didn't cause. I've considered the timeline of events and I can see that an independent inspection was agreed in August 2022, but this report wasn't issued until February 2023. I can see Creation chasing the independent report repeatedly throughout this period and I've seen evidence of this significant delay being due to the Independent inspectors having failed initially in its own processes. So Creation isn't responsible for this time delay.

I can also see there being a number of weeks passing between Creation's letter in November 2021 and Ms H bringing her complaint to this service. And similarly there are months between our Investigator's assessment which I consider to be fair in the round and this decision. And these timespans of delay are not Creation's doing either.

I must also consider that although there are clear failings with the installation of the kitchen, it is not wholly inoperable as a kitchen. It is usable to some degree and the preparation of meals are possible throughout the time from installation until now, albeit not to the standards of being installed with reasonable care and skill as the report describes.

So for all the above reasons I do not consider that I need to increase the award of £300 that Creation must pay Ms H to reflect the distress and inconvenience caused here. It is fair and reasonable to my mind.

Putting things right

I direct Creation Consumer Finance Ltd, on receipt of confirmation that Ms H has accepted this final decision, to:

- Carry out the recommendations identified in the independent report of 12 February 2023
- Clear the arrears of £2,489.04 that has accrued due to 12 missed payments. This will reduce the finance amount to be paid to £9,010.96.
- Clear Ms H's credit file of any negative entries logged in relation to this credit agreement.
- Give Ms H a new 12-month deferment period from when the kitchen is repaired
- Pay Ms H £300 for the distress and inconvenience suffered.

On receipt of notice of Ms H's acceptance of this decision it should liaise promptly with Ms H in order to organise access to the kitchen in order to prepare for and complete the required remedial work.

The report makes clear the work should be completable within two days of works on site. Ms H has made clear that she wants the kitchen fixed promptly. And finality in this long drawn out matter is in the interests of both parties. Accordingly the twelve-month deferment period can begin at the completion of the remedial works and must have been completed by 15 October 2024 at the latest in any event.

My final decision

For the reasons set out above, I uphold the complaint against Creation Consumer Finance Ltd. I direct it to remedy the matter as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 7 July 2023.

Rod Glyn-Thomas
Ombudsman