

The complaint

Mr F complains that a mobile home that he's paying for using a hire purchase agreement with Black Horse Limited wasn't of satisfactory quality. Mr F is being helped with his complaint by a representative.

What happened

I issued a provisional decision on this complaint last month in which I described what had happened as follows:

"Mr F is using a hire purchase agreement with Black Horse that he electronically signed in October 2021 to pay for a used mobile home. The price of the mobile home was £84,995, Mr F paid a deposit of £40,000 and he agreed to make 120 monthly payments of £597.54 to Black Horse.

Mr F complained to Black Horse in April 2024 about some rodent damage to the mobile home but it didn't uphold his complaint because it said that it had no evidence that the issue was present or if it was present at the time of sale. Black Horse says that Mr F provided it with a report about a rodent issue in November 2024 but it said that it had no evidence that the concern was present 33 months prior to it being raised to it.

Mr F arranged for the mobile home to be inspected by an independent expert in December 2024 and the inspection report identified some issues with the mobile home. Mr F complained to Black Horse about those issues but it said that it wasn't upholding his complaint because it had been provided with no evidence that the mobile home wasn't satisfactory at the point of sale. Mr F wasn't satisfied with its response so complained to this service.

His complaint was looked at by one of this service's investigators who, having considered everything, thought that Black Horse had done something wrong. He thought that aspects of the mobile home were in an unsatisfactory condition given the age of it and that some issues looked to have been present since the point of sale. He recommended that Black Horse should take steps to arrange for those issues to be repaired.

Black Horse then arranged for another inspection of the mobile home and a report was produced in May 2025 which was then provided to this service. Having considered the report, the investigator recommended that Black Horse should arrange for: the window and door frames to be sealed; the open joints on the cladding to be repaired; the repair or realignment of the guttering; repairs or refitting to be done to the barge flashing; and the cracked window to be repaired or replaced.

Black Horse didn't accept the investigator's recommendation and has asked for this complaint to be escalated to an ombudsman for a decision. It says that: it was over three years after the point of sale that the complaint was raised; the dealer has no record of any previous repairs relating to the issues it's now being told it's

responsible for and being told to repair; the issues were only highlighted during an inspection arranged by Mr F to assess the rodent issue; and there's no evidence to prove that the issues were present at the point of sale or that they affected the satisfactory quality at the point of sale”.

Provisional decision

I set out my provisional findings in that provisional decision. I said:

“Black Horse, as the supplier of the mobile home, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr F. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age of the mobile home and the price that was paid for it. The December 2024 inspection report says that the approximate year of manufacture was 2019 but the May 2025 inspection report says that the mobile home was manufactured and first registered in September 2020. Mr F agreed to pay a price of £84,995 for the mobile home and it was supplied to him in October 2021.

Mr F has been having issues with rats in the mobile home. He complained to Black Horse about that issue in April 2024 and he then arranged the December 2024 inspection of the mobile home. I've seen no evidence to show that Mr F had complained to the dealer or to Black Horse about the quality of the mobile home until after the December 2024 inspection. That was more than three years after the mobile home was supplied to him. If there had been issues with the mobile home that caused it not to have been of satisfactory quality when it was supplied to Mr F, I would have expected those issues to have become apparent sooner than they did.

The December 2024 report identified the following issues with the mobile home:

*“... the waste pipes should be re-supported to ensure the waste flows into the drains;
the exposed pipework should be insulated as required;
the leak from the pipework should be repaired;
the gaps around the pipework going into and out of the floors should be sealed and rodent proof;
the disturbed floor insulation should be replaced as required;
the dead rats and insulation lying on the base should be removed;
the windows and door frames should be sealed and Louvres fitted to the tops of the frames;
the open joints to the cladding should be refitted;
the joint cover strip to the front end of the roof should be refitted;
the chassis should be cleaned of all corrosion and painted with rust inhibitor paint;
the guttering should be re-aligned;
the cladding to the home should be cleaned;
the barge flashings are not fitted correctly to the rear end and therefore, they should be refitted; [and]
the top weld joint to the lounge right side window is cracked, this will allow water ingress and therefore ideally the window should be replaced”.*

The May 2025 inspection report says: “

Most of the issues raised by the owners/their engineer, are cosmetic issues that are characteristic of the design and/or build process. Despite the owners engineer suggesting potential for water ingress, I found no evidence of water

ingress in the home. The only issue of those notified that I would consider to be a possible fault is the Cladding panels The main impact is cosmetic however there is the possibility of drafts coming through the gaps in the panels and this could affect the comfort inside the home. There is no evidence of water ingress. The claddings should clip in place but it has come away and will need the assistance of some adhesive sealant. It is not possible from today's inspection to determine if this was present at the point of sale or not and will need to rely on the customer's evidence as to when it was first notified to the dealer. However, the repair is straight forward and once repaired the weather proof will be restored and the value of the home will not be compromised.

The significant issue of concern is the Rodent infestation. However, I can find nothing about the build, design or condition of the mobile home that may have led to the infestation ...

There are some other minor issues which have really become highlighted as a result of the mobile home being investigated for rodent infestation. These are minor in comparison with the major issue. Some time with caravan sealants tidying up the workmanship will resolve these. Other issues such as gutters are not issues, simple routine maintenance will prevent build up in the gutters. Some attention to the sidings is required but this should be relatively straightforward”.

The investigator recommended that Black Horse should arrange for: the window and door frames to be sealed; the open joints on the cladding to be repaired; the repair or realignment of the guttering; repairs or refitting to be done to the barge flashing; and the cracked window to be repaired or replaced.

The May 2025 inspection report says about the door and window seals:

“There are no louvres fitted. However, it is not a fault as this model of mobile home is not supplied with louvres ... Many other models do have louvres fitted but this model does not come with them. Therefore there is no issue with this mobile home. The windows are fitted with a gasket behind the frame, this is the waterproofing as specified by the manufacturer. The gasket seal has presented to a satisfactory industry standard and the windows are to the manufacturers specification. The customer's engineer has stated that sealant should be applied behind the gasket to prevent water ingress. There is a gap behind the gasket but the way the windows are fitted should prevent any problems. There is no water ingress behind these windows and there is no need to use any sealant. It isn't used by the manufacturer and I see no reason to apply any at this stage. Should the windows ever leak then a sealant would help”.

I'm not persuaded that there's enough evidence to show that there's an issue with the seals on the window and door frames so I don't consider that the seals caused the mobile home not to have been of satisfactory quality when it was supplied to Mr F. I don't consider that it would be fair or reasonable in these circumstances for me to require Black Horse to take any action about those seals.

The May 2025 inspection report says about the cladding:

“The overlapping joints are not sitting correctly in a number of areas. There is the possibility for drafts to blow through the gaps and this may effect the

comfort inside on colder days. The panels should clip in to place and they aren't clipping in properly. It is not possible to determine if the gaps were present at the point of sale from today's inspection but it is possible it was present at POS. This will need to be verified as to when the customer first notified the issue. There is no evidence of water ingress as has been suggested. The issue is mainly a cosmetic issue and will be a straightforward repair. The panels should be reworked so that they clip in place and close off the gap that is present using adhesive sealant as required. Once repaired then the weather proofing will be reinstated and the repair should not be noticeable and the value of the home will not be compromised".

I've seen no evidence to show that Mr F had complained about the cladding before the December 2024 inspection took place. If there had been issues with the cladding when the mobile home was supplied to Mr F, I consider that it would be reasonable to expect him to have noticed those issues. I'm not persuaded that there's enough evidence to show that the issue with the cladding was present when the mobile home was supplied to Mr F or that it caused the mobile home not to have been of satisfactory quality at that time. I don't consider that it would be fair or reasonable in these circumstances for me to require Black Horse to take any action about the cladding.

The May 2025 inspection report says about the gutters:

"The gutters have presented to a satisfactory industry standard ... There are no issues with the guttering. The photographs below shows the gutters, they are clear to run and just need regular checking. There is some minor build-up on one side (with the aerial cable in it) and this just needs cleaning out. (This is just normal routine maintenance that is necessary on all gutters). The water dispersal method is normal for holiday parks. There are no signs of blockage and just routine maintenance is required. Realignment is not required. The mechanical function of the guttering is effective. The need to clean the gutters is just a characteristic of leisure vehicle".

I'm not persuaded that there's enough evidence to show that there's an issue with the gutters so I don't consider that the gutters caused the mobile home not to have been of satisfactory quality when it was supplied to Mr F. I don't consider that it would be fair or reasonable in these circumstances for me to require Black Horse to arrange for the guttering to be repaired or realigned.

The May 2025 inspection report says about the barge flashing:

"There are some issues with the barge flashings. The issue is cosmetic only and there is no compromising of the weather seals ... There are some issues with the flashing and sealing around this area at the rear. In the photograph below the roof, flashing can be seen and things aren't very square. Sealant may be used to ensure that the gaps that are visible in the photograph are properly sealed. However, there is no evidence of water ingress to suggest the seals have failed.

The barge boards at the back of the home aren't particularly neat but they aren't faulty. Some tidying up with sealant will improve the look. The mechanical function of the seals are effective and any issue is cosmetic only. The flashings are as were fitted by the manufacturer. They are effective in the function they are designed to do. The "wonkiness" and what appears as poor fitting and alignment is characteristic of a hand built Leisure Accommodation

Vehicle. There is no evidence of any water ingress as a result of the flashings therefore they have not failed. Any adding of sealant as is suggested would only be a precautionary measure just in case the seal may fail in future. The condition as seen today would have most likely been the condition as at the point of sale”.

I'm not persuaded that there's enough evidence to show that any issue with the barge flashings is a manufacturing defect or that it caused the mobile home not to have been of satisfactory quality when it was supplied to Mr F. I don't consider that it would be fair or reasonable in these circumstances for me to require Black Horse to take any action about the barge flashing.

The May 2025 inspection report says about the top weld joint to the lounge right side window:

“There was no damp indicated on my meters in this area. The window and window frame at the lounge is not ingressing water and is not at any increased risk of ingress due to the welds at the UPVC frames. The previous engineer refers to a crack on the weld of the plastic window. I could see no evidence of any cracks. The windows have some large gaps at the joints but they are filled by the plastic weld. The photograph below shows the gap in the corners. I see no reason to replace the window(s). The presentation of the windows in respect of the corner welds is as expected and is in keeping with the UPVC window type on other mobile homes. The welds on the windows are to a satisfactory industry standard”.

I'm not persuaded that there's enough evidence to show that there's an issue with that window so I don't consider that it caused the mobile home not to have been of satisfactory quality when it was supplied to Mr F. I don't consider that it would be fair or reasonable in these circumstances for me to require Black Horse to take any action about that window.

I appreciate that there are some issues with the mobile home, most concerning of which is the rat issue. I've carefully considered the December 2024 and May 2025 inspection reports and I'm not persuaded that there's enough evidence to show that the mobile home wasn't of satisfactory quality when it was supplied to Mr F. I'm not persuaded that Black Horse has any liability to Mr F for the rat issue. I find that it wouldn't be fair or reasonable in these circumstances for me to require Black Horse to take any action in response to Mr F's complaint”.

Subject to any further comments or evidence that I received from Mr F and Black Horse, my provisional decision was that I didn't intend to uphold this complaint. None of Mr F, his representative and Black Horse has responded to my 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.

As none of Mr F, his representative and Black Horse have responded to my provisional decision, I see no reason to change the findings that I set out in my provisional decision.

My final decision

For the reasons set out in my provisional decision, my decision is that I don't uphold Mr F's

complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 October 2025.

Jarrold Hastings
Ombudsman