

## **complaint**

Mrs W says that Creation Financial Services Limited (CFSL) hasn't treated her fairly about a fixed sum loan agreement to buy and fit some bedroom furniture. She feels the furniture wasn't of sufficient quality and wasn't fitted properly. It was fitted two years ago and was still being repaired in August 2015.

## **background**

In August 2013 Mrs W purchased this furniture through CFSL and started having problems with it soon afterwards. There has been a significant amount of issues and repairs and further issues with the quality and fitting of the furniture by the suppliers.

Mrs W contacted CFSL – but it said the supplier which provided and fitted the furniture hasn't had sufficient opportunity to rectify the fault. The adjudicator thought that as CFSL provided the finance it had a duty to ensure that the repairs must be done with reasonable skill and care and completed within a reasonable timeframe. The repairs completed didn't fully fix the breach caused by the initial fitting of the furniture so the adjudicator felt that CFSL should reduce the price paid for the furniture by 25% (of the £5500 paid).

CFSL has not agreed to this so the complaint has been passed to me.

## **my findings**

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I must make my decision based on the evidence provided to me by the parties. There is contradictory evidence from the various parties involved. So I can only decide what is most likely to have happened in the circumstances. Or in other words, what I think has happened on the balance of probabilities.

I don't propose to go through all the issues with the furniture as they are numerous and well known to both parties. I also appreciate Mrs W has concerns about the timeliness of the actions of the suppliers and related issues. However this decision only looks at what CFSL can be held accountable for.

I have looked at the report completed in May 2015 by a furniture repair company at the request of Mrs W. It clearly points to the issues arising from the furniture having "been fitted poorly" and having "many imperfections" and refers to "manufacturing fault". It also refers to the finish being as a result of "poor workmanship". This report includes a number of photographs of the issues.

Mrs W has also provided recent photographs from after the repairs were done. It is clear that these photos show that a lot of the issues have been rectified-but these repairs have left evidence of the repairs that wouldn't have been there had it all been put in properly in the first place. Albeit that Mrs W says, and the photographs show that these repairs have been done to a much higher standard than the previous work done.

CFSL has responded on issues raised in the adjudicator's position and there has been significant correspondence back and forth. However within that CFSL hasn't sought to argue that the condition of the furniture now is as it would have been had it been manufactured and

fitted properly-so it seems reasonable to me that there should be a reduction in the price Mrs W should pay.

Having reviewed the evidence and particularly the photographs provided I consider a deduction of 25% in the price paid, which was £5500 for the fitted furniture, to be a reasonable in the circumstances. CFSL have pointed to what the supplier has said to it-but it is CFSL which is liable here. Essentially the supplier is saying it has carried out a 'reasonable repair'. However having looked at the pictures it is clear the furniture isn't the way it would have been had it been fitted properly originally. As such I don't think it has been reasonably repaired. So I think the state of the furniture is some way short of how it should have been-so I think the 25% reduction in cost is reasonable. Consequently I uphold this complaint. Mrs W has already paid in full-so CFSL should repay her £1375.

### **My final decision**

For the reasons I have explained my final decision is that I uphold this complaint about Creation Financial Services Limited. It should make payment to Mrs W, as I've described.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs W to let me know whether she accepts or rejects my decision before 23 November 2015.

Rod Glyn-Thomas  
**ombudsman**