

complaint

Mr C has complained that A Shade Greener (Boilers) LLP has not installed his new boiler to a suitable standard. He has paid for the boiler and installation under a conditional sale agreement.

background

Mr C entered into a conditional sale agreement in December 2013 for a new boiler and its installation. Following installation, there remained loose wiring and the switch had not been installed. Two different electricians attended Mr C's house to complete the works but these were not done.

Mr C complained to the ombudsman service when he was unable to get A Shade Greener to come to his property to resolve the problems he had. Our adjudicator arranged for a service engineer to go to Mr C's property. The engineer found the works unsafe and this was reported to the National Grid. Mr C was unable to use the boiler further until the faults had been sorted out.

Our adjudicator's view said that A Shade Greener should pay Mr C just under £1,400 so he could arrange the problems to be rectified, and also pay him £500 for the distress he and his family had suffered without a working boiler. In addition the finance agreement should be ended so that Mr C had no further liability.

A Shade Greener offered to take out the boiler they had installed and make safe the gas supply. They would also terminate the agreement. Mr C did not accept this offer and asked for his case to be reviewed by an ombudsman.

my findings

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

At the heart of this case is whether the boiler installation was completed to a satisfactory standard. To help ascertain this, it's worth repeating here what the National Grid's engineer said after his inspection:

"boiler [was] not to current standards. Exposed water and gas pipes at ground level in garden. Turned boiler off concern for safety."

In discussion with our adjudicator, this engineer described the work as "*shoddy*". It's fair to say that I can only conclude that the boiler and its installation was not completed to a suitable standard and it is fair to hold A Shade Greener responsible.

A Shade Greener told us that it was down to the pipework already in Mr C's property that the engineer described the works as unsafe. I accept this may be so. However they and their own engineers must have been aware of this when they first installed the boiler and they still issued a gas safety certificate to Mr C.

Mr C reasonably expected A Shade Greener's employees to be experts in their field and advise him if there were issues with what was there already. I am not satisfied that this happened.

Our adjudicator in her view laid out all the details of Mr C's attempts to have the loose wiring and other faults sorted out. A Shade Greener stopped dealing with Mr C as he refused to let them enter the property to rectify the problems. I can appreciate that Mr C became frustrated and soon had no faith in A Shade Greener's ability to make good. He feels that they had plenty of opportunity to sort out what happened.

Having reviewed everything that happened, like our adjudicator, I can see why Mr C feels this way. I am satisfied that it would be unfair to expect Mr C to allow A Shade Greener's engineers to enter his home to carry out any further remedial works. As an alternative Mr C provided us with an estimate from a different supplier. This was provided to A Shade Greener and it was our adjudicator's view that they should pay this money to Mr C so that works could go ahead. I am satisfied that this remains the fair approach.

Since the National Grid engineer visited Mr C's home, and decided that the boiler was unsafe, Mr C and his family have had to make alternative arrangements for hot water and heating. Luckily this happened during the warmest time of the year but it is not acceptable for this to continue. Because of the real problems and the distress this has caused, I consider it fair that in addition A Shade Greener should pay Mr C £650.

Mr C's quotation from another supplier amounted to £1,393.90 but this was only valid for a certain period so he may well be presenting A Shade Greener with a revised estimate which I expect them to pay.

And finally, I am satisfied that the conditional sale agreement should be terminated as at 31 July 2014 and that Mr C has no liability for any further costs.

my final decision

For the reasons set out above, my final decision is to uphold Mr C's complaint and instruct A Shade Greener (Boilers) LLP to:

- Pay the costs of Mr C's revised estimate for boiler repairs to ensure that he has a safe operating boiler and gas supply;
- Pay Mr C £650 for the distress he has suffered; and
- Terminate the conditional sale agreement and ensure that Mr C has no liability for any costs from 31 July 2014 onwards.

Sandra Quinn
ombudsman