

Building disputes



Overview

As everyday consumers of goods and services our rights are protected by Consumer Law, from poor quality and faulty goods to issues with services. This fact sheet explains the obligations of builders and if you experience problems with the works carried out.

If you have had work undertaken to your house and it has not been carried out or has been completed incorrectly, then you are entitled to request a repair, replacement (if appropriate) or to get a refund.

A written contract is not a compulsory requirement to enforce your statutory rights. If there wasn't a written contract with the builder, a contract was made when the work commenced.

As part of the works your contractor is contracted to undertake various duties will arise (such as those under the Consumer Rights Act 2015), as well as all appropriate common law duties and legislation. These duties include completing the work with "reasonable care and skill".

In order to resolve the dispute, you should first of all contact the contractor and let them know that you are unhappy. Write a letter to them so that you have documentary evidence to retain if the dispute is resolved and because you can clearly set out what your concerns are and what you expect to happen as a result. The letter should set out the basis that you do not believe the work was carried out with "reasonable care and skill".

The next stage to be undertaken shall depend entirely upon the response from the contractor:

1. If the contractor accepts the issues raised then they should complete the rectification work within a reasonable amount of time.
2. If the contractor is not prepared to rectify the issue, you may decide to seek a refund or reimbursement of costs that will be incurred by another contractor you may have to hire to complete the works. If that is the option you pursue, it would be wise to ensure that all communications are in writing to evidence that you provided the contractor with all opportunities to amicably resolve the matter between you.
3. If you cannot come to an agreement with the contractor, then you can check to see if they are a member of a trade association or an alternative dispute resolution scheme. This is when an independent person can help negotiate between the two sides to come to an arrangement which works for all parties.
4. Another alternative if the above options are not effective is that you could raise your complaint to the Consumer Ombudsman service provided the Ombudsman deals with the sector in which your dispute arises. This is an independent

body which looks into disputes with consumers and traders. It is a free, independent and impartial service to use, so it is a good way of finding a solution without going to court. They will look into the matter and all the evidence you provide. They will also look at any information provided by the contractor. The Consumer Ombudsman can then decide if the contractor has acted incorrectly and whether they have completed the work to an unreasonable standard.

Should the Ombudsman decides in your favour, they can recommend a remedy, including asking the contractor to apologise, explain their actions, change their processes and can also ask them to pay compensation if there has been inconvenience and distress.

5. Finally, you could commence civil proceedings by issuing a claim at the County Court. This is ordinarily a last resort used if the parties cannot agree and the only means to resolve the dispute is by way of a claim. The risks and costs associated with a civil claim vary and so it is recommended that you obtain independent legal advice to consider the merits of your dispute in the first instance.

Contact us:

Telephone: 0800 916 9015

Email: enquiries@slatergordon.co.uk

Website: slatergordon.co.uk

**Slater
Gordon**
Lawyers