

HOME HELP

If pigeons are ruffling your feathers, or you're baffled by a finder's fee, our team are on hand

PROBLEM OF THE WEEK MY IKEA KITCHEN IS PEELING

Q In 2013, we bought an Ikea kitchen with a 25-year warranty. The company planned it, but our builder installed it. Two years ago, panels above the cooker peeled. Ikea agreed they were defective and replaced them. This year, surfaces peeled above the cooker and below the sink. Ikea sent an independent inspector, who said the damage was accidental, not defective. We hounded Ikea until it agreed to replace the parts. We are concerned that, even if the product has been improved, the same will happen again; that the kitchen was badly designed and units should not be above the cooker. Help!
Rona Lambert, via email

A As you bought the kitchen in 2013, your purchase is governed by the Sale of Goods Act 1979,

not the Consumer Rights Act, which came into effect on October 1, 2015, and gives more rights.

In order to comply with the Sale of Goods Act, the kitchen must be as

described, of satisfactory quality and fit for purpose. If goods are faulty, you have the right to replacement or repair within a reasonable time and without significant inconvenience. With a 25-year warranty, you have additional contractual rights: look at the warranty terms.

If Ikea has admitted a fault in the goods, seek written assurances that you are agreeing to a replacement on the basis that the faults will be rectified and that you shall not have waived any of your legal or contractual rights by agreeing to the replacement — if a further issue arises, the design of the kitchen could then be investigated should there be a problem in this regard. You could also ask that the warranty period starts again from the date of the new installation, although a court would not award this.

Before you agree to the replacement, you could

ask an independent expert to inspect the kitchen design; if this is deemed at fault, you could use this as a basis for negotiation. It is worth ensuring that it is not a fitting issue. You did not use Ikea to install the kitchen, and if the issue is related to this, the claim would not be against Ikea, but against your builder under the Supply of Goods and Services Act 1982.

Rosie Day, chartered legal executive, Slater + Gordon; slatergordon.co.uk

Ikea responds: "We want all our customers to be happy with the products and the services they receive. We have been in contact with Ms Lambert to apologise and are working to resolve this.

"We want to reassure our customers that we test our kitchens thoroughly to ensure they can take exposure to heavy weights, high temperatures and everyday use. We truly believe that our kitchens are designed and manufactured to the highest standards, and stand by our 25-year guarantee."

Q I own a house that is let to tenants and managed by a local agent. The tenant, whom the agent introduced, now wishes to buy the freehold. The agreement I signed with the agent in 2013 has a clause stating that in the event of the property being sold to the tenant during the term of the tenancy, a fee at a rate of 2% of the selling price, plus VAT, will be due on completion of the sale.

Yet in the 2009 case of Office of Fair Trading (OFT) v Foxtons Ltd, the court prohibited the use of clauses referring to sales commission within Foxtons'



agency agreement, and the OFT expected other agents to follow suit.

In the recent case of George and Hilary Wood v Palmer Snell, it was held that being the “introducer” is not enough to cause the transaction.

**Will I have to pay the agent’s commission?
R Kenworthy, Hampshire**

A You’ve obviously kept an eye on the law. Agents often have clauses within their terms of business that enable them to claim commission or a “finder’s fee”

from a landlord client if the rented property is sold to the tenant. Whether or not the fee can be recovered will depend on whether you are considered a consumer or a business.

In OFT v Foxtons (2009), the landlords in question were consumers and the finder’s fee was deemed to be unenforceable – the clause imposed a large financial liability on the landlord in relation to a transaction in which the estate agency played no material part.

After winning this case, the OFT issued guidance to letting agents: it expected finder’s fee arrangements to be removed from agreements. Further criticism came in 2014, when the Competition and Markets Authority produced consumer protection law guidance for lettings professionals, and indicated that it would take issue with finder’s fees “unless the agent is instructed separately, and in specific terms, to carry out estate agency services for that sale”.

A landlord acting as a consumer would now find protection from finder’s fees under the Consumer Rights Act 2015. As businesses,

professional landlords do not receive the same protection:

if you are a professional landlord, finder’s fees may be enforceable. If that is your situation, legal advice should be obtained.

The case of George and Hilary Wood v Palmer Snell (2018), was a claim by a vendor on a multiple-agency agreement and did not involve a finder’s fee.

Robert Syms, dispute resolution partner and member of IR Global; irglobal.com

**Q I have three lilac trees. After the flowers go over, pigeons attack the leaves and decimate the trees. I’ve tried repulsing them with sprays, shiny objects, noisy gadgets and an ultrasound gun. Help!
Rob Smale, via email**

A Pigeons have an almost balletic ability to perch on thin branches and shred leaves. Brassicas are a favourite food, but they also

dine out on young tree leaves such as beech, ash and lilac. Pigeons’ plump profiles and big appetites are the problem, but this also makes them attractive to – and scared of – predators. So, while they might ignore the smell of a spray, sonic bird scarers and their reflection, they won’t chance a run-in with a raptor.

Kites shaped like hawks are used in landfill sites and on golf courses to keep unwanted birds at bay. Consisting of a lightweight figurine attached to a lengthy flexible pole, the faux bird of prey bobs in the breeze as if hunting. Place this near your lilacs when the

pigeons appear and move it regularly, so they don’t get used to its

presence. Chances are, they’ll relocate to a neighbouring garden. Prices start at £30 on Amazon; for a large area, pestfix.co.uk has a kit for £165.

Toby Buckland is a garden writer and the host of tobygardenfest.co.uk

**Q You recently featured quiet appliances. Can you recommend a quiet smoothie maker? I own a cafe, and our smoothie maker is near the till; often we can’t hear customers.
Jane, the Bank Coffee House, Alrewas, Staffordshire**

A Our quietest choice is the Nutri Ninja QB3001UK (£30; ninjakitchen.eu/uk). Its overall performance was excellent and it’s small, so should take up minimal counter space.

Katie Mortram, appliance and household testing manager, goodhousekeeping.co.uk/institute

DO YOU NEED HELP FROM ONE OF OUR EXPERTS?

Email your questions to homehelp@sunday-times.co.uk. Advice is given without responsibility



