

**DERBYSHIRE COUNTY COUNCIL**

**MEETING OF CABINET MEMBER – HEALTH AND COMMUNITIES**

**22 November 2016**

Report of the Strategic Director – Economy, Transport and Communities

**RECENT ENFORCEMENT ACTIVITY TO PROTECT VULNERABLE  
DERBYSHIRE RESIDENTS**

(1) **Purpose of Report** To inform the Cabinet Member of recent enforcement activity to protect local consumers and legitimate local traders; and to raise awareness of the potential pitfalls when agreeing to home improvement work.

(2) **Information and Analysis** ‘Home improvements’ generate more complaints than any other type of issue faced by local residents both locally and nationally, with the exception of the motor trade. In the first six months of this financial year there were some 244,377 and 26,265 (10.75%) related to the ‘home improvements’ (code AB) sector. The highest complaint category was ‘used cars’ where there were 32,461 complaints (13.28%) during the same period with ‘telecommunications’ in third place with 12,202 (5.4%) complaints. The Citizens Advice Consumer Service (CACS), formerly known as Consumer Direct, was set up by the Government to provide advice and information to the public in need of advice regarding unsatisfactory goods or services they may have bought.

During the same period there were 6,415 contacts recorded onto the Trading Standards database (Flare). Some 650 of these contacts, the vast majority of which would have been received by CACS and sent to Derbyshire Trading Standards for information, were coded with the home improvements code (AB) which equates to 10.13% and is roughly in line with the national statistic. The CACS will provide advice to consumers as to their statutory rights and suggest action that the consumer can take to seek to resolve the dispute. Unfortunately, not all traders are willing to resolve customer disputes and many residents are victims of rogue traders. It should also be noted that some consumers have unreasonable expectations and that not all traders will seek to take advantage. Nevertheless, if the trader is unwilling to accept responsibility for any real or imagined breach of contract, the onus is on the consumer to take legal action and ultimately, only the courts can determine whether or not there has been a breach of contract and what an appropriate remedy might be.

It is for this reason that some nine years ago Derbyshire County Council set up the Trusted Trader Scheme to put local residents in touch with local traders committed to doing a good job for a fair price. Not all local people automatically think to seek a member of the Trusted Trader Scheme when needing work done on their property. In some instances they are persuaded to have work done following an unsolicited visit or telephone call from a trader with whom they have had no previous contact. Unfortunately, Derbyshire Trading Standards Service can no longer provide assistance to local consumers who have run into difficulty with a trader over something that they have purchased. However, the Service does still offer support to those residents considered vulnerable and will try to resolve problems on their behalf and/or taken enforcement action if there has been a clear breach of trading standards criminal legislation. Details of 11 recent cases where the Service has intervened on behalf of local residents is provided in Appendix 1 to this report.

It should be noted that all 11 of the traders involved in the examples referred above are non-Derbyshire businesses. On average, it took some 20 weeks to resolve the complaints on behalf of the Derbyshire residents whose average age was 80. Thirty one vulnerable Derbyshire residents were assisted following intervention by the Trading Standards Service. The total value of the contracts involved was £145,338 (average £4,404 per household) and as a result of the trading standards intervention, £56,391 (average of £2,135) was recovered on behalf of the residents.

The table below identifies the type of home improvement or other issues that were complained about by or on behalf of vulnerable elderly Derbyshire residents. Trading Standards Officers also intervened and supported local consumers following four complaints about itinerant fish sellers.

**Table showing categories of home improvement complaints**

Damp proofing	8
Guttering and fascias	3
Wall coating	3
Driveway	4
Roofing	3
Various home improvement	2
Gardening	2
Windows	1
Various goods	3
<b>Total</b>	<b>29</b>

There is often a fine line between a breach of contract for work not completed to a satisfactory standard or not completed as per the contract, and a criminal

breach of trading standards legislation for false or misleading claims made by a trader. An example of a local trader that breached criminal trading standards legislation and carried out work to a poor standard is provided in Appendix 2. In this case, as a result of trading standards intervention, two Derbyshire residents were compensated £4,200 and £2,600 respectively and the trader agreed to sign a Formal Caution and an Undertaking to improve his standards of trading in the future.

Interventions of this nature can be time consuming and local residents can avoid the majority of the issues encountered by the Derbyshire residents highlighted in this report if they had made use of the Derbyshire Trusted Trader Scheme (DTTS). Of course there will always be occasions when mistakes and misunderstandings occur, but members of the DTTS are required to address complaints made to them and the Trading Standards Service is available to give impartial advice and to seek to provide a resolution.

(3) **Social Value Considerations** Older residents living on their own are, in particular, vulnerable to being taken advantage of by rogue traders. Research confirms that local people prefer to live independently in their own homes for as long as possible, but that a bad experience when seeking to get work done on their property can undermine their confidence leading to the need for additional care support. It was for this reason that the Derbyshire Trusted Trader Scheme was established to put local residents in touch with local traders committed to doing a good job for a fair price. It is important that the Derbyshire Trusted Trader Scheme continues to be promoted and that complaints about rogue traders are responded to and that appropriate enforcement action taken to bring about compliance.

In preparing this report the relevance of the following factors has been considered: financial, legal, prevention of crime and disorder, equality and diversity, human resources, environmental, health, property and transport considerations.

(4) **Key Decision** No.

(5) **Call-In** Is it required that call-in be waived in respect of the decisions proposed in the report? No.

(6) **Background Papers** Held on file within the Economy, Transport and Communities Department. Officer contact details – Robert Taylour, extension 39830.

(7) **OFFICER'S RECOMMENDATIONS** That the Cabinet Member notes the report.

**Mike Ashworth**  
**Strategic Director – Economy, Transport and Communities**

## Appendix 1

### Examples of instances where Derbyshire Trading Standards Service has intervened on behalf of vulnerable local residents

Type of goods and services	Complaint details	Age	Location	Intervention	Total Cost of contract	Amount Recovered	Time to resolve
Damp Proofing	Damp Proofing/Wall Coating. A consumer was cold-called by a trader offering to reduce damp in the house. The consumer paid £700 initially with a further £200 due after completion. The work was done to a poor standard and did not cure the damp. Only a 7 day cooling off period was given. The Trader did not answer calls and would not come back to carry out the work again despite agreeing it was poor and needed re-doing. The consumer sent a letter on advice of the Citizens Advice Bureau (CAB) and had a response to complete the work at a further cost of £200 for materials.	75	Dronfield.	The Trader was contacted and the matter discussed at length. He was advised his cooling off period was incorrect and he should change his paperwork. He was asked what he intended to do to resolve the issue, he was also advised it was unfair to ask the consumer to pay more money. He agreed to re-do the work and charge no more for it. The consumer agreed to this.	£900	£200	56 weeks
Damp Proofing	Damp Proofing/Wall Coating. A consumer with dementia was cold-called by a telephone trader and an appointment made for a	80	Sandiacre	It was highlighted to the Company that the consumer was very unwell and this was causing her and her family great	£5,400	£2,700	53 weeks

	<p>salesman to call. The salesman called at the address and proceeded to sell the elderly consumer with dementia a wall coating at a cost of £5,400 with a deposit of £2,700. It was brought to the attention of the company by family that the consumer was unwell and she did not want to go ahead with the contract. The Company accepted the cancellation. From this point the Company proved reluctant to return the £2,700 despite numerous requests.</p>			<p>consternation. The Company was advised that this was not good enough taking so long to return deposit. As a result, the Company personally dropped a cheque off with the consumer, but only after trading standards intervention.</p>			
Guttering and Fascia	<p>Soffits/fascia. An elderly consumer with serious health issues, recently out of hospital, and easily confused, whose family describe her as lonely, was called by telephone by a sales person asking if a salesman could call. The lady agreed. On calling, the salesman sells replacement soffits and fascia at a cost of £2,000. £197 was taken by bank card at the address. Her family later find out and think it's a lot of money for something she does not need doing at that time, bearing in mind her</p>	71	Ilkeston	<p>The Trader was contacted regarding the non-return of the deposit. After the call the trader promises to accept cancellation of the contract and the deposit refunded.</p>	£2,000	£197	54 weeks

	poor health etc. The family go on to contact the trader and cancel the contract, request the return of the deposit but never arrives despite assurances it would.						
Bed Sale	Bed Sale. An elderly lady who is frail and vulnerable and has no family support was cold-called by a salesman from a bed company. She placed an order for a bed at a cost she believes of £1,000 and pays for it. However, when she is later contacted for a further £1,000, she decides she cannot afford £2,000. The company went on to try and deliver the bed but the lady refused to accept it. Her deposit was not refunded and the lady could not make contact with the company again despite trying numerous times.	75	Buxton	When contacted, the Company was aware that the lady had changed her mind, accepted cancellation of contract and apologised for not refunding the £1,000, but promised to put it in the post ASAP. The cheque was not posted as promised and further contact was made with the trader who said they had been very obliging with lady and had in fact tried to deliver 2 beds. They accepted she no longer wanted the bed and again agreed to send deposit back. On this occasion they did return the money.	£2,000	£1,000	2 weeks
Damp Proofing	Damp Proofing/Wall Coating. The consumer is elderly and lives alone with no family nearby. He has an issue with ingress of water in the attached garage which only affects the garage. He was cold-called by a salesman who was working nearby. He	87	Hulland Ward, Ashbourne	The Trader was contacted by Trading Standards on behalf of the consumer; advised of the position and, although out of the 14 day cooling off period, was given circumstances i.e. elderly vulnerable misled regarding claims about	£1,000	£500	1 week

	said he could cure the ingress of water. However, the salesman insisted that he would need to do more than the garage wall to make the job worthwhile doing. The consumer agreed and paid £500 deposit. Later he had a change of mind and made contact with Trading Standards who carried out a visit. It is apparent the water ingress is a deluge when it rains and no amount of wall coating would prevent this. The consumer was advised of this and to seek professional advice from a builder on Trusted Trader list. He was given informed advice and decided he wished to cancel the contract.			curing heavy water ingress and agreed to accept cancellation and refund the deposit.			
Stair-lift	An elderly vulnerable lady with mobility issues made contact with a stair-lift company after receiving a brochure through her letterbox. The salesman called and, after negotiation, the lady decided to go ahead with the installation at a cost of £3,800. The stair-lift was made to measure in the lady's stairway which leads from her only point of entry to	80	Belper	Trading Standards contacted the Company and spoke to the Managing Director. He refused to remove the stair-lift and refund the costs. He was adamant that he was only willing to repair the chair again or replace the seat part which he considered had developed a fault. His argument was that the chair was bespoke to the	£3,800	£3,800	13 weeks

	her upstairs flat. After installation and within a few days the chair breaks down blocking the exit/entry to the property. This was repaired but the chair went on to breakdown two further times. After this time the lady loses confidence and asks the company to remove the chair and refund her the £3,800. The company declined. Therefore the lady was left with a non-working chair.			property. After considerable attempts to reach an agreement and finding the company would not budge, Trading Standards prepared a case giving the reason why the chair should be removed and the lady refunded and submitted it to the British Healthcare Association which the stair-lift company was a member of. They judged in the lady's favour and, within a matter of days, the company removed the entire lift and a full refund issued.			
Health medication products	An elderly female who suffers with dementia is victim of scams. On investigation by Trading Standards it is apparent she is also being targeted by a healthcare company based abroad. She is purchasing expensive products and not using them. On this occasion a box of items had arrived and she had paid nearly £800 for them. This had left her overdrawn at the bank and in financial straits. Her friends were having to lend her money so she could buy food/pay bills.	82	Holmesfield	The items were returned to the healthcare company. The company was then contacted a number of times by telephone about this matter. They were told it was causing financial hardship. After some pushing by Trading Standards, the company refunded the money in full and also removed the lady from their contact list.	£799	£799	1



Various home improvement	Wall coating, conservatory, garage roof. An elderly lady lives with her disabled son. She was cold-called by a company who went on to sell her a new garage roof, a conservatory and external wall coating at a cost of over £22,000. A deposit of over £11,000 was taken. After the 14 day cooling off period, the lady decided she did not want the work doing and wrote to the company. They were also contacted by a social worker about the matter. At this point the company would only agree to return £7,000.	86	Renishaw	The company was contacted by Trading Standards and advised of the circumstances i.e. substantial amount of money, elderly/vulnerable consumer who cannot afford this amount of money would cause serious financial hardship. The company agreed to accept the cancellation and a full refund of deposit paid.	£22,240	£22,240	3 weeks
Roofing	Conservatory Roof. An elderly and very fragile lady who had no family and suffered the bereavement of her husband and recently her son. She responded to an advert in brochure through her letterbox for a replacement bespoke conservatory roof. The company came to her home and she agreed to replace her roof with a solid one at a cost of £10,400. Work was done but took much longer than anticipated and after completion the lady was not	82	Chesterfield	The Trader was contacted numerous times; he was particularly difficult to deal with and said he was suffering with ill health which was taking over his day to day activities. He was very reticent at putting the issues right but agreed they needed doing. Site meetings were convened and issues pointed out; all were accepted and agreed to be corrected but nothing happened. Pressure was put on the trader by Trading Standards to rectify the	£10,400	£2,000	30 weeks

	<p>happy. The roof was not on straight in parts and the plastic roof tiles were lifting and looked unsightly. There were other issues too around drainage not being installed correctly and damp patches inside and damage to flooring. The trader was proving difficult to deal with and not responding to the lady and not putting things right.</p>			<p>issues. The lady was getting more and more anxious and her only support was through the Trading Standards Officer. She was tearful at times and very down. Despite numerous offers and appointments, nothing happened and the trader was eventually threatened with small claims court action. Proceedings had started and the lady was being assisted to put her case together. Whilst this was in progress, Trading Standards made contact with the manufacturer who, when it was highlighted the tiles appeared faulty, agreed to step in and carry out remedial work to the tiles alone. This is scheduled for November 2016. It has also been agreed the roof will be straightened at the same time by the original trader. This is an ongoing situation and has taken a considerable time to resolve. The lady would not have got this resolution without Trading Standards help.</p>			
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Roofing	An elderly couple who are easily confused were cold-called by a trader who talked the couple into having the roof pressure washed and a coating applied. The work seems to have been done straight away and the couple paid £1,700 by cheque. After the trader left, their family found out, they saw damage had been caused to the roof by the trader which needed immediate repair. They stopped the cheque.	83	Aston on Trent	The Trader was spoken to but denied doing anything wrong. He says the couple wanted the work doing rather than him pressurising them. As a result of Trading Standards intervention he accepted he was not going to be paid for the work he'd done and agreed to pay £100 as a gesture of goodwill for the damage to the tiles.	£1,700	£100	3 weeks
Damp Proofing	Damp Proofing/Wall Coating, UPVC roof, UPVC Walls, Canopy and roof pointing. An elderly lady lives alone, she gets confused easily and is very suggestible. She does not confide in anyone. She was cold-called by a salesman for a company who proceeded to sell her 4 contracts to have work done. Over the next few months work is carried out at her property for a considerable amount of money. Finally a neighbour becomes concerned and alerts a relative who contacted Trading Standards. He thinks his relative has been taken	82	Hackney near Matlock	A site meeting was arranged with the trader. He accepted the work could be better. It was pointed out that the fact that 4 contracts were in place smacked of sharp practice. The trader found it difficult to explain this and accepted it would give concern. During the meeting the trader agreed to put right all areas of concern, he agreed to refund an outstanding deposit and offered to carry out the final contract of a conservatory at a cost of over £5,000 free of charge. This was accepted by the lady and her family.	£17,500	£5,985	7 weeks

	advantage of, the work is poor and she has been over charged.						
				<b>Total amount of contract/monies recovered</b>	<b>£67,739</b>	<b>£34,924</b>	<b>Average</b>
				<b>Average amount of contract/monies recovered</b>	<b>£6,158</b>	<b>£3,593</b>	<b>20.27</b>

## Appendix 2 Action taken against one particular rogue trader

The case involves an Eckington based trader who advertised in local 'free' newspapers including the 'Doorsteppa' magazine. Derbyshire Trading Standards Service commenced an investigation into the business after receiving several complaints about the quality of service, prices charged and attitude of the trader.

In July 2015, Derbyshire Trading Standards Service (DTSS) received a complaint from an Eckington resident on behalf of his elderly mother. The trader had been asked to quote to fully board a loft space and provided a hand-written quote stating 'loft/fence' and a figure of £2,400, together with his name and a mobile telephone number. The complainant only became aware that work had been carried out on his mother's bungalow via a neighbour of his mother. He describes his mother as 'forgetful' and states that he does most of her paperwork and so was concerned that she had agreed to have work carried out without his knowledge. He made contact with the trader and asked for a written break-down of the work that had been carried out. At this point he had not seen the work that had been done as he was working away in London.

An invoice dated 18 June 2015 was supplied by the trader which stated that the works completed were:

- *'Full Loft Area cleaned from unwanted items/old Insulation/Building materials*
- *Loft floor area re-insulated*
- *Fully re-boarded with an 18mm thick moist resistance chip board finish.*
- *Internal roof repairs undertaken. We have sealed between the broken felt and the Roof tile to protect from the external elements the best we can.*  
*[Comments that the internal roof felt is in very poor condition]*

*Total cost £4,200.00'*

Towards the end of June 2015, the complainant had returned from London and visited his mother and was concerned that the quality of the work carried out was poor; that there were holes in the boarding; and that the boards had not been secured properly. The erection of a fence, which he understood was to be included in the original quote of £2,400, was not completed. From discussing this with his mother he understood that the trader wanted to charge an extra £1,000 and so had decided not to agree to this additional work. The complainant believed that the loft was already clear and thought that the insulation was re-used rather than new and so complained to the Citizens Advice Consumer Service who referred the matter to DTSS.

A Trading Standards Officer initiated an investigation and commissioned an independent building surveyor to inspect the property. His report identified the following issues:

- The work is very poor and unsatisfactory and needs remedial work.
- The boards 1,200mm long x 320mm wide have been fitted incorrectly, in as much as not all the board ends meet on a joist.
- The boards have been laid leaving traps; that is the boards will sink when you stand on them because there is no support underneath it.
- Screws are screwed into nothing.
- Where cables are present, they have not been 'nogged' into the joist, so the boards can be properly fitted over the cables.
- None of the boards are marked, noting the cable positions, pipe positions or joist positions which I would have expected.
- The boarding is unfinished leaving the insulation exposed.
- Where the boarding has been cut to accommodate the cables the actual sawing and cutting is atrocious.
- There is plenty of area exposed where the boarding is incomplete and in those areas it is old insulation.
- I can only see evidence of new insulation in one area, about 600mm square.
- The remnants and offcuts of chipboard have been left in the loft and not cleared away.
- The chipboard used is a standard type typically coming in packs of three from Homebase, B&Q, or Wickes and measuring 1,200mm x 320mm. It is not treated for moisture resistance.
- Chipboard treated to be moisture resistant has a green surface and comes in 2,400mm x 600mm sizes and is not meant for lofts as it cannot pass the normal hatch opening.
- Boarded floors on lofts do not need to be water resistant if the tiles and felt serve their purpose.

The Surveyor further stated that the property is a very well maintained semi-detached bungalow built in the 70's and that to rectify the issues he had identified would cost approximately £900.

In November 2015, DTSS received another complaint about the same trader; this time from an Inkersall resident who had also contacted him having seen his advert in the Doorsteppa magazine. The Inkersall resident asked him to quote to carry-out the following work on her property:

- Re-bed two slabs on the steps to the front of the property.
- Relay the slabs which were laid under the car port.
- Renew the window in the outhouse.
- Renew the door to the outhouse.

- Put clips on the gas pipe which came down the wall.

The quote provided was for £2,600, but the complainant, who has a heart condition, was under the mistaken impression that this price would be reduced. She complained that she felt intimidated into paying the full amount and as a consequence suffered from high blood pressure and found the trader aggressive and bullying. A trading standards investigation was initiated and a Building Surveyor commissioned to inspect the work done. His report identified that although the work had been completed as per the quote, it was of poor and unsatisfactory quality and requires the following remedial work:

- The two slabs re-laid at the front of the house have been bedded on mortar but there is a piece of wood which has been left in under the mortar which will rot and become a void which would let the mortar fall and the slab become loose again.
- The mortar bed is not uniform either across the slab.
- The slabs under the car port have been lifted and re-laid but are no better than before with potential trip hazards as they are not level. The gaps between the slabs have been filled with dry sand and cement.
- The outhouse window has been renewed and mastic applied all around the window but not very neatly. The window also has the beading on the outside, so I believe it is possible to take out the beading and then the glass and gain entrance to the outhouse. The beading should be on the internal side of the window.
- The outhouse door has been replaced with a worse door than the one taken off. The one taken off was solid wood and the replacement is an internal door, totally unsuitable for the job. It is a door made up of cardboard, like egg boxes in shape and then hardboard applied to each side. It is a very cheap door not fit for purpose.
- The door is a standard 1,981mm x 680mm wide which has been cut down to 1,960mm high. The doors come with a timber bottom frame which you can take off then trim the door, here by 21mm, then refit the timber bottom frame. The bottom frame has not been refitted here, which exposes the cardboard interior elements to the damp. The door will not last the winter.
- The hinges to the door are normally let in to the door and the door frame. That means the joiner will chisel out the timber where the hinges fit so the door and the frame are close together and the door doesn't bind. The hinges here have been planted on both the door and frame leaving a large gap between the door and frame, so big you can look inside the outhouse through the gap.
- The door also has door furniture fitted to the front of the door and again it is very poorly fitted, not least because the door is not a solid external door. The top lock was taken off the coal house door and refitted. When I tried to open the door using the bolt to pull, as there is no door handle, the bolt came off in my hand.
- The other bolt on the door has screws far too big for the lock.

- Despite my best efforts I could not get the new door open, no matter how I tried. It is quite possible, (but I do not know why he would do it), that the door has been fastened from the inside and then whoever was inside, exited via the window then put the window in or the glass and then the beading. The door is not tight down either side, indeed one side has a substantial gap, so I cannot explain why the door would not open. I did not want to force it without having the means of making it secure again afterwards.
- The gas pipe has been clipped.

The Building Surveyor estimated that the value of the work done was approximately £300. The Inkersall resident was adamant that she did not want the trader to return to her home and has since had the work completed to a satisfactory standard by another trader at an additional cost of about £1,000.

DTSS had previously had occasion to advise the trader concerned in July 2013, following a previous complaint, but had received no further complaints until July last year. The Division wrote to the trader in July, but the letter was returned 'Sorry! Wrong Address'. Enquiries with the relevant district authority established that the address was in fact correct. A further attempt to interview the trader about these matters in January 2016 resulted in a written response from him claiming that he was going to work abroad in February for three years.

The decision was taken to initiate legal proceedings against the trader, but subsequently it was agreed to issue him with a 'Formal Caution' (formerly known as a Home Office Caution, but now referred to as a 'Simple Caution') conditional on the trader agreeing to:

- Compensate both of the victims - £4,200 and £2,600 respectively;
- Pays the costs of the Building Surveyor's reports - £213.95; and
- Signs an Undertaking in respect of his future conduct.

In the result of any future breach of trading standards legislation, the trader risks being found in contempt of court and, if convicted, could be sentenced for these matters as well as any future offences.