

Devika Vanessa Persaud v Tripple "A" Furniture

Case No. 01102018-B-13

File No. for Referral to BOC –

Hearing Date: 5th July 2018

**Commissioners Present: Chairman: Ronald Burch-Smith,
Commissioners: Pradeepa Bholanauth, Rosalie Robertson, S.C., Ramesh
Seebaran**

1. The complainant purchased wardrobe from the supplier on or around 14 November 2017. It was described as a triple section wardrobe with an overhead section. The cost was **\$125,000** of which she paid a deposit of **\$68,000 with a balance of \$62,000 payable in 3 installments.** The supplier's name was Cassandra Wilson.
2. When the wardrobe was due to be delivered, she saw it but could not observe it fully as parts were obscured by other furniture at the supplier's premises. There were parts where the plywood was "wavy" and a knob came off. The supplier agreed to change it before delivery. On deliver she observed other parts damaged and the back was stapled. Inside the plywood was also wavy and appeared wet. She complained to the supplier by phone. The supplier agreed to fix it.
3. She made a complaint in writing for 10th January 2018 to the commission. The complainant alleged that she was asked to return the item which she agreed to do. The parties were unable to agree to these arrangements until the commission's investigator Adrian Sparman became involved.
4. On 26th January 2018, Mr. Sparman visited the premises of the supplier and inspected the wardrobe. He observed that it was swollen and rotten. He took photographs which were shown to us. He attempted to engage the

supplier on several occasions and eventually the supplier agreed to replace it. Section 22(3) of the Act requires the supplier to fully repair or replace the item to a fully repaired or functional state.

5. On Monday 26th March 2018 Mr. Sparman visited the supplier with the complainant and observed the replacement wardrobe in a canter awaiting delivery to the complainant's home. It was delivered and on removal from the canter by the complainant it was observed by her that the varnish was disturbed by what appeared to be finger prints and she observed other defects in the materials and workmanship.
6. The supplier agreed to send a canter to retrieve the wardrobe and give her a full refund. The canter followed her but did not come to her home. The supplier has refused to take the wardrobe back. There was no evidence that the damage to the furniture was caused by the customer.
7. The supplier's husband was reported to have said to the complainant that if she wanted quality furniture, she should have taken her business elsewhere. The supplier's inability to provide a product of a reasonable standards is no justification for offering a product which has no value to consumers. Products of a reasonably fair quality should be available to every consumer.
8. The commission caused a summons to be delivered to the supplier for the hearing. Although the supplier claimed in the course of the inquiry to desire adjudication by the commission, the supplier did not attend the hearing. We find that the supplier, Cassandra Wilson t/a Tripple A Furniture has breached her obligations under s. **22 of the Consumer Affairs Act** which required her to repair or replace the wardrobe or offer a full refund. We therefore advise that she should refund the complainant the sum of **\$68,000** within **28 days of this Order**.

9. In accordance with **sections 96 and 98** the Commission advises that if the sum of **\$68,000** is paid, that further proceedings be stayed, otherwise the Respondent should be sued for compensation **and** that the Director of Public Prosecution be advised to prosecute the supplier, Cassandra Wilson for the offences committed under the Act.

Dated 30th January 2019

Ronald Burch-Smith, Chairman

Pradeepa Bholanauth, Commissioner

Rosalie Robertson, S.C., Commissioner

Ramesh Seebarran, Commissioner