THE FAIR TRADING COMMISSION

BEFORE THE BOARD OF COMMISSIONERS

IN THE MATTER of the Consumer Protection Act, 2010;

THE FAIR TRADING COMMISSION
VS.
PREMIERE BUILDING MAINTENANCE CONTRACTOR AND PROPERTY MANAGEMENT
(Rep herein by Mr. Roddy Adrienne)

CPA.12.124

Complainant – Mr. Philippe Revera
Respondent – Premiere Building Maintenance Contractor and Property Management
(Rep herein by Mr. Roddy Adrienne)

QUORUM:
Mr. Colin Jean-Louis Chairperson
Mr. Chong-Seng – Commissioner
Mrs. Jenna Thelermont – Commissioner
Mr. Michael Nalletamby – Commissioner

For the Complainant
Ms. Chantale Barallon – Director for Legal Affairs (FTC)
Ms. Emily Mousbe – Legal Officer
Mr. Philippe Revera – Complainant

For the Respondent
Mr. Roddy Adrienne

RULING

[1]The Fair Trading Commission, on the 27th of August, 2012, registered a complaint (Exhibit 3)from Mr. Philippe Revera, the complainant herein, Premiere Building Maintenance Contractor and Property Management, a registered company represented by Mr. Roddy Adrienne, a licensed Class III Building Contractor (See

Exhibit 2) and respondent herein. The complaint surrounded the poor workmanship of the respondent (See Exhibit 4) as well as the breach of a signed agreement entered into between the complainant and respondent on the 5th of July, 2010 (Exhibit 1) for the building of the complainant's three bedroom house on Parcel No. B2.049 situated at Beoliere for the sum of SR. 570, 000/-. The respondent was also contracted to carry out additional works not included in the written agreement via verbal agreement. The complainant paid extra monies for these extra works which included the construction of a boundary wall, gate, carport, laundry and ground levelling at the outside of the house. The Commission investigated the matter.

[2]During the investigation stage the respondent was contacted and on the 12th of October, 2012 the Commission received a letter signed by the respondent agreeing to complete all remaining works on Mr. Revera's property which he would commence on the 15th of October to be completed on the 15th of December, 2012 (See Exhibit 5). Moreover, on the 17th of October, 2012 during a meeting with the respondent being represented on the day by Mr. Marcus Confait, the son of Mr. Roddy Adrienne, Mr. Confait signed an Undertaking pursuant to Section 75 of the Consumer Protection Act, 2010 to the effect that the respondent would complete roofing works on the garage and laundry, install the gate, complete the perimeter wall and to deliver the remaining tons of red earth for ground levelling. Those works were to commence on the 26th of October, 2012 to be completed by the 26th of December, 2012 (See Exhibit 6). None of the above works was ever conducted by the respondent. It is for this reason that the complainant, Mr. Revera, is requesting for a refund amounting to SR.112, 250/- for the incomplete works (See Exhibit 7).

[3]The case appeared before the Board of Commissioners on Wednesday 21st of August, 2013 for hearing. Ms. Barallon, the Director for Legal Affairs, FTC, presented before the Board one count of failure to comply with a signed Undertaking of the Commission contrary to Section 70 of the Consumer Protection Act, 2010, one count of failing to complete a service contrary to Section 40(1)(a) and one count of failing to provide good quality service and in a timely manner generally expected by a person. She urged the Board to rule in favour of the complainant and order a refund of SR.112, 250/-.

[4]Mr. Adrienne appeared on behalf of the respondent and did not contest any of the breaches. He readily confirmed the case of the complainant and willingly offered to repay the complainant in monthly instalments. He did however, explain that although he did take the money for works which he did not complete he did not do that on purpose. Mr. Adrienne stated that he faced financial problems when he encountered dishonest workers who did not deliver the required quality of work which had to be redone. Also that he had under quoted Mr. Revera's project so in fact the cost of construction of the house was more than what Mr. Revera paid but in any case he admits that he is at fault and is ready to refund Mr. Revera. He then pleaded that the complainant considers lowering the sum being requested for refund. Mr. Revera in turn explained that the sum being requested is in no way inflated in fact he had even lowered the actual sum for the refund. Be that as it may after further negotiations with the complainant's bona fide intentions the sum was reduced to SR.100, 000/- in the event that the respondent completed minor repairs to the house. The repair works were as follows: (a) to repair bath-tub fittings in the main bathroom in order to stop leakage; (b)to properly fix the ceiling so as to stop leakage and replace the affected masonite; (c) change the locks to doors which keys were not returned. Both parties were in agreement. Consequently, the respondent was ordered to sign an Undertaking of Commission to that effect. The same is attached herewith dated 23rd day of August, 2013.

[5]The Board of Commissioners deliberated on the matter and has considered all the evidenced adduced before it. The Board takes notice that till the date of the hearing the respondent had made no attempt to remedy ailments of the complainant. The complainant has had to incur extra costs to complete works which the respondent had been paid to do. To date the construction of Mr. Revera's dwelling home is still not fully completed.

[6]Based on the findings of the Commission as well as Mr. Adrienne's own admission the respondent is hereby found to be in contravention of Sections 40(1)(a), 40(1)(b) and 70 of the Consumer Protection Act, 2010. The Board hereby orders **the respondent, Premiere Building Maintenance Contractor and Property Management, represented herein by Mr. Roddy Adrienne, to refund to the complainant the sum of SR. 100, 000/- in monthly instalments of SR.4, 000/- starting from the end of December, 2013.** In addition, the Board of Commissioners finds it necessary **to impose penalties on the respondent for the**

above breaches of the Consumer Protection Act, 2010 in the form of monetary fines in the following manner:

- **For the contravention of Section 40(1)(a) – the sum of SR. 5, 000/-;**
- **For the contravention of Section 40 (1)(b) – the sum of SR.5 ,000/-;**
- **For the contravention of Section 70 – the sum of SR.5, 000/-.**

All payments are to be made to the Fair Trading Commission on or before the last day or every month until full settlement of the case.

[7]The parties are free to appeal against this ruling (See Section 44 of the Fair Trading Commission Act, 2009).

Pronounced by us on this 27th day of November, 2013.

Mr. Colin Jean-Louis
Chairperson

Mr. Philippe Chong-Seng
Commissioner

Mrs. Jenna Thelermont
Commissioner

Mr. Michael Nalletamby
Commissioner