27 January 2017

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Painters R Us

246 Highlighter Drive

Office City

To the manager of Painters R Us,

My shed has recently been painted by Robert from Painters R Us. I’m writing to inform you I will not be paying the full amount of $2000 because the service I hired you for has not been carried out as agreed in our contract.

Three of the shed’s four exterior walls have been painted in the Painters R Us ‘Slate’ colour, but the other wall has a distinct green tinge to it. The difference in colour is very noticeable, and I asked for the whole shed in Slate grey. I was not told of any difference or problems during the time Robert was working on my property.

I contacted Robert as soon as I noticed the colour difference. He repainted the affected wall twice. However, this only made the green tinge appear more.

See attached for photographs which show three grey walls and one green.

As outlined on Consumer Protection ([www.consumerprotection.govt.nz](http://www.consumerprotection.govt.nz/)), services must be:

* carried out with reasonable care and skill
* fit for the particular purpose we agreed on
* carried out within a reasonable time
* charged for at a reasonable price.

Under the Consumer Guarantees Act, it is my right to seek a resolution from a service provider if one of the above guarantees is not met. I do not believe this job was carried out with reasonable care and skill. Therefore, I am writing to cancel my contract with you.

My proposed solution is to make a partial payment $1200 for the work you have done, via online bank transfer.

Please let me know if you have any questions, or if you agree to this solution, no later than 10 days from the date of this letter.

Regards,

Kim Len