



Are You Arguing with the Right Person?

Carol Smith

The homeowner reports the defect. The builder acknowledges the defect. The problem is minor, according to the builder. The problem is unacceptable according to the homeowner.

The real problem is that the repair of this “minor” but “unacceptable” item is an expensive hassle and who is responsible is unclear, making a back charge difficult to enforce. If only the customer would overlook it, that would solve everything. It is, after all, such a little problem and such a BIG FIX.

Builders sometimes find themselves in a confrontation with a customer when the real confrontation should be with someone else—a trade, a supplier, or even themselves. Becoming angry with the homeowner—as if the homeowner discovered the problem just to aggravate the builder—is a shoot the messenger approach to service.

Often trades reinforce what the builder already knows, that the repair is a hassle and expensive. The builder and these trades (none of whom makes the mortgage payment) all agree the item is minor and should be overlooked.

Instead of confronting himself, his employees, or the vendors involved, the builder finds himself attempting to convince the homeowner that an acknowledged defect should be accepted for no better reason than that no one wants to stand the cost or hassle of the repair. In a kind of twisted logic that combines wishful thinking and the process of elimination, the builder concludes that the homeowner is unreasonable. At this point the customer may conclude that the builder is not worth recommending.

As the two case studies that follow show, the ability to resist the knee-jerk reflex to say *no* to a customer and untangle who should be held responsible for a repair is a valuable skill. This skill may include accepting part or all of the responsibility for the item, enforcing standards with trades and suppliers, or negotiating a compromise when the boundaries of responsibility are unclear.

Case Study 1: Cracked Countertop

During orientation the customer noted a small crack in the corner of the laminated kitchen counter. The damage was caused from the underside—a slight displacement, difficult for conventional devices to measure, but sufficient for a sponge or dish cloth to catch on when the counter is wiped. The damaged spot is less than an inch across, but as far as the homeowner is concerned, it is the San Andreas Fault.

The builder mentions the cracked counter to the installer. The installer *knows* he did not damage the top; someone else damaged it or it was delivered that way. The manufacturer claims this is not so: no damage was noted on the delivery ticket.

Both make it clear they have no interest in paying for a replacement. The builder also lacks interest in footing this bill. In addition to the cost, the builder imagines the repair process: Order the new countertop—they send the wrong size, wrong style, wrong color.

When the correct top finally arrives (no doubt late), remove the old one and install the new one—possible damage to cabinets, resilient floor covering, drywall, and paint to follow. This picky customer will probably expect clean up on top of it.

Many dollars, many people, many opportunities for things to go wrong. And for what? The crack is out of the way, in a corner that will seldom, if ever, get wet, and will most likely hold an infrequently used canister or decorator item. What's the big deal? The customer is told, "We'll get someone out to look at it. We don't know if it can be fixed or not." Translation: Maybe she'll forget about it and we won't have to deal with this.

This is a good example of rationalization: making up reasons to justify doing what you wanted to do in the first place—in this case, not spending money or effort to correct a little problem that requires a BIG FIX.

Weeks go by. The angry, frustrated homeowner leaves a message for the company owner. "None of my orientation items are done. The one I'm most concerned about is the cracked kitchen countertop. I want it replaced!"

Before returning the call, the company owner talks to the superintendent. "Mrs. Homeowner left a message about her list not being done."

"Yeah. Actually everything on her list is done. There's just this tiny, and I mean *tiny* crack in the kitchen counter. She's having a breakdown over it. It can't be repaired; we'd have to replace it. It would cost a fortune. We'd have to foot the bill; no one knows how it happened. It's a ridiculous item. The crack is way over in the corner; it's never going to cause her a problem."

"Okay. I'll talk to her."

The resulting conversation between the company owner and the customer does not go well. Mrs. Homeowner now calls her (a) Realtor, (b) attorney, (c) local TV station, (d) all of the above. This builder is allowing a disagreement to grow with a customer when the discussions ought to be with the supplier, installer, and superintendent.

Case Study 2: Beveled Glass

The entry door included two sidelights. All three components contain beveled glass. The homeowner noticed that on his home the glass was installed with the bevel one direction on the door and the opposite direction on the sidelights. He reports this to the warranty office three weeks after move-in.

Inspecting the defect, the warranty manager confirms the problem; this door is different from the showhome. The superintendent admits to the warranty manager that the installer pointed out the problem. However, the home was on a tight schedule, the problem seemed very minor. Most people would not even notice it. From the street, no one could tell. The door works just fine. Besides, an on-time bonus was at stake.

Pursuing the subject with the door manufacturer, the warranty manager is told, no, the glass can't be removed and reinstalled; the only possible repair is a complete replacement. This would involve framers, trim crew, painter, and probably cleaning people.

Since the builder installed the door knowing it was defective, the manufacturer feels no obligation to pay for labor. And this is SO minor they just cannot believe anyone even noticed it. It is not going to hurt anything. Why can't the homeowner...

The homeowner is told to learn to live with it. The homeowner makes it clear he has no such intention. The builder silently curses the homeowner for being stubborn and nit-picky. Here's another builder about to argue with a customer when the real problem is with his own scheduling, the superintendent, and the door supplier/manufacturer.

Sometimes a company's rush to complete a home results in problems later. A trade may acknowledge the work is less than correct then quote the superintendent who said "Never mind, just get it done." This excuse for poor workmanship or faulty materials further complicates the process of assigning responsibility in a reasonable manner. It rightfully leaves the builder a substantial share—many would say all—of that responsibility.

Avoid Knee Jerk Reactions

In both of the examples described here, the reflex to blame the customer is unfair not to mention unwise from a marketing perspective. Any hope that a customer will forget such an item is futile. Imagine purchasing a new car and upon delivery discovering a cut in the leather upholstery on the back seat. Now imagine the dealer saying, "Look, this is really minor. Fixing it would be a major job. You don't have any kids; you won't be using this seat anyway." It is easy to see this approach has some flaws from the customer's perspective. Ultimately, it is not good for the company's future, either.

Taking the time to collect all relevant facts and establish an accurate history of the item helps in determining who is accountable. A conversation with anyone and everyone who might have some knowledge about the situation can be useful.

Ignore for the time being how much the repair will cost and how many people will be involved. Search for an answer to the question "How did this happen?" By dropping the cost and hassle factors out of the equation, at least for the moment, it is often easier to find accountability. Once roles are identified, responsibility for correction can be assigned or prorated accordingly. In some cases, this includes the builder taking a share.

Case Study 1: Cracked Countertop

The countertop should be replaced. Since the damage was clearly *not* caused by the homeowner, the only disagreement that might follow would be among the builder, the supplier, and the installer. Giving the benefit of the doubt, assume that each party is sincere in believing he did not damage the top. The real cause will likely never be determined. But however it happened, the customer did not cause it and should not be expected to live with it. Under these circumstances, a three-way split seems appropriate.

Lessons to be learned include checking for damage upon delivery and installers checking materials before installing them and calling attention to any defects.

Case Study 2: Beveled Glass

Again the customer merely found the problem. The fact that the superintendent overruled the installer's concern lets the installer off the hook and puts the builder on. The manufacturer certainly owes the builder a correct door unit; the cost of labor is the builder's. The "production above quality" message that management sent to the superintendent should be reviewed. The superintendent's "bonus comes before quality" attitude needs some adjustment as well.

Although not every customer request can or should be filled, each one deserves objective consideration. Decisions on legitimate defects should be based on facts and physical conditions, not how much a repair costs or how much bother it will be. Cooperation from trades and suppliers in this process is the builder's problem, not the customer's.

Making hopeful assumptions about what a customer will or will not notice or care about is foolhardy. The customer who finds and reports items is not the villain. Regrettable as disagreements are, if one must occur, it should be between the builder and those responsible—not the customer.