

# Home Help

**Q** Before Christmas, I was startled by a terrific bang from upstairs. I found my glass shower door in fragments all over the floor. I don't know why it shattered. I am a pensioner and live alone. The door has not been heavily used since it was installed five years ago. It was not damaged.

The manufacturer, Aqualux, offers a 10-year guarantee. When I emailed it for help, I received an automated reply, saying it would respond in 24 hours. So far, there's been no response. The contract with the installers was valid for one year. I was told thereafter faults become the responsibility of the manufacturer. I was not aware of a requirement to register my door with Aqualux. I can't claim on insurance: my excess is higher than the cost of a new door.

If I get another door, can I apply a protective film to the glass? How should I proceed with Aqualux?

**Derek Page, Northumberland**

**A** Research suggests glass screens do explode, and not just those made by Aqualux, says Declan Curran, founder of Empire Holdings (empire-holdings.co.uk). Tempered glass resembles a pressurised spring, which can be released by chips, cracks or rubbing. The culprit may be "nickel sulphide inclusion", where foreign material gets into glass during manufacturing, later causing it to shatter. For glass safety film, try lustalux.co.uk. Toughened glass units are designed to shatter safely, adds Michael Holmes, spokesman for the Homebuilding & Renovating Show.

Check the terms of the warranty the product was marketed with, says

## QUESTION OF THE WEEK

### WHY DID MY SHOWER DOOR EXPLODE?

Rebecca Young, associate at Slater and Gordon (slatergordon.co.uk).

A manufacturer's warranty should cover defects, replacement of the screen and installation costs.

If there is no valid warranty in place, you have statutory consumer rights.

As you bought the screen prior to a change in law (the Consumer Rights Act 2015), you should refer to the Sale of Goods Act 1979. It implies a term in contracts that goods will be fit for purpose, free from defects, safe and durable.

This is a cause of action against the seller, not the manufacturer. Having owned the screen for several years, you will have to persuade a court that the explosion was caused by a defect. In the small claims court, there is limited recovery of legal fees. Generally, you have six years from entering into a contract to start proceedings. You should take legal advice, though bear in mind that the costs might be disproportionate.

**Aqualux responds** We are sorry to hear about this customer's experience. Occasionally products fall and glass shatters, especially if stored in unfavourable conditions or fitted incorrectly. We use toughened safety glass, made to the British standard. All emails go to Fetim Group UK, but most bigger than IOMB will not come through. (Our IT is being reviewed). There is a dedicated customer phone number on our website. Lifetime guarantee forms are sent with products, but without a receipt, the product is not guaranteed; even with a receipt, the glass is not guaranteed. We have offered to send some accessories if the customer has a receipt.

## TOP TIPS

Wi-fi security cameras keep you connected with what's going on in your home. Here are the best.

**Winner**  
**Netgear Arlo Q, 85/100**  
£120; amazon.co.uk

- ✓ Excellent-quality footage day and night, with audio that's clear and in sync
- ✓ Two-way microphone lets you talk to people in your house
- ✓ App uses your smartphone's location to work out if you're at home or away, and whether you need to be notified of any activity
- ✓ App lets you watch your home live or view recorded footage



- ✓ You can take still photos to use as evidence, if needed

**Runner-up**  
**Samsung SmartCam PT, 80/100**  
£130; currys.co.uk

- ✓ You can pan and tilt the camera to see other areas of the room
- ✓ Makes sounds to scare off intruders
- ✓ Can take still images for evidence
- ✓ Notifies your smartphone when motion is detected
- ✓ Turns off at set times for when you want privacy

■ [goodhousekeeping.co.uk/institute](http://goodhousekeeping.co.uk/institute)

If you're shocked by an exploding shower door or wondering if your lease will let you extend into the garage, our experts are here to offer advice



**Q** My partner and I recently purchased a modern ground-floor flat. It's in a small block with two garages on the ground floor. We have one of the garages in our lease, and another flat has the other. Our one is enormous and runs next to our flat. As we are short of storage inside, we would like to create a doorway from our flat directly into the garage. It has electricity and lighting, is dry and well finished, and has a large window.

We would divide it with a stud wall, keeping a smaller garage and the garage door while creating a storage area that could be dry-lined and finished with wardrobes. It would also be used as an office. The outside would look the same, but we could access it from inside the flat.

May we do this? A solicitor friend looked at our lease and said the building's walls are "owned" by the landlord, so his permission is required to create a doorway. We have a long lease of 999 years.

**James McLaurin, via email**

**A** Check the lease to see whether it contains a restriction on alterations and the precise part of the building you own. Long leases typically allow certain alterations, as long as you get the landlord's permission first, which usually cannot be withheld unreasonably.

Sometimes structural alterations are prohibited, so the landlord could withhold consent even if your proposal is reasonable. It is likely that your ownership of the flat and garage does not include external walls. If you altered these, the landlord could refuse permission. The lease might also restrict usage. Where the landlord has a right to withhold consent, he might still be prepared to let you make changes, but at a premium: you would have to negotiate. Ask a solicitor to review your lease for specific advice, and have any agreement recorded in a formal document called a licence for alterations.

**Ed Cracknell, senior associate at Russell-Cooke; russell-cooke.co.uk**

**Q** We bought a bungalow in November; our offer was accepted in September. On January 10, we received notification of the resubmission of a planning application for a two-storey house to be built behind ours, which would directly overlook our garden and rear windows. Outline planning permission had been granted in 2015, with a full application submitted in June 2016. This was withdrawn on August 15, 2016. Had we been aware of all this, we might not have purchased the house.

Who should have discovered there was a recent planning application: the solicitor or us? Would the fact that the application was withdrawn make any difference? Does the estate agent have to reveal this information to a potential purchaser? The person selling the bungalow (inherited after a death) answered "no" to the question on the property information form that asks: "Is the seller aware of any proposals to develop land nearby?"

**LM, via email**

**Do you need help from one of our experts?** Email your questions to [homehelp@homehelp.sunday-times.co.uk](mailto:homehelp@homehelp.sunday-times.co.uk). Advice is given without responsibility.

**A** Buying and selling property is underpinned by the common-law principle of *caveat emptor*: the onus is principally on the purchaser to investigate before committing. A buyer's solicitor is only expected to carry out searches and raise inquiries specific to the subject property. Anyone who has concerns about neighbouring properties should ask their solicitor to investigate. It would be unusual for a solicitor to research the planning history of adjacent properties, but it can be done. Most planning departments have online registers.

Estate agents are subject to the Consumer Protection from Unfair Trading Regulations 2008 and are under a duty to act fairly and not to mislead. They must disclose any pertinent information of which they are aware, or ought to be aware, that might influence a buyer's decision. They must also take reasonable steps to ensure that statements made are accurate and not misleading. Breaches of the regulations can carry heavy penalties.

Before contracts are exchanged, a seller must answer questions truthfully and

## SAVE & SPLURGE

When you buy new bedding, layer up bargain bottom sheets and pillowcases with luxury on top. Dunelm is a value retailer known for its linen: cotton flat sheets start at £8, plain Oxford pillowcases at £5. Egyptian cotton bed linen from BHS (its website: [bhs.com](http://bhs.com), is still open for business) is great value, too.

With out-of-sight sheets sorted, choose a thick, silky 500-thread-count Classic white duvet cover from Josephine Home (£345 for a kingsize, pictured) or Yves Delorme's Athena (£379 for a kingsize). **KB**

