

LETTERS TO YOUR BUILDER

Defects, delay and deposit letters — each with a short guide to what the law says

FOR YOU TO KEEP

KD-HM-BL-013 Rev A0

ABOUT THIS DOCUMENT

- General information, not advice. This explains in general what the law says in England and Wales. It is not legal advice about your own situation, and filling it in cannot promise any result.
- Get help early. For your own situation, speak to a solicitor, or to the Citizens Advice consumer helpline on 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser), Monday to Friday 9am to 5pm. For anything to do with a shared wall, speak to a party wall surveyor.
- Where it applies. The consumer rights quoted in these letters apply across the UK, but the letters are written for England and Wales. In Scotland, claims for payment of up to £5,000 use simple procedure in the sheriff court. In Northern Ireland, a small claim is generally one of not more than £5,000 (nidirect).

1 WHICH LETTER TO USE

Letter A — defects. The work is finished or in progress but something is wrong: poor work, work not as agreed, damage caused. It lists the defects and asks the builder to put them right by a date you set.

Letter B — delay or non-completion. The builder is late, has stopped coming, or has not finished. It asks the builder to finish by a reasonable date you set.

Letters C1 and C2 — money paid, work not started. C1 cancels the contract, only where every box on its guide page is ticked. C2 asks the builder to confirm a start date, or to agree to return your deposit if it cannot start within a reasonable time.

2 BEFORE YOU WRITE

Read your contract or quotation first: it may say how to raise problems and how much notice to give (KD-HM-CC-005 is the contract checklist; the builder-side documents are KD-TA-QU-001 and KD-AGR-DC-001). Use your own records — the job diary KD-HM-JD-008, payments KD-HM-PS-006, changes KD-HM-CH-007 and snag list KD-HM-SN-009 — so the dates and amounts are right.

Each guide page is for you; each letter page carries only what the builder needs. Send each letter in a way you can prove: signed-for post, or email if you and the builder normally use it. Keep a copy. Be factual and polite, and set a clear date.

The steps, in order: complain in writing (these letters) → the builder's trade body or scheme, or ADR, if there is one → a letter before claim (KD-HM-LC-012) → court, as a last resort. If letters don't work, KD-HM-LC-012 explains the letter before claim, court fees and free small-claims mediation.

Time limits. Court claims have time limits. For a claim that the builder broke the contract, it is usually six years from when the contract was broken — normally when the work was done badly or should have been finished — not from when you found the problem (Limitation Act 1980 s.5). Don't let letters drag on; if the work was done some years ago, take advice now.

Suspect a scam? If you think a builder took your money with no intention of doing the work, contact the Citizens Advice consumer helpline, 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser) — Citizens Advice says you cannot usually report a trader to Trading Standards directly, and it will contact Trading Standards for you. If you paid by card, contact your card provider promptly and ask what help is available. If money is not returned, the next step is a letter before claim (KD-HM-LC-012).

WHAT THESE LETTERS DO NOT DO

They do not ask the builder to leave the site, and they do not threaten anything except the next lawful step.

They do not tell you to stop paying. If you think an amount the contract says is due should not be paid, take advice first.

They do not end the contract for delay. Ending a contract yourself is risky — see the guide to letter B.

They are general information about the law, not advice about your situation. Where money or safety is at stake, speak to Citizens Advice or a solicitor.

LETTERS TO YOUR BUILDER

Letter A — defects: before you send it

FOR YOU — DO NOT SEND

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A DEFECTS — WHAT THE LAW SAYS

WHAT THE LAW SAYS

Work under a contract with a trader must be carried out with reasonable care and skill (Consumer Rights Act 2015 s.49). Anything the builder said or wrote to you about the work or about their business, and that you took into account when deciding to go ahead or making a later decision about the work, is part of the contract (s.50).

If the work does not meet the contract in those ways, you can require the builder to do the work again "to the extent necessary to complete its performance in conformity with the contract" (s.55(1)). This is called repeat performance. The builder must do it within a reasonable time and without significant inconvenience to you, and must bear the necessary costs, including labour and materials (s.55(2)). What is a reasonable time is judged by the nature of the work and its purpose (s.55(4)). You cannot require it if completing the work properly is impossible (s.55(3)).

If repeat performance is impossible, or you have required it and the builder does not do it within a reasonable time and without significant inconvenience to you, you can require a price reduction, which can include a refund (s.56(1) and (3)). Other remedies, such as damages, may also be open (s.54(6) and (7)).

Goods or materials the builder supplied or installed (ss.9 to 11 and 15) have their own remedies: you can require the builder to repair or replace them, within a reasonable time and without significant inconvenience to you, at the builder's cost (s.23(2)); if that fails, a price reduction or the final right to reject may follow (s.24). For anything more about goods, take advice.

Setting the date. Give the builder a fair time to arrange and do the work — it depends on what is wrong. Say when they can have access, and let them inspect. Keep dated photographs and note each visit in your job diary (KD-HM-JD-008).

Anything dangerous. Stop using it. Photograph it, and tell the builder in writing straight away. Get it made safe by a suitably qualified person, doing only what is needed to make it safe. Citizens Advice says you should report a dangerous building or structure to your local council immediately, and that it is really important to report a trader who has done anything dangerous or unsafe to Trading Standards — which you do through the Citizens Advice consumer helpline, 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser).

Money. Do not stop paying an amount the contract says is due without advice: record the defects and follow the steps. If the defects are not put right by your date, the next step is a letter before claim (KD-HM-LC-012).

- ☐ I have checked the contract for any clause about reporting defects
- ☐ I have dated photographs of each defect

- ☐ The date I set gives a fair time for this work
- ☐ I will keep a copy and proof of sending

LETTERS TO YOUR BUILDER

Letter A — defects: ask the builder to put the work right

SEND TO THE BUILDER

KD-HM-BL-013 Rev A0

FROM (YOUR NAME)

YOUR ADDRESS

DATE

TO (BUILDER)

BUILDER'S ADDRESS

YOUR PHONE / EMAIL

PROPERTY WHERE THE WORK WAS DONE

CONTRACT OR QUOTATION DATE AND REFERENCE

Defects in the building work — request to put them right

I am writing about the work you carried out under our contract, described as:

THE WORK

The following defects need to be put right:

NO.	DEFECT — WHAT IT IS AND WHERE	FIRST NOTICED	PHOTO REFS

Work under a contract like ours must be carried out with reasonable care and skill (Consumer Rights Act 2015 s.49). I am asking you to put right the defects listed, so that the work is completed in line with our contract, at your own cost, including labour and materials (s.55; and for goods you supplied or fitted, s.23).

PLEASE CONTACT ME BY

PLEASE COMPLETE THE WORK BY

ACCESS AVAILABLE

ENCLOSED

If the defects are not put right by that date, I will consider the other options open to me, which include asking for a price reduction (s.56) and sending you a letter before claim. I keep all my rights under our contract and the law.

Yours sincerely,

PRINTED NAME

SIGNATURE

DATE

LETTERS TO YOUR BUILDER

Letter B — delay or non-completion: before you send it

FOR YOU — DO NOT SEND

KD-HM-BL-013 Rev A0

B DELAY — WHAT THE LAW SAYS

WHAT THE LAW SAYS

If your contract fixes a date for finishing, or a way of fixing it, the builder must finish by then under the contract. Check first whether the contract gives more time — for example for changes you asked for — and whether any of the delay was caused by you, such as late decisions, no access or late payment.

If no time was fixed — by the contract, or by anything the builder said or wrote that you took into account — the law treats the contract as including a term that the builder "must perform the service within a reasonable time" (Consumer Rights Act 2015 s.52(1) and (2)). "What is a reasonable time is a question of fact" (s.52(3)): it depends on the job.

If the builder breaks that term, you have the right to a price reduction (s.54(5)). Other remedies, such as damages, may also be open in the circumstances (s.54(6) and (7)).

ENDING THE CONTRACT FOR DELAY — GET ADVICE FIRST

Letter B asks the builder to finish by a reasonable date. It does not end the contract.

Ending the contract yourself because of delay is risky. If you get it wrong, you can become the one breaking the contract, and liable for the builder's losses. Citizens Advice says that cancelling a contract will be breaking that agreement unless, for example, the business has not done the work in a reasonable time and then misses the final deadline you give it — and that a business may ask you to pay a cancellation fee or any loss of profit caused by your cancellation.

Get advice before you end the contract or bring in another builder. For information, see Citizens Advice's page on cancelling building work: citizensadvice.org.uk/consumer/getting-home-improvements-done/cancelling-building-or-decorating-work/

Setting the date. Give a fair time for what is left — look at how much remains and how long that kind of work takes. Record what has been done and what remains, with dated photographs, in your job diary (KD-HM-JD-008).

Money. Do not stop paying an amount the contract says is due without advice. If the work is still not finished, the next step is a letter before claim (KD-HM-LC-012).

LETTERS TO YOUR BUILDER

Letter B — delay: ask the builder to complete the work

SEND TO THE BUILDER

KD-HM-BL-013 Rev A0

FROM (YOUR NAME)

YOUR ADDRESS

DATE

TO (BUILDER)

BUILDER'S ADDRESS

YOUR PHONE / EMAIL

PROPERTY WHERE THE WORK IS BEING DONE

CONTRACT OR QUOTATION DATE AND REFERENCE

Delay in completing the building work — request to complete

THE WORK

WORK STARTED ON

LAST ON SITE

WHEN THE WORK WAS DUE TO FINISH

The work has not been finished. Where no finishing date was agreed, the law requires the work to be carried out within a reasonable time (Consumer Rights Act 2015 s.52), and in my view that time has now passed.

WORK STILL TO BE DONE

Please complete the work by the date below, and tell me by the reply date when you will be back on site.

COMPLETE BY

REPLY BY

I keep all my rights under our contract and the law. If the work is not completed by that date, my next step will be a letter before claim.

Yours sincerely,

PRINTED NAME

SIGNATURE

DATE

LETTERS TO YOUR BUILDER

Letters C1 and C2 — money paid, work not started: before you send

FOR YOU — DO NOT SEND

KD-HM-BL-013 Rev A0

C1 CANCELLING (LETTER C1) — TICK EVERY BOX BEFORE YOU USE IT

Letter C1 cancels the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Use it only if you can tick every box below. If any box is unticked, or you are not sure, do not send C1: use letter C2, or get advice.

- ☐ No work has started, and no goods or materials have been delivered to my home or fitted.
- ☐ The builder and I were together in person, at my home or somewhere else that is not the builder's business premises, when I agreed the contract or made my offer — or I agreed it at the builder's premises, or by phone, email or online, immediately after the builder spoke to me in person away from its premises (reg 5; how soon counts as "immediately after" is not settled — get advice if you rely on it).
- ☐ The job is not the construction of a new building, or of a substantially new building by converting an existing one (reg 6(1)(e)).
- ☐ I did not specifically ask the builder to visit to carry out urgent repairs or maintenance (reg 28(1)(e)).
- ☐ I agreed to pay more than £42 (reg 27(3)).
- ☐ I am within the cancellation period: I am sending the letter within 14 days after the day the contract was made (reg 30(2)) — or the builder did not give me the information about my right to cancel: if it gave me that information later, within 12 months, I am within 14 days after the day I received it (reg 31(2)); if it never gave it, the period can be extended by up to 12 months (reg 31(3)).
- ☐ Nothing in the contract is made to my specifications or clearly personalised — for example made-to-measure windows, doors, a kitchen or a conservatory (reg 28(1)(b)) — and no goods have been mixed with other things in my home so that they cannot be separated (reg 28(3)(c)). If anything is made to measure, do not send C1: get advice — how the Regulations apply to made-to-measure items in building work is not settled.

USUALLY NOT COVERED — AND THE RISK OF GETTING IT WRONG

A quote given at your home and accepted later by phone, email or message is usually NOT a contract you can cancel under these Regulations: you were not together when you agreed, and it was not agreed at a distance in the way the Regulations mean. If you never met the builder and everything was done by phone, email or online, you may have a right to cancel as a distance contract — get advice.

If you cancel when you have no right to, you may be the one breaking the contract. Citizens Advice says that cancelling a contract will be breaking that agreement, and that the business may ask you to pay a cancellation fee or any loss of profit caused by your cancellation — which can be more than your deposit. If you are not sure, get advice before you send anything.

GOODS FITTED OR WORK STARTED — AND HOW CANCELLING WORKS

Goods delivered. For a contract that includes goods, the right to cancel ceases to be available "if the goods become mixed inseparably (according to their nature) with other items after delivery" (reg 28(3)(c)) — for example, possibly, tiles set in adhesive. Whether a particular fitted item counts is not settled — take advice.

Work started. The builder must not start inside the cancellation period unless you made an express request — for a contract made away from its premises, on paper or another durable medium such as email (reg 36(1)). If you made that request, and the builder had given you both the information about your right to cancel and the information that you would have to pay for work done in the cancellation period, you pay for the work done up to when you tell it you are cancelling, in proportion to the whole contract (reg 36(4)). Otherwise you pay nothing for that work (reg 36(1) and (6)). In either case take advice: letter C1 is for when nothing has been delivered or started.

If you can cancel. You cancel by any clear statement — letter C1 is one (reg 32(3)) — and it counts if you send it before the period ends (reg 32(5)). In a dispute it is for you to show that you cancelled in time (reg 32(6)), so keep proof of sending. The builder must refund all payments you made, using the same means of payment unless you agree otherwise, without charging a fee (reg 34(1), (7) and (8)); for a contract for work only, within 14 days after the builder is told (reg 34(4) and (6)). Where the contract includes goods, when the 14 days start and how the refund timing works are not settled for building work (regs 30(3) and 34(5)) — take advice.

C2 WORK NOT STARTED, AND YOU CANNOT CANCEL UNDER C1 (LETTER C2)

LETTER C2 — ASKING FOR A START DATE OR THE DEPOSIT BACK

Unless you can cancel under C1, the contract is still running. Letter C2 asks the builder to confirm when it will start, or to agree to return your deposit if it cannot start within a reasonable time. Where no start time was agreed, the builder must carry out the work within a reasonable time (Consumer Rights Act 2015 s.52).

Don't hire another builder while the contract is still running — take advice first. Where the contract has come to an end, or the work is never going to be done, the Act lists among the remedies that may be open "seeking to recover money paid where the consideration for payment of the money has failed" (s.54(7)(b)). Whether that applies to you is a question for advice.

If you simply decide not to go ahead, you may be the one breaking the contract: Citizens Advice says the business might hold some or all of a deposit to help cover its loss, or ask for a cancellation fee or loss of profit. Letter C2 is not for that — get advice. A contract term letting a trader keep money you paid when you decide not to go ahead, without equivalent compensation if the trader is the one cancelling, "may be regarded as unfair" (Schedule 2 Part 1 para 4); an unfair term is not binding on you (s.62(1)), and whether a term is fair depends on all the circumstances (s.62(5)).

LETTERS TO YOUR BUILDER

Letter C1 — notice of cancellation

SEND TO THE BUILDER

KD-HM-BL-013 Rev A0

FROM (YOUR NAME)

YOUR ADDRESS

DATE SENT

TO (BUILDER)

BUILDER'S ADDRESS OR EMAIL

YOUR PHONE / EMAIL

Notice of cancellation

PROPERTY

THE WORK

CONTRACT MADE ON

WHERE AND HOW IT WAS MADE

I cancel our contract for the work described above, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (regs 29 and 32). No work has started, and nothing has been delivered to my home or fitted.

TOTAL I HAVE PAID £

PAID ON

PAID BY

Please refund all payments I have made, using the same means of payment I used, without undue delay and within the time those Regulations allow (reg 34). I keep all my rights under our contract and the law.

Yours faithfully,

PRINTED NAME (1)

SIGNATURE

DATE

PRINTED NAME (2)

SIGNATURE

DATE

LETTERS TO YOUR BUILDER

Letter C2 — work not started: ask for a start date, or the deposit back

SEND TO THE BUILDER

KD-HM-BL-013 Rev A0

FROM (YOUR NAME)

YOUR ADDRESS

DATE

TO (BUILDER)

BUILDER'S ADDRESS

YOUR PHONE / EMAIL

Building work not yet started — start date, or return of my deposit

PROPERTY

THE WORK

CONTRACT AGREED ON

START DATE AGREED

AMOUNT I PAID £

PAID ON

The work has not started. Please confirm in writing, by the date below, the date on which you will start the work.

PLEASE CONFIRM BY

If you cannot start within a reasonable time, please agree to return the money I paid, shown above, and tell me when you will return it. If you believe you are entitled to keep any part of that money, please tell me in writing what for and how you worked out the amount, with evidence of the costs you have actually incurred for my job.

HOW TO PAY ME

I keep all my rights under our contract and the law. If we cannot resolve this, my next step will be a letter before claim.

Yours sincerely,

PRINTED NAME

SIGNATURE

DATE

R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-14	first-issue	First issue.	— not yet approved —
A0	2026-09-14	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.