

The School of Hard Knocks

A landscape contracting business received the following letter from an irate customer:

November 3, 2005

Dear Landscaper:

Per your proposal dated August 15, 2005, which I never signed, you agreed to install “the landscaping discussed on August 12, 2005 site visit,” for \$38,250.00. The proposal said you would start work by August 22, 2005. When the job started you said you would have the work finished by September 12, 2005 so we could host our daughter’s wedding rehearsal yard party on September 23, 2005. We paid you a \$20,000.00 deposit.

The job didn’t start until September 7. It rained three days the next week and the yard was an absolute mess the Monday before Tricia’s wedding. Fortunately we were able to have the rehearsal party in the country club’s patio garden. It cost us about \$3,500.00 more than a home party.

Now it’s the beginning of November and the yard still isn’t finished. The slate you used for the patio is uneven, the three “specimen” trees you planted along the garden pathway look like they came from the local grocery store garden center, and planting \$700.00 worth of flowers on the first of November doesn’t make any sense. We can’t enjoy them.

We do not intend to pay you any more money. We have spoken with another landscape contracting business and were informed that the work you have done is only worth at best \$18,000, and that it will cost us an additional \$30,000 to complete the work you promised to install for \$38,000.00. We demand that you reimburse the \$2,000.00 difference between the value of your work and our deposit, pay the \$10,000.00 in additional installation costs and the extra \$3,500.00 in costs for Tricia’s rehearsal party we would not have paid had you finished on time as promised. If you don’t do this I will file a claim with the LCB to get my entire deposit back.

Sincerely,

An Unhappy Customer