

ELR RESTORATION, Inc. COMPLAINTS

LOGGED: BETTER BUSINESS BUREAU (Central Florida)

BBB Complaints on ELR: <http://www.bbb.org/central-florida/business-reviews/water-damage-restoration/elr-restoration-in-deltona-fl-203942040/complaints>

The following complaints are reproduced here, verbatim, to assist readers in finding specific language within each complaint referenced as part of a blog on abuse of Assignment of Benefits (AOB). Each complaint has been numbered. This is provided as a means to assist consumers attempting to more fully understand what to avoid when seeking remediation work for their homes by reading the blog at www.johnsonstrategiesllc.com and following links to specific complaints below.

17 complaints closed with BBB in last 3 years | 7 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising / Sales Issues	<u>3</u>
Billing / Collection Issues	<u>2</u>
Problems with Product / Service	<u>12</u>
Delivery Issues	0
Guarantee / Warranty Issues	0
Total Closed Complaints	<u>17</u>

#1: ELR Complaint-2-23-16

ELR is not responding to me

ELR was called after they left a tag on my door stating they inspected my roof and that I had damage. Prior to this I called in a claim to my carrier due to four leaks from my roof in different areas of my house. A customer consultant from ELR came over. He advised he is not a roofer but he saw the leaks and said they si send a roofer to meet with my adjuster. The adjuster could not come until February 5th, 2016 and I called my carrier January 22nd for a date of loss of January 17th, 2016.

The roofer from ELR met with my adjuster February 5th and the adjuster indicated to me he sil pay to fix the leaks inside and on roof and since my chimney is rotted that they do not pay to fix the chimney.

I signed work authorization prior to the roofer coming with the consultant manager and assignment of benefits on February 5th, 2016.

On February 6th I called ELR to see if they can place tarps on my roof where it's leaking and they told me I had to pay \$350.00 upfront and would not Hill my adjuster after I told them my adjuster would pay. However, that raised a red flag as normally roofing companies that do the

work don't charge.

I called them again February 9th to see when my roof will be fixed and the girl told me that the adjuster will be mailing me some documents to complete first.

There aren't any documents to complete and the only then I received after all this time was a denial on the chimney repair.

Since then, no one from ELR called me, no written quote regarding the cost or any other documents sent to me.

February 16th I faxed ELR a memo advising them they are no longer authorized to-do any work and that I am rescinding my work authorization and requested that they send me a release in writing. I refaxed it to them February 17th and 18th plus called to see if they got it as did get fax confirmation. They said they did not get it.

So I asked for supervisors email address to send her the same fax and it was sent to Ms.Latía H***** and asked her to please send me what I requested.

It appears she sent one of the female employee to call me and they left me a voicemail stating to call them back regarding breach. I called back and she Asier if she can answer any of my questions. I said no I want fue supervisor to respond to my email se I faxed something several times and they told me they never got the fax.

She apologized and said they did get my fax. She said they sent roofer Feb 5th. She asked if I received paperwork from them and I told her no, no quotes, no calls either and here I am with four leaks since Jan 17th.I was upset not to mention the fact that I learned they are bad news which is why I want a release from them.

She indicated she will have a manager call me and I told her I don't want to speak with manager just send what I need by fax or email. I still do not have it. I live alone with no one to put tarps on my roof and I won't agree as I still have the check. I need your help to get this release so I can move on. Thank you

Desired Settlement

A signed release from them.

Business Response

it is our policy to collect payment upfront for tarp replacement in the event the insurance carrier does not cover claim. The rotted chimney that may or may not be causing leaks is subject to approval from insurance carrier. The insurance adjuster that went to the residence has responded that there is not sufficient damage to warrant a new roof. We have no control over what the insurance company decides to cover. filing a complaint does not make the insurance carrier pay and at this point the homeowner should be upset with her insurance carrier. we did not create the damage and would only ask for a payment for the tarp and labor of installing it. We have spent

an enormous amount of man hours going back and forth with the insurance carrier but we cannot force them to provide services if there position is solid. We can continue to fight for the homeowner and turn her file into our legal department. We have made several attempts to communicate this but unfortunately we get the blame for denial of coverage instead filing grievance with her carrier. the adjuster ***** from the carrier *****, said that there wasn't enough hail or wind to support the payment. so in essence there is nothing to release client from since there is no approval for service.

thank you

ELR management

Consumer Response

From:*****
Sent: Tuesday, February 23, 2016 3:18 PM
To:*****
Subject: RE: Case ID*****

Complaint resolved.

#2: ELR Complaint-3-20-15

Our roof was not installed properly due to the overlapping of shingles.
Our roof was not installed properly due to the overlapping of shingles. Twice on one side and once on the other. We were told the owner would be contacting us to come take a look at it. We are still waiting and the roof was installed over two weeks ago.

Desired Settlement

We would like the mistake taken care of which would include replacing the shingles that were not installed properly.

Business Response

From: ***** (mailto:*****@elrrestoration.com)
Sent: Tuesday, January 27, XXXX XX:XX AM
To: *****@bureaadata.com
Subject: RE: BBB Complaint Case# ***** (Ref#XXX-XXXXXXXXXX-XXXXXXXXX-X-XXX)

We are currently working with the home owner to resolve the matter.

Thank you.

General Manager

*** ***** ** XXX-XXX

Deltona FL, XXXXX
Office: *****
Fax: *****
*****@elrrestoration.com

Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)
We did have someone from ELR look at the roof on January 16th and admitted that it was installed improperly but have not been contacted since.

Final Business Response

Good morning
After going out to customers home on Tuesday March 10th
We determined that the spout part of gutter was indeed cracked and not repaired properly. In order to achieve 100% satisfaction we not replaced the cracked spout we replaced the entire gutter connected to spout 72 feet with PVC material which is lighter in weight. We did this at no cost to homeowner and would hope that this will resolve any dissatisfaction with ELR. I also told homeowner that we will come back and make any necessary adjustments to the newly installed gutters if he should happen to find issues once it rains.
ELR management

Final Consumer Response

(The consumer indicated he/she ACCEPTED the response from the business.)

#3: ELR Complaint-1-16-15

Incomplete work
BY the end of October 2014 ELR Restoration Inc. star working in my kitchen I told them the way i want the cabinets in certain area by the end they put it the wrong. I told them to put it the way i told them. they said they finish and left. I call the and told me they can do nothing. I call the office and I have no one answer my call

Desired Settlement

Al I want is to fix the problem they left in my kitchen

Final Consumer Response

See Attached Letter:

They told me they going to fix the problem as soon as possible.

Thank you for your help.

#4: ELR Complaint-11-20-14

Paid for Breach of Contract that was never committed. Paid Oct 31, payment posted Nov 2.
Company refuses to release me from contract.

ELR came to my door shortly after a roof repair for a leak after a storm. They told me it was very possible for a full roof replacement for the wind and hail damage suffered from that storm. It took several weeks to find out from the insurance company to tell me that they only wanted to settle for \$2500. I told the insurance company I doubted that ELR would want to take on this problem at that amount. They told me to ask to be released from the contract. I informed them of this. I waited 2 weeks for a call. Never heard from them. No news about a negotiation, and was told they would fax the release to the insurance company approximately Oct 17. Instead of the release or a call I was sent an email for breach of contract later that day for \$350. I wasn't happy about it. They spent maybe 2 hours here, and never told me what happened with the insurance company. I paid it on Oct 31 reluctantly after the ***** ***** seemed he had no desire to talk to me after a full claim no longer seemed realistic. The payment posted Nov 2 from the ***** ***** account ***** charged it to on Oct 31. I called the insurance company on Nov 12 to find out how to receive my claim money to start working towards a roof i cant afford right now. The home owner's insurance agent said she still said she hadn't received the release they said they would send on more than one occasion. I spoke to the woman ***** who ran the card initially on Nov 13, and she said they were still waiting for the payment to post on their side. I told her posted. I called back the next day, and spoke with the receptionist ***** I sent her a portion of my credit card statement, and had a conference call with my credit card company where they stated to her as well the money had posted. I stayed on the phone for over an hour with no resolution ending with the manager hanging up on me. I called again and spoke with ***** on Nov 17. I was put on a long hold again, and told I could receive a call back, since they haven't called me since the middle of October I asked for an email response for a resolution, or why resolution had not been achieved and what actions were to be taken if not so. No phone call or email. I sent them an email letting them know i would start taking actions if I didn't receive a response to my email. No response, no answer, and no call back. This is my last step before litigation, and their lack of timeliness is potentially putting me in a situation where I could face foreclosure if the roof is not repaired by March. I pasted the email they sent me with the receipt to notepad and sent it. I sent you a copy of my credit card statement showing the **** ***** account the payment for breach was charged to. I have emails I have sent. The only email I received was for the notice of Breach and the Receipt for when I paid. Company has refused to communicate with me for a month.

Desired Settlement

I would just like my release of contract sent to the insurance company so I can move on. The statement, conference call to the credit card company, and almost 3 weeks of time should have been ample time to correct this. They are holding me hostage for their accounts receivable problems. I will be looking to seek litigation for several things here very shortly if not resolved very soon. It seems they are in breach of contract, and fiduciary responsibilities, and potentially fraudulent.

Final Consumer Response

From: ***** ***** (mailto:*****@yahoo.com)

Sent: Wednesday, November 19, XXXX X:XX PM

To: Better Business Bureau

Subject: Re: BBB Complaint Case# ***** (Ref#XXX-XXXXXXXXX-XXXXXXXXX-X-XXX)

Amazing. I've been working on getting this document for 3 weeks. I file a claim with you and it appears. Thank you very much. I really had no desire to go to court or deal with this during vacation or the holidays. I let you know when I'm 100% sure this has made it to the insurance company.

#5: ELR Complaint-1-13-16

ELR Restoration sent me a letter requesting that I pay for a breach of Contract, despite the fact I never signed a Contract with them.

Insured: *****

Date of Loss: 06/27/2014

Claim Type: Roof Repair

Claim Number: *****

Property Address: *****

Insurance Carrier: *****

ELR Restoration did come out and give me an estimate, which they changed later. Regardless, I never signed a Contract with ELR. How can I be in breach of contract when there is no contract? When I contacted ELR last week to get a copy of our 'supposed' contract, the lady said she would email me a copy, but never did.

Desired Settlement

Never contact me again, for litigation or any other reason.

Business Response

We spent countless man hours in pursuing homeowners insurance claim. We met at his property several times to review damage with homeowners insurance adjuster.

since we are the contractor of record we are entitled to our overhead and profit per Florida statute.

ELR Mgmt

Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

They will not address the fact that there is no signed CONTRACT between myself and ELR.

Companies

try to get contracts by providing free estimates with countless man hours involved. Unless they provide us with a signed contract within 2 weeks, we will consider suing them for harassment.

Final Business Response

ELR has address the fact that there was a sign contract already with ***** . ELR has made every attempt to resolve this issue with Mr. *****, thinks by filing a complaint against ELR would make us not charge him a breach of contract fee. At this point ELR is seeking payment for breach of contract. If Mr. ***** feels like he needs to get an attorney involved so be it. We are prepare to move forward on this matter.

Final Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

If there really is a signed contract, how come ELR will not provide me or the BBB with a copy of this contract? I'm shocked that the BBB won't ask ELR for a copy. This could easily be resolved if BBB would do that one simple thing.

#6: ELR Complaint-6-13-16

This company keeps putting yellow advertising flyers on my front door regularly.

I do NOT want their services nor did I solicit them in any way.

This company keeps putting yellow advertising flyers on my front door regularly.

I do NOT want their services nor did I solicit them in any way.

Desired Settlement

I want this business to put no further advertising flyers on my door.

Business Response

We sub contract canvassing and have forwarded complaint to sub-contractor. We apologize for any inconvenience this may have caused.

ELR Mgmt

#7: ELR Complaint-5-2-16

My mom contacted ELR to replace the roof at her house using their promotional flier that stated that most roofs are covered by the insurance.

The ELR representative offered my mom a contract to sign before any estimates of the roof were done. My mom complied with the request to sign on November 21st 2015 because she thought this is SOP for roofing companies. After this ELR contacted***** & the insurance company sent an initial down payment of \$1568.98 paid to "*****, ***** & ELR restoration". ELR cashed out such check and told us that the***** estimate does not match ELR estimate of \$12,698.93, which is about \$4500 more than what is covered by the insurance. They said that they are negotiating the terms to come to an agreement with the insurance company, and that they cannot start work until "more" money is paid.

Our complaint: We are NOT SATISFIED with ELR customer service and we do not want to be in business with them. First of all, ELR never told us that they needed most of the money to get the work underway. Second, they have not made any effort to treat us with respect since we ARE the customer. Third, there have been 5 months since the initial contract and NO WORK HAS BEEN STARTED ON MY MOM'S ROOF. Fourth, the rainy season is coming in Florida

and we NEED OUR ROOF FIXED. This has caused my mom a great deal of stress!!!! Fifth, we have sent 2 other estimates from other roofing companies and they are comfortably within*****'s budget and our insurance agent ***** has ensured me that they can cover any of these new estimates with no delays.

Claim #*****

Product_Or_Service: New Roof

Account_Number: *****

Desired Settlement

We need the initial check issued to my mom and my dad of \$1568.98 returned to my mom's address payable to ***** with the claim # included as soon as possible, and we need our contract cancelled due to the fact that none of the work has been done.

We really appreciate this done as soon as possible. I am sorry this did not work but we simple do not want to do any more business with elr Restoration.

Thank you very much for your cooperation

Business Response

I have reviewed the file and the complaint and absolutely apologize if in fact someone from ELR said that there wasn't enough money to start the work.***** summaries can be confusing at times and we may have read it wrong. I have spoken to***** and we will be doing the roof on May 4th as promised.

Respectfully,

ELR mgmt

#8: ELR Complaint-3-7-16

ELR had me sign a AOB and has collected \$20,000. to fix my kitchen and roof. They fixed my kitchen, but have not fixed my roof and still have the \$.

ELR sends people door to door to sign up customers for home repairs. They tell the home owners what to tell their insurance companies and what date things occurred, then they get them to sign an assignment of benefits. They collect all of the money they want to charge, they can add claims, which increases your insurance rates. ELR received \$20,000.00 and entered an extra claim, which was not authorized by me. They fixed the kitchen, but have not fixed the roof. I have tried communicating with all levels of management with absolutely no resolution. I have tried to contact the owner Eric Rosario, and they keep saying that he is on vacation or out of the office. My roof is actively leaking when it rains, my husband who is 87 years old and I 66, can possibly slip and break a hip or worse because we have tile floors. They have had this money for quite a few months and my roof is still broken. They are scammers, they are doing illegal activity by telling clients what to tell insurance companies with their claims.

Desired Settlement

I would like them to release me from my contract with them since they have breached the contract by not fixing or repairing my roof and interior as promised with the proceeds from the insurance company. I would also like to report them to the State Attorneys office for being scammers.

Business Response

ELR Restoration, Inc. ("ELR") assisted ***** with two separate losses. One of the losses involved damage to the kitchen which necessitated repairs and water mitigation services; the second loss involved damage to the roof and subsequent interior damage.

Regarding the kitchen loss, ELR reached an agreement with Ms. *****'s insurance carrier regarding the scope and price for repairs, which are now completed as stated by Ms. *****. Regarding the roof loss, ELR only received \$1,914.63, and ELR is still attempting to reach an agreed scope and price with the insurance carrier. In ELR's opinion, the scope of work and amount paid by the insurance carrier is not sufficient to adequately repair the damages sustained by the loss. Therefore, ELR has not breached its contract with Ms. *****, as alleged, and has continually attempted to discuss this matter with Ms. *****'s insurance carrier to reach an agreement prior to the commencement of any repairs with this particular loss. Please note that this is the same approach that was taken with the kitchen loss.

Regardless, should Ms. ***** desire ELR to forgo continuing to reach an agreement with her insurance carrier and release her from her contract, ELR would be in agreement. ELR would first require that Ms. ***** retract her complaint. Once that has occurred, a release agreement would need to be executed by Ms. *****, and the funds associated with this particular loss in the amount of \$1,914.63 would be refunded to her.

#9: ELR Complaint-1-11-16

Company has been paid for service and work has not been started nor no one will return call. In October of 2015, a check was given to this company from a insurance claim i submitted for roof damage. many many attempts has been made by me and others in which i had been told that someone will be contacting me and it has been well over 4 weeks and no one has returned my calls, nor no one has been to the property. on 11/2/2015 i advise the company that i wanted a full refund i was told by one of the reps that the company will be submitting the check back to the insurance company but there is a process that it needs to go through... this company is totally giving me the run around

thanks

Desired Settlement

I would like a full refund and there services is not welcome....

Business Response

client has requested not to do business with ELR because we told her she would be responsible for any rotted wood replacement cost. Her insurance company does not pay for rotted wood it is the homeowners responsibility. She has requested we send back check to insurance carrier which we are more than happy to do once she signs and returns a breach of contract form.

MGMT

Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

This company is dragging their feet with my refund I have been on the phone with a rep from this company everyday. their telling me that a breach of contract needed to be signed which I

was more than gladly to do so. I faxed the form to them and took it to the next level and sent the original via certified mail. Even when there was no breach ever has taken place. I been trying to get a roof on my home since September 4th, 2015. the lack of communication with this company is unbelievable. all I want is a refund and move on.....

Final Business Response

This matter was resolved. Client was refunded.

#10: ELR Complaint-11-2-15

On April 15, 2015, the company started the job of making repairs and to date the work is not competed.

The company come in remove carpet, dry wall, and side boards from the bedroom, living room, and dining room. The only response we are getting from the company is that they are waiting for more money from my insurance company. My insurance company, ***** is that no more money will be send. It has been more than five months with my home dismantled.

Desired Settlement

I am seeking the full restoration of my home.

Business Response

we have tried on many occasions to get homeowners insurance to pay to restore homeowners issues.

unfortunately, they will not pay beyond mitigation. his policy calls for insured to mitigate damages immediately which is exactly what we did. it is ultimately up to the insurance carrier to pay beyond mitigation or homeowner would be responsible to complete their repairs.

we are however willing to complete repairs in order to show good faith.

we will contact homeowner to advise.

Thanks you,

MGMT

#11: ELR Complaint-8-3-15

ELR has not been transparent about its practices and has not honored an oral agreement to release me from the Assignment of Benefits.

I signed an assignment of benefits (AOB) with ELR without knowing. I changed my mind about doing business with ELR because their estimate was nearly \$5,000 more than my insurance company paid. During the initial meeting in my home, ELR was told that I do not have money to file a claim and that my insurance would be cancelled because my roof needs repair. I gave ELR a copy of the letter as well as parts of my insurance policy. ELR told me they would pay my deductible. I was later advised by my insurance company that having a contractor pay your deductible can constitute fraud; I advised ELR of that information. ELR said they did a lot of work and I asked what work and was told the estimate. I asked how much was owed and was told \$0. I understand that an AOB is unilateral and can be revoked at any time if there are no outstanding charges, so I submitted a notice of cancellation of AOB with ELR. I was told that I would be released from the contract if I was still not happy after they send someone to my home; I spoke with the initial rep a second time and was still uncomfortable. An owner told me I would be released and that I owed nothing. I later received

a breach of contract acknowledgement (\$733 fee). I was not told that I would be charged for the estimate and they have not completed any work on my roof. ELR made an oral contract to release me from the AOB due to dissatisfaction; I feel that ELR breached that contract by creating charges after an oral agreement.

Desired Settlement

I request ELR to honor their oral contract with me and release me from the assignment of benefits (AOB). It is my understanding that an AOB is unilateral and can be revoked if there are no outstanding charges. ELR did not complete any work on my roof. I am also requesting (as I did before) that they provide a fair assessment of the cost for providing an estimate of my roof repairs. I was not told I would be charged but I am willing to pay a reasonable amount for the estimate although I received it late. I believe the \$733 breach of contract fee is not fair or legitimate.

Business Response

Ms ***** has indicated that she never received any email from us. we have mad numerous attempts to communicate with her but to no avai. We will send out release letter via certified mail.

MGMT

#12: ELR Complaint-3-31-15

Company was hired to do home repairs. They have not been completed.

Company has received payment from my home insurance for over 6000 dollars. They were supposed to repair roof and also some interior items. The roof was repaired over a month ago and i have not heard anything from company about interior work. I have tried to contact and have left messages with no response back.

Desired Settlement

For the interior work to be completed or a refund for the amount that they received to complete them.

Business Response

Repairs on ***** was completed on 2/3/2015. BBB we apologies for the late response. Please let us know if you need anything else from us.

#13: ELR Complaint-3-30-15

Roof was not repaired properly, damages on roof, company knows about it and has not fixed them. Charge of materials that have not been replaced.

Ceiling from inside the house has not been repaired and work has been paid in full. Charged from 2x2 wood (\$50.00) besides money paid from insurance company and was not replaced.

Structure from pool enclosure is blended.

Desired Settlement

I want the damages from repair to be fix (roof, electricity, cables around the house, pool structure)and refund the rest of the money that was supposed to be use inside the house so I can finish the ceiling or repairs with other company. Refund from materials for the roof that are shown on estimate and were not used on the roof.

Business Response

There are 43 files of correspondence non which speak of any damages. We are scheduled to complete interior repairs next week and we will have roof installer to do a walk around property with homeowner to discuss what is wrong and fix any damages that may have occurred. as to any refunds of materials go, there is always an estimated overage in every roof job and if there where any refund due it would go to insurance company not home owner. We will call Ms ***** today to inform her of her scheduled repairs for next week.

Thank you.

ELR management

Consumer Response

(The consumer indicated he/she ACCEPTED the response from the business.)

ELR contacted me on Friday to let me know roof installer and person in charge of interior will come to discuss job.I'll wait for ELR to fix everything and complete job as soon as possible with honesty on prices and doing a good job since it's been around 6 months working with this company and job is not completed yet. I'm not looking to get any cash from this claim I just want ELR to be fair on prices and refund any money back to my insurance instead of request more money when they have enough to cover restorations.

Final Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

Outage has been fixed on Wednesday 03/12/2015, some shingles were replaced on Saturday 03/14/2015, however I can still see the poor job they've done on my roof. Also the additional charges ELR company charged my insurance company for materials they didn't even use on my property haven't been refund to my insurance company yet.

Final Business Response

update, we have repaired damaged light and replaced shingles that were creased. we asked to expedite the repairs of interior so we are waiting on customer to confirm.

MGMT

#14: ELR Complaint-3-30-15

ELR received 2 checks since 10/9/14 to make 2 repairs in my house from my home ins., but they haven't completed the work yet.

ELR Restoration Inc.since October 9, 2014, received the amount of 12,000. to do repairs in the kitchen and roof in my house.Mr. ***** ** ***** from my home insurance; ***** ***** ; number XXX-XXX-XXXX, was in charge of taking care of both claims. After my home insurance sent them the check for both claims, I called to ELR multiple times until finally they gave me a date to start with the kitchen. During all this time they completely forgot about my roof's repair up to this present. At this point even through my portal, which is a page online where I can check all the information in my account with them, I only see information about the repair in my kitchen, but the information about my roof's repair including the check they receive from my home insurance, its not in there anymore. My concern is to know how much longer do I going to be waiting for them to call me for setting a day to start working in my roof. Why are they discriminating in a way and not doing our roof when our claim was ahead of

everybody else in the neighborhood, but they already started theirs? We had not phones calls or emails telling us if they will cancel or delay the job. No contact either way to excuse themselves for this delay. Multiple attempts from me have been made to get a date to start the job. Never we got an answer. We have even contact in Nov ***** ** ***** from our home insurance, but he told us that any issues need to be discuss directly with ELR. Other words, Mr. ***** sent the check to ELR, and he is careless about knowing how this people used the money . I feel nobody care, none one is helping us to receive what we have the right to receive from that money, a money that I pay every month to my home insurance to be to assist us in these kind of circumstances. I feel we have been ignored. If for any reason they have canceled the work, we strongly believe we have the right to know. Our insurance company haven't contact us to inform us anything related this claim. We feel lost about what is going on, and this shouldn't be this way. The claim number I have for this case is XXXXXXXXXXXX. Thanks for your help!

Desired Settlement

We are seeking to get our roof repair before new year end. Also if by any chance this job been cancel we will need the 5,000.00 which my company paid them, for us to be able to use it with another Roof Company.

Business Response

ELR Restoration, Inc. apologizes for the delay in having repairs commenced upon your property. We have had a backlog in repairs. We will be contacting you soon in order to coordinate repairs. Thank you for your patience and understanding regarding this matter.

Consumer Response

This complain is concern a roof work they did in my property. We still waiting for a letter showing that a lien they put on my house been removed.

We are requesting your help one more time concern this company. This time the company finished the roof work in one day, and according to what ***** (***** supervisor) told me, they needed to place a lien against my property to be able to get all the material to fix the roof, but after completed the work, and paying the material, I was supposedly going to receive a letter showing that the lien was removed. Mr. ***** told me the letter should be here by the end of January , but the letter has not arrived yet. What really disconcert me about all of this is that I never been asked if I was agree on letting them place a lien in my property to buy the material for my roof before the started with job. I know my home insurance paid them \$6,000.00 to fix the roof , thu I cant understand why the needed to put this lien against my property to be able to buy the material. After been waiting for about 3 week for this letter, I met Mr. ***** close by my house, and he informed me that he is not working any longer with this company that I still have something pending to solve with them, I need to contact the owner directly Mr. ***** at XXX-XXX-XXXX. First after ELR received the money for the roof from my home insurance company, they never set a day to come to fix the roof until we contacted your company and your intervention assisted me with that, and in one day the work was done. Now after they have place a lien in my property without any permission from me, I am requesting your help until I can make sure that this lien have been removed. I really feel very grateful for your service to the consumer. You are doing a great job, and I hope this time you will be capable to assist me as well.

I am seeking to be contacted by this company, to be able to know when do I am going to

receive a letter that certified that the lien placed by ELR without prior permission in my property has been removed.

Final Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

First of all, I been told by Mr. ***** (their ex-manager which is not working any longer for them) about the supposedly lien placed in my property. He informed me that I was going to receive a letter telling me about the lien, which I did receive, but that I was going to receive a second letter after they finish paying all the roof material by the end of January. This is the letter that I was talking about in my prior statement that I still waiting to receive. I understand that sometimes when you are using a second language to communicate with others misunderstanding may occur, but in this case ***** speaks Spanish, so I communicated with him in Spanish all the time. In others words I understood 100% everything he talked to me. I can not understand how if ELR has my contact information they haven't sent me an email at least. Definitely based on my experience dealing with ELR, this company has a serious customer service issue. I would like to get a phone call from ***** (company's owner), to be capable to clarify all my doubts. Just in case they lost my file, here is my contact information. *My phone number is: Mrs. *****, XXX-XXX-XXXX, home address: *****, kissimmee FL XXXXX and email address: *****@yahoo.com

Thank you!

Final Business Response

We have sent Mr ***** a copy of his lien release and we hope he now satisfied.

Mgmt

#15: ELR Complaint-10-14-13

ELR made a claim to my ins. co. received payment, but the same issue continues over a year later. Either they miss diagnosed the problem or bad job

This company came in told me i had a major pipe leak and needed to replumb my house. They started taking out floors that day. They did horrible work, they never put a barrier under my wood floors, They promised all kinds of stuff and never produced. Not people of their word. The floors showed the same water damaged a month later put me through heck trying to make me believe it was not their fault. I finally got them to replace my floors but in doing that they tore up all the work and when they put it back it looked terrible gaps in wood floors where it should be flesh just thrown back together .3 months later same wet floors with mold all over them at this point they ran with all my insurance money and i am facing the biggest night mare of my life. The company was E.L.R. The rep was *****. The insurance paid me 26,000 I gave him all of it except the money for the kitchen because he decided he did not want to fix my kitchen. I was o.k. with that .

Desired Settlement

To fix this problem completely. They are the ones that said this is what has caused this damaged to my floors that is how they got the insurance money and the problem is worst now than ever. The insurance company said it is between me and them now.

Business Response

ELR Restoration, Inc. responded to water damage that had occurred upon the *****'s

property. Mr. ***** had attempted to determine location of the water damage to their home and created an opening in the exterior portion of their home. It was determined that the water damage resulted from a pipe burst which caused a slab leak. The ***** property was re-piped to fix the slab leak. ELR Restoration, Inc. provided it's restoration services from the resulting water damage. ELR Restoration, Inc. performed water extraction and repair services to Mrs. *****'s home in a professional and workmanlike manner. When the kitchen floors became water damaged a second time, ELR Restoration, Inc. again repaired the kitchen floor in a professional and workmanlike manner. It was later discovered that the subsequent water damage was a result of water intrusion through the opening created by Mr. *****. Mrs. ***** was informed of the issue and was advised to have the issue corrected. Any damage to her home that Mrs. ***** now claims is not a result of any action or inaction on the part of ELR Restoration, Inc., but rather a result of inaction and/or neglect on the part of the *****'s.

Final Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

that is not a true story at all 1st it was not in the kitchen second the floors were messed up before the block was cracked to see what was up under the house ..ELR is looking for an excuse to cover themselves..My floors were messed up and damp he said i need to re plumb my whole house and that would fix the problem so i did..a few months later floors all messed up and damp again...he did redo them again and months later they are exactly the same way...If you pay 30,000 to have wood floors laid and they only lasted a few months where would you go to deal with this? to the layers of the floors right? they claim it is not their fault.. I feel like they got 30,000 and my 6 kids and i still have a very messed up house...I have had plumig re checked to see if anything was still leaking and they said nothing was leaking..I know i can not fix this problem..They took my money and my floors are completely messed up...Besides all the other poor sloppy work.

Final Business Response

The floors were water damaged due to a pipe burst which created a slab leak. The home was re-plumbed to fix the leak and therefore, there is no more leaking from the plumbing, as indicated in Mrs. *****'s statement. As noted in the prior response, there is a hole in the exterior portion of the home created by Mr. ***** , which allows water to come in from the exterior (e.g., when it rains). This created a foundation issue which allows water to penetrate into the home, thus creating water damage to her floors again. As previously mentioned, the homeowners were made fully aware of this issue and advised to correct the issue to prevent this from reoccurring. Before this was discovered, however, our team went out to the home and replaced her flooring a second time upon the assumption that was the result of ELR's error. This was not the case, and it was determined to be the result of the exterior opening which allowed water to enter the home. Any resulting and/or current damage to the flooring has been caused by water penetration from the exterior of the home, and is not a result of any act by ELR Restoration, Inc. We replaced her flooring a second time at our own expense, and it turns out that the damage was caused by the homeowner. We have been more than accommodating and have provided all services in a professional and workmanlike manner. We have not received \$30,000.00 for repairs to Mrs. *****'s home or any figure close to that amount. We have only received a portion of our repair invoice and are currently in negotiations with her insurance company.

#16: ELR Complaint-1-3-16

ELR Restoration sent me a letter requesting that I pay for a breach of Contract despite the fact I never signed a Contract with them.

Insured: *****

Date of Loss: 06/27/2014

Claim Type: Roof Repair

Claim Number: *****

Property Address: *****

Insurance Carrier: *****

ELR Restoration did come out and give me an estimate, which they changed later. Regardless, I never signed a Contract with ELR. How can I be in breach of contract when there is no contract? When I contacted ELR last week to get a copy of our 'supposed' contract, the lady said she would email me a copy, but never did.

Desired Settlement

Never contact me again, for litigation or any other reason.

Business Response

We spent countless man hours in pursuing homeowner's insurance claim. We met at his property several times to review damage with homeowner's insurance adjuster.

Since we are the contractor of record we are entitled to our overhead and profit per Florida statute.

ELR Mgmt

Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

They will not address the fact that there is no signed CONTRACT between myself and ELR.

Companies

try to get contracts by providing free estimates with countless man hours involved. Unless they provide us with a signed contract within 2 weeks, we will consider suing them for harassment.

Final Business Response

ELR has address the fact that there was a sign contract already with *****. ELR has made every attempt to resolve this issue with Mr. *****, thinks by filing a complaint against ELR would make us not charge him a breach of contract fee. At this point ELR is seeking payment for breach of contract. If Mr. ***** feels like he needs to get an attorney involved so be it. We are prepare to move forward on this matter.

Final Consumer Response

(The consumer indicated he/she DID NOT accept the response from the business.)

If there really is a signed contract, how come ELR will not provide me or the BBB with a copy of this contract? I'm shocked that the BBB won't ask ELR for a copy. This could easily be resolved if BBB would do that one simple thing.