

Adjudication Case Summaries

This paper provides a brief summary of cases that have been referred to the independent dispute resolution scheme available under the Consumer Code for Home Builders scheme and are written by the adjudicator undertaking the decision.

Adjudication Case 1– January 2021 – 117200188

Complaint

The Home Buyer submitted that a bus stop has been placed outside her Property. The Home Buyer indicated that she was unaware of this and the Home Builder did not provide sufficient information to her in relation to this issue. The Home Buyer submitted that this has affected her home security and peace. As a result of this matter, the Home Buyer considered that the Home Builder has breached sections 1.5 and 2 of the Code. Therefore, the Home Buyer claimed a payment of £15000.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder disputed that the Home Buyer was unaware of the fact that there would be a bus stop outside their Property. The Home Builder stated that the Home Buyer was informed at Reservation that the Property was on a bus route and that a bus stop would be located outside the Property. Therefore, the Home Builder submitted that it had not breached the Code as alleged and did not accept the Home Buyer's claim for redress.

Findings

The adjudicator noted that the Home Buyer's material concerns stemmed from matters falling beyond the scope of the Code/scheme. Nonetheless, the adjudicator duly investigated the alleged Code breaches and was unable to find adequate evidence to prove any actual breaches of the Code. Consequently, after close inspection of the available evidence, the adjudicator concluded that they were unable to establish any material breaches of sections 1.5 and/or 2.1 of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer submitted that on 18 July 2018 the company's sales agent agreed that stamp duty was to be taken off the sale price of £435,000, leaving an amount to pay of £423,250. The Home Builder was then to pay the stamp duty of £11,750.00. This was not done and he had to pay the full price of £435,000. He argued that the Home Builder has breached Sections 1.5 and 2.1 of the Code.

The Home Buyer sought compensation of £11,750.00.

Defence

The Home Builder submitted that the Property was reserved on 18 July 2018 for £435,000 with stamp duty paid. This was subsequently reflected in the documentation signed by the Home Buyer.

Findings

The adjudicator found that the Home Builder's sales and advertising material breached Section 1.5 of the Code as it was insufficiently "clear" to avoid misunderstandings on the part of reasonable purchasers. However, as the Home Buyer had proceeded with the purchase of the Property after receiving accurate information on the costs involved, he could not be awarded the remedy claimed.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for the lack of clarity in its initial presentation of the costs involved in purchasing the Property.

Complaint

The Home Buyer submits that she was required to move into the Property before it was completed. Multiple issues remain. She has experienced ongoing stress.

The Home Buyer sought for the remaining issues in the Property to be rectified.

Defence

The Home Builder chose not to submit a Defence.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by representing to the Home Buyer that she would receive and shed and then not providing one.

Decision

The claim succeeded. The adjudicator directed the Home Builder to supply and install a shed in accordance with the representations made to the Home Buyer prior to purchase.

Complaint

The Home Buyers submitted that the plans provided by the Home Builder prior to purchase depicted a boundary treatment in front of the Property. It was confirmed to them on different occasions that something was to be installed, but that it had not been decided what would be installed. The Home Builder was now refusing to install a boundary treatment despite having done so at other properties in the development where the same markings were included on the plans. They had been verbally told that the problem related to a dispute between their neighbour and the Home Builder. They argued that the Home Builder had breached Sections 1.5 and 5.1 of the Code.

The Home Buyer sought for the Home Builder to supply and install a boundary to the Property.

Defence

The Home Builder submitted that there were no barriers within the adoptable highways and verges along the [named] boundary. A beech hedge had been planted along the front garden boundary of the Property. The development plans showed a green line along the verge with [named] boundary, but it was not annotated. As there were no specific landscaping plans for this phase of the development, what had been provided was in addition to what could reasonably be expected. The development plans were expressly labelled as a general outline rather than a contractual offer. The issue of a boundary was not raised by the Home Buyers until July 2020. There were a significant number of properties in the development without a front boundary treatment.

Findings

The adjudicator found that the Home Builder had breached Section 2.1 of the Code by failing to provide any form of boundary treatment to the Property, particularly in a context in which neighbouring properties had received such a treatment.

Decision

The claim succeeded. The adjudicator directed the Home Builder to extend the fencing along the border until it reached and attached to the pillar in front of the Property.

Complaint

The Home Buyer submitted that she had ongoing problems with drainage in the rear garden. She was not aware that the properties to the rear of the Property were elevated or that there would be a retaining wall in the garden. She did not view the Property until after contracts had been exchanged. There was inadequate drainage in the garden. There was a drainage pipe emptying into the garden from a neighbouring property. The Home Builder had not satisfactorily resolved her complaints. She argued that the Home Builder had breached Section 2.1 of the Code.

The Home Buyer sought that the Home Builder apologise and provide an explanation, install adequate drainage, remove a drainage pipe, and replace the turf and patio.

Defence

The Home Builder submitted that at the time of reservation and at the welcome meeting the Home Buyer was shown plans relating to the Property. The Home Buyer made contact on 27 July 2019 to complain about the boundary features at the rear of the Property. These boundary features were located on the property of another developer.

The Home Buyer was given access to the Property during the week ending 23 June 2019, prior to the exchange of contracts. The Home Buyer also attended a post-plaster meeting in the week ending 3 June 2019. The retaining wall was in place prior to exchange of contracts. In response to the Home Buyer's complaint, the Home Builder erected a fence to conceal the retaining wall. The Home Buyer raised a complaint in July 2019 about the drainage in the rear garden. The rear garden is part patio and the grassed area is more than 3m from the habitable parts of the Property. The landscaping was originally undertaken by workers employed by the Home Buyer.

The Home Builder performed additional work to alleviate any drainage issues. The garden conformed to NHBC standards with respect to drainage. The drainage pipe was a surface water pipe from the neighbouring development. The Home Builder had liaised with the developer of that development, who had confirmed that the pipe was installed by a resident. The Home Builder was unaware of the pipe until it was highlighted by the Home Buyer, and so its presence could not have been disclosed to the Home Buyer.

The Home Buyer offered to undertake certain works to address the drainage in the rear garden as a gesture of goodwill, but this offer was declined.

Comments

The Home Buyer's comments on the Home Builder's Defence were that she was never given drawings of the plot or site. She was shown a very large drawing of the site in February 2019, but was clear that she did not understand what she was looking at. At that time it was inferred by the Home Builder's agent that the garden would be flat. The land behind the garden was almost 2 meters higher than the garden and the soil in the garden is unsuitable. She denied having seen the document relating to the Welcome Meeting that had been produced by the Home Builder. She acknowledged having been given access to the Property on 23 June 2019.

She did not comment on the retaining wall at that time because she thought she had to just accept it. She never took part in a post-plaster meeting. She was informed by her builder that the topsoil in the garden was not suitable to support grass. Shortly afterwards it became sodden. The garden remained unusable despite the work performed by the Home Builder. She did not accept the Home Builder's offer of work to be done because it did not include treating the trench at the boundary with sharp sand.

Findings

The adjudicator found that the Home Build breached Section 2.1 of the Code by failing to properly bring the presence of the retaining wall to the Home Buyer's attention prior to June 2019.

Decision

The claim succeeded. The adjudicator found that the Home Buyer had expressed her happiness with the remedy already provided by the Home Builder and so directed the Home Builder to apologise to the Home Buyer for failing to provide her with information on the retaining wall.

Complaint

The Home Buyer stated that the Home Builders had confirmed prior to purchase that a cherry tree located in an adjacent plot would be removed. The Home Buyer contends that the tree has not been removed and is causing a nuisance as it sheds debris into his garden and he is concerned that if it falls, the tree may damage his property. The Home Buyer asserts that the owner of the tree has advised him that the Home Builder has never approached her to request her permission to remove the tree. The Home Buyer contends the owner is agreeable to having the tree taken down and the Home Buyer wishes for the Home Builder to pay the costs to have the work undertaken, in the sum of £1,980.00. The Home Buyers assert that they have received a poor level of customer service.

The Home Buyer sought £1,980.00 for the cost of removing the cherry tree along with an apology and an explanation from the Home Builder regarding the non-removal of the tree as initially advised and why it has provided poor customer service.

Defence

The Home Builder denies it is in breach of Clause 2.1 of the Code. It notes that at all times the cherry tree remained the property of an adjacent landowner and that the Home Buyer was aware of its existence and location prior to proceeding to purchase his property. The Home Builder did not make any offer of settlement and denies to accede to the requests made by the Home Buyer in his adjudication claim.

Findings

The adjudicator found that the Home Buyer had not submitted sufficient evidence to support his claim. The adjudicator did not find that the Home Builder had breached the Code. The Home Builder had provided sufficient information pre-purchase to satisfy the requirements of section 2.1 of the Code. The adjudicator was satisfied that the Home Buyer understood before proceeding to purchase that the cherry tree was located next to his property line, and he has not provided evidence to support his understanding that the Home Builder would take down the tree.

Decision

The claim does not succeed.

Complaint

The Home Buyers stated that the Home Builders had confirmed prior to purchase that broadband internet would be available at the property. On taking possession they realized broadband internet was not installed, and this resulted in financial loss because they were unable to work from home as required by the pandemic lockdown regulations. The Home Buyers also contend that they were mis-sold the property as they understood a large cupboard would be installed under the main staircase but no such cupboard is provided. The Home Buyers also complain that they have a long snagging list of items to be rectified by the Home Builder but no progress is being made. The Home Buyers assert that they have received a poor level of customer service.

The Home Buyer sought £4,000.00 for the loss of income suffered by not being able to home-work along with an apology and an explanation from the Home Builder regarding the slow progress on dealing with the snagging list.

Defence

The Home Builders did not submit a defence to the claim, but referred to a letter sent previously to the Home Buyers where it denies liability and breaching the Code. It did not make any offer of settlement.

Findings

The adjudicator found that the Home Buyers had not submitted sufficient evidence to support their claim. The adjudicator did not find that the Home Builders had breached the Code. The Home Builders had advised, pre-purchase, that appropriate connections would be fitted at the property for an internet service provider to use to provide its services. The Home Builder would not be providing internet services. Similarly, with the under-stairs cupboard, the Home Buyers do not substantiate their understanding, and also do not provide evidence in respect of their complaints on slow progress on the snagging list.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home Builder failed to construct the boundary wall to the specification agreed both within pre-contract negotiations and within the contract of sale. The wall developed a defect during the Home Buyer's occupation of the Property. The Home Buyer submits that it was agreed that this defect would be rectified by way of the Home Builder replacing it with a retaining wall that would be capable of retaining one metre of soil.

The Home Buyer sought an apology, to be provided with an explanation and for the Home Builder to remedy the defect or to pay compensation in the amount of £7,000.00. The Home Buyer relied on alleged breaches of sections 3.1, 1.5, 2.1, 2.6, 4.1, 1.2 and 5.1 of the Code.

Defence

The Home Builder stated that there was no provision within the contract that states that the boundary wall in question would be constructed as a retaining wall, and that the defect developed within this wall was caused by ground heave and not as a result of any lateral pressure from retained soil. The Home Builder further submits that this wall was replaced by a retaining wall that is capable of retaining one metre of soil.

Findings

Sections 1.5, 2.6, 1.2 and 5.1 were not relevant to the issues in dispute. In relation to section 3.1 and 2.1 of the Code, the adjudicator found that, in relation to the contract between the parties and any pre-purchase information, there was no requirement to construct a retaining wall between the property and an adjacent property. As such, there was no breach of section 3.1 or 2.1 of the Code. As for section 4.1 of the Code, the Home Builder was not required to construct a retaining wall and he provided an adequate after-sale service.

Decision

The claim did not succeed. The Home Buyer failed to demonstrate that there had been a breach of the Code and he was, therefore, not entitled to any of the remedies sought.

Complaint

The Home Buyer stated that the Home Builder failed to repair an alleged defect to the wooden staircase within the property despite being provided with assurances that a repair would be undertaken. The Home Buyer further stated that the Home Builder refused to fix the issue as the two-year warranty period had elapsed. The Home Buyer relied on and alleged breach of section 4.1 of the Code. The Home Buyer sought an apology, for the Home Builder to remedy the issue and to pay compensation in the amount of £15,000.00

Defence

The Home Builders stated that it was not under a duty to remedy the issue to the staircase. The Home Builder further states that it entered into extensive communications with the Home Buyer regarding this issue and that the Home Buyer was provided with all the relevant after-sale information when he acquired the property. The Home Builder further stated that an appropriate after-sale service was provided.

Findings

This Scheme cannot consider any alleged defects to a property and the adjudicator's decision was limited to the appropriateness of the after-sale service provided to the Home Buyer. The adjudicator found that an appropriate after-sale service was not provided as the Home Buyer made undertakings to resolve the issue with the staircase for an extended period of time, before changing its position after the home warranty had elapsed. The adjudicator found that this constituted a breach of section 4.1 of the Code. The adjudicator further found that the lack of an appropriate after-sale service caused significant inconvenience to the Home Buyer.

Decision

The claim succeeded in part. The Home Builder failed to provide an appropriate after-sale service which resulted in the Home Buyer suffering significant inconvenience. The adjudicator directed the Home Builder to provide an apology and to pay £250.00 for the inconvenience caused.

Complaint

The Home Buyer states that the parties agreed that the Home Builder would contribute towards the installation cost of a kitchen splash back and, despite the agreement that was reached, the Home Builder failed to contribute to these costs. The Home Buyer's claim was limited to alleged breaches of sections 1.2 and 5.1 of the Code. The Home Buyer requested that the Home Builder provides an apology, provides an explanation and installs the splash back, or pays compensation in the amount of £1,900.00

Defence

The Home Builder accepted that the Code was not originally provided, but this was later provided to the Home Buyer. In relation to the complaint handling procedures, the Home Builder states that no complaint was submitted.

Findings

There was a breach of section 2.1 of the Code, however, the Home Buyer did not suffer any financial loss as a result of this failure as a copy of the Code was provided before the disputed issue in this case arose. As for section 5.1 of the Code, the Home Buyer was provided with details of the Home Buyer's complaint handling procedures. The Home Buyer did not submit a complaint in line with these procedures and there was no breach of section 5.1 of the Code.

Decision

The claim did not succeed. There was a breach of section 2.1 of the Code, however, the Home Buyer failed to demonstrate that he suffered any financial loss as a result of this breach.

Complaint

The Home Buyer claimed she was led to believe that there would be external access gates to the property development (where her home is situated). However, planning permission was not granted to construct external access gates to the property development as originally envisioned. Therefore, the Home Buyer indicated that the Home Builder misled her in relation to this issue. The Home Buyer claimed that (amongst other issues) this has affected the value of his Property. As a result of this matter, the Home Buyer asserted that the Home Builder had breached sections 1.5 and 2.1 of the Code. Therefore, the Home Buyer sought a payment of £15000.00.

Defence

The Home Builder accepted that there was a construction issue with regards to the development's external access gates as a result of planning permission being denied. The Home Builder indicated that it had originally intended to install the gates but this decision was beyond its control. The Home Builder accepted that the Home Buyer was provided with an outdated brochure which depicted external access gates to the development. However, the Home Builder explained that the Home Buyer's solicitor was provided with the updated plans which showed that the development access gates would not be installed. In any event, the Home Builder confirmed that it is still actively working on obtaining the planning permission to install the external access gates to the development as originally intended. Therefore, the Home Builder submitted that it had not breached the Code and did not accept the Home Buyer's claim for redress.

Findings

The adjudicator acknowledged that the Home Buyer's material concerns appeared to touch upon matters falling outside the scope of the Code/scheme. Nevertheless, the adjudicator investigated the alleged Code breaches and was unable to find sufficient evidence to prove any actual Code breaches. Accordingly, after careful inspection of the available evidence, the adjudicator concluded that they were unable to establish any material breaches of sections 1.5 and/or 2.1 of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer cancelled the purchase of the Property after the expiry of the Reservation Agreement deadline and sought recovery of the Reservation Fee, early bird fee and payment made for extra finishes, fixtures and fittings ordered during the Reservation period. The Home Buyer asserted that the Home Builders terms and conditions relating to cancellation charges and refunding of the extras are unclear, unfair and contrary to their rights as consumers.

Defence

The Home Builder denied that its terms are unfair or unclear and that the cancellation costs were clear and had been incurred as a consequence of the Home Buyer's failure to proceed with the purchase.

Findings

The adjudicator found that the Home Builder has breached section 2.1, 2.6 and 3.1 of the Consumer Code for not providing adequately clear details of the cancellation costs that may be retained in the event of cancellation and failed to show that costs incurred were attributable to the cancellation or that the costs had not, or could not reasonably have been mitigated.

Decision

The claim succeeds and the Reservation Fee and amounts paid in respect of Extras is to be repaid to the Home Buyer.

Complaint

The Home Buyer claims the Home Builder changed the layout of the kitchen without her knowledge and she has been left with a smaller kitchen than that which she expected.

Defence

The Home Builders denied liability, on the basis that the Home Buyer was made aware of changes to one aspect of the kitchen layout and signed the new perspective to this effect.

Findings

The adjudicator found that the kitchen layout to have been changed to accommodate the boiler; however, the update was presented to the Home Buyer in advance of exchange who signed the new perspective.

Decision

The claim did not succeed. Whilst there was a change to the kitchen, the Home Buyer was suitably informed and signed in agreement.

Complaint

The Home Buyer has complained of a lack of a complaints process and the resultant time taken to achieve resolution to various issues at the Property.

The Home Buyer sought £3000 for time spent attempting to resolve the issues, an explanation as to why there is no procedure, an apology and for the builder to implement a procedure.

Defence

The Home Builders denied the existence of a dispute.

Findings

The adjudicator found that the Home Builder had breached Section 5.1 for not having a procedure for receiving, handling or resolving complaints.

Decision

The claim succeeded. The Home Builder was ordered to apologise for not having a procedure in place, explain why it does not have a procedure in place and pay £250.00 for inconvenience to the Home Buyer.

Complaint

The Home Buyer complained that the Home Builder has not taken action in enforcing conditions to prevent other residents on the estate from parking commercial vehicles on their driveways, in accordance with the TP1

Defence

The Home Builders denied liability on the basis that it ultimately reached a private agreement with other residents for them to keep their work vehicles on their driveways overnight.

Findings

The adjudicator found that the Home Builder had not provided any unclear or untruthful sales or marketing material in relation to this issue and that any agreement with a third party is related to the Home Buyer. Additionally that the Home Buyer had been provided with enough pre-purchase information to make an informed decision on the purchase.

Decision

The claim did not succeed and no remedy was due.

Complaint

The Home Buyer claimed she was led to believe that there would be external access gates to the property development (where her home is situated). However, planning permission was not granted to construct external access gates to the property development as originally envisioned. Therefore, the Home Buyer indicated that the Home Builder misled her in relation to this issue. The Home Buyer claimed that (amongst other issues) this has affected the value of her Property. As a result of this matter, the Home Buyer asserted that the Home Builder had breached sections 1.5 and 2.1 of the Code. Therefore, the Home Buyer sought a payment of £15000.00.

Defence

The Home Builder accepted that there was a construction issue with regards to the development's external access gates as a result of planning permission being denied. The Home Builder indicated that it had originally intended to install the gates but this decision was beyond its control. The Home Builder accepted that the Home Buyer was provided with an outdated brochure which depicted external access gates to the development. However, the Home Builder explained that the Home Buyer's solicitor was provided with the updated plans which showed that the development access gates would not be installed. In any event, the Home Builder confirmed that it is still actively working on obtaining the planning permission to install the external access gates to the development as originally intended. Therefore, the Home Builder submitted that it had not breached the Code and did not accept the Home Buyer's claim for redress.

Findings

The adjudicator acknowledged that the Home Buyer's material concerns appeared to touch upon matters falling outside the scope of the Code/scheme. Nevertheless, the adjudicator investigated the alleged Code breaches and was unable to find sufficient evidence to prove any actual Code breaches. Accordingly, after careful inspection of the available evidence, the adjudicator concluded that they were unable to establish any material breaches of sections 1.5 and/or 2.1 of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer claims the Home Builder failed to investigate an issue of water ingress prior to completion which then resurfaced several months' later and required further works and disruption, which have now been complete. Therefore, the Home Buyer claims the issue was not dealt with within an appropriate time.

The Home Buyer sought £15000 for the purported negligence in dealing with the issue.

Defence

The Home Builders claim to have resolved the issue prior to completion and considered the unspecified works to be sufficient until the issue resurfaced. The Home Builder claims to have worked quickly to get the matter attended to.

Findings

The adjudicator found that the unspecified works prior to completion were an appropriate remedy as they resolved the issue, albeit temporarily. When the works resurfaced, it was not found that issue was dealt with within a reasonable time, resulting in significant disruption to the Buyer.

Decision

The claim succeeded. In view of the breach of 5.1 of the Code, the Home Builder was ordered to apologise to the Buyer. However, as the amount claimed had not been substantiated, the £15000 was not awarded. An award of £250.00 for inconvenience was made.

Complaint

The Home Buyer submitted that the toilet was out of centre and was not placed in accordance with the plans. This was raised in the initial site visit, but he was assured by the Home Builder that the toilet was placed correctly. The Home Builder would not share the plans and would not undertake the required work. The toilet created a health and safety hazard and was not in accordance with the original plans. An additional vent had been drilled to the loft space and capped rather than removed. This was not in accordance with the original plans. There was an unacceptable finish to the tiles in the en-suite. Grouting issues were raised in the original snag list. The Home Builder sanded a large proportion of the grouted area, damaging the grout and leaving an unacceptable finish. The Home Builder's contractor agreed to replace the tiling completely, but this was countermanded by the Home Builder. Damage was done to carpets by the Home Builder's workers. He had suffered significant inconvenience.

The Home Buyer sought an apology and Total compensation of £8,008.47.

Defence

The Home Builder submitted that the Home Buyer did not follow the NHBC's direction regarding the claim. The Home Builder was provided with an accessible after-sales service and complaint procedure. The Home Buyer raised the issue of the toilet on 24 April 2018, after having had substantial work done in the room. The toilet was not included in the Home Buyer's 2018 complaints to the NHBC. The Home Builder inspected the bathroom and confirmed that no work was required. In November 2019 the toilet was included in a complaint by the Home Buyer to the NHBC, which determined that no work was required. The Home Builder inspected the vent and confirmed that no work was required. This was also included in the November 2019 complaint to the NHBC, which determined that no work was required.

The Home Builder's tiling contractor unilaterally offered to re-do the tiling in the bathroom, but this was not sanctioned by the Home Builder as it believed that the tiling was satisfactory and due to the risk of collateral damage to the area. On 31 July 2018, after the Home Buyer raised a number of snags not previously mentioned, an Extraordinary Board Meeting was convened.

It was determined that a complete list of works had been established in March 2018 and completed to the required standards. Replacement of a stair bannister was offered, but declined by the Home Buyer. The Home Buyer was notified that all previously agreed works were, in the Home Builder's view, now complete, and only reports of new issues would now be accepted. The NHBC concluded that the tiling met requirements. The Home Builder communicated to its plumber to remove footwear when working in the Property.

No evidence had been provided that the Home Builder's workers did not act appropriately with respect to the carpets. There is evidence of the Home Buyer's own contractors not using appropriate precautions. The Home Builder's attempts to remedy the Home Buyer's complaints had been complicated by the Home Buyer.

Findings

The adjudicator found that the Home Builder breached Section 4.1 of the Code by its decision to provide a generalised rejection of his claims, rather than an individualised explanation why each complaint did not require a remedy. It breached Section 2.1 of the Code by failing to notify the Home Buyer of the relocation of the toilet, by failing to notify him that a second loft vent had been added to the Property, and by providing grouting that did not match the colour of the grouting purchased by the Home Buyer.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for its decision to provide a generalised rejection of his claims rather than an individualised explanation why each complaint did not require a remedy, for failing to notify him of the relocation of the toilet, and for failing to notify him that a second loft vent had been added to the Property. The Home Builder was also directed to pay the Home Buyer compensation of £3,275.96.

Complaint

The Home Buyer submitted that the double glazed window in the door at the side of the Property was damaged after being blown by wind against the adjoining wall. Even a slightly strong wind could cause the door to be blown against the wall. The door hit an external light fixture, causing the glass in the door to crack. A similar issue happened in July 2018, damaging one of the hinges on the door, and the Home Builder replaced the hinge. The Home Builder now refused to repair the damaged glass or alter the design of the door. He argued that the Home Builder had breached Sections 2.1 and 4.1 of the Code.

The Home Buyer sought an apology, an explanation, and that the Home Builder Replace the door and fix the faulty design.

Defence

The Home Builder submitted that the door was installed in accordance with design. Practical considerations dictated the placement and orientation of the door and light. The Home Buyer was aware of the design of the rear entrance prior to purchase of the Property as he was shown drawings.

Findings

The adjudicator found that the Home Builder had not breached the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Section 2.1 of the Code in that it erected a palisade fence within the vicinity of the Property, not outlined in any documentation, and that the appearance of communal land as shown within the transfer contract provided to the Home Buyer was inaccurate. The Home Buyer states that the palisade fence covers all sightlines to the front of the property and submits that this has greatly affected the resale value of the property. The Home Buyer requests that the Home Builder to take some practical action and to pay compensation in the amount of £15,000.00.

Defence

The Home Builders denied liability, on the basis that sufficient information was provided pre-purchase.

Findings

The adjudicator found that the Home Builder had breached section 2.1 of the Code in that it had failed to provide the Home Buyer with information relating to this palisade fence. The Home Buyer is not entitled to compensation for loss of property value as this falls outside the scope of the scheme, but is entitled to compensation for inconvenience. The adjudicator found that breach of section 2.1 of the Code had caused significant inconvenience.

Decision

The claim succeeded in part. In view of the inconvenience caused, the adjudicator directed that the Home Builder pay a sum of £500.00 in compensation.

Complaint

The Home Buyer stated that, during the carrying out of snagging works by the Home Builder at the Property, the Home Builder changed the layout of the ground floor tiles. The Home Buyer states that tiles were cut in five separate areas and filled with unmatching grout. The Home Buyer alleges that there has been a breach of sections 2.1, 2.6, 4.1, 1.2, 5.1, 1.5 and 3.1 of the Code. The Home Buyer requests that the Home Builder restores the tiles to the required specification or pays compensation in the amount of £1,773.00.

Defence

The Home Builder stated that snagging works do not fall within the scope of the Code and that works were not completed without the Home Buyer's consent. The Home Builder further stated that the Home Buyer was provided with a copy of the Code and that an adequate after-sale service was provided.

Findings

The adjudicator found that the issue in this case related to the agreed tiling specification and not to any snagging works. The Home Builder had made changes to the specification of the tiling layout after transfer of the property and this amounted to a breach of section 3.1 of the Code. The adjudicator did not find that there was a breach of any other section of the Code.

Decision

The claim succeeds in part. The Home Builder was in breach of section 3.1 of the Code. The Home Builder must pay compensation to the Home Buyer in the amount of £1,773.00.

Complaint

The Home Buyer stated that the Home Builder caused damage to the property foundations. The Home Buyer raised this matter with the Home Builder and alleged that the Home Builder undertook to rectify this damage. Instead, of rectifying the damage, the Home Buyer submits that that Home Builder masked the defect by installing concrete edging slabs and blocked paving. The Home Buyer submits that this edging slab and block paving is causing lateral pressure to the Property wall. The Home Buyer further submits that the Home Builder failed to install a bin presentation area as agreed within the contract. The Home Buyer relies on alleged breaches of sections 2.1, 2.6, 4.1, 1.2, 5.1, 1.5 and 3.1, and requests that the Home Builder provides an apology and takes practical action.

Defence

The Home Builder stated that no damage had been caused to the property foundations or wall and that the installation of the edging slab or block paving does not place a lateral load on the wall. The Home Builder further stated that the bin presentation has been installed.

Findings

The adjudicator found that the property wall and foundations had been installed to the required specification and that no elements of the shared driveway were compromising the structural integrity of the property. The adjudicator also found that the bin presentation area and share driveway had been installed to the required standard. The adjudicator did not find that there was a breach of any section of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer submitted that garden access did not match its location in the conveyancing document. He was told when the Property was sold that everything would be fixed as per the original plan, but this did not happen.

The Home Buyer sought compensation of £5,000.00.

Defence

The Home Builder submitted that the Property was fully constructed and ready to move into when viewed by the Home Buyer. The customer was aware of the location of the front access gate when he purchased the Property. Resolution of the customer's claim relating to the fence had already been agreed.

Findings

The adjudicator found that there was insufficient evidence to justify a finding that the Home Builder had breached the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that she initially expressed an interest in buying a property from the Home Builder in 2017. Plot 151 had not yet been released, but she was told that if she waited the price would be around £350,000, which was within her budget. Plot 151 was released several weeks later at a much higher price. She then agreed to purchase Plot 140 as it was the only plot available within her budget, although it was not suitable for her needs. An agent of the company noticed her unhappiness and suggested that she wait for Plot 149, which she ultimately purchased. She was unhappy with the quality of work provided on some elements of the Property and with the customer service she received in a number of respects. She argued that the Home Builder had breached Sections 1.5, 2.1, 4.1, 5.1 and 5.2 of the Code.

The Home Buyer sought that the Home Builder apologise and provide an explanation, acknowledge its lack of communication and poor customer support, take an unspecified practical action, and pay unspecified compensation.

Defence

The Home Builder submitted that purchase of the Property completed on 10 October 2018. The Home Buyer had raised a number of snagging claims, which the Home Builder argued were not covered by the Code. The Home Builder had agreed to perform some of the work requested by the Home Buyer but access has not been agreed by the Home Buyer. The NHBC would be inspecting the Property on 11 January 2021 with respect to those complaints that the Home Builder had not agreed to remedy. The Home Builder denied that it had breached the Code.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code regarding the floor tiling in the Property, but that the replacement of the tiling already offered by the Home Builder constituted a sufficient remedy. The Home Builder also breached Section 5.1 of the Code by failing to undertake the works agreed in the 24 September 2020 Home Visit Report within an appropriate time.

Decision

The claim succeeded. The adjudicator directed the Home Builder to undertake the works agreed in the 24 September 2020 Home Visit Report and pay the Home Buyer compensation of £100.00.

Complaint

The Home Buyers submitted that the sale of the Property completed on 23 August 2019 but they did not move into the Property until 20 September 2019. The Home Builder agreed to a delay in reporting of snagging issues. Scratches were first reported on 14 October 2019. Ultimately twelve windows with scratches were found, some scratches measuring over 9cm and one measuring 35cm. The Home Builder agreed to replace four of the ten remaining scratched windows. The Home Builder initially argued that the damage was not reported within the snagging period. It then objected that the damage had not been reported on hand-over. The Home Builder refused to accept the views of engineers that the Home Buyers were not responsible for the damage. They argued that the Home Builder had breached Sections 3.2 and 4.1 of the Code.

The Home Buyer sought that the Home Builder apologise, undertake specified practical work or pay compensation of £756.28, and pay compensation of £500.00 for stress.

Defence

The Home Builder submitted that the Home Buyers raised a query regarding the glazing in October 2019 and an inspection was undertaken. Window scratching was not mentioned on any of the forms filled out by the Home Buyers and there was a delay in reporting it. Windows had been inspected in accordance with NHBC standards and replaced when this was justified.

Findings

The adjudicator found that the Home Builder breached Section 3.2 of the Code by providing inadequate information on handover of the Property, and Section 4.1 of the Code with respect to its initial response to the Home Buyers' complaints.

Decision

The claim succeeded. The adjudicator directed the Home Builders to apologise to the Home Buyers for the inadequacy of the information provided at hand-over and for the inadequacy of the initial response to their complaint about scratched windows, and to pay the Home Buyers total compensation of £200.00.

Complaint

The Home Buyer submits the Home Builder was in breach of the Code as its sales and marketing team advised her that the property had two allocated parking spaces. After purchase, the Home Buyer found that the property only had one allocated parking space

The Home Buyer is seeking the Home Builder to allow her front lawn to be converted to parking space.

Defence

The Home Builders submits it has not breached any section of the Code. The property was always intended to have one parking space. The property is subject to several restrictive covenants that include that the front lawn area is not to be dug up and not to replace any grassed area with any hardened area or hardstanding. Accordingly, the Home Builder cannot allow the Home Buyer to convert her front lawn into a second parking space

Findings

The adjudicator found that the Home Builder has not breached Clauses 1.5 of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyer viewed a show home with a greater ceiling height than the property. The buyer then relied on this when making an offer for the property; however, claims he would have offered less had he known the ceilings were lower.

Defence

The Home Builder submits that there is no reference to ceiling heights in any of the sales and marketing materials and all the marketing material in relation to the 'Willow' house represents the Property. Additionally, that the Home Buyer was shown copies of the plans for the Property at the point of reservation, which was recorded on the reservation checklist and the last time the specification for the Willow home was updated was January 2018.

Findings

The adjudicator found that the reservation checklist recorded the presentation of the plans for the property to the home buyer at the point of reservation; however, that the depiction of the 'Willow' style home from the show home was not an accurate representation of the property.

Decision

The claim succeeded. The home builder was ordered to apologise to the home buyer for the representations made by the specifications of the show home. However, as the plans were recorded as being presented to the home buyer, no monetary award was found to be due.

Complaint

The Home Buyer submits that the Home Builder has built other homes nationwide which are not compliant with building regulations, making them unsafe in the event of a fire. The Home Buyer claims that the Home Builder agreed to pay for the appointment of an independent expert to investigate the Property; however, the Home Builder has since reneged on this agreement and refuses to pay for the inspection. Additionally the Home Buyer asserts that the Home Builder missold the publically owned areas as the Property was purchased on a freehold basis and as he is responsible for the maintenance of these areas the Home Buyer owns them. Finally, that the contract contains multiple unfair terms.

Defence

The Home Builder submits that it has offered to inspect the Property for any defects and to rectify these if any are identified; however that the Home Buyer has denied it access to the Property to do so. It disputes that it ever agreed to pay for an independent inspection of the Property. Additionally, the Home Builder avers that the Home Buyer's solicitors were provided with a complete legal pack which enabled the solicitor to report to the Home Buyer in full.

Findings

The adjudicator found that the Home Builder provided sufficient information on the charges associated with the property and that details of the management company were also provided to the Home Buyer's solicitors. Additionally it was found that the Home Builder was not obliged to pay for any inspector of the Home buyer's choosing and that it had cooperated and engaged with preliminary discussions with the Home Buyer's inspector.

Decision

The claim did not succeed.

Complaint

The Home Buyer felt that a watercourse near his Property was in an unsightly state. The Home Buyer asserted that, at the sales stage, he was led to believe the watercourse would be beautifully landscaped. However, the Home Buyer asserted that the Home Builder left the watercourse largely untouched (citing council/wildlife law restrictions). The Home Buyer stated that this issue has caused him stress and devalued his Property. Therefore, the Home Buyer asserted that the Home Builder has breached sections 1.5, 4.1 and 5.1 of the Code and claimed for the Home Builder to landscape the watercourse.

Defence

The Home Builder did not accept that it has breached the Code and did not accept that the Home Buyer's Property has lost value as a result of the watercourse near the Property not being landscaped. In any event, the Home Builder highlighted that claims for loss of property value are not covered by this scheme. Furthermore, the Home Builder did not accept the Home Buyer's subjective feelings that the watercourse near his Property is unsightly and disputed any obligation to landscape the watercourse. The Home Builder submitted that it had fully complied with the requirements of the Code. Therefore, in conclusion, the Home Builder submitted that it has not breached the Code as alleged by the Home Buyer and did not accept his claims for redress.

Findings

The adjudicator acknowledged and explained that the Home Buyer's material concerns appeared to related to matters falling beyond the specified scope of the Code/scheme. Nonetheless, the adjudicator examined the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of sections 1.5, 4.1 or 5.1 of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer indicated that they experienced brickwork construction issues in relation to the Property. As a result of this matter, the Home Buyer asserted that the Home Builder has breached the contract. The Home Buyer believed that the Property was not built to NHBC standards. The Home Buyer indicated that they have already referred their concerns to the NHBC (but it did not find in their favour). The Home Buyer therefore referred this NHBC brickwork construction issue to the scheme for additional review. The Claim, as detailed in the Home Buyer's application form, is for the Home Builder to provide an apology, an explanation, to admit that "the house wasn't built to standards and that more respect and understanding could've been given to us during the process" and to provide compensation in the sum of £15000.00.

Defence

The Home Builder did not accept that it has breached the Code and submitted that the brickwork construction issue had already been investigated by the NHBC, who concluded that (overall) it did not amount to a breach (as it complied with the NHBC technical requirements). Furthermore, the Home Builder submitted that it took all necessary steps to assist the Home Buyer. Accordingly, the Home Builder did not accept the Home Buyer's claims for redress.

Findings

The adjudicator made it clear to the parties that the scheme was not an appeal process for unsuccessful NCBC claims. Nevertheless, the adjudicator proceeded to investigate the alleged Code breach but was unable to find any material evidence to prove an actual Code breach on the part of the Home Builder. Accordingly, after careful inspection of the available evidence, the adjudicator concluded that they were unable to establish any material breaches of section 4.1 of the Code as claimed.

Decision

The Home Buyer's claims were unable to succeed.

Complaint

The Home Buyer stated that the shower screen, shower and bath taps had been installed at the wrong end of the bath. The plans the Home Buyer allegedly showed that the taps should have been installed on the opposite wall. The Home Buyer stated that the new location is completely impractical and makes access to the bath and shower difficult. The Home Buyer stated that she was not informed of any changes within the Property after she viewed the plans. The Home Buyer alleged that there was a breach of section 2.1 and 3.1 of the Code and requested that the Home Builder takes practical action and pays compensation in the amount of £1,000.00

Defence

The Home Builders stated that plans referred to by the Home Buyer were for indicative purposes only and that the shower over the bath is an optional extra not shown on the plans. The Home Builder stated that the Home Buyer viewed the Property before completion and although an issue was raised with the bathroom tiling, no mention was made of the taps or shower. The Home Builder stated that there was only a requirement to make the Home Buyer aware of major changes.

Findings

The adjudicator found that there was no evidence that the build specification required that the shower screen, shower attachment or taps be installed at one particular end of the bath, nor that there was a change to the design after completion. As such, there was no breach of section 3.1 of the Code. The adjudicator also found that the Home Builder was not in breach of section 2.1 of the Code for not providing detailed design drawings showing the location of the shower attachment or bath taps. As such, there was no breach of section 2.1 of the Code.

Decision

The claim did not succeed. The Home Builder was not in breach of any section of the Code.

Complaint

The Home Buyer stated that she discovered a defect to the bathroom tiling. She reported this to the Home Builder, who did not attend the property for two months. The shower was removed (in October 2019), however, it was not until September 2020 that the Home Builder undertook a replacement of the tiles at which point the shower was reinstalled. The Home Buyer stated that the installed tiles are not a good match to the original tiles. Although the Home Buyer did not explicitly state which section of the Code is relied upon, it is implied within her application that she alleged that Section 4.1 (after-sale service) had been breached. The Home Buyer requested that the Home Builder retiles the bathroom and pays compensation in the amount of £500.00.

Defence

The Home Builder acknowledged that it took unexpectedly long to obtain a colour match for the Home Buyer's tiles as the original had been discontinued when a repair was required. The Home Builder further submitted that the repair was hampered by the Covid-19 pandemic and that the works were completed in September 2020 and the installed tiles were an excellent match.

Findings

The adjudicator found that any defect or the suitability of remedial works was outside the scope of the Scheme. However, as for the manner in which the Home Builder dealt with the Home Buyer's complaint, it was evident that there was an unreasonable delay on the part of the Home Builder in dealing with this and, as a result, the Home Buyer was left without a working shower for nearly a year.

Decision

The claim succeeded in part. The Home Builder suffered significant inconvenience as a result of being left without a shower for nearly a year. The adjudicator directed the Home Builder to pay compensation in the amount of £500.00.

Complaint

The Home Buyer submitted that the Property has not been built in accordance with the supplied specification. Progress updates were not provided regarding completion of the Property. Health and safety information was not provided. Complaint handling had been poor. The Home Buyer argued that the Home Builder had breached Sections 2.1, 3.2, 4.2 and 5.1 of the Code.

The Home Buyer sought an apology and an explanation, and that the Home Builder remedy all issues in a timely manner or pay compensation of £15,000.00.

Defence

The Home Builder submitted that it had adhered to the requirements of the Code.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by failing to notify him of the installation of a boxed section of wall in the en suite bathroom, by failing to notify him of the change to the windows in the bathroom and en suite bathroom, and by failing to notify him of the change to the location of the external tap.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for failing to notify him of the installation of a boxed section of wall in the en suite bathroom, for failing to notify him of the change to the windows in the bathroom and en suite bathroom, and for failing to notify him of the change to the location of the external tap..

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.2, 1.5, 2.1, 3.1, and 5.1 of the Code. Specifically, The Home Buyer submits that the Home Builder “left the communal area stairwell”, above the second-floor lobby, “in a poor and unfinished condition and have stated they have no intention to complete it”. The Home Buyer states further that he was not made aware of the intention to not finish the stair core area “in order to make a suitably informed purchasing decision” and that the Home Builder, in other properties, has “decorated and carpeted the communal area staircases to the same standard throughout the whole building”.

The Home Buyer states further that the Home Builder did not “did not honour the terms of [the] contract in relation to completing carpeting and decoration within a reasonable period” after completion and “did not provide clear information that they intended to treat some of the communal areas differently”. The Home Buyer submits further that the Home Builder “failed to have an adequate complaints procedure in place to handle the matter” and “provided untruthful information about the rationale for leaving the building in this poor condition being to reduce maintenance fees”

Defence

The Home Builder disputes the claim and submits that it did not breach the Code. The Home Builder submits further; however, that following receipt of advice and review, it proposes/offers to remedy the snagging issues/outstanding works to which the Home Buyer refers and moving forwards, offers/proposes that it will provide “clearer written statement of complaints handling procedures will be prepared clarifying the approach that should be taken when complaints are pursued through more than one channel”.

Findings

The adjudicator found that the Home Builder did not breach ss. 1.2, 1.5, 2.1 or 3.1 of the Code but did breach s.5.1 in relation to complaint handling.

Decision

The claim succeeded. As the Home Buyer has shown that the Home Builder breached Section 5.1 of the Code and I consider that the Home Buyer will, naturally, have suffered inconvenience as a result, I awarded £100.00 as compensation and an apology.

Complaint

The Home Buyer has complained of the time taken to rectify an ongoing leak at the Property.

Defence

The Home Builder acknowledges there had been issues at the Property; however that it acted to remedy these and the Home Buyer has been compensated for the disruption as a gesture of goodwill.

Findings

The adjudicator found that the Home Builder had not dealt with the complaint within a reasonable time and had therefore breached the Code.

Decision

The claim succeeded. The Home Buyer is claiming £500.00 in compensation for the duration of time enduring the issue. Whilst this amount has not been substantiated in terms of loss, Clause 5.7.5 of the Consumer Code for Home Builders Independent Dispute Resolution Scheme Rules (2019 Edition) permits awards for inconvenience as a result of breaches of the Code. Consequently the Home Builder was ordered to pay £500.00 to the Home Buyer under 5.7.5 of the Scheme Rules

Complaint

The Home Buyer stated that he entered into a Reservation Agreement with the Home Builder in relation to the Property. The Home Buyer states that he was informed by the Home Builder, in August 2020, to consider increasing his offer. The Home Buyer made an increased offer, but this was allegedly rejected, and the Home Buyer alleges the Home Builder's selling agent was instructed to return the reservation fee. The Home Buyer alleges that there has been a breach of section 1.2, 1.3, 1.5, 2.1 and 2.6 of the Code and he requests that the company provides him with an apology, takes some practical action and pays compensation in the amount of £15,000.00.

Defence

The Home Builder did not submit a defence.

Findings

The adjudicator found that the Home Builder was in breach of sections 1.2, 1.3, 1.5, 2.1 and 2.6 of the Code and that the Home Buyer incurred costs and suffered significant inconvenience as a result.

Decision

The claim succeeded in part. The Home Builder incurred costs and suffered significant inconvenience as a result of the breaches of the Code. The adjudicator directed the Home Builder to provide an apology and to pay compensation in the amount of £1,070.96.

Complaint

The Home Buyer submitted that several manholes have been placed around his Property. The Home Buyer indicated that he was unaware of this and submits that the manhole placement is ugly and devalues his Property. As a result of this matter, the Home Buyer considered that the Home Builder had breached section 2.1 of the Code. Therefore, the Home Buyer claimed for the Home Builder to “1) relocate the manholes off the property 2) Buy back the property to include all costs of options, upgrades and associated costs”.

Defence

The Home Builder did not accept that the issue at the heart of this dispute amounted to a breach of section 2.1 of the Code. Therefore, the Home Builder did not accept the Home Buyer’s claims for redress.

Findings

The adjudicator acknowledged the Home Buyer’s material concerns and examined the alleged Code breach as presented. However, following inspection of the available evidence, the adjudicator was unable to impartially verify that any actual Code breaches on the part of the Home Builder had transpired. The adjudicator also highlighted that complaints substantively relating to loss of property value do not fall within the remit of the Code/scheme. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of section 2.1 of the Code.

Decision

The Home Buyer’s claim was unable to succeed.

Complaint

The Home Buyer stated that the Home Builder did not provide her with adequate pre-contract and complaints information, and the Home Builder provided her with a poor level of customer service. The Home Buyer also stated that there are unresolved snagging issues at the Property, which the Home Builder has failed to properly investigate. The Home Buyer sought an apology, resolution of the outstanding snagging issues, disclosure of paperwork, and £5,880.00 in compensation (including £500.00 for inconvenience).

Defence

The Home Builder denied liability on the basis that it had not had the opportunity to investigate the alleged snagging issues. It disputed the allegations of inadequate disclosure, and it denied that it provided the Home Buyer with a poor level of customer service.

Findings

The Adjudicator found that the Home Buyer's complaints regarding snagging issues at the Property fell outside the scope of the Scheme and could not be adjudicated upon. There was no evidence that the Home Builder did not provide the Home Buyer with sufficient pre-purchase information or that the Home Builder did not provide the Home Buyer with complaints information on request. There was therefore no breach of Code Sections 2.1 and 5.1. However, the Home Buyer breached Code Section 4.1 because it delayed considerably in investigating the issues the Home Buyer raised and this delay caused the Home Buyer distress and inconvenience.

Decision

The claim succeeded in part. The Adjudicator directed the Home Builder to pay the Home Buyer £200.00 in compensation for the inconvenience caused to the Home Buyer. The Adjudicator further directed that within three months from the date of the Home Buyer's acceptance of the final decision, the Home Builder should investigate the Home Buyer's complaints about snagging issues, and provide the Home Buyer with a written response detailing the outcome of its investigations.

Complaint

The Home Buyer stated that the Home Builder: (a) provided him with insufficient pre-purchase information regarding the insulation of the Property; (b) constructed the Property without adequate insulation, which is causing extreme noise at the Property; and (b) provided him with a poor level of customer service when handling his complaint. The Home Buyer requested that the Home Builder should either pay him £10,000.00 in compensation, including the cost of rectifying the defects at the Property, or the Home Builder should rectify the defects at the Property and pay the Home Buyer £1,800.00 in compensation.

Defence

The Home Builder denied liability on the basis that it carried out several investigations at the Property and its findings did not support the Home Buyer's complaint of defects. The Home Builder also disputed the allegations of inadequate disclosure, and it denied that it provided the Home Buyer with a poor level of customer service.

Findings

The Adjudicator found that the Home Buyer's complaints regarding defects at the Property fell outside the scope of the Scheme and could not be adjudicated upon. The Home Builder had not breached Code Section 2.1, because it had provided the Home Buyer with information about the general layout of the Property with supporting drawings, and the Home Buyer had sufficient information upon which he could carry out further investigations either by engaging a surveyor or raising enquiries via his solicitors. However, the Home Builder breached Code Section 5.1 because it delayed in investigating the issues the Home Buyer raised and this delay caused the Home Buyer distress and inconvenience.

Decision

The claim succeeded in part. The Adjudicator directed the Home Builder to pay the Home Buyer £150.00 in compensation for the inconvenience caused to the Home Buyer. The Adjudicator further directed that within three months from the date of the Home Buyer's acceptance of the final decision, the Home Builder should investigate the Home Buyer's complaints about snagging issues, and provide the Home Buyer with a written response detailing the outcome of its investigations.

Complaint

The Home Buyer stated that the boundary was contested prior to sale; information which the Home Builder knew about and failed to disclose. Additionally that the Home Builder then failed to respond to the corresponding complaint or cooperate with the Home Buyer's legal advisers. The Home Buyer is therefore claiming for the Home Builder to resolve the dispute with the third party, provide an explanation, give an apology and pay £500.00 for inconvenience.

Defence

The Home Builders denied liability, on the basis that it was unaware of any boundary dispute. The Home Builder confirms it funded the Home Buyer's legal challenge to the cost of £7,000.00.

Findings

The adjudicator found that the claims under 2.1 and 5.2 were outside the Scope of the Code and therefore the scheme as they were 'claims about the land conveyed or its registered title'. The adjudicator did find a breach of 5.1 as the Home Builder had not demonstrated it provided a copy of its complaints procedure or dealt with the complaint within a reasonable time.

Decision

The claim succeeded. Home Buyer. For the issue I scope and the breach of Section 5.1, the adjudicator ordered the Home Builder to apologise to the Home Buyer.

Complaint

The Home Buyer indicated that they had experienced various snagging/construction issues in relation to the Property and submitted that the Home Builder had also breached various sections of the Code. In particular, the Home Buyer asserted that the Home Builder had breached specific parts of sections 1, 2, 4 and 5 of the Code. Accordingly, the Home Buyer claimed for the Home Builder to rectify all the snagging/construction issues, to provide compensation for purchase-related losses and compensation for loss of earnings. The Home Buyer estimated that this should result in compensation of approximately £13470.97.

Defence

The Home Builder did not accept that it has breached the Code. The Home Builder acknowledged that there were outstanding snagging/construction issues with the Property and it confirmed that it wished to see these issues remedied in a professional manner. However, as a result of the pandemic, these outstanding issues had taken longer to remedy than usual. Nevertheless, the Home Builder did accept that there had also been some additional delays and its standard of service had fallen short on occasions. The Home Builder confirmed that it was working to rectify the outstanding snagging/construction issues as soon as possible but did not accept any liability for breaches of the Code.

Findings

The adjudicator acknowledged the Home Buyer's material concerns and examined the alleged Code breaches as presented. Whilst the adjudicator reminded the parties that certain concerns relating to snagging/construction fell beyond the scope of the scheme, the available evidence indicated that the Home Builder had fallen short of its Code obligations with regards to sections 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.5, 2.6, 4.1, 4.2 and 5.1 of the Code. Accordingly, the adjudicator explained why these Code requirements were not met and awarded £300.00 to the Home Buyer for the inconvenience caused as a result of these Code compliance shortfalls.

Decision

The Home Buyer's claims succeeded. The Home Buyer was awarded £300.00 for the inconvenience caused by the Code compliance shortfalls.

Complaint

The Home Buyer stated that the Home Builder has breached Section 1.5 of the Code and purports sales and marketing material was unclear and untruthful as the design of the wardrobe doors does not accommodate the two pendant lights on either side of the bed which were listed in the marketing materials.

Defence

The Home Builder submits that following the Home Buyer's complaint, it undertook bespoke redesign and modification process, through the installation of bi-fold doors, with the agreement of the Home Buyer and that this work provided a solution to the issue with the light fitting.

Findings

The adjudicator found that the sales and marketing brochure, whilst listing 2 pendant lights, contained a disclaimer as to fittings which consideration must be given to. As the same was not specified in the contract the adjudicator did not find a breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that it was a term of the contract that the Home Builder would install a retaining wall between the raised garden soil and patio area. The Home Buyer stated that the wall that was constructed was not a retaining wall and that this was liable to failure. The Home Buyer also stated that the Home Builder removed the brick pier at the front of his property, despite this being within the property boundary and included within the design. The Home Buyer relied on alleged breaches of sections 3.1, 1.5, 2.1, 2.6, 4.1, 1.2 and 5.1 of the Code.

Defence

The Home Builder stated that a retaining wall was installed, which complies with industry standards and that this wall is performing its required function. The Home Builder stated that there was no requirement within the contract or any pre-contract information to install piers at the front of the customer's property, however, these were nonetheless installed before completion. The Home Builder stated that it was under an obligation from the highways authority to remove these brick piers and these would not be reinstalled. The Home Builder stated that there has been no breach of the Code.

Findings

The Home Builder did not fail to install a retaining wall between the garden and the patio. The Home Builder was also entitled to remove the brick pier at the front of the Home Buyer's property and this did not substantially or significantly affect the appearance of the property. As a result, there was no breach of any section of the Code and, as such, the Home Buyer was not entitled to the remedies sought.

Decision

The claim did not succeed. The Home Buyer failed to demonstrate that there had been a breach of the Code and he was, therefore, not entitled to any of the remedies sought.

Complaint

The Home Buyer submitted that at the time of reservation of the Property, on 15 July 2019, he was shown plans that included a window in the right rear bedroom and in the lounge. These plans continued to be displayed by the company's home buyer portal throughout the subsequent dispute. At the options meeting on 6 October 2019 he was informed that rendering on the Property had been changed from fully-rendered to partially-rendered. He signed to acknowledge this change, but was not told that the two windows had also been removed from the design.

It was not until he was able to view the Property during construction on 23 December 2019 that he noted the windows were missing. He visited the company on 2 January 2020 and was shown plans for the Property with the two windows missing. He contacted the Home Builder on 7 January 2020, and after receiving no response made contact again on 9 January 2020. The company states that he accepted the removal of the windows when he signed for the change to the rendering on 6 October 2019. He argues that the Home Builder has breached Section 2 of the Code.

In his comments on the Home Builder's Defence, the Home Buyer reiterated that at the options meeting he was told about the change to the rendering, but not about the removal of the gable windows. The reference to the windows on the document he signed is unclear. The Home Builder had submitted documents never previously shown to him. When he was finally offered the opportunity to withdraw from the purchase it was too far advanced for this to be a practical option.

The Home Buyer sought reinstatement of the missing windows, or compensation of £15,000.00.

Defence

The Home Builder submitted that the Home Buyer reserved the Property on 15 July 2019, there was an options meeting on 6 October 2019, and contracts were exchanged on 25 October 2019. The Home Buyer's complaint was raised on 9 January 2020 and resolved on 4 February 2020. Completion took place on 12 August 2020. There were errors on the drawings shown to the Home Buyer at reservation and these were subsequently corrected. The Home Buyer viewed and signed for those changes on 6 October 2019. The document signed by the Home Buyer at this time clearly referenced the gable windows. After the Home Buyer raised his complaint, he was given the opportunity to withdraw, but chose to proceed.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by failing to appropriately notify the Home Buyer of the removal of the gable windows from the design of the Property prior to exchange of contracts. However, this was a change the Home Builder was permitted to make by the Code as long as the Home Buyer was given an opportunity to withdraw from the purchase, which was done. The Home Builder's breach of the Code, therefore, related to the information provided to the Home Buyer, rather than to the removal of the windows.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £500.00 for inconvenience arising from the Home Builder's breach of the Code, due to the very substantial nature of the change to the design of the Property and the impact on the Home Buyer of entering into a purchase for a house that was substantially different from the one he reasonably expected to receive.

Complaint

The Home Buyer stated that she made multiple requests for the Home Builder to fix issues with certain elements within the property, however, received no response. The Home Buyer also stated that the carpets have been subjected to excessive wear and tear and damage due to contractors attending on multiple occasions to carry out works and that a table was damaged. The Home Buyer further stated that she incurred costs relating to the garden gate and patio area as a result of the Home Builder's failure to respond to these issues. The customer relies on alleged breach of sections 4.1 and 5.1 of the Code.

Defence

The Home Builder submitted that the claims made by the Home Buyer relate to builder defects and not to the relevant sections under the Code. In relation to the Home Buyer's request that repairs are undertaken, the Home Builder stated that it had agreed to undertake these works. The Home Builder also stated that the paving slabs have been installed to the required specification, however, the customer subsequently added additional paving slabs. The Home Builder submitted that it did undertake remedial works to the gate. In relation to the alleged damage to the table, the Home Builder stated that it is willing to reach an agreement on this once proof of purchase has been provided. As for the carpets, the Home Builder stated that it has agreed to replace these.

Findings

The Home Builder was in breach of section 4.1 of the Code in failing to rectify issues with the specification of the patio and the garden gate within a reasonable period of time. The Home Builder also failed to treat the Home Buyer's personal effects with respect. The Home Builder was in breach of section 5.1 of the Code in failing to deal with the Home Buyer's complaint within a reasonable time.

Decision

The claim succeeds in part. The Home Builder was required to replace the carpets within the property in addition to paying compensation in the amount of £2,193.42.00.

Complaint

The Home Buyer submits that the kitchen has not been installed as per the plans provided during the 'property plan/specification meeting' at the point of reservation with the Home Builder. Therefore, the Home Buyer asserts that the Home Builder has breached sections 1.5 and 2.1 of the Code. The claim is for the cost of returning the kitchen to the design in the plans.

Defence

The Home Builder accepts that the Home Buyer was shown the incorrect kitchen drawing at the point of reservation as the drawing shown is marked as superseded and that the correct drawing was shown to the Home Buyer after exchange. The Home Builder avers that the sum claimed is 'unparticularised and excessive for the alleged incorrect information' and that compensation 'not exceeding £500.00 is sufficient in the event there has been a breach of the Code'.

Findings

The adjudicator found that the kitchen installed did not represent the kitchen presented to the Home Buyer on the drawing at reservation, which was acknowledged by both parties. Therefore, the Home Builder had breached sections 1.5 and 2.1 of the Code.

Decision

The claim succeeded. The Home Buyer was awarded the evidenced costs of returning the kitchen to the agreed design.

Complaint

The Home Buyer submits that the Home Builder has breached section 5.1 of the Code as it has failed to deal with complaints, relating to four issues, within an appropriate time regarding an illegal sewage system; fence to the site boundary; trees to the garden; and a finders' fee which was supposed to come off the purchase price.

Defence

The Home Builder submits that the sewer system has 'full planning and building permission' and conversations with the Environment Agency are ongoing. The Home Builder avers that the fence was in place when the Home Buyer moved in to the Property; however, this was removed by the neighbouring development and a fence has been subsequently been reinstated. With regard to the trees, the Home Builder avers that the Home Buyer asked for these to be removed after exchange and a 'light trim' was agreed as a goodwill gesture; however, a survey confirmed the trees protected a dormouse run and therefore could not be felled. The Home Builder asserts that the Home Buyer paid a £500.00 reservation fee which was not refunded as the Home Buyer had 'an extra' and that the Home Buyer was aware of this at the time.

Findings

The adjudicator found that the Home Builders breached section 5.1 of the Code by failing to respond to the Home Buyer's complaint within a reasonable timeframe in relation to the sewage complaint and the £500.00 finders' fee.

Decision

The claim succeeded. As a result of the breach of section 5.1, the Home Builder was ordered to engage with the environment agency and return the £500.00 fee to the Home Buyer as agreed.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 2.1 and 5.1 of the Code. Specifically, The Home Buyer submits that the “ central heating is a dual zone system ” (with two thermostat controllers) and “ was always sold and demonstrated to [him] as being an ‘upstairs’ and a ‘downstairs’ system ”. The Home Buyer submits further, however, that the “ design is such that [the] living areas and 3 (of 4) sleeping areas are linked and cannot be controlled separately ” and states that the Home Builder has breached its obligations under Part L of the Buildings Regulations 2010 (“the 2010 Regulations”).

The Home Buyer states further that despite raising the issue with the Home Builder and including it on a “ snagging list ”, the Home Builder “ refuses to rectify ”. The Home Buyer requests that the Home Builder apologise and “ re-route [the] central heating pipework so upstairs and downstairs are [separate] zones, controlled by their respective controllers, upstairs controller for all the upstairs rooms, downstairs controller for all the downstairs rooms.

Defence

The Home Builder disputes the claim and submits that it did not breach the Code. Specifically, the Home Builder submits that “ any issues relating to the snagging or structural defects of the Property [are] not dealt with under the terms of the Code as these are already covered by warranty providers ” and that the Home Buyer’s claim should be dismissed as out of scope. In any event, the Home Builder submits further that the Home Buyer raised his concern in relation to the heating zones with the National House Building Council (the “NHBC”) and the NHBC determined that “ there is not a breach of Building Regulations in this instance ” as two different heating zones with their own set of controls have been provided. The Home Builder submits further that it provided enough pre-purchase information for the Home Buyer to make his decision to buy and disputes further that it breached Section 5.1 of the Code in relation to complaint handling.

Findings

The adjudicator found that the Home Builder did not breach s 2.1 (or s.1.5) of the Code but did breach s.5.1 in relation to complaint handling.

Decision

The claim succeeded. As the Home Buyer has shown that the Home Builder breached Section 5.1 of the Code and I consider that the Home Buyer will, naturally, have suffered inconvenience as a result, £50.00 awarded as compensation and an apology.

Complaint

The Home Buyer complains of a number of defects affecting the property and that after 66 months of emails, phone calls and visits by technicians and tradespeople a number of issues remain outstanding and unresolved. The Home Buyer asserts that the Home Builder has breached sections 4.1 and 5.1 of the Code

Defence

The Home Builder accepts that a number of issues remain unresolved but denies that some of the issues complained of are defects or that it is not liable for the costs claimed. The Home Builder denies breaching the Code and has apologised to the Home Buyer.

Findings

The adjudicator found that the Home Builder has breached section 4.1 and 5.1 of the Consumer Code for having suitable systems in place for resolving complaints and issues regarding defective works and that the period of time taken to address and resolve a number of the issues is unreasonable.

Decision

The claim succeeds and the Home Builder is to pay the Home Buyer £500 for the inconvenience caused.

Complaint

The Home Buyer submitted that when he reserved the Home, he was shown a plan of the estate. This showed that across the road from the Home there would be a streetlight and the bus stop was some distance away. Although he was not allowed to take the plan away with him, he took a photograph of the document.

In fact, the Home Builder has constructed two bus stops immediately outside the Home, which he does not want, and he said that this would reduce the value of the Home. The Buyer wanted a direction that the bus stops should be moved and compensation of £15,000.00.

Defence

The Builder denied breaking the Code. It said that nearly two years after the Home Buyer went into occupation of the Home, the Builder had constructed bus stops outside neighbouring properties on the development. The Builder had previously constructed these in a different location that had not been on the plans, but had been asked to move the bus stops back to the original location by the planning/highways authority for safety reasons. The position of the bus stops now is in the same place as had originally been shown on the plans shown to the Home Buyer at the point of reservation and which were referred to in the Reservation Agreement. .

Findings

There was no breach of the Code. The evidence did not support that the Home Buyer had been provided with information that was misleading or unclear and he had been given pre-contract information about the current location of the bus stops. No unfair term was identified in the contract between the parties.

Decision

The claim did not succeed.

Complaint

The Home Buyer complained that there were issues concerning snagging, poor workmanship, and poor construction at the Property and the garden at the Property. The Home Buyer also stated that the Home Builder did not inform him about the pipework at the Property, and it delayed in resolving his complaint. The Home Buyer sought an apology or an explanation, and £4,000.00 in compensation.

Defence

The Home Builder denied liability on the basis that the localised flooding in the area did not cause any damage to the Home Buyer's Property, and it had constructed the garden in accordance with the approved engineering designs. It intends to carry out improvement works at the Property which it considers will prevent issues to the Property in future, and it intends to replace the turf at the garden.

Findings

The Adjudicator found that the Home Buyer's complaints regarding snagging issues, poor workmanship, and poor construction at the Property and the garden fell outside the scope of the Scheme and could not be adjudicated upon. The Home Buyer had not breached Code Section 2.1 because there was insufficient information and evidence regarding the Home Buyer's complaint about the pipework at the Property. The Home Builder had not breached Code Section 5.1 because the evidence did not show a failing in its handling of the Home Buyer's complaint.

Decision

The claim did not succeed and the Adjudicator did not make a direction against the Home Builder.

Complaint

The Home Buyer indicated that they had experienced various snagging/construction (and unsatisfactory water flow rate) issues in relation to the Property. The Home Buyer therefore asserted that the Home Builder had breached sections 4.1 and 5.1 of the Code. Consequently, the Home Buyer claimed for the Home Builder to pay them compensation in the sum of £500.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder indicated that it aptly engaged with the Home Buyer and carried out remedial action to address their concerns and adhered to the Code requirements under section 4.1 and 5.1. Accordingly, the Home Builder did not accept the Home Buyer's claim for redress.

Findings

The adjudicator acknowledged that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Nevertheless, the adjudicator conducted a full examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence illustrated that the Home Builder had correctly met its obligations under section 4.1 and 5.1 of the Code. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer submits that the Home Builder has breached the Code. Whilst the Home Buyer does not specify in her claim which sections of the Code have been breached, the Home Buyer submits, specifically, that the Home Builder has not followed building regulations when it “laid the foundation to [the] property” and “incorrectly laid the insulation within the foundation”, contrary to Section 4 of the National House Building Council’s (the “NHBC”) obligations regarding non-compliance with building regulations.

The Home Buyer states further that this “error has caused cold air to rise into [the] property causing loss of heat”, which has “invalidated the energy efficiency certificate for [the] property” and has caused her worry in relation to caring for her mother who had to move out as “the house was too cold for her”. The Home Buyer states further that a “couple of years ago, some houses on the estate had foundation work done [and] when [she] inquired about it, [she] was told that the insulation to the foundation of [the] properties had been laid incorrectly [and] owners were having the same issues as [her]. Despite raising the issue with the Home Builder “several times”, however, the Home Buyer submits that “all they did was to fob [her] off with excuses” and states further that the issue has caused her additional expense in relation to heating the Property..

Defence

The Home Builder disputes the claim and submits that it did not breach the Code, however, states further that whilst the Home Buyer “alleges [it is] in breach of” the Code, the Home Buyer has “instead has referred the NHBC Guidelines” and the Home Builder is “therefore unable to respond specifically as there are no specific breach allegations” in relation to the Code. Whilst the Home Builder acknowledges that three other houses on the entire development of properties had issues with their ground floors as opposed to foundations”, it states that the issue “was remedied by the NHBC after significant investigation”. The Home Builder states further that it “investigated other houses on the development in 2011, the Home Buyer’s being one of them”, however, “the issue appeared to be limited to a particular contractor working on these particular three properties [and] there was no indication of any issue requiring remedial work at the Home Buyer’s property when [it] investigated in 2011 and 2013 at her request”.

Specifically, the Home Builder states that the Property’s “insulation and heating were all checked and deemed to be fine” and that it heard nothing more from the Home Buyer about the alleged issue until 2020 (when the Home Buyer raised the issue with the NHBC. The Home Builder states further, therefore, that it is unable to carry out the practical action requested by the Home Buyer as it has “no evidence of there being an issue with the property foundation at all or how this would correlate with the perceived heating issues described by the Home Buyer”.

Findings

The adjudicator found that the Home Builder did not breach s.5.1 of the Code (or any other section of the Code).

Decision

The claim did not succeed.

Complaint

The Home Buyer has used various sections of the Code to claim the following core issues: numerous faults with the property which have gone unresolved, including cracking to the render due to an absence of wall ties; and a failure to provide sufficient pre-sale information.

Defence

The Home Builders accepts that wall ties require installation however, that the Buyer has refused access for the works to be completed.

Findings

The adjudicator found that the Home Builder breached the Code in relation to dealing with the Home Buyer pre and post-exchange, which included complaints handling; not issuing the correct warranty; not providing a reliable timescale for completion; and not dealing with complaints within an appropriate time.

Decision

The claim succeeded. The Home Builder was instructed to complete the wall tie and render crack repairs in accordance with the report submitted. Additionally, the Home Builder was required to apologise to the Buyer, pay £350.00 for inconvenience and £60.00 in plumber costs.

Complaint

The Home Buyer indicated that they had experienced various snagging/construction issues in relation to the Property. The Home Buyer therefore asserted that the Home Builder had breached sections 4.1 and 5.1 of the Code. Consequently, the Home Buyer claimed for the Home Builder to address the snagging/construction issues at the Property and to provide compensation in the sum of £10,396.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder indicated that it aptly engaged with the Home Buyer and carried out remedial action to address their concerns and adhered to the Code requirements under section 4.1 and 5.1. Accordingly, the Home Builder did not accept the Home Buyer's claim for redress.

Findings

The adjudicator was mindful that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Nevertheless, the adjudicator carried out a full examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence illustrated that the Home Builder had adequately met its obligations under section 4.1 and 5.1 of the Code. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer complained that the Home Builder breached Code Sections 1.5 and 2.1, because it did not inform him that [roadway] which is situated close to his Property (“the road”) is an established access route for Heavy Goods Vehicles. The Home Buyer stated that the Home Builder failed in its duty of care to him because he made the Home Builder aware that he was looking for a quiet place to live but the Property is not suited to this need. The Home Buyer’s claim was for the Home Builder to tell prospective buyers the classification of the road, and either upgrade the Home Buyer’s existing windows or pay the Home Buyer £5,404.10 in compensation.

Defence

The Home Builder denied liability on the basis that it provided the Home Buyer with sufficient information that confirmed the nature of the road, the Home Buyer was free to visit the site and make his observations, and it would not have been appropriate for it to talk the Home Buyer through the use and nature of every road outside the development. Further, the local Council with full knowledge of the use and nature of the road did not impose any requirement for it to install enhanced glazing to properties bordering the road.

Findings

The Adjudicator found that the Home Builder had not breached Code Sections 1.5 and 2.1, because the evidence showed that the Home Builder’s sales and marketing material was clear and truthful, and the Home Builder had provided the Home Buyer with sufficient pre-purchase information to enable the Home Buyer carry out his own due diligence. The Adjudicator was also satisfied that the Home Buyer had carried out his own research into the area, he had taken the opportunity to view the area and make his observations, and there was no evidence that the Home Builder had concealed the nature and use of the road in bad faith.

Decision

The claim did not succeed and the Adjudicator did not make a direction against the Home Builder.

Complaint

The Home Buyers submitted that they had experienced various snagging/construction issues in relation to their Property. In connection with these snagging/construction issues, the Home Buyers felt that the Home Builder has breached sections 4.1 and 1.4 of the Code. Consequently, the Home Buyers claimed for the Home Builder to provide an apology, an explanation and to address the snagging/construction issues at the Property.

Defence

The Home Builder did not provide any response to the claims.

Findings

The adjudicator took note of the Home Buyers' material concerns and investigated the alleged Code breaches. Whilst the adjudicator reminded the parties that certain elements of concern relating to snagging/construction fell beyond the scope of the scheme, the available evidence indicated that the Home Builder had fallen short of its Code commitments in relation to sections 1.4 and 4.1 of the Code. Accordingly, the adjudicator detailed why these Code requirements were not met and directed that the Home Builder provide the Home Buyers with an apology and explanation as requested.

Decision

The Home Buyers' claims succeeded. The Home Builder was directed to provide the Home Buyers with an apology and an explanation.

Complaint

The Home Buyer stated that the Home Builder did not construct the property in compliance with the applicable certificate it self-issued confirming that sound performance was over and above the requirements of the Building Regulations. The Home Buyer contends that noise transmission between the apartments in the block exceeded acceptable levels.

The Home Buyer was not satisfied with subsequent testing carried out by the Home Builder that confirmed compliance with the Building Regulations.

The Home Buyer sought £15,000.00 for the losses incurred because he believes he was mis-sold the property.

Defence

The Home Builders denied liability, on the basis that the sound insulation requirements and the overall construction fully complied with the Building Regulations.

Findings

The adjudicator found that the Home Builder did not breach Section 2.1 of the Code. The Home Builder carried out appropriate testing by independent experts that was accepted by NHBC. The Home Builder was in breach of Section 5.1 of the Code because of failings in his complaints handling procedures. Often responses to the Home Buyer's communications were unduly delayed.

Decision

The claim succeeded. In view of the breach of Section 5.1 the adjudicator directed the Home Builder to pay the Home Buyer £150.00 for the inconvenience caused.

Complaint

The Home Buyer submitted that after purchase of the Property in March 2019, issues with the plumbing and the smell of sewage were reported to the Home Builder. A leak in the downstairs ceiling originated from the upstairs bathroom and was worsening. The leak was first reported to the Home Builder in March 2020, but no-one was sent to examine it. A sewage smell was first reported to the Home Buyer in April 2020. In June 2020 the Home Builder's contractors sent people to examine the leak. Although the workers promised to return and repair the leak, including replacing the bathtub, they subsequently told her that the contractor had told them not to return.

The Home Builder objected that she had applied silicone to the crack, but she had discussed this with a representative of the Home Builder prior to doing so. The Home Builder attended the Property on 17 February 2021, after the commencement of this claim. At this meeting she experienced poor customer service and felt bullied, although work on the bathtub was promised. After the Home Builder attended the Property on 1 March 2021 it was confirmed that the cause of the leak was improper installation of the bathtub. She argued that the Home Builder has breached Sections 2.3, 4.1, 5.1 and 5.2 of the Code.

The Home Buyer requested that the Home Builder apologise; fix the hole in the ceiling; address the sewage smell coming from the entry of the Property; and pay compensation of £15,000.00.

Defence

The Home Builder submitted that it apologised to the Home Buyer for the customer service she received and for the ongoing problems she had encountered. It agreed to replace the Home Buyer's bathtub and resolve the source of the leak. Once the affected area had been allowed to dry, a period of 2-3 weeks, it would then be made good. It denied the Home Buyer was advised that it would be okay to apply sealant to the bathtub, and stated that the Home Buyer was advised to use the shower until the problem with the bath had been resolved, but that she preferred to use the bath. It denied that the Home Buyer experienced poor customer service or was bullied on 17 February 2021.

It argued that the Home Buyer's complaint was responded to appropriately, but that delays occurred due to COVID-19 and then the liquidation of the Home Builder's contractor. A new bathtub was installed on 1 March 2021. An examination of the bathtub supported the original conclusion that the damage was the result of an impact. There is no evidence of an ongoing leak, only a past leak that had dried out; but this would be made good. The drains near the Property had been inspected and cleared, with any blockage due to inappropriate items being placed into the toilet by residents of the development.

Findings

The adjudicator found that the Home Buyer breached Section 5.1 of the Code by failing to deal with the Home Buyer's complaint with an appropriate time.

Decision

The claim succeeded. The adjudicator directed the Home Builder to complete the repairs to the ceiling in the Property, returning it to its original condition prior to the leak, and the Home Buyer compensation of £500.00 for the inconvenience she experienced.

Complaint

The Home Buyer submitted that the Home Builder incorrectly advertised the Property as a four bedroom house (because he believed that the smallest room was too small to be called a bedroom). In connection with this matter, the Home Buyer felt that the Home Builder had breached sections 1.5, 2.1, 4.1 and 5.1 of the Code. In additional documentation, the Home Buyer also touched upon snagging/construction issues he had experienced with the Property. Therefore, the Home Buyer claimed for the Home Builder to provide him with an apology, an explanation, to either: retrospectively organise for the council to approve the Property as a four bedroom, extend the Property to classify it as a four bedroom or refund the difference between a four bedroom and a three bedroom (with an office). Furthermore, the Home Buyer also sought compensation in the sum of £15,000.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder indicated that it was correct to advertise the Property as a four bedroom house and this did not breach any regulations. Furthermore, the Home Builder submitted that it has an accessible complaints procedure in place as required by the Code. Accordingly, the Home Builder did not accept the Home Buyer's claims for redress.

Findings

The adjudicator explained that some of the Home Buyer's concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Nevertheless, the adjudicator carried out a full examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence illustrated that the Home Builder had adequately met its obligations under the Code. The Adjudicator noted that the foundation of the Home Buyer's main concern rested with his belief that the smallest room in his Property was too small to be called a bedroom (and therefore should not have been advertised by the Home Builder as a four bedroom home). Specifically, it was noted that the bedroom at the heart of this dispute measured 3.12m x 2.04m (making a total space of 6.36sqm).

The Adjudicator was not provided with any specific detail as to the regulations relied upon by the Home Buyer in relation to his fundamental concerns about bedroom size. However, it was noted that under The Licensing of Houses in Multiple Occupation (Mandatory Conditions of Licences) (England) Regulations 2018 (applying primarily for the purposes of licensing properties that will be used for HMOs (Homes for Multiple Occupancy) and unrelated to any obligations when describing a property for the purposes of a sale) states that a room utilised by a person aged under 10 years can be no less than 4.64sqm. Consequently, it was evident that the room in question (at 6.36sqm) could reasonably be described as a bedroom (even under the regulation above). Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer complained that the garden at the Property was not landscaped on completion, and the pre-purchase information and sales and marketing material did not show that in reality there would be a severe slope in the garden. The Home Buyer also stated that the Home Builder did not respond to his complaint for an extended period of time. The Home Buyer sought an apology, an explanation, and £7,789.46 in compensation.

Defence

The Home Builder denied liability on the basis that it had shown the Home Buyer drawings which showed that the Property would be sold with a two-tier garden, the landscaping incentive was limited in its scope and the incentive did not include works of the nature envisaged by the Home Buyer, and it responded to the Home Buyer's complaint.

Findings

The Adjudicator found that the Home Builder breached Code Sections 2.1 and 5.1 because the severity of the slope was not clearly shown in any of the sales and marketing material and this fact was not disclosed in the pre-purchase information (including the drawings). However, the Home Builder was not liable for the full cost of remedial works the Home Buyer had carried out. The Home Builder's liability was limited to the cost of levelling the lower tier so that the layout of the garden accorded with the pre-contract materials and information. In addition, the Home Builder breached Code Section 5.1 because having delayed for approximately one year to respond to the Home Buyer's complaint, it had not dealt with the complaint within a reasonable period of time.

Decision

The claim succeeded. The Adjudicator directed the Home Builder to pay the customer £1,000.00, being a contribution towards the cost of remedial works the Home Buyer carried out to the garden.

Complaint

Following review of the available submissions, the adjudicator noted that the Home Buyers experienced delay in the construction/completion of a property, as a result, a representative of the Home Builder agreed to pay for the Home Buyers' rent until completion of the sale. Following this, their mortgage provider withdrew their mortgage offer due to an issue with a missed telecommunication services payment. This led to the Home Buyers missing the final completion date for the Property. This ultimately resulted in the Home Builder refunding payments and remarketing the Property (but not paying the rent, as the sale could not be completed). The Home Buyers were displeased with this situation and claimed for the Home Builder to pay their rent in the sum £6475.00, legal fees in the sum of £1168.00 and an unspecified amount of compensation for losing their 'Help to Buy' offer and the inconvenience/mental stress caused throughout the process.

Defence

The Home Builder did not accept that it had breached the Code. Specifically, the Home Builder submitted that the contract was clear in relation to the possibility of delays and expressly stated that the Home Buyers were responsible for their own costs in relation to purchasing the Property. The Home Builder submitted that, due to the pandemic, there were delays in the construction/completion of the Property. However, the Home Buyers were correctly kept updated on this issue. The Home Builder submitted that, as a gesture of goodwill, it entered into a verbal agreement to pay the costs of the Home Buyers' rent on the condition that the sale would be fulfilled. The Home Builder submitted that the sale was not completed as the final completion date could not be met by the Home Buyers. This led to the Home Builder refunding the Home Buyers' payments (on the expressly agreed condition that the Home Buyers would not pursue a claim for their rental payments) and remarketing the Property. The Home Builder highlighted that the Home Buyers expressly confirmed in an e-mail to Fishers Solicitors (dated 20 December 2020) that "you have confirmed that Davidsons is no longer willing to sell to us, therefore I can confirm that we will no longer be pursuing the rent monies".

Findings

Following a review of all the available evidence, it was noted that section 3.1 of the Code was the area of concern in this application. The adjudicator noted that the Home Builder had provided a copy of the sale contract and confirmed that it appropriately met all the requirements as set by the Code. In particular, it was noted that the contract appeared to be adequately clear on the Home Buyer being responsible for their own costs in relation to purchasing the Property and the possibility of delays. Based on the available submissions, it was not objectively evident that any specific Code breaches on the part of the Home Builder had transpired. In this vein, it was noted that the contract appeared to detail the contract termination rights (as required by the Code). In addition, it was noted that the Home Buyers had not detailed any specific legislation that has been breached by the terms and conditions of the contract of sale. Consequently, in the absence of any substantive evidence impartially proving that the Home Builder has breached section 3.1 (or any other section of the Code), the adjudicator was unable to objectively conclude that the Home Builder has breached any actual section of the Code.

Decision

The Home Buyers' claim was unable to succeed.

Complaint

The Home Buyer submitted that the Home Builder failed to provide them with information relating to an annual private access service charge (in the sum of £32.25) as required by section 2.1 of the Code. Therefore, the Home Buyer claimed for the Home Builder to provide an explanation, to include the access charge within the estate charge (or pay for the access charge for the next 25 years), for the Home Builder to pay 5% of his property purchase price, pay £14256.35 and for the Home Builder to “be upfront and supply new buyer with the correct information so they can budget for the cost, and be honest”.

Defence

The Home Builder did not submit any detailed submissions in response to the Home Buyer’s claims. However, it appeared evident that the Home Builder did not accept that it had breached the Code.

Findings

It was not in dispute that the Home Builder had failed to provide the Home Buyer with the requisite information relating to an annual private access service charge (in the sum of £32.25) at the pre-purchase stage. The adjudicator drew attention to the fact that the requirements of section 2.1 of the Code make it clear that a Home Builder is obliged to provide the Home Buyer (at the pre-purchase stage) with a description and cost estimate of any management services. Therefore, under the circumstances, the adjudicator concluded that the Home Builder failed to adequately discharge the requirements of section 2.1 of the Code.

However, based on the available evidence, the adjudicator was not objectively satisfied that the claimed redress was entirely proportional to the established breach (in reaching this conclusion the adjudicator considered aspects of enforceability, remoteness, uncertainty, potential impact to third-parties not subject to this dispute and the possibility of unintended knock-on effects). Taking into account the nature and extent of the established breach (in conjunction with a careful assessment of all the available information), the adjudicator found that it would be fair and reasonable for the Home Builder to provide the Home Buyer with an explanation for its oversight and compensation totalling £500.00.

Decision

The Home Buyer’s claim succeeded. The Home Builder was directed to provide the Home Buyer with an explanation and compensation in the sum of £500.00.

Complaint

The Home Buyer stated that the Home Builder failed to provide him with a copy of the Code alongside the reservation agreement and failed to provide appropriate pre-purchase information. The Home Buyer also stated that the Home Builder failed to comply with section 3.2 of the Code as a result of construction timing issues, issues surrounding the handover of the property and the standard of the work carried out. The Home Buyer relies on alleged breaches of sections 1.2, 2.1 and 3.2 of the Code.

Defence

The Home Builder stated that a copy of the Code was provided alongside the reservation agreement and that the pre-purchase information provided to the Home Buyer was indicative only. The Home Builder states that completion of the property took place on time and the Home Buyer was provided with adequate updates in this regard. The Home Builder stated that there were only snagging issues left to be completed and these have all now been completed. The Home Builder submitted that there had been no breach of the Code.

Findings

The Home Builder was in breach of section 1.2 of the Code in failing to provide a copy of the Code alongside the reservation agreement. The Home Buyer was provided with a plan, alongside the reservation agreement, illustrating the general layout of the property. As such, there was no breach of section 2.1 of the Code. The Home Builder failed to provide reliable and realistic information about the timings for completion of the property and failed to explain arrangements for completing outstanding items of work. As a result, the Home Builder was in breach of section 3.2 of the Code.

Decision

The claim succeeds in part. The Home Builder was required to provide an apology and pay compensation in the amount of £250.00.

Complaint

The Home Buyer stated that the Home Builder failed to provide him with a copy of the Consumer Code and that the Property was handed over in a dirty state. The Home Buyer also stated that the Home Builder failed to provide an adequate after-sales service and dealt with him in an unprofessional manner. The Home Buyer also alleged that the Home Builder failed to provide him with details of its complaints handling procedures. The Home Buyer relies on alleged breaches of sections 1.2, 4.1 and 5.1 of the Code.

Defence

The Home Builder denied that the Home Buyer experienced numerous difficulties communicating with the Home Builder, however, accepted that a copy of the Code was not originally provided. The Home Builder accepted that the property was poorly cleaned before handover, however, this matter was resolved over 2 years ago, and no complaints were received since. The Home Builder further denied that the Home Buyer was dealt with in a professional manner'

Findings

The Home Builder was in breach of section 1.2 of the Code in failing to provide a copy of the Code alongside the reservation agreement. The Home Builder explained the after sales service that would be provided and adequately responded issues raised by the Home Buyer. As a result, the Home Builder was not in breach of section 4.1 of the Code. The Home Builder was, however, in breach of section 5.1 of the Code as the Home Buyer was not informed of the complaint handling procedure or advised on how to submit a complaint.

Decision

The claim succeeded in part. The Home Builder was required to provide an apology and pay compensation in the amount of £150.00.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5 and 2.1 of the Code. Specifically, the Home Buyer submits that the Home Builder’s sales advisor misled the Home Buyer in relation to the location of social housing plots on the development and when the Home Buyer made a request for social housing plots to be highlighted on the plan, the sales advisor left some neighbouring properties blank and advised the Home Buyer that the only social housing plots were to the front of the development.

The Home Buyer submits further, however, that she later discovered - around 8 months post completion - that this was not the case and that some social housing that was not marked/highlighted on the plan was bordering the Property. The Home Buyer states further that she was not provided with sufficient pre-purchase information to make an informed decision, including in relation to non-costed “extras” and was misled in relation to the location of street lighting. Whilst the Home Buyer acknowledges that “it is difficult to evidence this as it is [her] word against the advisor’s word”, the Home Buyer refers to the marked/highlighted brochure provided and refers further to additional complaints made by other homebuyers/third-parties in relation to the Home Builder’s “sale advisors”.

Defence

The Home Builder disputes the claim and submits that it did not breach the Code. Specifically, the Home Builder submits that “no indication was provided at the point of reservation that the location of community housing would be an issue for [the Home Buyer]” and its “sales plan on display in the site office shows the house type and also the tenure of the various housing on the development”. Whilst the Home Builder acknowledges that “at the Home Buyer’s request [the sales advisor] marked a plan of the estate for [the Home Buyer] to retain with the tenure of the various community housing properties”, it submits that the “marking up by [the sales advisor] is factually correct and remains correct to the present day”. The Home Builder states further that no enquiries were raised by the Home Buyer’s solicitors in relation to the location of community housing and that there is no “indication of any actual issues with any of the occupants of any property on the development nor any actual alleged losses incurred by [the Home Buyer’s] allegations”.

Findings

The adjudicator found that the Home Builder did not breach ss.1.5 or 2.1 of the Code (or any other section of the Code).

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that he has suffered a financial loss, having paid £617.00 to extend the patio area; however, that it is not fit for purpose under the Consumer Rights Act 2015. This is due to the slabs changing colour significantly having developed a chalk-like coating. In failing to provide a satisfactory response to this issue, the Home Buyer asserts that the Home Builder has breached section 5.1 of the Code.

Defence

The Home Builder submits that the slabs were inspected and that they were not deemed to differ in appearance from the rest of the slabs on the site, nor did they differ in appearance from new slabs. The Home Builder ultimately submits that in their opinion, this matter is closed.

Findings

In consideration of the period of time from when the issue was first raised as a complaint by the Home Buyer, to the point where the Home Builder issued a statement constituting a final position statement, The adjudicator found that the Home Builder had not dealt with the complaint within 'an appropriate time'.

Decision

The claim succeeded. Whilst the Home Builder failed to provide a remedy within an appropriate time, a remedy was provided. Whilst the slabs developed some discoloration, no evidence to demonstrate whether cleaning would work or not; whether cleaning caused the issue in the first instance; or any evidence to demonstrate whether or not this type of slab will naturally weather in this manner and whether this was due to how they were laid, has been provided. Therefore, the Home Builder, having laid the slabs to the initial acceptance of the Home Buyer, is not liable for the condition demonstrated. Consequently, the Home Builder presented an 'appropriate remedy' to the issue raised so no remedial action or monetary compensation as a result of the breach of the Code was due. The Home Builder was ordered to apologise to the Home Buyer for the delays in providing the remedy.

Complaint

The Home Buyer indicated that they had experienced various snagging/construction issues in relation to their Property. Consequently, as a direct result of their snagging concerns, the Home Buyer claimed for an apology, an explanation and total compensation in the sum of £1500.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder acknowledged that the Home Buyer's issues appeared to touch upon sections 3.2, 4.1 and 4.2 of the Code. However, the Home Builder submitted that it had correctly adhered to the actual requirements of these sections of the Code. Accordingly, the Home Builder did not accept the Home Buyer's claims for redress.

Findings

The adjudicator acknowledged that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Nevertheless, the adjudicator conducted a full examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence illustrated that the Home Builder had correctly met its obligations under sections 3.2, 4.1 and 4.2 of the Code. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer stated that he entered into a Reservation Agreement which stated that the brick colour for the property was "yellow". Contrary to this provision of the Reservation Agreement, the Property has in fact been built with yellow rendering in the front, red bricks at the side, and a yellow brick garage. The Home Buyer considers that this is not what was agreed, and makes the house extremely ugly.

The Home Buyer sought an order that the Home Builder correct the error it made in the colour of the bricks used in the Property, by changing the brick colour from red to yellow, or alternatively by applying a good quality render (with a 10 year warranty) in a light yellow shade to all four sides of the Property. Alternatively, the Home Buyer asks for an order that the Home Builder to pay £20,400.00 in order to allow the Home Buyer to carry out these rendering works himself.

Defence

The Home Builder accepted that the brick colour was different from that which had been indicated at the time of the Reservation Agreement but denied liability, stating that the change had no impact on the value or amenity of the Property, and is not a breach of any provision of the Code.

The Home Builder had previously offered a payment of £2,500.00 to the Home Buyer.

Findings

The adjudicator found that the colour of the brickwork significantly affected the appearance of the Property and was reasonably capable of having an impact on the Home Buyer's decision as to whether or not to purchase the Property. The Home Builder should have ensured that the information in the Reservation Agreement was correct, or should have informed and consulted with the Home Buyer about the change. The Home Builder's failure to do so was a breach of Sections 2.1 and 3.1 of the Code.

Decision

The claim succeeded. In view of the limit of compensation of £15,000 under Rule 2.6 of the CCHBIDRS Rules, the adjudicator did not order the Home Builder to carry out works as the estimated cost exceeded this amount. Instead, the adjudicator ordered the Home Builder to pay the Home Buyer the sum of £15,000.00 as a contribution to the cost of the Home Buyer carrying out the works himself.

Complaint

The Home Buyer indicated that they had experienced various snagging/construction issues in relation to the Property. The Home Buyer therefore asserted that the Home Builder had breached sections 4.1 and 5.1 of the Code. Consequently, the Home Buyer claimed for the Home Builder to resolve the snagging issues and pay them compensation in the sum of £5000.00.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder apologised to the Home Buyer for the snagging issues experienced but submitted that it has adhered to the Code requirements under section 4.1 and 5.1. The Home Builder submitted that the snagging issues are covered by the warranty provider and do not fall within the remit of the Code. Accordingly, the Home Builder did not accept the Home Buyer's claim for redress.

Findings

The adjudicator acknowledged that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Nevertheless, the adjudicator conducted a full examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence illustrated that the Home Builder had correctly met its obligations under section 4.1 and 5.1 of the Code. Consequently, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyers stated that they were led to believe at time of reservation that a small brook at the end of the garden would be landscaped and a small footbridge erected. The Home Buyers state that the Home Builder denied them access to the plot until completion of all works on the property and garden. At this time, they discovered that the brook had been widened and deepened and no footbridge erected. The Home Buyers cancelled the purchase and requested return of all monies previously paid to the Home Builder.

The Home Buyers sought refund of the reservation fee and a deposit for extras, plus an amount for compensation in the total amount of £3,189.00.

Defence

The Home Builder's denied liability, on the basis that the Home Buyers had cancelled the agreement without valid reasons and thus refused to make any refunds or pay compensation. The Home Builder stated that the brook was exactly the same size as when the Home Buyers first saw it, and it looked different because bush removal and landscaping had been done on both side of the brook.

Findings

The adjudicator found that the Home Builder was not in breach of the Code. The adjudicator was not satisfied on a balance of probabilities that the Home Buyers had established that the brook had been increased in size. Neither was he persuaded that the Home Buyers had been mis-sold the property or that their complaints were not treated seriously by the Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyer submitted that three trees in his garden died as a result of ground/surface water flowing from the outside road when it rains. The Home Buyer indicated that this issue was due to the gradient of the road outside his Property. The Home Buyer confirmed that the Home Builder took remedial action and resolved this issue. However, three trees in his garden ultimately died as a result of the excess water in his garden soil. Therefore, the Home Buyer felt that the Home Builder has breached sections 4.1, 5.1 and 5.2 of the Code. Consequently, the Home Buyer claimed for the Home Builder to provide an apology and compensation in the sum of £1332.00 (for the costs incurred in replacing the trees).

Defence

The Home Builder did not accept that it has breached the Code. The Home Builder submitted that the Home Buyer's complaint in relation to the trees was raised more than two years after the warranty being issued. Therefore, this issue fell outside the scope of this scheme and the Code. In any event, the Home Builder submitted that it has appropriately adhered to sections 4.1, 5.1 and 5.2 of the Code. Therefore, the Home Builder did not accept the Home Buyer's claims for redress.

Findings

Upon investigation, the adjudicator ascertained that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. Furthermore, following examination of the evidence, it was discovered that the Home Buyer's specific complaint had not been raised with the Home Builder within the required period. Nonetheless, the adjudicator carried out a comprehensive examination of the alleged Code breaches but was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence showed that the Home Builder had appropriately met its obligations under section 4.1, 5.1 and 5.2 of the Code. Accordingly, after careful inspection of all the available evidence, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyers complained that the Home Builder initially told them that the Property was a freehold, but it changed this stance and sought to charge them a fee for the freehold. The Home Builder reneged on its promise to pay them £5,000.00 to bridge the gap in the sale price for their existing property at the time; it reserved a plot they had reserved to another buyer and it did not refund their reservation fee; and it did not provide them with details of how to complain and it ignored their complaint correspondence.

Defence

The Home Builder did not submit a defence.

Findings

The Adjudicator found that as the Home Builder had not submitted a defence, the Home Buyers' complaint was capable of succeeding to the extent that the complaint was supported by the evidence supported by the Home Buyers. The Home Builder breached Code Section 2.6 because the reservation agreement with the Home Buyers was effectively cancelled when it reserved the Property to another Home Buyer and it ought to have refunded the Home Buyers' reservation fee but it did not do so. It breached Code Sections 3.2 and 5.1, because there was no evidence to dispute the Home Buyers' claim that the Home Builder imposed an unrealistic deadline for completion, and failed to respond to their complaint correspondence.

Decision

The claim succeeded. The Adjudicator directed the Home Builder to apologise to the Home Buyers for the distress and inconvenience it caused them, reimburse the Home Buyers the reservation fee of £1,000.00 and the flooring deposit of £100.00; and pay the Home Buyers £350.00 in compensation for distress and inconvenience.

Complaint

The Home Buyer stated that the Home Builder failed to complete numerous items of works within the property and that elements of works that were completed were not consistent with the agreed specification. The Home Buyer stated that the Home Builder failed to complete on time and that there were multiple items of work that were not complete within a reasonable period of time or at all. The Home Buyer further submitted that there was a lack of communication from the Home Builder and that the Home Buyer was not informed when the works were going ahead in addition to builders not attending the property as agreed. The Home Buyer also alleged that the Home Builder failed to deal with his complaint appropriately. The Home Buyer relied on alleged breach of sections 3.1, 3.2, 4.1 and 5.1 of the Code.

Defence

The Home Builder submitted that the outstanding works or required remedial works were minor and that the contract between the parties was clear and fair. The Home Builder further submitted that there was no issue in relation to the completion of the Property and that any delay to the completion of outstanding works was justified. The Home Builder stated that the after-sale service was explained to the Home Buyer, including who to contact and the warranties that applied. The Home Builder also stated that the complaints procedure was communicated to the Home Buyer. The Home Builder submitted that there was no breach of the Code.

Findings

The Home Builder was in breach of section 3.2 of the Code in failing to provide reliable or realistic information in relation to the timings for completion of certain items of works. The Home Builder was also in breach of section 4.1 of the Code in failing to provide an accessible after-sales service as the Home Builder did not appropriately communicate when works were being completed to the property. Finally, the Home Builder was in breach of section 5.1 of the Code in failing to deal with the Home Buyer's complaint appropriately.

Decision

The claim succeeds in part. The Home Builder was required to provide the Home Buyer with an apology, with a schedule of outstanding works together with anticipated timescales to complete the works and to pay compensation in the amount of £500.00.

Complaint

The Home Buyer stated that the fence panel installed along the rear boundary of the property encroached on the neighbouring property's land. In addition, the Home Buyer stated that the fence boundary perpendicular to the rear boundary does not run along the entire length of the boundary, rendering the boundary between the two properties unclear. The Home Buyer relies on an alleged breach of sections 1.5 and 2.1 of the Code.

Defence

The Home Builder accepted that there was a physical gap between the perpendicular boundary and the rear boundary fence line, however, nonetheless submitted that there is definitive boundary between the properties. The Home Builder also submitted that the complete reinstatement of the rear boundary fence is disproportionate to the issues and that an alternative solution was offered. The Home Builder denied that there was a breach of the Code.

Findings

The Home Builder did not succeed in demonstrating that the Home Builder undertook to construct the fence in a particular design that was not later constructed. As such, the sales and advertising material provided in relation to the fence and boundary lines was clear and truthful and the Home Builder was not in breach of section 1.5 of the Code. The Home Builder provided the Home Buyer with a plan showing the general layout of the property and the boundary lines and there is no evidence that conflicting information was later provided in relation to the rear boundary or the perpendicular boundary. As a result, the Home Builder was not in breach of section 2.1 of the Code.

Decision

The Home Builder was not in breach of any section of the Code and, as such, the claim did not succeed. The Home Buyer was not entitled to any of the remedies sought.

Complaint

The Home Buyer complained that the Home Builder breached Code Sections 1.1, 4.1, and 5.1 because its after sales service has proved inaccessible, it failed to provide her with details of its complaints procedure, and it did not respond to her correspondence. It breached Code Section 1.2 because it did not display the CCHB logo in its sales brochures or on its website, and it did not provide her with a copy of the Code. It breached Code Section 2.1, because it did not provide her with a full explanation of the Home Warranty Cover.

Defence

The Home Builder did not submit a defence.

Findings

The Adjudicator found that as the Home Builder had not submitted a defence, the Home Buyer's complaint was capable of succeeding to the extent that the complaint was supported by the evidence the Home Buyer submitted. There was insufficient evidence to support the complaint that the Home Builder breached Code Sections 1.2 and 2.1. The Home Builder breached Code Section 4.1 and 5.1 because there was no evidence to dispute the Home Buyer's complaint that its after sales service was inaccessible it had not responded to her complaint.

Decision

The claim succeeded. The Adjudicator directed the Home Builder to pay the Home Buyer £350.00 in compensation for inconvenience, and within three months from the date of the Home Buyer's acceptance of the final decision, investigate the Home Buyer's complaints concerning outstanding works at the Property, and provide the Home Buyer with a written response detailing the outcome of its investigations.

Complaint

The Home Buyer disputed liability to fully discharge an outstanding electricity and gas bill for his Property. The Home Buyer indicated that the Home Builder should also contribute but it disputed liability to pay for the bill. Accordingly, the Home Buyer raised a dispute substantively relating to issues concerning the transfer of energy utilities and liability for their discharge. The Home Buyer submitted that the Home Builder did not show him where his utility meters were during the handover in early 2018. Therefore, the Home Buyer was seeking for the Home Builder to contribute significantly to the outstanding electric and gas bill. The Home Buyer felt that the Home Builder had breached sections 3.2, 4.1 and 5.1 of the Code. Consequently, the Home Buyer claimed for the Home Builder to provide an apology and a significant contribution (of at least 50%) towards the outstanding gas and electricity bill in the sum of £5074.89.

Defence

The Home Builder did not accept that it has breached the Code. The Home Builder submitted that the Home Buyer's complaint in relation to the electricity and gas services bill was raised more than two years after the warranty being issued. Therefore, this issue fell outside the scope of this scheme and the Code. Furthermore, the Home Builder submitted that the dispute relating to liability to pay for the gas and electricity bill did not fall within the scope of the Code or scheme. In any event, the Home Builder submitted that it has appropriately adhered to sections 3.2, 4.1 and 5.1 of the Code. Therefore, the Home Builder did not accept the Home Buyer's claims for redress.

Findings

Following careful review of all the available submissions, the adjudicator established that the Home Buyer's material concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. In addition, based on the evidence provided, it was clear that the Home Buyer's specific complaint had not been raised with the Home Builder within the required period. Nevertheless, the adjudicator carried out a thorough examination of the alleged Code breaches but was unable to find adequate evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence appeared to illustrate that the Home Builder had appropriately met its obligations under section 3.2, 4.1 and 5.1 of the Code. Consequently, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer indicated that her complaint related to the tenure of her neighbouring properties and the construction of an external alleyway outside her Property. The Home Buyer asserted that the external alleyway was not on the site plans and did not have planning permission. The Home Buyer submitted that, initially, the Home Builder indicated to her that the neighbouring properties would be 'shared ownership'. However, it emerged that the properties are under an 'affordable rent' tenure and used for social housing. The Home Buyer submitted that, following incidents with her social housing neighbours, she contacted the Home Builder. Eventually, when the Home Builder responded, it referred the Home Buyer to the planning permission granted before her purchase which clearly showed that the plots could be used for 'affordable housing' and 'shared ownership'.

The Home Buyer submitted that the final conveyance plans which she signed did show that the properties would be used for affordable housing/rent but she relied on the previous verbal statements from the Home Builder's sales manager and now feels that she was misled on this issue. The Home Buyer also submitted that the external alleyway outside her Property is used by the affordable housing occupants and she has therefore had to spend additional money on security. In any event, the Home Buyer submitted that this external alleyway did not receive planning permission and the matter has been reported to the Council who are investigating the matter. In any event, the Home Builder has now agreed to revert the alleyway back to the original planning permission. As a result of this matter, the Home Buyer asserted that the Home Builder has breached sections 1.5, 2.1 and 5.1 of the Code. Therefore, the Home Buyer claimed for the Home Builder to provide compensation in the total sum of £3000.00, to take practical action to correct an external alleyway and to take landscaping action on a neighbouring property.

Defence

The Home Builder did not accept that it had breached the Code. With regards to sections 1.5 and 2.1 of the Code, the Home Builder submitted that the site plan refers to the neighbouring plots as being 'shared' but a note on the plan clearly stated that "images and site layout are intended for illustrative purposes only and should be treated as general guidance only. Site layout including parking arrangements (social/affordable housing, community buildings, play areas and public open spaces) may change to reflect changes in planning permission for the development. Please speak to your solicitor to whom full details of any planning consents including layout plans will be available".

Furthermore, the Home Builder submitted that the Home Buyer was shown Planning Layout 1044-R2-102 Revision C18 (Evidence D1), which showed Plot 300 to be 'Shared Ownership' and Plots 301 to 306 to be 'Rented'. In relation to the Home Buyer's statement that the tenure of plots 300 to 306 was discussed with a Sales Manager, the Home Builder submitted that Clause 7 of the Reservation Agreement expressly stated that if material reliance is to be placed on any spoken statements made by a representative, details of those statements should be provided to the Home Buyer's Solicitors. The Home Builder went on to highlight that "The Home Buyer has acknowledged in Section 5 of the Application Form that no enquiries were raised with her Solicitor, and no details of any spoken statements relied upon were provided. The Conveyance Plan for Plot 295 (Evidence D2) referred to in Section 5 of the

Application Form and signed by the Home Buyer also clearly shows Plot 300 to be 'Affordable – Shared Ownership' and Plots 301 to 306 to be 'Affordable – Rent'. In any event, the Home Builder submitted that it has taken all reasonable steps to assist the Home Buyer with her complaints by arranging meetings with the Housing Association and offering to plant trees to provide some screening (however, this offer was declined).

The Home Builder accepted that the external alleyway was not shown on the plans and has already agreed to revert this back in line with the planning permission. In relation to section 5.1 of the Code, the Home Builder submitted that it has an established system and procedures in place for receiving, handling and resolving complaints. This information is included in the 'Welcome to your New Home' booklet as emailed to the Home Buyer. The Home Builder submitted that the Home Buyer emailed the incorrect point of contact in relation to her concerns and did not follow the set complaints procedure and this may have resulted in a response delay.

The Home Builder submitted that it cannot be held responsible for the behaviour of Housing Association tenants and the Code does not permit compensation to be paid for emotional upset and stress. The Home Builder submitted that it has already agreed to amend the alleyway in question and it had agreed to complete any outstanding planting to the rear corner of plot 304 as identified on the planning layout.

Findings

Following careful review of all the available submissions, the adjudicator acknowledged that some of the Home Buyer's concerns appeared to relate to matters falling beyond the specified scope of the Code/scheme. The adjudicator made it clear that this did not mean that the Home Buyer's entire claim was invalidated (as concerns falling within the scope of the Code/scheme had also been included in the application). Accordingly, the adjudicator appropriately clarified this issue and carried out a thorough examination of the alleged Code breaches.

Following review of the evidence provided, the adjudicator was unable to find adequate evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence appeared to illustrate that the Home Builder had appropriately met its obligations under section 1.5, 2.1 and 5.1 of the Code and its overall actions (when considered holistically) did not amount to any material breaches of the Code. Specifically, it was evident that the Home Builder had adhered to its informational requirements under sections 1.5 and 2.1 of the Code and it had the required service processes in place under section 5.1 of the Code. Consequently, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer submitted that he was initially offered a £10,000.00 deposit contribution for plot 118, but when he reserved he was told it was no longer available, even though under the terms of the offer it was still available. He had experienced significant stress and anxiety and had been mistreated by the Home Builder. He argued that the Home Builder had breached Sections 1.1, 1.2, 1.3, 1.5 and 5.1 of the Code.

The Home Buyer sought that the Home Builder apologise; provide a £10,000.00 deposit contribution; pay compensation of £1,000.00 for legal fees; provide turf and a tap in the rear garden; provide full flooring; and reduce the price of the Property.

Defence

The Home Builder submitted that the Home Buyer initially reserved Plot 18, then Plot 118, then Plot 51. He did not exchange on any of the three properties. When the Home Buyer reserved Plot 18, his reservation remained in place for 3 months, 2 months after expiry, but was then cancelled as he was not able to proceed. The Home Buyer then reserved Plot 118 with an incentive of £5,000.00 deposit contribution and carpets. Plot 118 was originally offered with a £10,000.00 deposit contribution for one week only, but as the Home Buyer did not accept in time the offer was withdrawn. He proceeded on the basis of the deal offered at the time of reservation. The Home Buyer then reserved Plot 51, with the same incentives as he had received for Plot 118. The Home Buyer was not able to complete on time, despite an extension to the expiry date, and the reservation was cancelled on 12 April 2021.

Findings

The adjudicator found that the Home Builder breached Sections 1.1 and 1.5 of the Code by offering a promotion without a clear statement of the restriction that the Home Builder then applied to the Home Buyer.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £250.00 for the inconvenience caused.

Complaint

The Home Buyer submitted that the Home Builder did not use the specified premade bricks on the internal back corner of the Property. The angle of the corner should be 135 degrees, but it is 138 degrees. During one meeting with the Home Builder she was told that the delay in completion on the Property was partially caused by the need to wait for premade bricks, but then the premade bricks were not used. The Property was not fit for purpose and did not comply with any applicable standard. Initially no mortar was applied in the brick joints. It was subsequently added, but poorly.

The Home Builder initially refused to carry out remedial works. She requested to be present at an inspection, but it was carried out without her. She was told that the brickwork had been signed off by the NHBC, but this was not true. The Home Builder did not send a representative when the NHBC was inspecting the brickwork. The NHBC confirmed that the brickwork did not meet its technical requirements. The NHBC required that remedial works be completed by 20 January 2020, but they did not commence until 2 March 2021. The angle of the bricks was not what was promised, and the setup of the bricks differed from other properties of the same type. Insufficient wall ties were used. She argued that the Home Builder breached Sections 1.5, 2.1, 2.6, 3.1, 3.2, 3.3, 3.4, 4.1 and 5.2 of the Code.

The Home Buyer's comments on the Home Builder's Defence were that she reiterated that the initial brickwork was not fit for purpose and the final brickwork did not match what she was promised. She received the plan she had provided at the time she reserved the Property. It clearly stated that bonded saw cut and "resin stick" brickwork was to be used at all 135 degree changes in direction. The Home Builder explicitly referenced the need to wait for the delivery of premade bricks when explaining the delay to completion of the Property.

The Home Buyer sought that the Home Builder apologise and provide an explanation; arrange for an independent structural surveyor to sign off on the brickwork on the Property; agree to buy back the Property at market value if she cannot sell it due to the problem with the brickwork; implement all her feedback into its operations; pay compensation of £15,000.00.

Defence

The Home Builder submitted that the Home Buyer's claim related to a build defect and so was outside the scope of the Code. Its sales and advertising material was clear and truthful. The documentation provided to the Home Buyer at the time of reservation did not refer to angled bricks being used. The document relied upon by the Home Buyer was an internal company document not given to home buyers at the time of reservation. The document referred to the inner skin blockwork, not the facing external brickwork, and did not specifically refer to angled bricks. Three degrees should be seen as within acceptable levels of tolerance. No material change was made to the structure of the Property.

The Home Buyer was paid compensation of £500.00 for delays. The Home Builder was responsive to the Home Buyer's communications. The Home Buyer's complaint was responded to appropriately. The Home Builder declined to attend the NHBC inspection out of consideration for the Home Buyer.

The Home Builder denied that the Home Buyer was entitled to the remedies claimed.

Findings

The adjudicator found that there was insufficient evidence to justify a finding that the Home Builder breached the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer completed a Reservation Form in respect of the property on 19 August 2020 and paid a reservation fee in the amount of £1,000.00. The agreed reservation expiry date was 13 September 2020. Purchase was not complete by 13 September 2020 and the Home Builder placed the property back on the market for sale on 26 November 2020. On 11 December 2020 it returned fifty percent of the original £1,000.00 reservation fee to the Home Buyer after selling the property to another buyer.

The Home Buyer contends that the Home Builder did not inform her that the Reservation agreement had expired, and it did not renew it.

The Home Buyer is requesting the Home Builder to pay the sum of £940.00 in reimbursement of costs incurred in the aborted purchase of the property.

Defence

The Home Builders denied liability, on the basis that it did not request another Reservation agreement be signed after the automatic expiry of the first agreement in order to save the Home Buyer having to pay another £1,000.00 fee. It understood the Home Buyer had problems selling her existing property and so on 06 December 2020 it sold the property to another buyer and returned 50% of the original reservation fee.

Findings

The Guidelines to the Code state that a Reservation agreement automatically expires on the stated date if the parties have not agreed in writing to extend or renew it. The parties did not do so. The Home Buyer did not request an extension. Thus, the adjudicator found that the original Reservation has automatically expired on 13 September 2020 and the Home Builder acted correctly in putting the property back on the market. The adjudicator also found that the correct amount of the fee had been returned. The Home Builder had not breached section 2.6 of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer complained that she has been experiencing a number of issues at the Property attributable to poor workmanship, including the design of the path at the Property. The Home Buyer stated that the Home Builder breached Code Section 2.1 because it did not provide her with adequate pre-purchase information about the specification of kitchen appliances, the finishing of the banister and the sizes of the bedrooms at the Property. It breached Code Sections 4.1 and 5.1 because of its delay in dealing with her complaint.

Defence

The Home Builder submitted that it had address some of the workmanship issues the Home Buyer complained about, and measures were being put in place in relation to the outstanding matters. It disputes that the actual size of the bedrooms was different to the sizing in its pre-purchase information, the customer had viewed the Property prior to completion when the kitchen appliances were in situ, and it had corresponded with the Home Buyer through various means.

Findings

The Adjudicator found that the Home Buyer's complaints concerning poor workmanship and snagging issues were outside the scope of the Scheme and could not be adjudicated upon. The Home Builder breached Code Section 2.1 because it had not fully proved that it provided the Home Buyer with sufficient pre-purchase information in relation to the kitchen appliances. The matters the Home Builder raised under Code Section 4.1 were more properly dealt with under Code Section 5.1. The Home Builder breached Code Section 5.1 because the evidence did not show that it had properly investigated the customer's complaints about the fence and the kitchen appliances.

Decision

The claim succeeded. The Adjudicator directed the Home Builder to apologise to the Home Buyer; fully replace the white banister at the Property with an oak top; pay the Home Buyer £300.00 in compensation for inconvenience; and within three months from the date of the Home Buyer's acceptance of the final decision, investigate the Home Buyer's complaints concerning the fence and kitchen appliances, and provide the Home Buyer with a written response detailing the outcome of its investigations.

Complaint

The Home Buyer stated that there are over 30 issues with the Property, and the Home Builder has been slow to resolve the issues. There main issues concern water ingress and damp formation, and cold air entering the Property from external wall cracks. The Home Builder cancelled a number of appointments, some cancellations were made without any notice or update to the Home Buyer and the Home Builder has not provided the Home Buyer with updates on the progress of proposed remedial works.

Defence

The Home Builder submitted that it had addressed some of the issues considered to be defects, though the works took longer than normal due to the impact of the Covid-19 restrictions. Some of the issues the Home Buyer complained about were caused by alterations the Home Buyer carried out which have voided some parts of the NHBC warranty. It has had numerous email exchanges and visits with the Home Buyer

Findings

The Adjudicator found that the complaints concerning snagging issues and defects at the Property fell outside the scope of the Scheme and could not be adjudicated upon. On balance, the evidence showed that the Home Builder had carried out reasonable steps to address the Home Buyer's complaint, and the Adjudicator did not consider that the Home Builder had breached Code Section 5.1.

Decision

The claim did not succeed, and the Adjudicator did not make any direction for further action from the Home Builder.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.1, 1.2, 1.3, 1.5, 2.1, 2.4, 3.2, 4.1, and 5.1 of the Code. Specifically, the Home Buyer submits that the company provided a “poor customer experience”, failed to make the Home Builder aware of the Code, and did not have a complaint handling procedure. In addition, the Home Buyer submits further that the Home Builder did not complete the hard landscaping in accordance with the pre-sales information, fitted incorrectly sized garage doors, and buried manholes/drain access covers.

Defence

The Home Builder disputes the claim and submits further that in relation to the primary, index, allegations, the Home Buyer has not suffered any financial loss. Specifically, in relation to the first primary allegation, whilst the Home Builder admits that it did not provide the required information in relation to the Code, it apologises and submits that it will ensure that all new customers receive this information. In relation to the second primary allegation (edging and hard landscaping), it submits that it would agree to “add further gravel board if there are further areas that [the Home Buyer] believes are not being retained” and states that it has already made this offer to the Home Buyer.

The Home Builder submits further that it communicated a variation to its customers in relation to the gravel driveway around November 2018 and that the “CGIs” showing the tarmac for the first five metres of the access road and gravel thereafter were provided to the Home Buyer. In relation to the third primary listed issue (the garage doors), however, the Home Builder disputes that the Home Buyer was misled and submits that the doors provided are “industry standard”.

In relation to the fourth primary allegation (manhole/access covers), the Home Builder submits that “there are no access chambers buried in the field”, however, it acknowledges that some inspection chambers “in the gardens of plots 4 and 7” are “covered in turf for aesthetic purposes” but states further that the turf can be “easily rolled back to gain access” if/when required. The Home Builder admits, however, that a digger was driven over one of the manholes/access covers, “dislodging it” but states that it is “arranging for this to be re-attached” with a contractor, however, the works/fix required has been delayed due to the Covid-19 emergency.

Findings

The adjudicator found that the Home Builder breached 1.1, 1.2, and 5.1 of the Code.

Decision

The claim succeeded and the adjudicator awarded £300 for inconvenience, an apology and requested a written explanation be provided to the home buyer.

Complaint

The Home Buyer stated that he experienced substantial delays in relation to completion of the property. The Home Buyer also stated that completion was originally planned for March or April 2020, but this did not happen until October 2020 and the Home Builder relied on Covid-19 as an explanation. The Home Buyer stated that this delay has resulted in costs being incurred. The Home Buyer also stated that the Home Builder produced misleading marketing information in relation to the property. The Home Buyer further submitted that his complaint was not dealt with appropriately.

Defence

The Home Builder stated that the Home Buyer was not provided with misleading information relating to the property. The Home Builder also stated that the delay to completion of the property was due to bad weather and Covid-19 restrictions and that the Home Buyer was given reliable and realistic information about completion of the property. The Home Builder submitted that the Home Buyer's complaint was dealt with appropriately and denied that there was any breach of the Code.

Findings

The adjudicator found that the Home Builder did not provide the Home Buyer with misleading or inaccurate sales or advertising material. Furthermore, the Home Buyer was adequately informed of the delay to the completion of the property. The adjudicator also found that the Home Buyer's complaint was dealt with in a timely manner and escalated when requested. The adjudicator did not identify any breach of the Code.

Decision

The Home Builder was not in breach of any section of the Code and, as such, the claim did not succeed. The Home Buyer was not entitled to any of the remedies sought.

Complaint

The Home Buyers say that they were notified by the Home Builder in September 2020 that the soil used in their back garden was contaminated and would not pass off the local authority's sign-off requirements. The Home Builder has offered to remediate this issue by "completely taking their garden apart, replacing the contaminated soil and finally restoring the garden to its current state".

The Home Buyers say that they were not told that this would happen when the Builder first discovered it and had spent large sums of money on their garden. They do not know precisely what work will be done, there is a dispute about the replacement work that will be done to the decking and they have been given repeated inaccurate information about when any remediation will be completed. They feel threatened by being told that they will be in breach of a planning condition notice.

Defence

The Home Builder says that it is under an planning obligation to the Council to replace the soil and must do so. The Home Builder says that it has been proactive throughout this issue and has kept all customers at the development up to speed. It has been clear and concise and explained all options and outcomes to the Home Buyers. including telephoning the Home Buyers to explain the Breach of Condition Notice and how the matter could be resolved.

He provided the relative information and explained the customer options should access be granted or withheld. The script provided to the adjudicator by the Home Builder was followed but the Home Buyers said that they would not be allowing access.

Findings

The adjudicator found that there was a breach of sections 2.1, 4.1 and 5.1 of the Code. The Home Builder was in control of the provision of contaminated soil and, even though the Builder was unaware of the problem at the time of the contract, it is a matter that would have affected a purchasing decision. As this was not a third party issue, the potential need to replace the soil should have been explained under section 2.1. Moreover, when the issue arose, the Home Buyers did not know who to talk to and were not given information about that to do. No complaints procedure was in place. The adjudicator found breaches of sections 4.1 and 5.1.

Decision

The claim succeeded. The Home Buyers were awarded £500 for inconvenience caused by the breaches for the Code. This was different from the promise of £500 by the Home Builders to compensate for disruption to the Home Buyers' garden if they permitted the work to be carried out. The adjudicator directed the Home Builder to - within 14 days of the date

when the Home Buyers agree that they accept the Final Decision, explain to the Home Buyers in writing and with reasons:

- The precise plan for the work to be undertaken in their garden,
- Whether the Home Buyers' concerns about the proposed replacement decking can be accommodated and, if not, why not, and
- The date or timescale within which the Home Buyers can expect the work to be completed.

Complaint

The Home Buyer stated that she understood at Reservation time that her garden would be level and landscaped.

Upon taking occupation she identified a large slope at the end of the garden; this made a section of the garden unusable and reduced the size overall.

Complaints to the Home Builder were not accepted and it insisted the garden was as per contract drawings.

The Home Buyer sought to have the Home Builder level her garden or pay £2,200.00 in compensation to cover the cost of her doing the work with her own resources.

Defence

The Home Builders denied liability, on the basis that :-

- The presence of a banked slope to the garden was evident in the plans and drawings shown to the Home Buyer.
- Landscaping additional to the layout shown on the drawings is deemed a chargeable extra that should be paid for at the time of reservation. The Home Builder has no record of the Home Buyer requesting such extra landscaping.
- The Home Buyer viewed the property on three occasions prior to taking possession.
- The Home Buyer had discussed the layout of the garden with its site manager and the existence of a banked slope was identified.

Findings

The adjudicator found that the banked slope was clearly shown on the contract drawings. The Home Builder explained to the Home Buyer at Reservation stage that any extra landscaping works would be for the Home Buyer's account. The adjudicator did not find that the Home Builder had breached section 2.1 of the Code.

Decision

The claim did not succeed.

Complaint

For a period of one year after he purchased his flat, the Buyer had experienced rainwater penetration through his apartment roof in rainy weather. This damaged the property and his belongings. Although the Home Builder took some steps and told the Home Buyer that the problem would be resolved, including undertaking gas detection investigation to find the leak, rain was still coming in. The Home Buyer was given inconsistent information about what would happen to remediate and when. Notwithstanding that the NHBC were involved as to the standard of construction, the Home Builder did not keep the Home Buyer informed and made promises about action that was not undertaken. The Home Buyer did not know what was happening.

Defence

The Home Builder did not file a defence

Findings

Although the Home Builder did not supply a narrative explanation of the state of affairs affecting the Home Buyer's flat, the correspondence submitted showed that the problem of leakage had been going on for a very long time without resolution and without a clear timetable for the carrying out of repairs. Although the problem was difficult to pinpoint, it was of long-standing and no reliable information had been given by the Home Builder as to why the remedial work already undertaken had failed or when further work would be done. The adjudicator also found from the correspondence that the customer had repeatedly to ask for information from the company, which was not forthcoming. The adjudicator found a breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was required to apologise to the Home Buyer in writing for its breach of section 5.1 of the Code; to explain to the Home Buyer in writing as to (1) the information that the Home Builder had about the reason that water was leaking through the roof of his flat, (2) the steps that would be needed to be taken to prevent this, (3) when this work would be done, (4) how long the work would take, and (5) what disruption this would cause for the Home Buyer; to take practical action to carry out such remedial work as was found to be necessary to resolve the leak in the Home Buyer's roof in accordance with the steps explained and timetable provided to the Home Buyer. The Home Builder was also directed that if this remedial work could not be carried out within four weeks of the provision to the Home Buyer of the explanation referred to, the Home Builder should also explain the reasons for this in writing, and if, having given an indication of the dates when work would be carried out there was a further delay or disruption, the Home Builder was required to explain in advance the reasons for this to the Home Buyer in writing. The Builder was also required to pay compensation of £300.00.

Complaint

The Home Buyers submitted that the Home Builder did not tell them that there would be a significant drop in the right hand side of the garden and that the garden levels would be inconsistent throughout. The Home Builder had confirmed that it did not provide the required information. They were told at the time of reservation that there would be a small and barely noticeable drop in the garden that it could be remedied if needed. The Home Builder did turf the rear garden, but did not address the slope or inconsistent levels when doing so. They argued that the Home Builder breached Sections 1.4, 2.1 and 2.6 of the Code.

The Home Buyers' comments on the Home Builder's Defence were that certain documents produced by the Home Builder were not presented at the time of reservation. The first three meters of the garden were not level. £8,000.00 of the claim related directly to levelling of the garden.

The Home Buyer sought that the Home Builder apologise and pay compensation of £12,500.00.

Defence

The Home Builder submitted that one of the Home Buyers attended the reservation checklist appointment in person. All buyers are informed that the rear garden will be level for 3 meters from the back of the house before any rise or fall in levels. The Home Buyer was shown the garden levels at the reservation meeting and signed to confirm seeing the relevant drawings. She gave no indication that she did not understand what she was being shown. When the Home Buyers raised a complaint about the levels in the garden, they were offered as a settlement that the garden would be rotavated and turf would be laid. No formal response was received to this proposal, but the Home Buyers allowed the work to be performed. The Home Builder's staff received regular training. The levels in the garden had been constructed in accordance with the plans shown to the Home Buyer at the time of reservation. The compensation claimed by the Home Buyer included work that would result in betterment.

The Home Builders had previously rotavated and turfed the garden as a settlement.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by assuring the Home Buyers that the dip in the garden would be "barely noticeable".

Decision

The claim succeeded. However, the adjudicator directed that no remedy could be awarded, as the Home Builder's breach of Section 2.1 of the Code had already been the subject of a prior settlement between the parties.

Complaint

The Home Buyer indicated that her complaint related to the tenure of her neighbouring properties and the construction of an external alleyway outside her Property. The Home Buyer indicated that the external alleyway was not on the site plans and did not have planning permission.

The Home Buyer submitted that the Home Builder's sales manager indicated to her that the neighbouring properties would be 'shared ownership' and definitely not social housing. However, it has now emerged that the properties are used for social housing. The Home Buyer submitted that, following various incidents with her neighbours, she contacted the Home Builder but it did not initially respond to her concerns about this issue. Eventually, when the Home Builder responded, it referred the Home Buyer to the relevant Housing Association as they were best placed to deal with issues of antisocial behavior caused by their tenants.

The Home Buyer submitted that the final plans (post-exchange) may show that the neighbouring properties would be used for affordable housing/rent but she was not made aware of this and relied on the initial plans and verbal statements from the Home Builder's sales manager and now feels that she was misled on this issue. The Home Buyer also submitted that the external alleyway outside her Property is used by the affordable housing occupants and she has therefore had to spend additional money on security.

The Home Buyer also submitted that she discovered that this external alleyway did not receive planning permission. In any event, the Home Builder has now agreed to revert the alleyway back to the original planning permission. The Home Buyer also submitted that she was offered some 'red robin' trees to provide screening to the garden but this was not formally accepted. As a result of this matter, the Home Buyer asserted that the Home Builder breached sections 1.5, 2.1, 3.1 and 5.1 of the Code. Therefore, the Home Buyer claimed for the Home Builder to provide compensation in the total sum of £3295.15 and to take practical action to correct an external alleyway.

Defence

The Home Builder did not accept that it has breached the Code. With regards to sections 1.5 and 2.1 of the Code, the Home Builder submitted that the site plan refers to plots 300 to 306 as being 'shared' but a note on the plan clearly states that "This is an artistic interpretation of [site name]. Therefore variations in finishes and exact layout may not be accurate. Please ask your sales persons for the complete specifications. Images are for illustration purposes only". Furthermore, the Home Builder submitted that the Home Buyer was shown Planning Layout 1044-R2-102 Revision C18 (Evidence D1), which shows Plot 300 to be 'Shared Ownership' and Plots 301 to 306 to be 'Rented'. In relation to the Home Buyer's statement that the tenure of plots 300 to 306 was discussed with a Sales Manager, the Home Builder submitted that Clause 7 of the Reservation Agreement expressly states that if material reliance is to be placed on any spoken statements made by a [home builder's] representative, details of those statements should be provided to the Home Buyer's Solicitors (but this was not done).

The Home Builder went on to state that The Conveyance Plan for Plot 296 (Evidence D3) as signed by the Home Buyer also clearly shows Plot 300 to be 'Affordable – Shared Ownership' and Plots 301 to 306 to be 'Affordable – Rent'. In any event, the Home Builder submitted that it has taken all reasonable steps to assist the Home Buyer with her complaints by arranging meetings with the Housing Association and offering to plant trees to provide some screening (however, this offer was declined).

The Home Builder accepted that the external alleyway was not shown on the plans and has already agreed to revert this back in line with the planning permission. With regards to section 3.1 of the Code, the Home Builder submitted that the contract for sale meets all the Code requirements. Namely, it submitted that the contract is clear and fair, complies with all relevant legislation and clearly sets out the contract termination rights. As stated above, the alley issue has been accepted and it has agreed to rectify this matter. In relation to section 5.1 of the Code, the Home Builder submits that it has an established system and procedures in place for receiving, handling and resolving complaints. This information is included in the 'Welcome to your New Home' booklet as emailed to the Home Buyer. The Home Builder submitted that it cannot be held responsible for the behaviour of Housing Association tenants and the Code does not permit compensation to be paid for emotional upset and stress. The Home Builder submitted that it has already agreed to amend the alleyway in question. Consequently, the Home Builder did not accept any further liability to the Home Buyer.

Findings

Upon careful examination of all the available submissions, the adjudicator acknowledged that some of the Home Buyer's concerns appeared to relate to matters falling beyond the set requirements of the Code. The adjudicator made it clear that this did not mean that the Home Buyer's entire claim was invalidated (as concerns falling within the scope of the Code/scheme had also been included in the application). Accordingly, the adjudicator appropriately clarified this issue and carried out a thorough examination of the alleged Code breaches. After review of the evidence provided, the adjudicator was unable to find adequate evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence appeared to illustrate that the Home Builder had appropriately met its obligations under section 1.5, 2.1, 3.1 and 5.1 of the Code and its overall actions (when considered holistically) did not amount to any material breaches of the Code. Specifically, it was evident that the Home Builder had adhered to its informational requirements under sections 1.5, 2.1 and 3.1 of the Code and it had the required service processes in place under section 5.1 of the Code. Consequently, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer said that he believed that his garden would be flat, whereas it has two cross-gradients and six steps. This was not explained to him at any time before purchase and is a matter of inconvenience. The plans shown to the Buyer at reservation did not mention the slope or steps. The Reservation Agreement says that the Buyer was shown the levels and landscaping plans for the Home, whereas it is now agreed that this was not supplied and nor was the Buyer told about this subsequently at any stage before exchange of contracts. He discovered the gradient only at the home tour. The Home Buyer wanted: An apology; an explanation and compensation of £5,648.00.

Defence

The Home Builder denied liability on the basis that the Home Buyer's solicitor should have been able to notice this and there was no financial loss. The Home Builder also said in response to the Proposed Decision that the slope was unimportant.

Findings

The adjudicator found that the fact that the signing of the reservation Agreement is part of the sales and marketing activity and the fact that this stated that the levels and landscaping plan had been shown when it had not been, was a breach of section 1.5 of the Code. It was reasonable for the Buyer to think on the basis of the materials that he had seen (which did not suggest a slope or steps) that the garden of the Home would be flat. The presence of a slope and steps in the garden is a matter that would affect a prospective purchaser's buying decision (consistently with a reference to this in the Reservation Agreement).

The adjudicator also found a breach of section 2.1 of the Code. The Builder submitted evidence in response to the proposed decision that the effect of the slope and steps was not significant. The Home Buyer indicated that he did not agree with this but did not have an opportunity to put in additional evidence. The adjudicator found that there was no reason why this evidence could not have been given in the defence so that the Home Buyer could respond. She did not attach weight to this new evidence at the end of the process. Contrary to the Home Builder's submission, the adjudicator also found that there was a financial loss because the Home Buyer would have to spend money to put right the problem. Putting right the breaches of the Code is a matter for which compensation is payable under the Scheme.

However, the Home Buyer had only put forward one estimate whereas the rules require that there should be three. Although the Home Buyer gave the reason for this as being due to the pandemic, and said it was a struggle to get quotes, he had not said or given evidence that it was impossible. The adjudicator found in these circumstances that it was fair and reasonable to treat the quote given as a median and assessed that it was likely that there would be a variation of cost plus or minus 1/8th. Consequently, the adjudicator reduced the compensation claimed for the work to be done by one eighth. Additionally, the adjudicator directed an apology, but found that an explanation was not then necessary.

The adjudicator also awarded compensation for inconvenience of £250.00, noting that the Buyer's claim for compensation had been formulated by reference to the Consumer Code for New Homes - a different scheme under which the maximum award for inconvenience was £1000.00..

Decision

The Home Builder was directed to make an apology in writing and pay compensation of £4754.50.

Complaint

The Home Buyer stated that he experienced problems with flooring on the ground floor of his new property.

That upon complaining to the Home Builder, remedial work was done to the flooring. The Home Buyer believed that the two-year warranty would be reset for a further two years in respect of the flooring.

That subsequently the flooring suffered further problems and defects, but the Home Builder refused to remedy them a second time asserting that the warranty had expired.

The Home Buyer sought to have the Home Builder repair the floor again or pay him £4,147.78 in compensation to cover the cost of him doing the work with her own resources.

Defence

The Home Builders denied liability, on the basis that :-

- The Home Buyer complained of discoloration to the flooring after 23 months of the original 24-month warranty. The Home Builder arranged for its flooring sub-contractor to remedy the defects.
- That a further 2 years later in November 2020, the Home Buyer approached the sub-contractor directly claiming defects had reappeared, and the sub-contractor as a gesture of goodwill undertook some remedial actions but failed to fully rectify the problems to the satisfaction of the Home Buyer.
- The Home Buyer subsequently approached it to undertake remedial works not completed by the sub-contractor.
- The Home Builder states the original 2-year warranty was not extended for the flooring as from November 2019 and thus it declines to repair the floor again.

Findings

The adjudicator was not persuaded that the Home Buyer has established on a balance of probabilities that the flooring defects are the result of faulty workmanship or materials supplied by the Home Builder or his sub-contractors.

Any defects remedied by the Home Builder do not lead to an automatic extension of the two-year warranty period.

The adjudicator did not find that the Home Builder had breached section 4.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that he has experienced a “fault with two garage personnel doors” below the Property. The Home Buyer states that the doors were not installed correctly (specifically, straps were used as opposed to direct fixings, contrary to the manufacturer’s installation instructions) and that as a result, the Home Buyer has experienced noise and vibration when the doors are used. The Home Buyer states further that despite raising the issue with the Home Builder, the issue has not been resolved to date and the Home Buyer submits further that he experienced poor complaint handling/customer service.

The Home Buyer states further that he raised the issue with the National House Building Council (the “NHBC”) as he claimed that the Home Builder had failed to comply with “NHBC technical standards and Building Regulations”, however, the claim was not upheld. Nevertheless, the Home Buyer submits that this decision is “subject to a dispute”. The Home Buyer submits further that the Home Builder failed to provide an “accessible after-sales service” and did not send “an appropriate representative to the NHBC resolution meeting” (specifically, he states that the site manager in attendance “was not in post when the property was built and was therefore unable to provide acceptable answers” to the Home Buyer’s questions).

The Home Buyer requests that as the Home Builder “has been given more than sufficient opportunity to rectify the issue in question” and has failed to do so to date, the Home Builder pay him £5041.00 as compensation.

Defence

The Home Builder has not responded to the Home Buyer’s claim. The copy correspondence provided, however, indicates that the Home Builder declined the Home Buyer’s complaint as the door manufacturer confirmed to the Home Builder that “the use of straps to fix the doors is an acceptable installation method and would not invalidate any warranties”. The copy correspondence indicates further that the Home Builder opines the issues described “are due to the way the door is being used by the resident of the neighbouring property” and that the owner of the neighbouring property has offered to “fund mediation” between the Home Buyer and the occupant below “to try to resolve the dispute”.

Findings

The adjudicator found that the Home Builder breached s.5.1 of the Code.

Decision

The claim succeeded (in part).

Complaint

The Home Buyer stated that the Home Builder installed a boundary fence at the Property incorrectly in a manner that does not conform to industry standards. The Home Builder breached Code Section 5.1 in not resolving the complaint, it misled regarding the charges payable to access the IDRS, and correspondence from its solicitors was disrespectful.

Defence

The Home Builder submitted that it did not consider that any further works were required to the fence in question, it apologised if the Home Buyer found correspondence from its solicitors disrespectful, and it disputed the alleged breach of Code Section 5.1.

Findings

The Adjudicator found that the complaint concerning the incorrect installation of the fence at the Property fell outside the scope of the Scheme and could not be adjudicated upon. The evidence showed that the Home Builder had responded to the Home Buyer's complaint within a reasonable period of time, and the Adjudicator did not consider that the Home Builder breached Code Section 5.1.

Decision

The claim did not succeed, and the Adjudicator did not make any direction for further action from the Home Builder.

Complaint

The Home Buyer submitted that he experienced multiple build-quality issues with his Property before and after moving in (which he reported to the Home Builder to rectify). The Home Buyer also felt that he had experienced bad customer service, ethical/moral breaches and gross negligence from the Home Builder. As a result, the Home Buyer asserted that the Home Builder breached sections 4.1, 4.2, 5.1 and 5.2 of the Code. Therefore, the Home Buyer sought for the Home Builder to provide an apology, an explanation, compensation in the total sum of £15,000.00 and to take some practical remedial action.

Defence

The Home Builder did not accept that it breached the Code. The Home Builder denied that it had breached section 4.1 of the Code and stated that its Customer Charter clearly details its set procedure for handling genuine complaints. The Home Builder submitted that the Home Buyer made numerous spurious allegations in relation to the build-quality of the Property (which need to be directed to the NHBC warranty process as they fall outside the remit of the Code).

The Home Builder submitted that it fully complied with its Customer Charter and dealt with all genuine complaints within the specified timescale. The Home Builder reiterated that allegations of building defects are not covered by the Code. In relation to section 4.2 of the Code, the Home Builder submitted that it complied with all health-and-safety legislation and there is no evidence of any breach in relation to the law or Code. The Home Builder also submitted that the Home Buyer was duly provided with a health-and-safety file upon completion. With regards to section 5.1 of the Code, the Home Builder submitted that the Home Buyer's build-quality/defect allegations do not fall within this section of the Code.

Nevertheless, the Home Builder submitted that the available evidence demonstrates that it addressed the Home Buyer's concerns appropriately. The Home Builder confirmed that it has a complaint procedure in place as required by the Code. Specifically, the Home Builder submitted that, following completion, the Home Buyer was allocated a customer care representative as a point of contact to deal with any snagging issues and to address any other queries. The Home Buyer was provided with an email address and telephone number to contact his representative if necessary. In addition, the Home Builder submitted that it has a dedicated email address for each region that Home Buyers are able to contact. The complaints procedure was explained at reservation and following completion of the Property.

The Home Builder submitted that the available evidence shows that a representative of the Home Builder's Customer Services team has addressed the Home Buyer's complaints. The Home Builder's representatives made 27 visits to the property to inspect alleged defects. This demonstrates that the complaints were not ignored. The Home Builder submitted that it has always been responsive to the Home Buyer's genuine complaints. The fact that a complaint may not have been resolved to the Home Buyer's satisfaction does not mean that the complaints procedure has not been correctly followed and/or complied with. In relation to

section 5.2 of the Code, the Home Builder submitted that it has fully co-operated with professional advisors.

The Home Builder submitted that it has provided evidence of letters from Gateley (who act for the Home Builder) to the solicitors acting for the Home Buyer. They clearly state that if any alleged defects occur and the customer is not happy with the Home Builder's response, the matter should be referred to the NHBC under the free 10 year NHBC Buildmark Warranty which provides for a NHBC inspector to visit the Property to inspect any alleged snags/defects. The NHBC inspector will then identify whether any faults exist and, if they do, order the Home Builder under Rule 27 of the NHBC Rules to carry out the works. The Home Buyer has refused to avail himself of this free process and incurred unnecessary professional costs which are now rejected by the Home Builder.

The Home Builder submitted that the Code does not contain any requirements or provide guidance on 'general' breaches. The Home Builder submitted that it rejects the Home Buyer's claim in its entirety. However, as a gesture of goodwill only (without acceptance of any liability), the Home Builder submitted that it would be prepared to replace a post in the Home Buyer's garden fence which has become dislodged/misaligned.

Findings

After thorough investigation of all the evidence provided, the adjudicator noted that some of the Home Buyer's concerns appeared to relate to matters falling beyond the set requirements of the Code. The adjudicator made it clear that this did not mean that the Home Buyer's entire claim was invalidated (as concerns falling within the scope of the Code/scheme had also been included in the application). Accordingly, the adjudicator appropriately clarified this issue and carried out a detailed analysis of the alleged Code breaches.

Following review of the evidence provided, the adjudicator was unable to find sufficient evidence to prove any actual Code breaches on the part of the Home Builder. To the contrary, the available evidence appeared to illustrate that the Home Builder had appropriately met its obligations under sections 4.1, 4.2, 5.1 and 5.2 of the Code and its overall actions (when considered holistically) did not amount to any material breaches of the Code. In particular, it was clear that the Home Builder had adhered to its obligations under the Code and it had the required service/informational/co-operational processes in place under sections 4.1, 4.2, 5.1 and 5.2 of the Code. Accordingly, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer relied on two alleged breaches of the Code: misleading sales advice (which relates to section 1.5 of the Code); and incorrect purchase information (which relates to section 2.1 of the Code). The Home Buyer submitted that the Home Builder was in breach of these sections of the Code in failing to provide a gated entrance to the development. The Home Buyer stated that the information provided indicated that the development would be gated and that no indication to the contrary was provided by the Home Builder.

Defence

The Home Builder acknowledged that the Home Buyer was initially provided with an incorrect sales brochure which made reference to a gated entry. The Home Builder nonetheless submitted that this brochure was indicative only and that the Home Buyer was provided with correct plans which did not show gates. The Home Buyer further submitted that it was not under an obligation to provide details of external development features and, in any event, accurate development plans of external features were provided.

Findings

The adjudicator found that the Home Builder was in breach of section 1.5 of the Code in providing, in error, sales and marketing information to the Home Buyer that was not truthful. The adjudicator did not find that there was a breach of section 2.1 of the Code. The Home Buyer suffered inconvenience as a result of the Home Builder's breach of section 1.5 of the Code.

Decision

The Home Builder was in breach of section 1.5 of the Code. The adjudicator directed that the Home Builder pay the sum of £250.00 to the Home Buyer.

Complaint

The Property suffers from “excessive noise and disturbances coming from the roof”. The Home Buyer submits further that despite raising the issue with the Home Builder, however, the Home Builder has failed to rectify the issue to date and the issue has caused him and his household significant inconvenience and sleepless nights (especially in bad weather).

The Home Buyer submits further that the Home Builder failed to deal with his complaint effectively and failed to make the Home Buyer aware of its complaints procedure or dispute resolution arrangements (in breach of s.5.1 of the Code). The Home Buyer states further that the Home Builder breached s.5.2 of the Code as it refused “to accept any findings from the Home Buyer’s professional contractors and advisors”.

Defence

The Home Builder submits that the primary issue concerns an “alleged defect and proposed remedial works” and as such, CCHBIDRS “is not the appropriate forum to determine such issues”.

The Home Builder submits further that the National House Building Council (the “NHBC”) has already considered the primary issue and “has found no breach to be present” - and it states that the Home Buyer’s claim was rejected by the NHBC in 2017 and 2019. The Home Builder states further that it did not breach s.5.1 of the Code and that it has a complaints procedure in place, that the Home Buyer was made aware of it, and that it engaged with the Home Buyer in relation to the complaint and “endeavoured to respond within reasonable timescales”.

The Home Builder states further that it did not breach s.5.2 of the Code and that whilst it is “not aware of the professional qualifications of [the] contractors instructed” by the Home Buyer, it, nevertheless, “repeatedly inspected and investigated the customer’s concerns... using 2 different contractors”. The Home Builder submits further that in any event, the quotations provided “are not independent and simply address the issue of quantum as opposed to liability” and that the matter “requires the expertise of an independent building surveyor”.

Findings

The adjudicator found that the Home Builder breached s.5.1 of the Code.

Decision

The claim succeeded (in part).

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4.1 and 5.1 of the Consumer Code for Home Builders, for not rectifying the fencing problem that was raised and for not dealing with the complaint in a satisfactory way.

The Home Buyer sought:

- a. The Home Builder to rectify defects associated with the fence including realigning the boundary/boarder with the neighbour, changing a broken fence panel, straightening the fence, changing the gate, and ensuring all concrete gravel boards are in the ground to prevent vermin entry into the garden.
- b. The Home Builder to apologise to the Home Buyer in relation to the fencing issues.
- c. The Home Builder to provide an explanation to the Home Buyer in relation to the fencing issues.
- d. In the alternative to the Home Builder undertaking the above fencing work, the Home Builder to pay the Home Buyer £2500 to allow the Home Buyer to procure the work themselves.

Defence

The Home Builder denied liability, on the basis that:

- The issues raised by the homeowner do not constitute a defect under the terms of the two year builder defect warranty.
- They have repeatedly communicated with the customer to explain why they have taken the stance they have.

Findings

The adjudicator found that:

- The Home Builder has breached requirements under the Consumer Code for Home Builders sections 4.1 and 5.1.
- The reasons given by the Home Buyer are not sufficient to justify the remedial works sought as they relate to defects which are outside the scope of this adjudication.
- The reasons given by the Home Buyer are not sufficient to justify the £2500 sought as this relates to defect rectification which is outside the scope of this adjudication.
- The reasons given by the Home Builder are sufficient to justify the apology and explanation sought from the Home Builder.

Decision

The claim succeeded.

In view of the breach of sections 4.1 and 5.1 of the Code, the adjudicator directed the Home Builder to:

Write to the Home Buyer to apologise and explain why a system and procedures for receiving, handling and resolving the Home Buyer's service calls and complaints was not in place and why an accessible after-sale service was not provided.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.6 because it did not refund the full amount of reservation fee to her. It did not tell her that the reservation was subject to an expiry period, and it told her that it would refund the reservation fee to her in full, if the sale of her property fell through due to no fault of hers.

Defence

The Home Builder stated that the terms and conditions of the reservation, which the Home Buyer agreed to, entitled it to cancel the reservation if the sale of the Home Buyer's property (which sale was required in order for her to purchase the Property concerned in the claim) fell through. Under the terms, it was also entitled to deduct its Solicitors fees from the reservation fee.

Findings

The Adjudicator found that the Home Buyer had not provided sufficient evidence to prove that she was not aware of the full terms of the reservation. The Adjudicator was unable to disregard the terms of the reservation as the Home Buyer had requested, and the Adjudicator found that the terms of the reservation entitled the Home Builder to deduct its Solicitors fees from the reservation fee and to re-market the Property as it had done.

Decision

The claim did not succeed, and the Adjudicator did not direct the Home Builder to take any further action.

Complaint

The Home Buyer stated that he discovered a deep scratch in a pane of glass in the rear patio door and raised this with the Home Builder as soon as possible. The Home Buyer stated that he was provided with a form at the time of moving into the property, however, the condition of the glazing was not acknowledged on this form and the Home Builder did not follow this up. The Home Buyer stated that the Home Builder was in breach of section 4.1 of the Code as no after sales service was provided. The Home Buyer also stated that the Home Builder was in breach of section 5.1 of the Code as no effort was made to address his complaint.

Defence

The Home Builder submitted that the scratch to the patio door glass did not amount to a latent defect and that this was only reported by the Home Buyer some 8 months after completion of the Property. Furthermore, the Home Builder stated that this was not recorded by the Home Buyer on the Quality Assurance form. The Home Builder further stated that it corresponded with the Home Buyer on several occasions and informed him that it was not responsible for this defect. The Home Builder stated that the Home Buyer escalated his complaint, and this was adequately responded to. The Home Builder stated that it was not in breach of the Code.

Findings

The Home Builder adequately responded to the alleged defect in a timely manner and the adjudicator found that the quality of the response was adequate based on the lack of damage noted on the Quality Assurance form. As such, there was no breach of section 4.1 of the Code. As for section 5.1 of the Code, the Home Buyer was adequately informed of the complaint handling procedures and the adjudicator found that the complaint was appropriately responded to. As a result, there was no breach of section 5.1 of the Code.

Decision

The Home Builder was not in breach of any section of the Code and, as such, the claim did not succeed. The Home Buyer was not entitled to any of the remedies sought.

Complaint

The Home Buyer submitted that he entered into a reservation agreement for the Property. Inadequate information about the Property and the costs of purchase were provided. He complained to the Home Builder, but the Home Builder's response was to terminate the reservation. The Home Builder argued that the date for exchange of contracts had been missed, but the reservation agreement did not stipulate a specific date, and neither he nor his solicitor were aware of such a date. The Home Builder had not returned his reservation fee. He argued that the Home Builder had breached Sections 1.3, 1.5, 2.1, 2.6, 3.2, 3.4, 5.1 and 5.2 of the Code.

The Home Buyer sought for the Home Builder to apologise and provide an explanation, and either provide a suitable replacement property plus financial compensation, or pay compensation of £15,000.00.

Defence

The Home Builder submitted that it denied that it had breached the Sections of the Code identified by the Home Buyer. The Reservation Agreement specified a date for exchange of contracts of 12 February 2021. The Home Buyer gave notice to terminate the reservation. In the alternative, the Home Builder was within its rights to refuse to renew the reservation after the deadline for exchange of contracts expired. The Home Builder acknowledged that the reservation fee was not refunded to the Home Buyer. This was an oversight and had now been rectified.

Findings

The adjudicator found that the Home Builder breached Section 2.6 of the Code by providing a Reservation Agreement without all the required information, and Section 5.2 of the Code by failing to respond to a representative of the Home Buyer.

Decision

The claim succeeded. The adjudicator directed that the Home Builder must apologise to the Home Buyer for failing to provide the copy of the Reservation Agreement required by the Code and for failing to respond appropriately when his mortgage broker made contact on his behalf, and must pay the Home Buyer compensation of £500.00.