



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 Builder 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 miss-sold 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 Buyer 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.

Complaint

The Home Buyer felt that the Home Builder did not adequately advise her (at the pre-purchase stage) of the Property's legal boundary line and the location of her neighbour's car parking space. In particular, the Home Buyer indicated she did not realise that her neighbour's car parking space would be partially in front of her main door.

The Home Buyer therefore asserted that the Home Builder had breached sections 2.1 and 2.6 of the Code. In light of the above, the Home Buyer felt that she should be entitled to a payment in sum of £15,000.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder submitted that the Home Buyer is in constant contact with it regarding issues such as a neighbourhood cat coming into her garden. The Home Builder confirmed that it is always patient and placid with the Home Buyer.

The Home Builder submitted that it provided the reservation agreement, the conveyance plan, a transfer document signed by the Home Buyer (including plan) and copies of correspondence (for inspection by the adjudicator). The Home Builder confirmed that there have been no changes to any of the locations of the parking spaces for the Home Buyer's neighbours.

In order to clarify any confusion, the Home Builder expressly confirmed that the parking space locations have always been the same (from reservation to the present). Furthermore, the Home Builder submitted that the Home Buyer's conveyancing solicitor would have more details relating to the information provided to the Home Buyer in relation the extent of the legal boundary lines. Accordingly, the Home Builder did not accept that the Home Buyer was entitled to a payment of £15,000.

Findings

After close inspection of the available papers, the adjudicator noted that some of the Home Buyer's concerns touched upon matters falling beyond the set requirements of the Code. The adjudicator explained that this did not mean 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).

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 illustrated that the Home Builder had appropriately met its obligations under sections 2.1 and 2.6 of the Code and its 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 obligations under the Code and the requirements (relating to information provision and terms) under sections 2.1

and 2.6 had been considered and appropriately followed by the Home Builder. Consequently, the adjudicator was 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 she previously raised a complaint to the Home Builder about a mismatch in the slabs in her patio. The Home Builder agreed to replace the slabs, but had used substandard slabs. The Home Builder was refusing to replace them.

The Home Buyer sought that the Home Builder replace the stained, discoloured flags with matching flags, or pay the cost of work arranged by the Home Buyer.

Defence

The Home Builder's position was that it had fulfilled its obligations under the Code.

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 Code Section 1.5 because it incorrectly advertised the carpet for the Home Buyer's Property as an upgrade, however within four months of the Home Buyer moving into the Property, the carpets "flattened" and discoloured particularly in high traffic areas. The Home Builder had breached the Consumer Rights Act 2015 (the Act) because the carpet was not fit for purpose and was not of satisfactory quality. It breached Code Section 5.1 because it discriminated against her in the complaints process and it delayed in responding to her complaint.

Defence

The Home Builder stated that the Home Buyer had inspected the carpet samples before making her choice, it did not make any representations in relation to the quality of the carpet, the Home Buyer did not raise any written questions regarding the carpet, and the flattening of the carpet pile does not indicate a defect. It denied that it discriminated against the Home Buyer and stated that the Home Buyer had not provided it with sufficient information to enable it consider her complaint about discrimination further. Further, the email correspondence it provided showed that it had regular contact with the Home Buyer through the duration of the complaint.

Findings

The Adjudicator found that the Home Buyer did not provide evidence of any marketing material the Home Builder provided her where it set out any representations regarding the carpet. There was also no evidence of other marketing activity by the Home Builder which showed any assurances, statements or guarantees the Home Builder may have provided in relation to the carpets. The carpet manufacturer had investigated the carpet and did not find a defect. There was no evidence from either party to the complaint showing a breach of Code Section 1.5 or the Act. The Home Buyer's complaint about discrimination fell outside the scope of the Scheme and the Adjudicator could not adjudicate the issue of alleged discrimination. The alleged breach of Code Section 5.1 did not succeed because the Home Builder responded to the Home Buyer's complaint within a reasonable period of time. The Home Buyer complained to the Home Builder on 16 February 2021, the Home Builder responded to the complaint on 24 February 2021 with further correspondence between the parties in April and May 2021 and site visits to the Property during the period of the complaint.

Decision

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

Complaint

The Home Buyers stated that the Home Builder breached Code Section 2.1 because of poor sound insulation at the Property which indicates that the Property was not built to the required standards. It breached Code Section 4.1 because it did not provide them with details of their point of contact in its after sales team, and they were not made aware that a simple matter would take so long to resolve. It breached Code Section 4.2 because it did not provide the Home Buyers with any health and safety information in relation to construction works it carried out on the ground floor after they moved into the Property. It breached Code Section 5.1 because of the length of time from November 2020 to May 2021 it has taken to resolve the matter.

Defence

The Home Builder did not respond to the claim.

Findings

The Adjudicator found that the Home Builder had not submitted a response to the claim, 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 Buyers' complaint concerning poor workmanship fell outside the Code and could not be adjudicated upon.

The Home Builder breached Code Sections 4.1, 4.2, and 5.1, because there was no evidence to dispute the Home Buyers' claim that the Home Builder did not provide them with the required after sales information and failed to respond to their complaint within a reasonable period of time.

Decision

The claim succeeded.

The Adjudicator directed the Home Builder to pay the Home Buyers £200 for inconvenience, and within three months from the acceptance of the final decision, it shall investigate the Home Buyers' complaint regarding the poor insulation and provide the Home Buyers with a written response.

Complaint

The Home Buyer stated that there is a draft within the Property, which has been present for the last 12 months. The Home Buyer stated that this was first reported to the Home Builder, in October 2020, however, the Home Builder has been unresponsive.

The Home Buyer also stated that subcontractors had visited the Property, but the root cause of the draft was not located. The Home Buyer engaged a contractor to carry out a thermal report and this was provided to the Home Builder. The Home Buyer also stated that she was not informed of adequate health and safety precautions that she needed to take or provided with the Home Builder's complaint handling procedures.

The Home Buyer submitted that the Home Builder was taking inappropriate action. The Home Buyer relied on alleged breaches of sections 4.1, 4.2 and 5.1 of the Code.

Defence

The Home Builder stated that it provided the Home Buyer with a handover pack, an NHBC Guide and a letter explaining its after sales service. The Home Builder submitted that the Home Buyer was provided with an accessible service. The Home Builder also stated that it has complied with health and safety requirements and that there was adequate segregation between developed and undeveloped areas of the site. The Home Builder stated that the customer was made aware of the complaints handling process and the Home Builder had acknowledged the complaint raised by the Home Buyer and stated that it was addressing the issue at the Property.

Findings

The Home Builder provided adequate information in relation to its after sales services and numerous correspondence was exchanged between the parties relating to issue at the property. As a result, the adjudicator found that the Home Builder was not in breach of section 4.1 of the Code. The adjudicator found that the Home Builder did not fail to provide health and safety advice in relation to risks to the Home Buyer and, as such, the Home Builder was not in breach of section 4.2 of the Code.

In relation to the handling of the Home Buyer's complaint, insufficient evidence was provided by the Home Builder that the Home Buyer was made aware of the complaint handling process and the dispute resolution arrangements. As such, the adjudicator found that the Home Builder was in breach of section 5.1 of the Code. The adjudicator found that the Home Buyer was entitled to compensate of £100 for the inconvenience caused by this breach and a written apology.

Decision

The Home Builder was in breach of section 5.1 of the Code. The Home Buyer was entitled to a written apology and compensation of £100.

Complaint

The Home Buyer stated that it was not made clear to her during the sales process that the Property would not have a porch and that the garden would not be turfed. The Home Buyer submitted that the Home Builder was in breach of section 2.1 of the Code in failing to provide clear and truthful sales and advertising material in this regard. The Home Buyer submitted that the Home Builder was also in breach of section 2.1 of the Code in failing to inform her that the Property would not have a porch and that the garden would not be turfed.

The Home Buyer further submitted that the Home Builder was in breach of section 5.1 of the Code as the Home Builder did not inform her of their complaint procedure and the Home Buyer's letters and emails were not responded to.

Defence

The Home Builder stated that it would have provided the Home Buyer with a copy of the sales brochure before exchange of contracts, and this would have been available on its website. The Home Builder further stated that there are variations between properties on the development, which was reflected within the sale prices. The Home Builder also stated that the Home Buyer was provided with a checklist, that she signed, confirming that she was shown drawings in relation to the purchase at the point of reservation.

Findings

The adjudicator found that the sales and advertising material provided by the Home Builder were not unclear or untruthful in relation to the porch and the garden. As for the pre-purchase information provided by the Home Builder, the adjudicator found that sufficient information was provided to make a suitably informed purchasing decision. As such, the Home Builder was not in breach of section 1.5 and 2.1 of the Code.

The adjudicator did, however, find that the Home Builder failed to provide the Home Buyer with details of its complaint handling procedures. On this basis, the Home Builder was in breach of section 5.1 of the Code and the adjudicator found that the Home Buyer was entitled to a written apology.

Decision

The Home Builder was in breach of section 5.1 of the Code. The Home Buyer was entitled to a written apology.

Complaint

The Home Buyer stated that the Home Builder failed to provide him with information relating to the Property warranty despite the Home Buyer asking the Home Builder for details relating to complaint handling. The Home Buyer also stated that the company failed to provide him with information about health and safety precautions that should be taken. The Home Buyer submitted that the utility drain was not installed as per the specification. The Home Buyer also stated that there are several defects that the Home Builder failed to remedy, namely defective brickwork and noisy ceilings and floorboards. The Home Buyer also stated that the sewer was not adopted by the local authority as agreed.

The Home Builder relies on alleged breaches of sections 2.1, 2.3, 2.4, 4.1, 4.2 and 5.1.

Defence

The Home Builder stated that the Home Buyer was provided with details of the Property warranty and advised of health and safety precautions. The Home Builder stated that the utility drainage was correctly installed. In relation to the alleged defects relating to the brickwork and the noisy ceilings and floorboards, the Home Builder stated that no remedial works were required. As for the sewer adoption, the Home Builder has stated that this has not yet taken place but does not affect the Home Buyer.

Findings

The adjudicator found that the Home Buyer was informed of the warranty that applied to the property. In relation to the alleged incorrect installation of the utility drainage, there was insufficient evidence to show that there was a deviation from the specification or that there was more than just a minor change to the design. In relation to the sewer adoption, the adjudicator did not find that there was a breach of the Code in relation to the pre-purchase information provided.

The adjudicator found that the Home Builder had failed to provide sufficient advice in relation to health and safety precautions that should be taken and was, therefore, in breach of sections 2.4 and 4.2 of the Code.

The adjudicator clarified that the Scheme could not consider defective works.

Decision

The Home Builder was in breach of sections 2.4 and 4.2 of the Code. The Home Buyer was entitled to a written apology.

Complaint

The Home Buyer complained that the Home Builder breached Code Sections 1.5 and 2.1, because it did not inform him that a 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 Buyer stated that there were snagging issues relating to tiling within the main bathroom. The Home Buyer stated that the Home Builder sent its warranty officer to inspect and recommended that 'spot-fixing' was carried out. However, the Home Buyer submitted that the tiling contractor met with the warranty officer and stated that spot-fixing was not an option. The Home Buyer stated that the tiles received, and the quality of finishing, was completely different to that shown on the Home Buyer's website. The Home Buyer stated that the Home Builder was promised that this matter would be resolved but it was not. The Home Buyer also stated that he was required to chase this on several occasions and received no response.

The Home Buyer alleged that the Home Builder was in breach of sections 1.5 and 5.1 of the Code.

Defence

The Home Builder stated that the tiles to the bathroom were installed in accordance with the contract and that any minor difference in how these tiles were affixed to the walls between the Property and the show home did not amount to a breach of section 1.5 of the Code. The Home Buyer also submitted that the materials used were the same as those selected by the Home Buyer.

The Home Builder submitted that it adequately responded to the Home Buyer's complaint and that it was not in breach of section 5.1 of the Code.

Findings

The adjudicator found that the sales and advertising material provided by the Home Builder were not unclear or untruthful in relation to tiling and there was no evidence that the tiles that were installed had manufacturing defects. As such, the adjudicator did not find that there was a breach of section 1.5 of the Code.

In relation to the Home Buyer's assertion that the Home Builder was in breach of section 5.1 of the Code, the adjudicator found that the Home Buyer's complaint was dealt with appropriately and that there was no breach.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the driveway to the Property suffers from pooling and this “*original snag*”, which was particularly severe “*near the garage entrance*”, was first registered with the Home Builder/site manager within the first year of moving in. Despite raising the issue, however, the Home Buyer submits further that there was “*no update or progress*” until the Home Builder instructed a third-party contractor to remedy the issue. Whilst the Home Buyer acknowledges that - after “*a few days of chasing*”, the Home Builders contractors re tarmaced the driveway (which did “*make amends to correcting the garage issues*”, no new soakaway was installed and the contractors did not level the borders.

The Home Buyer states further that this “*created a major issue to where the drive meets the path*” and the area over the pathway and garden area suffered “*flooding*”. Whilst the Home Buyer acknowledges further that the contractors then returned and carried out further remedial work (including patching in a new soakaway), the Home Buyer submits that the standard of work was poor.

Defence

The Home Builder submits that it was notified of the issue in August 2019 and that it instructed a contractor to investigate and carry out any necessary works. The Home Builder states further that it carried out the works in October 2019 and that whilst the matter was referred to the NHBC, the NHBC determined (in its report of 18 December 2020) that there was no defect present and that no further action was required. Whilst the Home Builder acknowledges that the Home Buyer has raised further concerns about the standard of the remedial work carried out and has again raised these concerns to the NHBC, it submits that it is “*arranging a visit to the Property*” to assess the reported issues and the NHBC “*has scheduled a meeting for...28 July 2021*”.

The Home Builder submits further that if the reported issues are confirmed and remedial works are required, it will carry out the works “*at no cost*” to the Home Buyer. The Home Builder submits further that as the issue is currently under investigation with the NHBC, it should not be considered under the Code.

Findings

The adjudicator found that the Home Builder did not breach a section of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyers stated that a defective pipe the Home Builder installed at the Property failed, leading to an escape of water which caused significant damage at the Property. The Home Buyers stated that the Home Builder breached Code Section 4.1 because it did not inform them that they had access to an emergency plumber via the emergency home cover the Home Builder provides. It breached Code Section 5.1 because of the length of time it has taken to resolve the matter.

Defence

The Home Builder stated that the Home Buyers' claim concerning damage to property fell outside the scope of the Code. It denied that it breached Code Section 4.1. This is because on completion, it provided the Home Buyers with its Homefile which is a detailed home ownership folder which includes the Home Emergency Numbers amongst other information.

It denies that it breached Code Section 5.1. This is because the time required for the Property to dry and Covid-19 restrictions impacted on the time within which remedial works could be completed.

Findings

The Adjudicator found that the Home Buyers' complaint concerning damage to their property fell outside the Code and could not be adjudicated upon.

The Home Builder had not breached Code Section 4.1, because the evidence showed that by the time the Home Buyers moved into the Property, the Home Builder had provided them with the information regarding dealing with an emergency together with the relevant contact details.

The Home Builder breached Code Section 5.1. The Home Builder had not responded to the Home Buyers' complaint regarding the escape of water within a reasonable period of time, given that the Home Buyers complained to the Home Builder on 25 November 2020 and the Home Builder's final response was still outstanding at the date of the decision.

Decision

The claim succeeded.

The Adjudicator directed the Home Builder to pay the Home Buyers £1500 for inconvenience, and within 30 days from the acceptance of the final decision, it shall investigate the Home Buyers' complaint regarding the issues arising from the escape of water and provide the Home Buyers with a written response.

Complaint

The Home Buyers, prior to purchase, requested on several occasions to be supplied with details of the size and gradient/slope of the garden upon completion. The Home Builder responded and stated that the final garden size would be approximately 10M x 10M, and would be flat for the first 3 metres from the house and then slope up over the next 7 metres to meet the garden of the adjoining property.

Upon taking possession of the property the Home Buyers were unhappy with the actual slope of the garden and organised an independent third-party contractor to advise them of the work required to level the garden to make it usable.

The estimated cost of this work is £4,668.00. Some of the work has been completed but is now paused because the contractor is concerned about the lack of an appropriate retaining wall.

The Home Buyers escalated their complaint to the Code Scheme and request that the Home Builder be directed to appoint an independent engineer to examine the need for a retaining wall at the garden, and pay compensation in the amount of £4,668 claiming a breach of Section 2.1 – Pre-purchase information.

Defence

The Home Builder denied liability. It notes that all drawings were made available to the Home Buyers at the time of reservation and that they visited the site of the house and garden on four occasions. The Home Builder notes that the Home Buyers did not complain about the garden until five months after taking possession. The Home Builder denies being in breach of the Code and declines to pay compensation.

Findings

The adjudicator found that the Home Buyers had access to all pertinent drawings before purchase and that the finished ground levels of the plot were shown. The adjudicator is not persuaded that the Home Buyers have established on a balance of probabilities that the Home Builder did not hand over the garden in accordance with the drawings seen by them at the time of reservation or at any time pre-purchase.

The Home Builder had not breached section 2.1 of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that he was misinformed about the use of social and affordable housing plots on the development. The Home Buyer stated that the Home Builder made several representations about the use of this housing that were not true.

The Home Buyer also stated that the Home Builder provided misleading information in relation to the fence and woodland area to the side of the Property. The Home Builder allegedly informed the Home Buyer that this woodland area would be fenced and used only by the management company for maintenance. Instead, this area can be used as a play area for children.

The Home Buyer alleged that the Home Builder was in breach of sections 1.1, 1.4 and 1.5 of the Code.

Defence

The Home Builder stated that the sales brochure for the development that was available online as well as in the sales center clearly denoted eleven affordable units. The Home Builder also stated that any spoken statements that are being relied on should be reduced to writing in order to be incorporated within the contract.

The Home Builder further stated that it was unaware of any misrepresentations made by its staff, and in any event, the Home Buyer did not raise the issue relating to social housing with his solicitor.

Findings

The adjudicator found that the Home Buyer was not provided with misrepresentations or misleading information in relation to the use of the social housing plots on the development.

On this basis, the adjudicator did not find that the Home Builder was in breach of sections 1.1, 1.4 or 1.5 in relation to the social housing plots on the development.

In relation to the use of the woodland area, including the construction of a fence, the adjudicator found that there was no evidence that a fence would be erected around the woodland area or that this area would be used for maintenance only.

On this basis, the adjudicator did not find that the Home Builder was in breach of the Code in relation to the woodland area.

Decision

The Home Builder was not in breach of the Code and, as a result, the Home Buyer's claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.6 because there are a number of outstanding works and defects at the Property, and the matter had been ongoing for over one year. The communication from the Home Builder was poor, and she had to chase the Home Builder to progress the matter.

Defence

The Home Builder stated that it had evidence of its communication with the Home Buyer, and it has worked to resolve the issues the Home Buyer raised.

Findings

The Adjudicator found that the Home Buyer's complaint concerning defects and outstanding building works at the Property fell outside the Code and could not be adjudicated upon. The Home Buyer's complaint that the Home Builder breached Code Section 2.6 could be more properly considered under Code Section 5.1. The Home Builder breached Code Section 5.1.

The Home Builder had not provided sufficient evidence to show that it had provided the Home Buyer with a final response, that it took reasonable steps to address the issues the Home Buyer raised and that it dealt with the complaint within a reasonable period of time.

Decision

The claim succeeded.

The Adjudicator directed the Home Builder to pay the Home Buyer £150 for inconvenience, and within two months from the date of the Home Buyer's acceptance of the final decision, to investigate the Home Buyer's complaint 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 asserted that he had an ongoing issue with a structural design defect in the Property's drainage system which contributed to a blockage approximately every four months (and he has had to unblock these when they occur). The Home Buyer indicated that, despite many attempts working with the Home Builder to resolve this issue (and utilising the NHBC resolution process), the matter was still ongoing.

The Home Buyer also highlighted a general concern with the Home Builder's complaint handling. The Home Buyer therefore claimed for the Home Builder to repair/replace the structural design defect in the Property's drainage system.

Defence

The Home Builder did not submit any defence.

Findings

Upon careful examination of the evidence provided, the adjudicator noted that some of the Home Buyer's concerns related 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). Therefore, the adjudicator explained this issue and carried out a detailed analysis of the alleged Code breach.

After a full assessment of the evidence provided, the adjudicator was satisfied that section 5.1 of the Code had been breached. In particular the adjudicator was unable to objectively verify that the Home Builder had fully adhered to the Code requirements by letting the Home Buyer know of its complaint handling process, and the dispute resolution arrangements operated as part of this Code, in writing (as required under section 5.1 of the Code).

The adjudicator was satisfied that this matter would have inherently caused a degree of inconvenience to the Home Buyer. Therefore, taking into account the nature and extent of the Home Builder's shortcoming in relation to its Code obligations and the reasonable degree of inconvenience that would have been experienced as a result, the adjudicator concluded that a discretionary award of £100 for inconvenience was warranted in this instance.

Decision

The Home Buyer's claim succeeded. The Home Builder was directed to provide the Home Buyer with a payment in the sum of £100.

Complaint

The Home Buyer, who explained that he suffers from PTSD and anxiety, has experienced continuing flooding of the rear garden. He said that this was within 3 metres of the foundations, contrary to NHBC Guidelines. He says that since moving into the Home in August 2020 these problems had not been resolved as at the date of the application on 23 May 2021.

He described the garden as “a swamp”, which was causing the patio to sink below the turf level and was causing problems with the wooden shed. He says that the company was not providing customer care to resolve the problem. He asks for compensation of £1,050 to reimburse damaged turf and compensation of £500 for stress and inconvenience.

Defence

The Home Builders denied liability. It submitted that the Home Buyer’s complaint was about snagging and so fell outside the scope of the Code. It argued that the issue regarding the state of the garden has been referred to NHBC and the company has therefore correctly stated that it will not deal with this. The Home Builder said that a meeting had been arranged between the Home Buyer and NHBC on 7 July 2021 in order for the Home Buyer’s complaint to NHBC to be resolved and the Home Builder would carry out any work deemed by NHBC to be necessary.

Findings

The adjudicator found that the Home Builder was in breach of sections 4.1 and 5.1 of the Code because it had not responded appropriately or in a timely way to the Home Buyer’s complaints. The issue was not about snagging, which is being considered by NHBC, but about after-care and dealing with service calls and complaints by the Home Buyer. This had led to distress and inconvenience which was still unresolved.

By the time of the Final Decision, NHBC had decided that further work is necessary which will cause further damage to the turf. The Home Builder may, however, be required to lift and replace the turf and should be required to make good by relaying the turf in a satisfactory manner if at this stage the appearance of the turf is substandard. The company should be required to assess this but the customer should not receive compensation for the turf because this will be re-laid.

Decision

The claim succeeded.

The adjudicator directed that the Home Builder should:

- a. Pay compensation of £500.00; and
- b. Take practical action within 7 days from the date when both:

(1) the Home Builder has carried out the rectification works to the drainage and (if directed by NHBC) to the topsoil in the Home Buyer's garden and

(2) the Home Buyer has agreed that he will accept the Final Decision in this matter, to assess the adequacy of the Home Buyer's turf in consequence of the works done.

c. The Home Builder's findings shall be reported by the Home Builder to the Home Buyer in writing within 7 days of the date of the assessment, with reasons for its conclusions.

d. The Home Builder shall within 14 working days thereafter rectify areas in accordance with its findings and as appropriate where the turf has been damaged.

Complaint

The Home Buyer submitted that following reservation and exchange of contracts, he was told that the Home Builder required a part of his garden to build a pathway on land that had been conveyed by the Home Builder to a Housing Association and, the Home Builder said, not to the Home Buyer. The Home Buyer was then told that the Home Builder intended to enter his garden by force and construct the path.

The Home Buyer said that to date he had not received a letter or any paper documentation, despite requesting this on several occasions. He had not seen a scaled or measurable plan and did not know what works the contractors had been instructed to carry out. The Home Buyer asked for retention of the part of his garden as currently enclosed; and/or compensation

Defence

The Builder said that the disputed area of land was not included in the conveyance plan and was not part of the Home Buyer's registered title. The Code requires Home Builders to provide the Home as agreed in the reservation details and alongside the conveyance plan.

The Home Builder failed to erect the boundary fence prior to completion; when this was raised with the homeowners soon after legal completion the Home Buyer requested a copy of the conveyance plan which was produced. A customer relations manager attended and discussed with the Home Buyer the area in question and where the fence needed to be erected. The Home Builder has always fully complied with the requirements of the Code.

The Home Buyer has not granted access for the new fence to be erected. Moreover, it had previously been agreed that the Home Builder would pay for the extension of the existing patio and supply and erect a new patio in the garden once the fence had been erected. This has not occurred because the fence has not been erected.

Findings

The adjudicator found that the Home Builder had not given clear and truthful information about the Home because the Buyer had not been told that the wall that was already constructed around the garden did not designate the boundary to his land, which would otherwise be reasonably assumed. Additionally he had been told that he would have brick walls and not fencing.

It is improbable that the Buyer would have picked up the discrepancy from the conveyance plan alone, even though he was shown this. This false impression was not corrected until after completion. Also the Home Buyer has not had an adequate explanation for the work to be done and the Home Builder has not resolved his complaint by making clear what will happen.

Decision

The claim succeeded.

The adjudicator directed that the Home Builder should:

- a. Set out clearly in writing within the timetable set out in the Scheme Rules the offer (if any) that it intends to make to the Buyer including, if the Home Builder still intended to resolve this dispute by agreement:
 - i. Stating the sum of money offered in compensation for loss of the land and agreement to the change that the Home Builder wants.
 - ii. Providing a detailed plan showing: the line of the new fence with measurements.
 - iii. Explaining whether or not a change will be made to the location of the brick screen wall which is marginally displaced from the boundary on the conveyance plan. If no changes are to be made, the Home Builder is to explain to the Home Buyer whether this will have any legal significance in terms of the plan at the land registry.
 - iv. Stating the size, location and proposed appearance of the patio area; and
 - v. Stating the construction materials that will be used.
- b. If the Home Buyer were to accept the offer, the Home Builder was directed to carry out the above work within 4 weeks of the date of the Home Buyer's acceptance.
- c. If the Home Buyer did not accept the offer or the Home Builder no longer wished to resolve this dispute by agreement, the Home Builder required to inform the Home Buyer in writing that it intends to resolve the dispute in some other way.
- d. Pay compensation of £500.00 in respect of the breaches of the Code.

Complaint

The Home Buyer complained that the Home Builder was in breach of various sections of the Code in that it had misrepresented the size of the garden room, gave uncertain information about the fittings, failed to hand over the site before the stamp duty deadline finished and conducted itself in a way that led to poor communication and lack of trust. The Home Buyer had cancelled the reservation but the Home Builder had failed to return the reservation fee. The Buyer said that there had been a breach of sections 1.5, 2.1, 3.2 and 5.1 of the Code.

Defence

The Home Builders denied liability, on the basis that although there was a typo in the brochure, the error should have been obvious to the Buyer, the Buyer and Builder were in discussion about fittings and prices, there were various setbacks to the build and the Home Builder had not promised to complete the transaction before the end of the stamp duty holiday and suitable after-care and complaints handling services had been supplied.

Findings

The adjudicator found that the Code does not envisage non-returnable reservation fees and there was no evidence of expenses that had been notified to the Buyer as deductible from the reservation fee on cancellation. The Buyer was entitled under section 2.6 of the Code to return of the reservation fee.

Although the Home Builder said that the error in the brochure was a typo, this was still misleading to the customer and a breach of section 1.5 of the Code. There was a lack of clarity in relation to the contents of the Home and this was a breach of section 2.1.

There was no breach of section 3.2 of the Code.

Decision

The claim succeeded. The Home Builder was in breach of the Code and the reservation fee was directed to be refunded. The Home Builder complied with the Proposed Decision and no Final Decision was therefore required.

Complaint

The Home Buyer stated that the Home Builder failed to explain the Home Warranty in breach of its obligations under Section 2.1. In addition, the Home Builder has failed to resolve several ongoing issues with the Property within a reasonable time, including problems with the dual heating, the balcony, the extractor vents and the roof. He has himself lost confidence in the ability of the Home Builder to repair the defects, and so claims compensation to allow him to carry out the works himself, in an amount of £15,000.

Defence

The Home Builder did not respond.

Findings

The adjudicator found that the Home Buyer's complaint that the Home Builder had breached its obligations under Section 2.1 of the Code had not been made within the 12-month time period and so did not succeed.

In respect of the alleged breaches of Sections 4.1 and 5.1 of the Code, the adjudicator found that there had been a number of ongoing issues with the Property, raised by the Home Buyer in 2019 and still not resolved to date despite regular reminders in correspondence from the Home Buyer.

The Home Builder chose not to respond to the Claim, which was a further indication of the Home Builder's unwillingness to address the issues that have been raised. In particular, regarding the roof of the Property, the Home Buyer had demonstrated that this needed replacing in its entirety and nevertheless, although various roofing contractors instructed by the Home Builder had visited on no fewer than seven occasions, they had on each occasion left without carrying out the works.

The adjudicator therefore found that there were breaches of Sections 4.1 and 5.1. The Home Buyer provided quotations for the roofing works which come to a total of £16,300, so in the light of the limitations on compensation that can be awarded, the adjudicator awarded £15,000.

Decision

The adjudicator directed the Home Builder to pay the sum of £15,000.

Complaint

The Home Buyer stated that the Home Builder has failed to resolve several ongoing issues with the Property within a reasonable time, including problems with the flooring installation, a plinth in the kitchen and the lack of a door on the dishwasher cupboard. The Home Buyers considered that as a result of these events, they were not provided with an effective or fit for purpose after-sales service.

The Home Buyers sought compensation to permit the Home Buyers to rectify outstanding snagging works, as well as to reimburse loss of earning and compensate the Home Buyers for distress and inconvenience, in the amount of £9,125.

Defence

The Home Builder denied liability, saying that it has acted diligently in remedying snags, although some delays were caused by the restrictions on home visits resulting from the Covid-19 pandemic.

Findings

The adjudicator found that in the case of each of the specific issues raised by the Home Buyers, although the Home Buyers were not happy with the time that it took to resolve them, the issue is now resolved (although regarding the plinth, that the laminate flooring has now subsided and is no longer level with the plinth, and the Home Buyers are still waiting for this to be resolved).

The Scheme is not intended to provide a mechanism for the Home Buyers to make claims regarding the snagging issues themselves, and the papers show that the Home Builder has indeed engaged in the process of fixing the outstanding snags.

The time taken by the Home Builder to remedy the problems raised by the Home Buyers was not, given the nature of the complaints, sufficiently unreasonable to amount to a breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Property was smaller in size than was advertised in the Home Builder's brochure and plans, the parking bay at the Property was not wide enough for her vehicle and a third party was parking their vehicle in contravention of parking regulations, and there were health and safety issues arising from pigeons staying on her balcony all day and infestation of dead ants/flies.

Defence

The Home Builder stated that it had worked with the Home Buyer to address the issues she raised.

Findings

The Adjudicator found that the Home Buyer's complaint concerning a third party parking incorrectly fell outside the scope of the Scheme, because the third party who was not a party to the complaint, and matters concerning breach of parking regulations were not matters for the Scheme to enforce.

The Home Buyer's complaint concerning pigeons, could also not be adjudicated upon because it was not clear that the Home Buyer had raised the issue with the Home Builder prior to submitting the matter for adjudication.

The Home Builder did not breach Code Section 1.5, because the brochures stated that the room measurements were approximates and the difference in the actual measurements were not so significant such that it could be said that the use of the term "approximate" in the brochure was untruthful.

The Home Builder did not breach Code Section 2.1 because the Home Buyer was aware of the actual measurements prior to completion and had been given sufficient pre-purchasing information about the room sizes.

The Home Builder did not breach Code Section 5.1, because on being notified of the infestation issue, it acted appropriately in arranging the clean up of the relevant area and there was no evidence that the Home Builder was aware that the infestation issue was ongoing and unresolved.

Decision

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

Complaint

The Home Buyer stated that there is a defect to the Property roof. The Home Buyer stated that several roofers have attended the Property to carry out works but have been unwilling to complete these works as more extensive works were required. The Home Buyer submitted that the Home Builder was in breach of section 4.1 of the Code as there was no resolution to the required repairs for approximately 16 months.

The Home Buyer also stated that the Home Builder was in breach of section 5.1 of the Code as no complaint procedures was provided to the Home Buyer.

Defence

The Home Builder did not submit a defence.

Findings

The adjudicator found that the Home Builder was in breach of section 4.1 of the Code as it did not provide the Home Buyer with an accessible after-sales service and many of the emails sent to the Home Builder were not replied to for long periods of time.

The adjudicator also found that the Home Builder did have an adequate procedure in place for dealing with complaints and that the Home Buyer was not provided with any information in writing in relation to complaint handling procedures.

The adjudicator found that the Home Buyer suffered inconvenience as a result of breaches of section 4.1 and 5.1 of the Code and was entitled to compensation in the amount of £500.

Decision

The Home Builder was in breach of section 4.1 and 5.1 of the Code. The adjudicator directed the Home Builder to pay compensation in the amount of £500.

Complaint

The Home Buyer submits that he decided to purchase the Property “based on the design advertised to us in the marketing suite, where [the Home Builder] had a show home”, however, “there is a significant difference between the design of the [ventilation] unit showed in the show home and the one in [the Property]”.

The Home Buyer submits further that he raised the issue in the Inspection Report, however, the Home Builder advised him that the unit has been installed as per the design/the construction drawings, however, “none of these have been shared with us”.

The Home Buyer states further that the marketing information was not truthful and he highlights that other properties in the neighbourhood have their ventilation units installed as per the show home design (with the pipework hidden in the ceiling) and he submits further that the improper installation impacts on his enjoyment of the Property and “takes away usable storage space”.

Defence

The Home Builder submits that the positioning of the unit is “in line with [the manufacturer’s] recommendations which is to be 250mm or more from the floor and to allow space above to maintain for maintenance purposes”.

The Home Builder states further that the unit is fully operational and that the marketing material confirms that the show home/marketing suite is “to provide an impression and...[is] not an indication of the standard specification”.

Findings

The adjudicator found that the Home Builder did not breach a section of the Code.

Decision

The claim did not succeed.

Complaint

Prior to purchase the Home Buyer understood that the property would be constructed to the highest specifications. After taking possession he found many faults and produced an extensive snagging list that he had to continually update.

Prior to purchase the Home Buyer attended meetings with the Home Builder and contends that information given to him at the meetings was inaccurate and misrepresented the specifications of the house.

Despite numerous requests by himself and his legal representative he was unable to secure from the Home Builder a written copy of what had been agreed at meetings in respect of the specifications to be achieved at the property.

The Home Buyer contends that the Home Builder does not have a formal system in place to deal with snagging and remedial works, and has not provided details of its dispute and complaints handling procedures.

The Home Buyer has escalated his dispute to CCHB and requests that the Home Builder be directed to put right all shortfalls in specification and undertake outstanding remedial works.

Defence

The Home Builder says that the documents issued to the Home Buyer at pre-purchase meetings fully met the requirements of the Code and accurately described the standards to be expected. The Home Builder stresses that it does have a formalised claims handling process and a dedicated team of customer service experts and that it is confident the Home Buyer was made aware of the process prior to purchase.

The Home Builder says that it is continuing to deal with the remedying of outstanding defects and is liaising closely with the Home Buyer. It notes that its working arrangements have been negatively affected by the pandemic and lockdowns.

The Home Builder denies being in breach of the Code.

Findings

The adjudicator found that the Home Buyer's claim succeeds in part. The adjudicator is not persuaded that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of all sections of the Code as alleged.

The adjudicator did not find that the Home Builder had declined to fix outstanding defects or that the Home Buyer had shown that the property was not constructed according to the specifications.

However, the adjudicator did find that the Home Builder had breached Sections 3.3, 4.1, and 5.1 of the Code and directed the Home Builder to apologise for the breaches.

Decision

The claim succeeds in part and the adjudicator found an apology was appropriate.

Complaint

The Home Buyer complained that her fence has no gravel boards and she wanted the Home Builder to install these. The Home Buyer indicated that this matter had been referred to the NHBC resolution service and she was waiting for this matter to be resolved.

The Home Buyer also submitted that she was displeased with the location of a street sign as it has been placed within her Property boundary. She submitted that she has complained to the Home Builder to have this re-located but the issue was still being investigated.

Finally, the Home Buyer submitted that a streetlight opposite her bedroom is too bright and produces glare. She therefore requested that the Home Builder install a diffuser onto this streetlight. As a direct result of the ongoing issues above not being resolved to her satisfaction, the Home Buyer asserted that the Home Builder has breached section 5.1 of the Code. She therefore claimed for the Home Builder to install gravel boards under her fence panels, to move the street sign away from her Property and to fit a diffuser onto the streetlight.

Defence

The Home Builder did not accept that it has breached the Code. The Home Builder submitted that section 5.1 of the Code requires Home Builders to have a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints. The Home Builder submitted that it installed the fencing to the Property in line with the original specification. As it installed a Larch Lap Panel fence, there was no requirement for a gravel board.

The Home Builder submitted that it has already acknowledged the street sign issue and (in order to assist the Home Buyer) will investigate to see if it is possible to move the road sign to the tarmac. However, it submitted that utility services run underneath the pavement which may present an issue. In any event, the Home Builder submitted that it has not necessarily declined action on this issue at the present time. The Home Builder stated that it is not prepared to fit a diffuser to the street lamp as requested by the Home Buyer. It stated that the street lamp referenced by the Home Builder is shown on [the plan] on the opposite side of the road to the front elevation of plot [number]. This is correct as per planning conditions.

The street lighting on the development is currently subject to wider discussions with the local planning authority regarding set timings of illumination. The Home Builder therefore suggested that the Home Buyer contact the Residents Association for more information. The Home Builder submitted that it has fully complied with the requirements of the Code (and in particular, section 5.1 of the Code) at all times. Therefore, it did not accept the Home Buyer's claim.

Findings

After careful consideration of the evidence provided, the adjudicator noted that some of the Home Buyer's concerns related 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 within the scope of the Code/scheme had also been included in the application). Therefore, the adjudicator explained this issue and carried out a detailed analysis of the alleged Code breach.

After a full assessment of the evidence provided, the adjudicator was unable to objectively conclude that section 5.1 of the Code had been breached. Based on the available evidence, it was clear that the Home Builder had adhered to its obligations under the Code and it had the required service/informational processes in place under section 5.1 of the Code.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyer submitted that he experienced multiple build/construction snag issues with his Property. The Home Buyer felt that the Home Builder had breached sections 1.2, 1.5, 2.1, 2.6, 3.2, 3.3, 4.1, 4.2, 5.1 and 5.2 of the Code.

The Home Buyer therefore sought an apology, an explanation, compensation in the total sum of £15,000 and for the Home Builder to take practical remedial action in relation to the outstanding build/construction snag issues.

Defence

The Home Builder only accepted that it had breached minor elements of the Code (in particular, relating to sections 1.2 and 2.6 of the Code).

The Home Builder accepted that there had been a delay in some instances to rectify some of the construction/build defects that were identified. However, the delay was due to the need to investigate the concerns raised (to establish the appropriate works to be carried out) or due to the need to find a sub-contractor who could carry out the works in the current circumstances.

The Home Builder indicated that it was committed to resolving the Home Buyer's various snagging/construction concerns.

Findings

Following close review of the submissions, the adjudicator acknowledged that a portion of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. It was explained that this did not mean the Home Buyer's entire claim was invalidated (as concerns within the scope of the Code/scheme had also been included in the application).

Therefore, the adjudicator explained this issue and carried out a detailed analysis of the alleged Code breaches. Upon full assessment of the evidence provided, the adjudicator was satisfied that the Home Builder had breached sections 1.2 and 2.6 of the Code by failing to display the Consumer Code for Home Builder's Scheme logos in its offices/sales brochures and failing to provide a copy of the Code to the Home Buyer. The Home Builder accepted this failure and confirmed that it had now taken remedial steps to remedy this issue by providing training to its employees on the requirements of the Code and has updated its literature and brochures to include reference to the Code and its requirements.

Furthermore, based on the evidence provided, the adjudicator was unable to objectively conclude that the Home Builder had fully discharged the requirements of section 3.3 of the Code (requiring it to explain the Home Buyer's contract termination rights) to the extent required. Consequently, based on a full review of all the evidence provided, the adjudicator was satisfied that the Home Builder had fallen short of its obligations under the Code (as detailed above).

Under the circumstances, the adjudicator was satisfied that these shortcomings would have inherently caused a degree of inconvenience to the Home Buyer. Therefore, taking into account the nature and extent of the Home Builder's shortcomings in relation to its Code obligations and the reasonable degree of inconvenience that would have been experienced as a result, the adjudicator concluded that an apology and a discretionary award of £300 for inconvenience were warranted in this instance.

Decision

The Home Buyer's claim succeeded. The Home Builder was directed to provide the Home Buyer with an apology and a payment in the sum of £300.

Complaint

The Home Buyer stated that, since moving into his property in November 2020, he had a number of issues with the property, which included a number of alleged defects. The Home Buyer stated that he attempted to get the Home Builder to return to the property, however, he was allegedly informed by the Home Builder that these matters were his responsibility. The Home Buyer relied on an alleged breach of the Code relating to the handling of his complaint.

Defence

The Home Builder stated it received a complaint from the Home Buyer in late November 2020. The Home Builder stated that this complaint was logged, and a customer care call was initiated and booked in. The Home Builder stated that the Home Buyer was not satisfied, and further complaints were made. Due to alleged difficulties with the Home Buyer, the Home Builder stated that the issues raised were dealt with using the NHBC as an intermediary.

Findings

The adjudicator found that the Home Builder did not provide sufficient evidence that it had systems and procedures in place for resolving complaints. Furthermore, there was no evidence that the Home Buyer was informed in writing of any complaint handling procedure.

On this basis, the adjudicator found that the Home Builder was in breach of section 5.1 of the Code. Despite finding that there was a breach of the Code, the adjudicator found that the remedies claimed by the Home Buyer, relating to alleged defects, were not justified.

Decision

The Home Builder was in breach of sections 5.1 of the Code, however, the Home Buyer was not entitled to the remedies sought.

Complaint

The Home Buyer submitted that both the topsoil and the subsoil in the rear garden of the Property were of inadequate quality. This had resulted in drainage issues and a need for constant maintenance of the grass. Both were unsuitable for use in a domestic garden setting. He argued that the Home Builder had breached Section 2.1 of the Code.

The Home Buyer sought for the Home Builder to remediate the garden or pay compensation of £15,000.

Defence

The Home Builder submitted that the Property was constructed in March 2017 as part of a development. No similar reports had been received from other properties in the development. Completion occurred on 28 February 2018, meaning that the Home Buyer had opportunity to view the plot and the completed rear garden before purchase. No queries or complaints were raised by the Home Buyer at that time. The Home Buyer raised a complaint on 13 June 2019, and the Home Builder arranged for the original contractor to attend the Property on 3 September 2019. The original contractor subsequently ceased trading. The Home Buyer acknowledged in an email in August 2019 that he had “destroyed the grass and it is this that needs to be replaced”.

The Home Builder attended the Property on 5 February 2020. The Home Builder suggested rotavation and aeration, but this was rejected by the Home Buyer. An independent contractor subsequently confirmed that grass was growing but that rotavation was appropriate. No specific details of the rear garden were provided to the Home Buyer prior to purchase, other than that it would be turfed, which it was. Both the Home Builder’s contractor and an individual hired by the Home Buyer have confirmed that 150mm of topsoil is present. This is above NHBC standards. Rear gardens are not covered under the warranty applicable to the Property.

The Home Buyer’s complaint had not been through the Home Builder’s full internal complaints procedure, as no Stage Two response had been requested.

Findings

The adjudicator found that the Home Builder had breached Section 2.1 of the Code by providing topsoil that contained hazardous contaminants and subsoil that had not had its drainage characteristics restored after construction.

Decision

The claim succeeded. The adjudicator directed the Home Builder to undertake the work required to restore appropriate drainage to the soil in the rear garden, whether through

rotavation or another method, and to replace the topsoil in the garden with topsoil that does not contain contaminants which may present a hazard to the occupants of the Property.

As specified in Rule 5.9 of the Rules, the Home Builder was not obligated to incur costs when performing this work beyond £15,000 including VAT.

If the Home Builder's projected costs would exceed this amount, it could instead pay the Home Buyer compensation of £15,000 to allow the Home Buyer to arrange the work himself.

Complaint

The Home Buyer submits that the Home Builder has breached sections 1.1, 1.4, 3.2, 4.1, 4.2 and 5.1 of the Consumer Code for Home Builders. The Home Buyer submits that they were not properly informed of the nature or extent of the long-term construction works that has resulted in significant long-term dust pollution and has also affected access to the property.

Further the Home Buyer submits that the Home Builder has refused to properly undertake cleaning or repair damages caused by pollution from the ongoing construction works on and around areas adjacent to the purchased property and has failed to properly deal with complaints raised. The Home Buyer sought £14,545.49 for the damage and loss incurred because of the dust pollution from ongoing construction works.

Defence

The Home Builder does not accept that it is in breach of any sections of the Consumer Code for Home Builders. The Home Builder further submits that a certain amount of air and dirt pollution is inevitable where construction works are ongoing, and that it has provided support to the home Buyer to mitigate the impacts of this pollution. The mitigation included the installation of a temporary close board fence, road sweeping and dampening of roads. Home Builder has paid for the weekly cleaning of the Home Buyers external windows and garden furniture.

Findings

The adjudicator found that the Home Builder was not in breach of sections 1.4, 3.2, 4.1 and 4.2 of the Code.

The adjudicator did find that the Home Builder was in breach of section 5.1 and therefore had also breached section 1.1 by default. The Home Builder had not provided details of a compliant complaints procedure and had also failed to properly process and administer the complaints raised by the Home Buyer.

In their comments to the Proposed Decision the Home Buyer requested compensation for inconvenience. This had not formed a part of the application and no sum for inconvenience was found.

Decision

The claim succeeded in part. The adjudicator did not consider that there was jurisdiction to deal with the dust pollution arising from the ongoing construction works. This did not arise from a breach of the Code. The adjudicator did not direct the Home Builder to provide an explanation in respect of the breach as this matter was set out in detail in the Decision and further explanation did not seem necessary. The Home Builder was directed to issue an apology to the Home Owner.

Complaint

The Home Buyers stated that the Home Builder has failed to resolve several ongoing issues with the Property within a reasonable time, including problems with the handrail of the stairs, the radiator valves and the radiators/ towel rails. The Home Buyers alleged that there has been a breach of Section 2.1 of the Code because the Home Builder did not supply a copy of the technical specification with the pre-purchase information. The Home Buyers also alleged a breach of Section 5.1 of the Code because the Home Builder has not followed its complaints procedure in respect of the defects described above.

The Home Buyers asked for an order that the Home Builder carry out works to ensure conformity of the stairs, thermostats and radiators of the Property to the technical specification.

Defence

The Home Builder did not respond to the claim.

Findings

The adjudicator found that there was no breach of Section 2.1 of the Code as a result of the fact that the Home Buyers did not receive a full technical specification for the Property prior to their purchase, because this level of detailed information is not what is required by Section 2.1 of the Code.

However, the adjudicator found that the Home Builder was in breach of Section 5.1 of the Code, as it has failed to deal with the Home Buyers' complaints in a reasonable manner, and indeed failed to provide any response at all, within an appropriate time.

As it was not in the adjudicator's remit to judge whether or not these are in fact non-conformities or defects in the Property, the adjudicator did not order the remedy requested by the Home Buyers, but rather ordered that the Home Builder must, within 20 working days, provide a substantive and good faith response to the Home Buyers' complaints about the stairs, thermostats and radiators of the Property as set out in their claim.

To the extent that the Home Builder concludes that non-conformities exist, it must fully address these non-conformities within a further 20 working days.

Decision

The claim succeeded in part.

Complaint

The Home Buyer stated that the Home Builder failed to carry out drainage and landscaping works at the garden which it promised her it would carry out. The Home Buyer stated that the Home Builder did not resolve the issues she raised with it before completion, it did not treat her as a vulnerable customer, it did not respond to her complaint within a reasonable period of time, and it did not address snagging issues at the Property.

Defence

The Home Builder stated that it did not promise the Home Buyer that it would carry out extensive gardening works at the Property, it was not aware during the conveyancing process that the Home Buyer was vulnerable, there is no evidence in the application to show that the terms of the contract were unclear or non-compliant with legislation. It disputed that it breached Code Section 5.1, and stated that it has procedures for resolving disputes, but matters were confused by the Home Buyer's late occupation of the Property and her involving its former Commercial Director.

Findings

The Adjudicator found that the complaints concerning snagging issues at the Property fell outside the scope of the Scheme and could not be adjudicated upon. There was no breach of Code Section 1.5 because the reservation documentation, the plans and drawings made adequate reference to a slope in the garden area and there was nothing in the documentation that suggested that the Property would be conveyed to the Home Buyer with either a landscaped garden or a garden laid over a flat surface.

The complaint that the Home Builder promised the Home Buyer that it would carry out some specific drainage and landscaping works at the Property was not supported by the evidence.

However, the Home Builder breached Code Section 1.3 because from a customer service perspective, it ought to have responded to a query the Home Buyer raised in sufficient detail to enable a level of clarity in respect of its customer service commitments and to fulfil its obligations under the Code to provide the Home Buyer with information.

It breached Code Section 5.1 because it did not respond to the Home Buyer's complaint within a reasonable period of time.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £150 in compensation for inconvenience.

Complaint

The Home Buyer stated that, at the time of purchase of the property, in January 2020, a number of snagging items were identified. The Home Buyer stated that no progress was made with these items throughout 2020 despite the Home Buyer chasing this up on a weekly basis. The Home Buyer stated that no clear reason was given for the delay. A formal complaint was made, on the 7 May 2021, however, no response was received. The Home Buyer relied on alleged breaches of sections 4.1 and 5.1 of the Code.

Defence

The Home Builder did not submit a defence.

Findings

The adjudicator found that the Home Builder failed to respond to provide updates in relation to the completion of outstanding works at the property, despite the Home Buyer requesting these updates, and that it was in breach of section 4.1 of the Code as a result.

The adjudicator also found that the Home Builder failed to provide a substantive response to the Home Buyer's complaint and that it was in breach of section 5.1 of the Code.

The adjudicator found that the Home Buyer suffered inconvenience as a result of these breaches of the Code.

Decision

The Home Builder was in breach of sections 4.1 and 5.1 of the Code.

The adjudicator directed the Home Builder to provide an apology, to provide an explanation for the delay in completing the works, including an update in relation to the completion of outstanding works, and to pay compensation in the amount of £500.

Complaint

The Home Buyer submits that he decided to purchase the Property on the basis of “*false advertising*” in relation to the heating/hot water system, which, the Home Buyer submits, he was assured (verbally and via the marketing material) would provide “*100% resilience*”. Despite this assurance, however, the Home Buyer submits that the system has not been reliable and that he has experienced around “*19 outages*” to date (some of which were for an “*extended period*”).

The Home Buyer submits further that whilst engineers have attended, they have not fixed the issue(s) and the Home Buyer states further that he feels the Property will lose value as a result of “*bad press...which will be digitally available for decades*”.

Defence

The Home Builder submits that the term “*‘100% reliable’ may have been taken out of context*” and that the “*Welcome Pack as a whole, provides clarity and further information*”. The Home Builder states further that the Home Buyer was “*aware that the development was being constructed in phases and as such, the connection had not been made at the time when the Property was reserved*” and that the “*Welcome Pack made clear that backup gas boilers situated within the development would provide hot water to the Property, whilst the final permanent connection would follow in the future*”.

Whilst the Home Builder submits further that the Residential Supply Agreement allows for compensatory payments in the event of unplanned supply interruptions and whilst it acknowledges that the Home Buyer has experienced six interruptions in the last year, it submits that none of the interruptions were sufficiently serious/long enough to trigger the contractual compensation clauses. Nevertheless, the Home Builder states further that it has paid the Home Buyer £54.00 as a “*goodwill*” payment. The Home Builder states further that it has written to the Home Buyer and “*has undertaken to investigate any faults and undertake any required remedial action*”.

The Home Buyer states that one of its engineers attended in March 2021, “*checks were carried out*” and filters were cleaned, however, “*if such checks and cleaning solutions did not adequately resolve the Home Buyer’s concerns, this would be for the Home Buyer to raise with [company] directly*”.

The Home Builder submits further that it followed its complaints procedure and states that a copy was provided/referred to in the documents provided at completion.

Findings

The adjudicator found that the Home Builder did not breach the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyers submitted that the Home Builder assured them prior to purchase that there would be no play equipment in the open space near the Property. Play equipment was subsequently installed. They argue that the Home Builder breached Section 1.5 of the Code.

They sought an apology and unspecified compensation.

Defence

The Home Builder submitted that at the time the statement was made, it was believed to be true. New requirements were imposed by the local council after the Home Buyers completed on the Property. The play equipment installed was minimal and located a distance from the Property.

Findings

The adjudicator found the Home Builder breached Section 1.5 of the Code by failing to qualify its statement by noting that it had not yet received the final approval from the local council.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £300 for the inconvenience caused.

Complaint

The Home Buyers stated that the Home Builder breached Code Section 3.1 because it failed to comply with legislation in relation to the sign off, build, and completion of the Property. The Property was rushed to completion with significant compromise to the quality of the build, and the Home Buyers claimed compensation for the stress and anxiety the issues caused them.

The Home Builder breached Code Section 5.1 because its complaints handling process was poor. Further, there was a theft at the Property at the time remedial works were being carried out, and the Home Builder provided inadequate disclosure in response to their Subject Access Request (SAR).

Defence

The Home Builder disputed that the Scheme was the appropriate forum for dealing with snags or defects. However, it considered that it showed an unremitting willingness to investigate all complaints and undertake remedial works. The pace of the works was affected by the Covid-19 restrictions. Even if a breach of the Code was found, having paid the Home Buyers £2,000 in compensation, it considered that it had generously compensated the Home Buyers for any inconvenience.

Findings

The Adjudicator found that the complaints concerning snagging issues and defects at the Property, inadequate disclosure in response to the Home Buyers' SAR and the alleged theft 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 Buyers' complaint, including issuing the Home Buyers with adequate compensation for the service errors it identified, 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 complains of defects affecting the roof of the garage and the paving above.

Defence

The Home Builder denies breaching the Code

Findings

The adjudicator found that the claim does not refer to matter that are within the scope of the proceedings and do not relate to a breach of the Code.

Decision

The claim does not succeed and is dismissed.

Complaint

The Home Buyer submitted that the garage flooded the day after he moved into the Property, damaging goods that had been stored there. The floor of the garage was inclined the wrong way. He had to pay for the problem to be mitigated. There remained an issue with the garage door.

The rear fencing had not been installed correctly. The front door had not been installed correctly. The threshold gap between the doorstep and path was not complete. The flowerbeds were installed in a way that masked problems with the construction. The en-suite bathroom to the fourth bedroom smelled and the toilet did not function properly. Repairs to the bay window were never completed.

He argued the Home Builder had breached Sections 1.5, 4.1 and 5.1 of the Code.

The Home Buyer requested that the Home Builder apologise, resolve the issues identified, and pay compensation of £15,000.

Defence

The Home Builder submitted that garages were not required to be watertight. Fencers had attended the Property and confirmed that the fencing had been installed correctly. The Home Buyer had an opportunity to see the fencing prior to purchase. The Home Builder would be changing the front door and frame. The issue with the threshold had not previously been raised, and would be reviewed once the new door was fitted.

The Property was a show home sold as seen, no planting had been removed, and this would not be covered under the agreement between the parties. The issue with the en-suite bathroom was an ongoing investigation. The bay window was being resolved. There was no record of a discussion of related flooring, but the matter would be addressed with the Home Buyer.

The Home Builder denied that it had provided poor after sales service or complaint handling. No losses had been shown to justify the financial claim being made.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code by failing to examine the garage to confirm that it met the NHBC Standards applicable to garages, and to undertake work where these standards were not met; through its delay in commencing work on the front door and threshold; through its failure to attend the Property and examine the construction issues identified by the Home Buyer with respect to the flower beds and determine if any work is required; and through its failure to examine the issues reported with the en-suite bathroom to the fourth bedroom and determine if any work was required.

Decision

The claim succeeded.

The adjudicator directed the Home Builder to examine the garage in the Property, ensuring that it met the NHBC Standards applicable to garages; attend the Property to examine the construction issues revealed by the removal of the flower beds as identified by the Home Buyer and determine if any work was required; attend the Property to examine the issues reported with the en suite bathroom to the fourth bedroom and determine if any work was required; and pay the Home Buyer compensation of £300.

Complaint

The Home Buyer stated that: the Home Builder breached Code Section 1.2 because it did not provide her with details of the Code; it breached Code Sections 1.5, 2.1, and 2.3 because it did not provide her with particular details about the home warranty cover; it breached Code Section 2.6 because it did not refund the reservation fee to her which it ought to have done in accordance with the terms of the reservation; and it breached Code Section 5.1 because it did not respond to the Home Buyer's complaint.

Defence

The Home Builder did not submit a defence. In response to the Proposed Decision, it stated that it expected an exchange of contracts within a reasonable timescale. It was patient with the Home Buyer, but the Home Buyer did not provide any assurances in relation to an exchange date and she had delayed matters. It had confirmed a number of times that it will carry out any reasonable snagging for a full 2 year period, under the terms and conditions of the Premier Warranty.

Findings

The Adjudicator found that the Home Builder breached Code Section 1.2 because there was no evidence that it provided the Home Buyer with a copy of the Code with the reservation form or as part of the other documents it provided the Home Buyer.

It also breached Code Section 1.5 because there was no evidence that it responded to the Home Buyer's complaint.

The breaches of Code Sections 1.2 and 1.5 caused the Home Buyer inconvenience.

The Home Builder had not breached Code Section 2.6 because it was a term of the reservation that it could retain the reservation fee if the Home Buyer delayed the exchange of contracts. Given that the reservation agreement was reached on 21 January 2021 and as at April 2021 the Home Buyer had not provided an indication as to a possible exchange date, the Home Builder's decision that there was a delay in exchanging contracts was not unreasonable.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology and pay the Home Buyer £100 in compensation for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5, 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits he was induced to contract on the basis that the heating/hot water system (a “*district heating system*”) - as per the marketing material – would provide “*100% resilience*” and “*would never fail*”. Despite this assurance, however, the Home Buyer submits that the system has not been reliable and that he has experienced “*19 outages*” during the last twelve months, “*resulting in no hot water or heating during these outages, until the system was back operational, which also then takes a couple of hours for the boilers to be able to start pumping hot water to properties.*”

The Home Buyer states further that he has “*also had multiple outages on the same day*” and that in a meeting, called with residents and interested parties, a senior agent of the Home Builder confirmed that the system was not 100% resilient. The Home Buyer submits, therefore, that the contract was misrepresented and he states further that he experienced poor complaint handling.

Defence

The Home Builder disputes the claim and submits that it did not breach the Code. Specifically, the Home Builder submits that the term “*‘100% reliable’ may have been taken out of context*” and that the “*Welcome Pack as a whole, provides clarity and further information*”. The Home Builder states further that the Home Buyer was “*aware that the development was being constructed in phases and as such, the connection had not been made at the time when the Property was reserved*” and that the “*Welcome Pack made clear that backup gas boilers situated within the development would provide hot water to the Property, whilst the final permanent connection would follow in the future*”.

Whilst the Home Builder submits further that the Residential Supply Agreement allows for compensatory payments in the event of unplanned supply interruptions and whilst it acknowledges that the Home Buyer has experienced seven interruptions in the last year, it submits that none of the interruptions were sufficiently serious/long enough to trigger the contractual compensation clauses. Nevertheless, the Home Builder states further that it has paid the Home Buyer £54.00 as a “*goodwill*” payment with no admission of liability.

The Home Builder submits further that a copy of the complaints procedure was provided/referred to in the documents provided at completion and that it has “*no record of a complaint having been formally submitted by the Home Buyer.*”

Whilst the Home Builder acknowledges that the Home Buyer submits that it “*has not responded to his complaint made via telephone on 17 March 2021*”, it states that it has “*no record of this conversation taking place*” and that whilst the Home Buyer states that he has been in contact with [person] (of the Home Builder), it states that “*[person] confirms that she has received no communication from the Home Buyer, in respect of this matter*”.

Findings

The adjudicator found that the Home Builder did not breach a section of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that he was misled over the true nature and scale of the play park beside the Property. He was told it would be a toddler's play area, but it was actually for a larger range of ages. He had experienced significant disruption and inconvenience, and the Home Builder had failed to take reasonable measures to address the issue.

The Home Buyer requested that the Home Builder provide appropriate-sized hedging or screen fencing; block off Entrance 1 to the play park, replacing it with hedging; pay reimbursement of £70.

Defence

The Home Builder submitted that it was not responsible for any anti-social behaviour that occurred in the play park. It had taken reasonable measures in response to the Home Buyer's complaints. It denied that the Home Buyer was told that the play park would be for toddlers, and no evidence had been provided of such a statement being made. The play park had been constructed in accordance with the plans seen by the Home Buyer.

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 the driveway created a health and safety risk due to its narrow design, with a raised kerb and shrubs on either side. The Home Builder had defended the width of the driveway by referring to standards for parking bays. These standards were not applicable to a driveway. He argued that the Home Builder had breached Section 3 of the Code.

The Home Buyer requested that the Home Builder widen the driveway and reimburse the cost of repairing wheels damaged on the Home Buyer's car.

Defence

The Home Builder submitted that after moving into the Property, the Home Buyer raised a complaint about the width of the driveway. It was determined that the driveway was less than 2.4m and so remedial works were undertaken. The driveway could not be widened as this would breach planning consent. The landscaping to either side of the driveway was a requirement of planning consent.

Findings

The adjudicator found that the Home Builder breached Section 4.1 of the Code by failing to substantively respond to the Home Buyer's reasonable question about the use of standards for parking days when discussing a driveway.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the customer for failing to explain the basis for its reliance on standards applicable to parking spaces and explain to the customer why these are the appropriate standards to use.

Complaint

The Home Buyer stated that Home Builder breached Code Sections 1.5, 2.1 and 3.1 because it did not inform her that there would be a pronounced slope at the garden for the Property and it did not provide her Conveyancer with the Technical Drawings that would have shown the slope.

Defence

The Home Builder submitted that the Home Buyer had not provided evidence to prove that it had informed her that the garden would be completely flat. The gradient of the finished garden and the gradient at the time the Home Buyer viewed the Property are virtually the same. It provided the Home Buyer's solicitors with the Technical Drawings that would have shown the gradient of the garden and it completed the garden in line with the relevant requirements.

Findings

The Adjudicator found that the claim was not supported by the evidence. The photographs the parties provided did not show that there was a pronounced slope at the garden and there was no evidence that the slope at the garden changed significantly after the Home Buyer viewed the Property.

Decision

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

Complaint

The Home Buyer stated that Home Builder breached Code Sections 1.5 and 2.1 because it incorrectly informed him that the Property is based in one postal area, despite that it had known for around 14 months that the Property is based in another. The Home Builder did not handle the Home Buyer's complaint adequately.

Defence

The Home Builder submitted that there is a discrepancy between the postal addresses the Land Registry, the Local Authority and Royal Mail have provided, and its decision to rely on the Land Registry and Local Authority description was not untruthful. Discussions are ongoing with the relevant authorities to agree the final postal address for the Property. In the meantime, it had amended the Property description in response to the suggestion that its marketing was not clear and truthful. It disputed that it did not handle the Home Buyer's complaint adequately.

Findings

The Adjudicator found that the claims concerning a potential loss in the value of the Property, increase in insurance premiums, and the claim for Home Builder to change the postal address for the Property fell outside the scope of the Scheme.

The Home Builder breached Code Sections 1.5 and 2.1. The postal address, given its relevance to the Property location, was key information relevant to the Home Buyer's purchasing decision. In circumstances where the postal address may change, the Home Builder ought to have made this fact known to the Home Buyer at an earlier stage in the conveyancing process.

The sales and marketing material were unclear because at the time of reservation, the Home Builder was aware that there was a discrepancy in the postal address, but it did not inform the Home Buyer about this discrepancy and it had not provided the Home Buyer with sufficient pre-purchase information.

The Home Builder breached Code Section 5.1 because it did not address the full issues in the Home Buyer's complaint.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology and pay the Home Buyer £200 in compensation for inconvenience.

Complaint

The Home Buyers stated that the Home Builder sold the Property with boundaries fenced out on the ground that did not match the boundaries that were shown on the transfer plan. The Home Builder initially said that it was willing to amend the transfer plan, but subsequently told the Home Buyers' solicitors that it was rather planning to move the Property's boundary fence to conform to the existing transfer plan.

The Home Buyers consider that as a result, the Home Builder is in breach of Sections 1.5, 3.1 and 5.1 of the Code. They ask for an order that the Home Builder issue an amended plan for the Property urgently, in order to allow the Home Buyers to complete the land registration of the Property; the Home Builder tender apology for its allegedly unprofessional handling of this matter and delay, and the Home Builder pay the Home Buyers' legal costs for their disputes solicitor, in the sum of £600.

Defence

The Home Builder did not respond to the claim.

Findings

The adjudicator found that by presenting the Home Buyers with an already-built house that had fenced boundaries, the Home Builder was implicitly representing that these boundaries were correct. As the fenced boundaries were in fact incorrect, the Home Builder was in breach of its obligation to carry out sales activity in a way that was clear and truthful, in breach of Section 1.5 of the Code.

In addition, by proposing to modify the fenced boundaries, the Home Builder was proposing a change that was capable of having a significant effect on the appearance and value of the Property, as well as on the size of the garden. The Home Builder should have ensured that the boundaries as demarcated on the ground were included in the contract of sale in order for it to be "clear and fair" as required by Section 3.1 of the Code. It did not do so, in breach of the Code.

Finally, the Home Builder failed to deal with the Home Buyers' complaint in an appropriate time (or indeed at all), in breach of Section 5.1 of the Code.

However, the adjudicator was not able to award the full remedy claimed by the Home Buyers. If the neighbouring properties have been sold by reference to similar transfer plans, it is possible that the Home Builder has already sold the disputed parcels of land to other persons, and therefore does not have the legal right to amend the transfer plan in order to confer rights on the Home Buyers in respect of the disputed parcels.

The adjudicator therefore directed that the Home Builder shall:

- (1) If it is possible for the Home Builder to do so without infringing the rights of third parties, issue the Home Buyers with an amended transfer plan for the Property that reflects the boundaries as they are demarcated on the ground, and take all further steps necessary to ensure that the Home Buyers are registered as the owners of the land demarcated by these boundaries.
- (2) If it is not possible for the Home Builder to issue such a plan without infringing the rights of third parties, the Home Builder shall nevertheless make its best efforts to negotiate and obtain a fair resolution to this situation as between itself, the Home Buyers and any neighbouring land owners (including but not limited to making an offer of an appropriate payment to the neighbouring owners, within the limitations of the amount allowed under the Scheme Rules).
- (3) Issue the Home Buyers with an apology for its failure to ensure, before selling the Property, that the boundary demarcations on the ground were aligned with the transfer plan or vice versa, and its failure to respond to the Home Buyers' complaint in accordance with its obligations under the Code.
- (4) Pay the Home Buyers compensation for inconvenience in the amount of £400.

Decision

The claim succeeded in part.

Complaint

The Home Buyer having entered into a reservation agreement, logged a complaint about the pressure put on him to obtain a mortgage offer and an extension was given until 31 January 2020. This deadline was not met due to the Home Builder being unable to answer outstanding enquiries raised by the Home Buyer's solicitor. The Home Buyer says that the threat of the sale being cancelled left him scared because if he lost the purchase he would lose the deposit for additional extras. He therefore did not choose optional extras but accepted the standard items.

The Home Buyer says that he was the subject of aggressive, high pressure selling. Additionally, the plans he saw showed a lamp post in the swale area. This was changed when the development was constructed but the Home Buyer was not told. The Home Buyer says that the Home Builder was in breach of sections 1.5 of the Code and 2.1 of the Code.

He says that he had to accept a more expensive mortgage offer than he would have done were it not for the high pressure sales and that he has lost a large sum in having to change lender subsequently.

Defence

The Home Builder said that the Home Builder waited until 25 October 2019 to issue contracts because the Home Buyer awaited the arrival of his 21st birthday when he would become eligible for a mortgage. The Home Builder says in respect of the moving of the lamp post, this was required by the local authority and that the drawings shown to the purchaser at reservation were indicative only.

Findings

The adjudicator found that there was no high-pressure salesmanship. The Home Buyer entered into a reservation agreement but did not have a mortgage offer. He was at that point, therefore, unable to demonstrate that he was in a position to purchase the property. The correspondence makes reference to the need to await the 25th birthday of another individual. This state of affairs went on until December 2019. At that point, the Reservation Agreement was not continuing. The Home Builder was therefore under no obligation to exchange contracts with the Home Buyer.

It was open to the Home Builder to re-market the property at that point but the Home Builder did not do so provided that the Home Buyer found a mortgage offer by a stipulated date (which the Home Builder also allowed to expire without remarketing). The Home Builder accommodated a number of delays and offered terms on which it would protect the Buyer against the unanswered enquiry. There was no breach of section 1.5.

As for the streetlamp that was shown on a plan with which he was provided at a pre-purchase stage but was not ultimately located where shown. This was a minor change and

there is no evidence that there was insufficient lighting. The obligation on the Home Builder was only to provide sufficient information not every detail. The Home Builder was not in breach of section 2.1 by relocating the light without notice.

Decision

The claim did not succeed.

Complaint

The Home Buyer said that he asked about the size of the garden at an early stage of his negotiations with the Home Builder. This was important to him as he wanted to ensure that he paid a correct price for the Home. He received a communication in which he was told that the garden size was 19 metres by 10 metres (190 m²). When he moved into the Home on 4 February 2021, he was given instructions not to walk on the lawn for 4 to 6 weeks and therefore he did not at first notice that the size of the garden was only 13 by 8m (104m²).

He realised in March 2021 that he had not received the garden measurements that he had been told about and raised a complaint. He submitted that the Home Builder had not taken responsibility for this because it said (1) that before completion the Home Buyer was told that the garden would be cut short by 4.97m due to a slope at the end and (2) if this was a significant matter, the Home Buyer would have noticed sooner. The Home Buyer says that the loss of value is approximately £50,000 and he has suffered emotional distress.

The Home Buyer wanted an apology; an explanation and compensation of £15,000

Defence

The Home Builder did not file a defence but responded to the Proposed Decision. It said that it had not prepared the plan that the Home Buyer said he relied on, and if it was provided by the agents, this was the fault of the agents. The Home Builder also said that a correct plan had been attached to the conveyance and the Home Buyer had expressly agreed before contracts were exchanged that he would not take possession of a strip of land behind the fence which was very steep. The Home Builder referred to the contract terms which stated that the Home Buyer had not relied on oral statements that had not been disclosed.

Findings

The adjudicator found that there were breaches of sections 1.5 and 2.1 of the Code.

The plan that the Home Buyer was given by the agents had not been clear and truthful and the Home Buyer said that he had been enticed to buy the property due to the size of the garden. The fact that the agents may have made a mistake did not mean that the Home Builder, as principal, was not in breach of the Code.

The Home Builder was also in breach of section 2.1 in failing to correct the error. Even though the Home Buyer expressly agreed to the reduced length of the garden, he did not agree to a reduced width. The mere provision of a correct conveyance plan was not sufficient to undo the effect of the incorrect information which the Buyer had already made clear was important to his purchasing decision.

The Scheme does not provide for compensation for loss of value nor for emotional distress. Moreover, there was no evidence that the value of the property would have been different

merely because the garden was smaller. The adjudicator accepted that the Buyer had experienced considerable inconvenience and directed compensation of £400. No further apology or explanation was needed.

Decision

The claim succeeded. The Home Builder was directed to pay £400 to the Home Buyer.

Complaint

The Home Buyers stated that the Home Builder refused to extend the home warranty on the Property, built the garage incorrectly, omitted a hatch to the loft, there was no quality assurance and sign off process for the build, the garden was not laid properly, it did not provide them with information until they requested the information, and the issues at the Property have been unresolved for over 21 months. They also incurred property damage due to a flood at the Property as a result of the inadequate works carried out by the Home Builder.

Defence

The Home Builder submitted that that any dispute regarding the quality of the workmanship or build specification, extending the warranty and loss of possessions at the Property fall outside the scope of the Code. The Home Buyers' claim for £15,000 in compensation is not supported by evidence. The change in location of the loft hatch did not significantly alter the size, appearance or value of the Property. The works to the garden were underway at the time of its defence and it had made arrangements for the replacement of the front door and frame. There have been delays to materials due to the impact of Covid-19. It disputed that its after sales service was accessible.

Findings

The Adjudicator found that the complaints concerning the home warranty, the quality of the construction and poor workmanship at the garage and garden (including the allegations concerning the Home Builder's quality control/sign off procedures), and property damage fell outside the scope of the Scheme. The Home Builder breached Code Section 3.1 because the location of the loft hatch was a term of the contract and it did not inform the Home Buyers about the change to the location of the loft hatch.

It breached Code Section 5.1 because it did not deal with the Home Buyers' complaints adequately. In particular, the Home Builder did not properly manage the Home Buyers' expectations as to the timescales for resolving the issues the Home Buyers reported, and as a result the Home Buyers had to contact the Home Builder repeatedly to secure progression of the matters.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyers £250 in compensation for inconvenience.

Complaint

The Home Buyer having entered into a reservation agreement, logged a complaint about the pressure put on him to obtain a mortgage offer and an extension was given until 31 January 2020. This deadline was not met due to the Home Builder being unable to answer outstanding enquiries raised by the Home Buyer's solicitor.

The Home Buyer says that the threat of the sale being cancelled left him scared because if he lost the purchase he would lose the deposit for additional extras. He therefore did not choose optional extras but accepted the standard items. The Home Buyer says that he was the subject of aggressive, high pressure selling.

Additionally, the plans he saw showed a lamp post in the swale area. This was changed when the development was constructed but the Home Buyer was not told. The Home Buyer says that the Home Builder was in breach of sections 1.5 of the Code and 2.1 of the Code. He says that he had to accept a more expensive mortgage offer than he would have done were it not for the high pressure sales and that he has lost a large sum in having to change lender subsequently.

Defence

The Home Builder said that the Home Builder waited until 25 October 2019 to issue contracts because the Home Buyer awaited the arrival of his 21st birthday when he would become eligible for a mortgage. The Home Builder says in respect of the moving of the lamp post, this was required by the local authority and that the drawings shown to the purchaser at reservation were indicative only.

Findings

The adjudicator found that there was no high-pressure salesmanship. The Home Buyer entered into a reservation agreement but did not have a mortgage offer. He was at that point, therefore, unable to demonstrate that he was in a position to purchase the property. The correspondence makes reference to the need to await the 25th birthday of another individual. This state of affairs went on until December 2019. At that point, the Reservation Agreement was not continuing. The Home Builder was therefore under no obligation to exchange contracts with the Home Buyer. It was open to the Home Builder to re-market the property at that point but the Home Builder did not do so provided that the Home Buyer found a mortgage offer by a stipulated date (which the Home Builder also allowed to expire without remarketing). The Home Builder accommodated a number of delays and offered terms on which it would protect the Buyer against the unanswered enquiry. There was no breach of section 1.5. As for the streetlamp that was shown on a plan with which he was provided at a pre-purchase stage but was not ultimately located where shown. This was a minor change and there is no evidence that there was insufficient lighting. The obligation on the Home Builder was only to provide sufficient information not every detail. The Home Builder was not in breach of section 2.1 by relocating the light without notice.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that within a two year period from the date when she completed on the Home, the railings outside the Home are loose and rusted. She says that the Home Builder has refused to take action and says that this is for her to do. She complains of breaches of sections 4.1 and 5.1 of the Code. She seeks practical action for remediation.

Defence

The Home Builder says that in respect of this complaint which was raised for the first time four days before the application to this Scheme, it has asked a contractor to come round to tighten the bolts. It denies that it is liable for the repainting of the railings, which is, in any event, a snagging dispute and outside the scope of the Scheme.

Findings

The adjudicator found that to the extent that the Home Buyer's complaint was about the railings it was outside the scope of the Scheme. The Home Builder argued that the paint on the railings, being open to the elements, will form part of the homeowner's ongoing maintenance and is not snagging. It is this issue which cannot be determined under this Scheme.

The Home Buyer raised a complaint that the Home Builder had failed to comply with sections 4.1 and 5.1 of the Code, which is within the scope but did not succeed. The customer knew how to make complaints about the condition of the Home and had provided a snag list and has pursued correspondence with the company on certain other matters referred to above. The Home Builder submitted evidence that it had told the Home Buyer that the matter of the railings was passed to contractors to attend to the loose bolts and there is no evidence that in the four days, the Home Builder had failed to apply any complaint handling processes.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that he experienced misrepresentation, customer service, external flooding (affecting his driveway and garage) and snagging issues in relation to his Property. As such, the Home Buyer felt that the Home Builder had breached sections 1.5, 4.1 and 5.1 of the Code.

The Home Buyer was therefore seeking an apology, an explanation, compensation in the total sum of £421.81 (for personal items damaged by external flooding) and for the Home Builder to take practical remedial action in relation to his complaints (such as taking remedial action in relation to his snagging issues).

Defence

The Home Builder accepted that there had been some delays addressing the Home Buyer's snagging issues (as a result of the pandemic). However, it submitted that it was actively working to address these issues with the Home Buyer. T

he Home Builder accepted the Home Buyer's flooding-related concerns and offered to pay the full £421.81 claimed in relation to this issue. In relation to the Home Buyer's claims that it had breached sections 1.5, 4.1 and 5.1 of the Code, the Home Builder did not accept any liability.

Findings

After careful examination of the papers, the adjudicator noted that some of the Home Buyer's concerns (such as external flooding complaints) related to matters falling beyond the set requirements of the Code. It was explained that this did not mean the Home Buyer's entire claim was invalidated (as concerns within the scope of the Code/scheme had also been included in the application). Accordingly, the adjudicator clarified this issue and carried out a detailed examination of the alleged Code breaches.

Based on all the available evidence, the adjudicator was unable to objectively conclude that the Home Builder had fallen short of its Code obligations in relation to section 1.5.

Overall, the adjudicator was satisfied that the Home Builder's sales and advertising material and activity did not breach the Code's requirements.

In relation to sections 4.1 and 5.1 of the Code, the adjudicator explained that it is a general requirement for Home Builders to have a set system in place (for after sales services and complaints handling) and to adequately communicate this to Home Buyers.

Under the circumstances, given the information provided by the Home Builder in response to this issue (in conjunction with the wider evidence as available), the adjudicator was unable to objectively conclude that the Home Builder sufficiently discharged these requirements of the Code. The adjudicator was satisfied that these shortcomings would have inherently caused a

degree of inconvenience to the Home Buyer. Therefore, it was concluded that an apology and a discretionary award of £50 for inconvenience was warranted in this instance.

Decision

The Home Buyer's claim succeeded. The Home Builder was directed to provide the Home Buyer with an apology and a payment in the sum of £50.

Complaint

The Home Buyer stated that Home Builder handed the Property over to her with many defects, the flooring at the Property was installed poorly, the Home Buyer did not provide her with information regarding the condition of the Property and the flooring, and she suffered significant inconvenience as a result of the remedial works required following her occupation.

Defence

The Home Builder did not submit a reply to the claim.

Findings

The Adjudicator found that the claims concerning defects at the Property, poor workmanship, and the Home Builder's quality control procedures fell outside the scope of the Scheme.

The evidence did not show a breach of Code Sections 3.1, 4.1, and 5.1. The Home Buyer had not provided sufficient evidence proving that the colour and type of flooring at the Property were a term of the contract, neither was there sufficient documentary evidence of any promises or representation the Home Builder may have made concerning the flooring.

The evidence did not show that the Home Builder's after sales service was inaccessible and the available correspondence showed a reasonable level of engagement from the Home Builder in respect of the Home Buyer's complaint.

Decision

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

Complaint

The Home Buyer submitted that he experienced misrepresentation and customer service issues in relation to a play area being built near his Property. As such, the Home Buyer felt that the Home Builder had breached sections 1.5, 2.1 and 4.1 of the Code.

The Home Buyer submitted that when he purchased the Property in 2016 he was verbally assured by a sales representative that there would not be a play area with equipment near his Property. However, a play area was subsequently built near his Property.

The Home Buyer indicated that this has caused stress and subjectively affected his emotional enjoyment of the Property (as such, he is now looking into relocating). The Home Buyer therefore claimed for an apology and compensation in the total sum of £15,000.

Defence

The Home Builder did not accept that it had breached the Code. The Home Builder submitted that the information made available to the Home Buyer's solicitors always indicated that there would be a park near the Property (as this was an existing agreement under section 106 of the Town and Country Planning Act 1990). The Home Builder accepted that its representatives had verbally stated (mistakenly) that there would not be play equipment installed in the area in question.

However, the Home Builder submitted that the contract between the parties clearly states "The Buyer declares that the Buyer has only relied on spoken or written statements that have either been confirmed in writing by the Seller's Conveyancer or are contained in this Agreement".

Furthermore, it states "the Buyer acknowledges that the property is part of a larger development which may include future phasing of the development and works including (without limitation) the construction of roads and other highway works the provision of public open space play areas and community facilities and the Buyer further acknowledges that the clause of the Property and Price take account of such matters and the Buyer will not make any claim for loss of amenity or diminution of value of the property in respect of the same". In any event, the Home Builder submitted that it had engaged with the Home Buyer and attempted to resolve his concerns as much as possible.

Findings

Following close examination of the available evidence, the adjudicator noted that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. It was explained that this did not mean the Home Buyer's entire claim was invalidated (as concerns within the scope of the Code/scheme had also been included in the application). Therefore, the adjudicator explained this issue and carried out a detailed examination of the alleged Code breaches.

Following a holistic analysis of all the available evidence, the adjudicator was unable to conclude that the Home Builder had materially breached sections 1.5 and 2.1 of the Code.

With regards to section 4.1 of the Code, the adjudicator explained that it is a general requirement for Home Builders to have an accessible system in place (for after sales services) and to adequately communicate this to Home Buyers. In light of the information provided by the Home Builder in response to this issue (in conjunction with the wider evidence as available), the adjudicator was unable to objectively conclude that the Home Builder sufficiently discharged these requirements of the Code.

The adjudicator was satisfied that this shortcoming would have inherently caused a degree of inconvenience to the Home Buyer. Consequently, it was concluded that an apology and a discretionary award of £50.00 for inconvenience was warranted in this instance.

Decision

The Home Buyer's claim succeeded. The Home Builder was directed to provide the Home Buyer with an apology and a payment in the sum of £50.

Complaint

The Home Buyer complained that he was unable to open the fridge freezer door sufficiently to have unfettered access to the salad drawer. He said that the plan that he had been shown showed a strip of filler that would have enabled him to open the door wider so as to have the use of the fridge that the manufacturers intended. He said that the Home Builder has refused to address this and claims that there has been a breach of section 4.1 of the Code.

Defence

The Home Builder said that the fridge freezer was fitted in the location outlined on its kitchen plan, which the Home Buyer saw prior to reservation. The kitchen was also fitted and seen by the Home Buyer prior to the exchange of contracts. The proximity of the fridge freezer to the wall does not restrict the access to the salad drawer which is removeable when the door is open at 90 degrees. The drawer always has to be angled to remove it.

The Home Buyer states that the plans he was given show the gap between the fridge freezer and the wall to be 84mm, however the marketing materials all carry a standard disclaimer that all dimensions are maximum room sizes accurate to within 100mm. These dimensions should not be used for appliance, furniture or carpet measurements.

Although the Home Buyer says that the proximity of the fridge freezer to the wall is causing damage to the adjacent wall, the same kitchen is fitted in another plot on the same development where no damage is occurring. .

Findings

The adjudicator found that the Home Builder had investigated the Home Buyer's concerns and decided that nothing further could be done. The Home Builder's decision does not amount to a breach of section 4.1 of the Code. Section 4.1 of the Code does not require the Home Builder to agree with the Home Buyer and it is clear from the Home Builder's detailed response to this application that it still does not agree with the submissions made. The adjudicator did not find that this was a failure to pay attention to the Home Buyer's submissions to it.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder the Home Builder has failed to rectify a number of defects at the Property, the Home Builder breached Code Sections 4.1 and 5.1 because it does not have an after sales service or a complaints handling process. His queries to the Home Builder have been redirected to different Directors at the Home Builder without a resolution.

Defence

The Home Builder submitted that the Home Buyer purchased the Property from one of its Directors and it has contacted the Director concerned to respond to the Home Buyer in relation to the issues as soon as possible.

Findings

The Adjudicator found that the Home Buyer's complaints concerning defects and snags at the Property fall outside the scope of the Scheme.

The Home Builder breached Code Sections 4.1 and 5.1. The Home Builder's after sale service was inaccessible because the Director to whom the Home Buyer was redirected appears to have been unavailable for some period of time and it does not appear that the Home Builder provided the Home Buyer with an alternative contact the Home Buyer could deal with.

The correspondence between the parties supports the Home Buyer's position that he was signposted to different Directors without any particular official at the Home Builder taking responsibility for resolving the matter. There was a lack of ownership and engagement on the part of the Home Builder in respect of the Home Buyer's complaint, as a result of which the Home Buyer's complaint remained unresolved for an unreasonable amount of time.

Decision

The claim succeeded. The Adjudicator directed the Home Builder to pay the Home Buyer £350 in compensation for inconvenience.

Further, within four weeks from the date of the Home Buyer's acceptance of the final decision, the Home Builder shall investigate the Home Buyer's complaints concerning the Property, and provide the Home Buyer with a written response detailing the outcome of its investigations.

Complaint

The Home Buyer submitted that prior to purchase he was told by the Home Builder that a wall would be built to the front of the Property along the boundary line. This wall was shown in the pre-contract material with which he was provided. The wall was not built. He complained about the absence of the wall as soon as he was able to view the Property. The Home Builder had varied its explanation as to why the wall was not built. The presence of the wall was a key element in the Home Buyer's purchasing decision. He argued that the Home Builder breached Sections 1.5, 2.1, 2.6, 3.1 and 5.1 of the Code.

The Home Buyer requested that the Home Builder apologise, correct its sales information, facilitate the sale of the Property, and pay total compensation of £15,000.

Defence

The Home Builder submitted that the sales and advertising materials referenced by the Home Buyer contained an express disclaimer noting that they should not be relied upon. The Home Buyer was advised prior to purchase that the wall would not be built. The Home Buyer raised the issue of the wall on 12 March 2021 and again during a snagging visit. On each occasion the Home Buyer was assured that the construction was correct. No further complaints were received until a notification from the NHBC on 31 May 2021 that the Home Buyer had raised a complaint.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by inaccurately informing the Home Buyer prior to purchase that the wall would be built.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for failing to provide the information he required to make a suitably informed purchasing decision.

The Home Builder was also ordered to construct the wall as originally depicted in the sales material produced by the Home Buyer, if the Home Buyer requested that it be constructed, or pay the Home Buyer the cost of constructing the wall, to a maximum of £15,000 including VAT, to enable him to arrange construction himself.

If the Home Buyer did not wish the wall to be constructed, or the Home Builder was unable to do so due to planning permissions for which a variation has been denied or due to contracts with other purchasers where another purchaser with such a contractual right has objected to the construction, then the Home Builder must pay the Home Buyer compensation of £500 for the inconvenience the Home Buyer would experience in not receiving the wall.

Complaint

The Home Buyers submitted that the Property was described in advertising as including a car barn. They were not told in communications with the Home Builder, including communications relating to the car barn, that they would not own the car barn and only have a right to use it. This information was provided in the final sales documentation, but the change that the Home Buyers argue was made was not highlighted. Their solicitor did not notice the change. They argue that the Home Builder breached Sections 1.5 and 2.1 of the Code.

The Home Buyer requested that the Home Builder apologise and provide an explanation; and either transfer ownership of the car barn to the Home Buyers, or pay compensation of £51,300 and confirm that the Home Buyers cannot in future be charged for using the car barn.

Defence

The Home Builder submitted that outdated documentation was provided to the Home Buyers by accident. Accurate documentation was provided prior to purchase. It denied that the Property had a lower value because it did not include ownership of the car barn.

Findings

The adjudicator found that the Home Builder breached Sections 1.5 and 2.1 of the Code by providing inaccurate information to the Home Buyers regarding ownership of the car barn.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyers for its breaches of the Code, and pay the Home Buyers compensation of £500.

Complaint

The Home Buyer raised complaints about the construction, safety and maintenance of the road adjacent to the Property. On 8 February 2021, during inclement weather, a major accident occurred with a car hitting the Property causing significant damage, and endangering the life of his child.

The Home Buyer stated that he had raised concerns to the Home Builder both prior to and after the incident, but the Home Builder has been dismissive of his concerns and is refusing to meet its obligations.

The Home Buyer sought £7525.00 for the loss incurred (including £500 for inconvenience). The Home Builder also requested an independent highway inspection and installation of a grit bin.

Defence

The Home Builders denied liability. The Home Builder stated that it was confident that it has met its contractual obligations and that its planning layouts have been approved by the local authority.

Findings

The adjudicator found that the Home Buyer's complaints about the construction, safety and maintenance of the road fell outside the scope of adjudications under the Scheme and could not be considered. However, the Home Builder breached its obligations under sections 1.1, 1.2, 4.1, 4.2 and 5.1, as the Home Builder had not shown that it provided: the Code Scheme documents, or clear information about its after-sales services, construction site health and safety precautions, a health and safety file for the home, and complaints procedure to the Home Buyer.

Decision

The claim succeeded. The Home Builder has breached sections 1.1, 1.2, 4.1, 4.2 and 5.1 of the Code, and the Home Buyer suffered inconvenience in having to make enquiries with third parties about how to escalate his complaints further.

The adjudicator directed the Home Builders to pay the Home Buyer £350.00 for the inconvenience caused. The adjudicator also directed that the Home Buyer's registration fee be reimbursed, if applicable.

Complaint

The Home Buyer submitted that he experienced snagging issues (in relation to matters such as unlevelled flooring) with his Property. As a result of these issues, the Home Buyer felt that the Home Builder had breached sections 4.1 and 5.1 of the Code.

The Home Buyer submitted that his snagging issues were referred to the NHBC warranty resolution service and he was hoping that it would send a claims investigator to resolve his concerns. Nevertheless, as a result of his snagging issues, the Home Buyer claimed an explanation, compensation in the sum of £15000.00 and for the Home Builder to resolve his snagging concerns.

Defence

The Home Builder submitted that it had fully and correctly complied with the requirements of the Code. It submitted that the Home Buyer's warranty-related snag concerns were being addressed and their claim for £15000 had not been substantiated with any evidence. Accordingly, the Home Builder did not accept any liability to provide the Home Buyer with the redress claimed.

Findings

Following a thorough examination of the evidence provided, the adjudicator highlighted that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator explained 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). As such, the adjudicator explained this issue and continued onto a detailed examination of the alleged Code breaches.

Following a full assessment 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 show that the Home Builder had appropriately met its obligations under sections 4.1 and 5.1 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 processes in place under sections 4.1 and 5.1 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 submits that the Home Builder has breached Sections 1.5, 2.1, 3.1, and 5.1 of the Code, mis-sold the Property, and did not comply with the “perceived plans”. Specifically, the Home Buyer submits that after moving in and upon making an Application for garden works (and having received an objection from a neighbour), the local Council made the Home Buyer aware that certain elements of the Property did not conform to the Home Builder’s original approved plans for the Property and directed the Home Buyer to take action.

The Home Buyer submits further that whilst she requested that the Home Builder put right the disputed issues, the Home Builder declined to do so and she incurred financial loss and inconvenience as a result. In summary, the Home Buyer states that: 1) “the boundary was pushed back and sold to [her], which has resulted in further compensation to owners of Tunstall Farm following the approval of [her] application and [the Home Builder] not paying them originally the residential value as a result of moving the boundary line/buffer zone back in an easterly direction, starting from [the Property] to the bottom of the development”, 2) “the retaining wall on south side was not built to [the] approved plan resulting in soil to fall through neighbouring fence...which resulted in the subsidence complaint, during our planning application”, 3) “the plans state close boarded yet open boarded fence has been installed and [it has] been held enforceable to erect close boarded (no gaps) by the council”, 4) the “garden levels [were] not as approved plans”, 5) “trees [were] not planted as per approved plan within the front and rear of the garden”, and 6) “drainage installed in between [the Property] and [address] which is not on the approved plans and this could lead to a civil dispute due to alleged flooding within their property. The Home Buyer submits further that the “upstairs windows installed...are of bad design and prevent...cleaning” and the “drive is starting to sink and as yet still no action taken to investigate despite several requests for it to be investigated”.

The Home Buyer submits further that she experienced poor complaint handling and has provided evidence in support of her submission, including, for example, plans, diagrams, copy correspondence, quotations, and invoices/receipts.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder submits that - in relation to the retaining wall - the contract allows for “minor amendments” and the increase in length of the wall (allowing more soil to be retained) was an “improvement”.

The Home Builder submits further, in relation to the fencing, that it was installed in accordance with the planning permission and that “open board fencing is installed throughout the Development”. In relation to the landscaping of the garden, the Home Builder states that “the Customer requested that the garden should not be landscaped in accordance with the approved plans for the Development” and that “she chose to landscape

the garden herself using her own contractors. The Builder was asked to level the garden to facilitate this and did so.

The Customer assumed responsibility for any planning issues relating to her choice of landscaping. Planning issues have arisen because of her choice of landscaping.” The Home Builder comments further that “notwithstanding that the Builder was under no obligation to assist the Customer with her planning application, the Builder has done so” and the “garden was levelled in accordance with the instructions of the Customer to enable her to landscape as she chose to do so”.

Further, the Home Builder submits that the customer “asked the Builder not to include a trellis as she was landscaping the garden herself” and that the customer “notified the Builder that [she] was landscaping the garden herself and that the Builder would not be required to plant trees”. In relation to the alleged drainage issue, the Home Builder states that the drainage “was installed from what was plot 37 running the full length of the street to Suds Pond. This was required by the local authority to prevent flooding. The Builder was required to comply with the instructions of the local authority”.

Findings

The adjudicator found that the Home Builder breached sections. 1.5, 2.1, 3.1 and 5.1 of the Code.

Decision

The claim succeeded and the adjudicator awarded the repayment of financial losses incurred of £11,046.60 and an amount of £500 for inconvenience.

Complaint

The Home Buyer submitted that he experienced snagging issues with his Property (in relation to unsatisfactory carpet installation/quality and skirting board painting). As a result of these snagging issues, the Home Buyer felt that the Home Builder breached sections 4.1 and 5.1 of the Code. The Home Buyer is therefore claimed compensation in the sum of £12,563.29 from the Home Builder.

Defence

The Home Builder submitted that it fully and correctly complied with the requirements of the Code. It submitted that the Home Buyer's NHBC warranty-related snagging concerns do not amount to a breach of the Code. Accordingly, the Home Builder did not accept any liability to provide the Home Buyer with the redress claimed.

Findings

At the outset, the adjudicator explained that some of the Home Buyer's complaints related to matters falling beyond the set requirements of the Code. It was explained 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). Upon careful review of the evidence provided, the adjudicator was unable to find evidence to prove any actual Code breaches on the part of the Home Builder.

The available evidence appeared to prove that the Home Builder had appropriately met its obligations under sections 4.1 and 5.1 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 the required service/informational processes in place under sections 4.1 and 5.1 of the Code. Consequently, the adjudicator concluded that they were no material breaches of the Code established.

Decision

The Home Buyer's claim did not succeed.

Complaint

The Home Buyer submitted that a number of issues with the Property had still not been resolved. She was given inaccurate information about water rates and was not told about a protected strip or of the disruption that would result from the use of the [named trail] by third parties. Promised street lighting had not been provided.

The Home Buyer sought that the Home Builder resolve the problems identified or pay compensation so that the Home Buyer could have them resolved.

Defence

The Home Builder submitted that a number of the Home Buyer's claims did not fall within the scope of the Code. Others had already been remedied. The Home Buyer was informed about the presence of the protective strip. It acknowledged misinforming the Home Buyer about water rates for the Property, but said that this was a good faith error. Issues relating to the trail and street lighting were beyond its control.

Findings

The adjudicator found that the Home Builder breached the Code with respect to the Home Buyer's complaint about the panels in the bath, her complaint about the fence along the Property's drive, her complaint about the Property's drive, and by providing inaccurate information regarding the protected strip on the Property.

Decision

The claim succeeded. The adjudicator directed the Home Builder to attend the Property to examine the panels in the bath, performing any work needed; attend the Property to examine the fence along the Property's drive, performing any work needed; attend the Property to examine the drive, performing any work needed; and pay the Home Buyer compensation of £500.

Complaint

The Home Buyer submitted that the landscaping in the development did not match the landscaping in the Home Builder's promotional materials. This difference had resulted in a loss of land area for the Property. After-sales service had been poor. There had been many defects in the Property, some of which still had not been resolved. Extra was charged for a larger garden but the garden was not larger. The garden had a slope, resulting in a drainage problem. The garden was not compacted properly and was uneven. There were substantial problems getting the grass in the garden to grow. She argued that the Home Builder had breached Sections 1.5, 2.1, 2.6, 3.1, 3.2, 3.4, 5.1 and 5.2 of the Code.

The Home Buyer sought that the Home Builder apologise and provide an explanation; put landscaping on the private land along the exterior wall; place a boundary to distinguish the private and public areas along the landscaping; re-lay the garden and address the drainage problem; replace the rotten fence; repair the leak in the master bedroom; repair the leaking radiator in the en-suite bathroom; and pay compensation of £7,860.

Defence

The Home Builder submitted that the Home Buyer saw the boundaries of the Property and the landscaping layout at the time of reservation. The Home Buyer acknowledged at the time of reservation that she was aware that the garden had a slope. The plot of land to be delivered to the Home Buyer had not changed. A stone wall existed within the boundary of the Property and did not mark the legal edge of the Property. The Home Buyer could submit proposals for landscaping of the portion of the Property outside the fence, which may be put in place at the Home Buyer's expense if approved. Information on the wall was provided to the Home Buyer at an early pre-reservation stage.

The Home Buyer paid the agreed price for the Property. The contract of sale expressly confirmed that turfing may be finalised after completion on the Property. The Home Buyer was provided with information on the Home Builder's complaints procedure. The Home Builder had appropriately addressed the issues raised by the Home Buyer. Recent photographs showed the grass in the garden growing. There was reason to believe that in 2020 the garden was not properly maintained, and no evidence to suggest that any footprints were made by agents of the Home Builder. The Home Builder denied that the fence was rotting or required replacement. The Home Builder had responded to address both the leak in the master bedroom and the leaking radiator in the en-suite bathroom.

Findings

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

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the Property suffered from “almost 100 snagging items”, to “poor workmanship” and whilst the Home Buyer states that she raised the issues as soon she moved in, the Home Builder provided poor complaint handling/customer service. The Buyer states further, in relation to Section 4.1 of the Code, that the Home Builder’s showed a “lack of knowledge” about the site (having taken over from [company]) and - in relation to Section 5.1, that she had to constantly chase the Home Builder for responses, which were, in any event, “unsatisfactory” and “rude”.

Defence

The Home Builder disputes the claim and submits that it did not breach a section of the Code. Specifically, whilst the Home Builder acknowledges that the Home Buyer has “raised various issues in relation to the construction of the property”, it submits that the “matters have already been resolved by the carrying out of remedial works and/or the payment of costs”.

Whilst the Home Builder acknowledges further that “due to the pandemic and subsequent delays, the works were not carried out as quickly as [company] had anticipated” and accepts that there were “delays in resolving the issues”, it considers that the issues have been “properly settled and closed”.

Findings

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

Decision

The claim succeeded and the adjudicator awarded £60 for inconvenience.

Complaint

The Home Buyer submitted that he experienced multiple snagging issues with his Property (such as defective cupboard doors). He explained that most of the snagging issues (except items such as the cupboard door issue) have now been addressed. However, the Home Buyer submitted that he had to contact the NHBC resolution service and felt that the snagging issues he experienced amount to a breach of sections 4.1 and 5.1 of the Code. The Home Buyer therefore claimed for the Home Builder to resolve the outstanding snagging issues and provide compensation in the total sum of £3529.87.

Defence

The Home Builder did not accept any liability for breaching the Code. The Home Builder submitted that it is a small, family-run business and therefore does not have a set/dedicated aftercare service. The Home Builder stated that having telephone numbers and email addresses of the company owners should be adequate in terms of being able to make contact to report snags or defects. In any event, the Home Builder submitted that most of the snagging issues have now been addressed and it is actively working to address the Home Buyer's remaining snagging issues.

Findings

The adjudicator highlighted to the parties that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator made it clear that this did not mean 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).

Following a full examination of the case papers, the adjudicator was satisfied that the Home Builder had not fully adhered to the requirements of the Code in relation to sections 4.1 and 5.1. The Home Builder accepted that it had no formal processes to deal with Home Buyer complaints or queries.

Furthermore, the evidence did not show that the Home Builder had adequately highlighted the information (as required under sections 4.1 and 5.1) to the Home Buyer. Given the circumstances, the adjudicator was satisfied that these shortcomings would have inherently caused a degree of inconvenience to the Home Buyer. Therefore, taking into account the nature and extent of the Home Builder's shortcomings in relation to its Code obligations and the reasonable degree of inconvenience that would have been experienced as a result, it was concluded that a discretionary award of £100 for inconvenience was warranted in this instance. Based on the evidence provided, no further redress direction was warranted.

Decision

The Home Buyer's claim succeeded. The Home Builder was directed to provide the Home Buyer with a payment in the sum of £100.00.

Complaint

The Home Buyer stated that Home Builder breached Code Section 2.6 because it did not refund the full amount of deposit which she paid for the Property. She withdrew from the sale because communication with the Home Builder broke down and the Home Builder did not provide her with sufficient information concerning the safety of the site. The Home Buyer considered that the Home Builder ought to have refunded the full amount of deposit in these circumstances.

Defence

The Home Builder submitted that the Home Buyer signed the reservation agreement in full knowledge and agreement to the conditions of the reservation. The reservation agreement stated that if the Home Buyer cancelled the reservation, it would withhold £500 to cover reasonable administrative charges. It provided the Home Buyer with all available information regarding contamination and remediation of the site.

Findings

The Adjudicator found that the Home Builder was entitled to deduct £500 from the reservation fee under Clause 3 of the reservation agreement, Clause 3 was clear in its terms and there were no other evidenced breaches of the Code that justified a direction for the Home Builder to refund the £500 deducted to the Home Buyer.

The Home Builder also provided evidence to prove its position that it had provided the Home Buyer with all the available information regarding contamination and remediation of the site.

Decision

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

Complaint

The customer completed the purchase of the property on 14 December 2020. Upon taking possession he identified two sloping roofs were not laid with the correct slope. The sub-contractor who laid the roofs inspected and agreed with him, but stated the slope would not cause any significant problems. The NHBC also inspected the roofs and agreed they were not laid correctly but stated it could take no action because it had no performance standards for flat roof slopes.

The Home Buyer complained to the Home Builder, but he refused to relay the roofs or to pay to have a third-party do the work. The performance of the Home Builder has resulted in him experiencing stress and inconvenience and in wasting many hours in dealing with the problems identified.

Defence

The Home Builder denies there is a dispute between the parties. The Home Builder states the roofs comply with both local authority standards and the Building Regulations.

The Home Builder states that the standard performance criteria of the NHBC had been achieved.

Home Buyer has not substantiated his claim and therefore the claim to CCHB should be dismissed.

Findings

The adjudicator found that the Home Buyer's claim does not succeed. The adjudicator is not persuaded that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of section 4.1 of the Code as alleged.

The adjudicator did find that the two-year NHBC warranty period was ongoing until December 2022 and should the roofs develop problems prior to this date then the Home Buyer has recourse to the warranty. The adjudicator identified that the Home Buyer was unhappy with his understanding of the quality of after sales service he actually received, but this is not the same as the Home Builder not providing the service.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that Home Builder breached Code Sections 1.5 and 3.1 because it failed to apply turf to the garden as it had agreed to do, and it did not inform her about the change to the appearance of the garden. It breached Code Section 4.1 because it did not resolve defects at the Property and it did not provide her with information about the garden. It breached Code Section 5.1 because it did not resolve her complaint regarding safe access to the garden.

Defence

The Home Builder submitted that at the reservation stage, it explained to the Home Buyer that there would be a steep gradient at the garden. It considered that it had provided reasonable access to the garden. It acknowledged that it did not turf the garden as it had agreed to do, and it offered to cover the slope at the garden with shrubs or pay the Home Buyer £1,000.00 as a contribution towards any landscaping works she choose to carry out. The Home Buyer declined its offer.

Findings

The Adjudicator found that the claim concerning defects at the Property and issues including ground stabilisation fell outside the scope of the Scheme.

The Home Builder did not breach Code Sections 1.5 and 2.1, because it had informed the Home Buyer at reservation that there would be a steep gradient at the garden. The information the Home Builder provided the Home Buyer about the slope was clear and truthful, and was sufficient information to enable the Home Buyer carry out her own due diligence before purchasing the Property.

There was no breach of Code Sections 4.1 and 5.1 found on review of the correspondence between the parties, as the correspondence showed that the Home Builder's after sales service was accessible and it had carried out reasonable steps to investigate and resolve the issues the Home Buyer raised, including admitting that it ought to have applied turf to the slope, agreeing to carry out the works, and making settlement offers to the Home Buyer with a view to resolving the complaint. However, the Home Builder breached Code Section because it was clear from its admission and the evidence, that it had agreed to apply turf to the garden and it failed to do so.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £1,100.00 in compensation, comprising £1,000.00 towards the cost of landscaping works at the Property and £100 for inconvenience

Complaint

The Home Buyer submitted that he experienced multiple snagging/defect issues with his Property. Despite referring these issues to the NHBC resolution service, the issues were not yet fully resolved. The Home Buyer submitted that these snagging/defect issues had caused stress and he spent 21 days dealing with these matters. Consequently, he claimed payment for 21 days of his salary. As a result of these issues, the Home Buyer felt that the Home Builder has breached section 5.1 of the Code.

The Home Buyer therefore claimed an apology, an explanation, for the Home Builder to take action in relation to the snagging/defect issues and provide compensation in the total sum of £10,727.28.

Defence

The Home Builder did not submit a defence.

Findings

The adjudicator highlighted to the parties that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator made it clear that this did not mean 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).

Following a full assessment 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 show that the Home Builder had appropriately met its obligations under section 5.1 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 had the required service/informational processes in place under section 5.1. Accordingly, the adjudicator concluded that they were unable to establish any material breaches of the Code.

Decision

The Home Buyer's claim did not succeed.

Complaint

The Home Buyer submitted that the Home Builder had breached NHBC guidelines/requirements. In particular, the Home Buyer submitted that he experienced issues because an external path outside the Property is 625mm and it should be 750mm with a 150mm gravel margin (900mm total).

Furthermore, the Home Buyer highlighted that the Home Builder corrected a snag in relation to the placement of the rear garden fence (as it was not in the correct position). The Home Buyer submitted that he withheld permission to do this but the position of the fence was nevertheless corrected. The Home Buyer submitted that, during the fence correction works, aspects of his garden were damaged (in April 2021) but the Home Builder subsequently repaired this damage (in July 2021). As a result of these issues, the Home Buyer felt that the Home Builder had breached sections 2.1 and 5.1 of the Code.

The Home Buyer's singular claim was for the Home Builder to widen the external path outside his Property to 900mm.

Defence

The Home Builder did not submit a defence.

Findings

At the outset, the adjudicator explained to the parties that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator confirmed that this did not mean 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).

Upon careful examination of all the evidence provided, the adjudicator was not satisfied that there was sufficient evidence to prove any actual Code breaches on the part of the Home Builder. Whilst the adjudicator appreciated that the Home Buyer had raised NHBC warranty concerns, it was explained that (as an entirely separate organisation) the scheme could not make decisions regarding the NHBC's guidelines/requirements.

Ultimately, the available evidence showed that Home Builder had the appropriate systems in place (as required by the Code) and its overall actions (when considered holistically) did not amount to any material breaches of the Code. Accordingly, the adjudicator found that the Home Buyer's singular claim for redress could not succeed.

Decision

The Home Buyer's claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder was in breach of the Code as it failed to ensure that the Property's roof tiles were unmarked, cracks in the render were repaired, guttering and roof flashing were correctly fitted and then providing poor customer and after-sales service

The Home Buyer sought the Home Builder to rectify the outstanding issues with her property or provide compensation to pay for the various repairs required.

Defence

The Home Builder's position is that it has not breached any section of the Code. The Property's roof tiles are manufactured to the industry standard, and the Home Builder did and continues to provide after-sales service to the Home Buyer.

Findings

The Home Builder has not breached Clauses 4.1 or 5.1 of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyer submitted that they experienced various snagging/construction issues with the Property. In connection with these issues (and other matters), the Home Buyer believed that the Home Builder had breached sections 2.1, 3.2, 3.3, 3.4, 4.1 and 5.1 of the Code. Accordingly, the Home Buyer claimed for the Home Builder to take various practical actions and to provide him with compensation in the sum of £9217.25

Defence

The Home Builder submitted that it had fully and correctly complied with the requirements of the Code. The Home Builder indicated that the available evidence showed its correct compliance with the actual requirements of the Code. Accordingly, the Home Builder did not accept any liability to provide the Home Buyer with the redress claimed.

Findings

Upon close inspection of the available evidence, the adjudicator highlighted that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator explained 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).

In relation to section 2.1 of the Code, the adjudicator explained that the Home Buyer's snagging concerns did not amount to a breach of the Code. In addition, it was explained that the application of legal document fees (as detailed in the reservation agreement) did not amount to a breach of section 2.1 of the Code. The adjudicator proceeded to explain that the existence of a construction delay did not automatically result in a breach of section 3.2 of the Code.

The adjudicator explained that the Home Builder's obligations under this section of the Code was to provide reliable and realistic information regarding construction, completion and handover (and based on the evidence, it had done so).

With regards to section 3.3 of the Code, the adjudicator explained that the Home Builder's actions in explaining the Home Buyer's potential financial liabilities for terminating the contract did not amount to a breach of the Code. In relation to section 3.4 of the Code, the adjudicator noted that the Home Builder had appropriately explained how Home Buyer deposits are protected and how any other pre-payments are dealt with. As such, the adjudicator could not conclude that there had been any breach of section 3.4.

In addition, the available evidence appeared to show that the Home Builder had appropriately met its obligations under sections 4.1 and 5.1 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 processes in place under sections 4.1 and 5.1 of the Code. Accordingly, the adjudicator could not impartially identify 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 had failed to provide an after-care and complaints handling service because the Home Builder had failed to resolve flooding at the end of her garden.

Defence

The Home Builder says that the Home is in an area with a high water table. The NHBC has inspected and found its standards to have been met. The Home Builder has tried to find a resolution to the boggiess that can occur following heavy rainfall at the end of the customer's garden. However, due to the gradient of the lawn at the Home from the nearest drain outlet the level could not be achieved to reach a positive outfall, therefore a land drain is not possible. No further practical action is possible.

Findings

The adjudicator explained that she had no jurisdiction to decide individual items of snagging unless a breach of the Code had been established. In this case, she found that there were breaches of sections 4.1 and 5.1 of the Code.

The Home Buyer had been trying in various ways to get an answer to her complaint about the state of the garden for approximately 15 months and it was clear from the history that the Home Buyer did not know who would make a decision about the issue she had raised, nor when and how the decision would be taken. She repeatedly had to chase up responses. This was not the provision of an accessible after-sales service and did not demonstrate the availability of systems and procedures to manage her service calls and complaints.

However, in the end the Home Builder had made a decision on the snagging issue that minimum requirements had been met and nothing further could be done. As there was thus no evidence that practical action could be taken now to drain the garden, the adjudicator did not direct practical action. The adjudicator directed that the company should pay £500 for inconvenience.

Decision

The claim succeeded. The Home Builder was directed to pay compensation of £500.

Complaint

The Home Buyer claims that the Home Builder did not hand over the full plot of land; that it did not provide any information on who was responsible for the disputed land; and that it did not deal with the resultant complaint.

Defence

The Home Builders denied liability and averred that the Home Buyer was shown plans of the Property; that all information on the conveyed area of land has been provided to the Home Buyer; and that the relevant sales advisors are no longer with the business so they can't comment on the complaint. The Home Builder offered to carry out the remedial work to the garden.

Findings

The adjudicator found that the Home Builder had signed to having seen the plans for the Property; therefore, there was no breach of section 1.5 established. The issue of the land conveyed, under the next part of the claim (3.1 and 4.1) was found to be out of the scope of the code. The Home Builder was found to be in breach of section 5.1 for not dealing with the complaint within an appropriate timeframe, nor had it demonstrated that it had a complaints procedure.

Decision

The claim succeeded.

The Home Builder was ordered to complete the works to the garden; namely, to "rebook the fencer and landscaper to re-turf the affected area". The Home Buyer was also awarded £150.00 for inconvenience.

Complaint

The Home Buyer stated that the Home Builder was in breach of the Code as it failed to provide a legal completion date and not making him aware of the terms of the Home Builder's Part Exchange, Part Exchange Safety Net and My Move schemes

The Home Buyer sought the Home Builder to apologise and pay £9,666.80 compensation.

Defence

The Home Builders' position is that it has not breached any section of the Code. Throughout the entire reservation period, the Home Buyer was guided through the new build sales process and was given clear instructions, which allowed him to make an informed decision.

The Home Buyer was also made aware that confirmation of a build start date was required before giving an estimate of a legal completion date, but that the property was not scheduled for completion for several months.

Findings

The Home Builder has not breached Clauses 2.6 or 3.2 of the Consumer Code for Home Builders.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that on 13 May 2021, she was informed by the company that the Property's fences were not currently placed on the Property's boundary line. She discovered that the company had known about the issue since December 2020, but had not raised it. Being unaware of the problem, she had laid a garden patio alongside the fence. The company agreed to relocate the fences and rectify any damage caused.

The work had still not been performed, and communication from the company had been poor. The company offered compensation of £400.00 for the poor customer service she had received, but it had still not been paid. She argued that the Home Builder had breached Sections 2.6, 4.1 and 5 of the Code.

The Home Buyer sought for the Home Builder to apologise, rectify the fence boundaries, and pay compensation of £3,000.

Defence

The Home Builder submitted that it acknowledged that the Property's fences were incorrectly placed, and this was brought to its attention in May 2021. It was willing to relocate the fences and undertake any necessary remedial landscaping work, including the paving described by the Home Buyer in her application.

Delays had been experienced due to the need to coordinate with multiple properties. It was willing to formally apologise to the Home Buyer, and believed that the £400.00 of compensation already offered was appropriate. It denied that it had breached the Code.

Findings

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

Decision

The claim succeeded.

The adjudicator directed the Home Builder to relocate the Property's fences to the boundaries of the Property; undertake any necessary remedial landscaping work, including the paving described by the Home Buyer in her application; apologise to the Home Buyer for both the initial error and for the delays she has experienced; and pay the Home Buyer compensation of £400.00.

Complaint

The Home Buyer submitted that the original description of the Property included an alarm system with magnetic door sensors on the front door, utility door and bifold door as well as PIR sensors. When he moved into the Property only the PIR sensors had been installed. He raised this to the company, and the company's contractor acknowledged that an error had been made. The company advised that wireless door sensors would be installed, so that it would not be necessary to undertake the work required to install the wired system originally described. Because of how the sensors were installed they provided less security than the system originally described. He was also told that as the new system was wireless it relied on batteries, and that he would be charged for replacement batteries and the call out cost. Other properties completed after the Property have had the correct alarm system installed. One wireless sensor had fallen off, after barely six months. He argued that the Home Builder had breached Sections 1.2, 1.4, 1.5, 2.1, 4.1 and 5.1 of the Code.

The Home Buyer sought for the Home Builder to Install the alarm system originally described, making good as required.

Defence

The Home Builder submitted that the hybrid system installed was fit for purpose. It had agreed to repair the detached sensor. It advertised an "intruder alarm", but did not specify the type. The plan shown to the Home Buyer included a magnetic contact. The Home Builder had installed a passive sensor, which it argued was superior, but had installed a magnetic system at the Home Buyer's request. The Home Buyer had received a system superior to that promised, as the Property now had both a magnetic system and passive sensors. Batteries were anticipated to last for around 10 years and the Home Builder had offered to pay for the first replacement as a goodwill gesture. The Home Builder denied that the Home Buyer had experienced poor after-sale support.

Findings

The adjudicator found that the Home Builder had breached the Code by failing to provide the Home Buyer with a copy of the Code alongside the Reservation Agreement.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay the Home Buyer compensation of £100.00 for inconvenience experienced as a result of the Home Builder's breach of the Code.

Complaint

The Home Buyer submitted that the tiling in the main bathroom behind the sink and toilet had been finished to a poor standard. The Home Builder insisted that the finish is correct, but other properties of the same design had different tiling. An employee of the Home Builder acknowledged that the tiling did not look correct, and stated that the specification had been changed after the Property was built. A visiting contractor had stated that it looked like an error was made. The Home Buyer argued that the Home Builder had breached Sections 4.1 and 5.1 of the Code.

The Home Buyer sought for the Home Builder to re-do the tiling in the main bathroom.

Defence

The Home Builder submitted that the Property had been built in accordance with specification. The Home Buyer viewed the Property prior to purchase and did not raise an objection at that time. The issue of the tiling specification was first raised in January 2021 and a response was provided. A formal complaint was raised on 26 April 2021 and a full response was given on 1 June 2021. The Home Builder denied that it has breached the Code.

Findings

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

Decision

The claim did not succeed.

Complaint

The Home Buyer said that the Home Builder had agreed to pave the area behind his neighbour's garage. He asked the Home Builder to do the same for him and was told that he had to pay for this to be done. The Home Buyer says that he should have been told about this as an available option and that it was unfair that this benefit had been provided to his neighbour and not to him. He said that there had been breaches of sections 2.1 and 3.1 of the Code. asked for a direction that the Home Builder should pave the corresponding area in his garden.

Defence

The Home Builder said that this was not a standard option but that it had reached an agreement with the Home Buyer's neighbour to pave the area in question. This did not mean that it had to do the same for the Home Buyer with whom it had reached no such agreement. The Home Builder submitted that there was no breach of the Code.

Findings

The adjudicator found that there was no breach of the Code. The Code did not prevent different arrangements being made with different purchasers and the Home Builder was under no obligation to tell a purchaser what had been agreed with another buyer.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached sections 4.1 and 5.1 of the Code by failing to follow through with the inspection of the grass at the Property. The Home Buyer asserts that the Home Builder has incorrectly laid the grass to the garden and has failed to address the subsequent complaint or carry out the agreed inspection.

The Home Buyer asserts that the grass “cannot be walked on evenly, is sinking and waterlogged [and]...not installed to industry standard specification, not easy to maintain with cutting of the grass and aesthetically not a quality homes finish and at no point should completion be carried out with such a poor finish. From our survey showing the ground is poorly built up with no hard-core and no Geotextile T1000 to support underneath the subsoil and topsoil.”

Defence

The Home Builder has not submitted a defence, nor provided any comment on this dispute.

Findings

In the absence of any evidence to demonstrate that the Home Builder has attempted to deal with the complaint, beyond promising to do so by email on 3 August 2021, I do not consider the an appropriate remedy to the complaint to have been provided, as required under this section of the Code. I therefore find the Home Builder to have breached section 5.1 of the Code.

Decision

The claim succeeded.

As a result of the breach and in consideration of the Home Buyer’s requested remedies, the Home Builder was ordered to carry out the inspection as agreed in its email of 3 August 2021, within 2 weeks of the final decision and at a time agreed to by the Home Buyer; to report on the findings on the inspection; and to rectify any issues to be found to be outside of the listed NHBC tolerances, within 4 weeks thereafter.

Complaint

The Home Buyer stated that Home Builder breached Code Section 4.1 because it installed “faulty slabs” at the Property, and it has refused to replace the slabs. The Home Buyer alleged that the Home Builder treated him differently from other residents on the development due to the use of the faulty slabs at his Property.

Defence

The Home Builder denied any suggestion of discrimination. It stated that different slabs were used at phase two of the development, which included the Property, because the slabs used at phase one was unavailable at the time phase two was being constructed. There are no defects in the slabs. It has an accessible service and it attempted to deal with the issues with the Home Buyer.

Findings

The Adjudicator found that the Home Buyer’s complaints concerning discrimination, defects and poor workmanship fell outside the scope of the Scheme and could not be adjudicated upon.

The Adjudicator considered whether the Home Builder reached its decision not to replace the slabs in a manner that was consistent with the Code. The Adjudicator found that the evidence did not show a breach of Code Section 4.1.

The complaint as presented suggested that there was some correspondence between the parties on the issue. The Home Buyer’s application also referred to a final response from the Home Builder on 20 September 2021, which was correspondence from the Home Builder after the sale of the Property was completed.

The evidence did not prove that the Home Builder’s after sales service was inaccessible.

Decision

The claim did not succeed and the Adjudicator did not make a direction for further action by the Home Builder.

Complaint

The Home Buyer stated that Home Builder breached Code Section 4.1 because the planks it installed at the Property look unsightly, and it breached Code Section 5.1 because it did not acknowledge or respond to his complaint.

Defence

The Home Builder submitted that it had dealt with the issue of raised planks at the balcony and the NHBC had confirmed that it had complied with the NHBC Technical Requirements, therefore it was not liable to carry out any further works to the planks or to pay the customer compensation.

It acknowledged that the Home Buyer had asked it to raise a formal complaint and it had not done so. It overlooked the Home Buyer's request in error and it apologised to the Home Buyer for its error and oversight. It had also carried out a refresher training session with its office team to ensure that it does not miss future complaints.

Findings

The Adjudicator found that the claim that the planks at the Property were unsightly was a complaint about poor workmanship which is not covered by the Code and could not be adjudicated upon.

The available evidence showed that there was a reasonable level of engagement from the Home Builder after the sale of the Property was completed, and the evidence did not show a breach of Code Section 4.1. There was a breach of Code Section 5.1 on the facts, as the Home Builder did not raise and investigate the Home Buyer's complaint.

The Home Builder's breach of Code Section 5.1 caused the Home Buyer inconvenience, however the Home Builder had confirmed that it had resolved the underlying issue in the complaint in respect of the planks.

The Home Builder's apology set out in its defence was sufficient in the circumstances and the Home Builder was not required to carry out further action in this matter.

Decision

The claim did not succeed and the Adjudicator did not make a direction for further action by the Home Builder.

Complaint

- The Home Buyer completed the purchase of the property on 26 August 2021.
- Upon taking possession she identified faults with bathroom tiling and heating system.
- The Home Buyer contends that she was misled by the Home Builder in respect of having doors fitted to her carport. Prior to purchase she was led to believe such doors could be fitted but after purchase was told it was not possible to fit doors.
- The Home Buyer says her own investigations show that doors could be fitted if powered by solar panels, but she says the Home Builder declines to pay the cost of installing panels.
- Home Builder provided a poor level of customer service both before purchase and after.

Defence

- The Home Builder denied it has breached any section of the Code.
- The Home Builder says that the provision of electric garage doors was not offered as part of the purchase contract. It acknowledges that other carports have such doors but because of the location of the Home Buyer's carport and the long distance from her house, requiring excavation in a public road, it was not willing to install the doors.
- The Home Builder says it advised the Home Buyer of the electric connection problem just one week after she signed the reservation agreement and thus, she was able to cancel her purchase of the property if so desired.

Findings

The Adjudicator found that the Home Buyer's claim succeeds in part, with the Home Builder being in breach of Section 5.1 of the Code.

The Adjudicator is not persuaded that the evidence has established on a balance of probabilities that the Home Builder was in breach of any other section of the Code as alleged.

The Adjudicator identified that the Home Buyer was informed of the Home Builder's position in respect of installing electric doors during the Reservation period and as such she was able to withdraw from the purchase but chose not to.

The Adjudicator denied the claim for compensation because the evidence does not support that the Home Builder is liable to install electric garage doors.

Decision

The Home Builder shall issue a written apology for the breach of Section 5.1 of the Code.

Complaint

The Home Buyer complained of a failure to complete several items of snagging work including that a large number of bricks had been laid the wrong way round. NHBC had inspected this and although it agreed that bricks had been laid the wrong way round, there was no need for rectification.

The Home Buyer also complained that when he had seen the plot size on a plan prior to purchase, the fenced area on the plan was larger than the area which formed part of his garden. In fact a fence had been placed across the land and a large steep unfenced area to which the Home Buyer had no access was said to form the remainder of the plot. The Home Buyer asked for this to be levelled.

Defence

The Home Builder denied liability for this claim although it did not deny that the Home Buyer had been shown a plot size that was larger than his rear garden.

Findings

The adjudicator found that the Home Buyer did not succeed in his claim relating to brickwork and other snagging matters.

The company had agreed to undertake some painting in the bathroom which it had not done and this was a breach of the Code. The Home Builder had been in breach of section 2.1 in respect of the rear garden. He had not been told that he would be responsible for a wild area to which he could obtain no access. This would have been highly relevant to the purchasing decision.

Also the Home Builder had not managed the customer's complaint and request for service work and the matter had been allowed to continue for a long time which suggested that there was no applicable process. Moreover, a member of the Home Buyer's staff had used insulting language about the Buyer when he complained in an internal email which was then shown to the customer. The adjudicator found breaches of section 2.1 and 5.1 of the Code.

Decision

The claim succeeded. Although there was some debate between the parties as to what the Home Buyer would and should accept, directions were given that:

- a) The Home Builder shall issue to the Home Buyer with a written apology for the breaches of the Code that I have found above.
- b) Within 4 weeks of the date when the Home Buyer indicates that he accepts my Final Decision, the Home Builder shall, if the Home Buyer consents, undertake the painting

work promised to the Home Buyer to rectify the damage to the paintwork in the Home Buyer's bathroom.

- c) Within 4 weeks of the date when the Home Buyer indicates that he accepts my Final Decision, the Home Builder shall provide the Home Buyer with details of a fence to be provided by the Home Builder behind the existing garden fence on the boundary of the Home Buyer's title and with details of a sturdy gate to be constructed by the Home Builder in the existing fence line.
- d) If the Home Buyer consents to the construction of the fence, the Home Builder shall construct the fence within 4 weeks of the date when the Home Buyer indicates that he accepts my Final Decision, If the Home Buyer consents to the construction of the gate, the Home Builder shall also construct this within 4 weeks of the date when the Home Buyer indicates that he accepts my Final Decision.
- e) The Home Builder must pay compensation of £500.00.

Complaint

The Home Buyer complained that the Home Builder had withdrawn the Home from sale before she had decided what to do. She said that the Home Builder had told her specifically that the Home would have a stone front and as built it had a brick front. She had been investigating and negotiating as to the consequences of this.

The Home Buyer put forward that she had been extremely distressed when the Home Builder discontinued negotiations.

Defence

The Home Builder said that the reservation agreement had expired and the Home Buyer had not exchanged contracts. It had returned the reservation fee and paid her legal expenses because it recognised that there had been an error in respect of the property description.

The Home Builder also said that the Home Buyer had been shown a brochure and plans with the correct frontage.

Findings

The adjudicator found that the Home Builder was in breach of sections 1.5 and 2.1 of the Code. Although it had shown plans and a brochure showing the property with a brick front, this would have been eclipsed by an email to her personally and an alteration to the reservation agreement which stated that the Home would have a stone front.

The Home Builder had been entitled to withdraw from the sale because the Home Buyer had not made clear that she would continue and the reservation agreement had expired.

Nonetheless, the root cause of the problem had been breaches of sections 1.5 and 2.1 due to the incorrect description of the appearance of the property. The Home Buyer had experienced considerable inconvenience in investigating and asking her solicitor and the Home Builder to revisit its decision to build in brick or to give her a discount before the Home Builder withdrew from the transaction.

The Home Buyer was entitled to compensation for inconvenience.

Decision

The claim succeeded. The Home Builder was directed to pay compensation to the Home Buyer of £500.00.

Complaint

The Home Buyer stated that the Home Builder was in breach of the Code as it by providing poor customer service, after-sales service and providing incorrect sales and marketing information regarding the Property.

The Home Buyer sought the Home Builder to explain the reasons for the multiple faults with the Property and replace the faulty appliances, front door, bi-folds and pay compensation of £15,000.00 for the inconvenience and distress incurred.

Defence

The Home Builders' position is that it has not breached any section of the Code. All the issues raised by the Home Buyer were addressed by the Home Builder and resolved within a reasonable period. The only exception was if access to the Property was prevented due to the pandemic when the Home Builder was prevented from attending normally.

Findings

The Home Builder has not breached Clauses 1.5, 4.1 and 5.1 of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home Builder was in breach of the Code as it by providing poor customer and after-sales service as the Property was not built to the specification on the planning application, provided false information regarding third-party pipework within the Property's garden and the external Property's doors and also failed to resolve the Property's other outstanding defects.

The Home Buyer sought the Home Builder to provide an apology together with an explanation of the Home Builder's conduct and resolve all the outstanding defects with the Property.

Defence

The Home Builders' position is that it has not breached any section of the Code. When the Home Builder purchased the land, it was not made aware of the third-party pipework. However, the local water company and owner of the pipe are in the process of having the pipework disconnected. The Property's external doors are within tolerance and working as intended. All the other alleged defects have been either resolved or in the process of being resolved. Furthermore, the Home Builder did and continues to provide after-sales service to the Home Buyer.

Findings

The Home Builder has not breached Clauses 4.1 or 5.2 of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyers submitted that they were given an unreasonably short exchange deadline, which did not allow sufficient time for standard searches to be completed. On 13 May 2021 the company informed them that they had until 21 May 2021 to exchange contracts and they confirmed their willingness to do this. On 17 May 2021 they were told that the Property was being placed back on the market that day.

They believe the Property was already being informally marketed prior to this notification, and it was sold prior to 21 May 2021. They argue that the Home Builder breached Sections 2.1 and 2.6 of the Code.

The Home Buyer sought that the Home Builder take an unspecified practical action and pay compensation of £2,307.00.

Defence

The Home Builder submitted that the Home Buyers reserved the Property on 11 March 2021. The Reservation Agreement gave an expiry date of 15 April 2021 and provided that £250.00 of the £500.00 reservation fee was non-refundable.

Delays were experienced with the Home Buyers' solicitor, who was non-responsive. On 5 May 2021, the Home Builder agreed to keep the Property off the market, but required information from the solicitor as to the cause of the delay. No response was received from the solicitor. The Home Buyer subsequently confirmed that the solicitor had forgotten to apply for searches, causing a delay.

After further problems the Reservation was cancelled on 17 May 2021. Although the Home Buyers reiterated their desire to complete the purchase, the Property sold quickly. The Home Buyers initially acknowledged that their solicitor was responsible, and only subsequently raised complaints relating to the Code.

Findings

The adjudicator found that the Home Builder breached Section 2.6 of the Code by selling the Property prior to 21 May 2021, the agreed amended Reservation deadline.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £2,307.00.

Complaint

The Home Buyer submitted that he had been told prior to purchase that a tree on neighbouring land would be cut back to secondary branches. Only dead branches had been removed. The rear fence had been placed incorrectly, resulting in a smaller garden and an area of the garden that he could not access. He argued that the Home Builder has breached Sections 1.5 and 2.1 of the Code.

The Home Buyer sought that the Home Builder move the boundary fence, building a retaining wall and turfing the garden, and pay compensation of £15,000.00.

Defence

The Home Builder submitted that the tree is subject to a tree protection order, and the Home Buyer was informed prior to purchase that work would be performed in line with this order. It denied that any additional representations were made to the Home Buyer regarding trimming of the tree. It had offered to move the fence to the correct location, but this had been declined by the Home Buyer, who insisted on the construction of a retaining wall. Any such wall is unnecessary and precluded under the terms of the tree protection order.

Findings

The adjudicator found that the Home Builder breached Section 1.5 of the Code by making “unclear” statements to the Home Buyer about the tree, and breached Section 2.1 of the Code by failing to provide accurate information to the Home Buyer about the location of the fence and the limitations applicable to this area of the garden.

Decision

The claim succeeded. The adjudicator directed the Home Builder to move the fence to the border of the Property, re-turfing this area of the garden in accordance with the tree protection order, and pay the Home Buyer compensation of £500.00 for the inconvenience caused.

Complaint

The Home Buyer says the Home Builder has mis-sold him the Property as it should have had an upstairs bathroom window installed and in not doing so, the Home Builder has breached Clauses 3.1 and 5.1 of the Consumer Code for Home Builders.

The Home Buyer sought the Home Builder to provide an apology, install a window in the upstairs bathroom and pay compensation of £5,000.00.s.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Buyer's plot was already ready at the reservation and constructed in its current format. There was no window present in the bathroom when the Home Buyer viewed the Property and when he was shown the plans. There was never any intention for there to be a window present.

Findings

The Home Builder has not breached Clauses 3.1 and 5.1 of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyers stated that Home Builder breached Code Sections 4.1 and 5.1 because it then with details of its after sales service and its complaints procedure. The Home Builder informed them that they were not entitled to any assistance “after 12 months had passed”.

Defence

The Home Builder submitted that did not respond to the claim within the timeframe provided. It subsequently stated that it had reached an agreement with the Home Buyers in respect of some of the snagging issues.

Findings

The Adjudicator found that the claims concerning snagging issues at the Property fell outside the scope of the Scheme and could not be adjudicated upon. The Home Builder did not address the alleged breaches of Code Sections 4.1 and 5.1, and it did not provide any evidence to dispute the Home Buyers’ allegations. There was no evidence to dispute the claim that the Home Builder breached Code Section 4.1 and 5.1.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyers with a written apology for the inconvenience caused to them and pay the Home Buyers £100.00 in compensation for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached section 4.1 of the Code as it provided incorrect advice in relation to the complaint; namely that details of the individuals who would deal with the complaint were not provided.

The Home Buyer further submits that the Home Builder has breached section 5.1 of the Code as it did not take the Home Buyer's complaint seriously in the first instance and provided false information, and taking a number of months to provide responses to the complaint

Defence

The Home Builder submits that it provided the Home Buyer with a copy of the Code, a demonstration checklist, the homeowners' guide, welcome letter and held meetings with the Home Buyer up to the point the issue with the drainage was raised. Therefore, that it has complied with its obligations under section 4.1 of the Code.

The Home Builder asserts that it has not breached section 5.1 of the Code as it responded to the Home Buyer's complaint and that it cannot agree to pay the costs claimed as it was not provided the opportunity to fully investigate the cause of the purported drainage issue.

Findings

The adjudicator found that the Home Builder did provide a copy of the customer care letter to the Home Buyer, which included details of who to contact post completion. Therefore, it was found that the Home Builder had fulfilled the relevant obligations under section 4.1.

The adjudicator found that the remedy to the complaint to be appropriate and therefore found that the Home Builder had dealt with that part of the complaint. However, this remedy was not provided within an appropriate timeframe and therefore the Home Builder was found to be in breach of section 5.1.

Decision

The claim succeeded. The Home Builder was ordered to apologise for the delay in responding to the complaint.

Complaint

The Home Buyer submitted that they purchased a Property from the Home Builder. This purchase was to include all the fittings and furniture show items within the Property. However, various show items (such as a child's pink trainers, blankets/throws, baskets, a television and handbag) were stolen from the Property by cleaners/contractors and the others were unlawfully removed by the Home Builder.

The Home Buyer therefore believed that this matter should amount to a breach of sections 1 and 2 of the Code. Accordingly, the Home Buyer sought an explanation and compensation in the sum of £700.00 (for the stolen/unlawfully removed items) from the Home Builder.

Defence

The Home Builder did not accept that it had breached the Code. In particular, the Home Builder disputes that it had committed any acts of theft.

Findings

After careful consideration of all the available evidence, the adjudicator explained that some of the Home Buyer's concerns related to matters falling beyond the set requirements of the Code. The adjudicator explained 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).

The adjudicator proceeded to examine each Code requirement under sections 1 and 2 of the Code and confirmed that the Home Buyer's concerns relating to theft and unlawful removal of property did not amount to any breach of the Code. This did not mean that the Home Buyer did not have a claim to pursue under a different (and more appropriate) forum and it was explained that the scheme was not a branch of the criminal justice system.

The adjudicator appreciated the Home Buyer's personal frustration with this matter but explained that no material breaches of the Code had occurred.

Decision

The Home Buyer's claim was unable to succeed.

Complaint

The Home Buyers submitted that there was an access pathway on the right of the Property with a bordering brick wall. The electricity meter box was located on this side of the house, but they were not told when first shown plans of the Property that there would be no access along this side of the building. This meant that the electricity meter could only be read by someone walking through the back garden of the Property, which would breach their privacy. After moving into the Property they became aware of the issue and reported it to the Home Builder. They argued that the Home Builder breached Sections 1.5 and 2.1 of the Code.

The Home Buyer sought for the Home Builder to re-examine the placement of the wall, re-positioning it and apologizing if it is incorrectly placed; and explain why access is so limited to the right of the house.

Defence

The Home Builder submitted that the Home Buyers entered into a reservation agreement for the Property on 23 February 2019. At the reservation meeting the Home Buyers saw a plan that showed the location of the service meters for the Property and the proximity of the wall to the house. On 19 April 2019, the Home Buyers' solicitor made contact on behalf of the Home Buyers to question the location of the wall beside the Property, objecting that it tapered into the house.

The Home Buyers noted that this created an obstacle for reading the electricity meter without accessing the rear garden of the Property. The Home Builder proposed a remedy, but this was rejected by the Home Buyers. The Home Buyers proceeded to purchase the Property. After completion, the Home Buyers raised their objection again.

The Home Builder again offered to reposition the close board fence, but this was again declined.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by failing to provide information to the Home Buyers on the limited access to the right of the Property, although this information was identified by the Home Buyers prior to purchase.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay the Home Buyers compensation of £100.00 for the inconvenience they experienced from the Home Builder's breach of the Code.

Complaint

The Home Buyer alleged a number of breaches of the Code, including that the Home Builder: breached Code Section 1.3 because it informed her that the playground area was further away from the Property than it was and installed incorrect windows at the Property; breached Code Section 1.5 because it had not carried out landscaping works to the area in front of the Property as shown on the plans for the Property; breached Code Section 2.1 because of the extensive snagging issues at the Property; and it breached Code Sections 4.1 and 5.1 because of the length of time it took to resolve the snagging issues and it did not provide her with details of its complaints procedure.

Defence

The Home Builder denied the alleged breaches of the Code. It stated that at reservation, the Home Buyer had seen the plans for the Property which showed the location of the play area. Windows for the Property had been delivered with the incorrect glazing bars. It instructed its contractor to install the glazing that had been delivered to make the Property watertight. It had intended to replace the glazing with the correct glazing when the correct glazing became available. The replacement of the window glazing was hampered by two national lockdowns. Many of its supply chain were shut due to the Government advice on social distancing. It worked tirelessly to resolve the snagging issues at the Property. It had provided the Home Buyer with details of its complaints procedure at reservation.

Findings

The Adjudicator found that the customer's complaints concerning: defects, snags and poor workmanship; breach of planning permission; and misogynistic behaviour to the extent that this was a complaint about discrimination, fell outside the scope of the Scheme and could not be adjudicated upon.

The evidence did not show that the Home Builder breached the Code. The Home Builder admitted that the incorrect window units had been delivered and it had explained to the Home Buyer that it would replace the units once the correct units were delivered.

The evidence did not show that the Home Builder had informed the Home Buyer that the play area would be further away from the Property than it was. The Home Builder has stated that the area in front of the Property would be landscaped in due course within the correct planting season. In the absence of a specific requirement for the Home Builder to landscape the area at a specific date/period, the Home Builder's decision to landscape the area at a later date did not amount to a breach of the Code.

The Home Builder had explained that the delay in installing the correct windows occurred as a result of Covid-19 lockdowns and the terms of the contract allowed the Home Builder 12 months to replace the windows if the material were not available. The Home builder had provided the Home Buyer with details of its complaints procedure at the reservation stage,

and the correspondence showed a reasonable level of after sales engagement from the Home Builder and a reasonable level of engagement in respect of the Home Buyer's complaint.

Decision

The claim did not succeed and the Adjudicator did not make a direction for further action by the Home Builder.

Complaint

The Home Buyer submits that the Home Builder has breached section 2.1 of the Code by failing to provide suitable information regarding the acoustic properties of the fence, thereby preventing the Home Buyer from making an informed decision on the Property.

The Home Buyer submits that the Home Builder has breached section 5.1 of the Code as it has failed to resolve the issue of noise levels, which were deemed outside of the acceptable tolerance, in a timely manner.

Defence

The Home Builder submits that it has provided enough pre-purchase information to the Home Buyer, such that it has not breached section 2.1 of the Code.

The Home Builder accepts that there remains an issue with the fence acoustics and that it hopes to resolve the issue within the next 6 weeks, subject to engagement and cooperation from the local authority.

Findings

The signed documents do not provide pre-purchase information relating to the type of fence and its acoustic properties, which were a development requirement imposed by the local authority, I do find this type of information; namely, planning conditions, to be required under the Code. Consequently, in the absence of any evidence to demonstrate that this was made clear to the Home Buyer, I find there to have been a breach of section 2.1 of the Code.

I am satisfied that there have been significant delays in this remedial work and while a proportion of the delay can be associated with the impact of Covid-19 and delays with the Local Authority (although this has not been demonstrated), I do not find that the Home Builder has provided an appropriate remedy to the Home Buyer within an appropriate time and therefore, it has not dealt with the complaint. Consequently, I find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder's attempts at engaging the Local Authority have not been demonstrated. Therefore, I instruct the Home Builder to endeavour to chase the Local Authority for a decision in order to progress the solution.

I also order the Home Builder to repair the fence to standard required to give the best chance of reducing the noise levels at the Property. This must be completed within 4 weeks of this decision and must not prevent the Home Builder from continuing to engage the Local Authority. Once works are complete, the Home Builder is to arrange for a sound/noise test similar to those already carried out, using an independent contractor of its choosing, in order to determine the effectiveness of the works carried out.

Complaint

The Home Buyer stated that Home Builder breached Code Section 4.1 because its after sales service was non-existent and she was dissatisfied with the standard of the Property on handover. It breached Code Section 4.2 because it did not inform her about an unhinged internal door and protruding screw at the Property. It breached Code Section 5.1 because it did not handle or resolve her complaint adequately and there were unacceptable delays in the Home Builder's communication.

Defence

The Home Builder did not dispute that the Home Buyer raised formal complaints on two different occasions, it did not dispute that the Home Buyer was disappointed with the Property at handover, and it did not dispute that there were delays in resolving the issues the Home Buyer raised. It stated that it carried out some works in response to the Home Buyer's complaint, it was not liable to refund service charges to the Home Buyer, and it disputed that its sales team made distressing comments to the Home Buyer.

Findings

The Adjudicator found that the claims concerning snag issues at the Property fell outside the scope of the Scheme and could not be adjudicated upon. The Home Builder breached Code Section 5.1, because there was no evidence of a response to the Home Buyer's complaint which she made in July 2021, and the Home Builder's subsequent responses to Buyer's complaints were largely reactive responding to some individual points as the customer raised those issues, rather than responding comprehensively to the full issues that were raised.

The breach of Code Section 5.1 caused the Home Buyer inconvenience.

However, the Adjudicator found that the Home Buyer did not breach Code Section 4.1 because the correspondence between the parties showed that there was a reasonable level of access to the Home Builder after the sale was completed.

The Home Builder did not breach Code Section 4.2, because the Home Buyer's complaints about door hinges and a protruding screw raised under Code Section 4.2 fell outside the scope of the Scheme to the extent that the complaint concerned snagging issues. The evidence did not show a breach of Code Section 4.2 in respect of the provision of information about health and safety precautions.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology for the inconvenience it caused her, and pay the Home Buyer £100.00 in compensation for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached section 1.5 of the Code, by misrepresenting the Property during the sales and advertising process. The Home Buyer asserts that this led to a financial loss due to a higher specification being advertised; the provision of an inaccurate price list and misdescription of several aspects of the Property prior to reservation.

The Home Buyer submits that the Home Builder has breached section 4.1 of the Code. The Home Buyer accepts that he was provided with details of the after-sales care process; however, that this fell short of the process described, including a failure to address snagging issues identified pre-completion; a failure to provide a demonstration of the heating system; and contractors providing an inadequate service.

The Home Buyer submits that the Home Builder has breached section 5.1 of the Code by failing to comply with its own complaints procedure in its failure to rectify the snagging issues identified at the Property

Defence

The Home Builder submits that the claim falls outside of the scope of the Code as a result of the time constraints of the Home Warranty Body's insurance certificate; namely that the claim be raised within two years thereafter.

The Home Builder submits that the Home Buyer's claim has been treated with "the utmost seriousness throughout" and that it has escalated each of the claims to the relevant individuals at the Home Builder.

Findings

The adjudicator found that the Home Builder has not provided accurate information on the EPC for the Property and was therefore in breach of section 1.5; that the Home Builder had incorrectly advised of the material used for the pipework; that the Home Builder advised that the Property was the largest on site but that there was another property which was larger.

The Home Builder was found to be in breach of section 4.1 as respect was not shown to the Home Buyer's possessions. The remaining issues were not found to fall within this section of the Code.

The Home Builder was found to be in breach of section 5.1 for a failure to deal with the snagging issues identified in the NHBC report.

Decision

The claim succeeded. The Home Builder was ordered to pay a total of £6872 for remedial works, to complete the recommendations identified in the NHBC report and apologise for the breaches of the Code.

Complaint

The Home Buyer stated that Home Builder breached Code Section 4.1 because it did not address a number of outstanding works required at the Property. It breached Code Section 5.1 because it did not take her formal complaint seriously and it did not listen to her.

Defence

The Home Builder submitted that the only defects identified at the Property were a kickboard which was not fitted in the kitchen and some scratches to the base of a sink, and it dealt with these defects. Further, as a goodwill gesture, it rectified a faulty pipework and it addressed drainage issues at the Property. It did not consider that there were any outstanding defects at the Property. It denied that it breached Code Section 4.1, given that its website and quality charter provided details of its complaints procedure and before completion and home demonstration, it provided the Home Buyer with log in details for its defects reporting system. It denied that it breached Code Section 5.1, as it responded to the Home Buyer's complaint within a reasonable period of time.

Findings

The Adjudicator found that the Home Buyer's complaints concerning alleged defects and snags fell outside the scope of the Scheme and could not be adjudicated upon. The correspondence showed that the Home Builder responded to the Home Buyer's complaint within a reasonable period of time, it addressed the issues she raised in her formal complaint and it provided her with a plan of action in respect of the outstanding works. The evidence did not show that the Home Builder breached Code Sections 4.1 in respect of its after sales service and 5.1 in its handling of the Home Buyer's complaint.

Decision

The claim did not succeed and the Adjudicator did not make a direction for further action by the Home Builder.

Complaint

The Home Buyer stated that the Home Builder was in breach of the Code as it mis-sold him the Property as it should have had access to a footpath between plots 114 and 115, and in not doing so, the Home Builder has breached Clauses 1.4 and 1.5 of the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder's advertising material was clear, truthful, and accurately reflected the planning permission granted. In addition to this, the Home Builder retained the right to make appropriate changes to the layout of the development.

Findings

The Home Builder has not breached any Clauses of the Consumer Code for Home Builders.

Decision

The claim does not succeed.

Complaint

The Home Buyer says that the Home Builder was in breach of the Code by providing poor customer service and after-sales service, incorrect sales and marketing information, and breaching the Code's complaint handling requirements.

Defence

The Home Builder has not submitted a Defence to the Home Buyer's claim. It has, however, provided various screenshots of its email inboxes and sent items showing that correspondence has taken place between the Home Builder and Home Buyer, but not the contents of the emails.

Findings

The Home Builder has breached clauses 1.4, 2.1, 2.2, 3.3, and 5.1 of the Consumer Code for Home Builders.

Decision

The reasons given by the Home Buyer are sufficient to justify that the Home Builder to pay compensation of £350.00.

Complaint

- The Home Buyer completed the purchase of the property on 25 June 2021.
- Upon taking possession he identified problems with the rear garden.
- The Home Buyer contends that he was misled by the Home Builder in respect of the finished slope to the garden, expecting to find a gentle inclined slope.
- The Home Buyer says the garden is so steep as to be unusable and is dangerous because of the danger of slippage, particularly in wet weather.
- The Home Buyer's states that the Home Builder's proposed remedial measures are inadequate and hence unacceptable.

Defence

- The Home Builder denied it has breached any section of the Code.
- The Home Builder says that the finished slope of the garden complies with NHBC regulations.
- The Home Builder says it advised the Home Buyer prior to purchase that the garden would have a slope.
- The Home Builder acknowledges the slope is not the best to establish a reasonable garden and has offered to regrade the slope to achieve a less steep angle. The Home Builder says the Home Buyer has not responded to its offer.

Findings

The Adjudicator found that the Home Buyer's claim does not succeed, with the Home Builder not being in breach of any Section of the Code. The Adjudicator is not persuaded that the evidence has established on a balance of probabilities that the Home Builder was in breach of the Code, or its own specifications as advised pre-purchase. The Adjudicator was satisfied that the finished slope was in compliance with NHBC regulations, and was content with the Home Builder's offer to regrade the slope for the Home Buyer. The Adjudicator denied the claim because he was satisfied that the Home Builder had proposed to regrade the slope to make it safer and more accessible to be reasonably used as a garden.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that Home Builder breached Code Sections 2.1 and 3.2 because it did not carry out the landscaping works on the development which it was required to carry out under the contract of sale and the conditions of the planning permission for the development. It breached Code Section 4.1 because its after sales service was poor and it breached Code Section 5.1 because it did not investigate the Home Buyer's complaint.

Defence

The Home Builder submitted that the initial site plan it produced showed the Compound Area as an open space and its intention was for the Compound Area to remain an open space. After completion, it decided to reconfigure the estate, including removing the Compound Area from the Common Parts, and it reconfigured the estate in accordance with its contractual right to do so. It communicated its decision to the Home Buyer and it invited the Home Buyers and other residents to submit any objections. It responded to the Home Buyer's complaint in a timely manner and provided reasons for its decisions.

Findings

The Adjudicator found that the enforcement of the conditions of planning permission fell outside the Adjudicator's remit, and the Adjudicator could not make any findings and directions in respect of the alleged breach of the planning permission for the development.

The Home Builder had not breached Code Section 2.1 and 3.1 because the contract entitled the Home Builder to vary the layout of the estate and provided that a variation of the estate falling within the scope of the contract would not entitle the Home Buyer to terminate the sale or claim compensation.

The evidence showed that the Home Builder exercised its contractual rights in a proper manner. There was no evidence that the Home Builder's after sales service was poor and no evidence that the Home Builder did not investigate or respond to the complaint within a reasonable period of time. Accordingly, there was no breach of Code Sections 4.1 and 5.1.

However, the Home Builder breached Code Section 3.2 because there was no evidence that it informed the Home Buyer that the landscaping works to the common parts were not complete at completion. This breached caused the Home Buyer inconvenience.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £100.00 in compensation for inconvenience.