

Protection for new-build home buyers

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 2023 – 117210528

Complaint

The Home Buyer complained that he was led to believe that the property next door to the Home that he reserved was a privately owned and used for log storage. He subsequently discovered that it was a working sawmill and he withdrew from the transaction. The Home Builder refused to repay the reservation fee of £2,000.00.

The Home Buyer complained that he had not been told about or provided with a copy of the Code.

Defence

The Home Builder said that it had advised the Home Buyer to carry out his own enquiries and could not take responsibility for neighbouring land.

Findings

The adjudicator found that no reference was made to the Code in the reservation agreement and no evidence that the Home Buyer had been provided with a copy of this.

Moreover the Home Buyer had repeatedly made clear that he wanted to know about the status of the adjoining land and the Home Builder had (albeit also stating that the Home Buyer should make his own enquiries) offered assurances.

As the Home Buyer had indicated that information about the neighbouring activities would affect his buying decision, section 2.1 of the Code was engaged. The Home Builder acknowledged that it could not give "enough" information about this because, by requiring the Home Buyer to answer his own questions the Home Builder confirmed that it was unable to say whether the Home would be adversely affected by the noise and dust of a sawmill.

Although the Home Builder was not to blame for not giving this information, it was nonetheless a non-compliance with the terms of the Code which crystallised when the Home Builder tried to uphold the reservation agreement in the light of the Home Buyer's inquiries.

Moreover, the Reservation Agreement did not permit the retention of the reservation agreement in these circumstances and there was no evidence that the Home Builder had made administrative expenditure of the amount claimed. The Home Builder should have repaid the reservation fee.

The adjudicator found breaches of sections 1.2, 2.1 and 2.6 of the Code.

Decision

The claim succeeded. The Home Builder was directed to repay the reservation fee of £2000.

Complaint

The Home Buyers complained that they were sold an optional upgrade of integrated appliances that would provide a “sleek and seamless” design to the kitchen. The final installation was materially different from the product described and shown by sales agents and in the marketing literature. The only explanation was that the Home Builder provided the specification to the kitchen installer.

The Home Buyers complain of breaches of sections 1.5, 3.1b and 4.1 of the Consumer Code for Home Builders. The Home Buyers say that they were not able to make a fully informed decision on purchasing the optional extras as they were told that the appearance of the kitchen would be as in the show home with no filler panels. The Home Buyers also complain about frustration, stress and significant time taken in attempting to reach an understanding as to the complaint. They say that there were numerous instances of passing of the issue back and forth without any party taking responsibility, resulting in a lack of clarity regarding the complaints procedure and whom should be approached

Defence

During the reservation process the Home Buyers upgraded their kitchen to include the Integrated Appliances package. This included filler panels between the appliances in accordance with the Customer Requirement form. The upgrade did not include the matching end panels and corner posts as seen in the Show Home which was finished to the Home Builder’s “Gold Specification”. The Home Buyers could have upgraded to the “Kitchen Design” level package which does incorporate the matching end panels, plinths and corner post. Rather, the Home was not a Gold Specification property nor did the Buyers upgrade to the additional “Kitchen Design” package.

The Builder’s agents are of the opinion that they have not mis-sold the property and the Home Builder has provided sufficient information to the Home Buyers on its position through its formal complaint procedure on the reasons why it takes this view.

Findings

The run of units complained of by the Home Buyers are different in appearance from other units in the kitchen and there is no evidence that the Home Buyers were told that the units would have filler strips. As this was an optional upgrade, the units would be expected to look the same as they were depicted. The units were shown without fillers in the kitchen drawing and in the brochure as well as in the show home, which the Buyers were sent to see. The change was a minor change but it affected the appearance of the Home and the Buyers were not told about this.

The Home Buyers have submitted evidence that they made a number of inquiries about the appearance of the kitchen from the point at which they took possession until the first visit from the Builder or its agent in December 2020. At this juncture it was not explained clearly to the Home Buyers whether the Home Builder would be taking further action or not. The

Home Buyers remained of the opinion that this would be resolved by the Home Builder during 2021 and, if the Home Builder was at that point of a different view, it did not comply with section 5.1 of the Code by explaining this to the Buyer. If it was not of that view, the Home Builder was not in compliance with the Code because it was not taking steps to arrive at a resolution within an appropriate time. When the Home Builder confirmed that it would take no action it did not the Home Buyers' complaint that fair and accurate information was not given to the Home Buyers at the outset.

The adjudicator found that the Home Builder had not fairly resolved the Home Buyers' complaint. The Home Builder was in breach of section 1.5, 3.1, 4.1 and 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to:

- a. Apologise to the Home Buyers for the breaches of the Code
- b. Take whatever steps are necessary to upgrade the appearance of the finish of the units on the kitchen sink wall to a finish in accordance with the wall of the hob / oven units, without filler strips.
- c. Pay compensation of £500.00 for inconvenience.

Complaint

The Home Buyers submitted that hedging in the front garden between the Property and the neighbouring property was not placed along the land registry boundary, by a distance of about 2 feet. They complained to the Home Builder, but no action was taken, and the Home Builder had stopped responding.

The Home Buyer sought for the Home Builder to move the hedging to the correct line.

Defence

The Home Builder chose not to submit a Defence.

Findings

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

Decision

The claim succeeded. The adjudicator directed the Home Builder to relocate the hedging in the front garden of the Property, so that it runs along the border of the Property.

Complaint

The Home Buyer submits that the Home Builder has breached Section 2.1 of the Consumer Code for Home Builders, as follows:

- The Home Buyer asserts that the breach was caused because ‘We were not informed at any point our plot was a slope, or that this would impact boundary fencing.’
- The Home Buyer submits that the Home Builder has breached Section 5.1 of the Consumer Code for Home Builders, as follows:
- The Home Buyer asserts that the breach was caused because ‘I was not informed how to escalate my concerns.’

The Home Buyer sought:

- Either: The Home Builder to pay £2,000 to £2,500 to the Home Buyer to allow them to put trellis panels along the fence.
- Or: The Home Builder to take practical action and insert a second gravel board to the nearest and furthest adjacent fence panels and another to the rear fence to level it.

Defence

The Home Builder submitted that the Reservation Checklist (signed by the Home Buyer) included drawings showing the sloping garden and drawings entitled ‘garden gradient / retaining features / boundary treatments’ and included the Consumer Code booklet and warranty / customer care document.

Findings

The adjudicator found that:

- The Home Builder has not breached any of the requirements under the Consumer Code for Home Builders.
- The reasons given by the Home Buyer are not sufficient to justify the practical action or payment of £2,000 to £2,500 sought.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that there are a number of defects which have not been rectified by the Home Builder.

Defence

The Home Builder submits that it has communicated at length with the Home Buyer in relation to the issues raised and that it is better for her to refer the issues to the warranty provider.

Findings

I found that while there was a presence of defects at the Property post completion, the pertinent requirement under this section of the Code is for the aftercare service to be accessible. In consideration of the communications between the parties, I am persuaded that the aftersales service was made accessible by the Home Builder and that the Home Buyer was aware of who to contact at the Home Builder in relation to this service.

Furthermore, the emails between the Home Buyer and warranty provider demonstrate that the Home Buyer was aware that Premier Guarantee was the provider. In further consideration of my remit, in relation to deciding on defects, I do not find there to be any breach of section 4.1 of the Code.

Additionally, While the Home Builder has acknowledged the part of the claim relating to section 5.1, it has not provided any evidence in response to the Home Buyer's submission to demonstrate that it has a system in place to handle complaints. In the absence of this clarification I find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. In view of the breach of section 5.1. the Home Builder was directed to apologise to the Home Buyer and explain why the breach occurred.

Complaint

The Home Buyer complained that he had not been provided with the fridge freezer he expected and which other properties have received and, where they have not, the Home Builder has replaced them. He says that he has been given an inferior model.

Defence

The Home Builder says that it intended to provide the model stipulated but this was not available and it has supplied the nearest equivalent.

Findings

The adjudicator found that the evidence did not support that the Home Buyer had been promised a particular model – only an “Integrated [model]”. The adjudicator found that there was no breach of section 1.5 of the Code and the Home Builder was not required under section 2.1 to specify a particular model of fridge freezer.

The provision of a fridge freezer other than that which the customer thought he should receive was not a breach of the Code and the customer was not able to succeed.

Decision

The claim did not succeed.

Complaint

The Home Buyers stated that there is a design fault in the bathroom because the Home Builder installed a basin too close to a wall in the bathroom.

Defence

The Home Builder submitted that the basin has been installed in line with the plans the Home Buyers were shown and the construction is in line with the appropriate building regulations.

Findings

The Adjudicator found that the complaint about the basin concerned defects and poor workmanship which fall outside the scope of the Scheme and could not be adjudicated upon. The Adjudicator considered the manner in which the Home Builder dealt with the Home Buyers' complaint about the basin. The Adjudicator found that the Home Builder responded to the complaint within a reasonable period of time and it provided a response that was sufficiently clear to enable the Home Buyers understand its position on their 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 1.5 of the Code. Specifically, the Home Buyer submits that they were “*misled*” in relation to the boundary of their garden, the type of fencing used and the location of the boiler. In relation to the boundary, the Home Buyer submits that they “*expected the fence to go around the line of the path on the front right*” of the Property and when they were “*looking at the plans*”, the sales agent confirmed that the “*front garden would be a decent size, quite large*”. The Home Buyer states further that the agent “*flew through the plans*” and “*everything was rushed*”, however, they were reassured when they observed the build-process and saw the fence being built to the path line. The Home Buyer states further that they were advised, expressly, that the area between the fence and the Property was theirs and that when they moved in, they were told, verbally, that the fence would follow the path “*all the way around*” the Property.

The Home Buyer states further that they were advised further (by the build rep and sales rep) the fencing would “*turn into the wooden knee rail*” at the front of the Property, however, when they objected and asked if the metal fence could be placed all the way round, the Home Builder agreed. Despite this, the Home Buyer submits that they observed the path line fencing being removed and fence posts being placed approximately one metre in front of the Property’s right bay window. The Home Buyer states further that when they objected, they were advised that the Home Builder had made a “*mistake*” and that the fencing was now being placed where it should be. The Home Buyer states further that the type of fencing used is different to the show home fencing, “*which [they] naturally thought would be the fence type around*” the Property and the Home Buyer states that an agreed gate is missing from the front of the path to the front door.

In relation to the boiler, the Home Buyer submits that in the show home, the boiler was in the utility room, however, when they visited the Property during the build they noted that it was being placed in the kitchen (with a note on it saying that it was in the wrong location). The Home Buyer acknowledges that as a “*good will gesture*”, the Home Builder agreed to put cupboards in the utility room to help mitigate the loss of kitchen space, however, the Home Buyer states that the aesthetic of the kitchen has been adversely affected. The Home Buyer comments further that a fitted wardrobe was included in the small bedroom and this was also a “*mistake*” as the Home Builder was working off “*old plans*”.

Defence

The Home Builder’s position is that it disputes the claim. Specifically, in relation to the fencing and boundary, the Home Builder refers to the sales and marketing plan for the development and the reservation agreement entered into. The Home Builder submits that nowhere in these documents “*are there any indications that the open space at the front of their property falls within their property boundary*”.

The Home Builder comments further that the contract of sale shows that the boundary is “*exactly as advertised...and does not include the open space at the front of their property to which the Home Buyer refers*”. The Home Builder disputes further that it or its agents used

high pressure techniques and it states that the Home Buyer “*has produced no evidence supporting their allegations*”. The Home Builder states further that the materials used are commensurate with the plans and planning permission.

In relation to the boiler, the Home Builder submits that “*the boiler location...is in the position it should be*” and comments that the “*show home referred to is detached*”, whereas, “*the Home Buyer’s property is semi-detached. As such the layouts are slightly different as they are different house types.*”

The Home Builder further refers to a copy of the internal plan, included in the signed reservation agreement, which “*shows the boiler in the location it has been installed.*” In relation to the wardrobe, the Home Builder states that the alleged issue has not previously been reported and “*there is no record of one being installed...at all*”.

The Home Builder has provided evidence in support of their submission, including, a copy of the reservation agreement, the contract of sale, the TR1, a copy of the site plan and a copy of the internal plan.

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 submits that she was homeless for six months due to the negligence of the Home Builder. The Home Buyer adds that the all the furniture in the Property was damaged which was covered through the Home Buyer's insurance. The Home Buyer adds that there has not been any compensation for stress and anxiety. The Home Buyer complains that the Home Builder is still not resolving the issue of diverted drain.

The Home Buyer submits that there were issues in logging reports of defects, resulting in a breach of section 4.1 of the Code.

The Home Buyer asserts that the Home Builder has breached section 5.1 of the Code as it told her to use her home insurance to fix the damage caused by the flooding as it did not have a procedure in place to resolve that type of damage. The Home Buyer adds that this resulted in a very high insurance premium.

The Home Buyer asserts that NHBC had to contact the Home Builder on several occasions to request an update, which was often ignored. The Home Buyer adds that "in the last month the new regional manager and customer care have been more forth coming and have been more professional and have kept me updated" but that she remains in the middle of the dispute between the Home Builder and water company over the responsibility of the drain

Defence

The Home Builder accepts that the "foul drain has been overwhelmed on occasion resulting in water emanating from the manhole located outside the Property. The Home Builder acknowledges this as a "design issue" and submits that it "has submitted proposals to [water company] to enable this to be rectified" and that once approved, remedial works can commence.

The Home Builder accepts the "distress and inconvenience" endured by the Home Buyer as a result of the issues described; however, it asserts that as there was no breach of the Code, no award for inconvenience is due.

The Home Builder accepts that the Property sustained damaged due to an "internal water leak caused by an allegedly defective water valve". The Home Builder submits that the damage has been "made good by the Applicant's insurance company and therefore repeat recovery in respect of property damage/damaged chattels should not be awarded".

Findings

I accept that there are ongoing issues at the Property; however, in consideration of the specific requirements of this section of the Code, I find the Home Builder to have demonstrated that made the Home Buyer aware of the after-sale service and that this service was, on a balance of probabilities, accessible, meaning that the Home Buyer was

able to report issues and contact the Home Builder. Consequently, I do not find the Home Builder to be in breach of section 4.1 of the Code.

While I have not been provided with evidence to demonstrate the steps taken in seeking approval for the new drain design with the water company, I am persuaded by the Home Builder's submission that the new design has now been approved and that the works are now imminent. As a result, I find the Home Builder to have dealt with this part of the complaint by providing an appropriate remedy to the complaint.

In consideration of the specific requirements of this section of the Code (5.2), I do not find the Home Buyer to have appointed any professional advisers. As such, I do not find there to have been any breach under this section of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that a snagging list was compiled within the first few weeks after moving in which included issues with the driveway; specifically, that it had started to sink around the drains/manhole cover and was holding water after heavy rain.

Defence

The Home Builder submits that in periods of heavy rain there will be a certain amount of “ponding” on the drive and that it has observed that the water disperses in accordance with the Standard Code of Practice. The Home Builder adds that it witnessed various heavy vehicles delivering building materials without adequate protection to the driveway.

Findings

While there was a presence of a possible reportable defect at the Property post completion, the pertinent requirement under this section of the Code is for the aftercare service to be accessible. In consideration of the communications between the parties, I am persuaded that the Home Buyer knew who to contact and that the aftersales service was made accessible by the Home Builder. In further consideration of my remit, in relation to deciding on defects, I do not find there to be any breach of section 4.1 of the Code.

The Home Builder has not provided any evidence in response to the Home Buyer’s submission to demonstrate that it has a system in place to handle complaints and to set out what this system is. In the absence of this clarification I find the Home Builder to be in breach of section 5.1 of the Code.

In consideration of the specific requirements of this section of the Code, I do not find the Home Buyer to have appointed any professional advisers. As such, I do not find there to have been any breach under this section of the Code.

Decision

The claim succeeded. As a result of the breach of section 5.1 of the Code, I direct the Home Builder to apologise to the Home Buyer and provide an explanation as to why the breach occurred.

Complaint

The Home Buyer says that the Home Builder was in breach of the Code as the Home Builder failed in its after-sales service as it did not take ownership and repair the Property's garden drainage.

Defence

The Home Builder says it has always complied with the requirements of the Code, in particular with the after-sales service and complaints handling. The Home Builder was asked to extend the ACO drain channel as the Home Buyer had additional paving slabs added to the garden, and as a gesture of goodwill, this was duly provided and laid. After that, it is the Home Buyer's responsibility to maintain the Property, the garden, and the ACO drain.

Findings

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

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder to apologise, rectify the garden to a usable space.

Complaint

The Home Buyer submits that one of the windows in the Property is different from the rest. The Home Buyer asserts that he was informed by the Home Builder that the supplier used went into administration due to Covid-19 and therefore, a different window had to be procured from a different supplier. As a result the Home Buyer submits that the Home Builder has breached section 3.1 of the Code as it did not make him aware of a change to the design, construction or materials to be used in the property that would significantly or substantially alter the size appearance or value.

Defence

The Home Builder submits that the missives entitled it “to make minor variations in size and materials, provided the alternative material will not be of lesser quality than the original material”. The Home Builder adds that “The differences in the windows are very minimal as care was taken to get as close as match as was possible. The minimal difference is backed up by the fact that this wasn’t actually picked up by the customer until 28/8/22 which is some 23 months after handover despite the fact 3 different items were reported by the customer and logged for this window meaning that this window was inspected 3-4 times prior to reporting it as different from the rest”.

Findings

It was found that there was a reasonable expectation from the Home Buyer for the windows to be the same, particularly across the bedrooms. However, in consideration of the requirement under Section 3.1 of the Code, I do not find the change in window to significantly or substantially alter the Home’s size, appearance or value. Therefore, I do not find a breach of section 3.1 of the Code.

Section 2.1 was also considered: While it has not been demonstrated what was provided by way of plans or illustrations, the parties accept that the window to bedroom 3 is different and that this was changed during the build. While the exact window specification may not have been listed on the brochure, as mentioned, I find there to have been an implied expectation for the windows to be the same. As a result, I find the Home Builder to be in breach of section 2.1 of the Code.

Decision

The claim succeeded. I am satisfied as to the Home Builder’s explanation as to why the window is different; however, I direct the Home Builder to apologise to the Home Buyer for the breach of the Code and to pay the sum of £500.00 in compensation for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.5 and 2.1, because it showed them out of date plans for the Property when they reserved the Property and it did not inform them that the rear garden would be situated on a slope.

Defence

The Home Builder submitted that the plan it provided the Home Buyers at Reservation was revised twice between Reservation and exchange of contracts, but the revisions were not material as to the slab level or garden gradient, therefore the revised plans were not shown to the Home Buyers. The gradient of the garden corresponds with the plan available at the point of exchange, and it is not liable to carry out remedial works.

Findings

The Adjudicator found that the Home Builder breached Code Sections 1.5 and 2.1, because the evidence indicated that it did not provide the Home Buyers sufficient information about the gradient of the garden. The Home Builder also breached Code Section 3.1, because the change to the garden gradient was a minor alteration to the design of the Property which the Home Builder needed to inform the Home Buyers about and it did not do so.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyers a written apology and pay the Home Buyers £500.00 in compensation for inconvenience.

Complaint

The Home Buyer says the Home Builder breached the Code by failing to provide good customer and after-sales service when dealing with the complaint concerning the property garden becoming waterlogged and not level due to the presence of a field drain within the property's garden.

Defence

The Home Builder says it has always complied with the requirements of the Code. The Home Builder believes that the field drain issue is not its responsibility as it has no record of any field drains within the site, no field drains were uncovered during the construction process, and it has not installed any field drains. No waterlogging or field drain issues were raised until the Home Buyer undertook construction work in the garden.

Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable time period.

Findings

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

Decision

The claim did not succeed. The reasons given by the Home Buyer are not sufficient to justify the Home Builder pay £13,630.96 repair costs for the garden and patio, plus further compensation for poor customer service whilst dealing with the property's drainage issues.

Complaint

The Home Buyer stated that the Home Builder did not rectify a number of snags and defects at the Property. It breached Code Section 3.1, because it did not inform him that it had not obtained a completion certificate for the Property at the time he moved in. It breached Code Sections 4.1 and 5.1, because it provided him with a poor level of customer service, including lack of consistent communication and threatening to take legal action against him.

Defence

The Home Builder submitted that the local authority delayed in issuing the completion certificate. Its correspondence shows that it responded to communication from the Home Buyer and responses were generally provided within a couple of working days. Due to the Home Buyer's claim for £60,000.00 in compensation, it referred him to its solicitor which it considered was a more appropriate route to deal with a dispute of that scale. There was quite a substantial history of snags and defects reported by the Home Buyer, which included items it disputed as being valid defects. It completed all works stipulated by the warranty provider as being valid works.

Findings

The Adjudicator found that the Home Buyer's complaints concerning snags, defects and poor workmanship fell outside the scope of the Scheme and could not be adjudicated upon. Code Section 4.1 was relevant to the Home Buyer's complaint that the Home Builder did not inform him that a completion certificate was not available at the time the Property was handed over to him. The completion certificate can be regarded as a matter that is relevant to the Property warranty, and it was appropriate for the Home Builder to have informed the Home Buyer that the completion certificate was not available. The Home Builder breached Code Section 4.1 as there is no evidence that the Home Builder provided the Home Buyer with this information.

There was no breach of Code Section 5.1 on the evidence, because the available correspondence and documentation showed that the Home Builder dealt with the Home Buyer's complaint in a reasonable manner.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £150.00 in compensation for inconvenience.

Complaint

The Home Buyer says the Home Builder breached the Code by failing by failing to provide good customer and after-sales service when dealing with the complaint about the neighbouring property's downpipe sited within the boundary of his property. Furthermore, the garden size has been reduced due to the adjacent property's downpipe, which was not shown at the time of reservation.

Defence

The Home Builder says it has always complied with the requirements of the Code. The neighbouring property was approached and refused to have the downpipe moved into their boundary. Due to the adjacent property's refusal, a full and final settlement was offered to the Home Buyer, which was accepted. Accordingly, no further action or sums are due.

Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable time period.

Findings

Whilst the Home Builder has breached Clause 3.1 of the Consumer Code for Home Builders. The Home Buyer has been offered an adequate remedy and compensation, which has been accepted as settlement by the Home Buyer

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder reroute the neighbouring property's downpipe or, if not possible, then pay compensation of £15,000 for the loss of the square footage in the garden and the poor customer services whilst dealing with the property's snagging issues.

Complaint

The Home Buyer submits that further to receipt of the working drawing at reservation, the Home Builder confirmed that the dimensions specified on the brochure, which was provided again post reservation, could be considered to present the accurate reflection of the Property dimensions. Following completion the Home Buyer asserts that one room was “nearly 1 meter smaller” than the plans provided and that a radiator was in the wrong place.

The Home Buyer asserts that this resulted in the furniture purchased for the room; namely a television and sofa being too large. As a result, the costs of these items, together with £500.00 for inconvenience, is being claimed.

Defence

The Home Builder submits that the house type brochure, which has been submitted by the Home Buyer, contains a caveat which states that “Floor plans are as accurate as we can be, but please be aware that individual construction may result in a slight variance” and “These particulars do not form part of a contract or a warranty”; however, that such variances do not “significantly or substantially affect the overall size, appearance or value of the home”.

The Home Builder accepts that a radiator was in the wrong place, but that this was subsequently moved. While noted by the parties, I do not consider the issue of the radiator to be part of the current dispute.

Findings

The adjudicator found that While the Home Builder is entitled to rely on their disclaimer on the brochure, the Home Buyer has sought clarification from the sales advisor, as advised by the disclaimer, and has received inaccurate information, after the provision of the working drawing which the Home Builder seeks to rely on.

As a result of the information provided, in the form of the brochure, which is accepted to present incorrect dimensions, I find the Home Builder to be in breach of section 2.1 of the Code.

Decision

The claim succeeded. As the radiator has now been moved and as the dimensions of the room are demonstrated to that which that the sofa and television do not actually fit, and as no actual loss has been demonstrated (the Home Buyer owns the sofa and television), I make no award for reimbursement of these items.

As a result, of the breach of section 2.1 and the resultant inconvenience suffered, I award the maximum of £500.00 in this instance. I also direct the Home Builder to apologise to the Home Buyer for this breach of the Code.

Complaint

The Home Buyer submits that the Home Builder has breached Section 5.1 of the Consumer Code for Home Builders, as follows:

- It is asserted that the Home Builder failed ‘to meet satisfactory standards which was (were) initially quoted from the after-sales customer service team’ when dealing with the complaints raised which included the condition of the garden.

The Home Buyer sought:

- The Home Builder to pay £5,000 to the Home Buyer to compensate them for the loss of earnings due to holiday and sickness leave taken for moving days. However, no evidence has been provided to justify the amount claimed.
- The Home Builder to apologise to the Home Buyer for failing ‘to meet satisfactory standards which was (were) initially quoted from the after-sales customer service team’ when dealing with the complaints raised which included the condition of the garden.
- The Home Builder to provide the Home Buyer with an explanation (assumed to be for the failure to meet satisfactory customer service standards).
- The Home Builder to take some practical action (although the Home Buyer does not state what this action is).

Defence

The Home Builder submitted that they arranged a meeting to discuss the issues with the Home Buyer and that having reviewed the additional evidence, they do not believe they have breached the consumer code.

Findings

The adjudicator found that:

- The Home Builder has breached the requirements under the Consumer Code for Home Builders.
- The evidence provided by the Home Buyer is not sufficient to justify any practical action or the payment of £5,000 sought. Specifically, no evidence of financial loss has been presented.
- The reasons given by the Home Buyer are sufficient to justify the apology and the explanation sought from the Home Builder.

Decision

The claim succeeded. The adjudicator directed that:

- The Home Builder writes to the Home Buyer to apologise for not issuing the complaints handling procedure in writing when requested and to explain why the complaints were not dealt with in accordance with a set, transparent procedure.

Complaint

- The Home Buyer understood at the time of reservation that the rear of the property would have a patio area with steps leading down to a flat even garden area.
- Some months after paying the reservation fee the Home Builder informed her that the land was actually uneven and thus her garden would also be uneven.
- She complained to the Home Builder but asserts that it has been dismissive of her complaints.
- The Home Buyer understood that the Home Builder had drawn up plans for remedial works to the gardens that would negatively impact her, even though it never showed its plans to her.
- The Home Buyer contends that she has been treated differently to her neighbours in respect of gardens.
- The Home Buyer is also dissatisfied with the Home Builder's after sales service and believes it is in breach of Section 4.1 of the Code.

Defence

- The Home Builder states that the Home Buyer was aware before completion of the purchase that steps would be required in her garden.
- The relevant plans for the change to the Home Buyer's garden were left at her property via her letter box as she was not present to receive them personally
- The Home Builder says it was made clear to all plot owners that its garden proposal was a goodwill gesture and notes that the Home Buyer rejected the proposal and requested a monetary settlement as an alternative. The Home Builder says it refused the request.
- The Home Builder denies being in breach of Section 4.1 of the Code.

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 the section of the Code as alleged. The adjudicator found that the evidence does not establish that the customer was treated differently from her neighbours or that she should receive a monetary payment in respect of her garden. The adjudicator also found that the evidence does not support the complaint of poor after sales service.

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

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the Home Builder has not resolved various issues at the Property, including shaking floors, a broken truss brace to the garage, missing weep vents, damage to the driveway and other outstanding snagging issues.

Additionally, the Home Buyer claims that there was a lack of customer service, trespassing by site staff and a lack of consideration to persons living on the site.

Defence

The Home Builder has been liaising with the Customer directly regarding the outstanding issues with the Property. They provided a record of the previously completed works and the outstanding works with a proposed timetable for completion. As the proposed works schedule has been discussed with the Customer directly, the Home Builder strongly advised that if there are any outstanding issues that are not included on the works schedule, they are brought to the attention of the Customer Services team separately to ensure that they are recorded and actioned.

Findings

The parties accept that the Home Buyer was aware that the development was still under construction at the point of completion; However, the Home Builder has not demonstrated that it informed the Home Buyer of the health and safety precautions that should be taken. As a result, I find the Home Builder to be in breach of section 4.2 of the Code.

The Home Buyer has submitted multiple photographs and reports of works being carried out at times of the week which are too early or not appropriate for an inhabited site. While works and disruption are inevitable, the Home Builder has not provided an appropriate response to the Home Buyer's complaint; an appropriate remedy to which would have been to have discussed mitigating measures and committing to ensuring works would start and finish at appropriate times. Additionally, the Home Builder has not appeared to have provided a response to the Home Buyer's complaint that a van was damaged due to herras fencing falling on it. As a result, I find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to apologise to the Home Buyer for the breaches of sections 4.2 and 5.1 of the Code, and provide an explanation as to why the breach of these sections occurred.

Additionally, the Home Builder was directed to take practical action in providing a reasonable remedy to the issues of site operatives working at inappropriate times and trespassing on the Property; and to the issue of damage to the Home Buyer's van due to falling herras fencing.

Complaint

The Home Buyers stated that they were entitled to return of the Reservation Fee of £2,000.00 paid by them, without any deductions.

Defence

The Home Builder denied liability, on the basis that they are entitled under the Code to recover costs incurred by them amounting to £2,460.00, which exceeds the amount of the Reservation Fee.

Findings

The adjudicator found that the Home Builder had provided evidence that they had incurred costs of £1,910.00 which they were entitled to retain out of the Reservation Fee. The adjudicator was not satisfied on the balance of probabilities that the balance of the costs claimed by the Home Builder had been incurred or were recoverable.

This adjudication was pursuant to the Good Practice Guidance for Home Builders, which indicates that the Home Buyer may challenge excessive deductions from the reservation fee.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay the Home Buyers the balance of the Reservation Fee, amounting to £90.00.

Complaint

The Home Buyer submits that the car parking space that accompanies the Property is not fit for purpose, as it cannot be maneuvered into. Agents of the Home Builder have agreed that this cannot be done. There is an overflowing bin store that further obstructs entry. He cannot always access the back gate with his wheelchair due to other residents parking too closely, and so must use the front door. Visitor parking is not appropriate. He lost rental income due to problems with the Property. He has experienced significant inconvenience and distress. He has complained to the company about his parking space, but the issue has not been resolved.

The Home Buyer's comments on the Home Builder's Defence are that he signed documentation including a parking space with a 1.2m disabled bay and a 1.2m pathway to the back gate. This design was subsequently changed. He agrees that the parking bay is the correct size, but it is nonetheless very difficult to enter. His intention was always to rent out the Property, and on 16 November 2020 an agent visited the Property to commence the rental process. She stated that it was not possible given the condition of the Property.

The Home Buyer sought that the Home Builder resolve problems with the car parking space and access to the Property, and pay compensation for lost rent.

Defence

The Home Builder submits that the Home Buyer's parking space is the widest in the parking area and is over 1m longer than it needs to be. There is also 5m behind his space to allow him to reverse into it, giving a total of 6m, rather than the standard 5.5m.

The Home Buyer moved into the Property after completion on 28 August 2020. Snagging issues were raised and these were dealt with within the limitations imposed by COVID-19. The first notification the Home Builder received of this issue was a letter from the Home Buyer's solicitor on 26 March 2021.

Findings

The adjudicator found that although the Home Builder breached Section 5.1 of the Code through its delay in providing a good faith explanation to the Home Buyer why it could not take measures to ensure the Home Buyer could access his rear gate with his wheelchair on a consistent basis, it fulfilled this obligation through its comments on the Proposed Decision in this case. As a result, no additional remedy was required.

Decision

The claim succeeded, but no additional remedy was required.

Complaint

The Home Buyer submits that a number of issues were reported to the Home Builder; namely: marks to the work surface, which has returned after initially being reported on 3 Jan 2020; the back gate is missing a lock, despite being promised the same; and the back lawn being uneven with lots of dips. Finally the Home Buyer asserts that she would prefer a different thermostat.

Defence

The Home Builder submits that there is no record of marks to the work surface made at handover; there is no gate present on the transfer on the rear boundary; that the lawn issues fall within normal homeowner maintenance. The Home Builder avers that the thermostat has been installed as per the brochure specification.

Findings

The adjudicator found that while the original email did not promise a lock in addition to fitting the gate, the Home Buyer did notify the Home Builder of her expectation that a lock be fitted at the time of the gate fitting. While this was not responded to at the time, I find it to have been a reasonable expectation for the gate to be secure. The Home Builder avers that bolt locks have been fitted; however, I do not find this to be an appropriate remedy to the notification that the gate was without a lock. As a result, I find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to fit a suitable security lock in compliance with the relevant security standards.

Complaint

The Home Buyer submits that the Home Builder breached section 7.4 of the Code as it failed to direct her to the Code. While reference is made to section 7.4, this is not a section of the Code; however, I do find the claim to relate to section 1.2 of the Code, which relates to “making the Code available”. Additionally, the Home Buyer submits that the Home Builder breached section 7.1 (which I am satisfied should be section 5.1) of the Code due to the way the complaints in relation to the lawn, brickwork, and security fence were handled.

Defence

The Home Builder submits that it has provided appropriate responses to the Home Buyer's complaints, such that it does not propose any further action. Additionally that the Home Buyer was provided with information on the Code and the complaints process as part of the Homecare brochure.

Findings

Section 1.2 includes an important time consideration in that “all Home Buyers who reserve a Home should be provided with a copy of the Code Scheme with the Reservation agreement”. It is not clear from the information provided that this was complied with at the time of reservation. As a result, I find the Home Builder to be in breach of section 1.2 of the Code

The adjudicator was persuaded by the comments of the landscaper in that the patches were probably caused by dog urine. I also find on a balance of probabilities that since the relaying of the new lawn, the grass was not adequately maintained, which is the Home Buyer's responsibility. As a result, I find the Home Builder's position in not taking any further action to be an appropriate remedy in the circumstances.

The Home Builder responded to the complaint by contacting the brick manufacturer for information, which was relayed to the Home Buyer. The manufacturer provided a response which confirmed that “during the manufacturing process, we introduce to the surface of the brick, a measure of fine vitreous aggregate prior to firing. During the firing process in kiln these aggregates vitrify and form random black, almost glazed markings in the face of the brick. These random markings are characteristic of the product and they are present on the face by design, therefore they should in no way be interpreted as a defect”.

The Home Buyer raised the issue of a fence, positioned behind the garden fence of the Property. The parties accept that this fence does not form part of the Property demise. Therefore, it is outside of my remit to consider this issue and I dismiss this part of the claim.

Decision

The claim succeeded. The Home builder was directed to apologise to the Home Buyer for the breach of section 2.1.

Complaint

The Home Buyer submits that the Home Builder removed a fence panel and damaged other panels, and has refused to remedy the situation. Snags remain unresolved, including air bricks being too low. The Home Builder has taken too long to perform required works. The Home Builder has not responded appropriately to complaints. The quality of remedial works provided and of customer service have been poor.

The Home Buyer's comments on the Home Builder's Defence are that the shortened notice period was not his request, and he has not received a promised payment. The Home Builder has offered to replace the fence panel with one that is the same design as the current replacement, which does not match the rest of the fence. He reiterates that the roof line is not straight. The air bricks have not been installed correctly. The Home Builder has not provided final responses or resolutions.

The Home Buyer requested that the Home Builder apologise and explain; complete the snagging list; and pay compensation of £15,000.00.

Defence

The Home Builder submits that a fence panel was replaced at the request of a neighbour due to a defect. The Home Builder has offered to replace the panel again, but this has been declined, as the Home Buyer wishes for a new fence to be erected around the garden. The panel will weather to match the other panels. The Home Builder remains willing to undertake the offered replacement. The Home Builder inspected a post with a slight bow, but concluded that there was no defect. The roof line was inspected and no defect was found. Airbricks were inspected, but no defect has been found. Many of the items in the Home Buyer's snagging list are not the Home Builder's responsibility, as they are not valid defects. The Home Builder has been transparent with the Home Buyer regarding which items in the snagging list are and are not the Home Builder's responsibility. A home demonstration was not possible due to the shortened notice period requested by the Home Buyer.

The Home Builder denies that it has breached the Code.

Findings

The adjudicator found that Home Builder breached Section 5.1 of the Code by failing to resolve the Home Buyer's complaints regarding certain items within an appropriate time.

Decision

The claim succeeded. The adjudicator directed the Home Builder to straighten the dry verge on the roof, as identified in the snagging report, and to replace the non-matching panel in the fence with a matching panel or replace the fencing panels along the entire fence with matching panels.

Complaint

The Home Buyer submits that the fence is too close to the driveway, and does not allow sufficient space to maneuver vehicles. An agent of the Home Builder investigated and agreed that the fence should be moved by 50-60cm, but was subsequently overruled. When purchasing the Property she specifically asked about the driveways available on other properties, and was told they would be the same as that of the Property. Two properties elsewhere in the development have a larger space between their driveway and the corresponding fence. At the moment the driveway cannot be used as a three car driveway. The Home Builder's response to her complaint has been poor.

The Home Buyer requested that the Home Builder provide an explanation and move the metal fence beside the driveway.

Defence

The Home Builder submits that the driveway and fence have been constructed in accordance with specification, as supplied to the Home Buyer prior to purchase. There is a turning head at the top of the driveway to facilitate maneuvering. It has responded appropriately to the Home Buyer's complaint.

Findings

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

Decision

The claim did not succeed.

Complaint

The Home Buyers submit that the Home Builder has breached the 'Drainage' section of the Consumer Code for Home Builders, as follows:

- The Home Buyers assert that the breach was caused because 'Pipe work above (was) not designed appropriately therefore creating an ongoing noise issue that is detrimental to the quality of living and sale on value.'

The Home Buyers sought:

- Either: Further work to be carried out by the Home Builder if another viable solution can be provided to resolve the upper floor drainage noise, such as more sound proofing or insulation.
- Or: The Home Builder to compensate the Home Buyers for the 'financial impact of this on future resale of the property.'

Defence

The Home Builder submits that 'we do not believe that we have breached any sections of the Consumer Code' and they give the following key reasons:

- 'The 'works carried out have exceed the requirements under the NHBC.'
- 'The property achieved Building Regulations Certificate of Completion on 1st February 2022.'
- 'Section 5 of the customers Consumer Code Claim states the section of code breached as drainage, which we do not recognise as a valid section within the Consumer Code.'
- 'There has been no evidence provided of any significant reduction in the sale value of the property.'

Findings

The adjudicator found that:

- The Home Builder has not breached any of the requirements under the Consumer Code for Home Builders.
- The reasons given by the Home Buyers are not sufficient to justify the practical action or compensation sought.

Decision

The claim did not succeed. No remedies were awarded.

Complaint

The Home Buyer submits that there are numerous defects which the Home Builder failed to rectify, purportedly stating that “they are unwilling to rectify any further defects”. Additionally, that the defect period did not match the Premier Guarantee dates which meant that he could not seek support from Premier Guarantee due to the time limitation.

Defence

The Home Builder has not submitted a defence, nor has it commented on the Application. It is however, within my remit to consider the Application in the absence of the defence, which I propose to do.

Findings

The adjudicator did not find it to have been demonstrated that the Home Buyer was provided with “accurate and reliable information about the insurance-backed warranty” As a result, a breach of section 2.3 was established. While it is outside of my remit to decide on any of the issues of the defects raised by the Home Buyer, the Home Builder has not explained how it dealt with the complaint, nor provided evidence of any appropriate remedy and has chosen not to submit a defence. Therefore, I do not find the Home Builder to have complied with the requirements under section 5.1 and to therefore be in breach of the Code.

Decision

The claim succeeded. The Home Builder was directed to explain why the breach of 2.3 occurred and to apologise for the breach of the Code. While I make no direction in relation to the defects in themselves, I direct the Home Builder to apologise for this breach and explain why this breach of the Code occurred. The Home Buyer is claiming £5,000.00 for distress and inconvenience. Rule 5.7.5 of the CCHBIDRS Rules, permits me to make awards of up to £500.00 for inconvenience. Therefore, I make an award of £500.00 for inconvenience suffered as a result of the breach of the Code.

Complaint

The Home Buyer complained that the Home Builder pushed the date for completion of the Property back repeatedly, at the last possible moment and gave her inaccurate updates about progress. The Home Buyer argued that the Home Builder was thus in breach of section 3.2 of the Code, because it did not provide her with reliable and realistic information about the date for completion of the Property.

She also argued that the Home Builder was in breach of section 1.4 of the Code, concluding that the Home Builder's staff was not properly trained because if they had been, they would have recognised sooner that the date for completion was going to be pushed back and would have told her about this. The Home Buyer claimed that she had suffered loss as a result, because she had lost a mortgage offer and had to take out a mortgage on more expensive terms. She also had to pay an additional fee of £499 to the mortgage broker, which the broker had waived for the first mortgage offer.

Defence

The Home Builder denied that there was a breach of the Code. It said that it gave the Home Buyer a three-month completion window in the reservation agreement, and provided her with regular updates and that these were given in good faith and were as accurate as possible.

The Home Builder also said that it does have a detailed and varied program of training for its staff, including online training on the Code.

Finally, the Home Builder said that the Home Buyer had not shown that any breach of the Code has caused any financial loss. It said that a difference between the estimated costs of two mortgage offers is a result of the unavoidable delays to the construction of the Property, which are an accepted occurrence on new build properties, and not a result of any breach of the Code.

Findings

The adjudicator found that the Home Builder failed in its duty under section 3.2 of the Code to provide the Home Buyer with reliable and realistic estimates of the date for completion of the Property. On several occasions it informed the Home Buyer that it needed to push back the date for completion on less than a month's notice. While the Home Builder did, on some occasions, give reasons for the delay (for example, materials shortages), the adjudicator did not consider that it gave any proper explanation for why the delay could not have been communicated to the Home Buyer on an earlier date.

However, the adjudicator did not consider that the documents evidenced that the Home Builder has failed to properly train its staff in breach of section 1.4 of the Code.

Regarding the compensation claimed, the adjudicator noted that the Home Builder's breach of the Code was not the fact that completion of the Property was delayed – rather, it was the failure on the part of the Home Builder to keep the Home Buyer properly informed about the delays. The adjudicator therefore did not award the Home Buyer compensation for the difference in terms between her first mortgage offer and her second mortgage offer, because this is a loss that she would have suffered even if the Home Builder had complied with its duty to keep her updated. However, the Home Buyer also claimed the sum of £499 charged by her mortgage broker by way of application fee. The adjudicator found that this was a loss that was caused by the breach as it is reasonable to suppose that the Home Buyer would have been able to negotiate a waiver of this fee if the Home Builder had complied with its duty to provide the Home Buyer with accurate information about the date for completion of the Property. The adjudicator thus awarded the sum of £499 as compensation for loss suffered as a result of its breach of section 3.2 of the Code.

Decision

The claim succeeded in part. The adjudicator thus awarded the sum of £499.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 2.1 and 2.6 because the parking space at the Property is not usable due to a structure adjacent to the parking space which prevents him from opening his car door. The Home Builder also breached Code Section 5.1 because of a lack of ownership of his complaint, and there are several outstanding issues at the Property including incomplete rendering and flooring works.

Defence

The Home Builder submitted that the parking space provided was built in line with the planning permission secured from the Council. Enforcement officers had attended the Property to inspect the parking space, but no concerns were raised. It made a goodwill offer in respect of the parking space, but it is not able to implement its offer without the agreement of other home owners affected by the parking issue and those home owners have not provided their consent to its proposed works.

Findings

The Adjudicator found that the remedies the Home Buyer sought as a remedy for the parking issue could not be awarded under the Code and the Rules of the Scheme. This was because the claim for compensation was effectively a claim for the diminution of the value of the Property and such a claim is excluded from the scope of the Code. Further, a direction for the Home Builder to carry out remedial works on the parking space could not be made due to the apparent impact on third party property rights. However, the Home Builder breached Code Section 2.1, because it did not inform the Home Buyer about the structure adjacent to the parking space and accordingly the Home Buyer had not been provided with sufficient pre-purchase information about the parking arrangement at the Property. The Home Builder also breached Code Section 5.1, because it had agreed to send correspondence regarding the parking space but it did not send the correspondence within a reasonable period of time which contributed to the delay in resolving the complaint.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £500.00 in compensation for inconvenience.

Complaint

The Home Buyer says that the dropped ceiling did not reflect the Home Builder's marketing or sales information, and once this and the snagging issues were raised, the Home Builder provided poor customer service, all of which led to considerable disruption and stress. In doing so, the Home Builder has breached sections 1.5 and 5.1 of the Consumer Code for Home Builders

Defence

The Home Builder says it has always complied with the requirements of the Code. The ceiling height has been fitted as per design and specification. The outstanding snagging issues raised at the Home Builder's last visit in March 2022, outside of the 2-year warranty period, have been attended to, and the works have been duly signed off as completed by the Home Buyer's tenant. The Home Buyer has sub-let the Property to two different tenants, and some of the reported snagging issues are down to wear and tear. There are two outstanding items relating to the glazing and the patio slab that the Home Builder has offered appointments for, and it is waiting to receive confirmation from the Home Buyer that these appointments can go ahead.

Findings

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

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder apologise and pay £15,000.00 compensation for the distress and disruption incurred and to rectify the remaining issues with the Property.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because its after-sales service was inadequate; it failed to address issues she raised during the warranty period; it has not rectified issues at the Property including poorly installed flooring and incorrectly installed windows; and it did not provide her details of its complaints process.

Defence

The Home Builder submitted that it commissioned a number of reports and arranged many inspections by relevant sub-contractors to identify and resolve the issues with the latest report being commissioned in October 2022. As a result, all the issues raised have been resolved apart from two items that are ongoing. It is in continued communication with the Home Buyer to resolve the two outstanding issues. At Reservation, it provided the Home Buyer details of its complaints process.

Findings

The Adjudicator found that the claims concerning outstanding works such as poorly installed flooring concern snags, defects and poor workmanship which fall outside the scope of the Scheme and could not be adjudicated upon. The evidence did not show that the Home Builder's after-sales service was inaccessible as the Home Builder had generally engaged with the Home Buyer's correspondence after the sale of the Property.

However, the Home Builder breached Code Section 5.1 because it had not provided dates or timescales which it kept to in completing matters the Home Buyer reported, neither was there evidence of proactive contact providing information such as updates, as a result of which the Home Buyer had to contact it a number of times to secure progression of the matters reported.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer a written apology for the inconvenience it caused her, and pay the Home Buyer £150.00 in compensation for inconvenience.

Complaint

The Home Buyer submitted that the Home Builder had failed to fulfil its obligations under the Code with respect to the Property. The Home Buyer argued that the Home Builder had breached Sections 1.1, 1.2, 1.4, 1.5, 2.1, 2.3, 3.4, 4.1, 4.2, 5.1 and 5.2 of the Code.

The Home Buyer sought that the Home Builder apologise; provide evidence of training; improve the customer experience; remedy outstanding health and safety issues; take specified practical actions; and pay total compensation of £8,252.00.

Defence

The Home Builder denied breaching the Code.

Findings

The adjudicator found that the Home Builder breached Sections 1.1, 1.2, 1.5, and 4.1 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for its breaches of the Code; attend the Property and remedy the items identified in the section of the Home Buyer's complaint titled "Incorrectly Laid Floor"; and pay the Home Buyer compensation of £200.00.

Complaint

The Home Buyer submits that there are scratches to the inside of the glass panes to the windows in the front study room and the small porch at the back of the house. The Home Buyer claims that the Home Builder has failed to adequately look into this issue or take any positive action to resolve it as it was not reported within 72 hours of moving in; thereby breaching sections 4.1 and 5.1 of the Code.

Additionally, the Home Buyer submits that the Home Builder has breached sections 4.1 and 5.1 of the Code as it has not addressed a pressure issue with the shower, nor notified the Home Buyer of how the dispute could be resolved.

Defence

The Home Builder submits that the issues of defects are outside of the scope of the scheme and that the Home Buyer has evidenced that which is being claimed. However, the claim is defended with the assertion that the Home Buyer was provided with “site contact details” at the point of reservation; the New Home and Warranty document has been provided to the Home Buyer; and that any reports of defects must be reported within 72 hours of legal completion, but that customer care details were provided in the “caring for your new home” guide. Additionally, the Home Builder avers that it complied with its complaints policy at all times, by promptly addressing the issues raised.

Findings

Section 4.1 does not time restrict the after-sale service to 72 hours and expressly states that the Home Builder should “explain that you are responsible for remedying relevant defects arising under the Home Warranty two-year defect period”. Therefore, while the Home Buyer has signed the New Home Tour and Warranty document, I do not find this condition to be within the spirit of the Code, nor comply with the express requirement of providing an accessible after-sale service. Consequently, I find the Home Builder to be in breach of section 4.1 of the Code. I do make any findings in relation to the defects, or the reporting or response to the same.

Decision

The claim succeeded. The home builder was directed to apologise to the Home Buyer for the breach of section 4.1 of the Code and explain why this breach of the Code occurred.

Complaint

The Home Buyer's claim is that the Home Builder has breached a requirement of the Code at Sections 4.1 because there has been no resolution reached for plastering and repainting and resultant to the Home Builder's refusal to employ alternative plasterers to carry out the remedial work required and 5.1 because the Home Builder has not resolved the complaint.

Defence

The Home Builder's position is that it disputes both claims made by the Home Buyer and says no formal complaint has ever been made concerning the plastering and a solution was offered. However, the Home Buyer has stopped the resolution proceeding and that from reservation to completion a full legal process was followed and documented correctly with no false promises having been made.

Findings

The Adjudicator found that the Home Builder has not provided the Home Buyer with a sufficiently accessible after sales service and has therefore breached a requirement of Clause 4.1 of the Code.

The Adjudicator also found that the Home Builder has breached a requirement of Section 5.1 of the Code, by not having a sufficient system and procedure for receiving, handling and resolving Home Buyers' service calls and complaints.

Decision

The claim succeeded in part.

The Adjudicator directed that the Home Builder shall carry out the plasterboard ceiling repairs, the replastering of all ceilings, with all walls needing to be sanded and filled and decoration to all walls and ceilings at the property using a suitably qualified contractor such as the third-party contractor that provided the Home Builder with the scope of work required that was identified within the Home Builder's email dated 18 January 2022 (and not the original contractor given the issues that exist between the Home Buyer and the original contractor) and provide the Home Buyer with an apology.

The Adjudicator further directed that in the alternative the Home Builder shall pay to the Home Buyer the amount of £7,480.00 to cover the cost of the re-plastering and decoration required based on the quotations provided within the Home Buyer's claim.

The Adjudicator also directed that it would be appropriate for the Home Builder to provide the Home Buyer with an apology and I therefore find that an authorised representative of the company provide the buyer with a formal written apology for the stress and inconvenience caused.

Complaint

The Home Buyer submitted that upon moving into the Property, she reported to the Home Builder that one of the landing walls was wider at the top than the bottom, apparently because the door frame had been placed incorrectly. She was initially told that this would be easy to resolve, but after examination the Home Builder concluded that it would be necessary to re-build the entire wall. She pursued her complaint and the Home Builder ultimately agreed to have the plasterer address the misalignment.

However, this worsened the problem. The Home Builder refused to undertake further work to resolve the issue. She was not accurately informed of the limitations of the NHBC policy on the Property. She argued that the Home Builder had breached Sections 2.3 and 4.1 of the Code.

The Home Buyer requested that the Home Builder fit the door frame correctly.

Defence

The Home Builder submitted that the Property had been built in accordance with the contract. Issues relating to the quality of the build of the Property fall outside the scope of the Scheme. The Home Buyer was provided with the information required by Section 2.3 of the Code. In the Reservation Agreement the Home Buyer confirmed receiving this information.

The Home Builder had responded to the Home Buyer's complaint and had examined the issue. It had concluded that it is not required to carry out any further works. Work was performed on the wall as a goodwill gesture, but the Home Builder had been consistent that no work was actually required.

Findings

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

Decision

The claim succeeded. The adjudicator directed the Home Builder either resolve the unevenness of the wall, or provide the Home Buyer with a properly costed evaluation of the cost of this remedy, providing a good faith written explanation why this cost justified not providing the remedy.

Complaint

The Home Buyers submitted that at the point of sale they were told that a duct would be installed from inside the garage to inside the fuse board to enable connection of electricity to the garage. They declined to pay for cabling to be installed through the duct, as they could do that themselves. During the home demonstration the Home Builder's agent stated that the duct had not been put in, but confirmed that it would be installed by the date of completion. The work was not completed.

The Home Builder agreed to redo the front and side gardens, as they are dangerous and extremely uneven, but this work has not been completed. The rear garden was agreed to be rotavated, but this has not been done. A lamppost was placed on the side garden without permission. The Home Builder agreed to relocate it, but had now refused to do so. Render at the front of the Property was poor. A complaint was raised to the Home Builder, but the render was only painted, leaving the problem unresolved.

They argued that the Home Builder had breached Sections 2.1, 2.2, 4.1 and 5.1 of the Code.

The Home Buyers requested that the Home Builder remove the lamp post; install the duct correctly; bring the front, side and rear gardens to a safe and level standard; apologise; and pay compensation of £15,000.00

Defence

The Home Builder submitted that although it had originally agreed to relocate the lamppost, the work could not be completed. It had now confirmed that the lamppost was in the correct location, and so it would not be moved. No evidence of an agreement with the customer regarding a duct had been produced. As the lamppost and fence repositioning were not completed, work on the front and side gardens would not be completed. The Home Builder had no evidence that the rear garden was not rotavated. The rendering on the Property was inspected by the NHBC on 20 June 2022 and confirmed to be within tolerance.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by failing to provide accurate pre-purchase information on the location of the lamppost.

The Home Builder breached Section 5.1 of the Code by failing to resolve within an appropriate period of time the Home Buyer's complaints about the lamppost, the electric cabling duct, the gardens, and the render on the Property.

Decision

The claim succeeded. The adjudicator directed the Home Builder to install the duct in accordance with the verbal agreement; to level the front and side gardens; to rotavate the rear garden; to repair or replace the render on the front of the Property; to apologise to the Home Buyers for its breaches of the Code; and to pay the Home Buyers compensation of £500.00.

Complaint

The Home Buyer submits that the Home Builder has breached sections 2.1 and 5.1 of the Consumer Code for Home Builders, as follows:

- The Home Buyer asserts that the section 2.1 breach was caused because the Home Builder 'should have notified (the) consumer of (a) change of appearance' relating to the sloping garden and that 'if there is advanced knowledge that the garden is substandard in terms of slopes and gradients this should be explicitly explained.'
- The Home Buyer asserts that the section 5.1 breach was caused because the Home Builder should have investigated under the complaints procedure and then explained the situation and put things right.

The Home Buyer sought:

- The Home Builder to investigate and resolve the issue with the sloping garden.

Defence

The Home Builder submits that it has not breached the Code for the following key reasons:

- A plan showing the sloping garden was included in the reservation pack and was explained to the Home Buyer.
- The procedures for receiving and handing complaints were handed to the Home Buyer with the reservation pack and have been followed.

Findings

The adjudicator found that:

- The Home Builder has not breached any of the requirements under the Consumer Code for Home Builders.
- The reasons given by the Home Buyer are not sufficient to justify the practical action sought.

Decision

The claim did not succeed. The adjudicator directed that:

- no remedies were awarded.

Complaint

The Home Buyer says the Home Builder breached the Code by not informing the Home Buyer that the garden was contaminated by arsenic before purchase and failed to provide good customer service when dealing with a complaint concerning adequate drainage within the Property's garden.

Defence

The Home Builders' position is that it has not breached any section of the Code. At the time of reservation, it was unaware of any contamination and if asked would answer to the full extent of its knowledge and recommend that the Home Buyer highlight the issue with their solicitors to pursue the matter further. The Home Builder is currently awaiting quotations for the drainage issue with the Home Buyer's garden and once received the Home Builder will take the appropriate action. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The claim does not succeed.

Decision

The reasons given by the Home Buyer are insufficient to justify that the Home Builder to fix the garden drainage issues and pay compensation for the distress and inconvenience.

Complaint

The Home Buyer says the Home Builder breached the Code by failing to provide good customer and after-sales service when dealing with a complaint about not providing a fridge in the kitchen, the Property's doorbell and the sealant surrounding the property's bath.

Defence

The Home Builder did not provide a response.

Findings

The Home Builder has breached Clauses 4.1 and 5.1 of the Consumer Code for Home Builders.

Decision

The reasons given by the Home Buyer are sufficient to justify the Home Builder pay the Home Buyer the sum of £200.00.

Complaint

The Home Buyer submits that the Home Builder has breached Section 1.5 of the Consumer Code for Home Builders, as follows:

- The Home Buyer was 'led to believe, during (the) property inspection, that internal extractor fans would include humidistat function. Later (after sale) (the Home Builder) confirmed in writing as being specified for the property but confirmation subsequently retracted.'

The Home Buyer submits that the Home Builder has breached Section 5.1 of the Consumer Code for Home Builders, as follows:

- There is 'unsatisfactory resolution by builder and warranty holder (NHBC) for (the) flooring movement issue.' This includes 'no accurate movement measurements taken' and 'insufficient investigation performed.'
- There is 'unsatisfactory resolution by builder' over the colour and specification of the brick header courses above the windows and doors.

Defence

The Home Builder does not deny the breaches in its responses but instead proposes further tests and remedial works to establish and resolve the alleged defects.

Findings

The adjudicator found that:

- The Home Builder has breached the requirements under the Consumer Code for Home Builders.
- The reasons given by the Home Buyer are sufficient to justify the remedies awarded.

Decision

The claim succeeded.

The adjudicator directed that the Home Builder:

- Takes the necessary measurements to determine whether the floor movement is acceptable or not.
- Provides the original window / door brick header course specification and determines if the bricks installed are correct in material and colour.

Complaint

The Home Buyer's claim is that the Home Builder has breached a requirement of the Consumer Code for Home Builders ("the Code") at Section 4.1 and that the Home Builder has failed to honour its commitment to provide a one-year warranty for any tree planted by the Home Builder.

Defence

The Home Builder's position is that the application is outside the scope of the Code, that the application is out of time, that by the time the tree was reported the tree warranty had already expired, that a competent landscaper instructed by the Home Builder has advised the tree is alive and that it is for the Home Buyer to maintain and care for the tree, and that the Home is subject to a Covenant requiring the Home Buyer to replace the tree in the event that it dies.

Findings

The Adjudicator was unable to find that the application falls outside of the scope of the Code. However, the Adjudicator was unable to find that the Home Builder has breached a requirement of Section 4.1 of the Code.

The Adjudicator was unable to find that the tree is dead, dying, or indeed that the tree is unhealthy and / or substandard, in a manner that further maintenance and pruning would not rectify and was also unable to find that the Home Builder has any responsibility for maintenance or for providing any replacement tree required.

Thus, since the Adjudicator decided that he was unable to find that the Home Builder has breached a requirement of Section 4.1 of the Code, and was therefore unable to find that Home Buyer is entitled to the relief sought or any relief.

Decision

The Home Builder has not breached a requirement under the Consumer Code for Home Builders.

The reasons given by the Home Buyer are not sufficient to justify the Home Builder taking some practical action to plant a new suitable tree in the coming planting season or alternatively if the Home Builder fails to do so, then the Home Builder reimbursing the Home Buyer's costs in buying a new tree and getting someone to plant it in the next planting season.

Therefore, the Adjudicator decided and directed that no further action is therefore required of the Home Builder.

Complaint

The Home Buyer submits that it reported issues of snagging, poor workmanship and snag management to the Home Builder; specifically, the issue of the toilet seat not working properly and the time taken to address this. Additionally, the issue of drainage to the rear garden and the Home Builder's refusal to rectify this defect.

The Home Buyer has expressly stated that the Home Builder has a poor after-sale service due to its failure to fix remaining snags outlined above; and that it has poor complaints handling due to the failure to address the complaints in full and refusal to fix the two snags.

Defence

The Home Builder submits that it has rectified the issue with the toilet seat and that any snagging issues have been attended to within the appropriate timeframe. Additionally the Home Builder avers that the garden is constructed to NHBC standards and no remedial action is required.

Findings

The adjudicator found that While there was a presence of defects at the Property post completion, the pertinent requirement under this section of the Code is for the aftercare service to be accessible. In consideration of the communications between the parties, I am persuaded that the aftersales service was made accessible by the Home Builder and that the Home Buyer was aware of who to contact at the Home Builder in relation to this service. Furthermore, the emails between the Home Buyer and warranty provider demonstrate that the Home Buyer was aware NHBC was the provider. In further consideration of my remit, in relation to deciding on defects, I do not find there to be any breach of section 4.1 of the Code.

Home Buyer's Application details this part of the claim as being due to the Home Builder not having a system in place to handle complaints.

While the Home Builder has acknowledged this part of the claim, it has not provided any evidence in response to the Home Buyer's submission to demonstrate that it has a system in place to handle complaints. In the absence of this clarification I find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to apologise to the Home Buyer and provide an explanation as to why the breach occurred. Additionally, the Home Builder was directed to pay £200.00 for inconvenience.

Complaint

The Home Buyer says that the Home Builder was in breach of the Code as it failed to ensure that the doors and skirting were not damaged by its tradesman and that the built-in wardrobes were installed in the locations as shown on the Home Builder's website and show home.

Defence

The Home Builder says it has always complied with the requirements of the Code. The Home Buyer has made full use of the Home Builder's after-sale service, and the Home Builder thoroughly investigated the Home Buyer's alleged defects with the doors and skirtings and fixed any issues raised..

Findings

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

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder explain the reasons why the built-in wardrobes were not located as requested and pay £5,000.00 for the repairs required to the Property's doors and skirtings

Complaint

The Home Buyer stated that the size of the back garden was reduced by two metres, there is a dangerous tilting fence in a nearby land, there is an open rail fence in the back garden instead of a close board fence, and there is inadequate insulation and soundproofing at the Property.

Defence

The Home Builder submitted that the property was constructed in accordance with the plans and there was no short fall in the size of the garden. The Property was built in accordance with planning permission, Building Regulations and NHBC technical requirements. It disputed the claim that the installation and soundproofing at the Property are inadequate.

Findings

The Adjudicator found that the Home Buyer's complaints concerning snags, defects and poor workmanship fell outside the scope of the Code could not be adjudicated upon. The Home Buyer had also complained about items situated on third party land and complained about a boundary fence shared with a neighbouring property. The Adjudicator could not adjudicate on matters that affect the rights of third parties who are not party to the complaint. The evidence did not show that there had been a misrepresentation of the garden size, neither that there had been an alteration in the size of the garden.

The Adjudicator did not find a breach of Code Section 3.1 on the evidence. There was also a reasonable level of engagement from the Home Builder, and there was no evident breach of Code Sections 4.1 and 5.1.

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's claim is that the Home Builder has breached section 5 of the Consumer Code for Home Builders (the "Code") by failing to resolve complaints relating to the toilet pans, trees and topsoil in a reasonable period

Defence

The Home Builder accepts the trees are to be replaced and denies liability for the issues relating to toilet pans and topsoil. The Home Builder has offered financial settlements to the Home Buyer in respect of all three issues.

Findings

The adjudicator found that the issues complained of had been acknowledged by the Home Builder although a settlement had not been agreed. The Home Builder made financial offers supporting with quotations for remedial works to be carried out. The adjudicator found that the total value of remedial works exceeded the cap under the rules of these proceedings and therefore awarded the maximum amount available.

Decision

The claim succeeds and the Home Builder is required to pay the Home Buyer £15,000.

Complaint

1. The Home Buyer submits that the Home Builder has breached the Code as:
 - It provided poor customer service aftersales
 - Home contents were missing
 - There were health and safety issues on the development
 - Sales and advertising was untruthful
 - The timing of construction and handover was late
 - Complaints were not handled correctly.

Defence

The Home Builders denied any breach of the Code and relied on its disclaimer in its pre-sales material.

Findings

The adjudicator found that the Home builder breached sections 1.5 and 2.1 of the Code as the advertised boiler was not fitted. in the absence of any evidence to demonstrate the training received by the individuals or departments responsible for these areas, I find the Home Builder to be in breach of section 1.4 of the Code

Decision

The claim succeeded. The adjudicator determined that the Home Builder pay the sum of £500.00 and explain why the breach of section 1.5 occurred; provide an apology for the breach of section 2.1; and apologise for the breach of section 1.4. Additionally, they directed the Home Builder to pay £200.00 to the Home Buyer for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.5 and 2.1 because it did not inform him at the pre-purchase stage that it was coming to construct car ports at the rear of the Property.

Defence

The Home Builder submitted that it informed the Home Buyer at the reservation stage and prior to legal completion, that structures would be erected at the back of the Property. The planning application for the car ports were available for inspection, and the title documentation for the Property shows the location of a structure at the rear of the Property. This ought to have been apparent to the Home Buyer's solicitor before legal completion.

Findings

The Adjudicator found that the Home Builder breached Code Section 1.5, because the sales brochure did not clearly show the intention to erect a structure at the rear of the Property. However, the Home Builder did not breach Code Section 2.1, because the plans provided sufficient information about the general layout and appearance and plot position, and the Home Buyer had sufficient information upon which to carry out his investigations and raise enquiries. The publicly available planning documentation also confirmed that approval had been given for the erection of carports at the rear of the Property. On the whole, an apology was reasonable and proportionate for the breach of Code Section 1.5.

Decision

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

Complaint

The Home Buyer submits that there is a retaining wall which has been built in front of the garage, which is not in accordance with the plans. As a result, the Home Buyer asserts that the Property boundary is in the wrong place. Additionally, the Home Buyer submits that no edging has been laid along the driveway boundary.

The Home Buyer is therefore requesting that the Home Builder reconstruct the retaining wall in the correct position, as shown on the plans; for the Home Builder to lay a “solid edging” along the length of the driveway; and move the fence to the correct position on the boundary.

Defence

The Home Builder submits that its legal advisers and an independent structural engineer have confirmed that the wall and fence have been placed in the correct position along the boundary. However, as a gesture of goodwill, the Home Builder offered to add edging to the driveway, so that the boundary followed a straight line.

Findings

The adjudicator found the boundary issue to be out of scope but found that the home builder did not engage with the surveyor appointed by the home buyer and therefore breached section 5.2.

Complaint

The Home Buyer submits that there are a number of unresolved issues with the Property; namely:

- A foreign residue on tiles;
- Delays to the carport completion (2.1); a concrete floor to the carport, instead of block paving (2.2); the carport remains poorly finished and that the lights and power were installed to a poor standard (2.3); the Home Buyer's power supply has been used by the Home Builder's contractors and tools and materials have been left behind (2.4)
- Offering compensation for various issues and not honouring the agreement (2.5)
- No working coaxial port/LAN connection to watch live TV (3.1)
- Unclear sales material regarding the internet provider (3.2)
- The Home Buyer has included a section of the submission called "further ongoing issues". These issues all relate to defects at the Property.

Defence

The Home Builder submits that it has it is yet to issue its final response and so the Home Buyer's application cannot yet be considered by the Scheme. Additionally, that the majority of the claim relates to snagging and therefore falls out of the scope of the Code.

Findings

The Home Builder accepts that incorrect information was provided in relation to the inclusion of lighting in the garage. I am therefore, persuaded that this did constitute a breach of section 1.5 of the Code. I direct the Home Builder to reoffer the £75.00 to the Home Buyer.

The Home Builder accepts that the Home Buyer was misinformed about the lighting which was to be included in the carport. A refund of £75.00 – which equates to the cost of the wall lights has been offered and addressed in the previous section. As a result, I find the Home Builder to be in breach of section 2.1 of the Code and I direct the Home Builder to pay £100.00 for inconvenience under Rule 5.7.5. I do not find there to be sufficient evidence to demonstrate that the Home Builder's contractors used the power supply.

The Home Builder was not found to have demonstrated that it provided reliable and realistic information on when construction would finish. Consequently, I find the Home Builder to be in breach of section 3.2 of the Code and I direct the Home Builder to apologise for this breach. I also direct the Home Builder to pay £100.00 for inconvenience.

Decision

The claim succeeded. The adjudicator determined the Home Builder was to reoffer the £75.00 to the Home Buyer; pay £450.00 for inconvenience; and apologise for the breach of section 3.2 of the Code.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it delayed in rectifying snagging issues at the Property and its complaints process was lacking in clarity and resolution.

Defence

The Home Builder submitted that at the reservation stage, it provided the Home Buyer information about its after-sales service, it attended all appointments and kept the Home Buyer updated on progress of the works at the Property. It accepted that it had taken too long to address the Home Buyer's concerns and it apologised to the Home Buyer for the disruption caused. It followed the complaints process with regular contact with the Home Buyer, additional works have been undertaken for the Home Buyer, and a fair and reasonable offer of compensation of £400.00 was made.

Findings

The Adjudicator found that the Home Buyer's complaints concerning snags, defects and poor workmanship fell outside the scope of the Scheme and could not be adjudicated upon. The Adjudicator could consider the manner the Home Builder handled the Home Buyer's complaint.

The Home Builder breached Code Section 5.1 because the evidence indicated that the Home Builder was reactive in its approach, responding to individual issues when followed up by the Home Buyer rather than providing a comprehensive response on all the items with a clear plan of action.

The Home Builder did not resolve the Home Buyer's complaint within a reasonable period of time. The Adjudicator considered that the Home Builder's offer of £400.00 reasonable in the circumstances.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to investigate the Home Buyer's complaint regarding outstanding works at the Property, and provide the Home Buyer with a written response setting out a timeframe for resolving the outstanding works.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.1 and 1.3, because it discriminated against her on the grounds of her disability. She believed that it did not want to sell the Property to her because of her disability.

Defence

The Home Builder disputed the claim. It submitted that it was cautious, professional, considerate and considered the Home Buyer's needs at all times. It engaged in correspondence with the Home builder are assuring her of its intention to proceed with the sale and confirming that it had not withdrawn from the sale. It proceeded with the sale in good faith without completed contract documents and it removed the Property from sales from 21 April 2022 to 18 November 2022.

Findings

The Adjudicator found that the that the Home Buyer's complaints concerning discrimination fell outside the scope of the Scheme and could not be adjudicated upon. The evidence did not show that the Home Builder treated the Home Buyer unfairly or failed to take her needs into account. The Home Builder informed the Home Buyer severally that it had not withdrawn the sale and it was committed to proceeding with the sale. It made reasonable attempts to assure the Home Buyer that it did not intend to enforce the reservation expiry date set out in the reservation agreement.

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 Property was reserved at the end of October 2021 and no completion date was ever agreed, but that exchange was “hopefully” going to take place on 12 December 2021. The Home Buyer asserts that she was in a position to exchange on 20 December 2021, which was accepted by the Home Builder; with completion on 4 January 2022, which was not accepted by the Home Builder.

Defence

The Home Builder submits that the reservation agreement stipulated an exchange deadline of 12 December 2021 and that it withdrew from the sale on 28 December 2021 as the deadline was missed.

Findings

I am satisfied that the Home Buyer was not able to exchange by 12 December 2021. However, I have been provided with a copy of an email from the Home Buyer’s solicitor from 22 December 2021. This was sent to the Home Builder’s solicitor and confirmed that the Home Buyer was “still willing able to exchange today, with completion in January 2022”.

While the Home Builder may have allowed an extension to the exchange deadline, it was within its rights to rely on the deadline stipulated in the Reservation Agreement. Once this deadline passed, the reservation automatically expired.

The parties accept that a new sale was agreed with an additional £5,000.00 added to the purchase price. While the Home Builder may have agreed to reinstate the sale at the same price, it was not obliged to do so. This new price was agreed to by the Home Buyer, after the original reservation expired. While this was undoubtedly incredibly frustrating for the Home Buyer, I do not find the Home builder to be in breach of the Code, as a result.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 1.5 because it did not inform him about a flooding issue at the rear of the Property, it breached Code Section 2.6 because it entered into a sales agreement with another buyer while the Property was reserved to him, it breached Code Sections 4.1 and 5.1 because it did not resolve the flooding issue and it did not respond to his complaint.

Defence

The Home Builder submitted that the Home Buyer had already accepted compensation from it in full and final settlement of all the issues at the Property, including the issues regarding the rear garden. The photographs it has does not show any ponding in the garden.

Findings

The Adjudicator found that the settlement between the parties related to seeding works in the garden, and did not concern the flooding issues. The evidence did not conclusively show that the Home Builder was aware of a flooding issue at the garden prior to completion. There was no breach of Code Section 1.5 found on the evidence.

There was no breach of Code Sections 2.6 and 4.1 on the evidence, because the Reservation had not been confirmed at the time the Home Builder received an offer for the Property from another buyer. There was, on the whole, a reasonable level engagement from the Home Builder in relation to several after-sales issues the Home Buyer raised.

However, the Home Builder breached Code Section 5.1, because it did not respond to the Home Buyer's complaint about flooding at the rear garden, defective fencing and a sloping patio.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to: Pay the Home Buyer £150.00 in compensation for inconvenience; investigate the Home Buyer's complaint regarding flooding in the rear garden, defective fencing and a slope in the patio; and provide a Home Buyer a written response confirming the outcome of its investigation and proposed course of action in respect of the issues raised.

Complaint

The Home Buyer says the Home Builder breached the Code by failing to install a chimney liner so that a wood-burning stove could be installed, despite purchasing a wood-burning stove for the Home Buyer.

Defence

The Home Builder says it has always complied with the requirements of the Code. The chimney has been built for decorative purposes, in accordance with building regulations and signed off accordingly.

During construction, the Home Buyer raised a query about whether the Home Builder could install the lining to the chimney, to which the Home Buyer informed them they would not be able to do this.

It was agreed that the Home Buyer would undertake to fit the fire and related work on the chimney, which would include the installation of a flue liner.

Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issue within a reasonable time period.

Findings

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

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder apologise and pay compensation of £600.00 to install a chimney liner so that a log burner can be installed.

Complaint

The Home Buyer submits that an oil-like substance began to seep from the driveway in particular place and the that Home Builder agreed to inspect and rectify the problem. The Home Builder then dug out and refilled a square patch which was a different colour to the rest of the driveway. The Home Buyer asserts that the Home Builder has not resolved his complaint in relation to this issue.

Defence

The Home Builder accepts that patch to the driveway was a different colour; however, that this would be the case for some time while the areas weather. As a gesture of goodwill the Home Builder has offered to apply black tarmac finish to the whole driveway. However, the Home Builder avers that no breach of section 5.1 has occurred.

Findings

While limited information has been provided to explain the nature or cause of the issue with the affected tarmac, the oil-like substance seeping out does suggest probable a defect either with the material used or the laying of the tarmac itself.

The Home Builder responded by attempting to rectify this defect. While it probably did rectify the issue of the substance, the work left a different problem, which is clearly visible on the photographs provided.

While an issue remains, the core issue was that of a defect and its attempted repair. As a result, the issue is outside of the scope of the Code and therefore this scheme.

In its defence submission, the Home Builder has offered to “apply a black specialist tarmac finish which will colour both new and old to the same colour of black that the driveway was originally”. The Home Buyer has accepted this offer.

Decision

The claim did not succeed. No remedy due; although the Adjudicator felt that the proposed resolution could have come earlier which may have saved the parties the time and trouble of entering into a formal dispute resolution process.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 3.2, 3.3 and 5.1 of the Code. Specifically, in relation to Section 3.2, the Home Buyer submits that they encountered a “*lack of communication when delays have occurred*” and that they had to continue to “*chase for updates*”.

In relation to Section 3.3, the Home Buyer submits that as it has been “*confirmed that [the Home Buyer does] have a right to cancel the contract*”, the Home Buyer submits that “*this should also entitle [them] to seek out of pocket expenses and compensation for the loss of 2 mortgage offers over 2 years and subsequent ill health*”.

In relation to Section 5.1 of the Code, the Home Buyer comments that they “*were provided with an incorrect email address to escalate [the] complaint*” and that when they “*submitted [the] complaint no-one from the company contacted [them] to know what our concerns were*” and that they “*just received their legal reply.*” The Home Buyer submits further that the issues have had a significant impact on them on their household, including in relation to the expiry of the stamp duty holiday, additional rent payments and a need to obtain another mortgage offer (at higher interest rates). The Home Buyer submits further that the issues have had an impact on their “*physical and mental health*” and that of their household..

Defence

The Home Builder disputes the claim and submits that it did not breach a section of the Code. Specifically, the Home Builder submits that reservation took place in January 2021 and “*Anticipated Legal Completion Date was stated as “Summer 2021”*”. The Home Builder comments further that “*as confirmed in the email evidence provided by the Home Buyer, the site layout was being re-planned at that time and planning approval was awaited.*” When exchange took place in June 2021, the Home Builder commented that by this time “*the Home Buyer had been made aware that issues with ground stability had been identified, resulting in build delays and that foundations for the plot had not yet been laid*”. The Home Builder states further that “*an estimated legal completion date of 17 December 2021 was given*” in the contract, however, “*unfortunately, further problems outside the control of the Home Builder were subsequently encountered with ground movement, which delayed construction well beyond what was originally anticipated*”.

In relation to the claim that the Home Buyer had to chase for updates, the Home Builder “*contend[s] that information regarding changes to anticipated build dates was reliable and realistic at the time it was given and there was no further information to impart in the interim.*”

In relation to Section 3.3, the Home Builder submits that it has “*fully complied with this Section of the Code*” and that the reservations agreement terms “*confirm the Home Buyer’s right to terminate at point 9; the Home Buyer’s evidence includes a copy of the exchanged Contract, which confirms the rights of the Home Buyer to terminate at clause 13*” and “*the letter dated 17 January 2022 responding to the Home Buyer’s formal complaint, also*

contained with the Home Buyer's evidence, explains at length the reasons why estimated completion timeframes cannot be guaranteed and that the Consumer Code allows for this. That letter goes on to specifically highlight the Home Buyer's right to terminate the Contract and confirms that full cooperation would be given in that regard."

In relation to customer service/complaint handling and Section 5.1, the Home Builder states that it *"dealt thoroughly with the Home Buyer's complaint that was lodged in December 2021"* and that while it accepts that *"the initial email sent by the Home Buyer on 13 December 2021 was unfortunately not received due to an incorrect email address having been utilised"*, it states that *"when the Home Buyer enquired and resubmitted the complaint three days later, it was acknowledged the same day"*.

The Home Builder states further, in relation to *"an incorrect email address"* being used," that the email it used was the one provided by the customer on the reservation form.

Findings

The adjudicator found that the Home Builder breached Sections 3.2 and 5.1 of the Code.

Decision

The claim succeeded (in part) and the adjudicator awarded £165 for inconvenience caused and required an apology for the breaches identified.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits that the Property has suffered a number of snagging issues, faults and outstanding issues.

In relation to Section 4.1 of the Code, the Home Buyer states that the “*after-sales has been very poor*”, particularly in relation to the French Door and the area to the front of the property.

In relation to Section 5.1 of the Code, the Home Buyer submits that the complaint process “*has been very time-consuming and stressful*” and they have had to send numerous emails and make numerous telephone calls in an effort to try and resolve the issues. The Home Buyer submits further that the issues have caused them significant stress/inconvenience and financial loss and a lawnmower which was damaged by a large stone.

Defence

The Home Builder’s position is that it denies breaching the Code. Specifically, the Home Builder submits that in relation to the French Door, whilst it acknowledges that the repair failed, it states that it has now agreed to replace the door and this is “*currently in the process of being measured and manufactured.*” In relation to the decor cracking and flaking issues, the Home Builder states that “*all works that were identified at the time* [of the November 2022 visit] *were rectified on 13/01/23 in full*” and in relation to the garden turf, the Home Builder submits that it has been “*agreed the turf [will] be replaced*” and this “*is currently booked in with the homeowner*”. In relation to the fencing, the Home Builder submits that it has also agreed to replace the fencing.

The only listed item outstanding that is disputed is the chair/bench and the Home Builder submits that “*the seat in question was on the drawing no. [number] that the homeowner signed at reservation. The seat cannot be removed as it formed part of the planning consent with the Council*”.

The Home Builder states further that it made an offer of £500.00, in addition to agreeing the works (but for the seat/bench) “*as a means of a sorry for the delays*”, however, this offer was not accepted.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code for not dealing with the complains in a timely manner.

Decision

The claim succeeded (in part) and the adjudicator awarded £150 inconvenience and £96.97 towards the lawnmower repair.

Complaint

The Home Buyer says the Home Builder provided incorrect pre-purchase information; failed to refund the deposit promptly; and did not pay for the additional costs incurred when the Home Builder was unable to complete the purchase due to the Property not complying with the minimum living space regulations. In doing so the Home Buyer says that the Home Builder breached Clauses 2.1 and 3.4 of the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. After planning permission had been granted, the council forced the Home Builder to comply with the new minimum living space regulations, and therefore the change in sizing was out of the Home Builder's control. In addition to refunding the main deposit of £10,309.70, the Home Builder has agreed to cover the Home Buyer's legal costs of £1,440.00 and provide a £100.00 goodwill gesture.

Findings

The claim partially succeeds as the home builder failed to comply with the reservation agreement requirements by having a non-refundable agreement contrary to section 2.6 and further, failed to return the deposit in a time manner as required by section 3.4 of the Code.

Decision

The reasons given by the Home Buyer are sufficient to justify that the Home Builder pay £206.19 for the loss of the use of the deposit, the agreed £1,440.00 legal costs and the £100 goodwill gesture.

Complaint

The Home Buyer submits that the Property developed white calcium to the stonework at the front and rear elevations, known also as lime leaching/staining. The Home Buyer asserts that he has managed to remove some of the stains to easily accessible areas but the majority of stains require work in high access areas, which he cannot carry out himself.

Defence

The Home Builder submits that the external brickwork has developed the white substance, but that this is due to efflorescence, not lime leaching. The Home Builder adds that this is a natural occurrence which will fade over time and that it has offered to reinspect the property in 12 months; however, that it is not required to clean efflorescence from brick or stonework, as per NHBC standards.

Findings

The adjudicator found that for the purposes of assessing compliance with section 4.1 of the Code, the Home Builder has demonstrated that it met the requirements of the section by providing appropriate information to the Home Buyer on who to contact, including information on the warranty provider. The Home Buyer has also demonstrated that the service was accessible as it is evident that the communications made by the Home Buyer were responded and that the Home Builder engaged with the process.

While the dispute started earlier than the formal complaints process, the date of the complaint and the date of the response indicate that the Home Builder responded outside of the 30 calendar day time period stipulated in its complaints procedure. While the Code is not prescriptive on timeframes, it does require landlords to respond within 'an appropriate time'. While the delay was not excessive, the Home Buyer points out that this led into the winter months which made any works more complicated.

In its defence, the Home Builder avers that an inspection was not required due to the expert opinions of senior managers who carried out the investigation. While the knowledge and understanding of these issues held by the senior managers may be indisputable, where there are two possible issues with very similar visible symptoms, the Home Builder cannot reasonably conclude on what the staining was without an inspection.

As a result, the adjudicator found the Home Builder not to have dealt with the complaint within an appropriate time or to have provided a reasonable remedy to the complaint and therefore to be in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to apologise to the Home Buyer for the breach of section 5.1 and pay £250 for inconvenience.

Complaint

The Home Buyer says the Home Builder was in breach of the Code by failing to provide a legal completion date and not making him aware of delays in the build that would affect the completion date.

Defence

The Home Builders' position is that it has not breached any section of the Code. Throughout the reservation period, the Home Buyer was guided through the new build sales process and was given clear instructions, allowing him to make an informed decision. The Home Buyer was also made aware of an estimated build window, which does not guarantee a completion date.

However, the updated completion date is earlier than the extended completion, and the Home Buyer has been kept informed throughout. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The claim does not succeed as the adjudicator was satisfied that the Home Builder was kept informed of the completion date throughout.

Decision

The reasons given by the Home Buyer are insufficient to justify the Home Builder apologise, provide a plan for the completion of the property and pay £15,000.00 for the inconvenience and distress incurred.

Complaint

The Home Buyer submits that the Home Builder's contractor damaged the carpet to the landing and stairs when attending the Property to carry out work. The Home Buyer asserts that the Home Builder has not provided an accessible aftersales service and that it had put up barriers by declining to deal with the issue with its contractors. The Home Buyer adds that the Home Builder has not dealt with the complaint nor followed any complaints procedure.

Defence

The Home Builder submits that it attended the Property following reports of damage, in accordance with its complaints procedure. However, no further action was taken as no damage was visible.

Findings

The adjudicator found that the email correspondence submitted by the parties demonstrates that the Home Buyer was aware of who contact at the Home Builder and the responses demonstrate that the Home Builder was responsive, up to the point of the formal complaint. Therefore, I am persuaded that the Home Builder provided an accessible aftersales service and did comply with this section of the Code.

While the Home Builder gave a response which was final in its position, prior to the formal complaint, it has not demonstrated that it 'dealt with' the complaint through its complaints process. While the Home Builder's position may not have changed, before and after the complaint, the Code requires it demonstrate that it has a procedure and that it was followed in providing a reasonable remedy in an appropriate time. As a result, I find the Home Builder to be in breach of section 5.1 of the Code. I find on a balance of probabilities, that there was some minor marking present to the two areas depicted and that these marks were caused by the Home Builder's contractors following their visit. Consequently, I do not find that the Home Builder dealt with the Home Buyer's complaint, through the response provided.

Decision

The claim succeeded. In consideration of the breach, the adjudicator directed the Home Builder to apologise to the Home Buyer, pay £200 for the damage to the carpet and pay the sum of £250 for inconvenience.

Complaint

The Home Buyer submitted that he contacted the company in February 2020, as his front door was not locking properly and allowed draughts. Although he regularly contacted the Home Builder, the problem was not ultimately resolved until November 2022. In that time the Home Builder had twice attended the Property but brought the wrong door. He ultimately had to find the correct door himself and supply the information to the Home Builder. The Home Buyer sought compensation of £3,000.00 for inconvenience and increased heating bills.

Defence

The Home Builder submits that the Home Buyer made contact on 6 February 2020 to report a draught coming through his front door. The Home Builder's agents attended the Property on 18 February 2020, confirming that the front door was bowed. The Home Builder ordered a replacement door and frame, and were given a timescale of 8 weeks from early March 2020. The door was delivered in May 2020, but was discovered to be damaged, and a replacement was required. A replacement was ordered in February 2021, with a further timescale of 8 weeks. The door was delivered in April 2021, but was found to have incorrect hinges, and a further replacement was required. A replacement was ordered but was again damaged. The Home Buyer's front door was ultimately replaced in October 2022, having arrived in August 2022. The Home Builder apologises to the Home Buyer for any inconvenience caused by the delays, but denies that it has breached the Code.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code, by failing to "deal with" the customer's complaint within an "appropriate" time.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £500.00 to the Home Buyer for the inconvenience arising from the Home Builder's breach of the Code.

Complaint

The Home Buyer submits that they were marketed the Property - and proceeded to reserve the Property - on the basis that “Help to Buy” was available. Specifically, the Home Buyer submits that the Home Builder advised the Home Buyer that the “low cost” home qualified for Help to Buy and this was, expressly, confirmed in the Reservation Agreement.

Despite this - and despite the Home Buyer committing, financially, to the sale (by, for example, paying the Reservation Fee, the Options Fees, the Solicitors’ Fees and the Mortgage Broker fees), they were subsequently advised that the Property does not qualify for Help to Buy and as a result, the Home Buyer could not proceed with the purchase.

Consequently, the Home Buyer submits that they suffered financial loss and significant stress/inconvenience as a result. The Home Buyer submits further that they suffered illness and injury (including physical and mental injury) as a result and the Home Buyer details the increased cost of a mortgage (due to the rise in interest rates) as examples of the financial losses they sustained.

Defence

The Home Builder’s position is that it disputes the claim. Specifically, whilst the Home Builder acknowledges that Homes England has ruled that Help to Buy is not available for the Property, it submits that it marketed the Property in good faith on the basis that it received “an Authority to Proceed on this sale from Help to Buy [Homes England] on 18th February 2022”.

The Home Builder submits further that it was first made aware “of an issue regarding the eligibility of the plot on the Help to Buy scheme on 15th July 2022” and it “subsequently instructed an external legal team to challenge Homes England’s response, which was submitted on 5th August 2022.

The Home Builder states that the Home Buyer was kept updated in the interim and that despite offering an incentive package the Home Buyer was unable to find a mortgage lender who were willing to lend and that as a result, it had “no choice other than to cancel the reservation.

Whilst the Home Builder disputes that it breached a Section of the Code, it submits that it fully refunded the reservation fee and the Options Fee to the Home Buyer and invited the Home Buyer to send all related expense invoices so that these could also be refunded (albeit the Home Builder stated it had no obligation to do so).

Findings

The adjudicator found that the Home Builder breached Sections 1.5 and 2.1 of the Code.

Decision

The claim succeeded and the adjudicator awarded £399 for the refund of solicitor and broker fees and £500 inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5 and 3.1 of the Code and that the Home Builder has not “*provided what is advertised on the sales brochures*” and has “*breached the contract*” by not providing “*items that should be included in [the] agreed specification*”.

Specifically, the Home Buyer submits that they paid extra for kitchen wall tiling and an outside tap as options, however, according to the brochure, these items should have been included as “*standard*”.

The Home Buyer further comments that USB charging points are missing from some of the room sockets (e.g. the Dining Room, the Lounge and the Study) and that a “*chrome effect bell switch and...sunder*” was included with the agreed specification, however, none was provided. The Home Buyer comments further that the shaver socket placement is incorrect and has not left sufficient room to “*fit a mirror over the sink*”.

The Home Buyer states further that the issues have caused them inconvenience and “*embarrassment caused by visitors asking questions why some of the things are not included in [the] home while others have [them]*”.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder submits that “*the Sales Material provided is clear*” and that it “*has a disclaimer clearly stating at the bottom that: ‘Please note that as of the 1st July 2020 the specification, floorplans and shown dimensions of some of our homes have changed. For further information please speak to our development sales executive’....‘These particulars should be treated as general guidance only and should not be relied upon as statements of fact. We operate a policy of continuous product improvement’*”.

The Home Builder comments that its sales literature confirmed that “*photography is indicative only*” and that the “*amendments tab*” to “*Specification Version 12*” lists the disputed items, including, for example, “*Doorbells removed from all homes...At least 1 socket per floor to incorporate USB...External tap removed from Bronze and Silver Specification houses*”.

The Home Builder comments further that the Home Buyer signed the “*customer plot / site information*” also that the Home Buyer “*also duly signed and acknowledged Customer Plot Information, Part One, that they have understood the specification in the brochure which highlights key elements of the finishing schedule*” and that whilst the Home Buyer did pay extra for the tiling and outside tap, “*these items were not covered in 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

The Home Buyers submitted that damage to the front door was notified to the Home Builder on 21 March 2022, but had still not been rectified. Damage to the threshold strip was noted the same day, with a defect report submitted on 23 April 2022, but had still not been resolved. Missing landscaping at the top of the drive was noted the same day, with a defect report submitted on 23 April 2022, but had still not been resolved. An obstacle preventing the water stop tap being turned was identified the same day, with a defect report submitted 25 July 2022, but had still not been resolved.

The Home Buyer requested that the Home Builder provide a definite timescale for rectifying the specified issues.

Defence

The Home Builder submits that addressing the door and the threshold strip had been delayed while a larger claim was pursued against the door manufacturer. No definite replacement date could yet be provided. Work on the third issue had been commenced, but had been delayed due to inclement weather, and would be resumed when the weather improved. The fourth issue had not previously been reported, but a subcontractor would be sent.

Findings

The adjudicator found that the Home Builder had breached Section 5.1 of the Code by failing to “dealt with” the Home Buyers’ complaints within “an appropriate time”.

Decision

The claim succeeded. The adjudicator directed the Home Builder to resolve the four issues raised by the Home Buyers in the Application, with all work to be completed within four weeks of the date of the Final Decision in this case.

Complaint

The Home Buyer says the Home Builder breached the Code as the garden size and the location of the fence are different from the pre-purchase information. Furthermore, the Home Builder has not explained why the fence was located incorrectly or how they are going to solve the problem.

Defence

The Home Builder position is that it has carried out an inspection of the fence line and has established that there is an alteration required to the right boundary fence. The Home Builder has spoken with the Home Buyer and the neighbour with whom they share the fence for permission to carry out an alteration of the fence. The neighbour has denied the Home Builder permission to alter the fence and currently the Home Builder's legal team is liaising with both parties' solicitors to check the registered boundaries.

Findings

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder move and re-install the right boundary fence and correct the garden size so as to correspondence to the site plan

Decision

The claim does not succeed

Complaint

The Home Buyer says the Home Builder breached the Code by was in breach of the Code as the design drawings shown at the reservation stage did not accurately represent the drainage that has been constructed within the Plot, and in doing so, the Home Builder has breached Clauses 2.6 of the Consumer Code for Home Builders

Defence

The Home Builder says that it has not breached any section of the Code. The dispute falls within the NHBC's resolution scheme for defects or damage, and the Home Builder has agreed to undertake to install drainage in accordance with NHBC standards. Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders.

Findings

Whilst the adjudicator found the Home Builder had breached Clause 1.5 of the Consumer Code for Home Builders, they found that the Home Builder had offered to undertake works to ensure all the pipework is satisfactorily finished and the NHBC technical requirements are met, but was ultimately prevented from doing so by the Home Buyer

Decision

The reasons given by the Home Buyer are not sufficient to justify that the Home Builder be directed to pay £13,178.56 for the Home Buyer's contractor to install drainage in accordance with NHBC standards for its failure to comply with Clause 1.5 of the Code and the Home Builder should have been afforded the opportunity by the Home Buyer to put the matter right.

Complaint

The Home Buyer complained that following a first application in which he succeeded in establishing that land around an area of land should be fenced and that he should be given compensation, he argues has not been adequately compensated for the inconvenience of dealing with the Home Builder and has not been compensated either for a change in the size and shape of the land. This was not addressed in the first adjudication. He says that the land is different from a plan that he was shown pre-purchase.

Defence

The Home Builder says that the plan in question was not shown at the time of reservation as it is not listed in the reservation agreement and would have been a document submitted to the Council for the purpose of obtaining approval for the treatment of the boundaries between the development and a public open space. Correct boundaries were shown via solicitors pre-purchase.

Findings

The adjudicator found that as the document is not referred to in the reservation agreement it is likely that the plan was not shown to the Home Buyer or not shown to him for any formal purpose. As the transfer plan formed part of the agreement for sale and was provided to the Home Buyer's solicitor before contracts were signed, sufficient pre-purchase information had been given. The Home Builder was not in breach of the Code. Moreover, even if there had been a breach of the Code, it would not have been fair and reasonable to award compensation as there had already one decision regarding this land.

Decision

The claim did not succeed

Complaint

The Home Buyer submits that the Home Builder provided site plans which showed the Southern boundary away from the Southern wall of the Property and “*said nothing*”/did not disclose its “*re-planning where [it was] proposing to sneak in an extra plot*”.

The Home Buyer submits further that the site layout plans were provided “*at the reservation meeting and the reservation check list meeting*” and the “*same site plans*” were provided to the Home Buyer’s solicitors and contracts were exchanged in June 2021. The Home Buyer comments further that the Southern boundary fence was placed 137cm south of the South wall and “*was still there on the home demonstration date [4 November 2021]*”, however, “*13 days before completion*”, on 8 December 2021, “*the fence was moved*” approximately “*145cm northwards*”.

As a result, the Home Buyer states that the size of the plot has been “*reduced substantially*” and that the difference in size of the plot is likely to make “*a large difference*” to its value. The Home Buyer makes further specific allegations in relation to breaches of the Code.

The Home Buyer requests that the Home Builder provide an apology, take a practical action: specifically to “*remove a fence illegally moved/positioned on land legally conveyed...and put it back to the legally contracted position*” and pay the Home Buyer £15,000.00 as compensation.

Defence

The Home Builder disputes the alleged breaches of the Code. In summary, however, the Home Builder states that the Home Buyer “*has received the plot and property that he reserved and contracted to purchase*” and that “*nothing changed between reservation and legal completion*”.

Whilst the Home Builder acknowledges “*one error on the Home Builder’s part when the Legal Team dealt with the Home Buyer’s post-completion complaint about the boundary, by referring to the site having been “re-planned in January 2021”*”, it submits that this was due to a “*misunderstanding on the part of Group Legal when assisting Customer Services with the complaint*” and the “*site was in fact re-planned late in 2019, all submissions were sent to the Local Authority Planning in 2020*” and it “*was only the approval that was dated January 2021, by which time all the site and other drawings had long been updated in readiness for releasing the next phase of plots for sale. It can be seen on the Planning Portal that the amended site plans were submitted to the Local Authority in June 2020. This is the same layout that was contained in the plans shown to and discussed with the Home Buyer during the reservation process*”.

In summary, the Home Builder states that it believes “*this dispute arose because the Home Buyer attended the construction site when the boundary was in the wrong place. The error was rectified shortly after and by the time the Home Buyer visited the site again, the boundary had been relocated to the correct position*”. The Home Builder comments further that “*there*

is only an obligation to notify a Home Buyer of changes to information that occurs between exchange of Contracts and legal completion” and that its “policy is to inform of any change occurring after Reservation.”

The Home Builder submits further that the *“Reservation paperwork discussed with the Home Buyer and the Contract documents provided to his solicitor were extremely clear in the depiction of the extent of the property being sold and the boundary location”*

Findings

The adjudicator found that the Home Builder breached Sections 1.5 and 2.1 as the sales and marketing material was not “*clear*” and that some of the brochures/plans provided to the Home Buyer were not reliable, contrary to the requirements of Section 2.1. The adjudicator also found that Section 5.1 of the Code had been breached due to the duration of the complaint and the absence of a resolution along with the fact that the Home Builder did not always provide a proposed timescale for the resolution of the complaints.

Decision

The claim succeeded (in part) and the adjudicator awarded £350 for inconvenience and an apology.

Complaint

The Home Buyer submits that no gas safety installation evidence or certificates were provided on the day of completion and “no appliances were unwrapped fully or tested before handover”. The Home Buyer states further that the Home Builder’s “recommended Solicitor did not provide the necessary documentation or certificates for NHBC insurance Cover” and that they have “no confidence these solicitors followed professional standards during this buying process”.

The Home Buyer submits that the Home Builder breached its own complaint handling policy and they reiterate that necessary documentation was not provided on the day of completion.

The Home Buyer states further that the Home Builder was presented with a snagging list (compiled by a professional snagging company and detailing around 200 issues) within seven days of completion they encountered delay and poor after-sales care. The Home Buyer states further that a “wired in” alarm system was detailed in the Property’s specification, however, the Home Builder installed a wireless alarm system instead

In relation to the garden, the Home Buyer submits that “the Turf which [they] had paid £1,800 extra for was for the most part dead or dying” and that whilst there was an “attempt to replace the worst bits”, the turf remains “no better than a patchwork quilt”. The Home Buyer states further that it was “agreed [that the turf] had been incorrectly laid onto compacted heavy clay soil and builders waste material with no preparation of sand/topsoil” and as the Home Builder “could provide no solution, an independent landscaper said if the money was refunded he would provide a different solution for the same price”.

The Home Buyer states further that “Completion Timing was of the essence when discussed at the time of deposit payment”, however, the Home Builder provided “late notification of delayed Completion for beginning of August rather than late June”. The Home Buyer states further that the “delayed completion and subsequent multiple snagging issues forced extended rental agreement from August completion until November move in”.

Defence

The Home Builder disputes the claim and submits that it did not breach a section of the Code. Specifically, in relation to testing and certificates, the Home Builder submits that “certificates were provided in the handover pack on completion” and that the “Home Demonstration Manual Checklist was signed by the Home Owner to confirm manuals have been received” and the “certificate confirms the fire was checked, tested and signed off prior to completion.” The Home Builder states further that “all appliances were tested for CML and to ensure all are in good working order” and that the “installation report is attached (Appendix 4) which is for our records and not issued to the Home Owner.”

In relation to the completion date, the Home Builder states that the “anticipated completion date was confirmed in writing for the end of June 2022” and upon “Exchange of Contracts, the

anticipated completion date was June 2022 with a long stop date of September 2022 which was confirmed via Solicitors". The Home Builder comments further that legal completion took place on 5 August 2022.

The Home Builder comments further that none of the snagging items raised by the Home Owner or by the professional snagging company would render the property uninhabitable and that the Home Buyer was "already tied in to a rental agreement which they were unable to end until November 2022 confirmed in an email". The Home Builder comments further that it provided regular updates and that "many of the snagging items raised on the professional snag list were completed prior to the Home Owner officially moving in to the property on their chosen date of 19th November 2022". Whilst the Home Builder accepts that there was a delay in resolving some of the snagging items, "due to the increased demand [and] limited supply of materials/labour, delays are to be expected."

In relation to the garden turf, the Home Builder submits that it instructed a third-party to carry out a "full assessment" in December 2022 and whilst the Home Builder acknowledges that there was a delay of around 2 months receiving the report, the report and recommendations were sent to the Home Buyer in February 2022. Whilst the Home Builder acknowledges further that the Home Buyer responded to the report, it states that "to date, [it has] not been provided with any reports or quotes from the Home Owners Independent Landscaper to confirm as stated "if the money was refunded, they would provide a solution for the same price"".

In relation to the alarm system, the Home Builder states that it installed a wireless alarm system at the Property, at no additional costs, which, it submits, was an "upgraded product". The Home Builder states further that the contract of sale allows it to "vary" parts of the construction and materials used insofar as the changes do not make the Property "substantially different".

Findings

The adjudicator found that the Home Builder breached sections 4.1 due to the long standing issue in relation to the turf which had not been resolved and 5.1 due to the manner in which the complaints had been handled.

Decision

The claim succeeded (in part) and the adjudicator awarded costs of £1,865 for works to the garden/turf and £150 for inconvenience.

Complaint

- After purchase, the Home Buyer identified safety concerns in the main bathroom.
- The Home Buyer says a heated towel rail is too close to the toilet bowl and there is a risk of a user being burnt.
- The Home Buyer says a wash-hand basin is too close to the toilet bowl giving a risk of injury.
- The Home Buyer believes, after to speaking with neighbours experiencing the same issues, that he has not received equal treatment from the Home Builder.
- The Home Buyer says that the Home Builder closed his complaint without taking action.
- The Home Buyer has escalated the dispute to CCHB and requests that the Home Builder be directed to relocate both the heated towel rail and wash hand basin, give him an explanation as to why he has been treated differently to other owners, and issue an apology.

Defence

- The Home Builder says that it has not treated the Home Buyer in a different manner to all its other purchasers.
- The Home Builder is satisfied that the bathroom is in compliance with the information given to the Home Buyer at the point of sale, and therefore the positioning of the towel rail and wash hand basin are not defects.
- The Home Builder notes that the applicable drawings do not show any exact location for the towel rail.
- The Home Builder states that it has an effective after sales service and a functioning complaint handling process, and both were made known to the Home Buyer and it notes he has made use of both services.
- The Home Builder denies being in breach of the Code.

Findings

The adjudicator is not persuaded that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of sections of the Code as alleged. The adjudicator took note that neither the *Home Demonstration Checklist* nor the *Customer Care 48 Hour Remedial Sheet*, indicated any problems with the location of the bathroom units. The adjudicator also noted that the Home Buyer did not complain of the problems until twenty-one months after taking occupation. The adjudicator did not find that the evidence supported that the Home Buyer had been treated differently to other purchasers, and found that the evidence supplied by the Home Buyer does not establish that his bathroom was not constructed according to the specifications that he understood from the sales literature.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 2.1 and 4.1 of the Code. Specifically, the Home Buyer submits that before purchasing the Property, they asked the sales team whether the worktops provided as standard were “*suitable for use within a family environment*” and that they were assured that the worktops were appropriate and no option choice/upgrade was required. Despite this, however, the Home Buyer submits that since moving into the Property, they have had “*ongoing issues with [the] worktops failing*”.

Whilst the Home Buyer acknowledges that when they first placed the failing worktop joints on the snagging list, the appointed contractors assessed the damage “*quickly*”, the Home Buyer submits further that thereafter the “*aftercare and response times from [the Home Builder] to arrange the repair and fitment of the replacement worktops has been unacceptable*”. The Home Buyer comments that they are “*currently on [their] fourth replacement worktops*” and that all have failed “*with the same failure*” and within a similar time-frame.

Defence

The Home Builder’s position is that it denies breaching the Code. Specifically, whilst the Home Builder acknowledges the issue, it submits that “*NHBC’s finding only recommended the [Home Builder] carry out a repair or replace the existing worktop*” and that the worktops “*were, and remain, suitable and fit for purpose.*”

In relation to Section 2.1 of the Code, the Home Builder states that the worktops the Home Buyer chose are standard worktops, however, the Home Buyer “*had access to [portal] where he was able to choose finishing touches including the section of a kitchen worktop, a breakdown of the material of the worktop was provided and the cost*”. The Home Builder comments further that “*upon receiving a third report of an issue*”, the worktops were replaced and taken away for inspection and whilst the Home Buyer, “*wanted an alternative worktop*”, it was “*only prepared to offer a like for like replacement*”. The Home Builder comments further that “*it was a possibility that water was being left at the joints causing them to burst*” and as such, “*an inspection was required to determine the cause as the issue was an isolated incident for the type of worktop at the Property*”, however, the Home Buyer “*refused access and the inspection was unable to take place*”.

The Home Builder submits further that it did not breach Section 4.1 of the Code and the Home Buyer “*confirmed access to the Respondent’s After-Sales Service together and was in receipt of all the relevant documentation. Further, the [the Home Buyer] had knowledge of the...After-Sale Service and had successfully achieved numerous resolutions through the Service representing that the [Home Buyer] knew who to contact and the relevant service the After-Sale Service could provide to him*”.

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 submits that as part of the planning conditions of the development, renewable energy measures were provided to some properties on site. The Home Buyer accepts that in the case of his Property, photovoltaic solar panels were fitted. However, the panels were fitted to the northerly aspect which rendered them ineffective due to the insufficient sunlight in this area. The Home Buyer adds that other properties have panels facing other directions, which is contrary to the Home Builder's argument in relation to persevering "street scenes". The Home Buyer requested that the panels be moved so they can be used as intended.

Defence

The Home Builder submits:

1. That it received planning permission on the basis that a 15% reduction in energy demand was met across the development.
2. The obligation was met through the installation of PV solar panels.
3. When determining the position of the panels, the expert appointed by the Home Builder gave consideration to the Home Builder's policy that, where possible, panels should be positioned to the rear of the property.
4. The distribution of the 15% reduction was not specified in the planning permission and the expert confirmed the reduction and planning permission was granted.
5. The Home Buyer reserved the Property in October 2021 and would have seen the positioning of the panels when viewing the Property.
6. On 4 November 2022, the Home Buyer requested an explanation on the positioning of the panels.
7. The matter was escalated to the complaints handling department on 16 November 2022, then to the technical director on 25 November 2022 who attended the Property on 2 December 2022.
8. The technical director proposed that it would grant permission for the Home Builder to move the panels to the south facing side of the property.
9. The Home Buyer rejected the proposal.
10. The panels are effective on the northerly aspect and were only fitted to comply with planning permission requirements.

Findings

The adjudicator found that while the issue of the panels was in dispute after completion, the requirement under this section of the Code is to provide an accessible after sales service. While the issue remained in dispute after the contact between the parties, the Home Builder has demonstrated that it did provide an after sales service and that this service, was made accessible to the Home Buyer. Therefore, in consideration of the pertinent requirements under this section of the Code, the adjudicator did not find the Home Builder to have breached section 4.1.

While it is reasonable to conclude that the positioning of the panel is not best placed to work efficiently and while this is clearly frustrating, the Home Builder is not obliged to move them based solely on this fact. Therefore, while the remedy proposed by the Home Builder was not accepted, it was an appropriate remedy in the circumstances and it was provided within an appropriate timeframe. Consequently, I do not find the Home Builder to be in breach of section 5.1 of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits:

- a) that he viewed a show home which had a number of differences with the Home that was built which were not communicated during the process; namely:
 - i. There was boxing above the cupboards in the kitchen and utility room in the show home, but not in the Home.
 - ii. A mini sink was fitted to the downstairs toilet, with a regular size sink fitted to the show home.
 - iii. There was a “full door surround” to the downstairs toilet in the show home; however, the room dimensions in the Home were different so the door surround had been cut short.
 - iv. The kitchen supplier was changed, with limited information provided and a four burner hob supplied when a five burner was paid for.
 - v. An property on an different site had single garage doors, as did a neighboring property. However, he said he was informed that he could not have one due to planning restrictions.
- b) That completion did not take place until the end of April 2021 when mid-February was advised.
- c) There is no after sales service. The Home Builder initially apologised and attempted to resolve defects but then ignored the Home Buyer.
- d) There is no complaints procedure. The Home Builder referred the Home Buyer to the Code for resolution.
- e) There are a large number of unresolved defects at the Property.

Defence

The Home Builder has not submitted a defence or commented on the Application; however, it is aware of the Application and this process. The Rules of this Scheme permit the adjudicator to address the claims in the absence of a defence.

Findings

The adjudicator found that where the home builder had failed to follow a working drawing or implement something which was promised, this constituted a breach of the code. It was not sufficient to rely on the show home alone. The Home Builder was found to be in breach of section 3.2 for the delays to completion. A breach of 5.1 was found due to a lack of provision of a complaints process.

Decision

The claim succeeded. The Home Builder is to:

1. Replace the hob with a suitable five burner alternative. This must not be of a lower quality and the cost of which must be proportionate to the burner provided. The extractor hood must also be compatible with the new hob.
2. Replace the bathroom sink and door surround, so that they are reflected accurately by the drawing provided.
3. Explain what it said to the Home Buyer prior to completion in relation to the garage door, kitchen units and door casing. It must expand on the explanation in relation to the garage and say why it told the Home Buyer what it did.
4. Apologise for the breach of sections 2.1, 3.2, 5.1 and 1.1 of the Code.

Complaint

The Home Buyer claims that the Home Builder was in breach of Clauses 5.1 and 5.2 of the Code by failing to provide good customer service when dealing with a complaint concerning the tarmac outside front of the Property. The Home Buyer is seeking the Home Builder to retarmac the outside front of the Property.

Defence

The Home Builder submits that it has not breached any section of the Code. The Home Builder's contractor has inspected the tarmac and is of the view that the damage caused is due to "*dry- steering*" when the Home Buyer has been parking her car.

Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issue within a reasonable period. Accordingly, the Home Builder does not consider any breach and that it has complied with the Consumer Code for Home Builders.

Findings

The adjudicator found that outstanding works and alleged defective works such as the degraded tarmac do not fall within the scope of the Code and they were unable to make any determination on the Home Builders' liability for such. However, the adjudicator could determine whether the Home Builder breached the Code by providing poor customer service and after-sales service when dealing with this complaint.

Clause 5.1 of the Code requires the Home Buyer's issues to be promptly addressed within a reasonable time, and such timescales can vary and depend upon the nature of the issues raised and the work involved. The adjudicator found the evidence showed that the Home Builder was in dialogue with the Home Buyer throughout the dispute and was persuaded that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the defects with the tarmac. The Home Buyer's issues had been and continued to be addressed by the Home Builder and as such, the adjudicator found the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

Further the adjudicator was satisfied that the Home Builder had cooperated with any professional trades as necessary to resolve any valid issues, and that there was no breach of section 5.2.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the Property sustained a leak the day after moving in. The Home Buyer asserts that the leak was due to “poor plumbing” and a loose connection under the kitchen sink, causing significant damage to the Property and his possessions. The Home Buyer claims that the Home Builder has breached section 4.1 of the Code due to the delay in receiving a response to the reports of the issue. Additionally, that there has been a breach of section 5.1 as the Home Builder has suggested that the leak was due to the Home Buyer not isolating an outdoor tap and has therefore delayed in resolving the resultant damage.

Defence

The Home Builder submits that it was notified of the leak by the Home Buyer on 15 December 2022 and attended immediately to isolate the leak “which appeared to have come from the Home Buyer’s failure to isolate the external tap in extreme cold”. The Home Builder adds that the responders helped the Home Buyer move possessions to the first floor and “were on hand as required”. The Home Builder states that its customer care manager met the Home Buyer on 20 December 2022 and arranged for the flooring to be replaced. Additionally, new wardrobes, turf and slabs were offered as goodwill gestures.

Findings

While it is evident that the Home Builder did engage with the Home Buyer in person, during this period, the Home Buyer clearly had questions he needed answering. The delay in providing the response does indicate a lack of accessibility of the service. The Home Builder cannot comply with the Code while being selective with regards to the nature of the interactions it has with the Home Buyer, nor can it be selective with which parts of the issues raised it engages with. I therefore find the Home Builder to be in breach of section 4.1 of the Code. While the parties have engaged since the report of the leak, the time period that has passed has not seen the raising of a formal complaint by the Home Buyer. Therefore while the parties have disputed the cause of the issue the communication has, to the point of the Application, been prior to the internal complaints process. Therefore, I do not find the Home Builder to be in breach of section 5.1 of the Code, in relation to its complaints process.

Decision

The claim succeeded. The Home Builder was directed to apologise to the Home Buyer and pay £300 for inconvenience, as a result for breach of 4.1 of the Code.

Complaint

- The Home Builder excavated on adjacent land and the Home Buyer became concerned and retained both a solicitor and structural engineer to evaluate the impact on her property.
- The Home Buyer understood at the time of reservation that the property would have a garage included but she has only been provided with a carport.
- The Home Buyer says that the Home Builder has failed to rectify all defects included on her snagging list.
- The Home Buyer is also dissatisfied with the Home Builder's pre-purchase information and after-sales service and believes it is in breach of Sections 2.1 and 4.1 of the Code.

Defence

- The Home Builder states that the excavation works were fully designed by engineers and completed in compliance with the approved design.
- The Home Buyer was aware before completion of the purchase that her property would have a carport and not a garage.
- The Home Builder says, in respect of the snagging list, that it confirms that the four major items of concern have been examined, and three number will be actioned with one item left in its current state as requested by the Home Buyer.
- The Home Builder denies to pay the compensation requested.

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 the sections of the Code as alleged. The adjudicator found that the evidence shows that the Home Buyer decided to retain a solicitor and structural engineer without any prior agreement from the Home Builder to refund the costs thereof. The adjudicator also found that the evidence does not establish that the Home Buyer at the point of sale reasonably understood that a garage would be provided as part of her property purchase. The adjudicator did not find that the Home Builder had breached Sections of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer submitted that heavy machinery used the driveway shortly after it was completed. Completion of the driveway was rushed and it was not done to an appropriate standard. The driveway was functional, but visually unacceptable. Grit from the driveway had spread throughout the Property, including inside the house and cars. The Home Builder initially responded to his complaints, but failed to provide an adequate resolution, despite the Home Builder's agents agreeing that the driveway was not as it should be. He had experienced substantial inconvenience and distress addressing his complaint to the Home Builder. He argued that the Home Builder had breached Section 5.1 of the Code.

The Home Buyer sought compensation of £15,000.00.

Defence

The Home Builder submitted that it had repeatedly addressed the Home Buyer's complaint since it was first raised, attending the Property several times to complete remedial work. However, the customer was insistent on receiving a completely new driveway. The NHBC had concluded that no further work was required. Gaps and loose gravel between the bricks were part of the design, to facilitate drainage.

Findings

The adjudicator found that there was insufficient evidence to justify a conclusion that the Home Builder could not reasonably have concluded in good faith that it was not obligated to undertake the additional work requested by the Home Buyer. As a result, it could not be found to have breached Section 5.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyers submitted that an incorrect hob was installed in the Property. An incorrect oven/microwave configuration had also been installed, but the Home Builder fixed this. The brochure they had been given specified that an induction hob would be provided, but a ceramic hob was installed. Other errors were also made with the options form. The Home Builder says that the specification for the Property had changed, but this was never communicated to them, and other properties in the development completed after the Property have had induction hobs installed as standard. The understairs cupboard was installed over a month after completion. They had experienced poor customer service. They argued that the Home Builder had breached Sections 1.5, 2.1 and 3.2 of the Code.

The Home Buyer requested that the Home Builder apologise; replace the ceramic hob with an induction hob or pay the cost of an induction hob or refund the cost of induction pots and pans purchased; and refund the cost of the bespoke cupboard

Defence

The Home Builder submitted that the Home Buyers were notified by email that the under-stair unit would not be installed prior to completion, but they did not wish to delay completion. It was installed shortly after completion, earlier than stated by the Home Buyers. Extra shelving and a hanging rail were added to the unit at no extra cost as a gesture of goodwill. The Home Buyers selected their options at a meeting on 22 May 2022. The brochure submitted by the Home Buyers alongside their claim were out of date and differed from the correct brochure with respect to kitchen choices. Supporting evidence supplied by the Home Buyers related to a different property.

The Home Builder denied providing poor customer service. The Home Builder denied breaching the Code.

Findings

The adjudicator found that the Home Builder breached Section 1.5 of the Code through avoidable ambiguity in its sales activity, and Section 2.1 of the Code by failing to notify the Home Buyers that the specification for the hob in the kitchen had changed.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £277.75 as the cost of induction cookware that was no longer required due to the change in specification of the hob.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not rectify defects at the Property to a satisfactory standard and it rectified only one minor defect.

Defence

The Home Builder submitted that it carried out remedial works to some brickwork that were substandard. An LABC Surveyor and the brickwork manufacturer investigated the brickwork and no issues were found.

Findings

The Adjudicator found that the Home Buyer's complaint about the brickwork concerned alleged poor workmanship, snags and defects at the Property, which fall outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the accessibility of the Home Builder's after-sales service and the manner in which the Home Builder dealt with the Home Buyer's complaint.

The correspondence between the parties indicated that the Home Buyer was able to access the Home Builder's after-sales service, having reported issues after the sale of the Property which the Home Builder acknowledged and addressed satisfactorily. The correspondence showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaint, including arranging the relevant manufacturers to investigate the issues reported, arranging contractors to rectify issues that were found, and engaging in a reasonable level of correspondence with the Home Buyer.

There was no breach of Code Sections 4.1 and 5.1 found on the evidence.

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 breached Code Sections 4.1 and 5.1, because it did complete works it promised it would carry out at the Property, extras he paid for were not installed properly, the slanted driveway at the Property has caused three members of his family to hurt themselves, and it did not deal with his complaint properly.

Defence

The Home Builder submitted that it provided the Home Buyer with comprehensive after-sales information at the Reservation stage. In relation to Code Section 5.1, snags fall outside the remit of the Code. It engaged in extensive correspondence with the Home Buyer, and it was attentive to the Home Buyer's complaints and queries. The bulk of the Home Buyer's complaint relates to defects at the Property and it has rectified all legitimate defects.

Findings

The Adjudicator found that the Home Buyer had complained about snags at the Property. Complaints about snags fall outside the scope of the Scheme and could not be adjudicated upon. Complaints about personal injury also fall outside the scope of the Scheme and could not be adjudicated upon. The evidence did not show that the Home Builder's after-sales service was inaccessible. The correspondence between the parties indicated that the Home Buyer was able to access the Home Builder's after-sales service, having reported issues after the sale of the Property which the Home Builder acknowledged and addressed satisfactorily.

The correspondence showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaints, including arranging for remedial works to be carried out, engaging in a reasonable level of correspondence with the Home Buyer, and setting out its responses to his complaints with sufficient detail and clarity to enable the Home Buyer understand its position in relation to the issues. On this basis, there was no breach of Code Sections 4.1 and 5.1

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 breached Code Sections 4.1 and 5.1 because it poorly installed [specialist] flooring at the Property and it did not properly investigate her complaint about this issue.

Defence

The Home Builder submitted that it had carried out remedial works to the floor to address the Home Buyer's concerns. The flooring concerns were investigated by LABC who concluded that there was no issue with the floor and the floor was within the LABC tolerances.

It responded to all the Home Buyer's correspondence and complaints, and it considered the evidence she provided it with. An investigation carried out by [specialist] flooring did not find any issues, and following the [specialist] investigation, it arranged for a contractor to make good the relevant areas.

Findings

The Adjudicator found that the Home Buyer's complaint that the [specialist] flooring was installed properly concerned alleged poor workmanship, snags and defects at the Property, which fall outside the scope of the Scheme and could not be adjudicated upon.

The correspondence between the parties indicated that the Home Buyer had the necessary information of who to contact at the Home Builder after the sale of the Property, and the evidence did not indicate a failing in respect of the provision of contact and guarantees/warranties information.

There was no breach of Code Section 4.1 found on the evidence.

The Home Builder dealt with the Home Buyer's complaint in a reasonable manner and there was no breach of Code Section 5.1 on the evidence.

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 submitted that he visited the development on 11 March 2022. On 17 March 2022 he paid a reservation fee of £1,000.00 to reserve the Property. On 18 March 2022, the Home Builder confirmed that the reservation fee had been received. On 21 March 2022, the Home Buyer's solicitor received substantial documentation from the Home Builder, including a Reservation Form backdated to 15 March 2022 and stating that the Home Builder could retain the entire reservation fee if a contract to purchase the Property was not concluded.

He did not sign this form. He decided to proceed with purchasing the Property, but was told by the Home Builder that it had now been reserved by another party. The Home Builder has refused to return the reservation fee and had stopped responding. He argued that the Home Builder has breached Sections 1.3, 1.4, 2.1, 2.3, 2.6, 3.4 and 5.1 of the Code.

The Home Buyer sought the return of the £1,000.00 reservation fee.

Defence

The Home Builder chose not to submit a Defence.

Findings

The adjudicator found that the Home Builder breached the Code by failing to provide a reservation agreement guaranteeing the reimbursement of the reservation fee, less acceptable deductions, if the reservation agreement was cancelled in breach of section 2.6 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay the customer a refund of the reservation fee of £1,000.00.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1 because during the sales process, it informed him that it would be possible to install a tumble dryer in the utility area, but he subsequently discovered that it was not possible. The Home Builder also breached Code Section 4.1 because its after sales communication with him was poor.

Defence

The Home Builder submitted that it had already started works to enable the space to be used for a tumble dryer.

Findings

The Adjudicator found that the evidence did not show that the Home builder's after sales service was inaccessible and there was no breach of code section 4.1 on the evidence.

However, the Home Builder breached Code Section 2.1 because the information the Home Builder provided the Home Buyer about the option of installing a dryer in the utility area was not reliable and was therefore insufficient.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to make reasonable endeavours to ensure that a dryer can be installed in the utility area, in accordance with the representation it made to the Home Buyer.

Complaint

The Home Buyer submits that upon carrying out some cleaning, they noticed that a front window and window frame were damaged. The Home Buyer submits that they believe that the damage was either pre-existing and missed on inspection (as there were numerous other snagging issues to consider) or that the damage has been caused by passing lorries/wagons owned by the Home Builder. The Home Buyer comments further that the road outside is unfinished and as a result, when lorries/wagons pass, it leaves the Property “vulnerable to flying debris”.

The Home Buyer states further that they reported the damage on the day they noticed it, however, the Home Builder has not taken responsibility for the damage. The Home Buyer comments further that numerous snagging issues were present upon moving in to the Property and that they have encountered difficulty getting the issues rectified due to a “non-existent” after-sales experience and poor customer service/complaint handling.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder disputes that it caused the damage to the window and it further disputes that it is responsible for its repair.

The Home Builder comments further that it advised the Home Buyer “upon Legal Completion that all cosmetic snagging items need to be reported to the CRM in writing within the first 7 days and that any cosmetic damages raised out of this period would not be accepted”. Consequently, the Home Builder comments further that it “does not accept responsibility for the scratched windowpane and damaged window frame, as this was first reported to the Home Builder out of this 7 day period on 21st September 2021”.

In relation to general after-sales care and Section 4.1 of the Code, the Home Builder submits that “snagging items raised by the [the Home Buyer] were acknowledged and attended to within a timely manner” and that it does not accept that breached Section 5.1 of the Code relating to complaint handling as the Home Buyer “has never submitted a formal complaint with the Home Builder, therefore [it] cannot be held in breach of this”.

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 stated that the Home Builder breached Code Section 5.1 because it did not address his complaint about outstanding works at the Property and his complaint that extras/modifications agreed with the Home Builder were not installed at the Property.

Defence

The Home Builder submitted that it had resolved the snagging issues the Home Buyer complained about and it had informed the Home Buyer to refer defects to the warranty provider.

Findings

The Adjudicator found that the claims concerning snags and defects fell outside the scope of the Scheme and could not be adjudicated upon. While the Adjudicator could not direct the Home Builder to carry out snagging works or pay the Home Buyer compensation in respect of snagging works, the Home Builder breached Code Section 5.1 because it did not respond to the Home Buyer's complaints that plumbing works at the Property were outstanding and extras/modifications agreed had not been installed.

Decision

The claim succeeded in part, and the Adjudicator directed the Home Builder to investigate the Home Buyer's unresolved complaints and provide the Home Buyer with a response detailing the outcome of its investigation.

Complaint

The Home Buyer submits that:

- a. The Home Builder removed a planting strip from the side of the driveway without consulting them first.
- b. Steps were added to the garden due to the levels being out.
- c. The 'personnel door' was set into place without consultation.
- d. The stairs were not safe.
- e. There was a crack in the shower tray and the enamel was coming away in the bath.
- f. There was missing sealant to the bath and shower.
- g. There was mould present to various areas, which a cleaner has not prevented from coming back.
- h. Numerous other snags have not been completed

Defence

The Home Builder submits that:

- i. It provided the Home Buyer with information around the planting strip.
- j. The garden has been "constructed in line with the approved scheme and building regulations" and the drawings for the Property.
- k. The personnel door was provided as an extra along with the steps to accommodate the difference in levels between the driveway and rear garden.
- l. "The top of string has been removed and carpet replaced" in December 2022.
- m. The defects relating to the bath and shower were rectified in October 2022.
- n. The 'mastic man' has been refused access on numerous occasions.
- o. A survey recommended that the Home Buyer maintain good ventilation and managed temperatures to control the mould..

Findings

The adjudicator found that it is not disputed that the planting strip was intended to be placed outside of the Home Buyer's plot and along its boundary. It therefore did not form part of the Property and so the Home Buyer cannot enforce any rights against this land;

The adjudicator did not find that the garden should be flat, as suggested by the Home Buyer, but was not persuaded by the Home Builder's statement that the levels of the garden have been implemented as per the plan. Consequently, the adjudicator found the Home Builder to be in breach of section 2.1 of the Code.

The personnel door alteration, which was paid for, was not detailed on the original plans, the Home Builder should have consulted with the Home Buyer to ensure that they understood where the door would be located. By not doing so, the Home Builder breached section 2.1 of the Code.

The Home Builder has acted reasonably in appointing a surveyor to inspect the Property and report on its findings. However, the Home Builder has selected the finding which related to temperature control and ventilation, and appears to disregard the rest. While the adjudicator made no finding in this regard, they found the Home Builder has taken the time to commission a survey and it should consider its conclusions and findings more carefully.

Decision

The claim succeeded. The Home Builder was directed to:

- Commission an independent survey on the levels of the garden. Should the survey report that the levels in the garden are different from that recorded in plan, the Home Builder should then complete remedial works to achieve the levels stated on the plan. The survey must have been completed within four weeks of the date of the final decision. Any remedial work must be completed within four weeks thereafter. For avoidance of doubt, should the report find the levels in the garden to reflect that of the plans, as stated by the Home Builder, then no work is required.
- Pay the sum of £400.00 for inconvenience as a result of the breaches of sections 2.1 and 4.1 of the Code.
- Formally apologise to the Home Buyer for the breaches of the Code.

Complaint

The Home Buyer complained that he paid £1,400.00 for an upgraded kitchen but when he took possession of the Home the quality of the upgrade had not been supplied. It was not fit for purpose, badly fitted, not safe and operated defectively. He said that the kitchen drawers in particular did not close and then would close suddenly, and his wife's finger had been injured. He says that the manufacturer agrees with this. He argued that the Home Builder was in breach of section 5.2 of the Code.

Defence

The Home Builder said that it had responded to the Home Buyer's complaint and provided after-sales services in relation to all of the issues affecting the kitchen. The remaining matter was in respect of the kitchen drawers. The Home Builder said that these were correctly installed and would become less stiff with use. This was normal and the manufacturer had visited and confirmed that these are satisfactory. The Home Builder denied breach of the Code.

Findings

The adjudicator found that the only remaining issue related to the kitchen drawers. She found that there was no evidence that the Home Builder had not cooperated with a professional adviser appointed by the Home Buyer. There was no evidence of a professional adviser. The manufacturer had not been appointed for this purpose and there was no persuasive evidence that the manufacturer thought that the drawers were unsatisfactory. The Home Builder had submitted evidence to the contrary and the manufacturer had not provided evidence to support the Home Buyer's position.

The adjudicator also considered whether the Home Builder had been in breach of sections 4.1 and 5.1 of the Code, but found that the actions of the Home Builder in repairing the other issues were consistent with this. In relation to the kitchen drawers, the Home Builder had concluded that this was not a snagging matter. As this was a genuine view formed after investigation, including having involved the manufacturer, there was no breach of sections 4.1 or 5.1.

Decision

The claim did not succeed

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 2.1 and 4.1. The Home Buyer stated that instead of installing a retaining wall and steps at the rear of the Property in line with the plans he was shown at Reservation, the Home Builder installed topsoil in the area in question which caused fencing in that area to be unstable. The Home Builder installed a wooden gravel board at the boundary of the Property which is not suitable, and it breach Code Section 4.1 because it did not respond to his claim.

Defence

The Home Builder submitted that the fence at the rear boundary was designed in accordance with the planning drawings and it had explained to the Home Buyer that it engineered out the retaining wall so that he could have a flat garden. In relation to Code Section 4.1, it responded to the Home Buyer's complaint. However, it reached a stalemate in relation to several issues that it could not agree with the Home Buyer, due to a difference of opinion as to what was a genuine defect.

Findings

The Adjudicator found that the complaint concerning the suitability of the wooden gravel board was an allegation of poor workmanship, snags, and defects which fell outside the scope of the Scheme and could not be adjudicated upon. The evidence did not show that the Home Builder's after-sales service was inaccessible. The correspondence between the parties regarding the complaint showed a reasonable level of engagement from the Home Builder with the Home Buyer in relation to his complaints.

However, the complaint regarding the removal of the retaining wall and steps from the Property design could be considered under Code Section 3.1 and the Home Builder was found to have breached Code Section 3.1. The Home Builder breached Code Section 3.1 because it did not install a retaining wall and steps at the rear of the Property in accordance with the terms of the contract and it did not notify the Home Buyer of this minor alteration to the design of the Property. This breach caused the Home Buyer severe inconvenience and the Adjudicator considered that it was appropriate for the Home Builder to pay the Home Buyer the maximum amount of compensation payable for inconvenience under the scheme.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £500.00 in compensation for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 3.1 and 5.1, because during the sales process it agreed to apply render to the front of the Property but after the sale it refused to apply the render to the front of the Property.

Defence

The Home Builder submitted that it had already carried out the required re-rendering work which resolved the issue. The render issue had been reported to the NHBC and the NHBC had indicated that there was no breach of its technical requirements and no further works were required.

Findings

The Adjudicator considered the manner the Home Builder dealt with the Home Buyer's complaint regarding the render and found that the Home Builder breached Code Section 5.1. The Adjudicator noted that in April 2022, the Home Buyer had asked the Home Builder for details of the chemical it used to treat the render and it appeared from the evidence that the Home Builder had not responded to this query by November 2022. The available correspondence did not show that the Home Builder was proactive in its correspondence with the Home Buyer, for example, it did not proactively provide information such as updates on the progress of the works or respond to the Home Buyer's question regarding the product being used on the render, as a result of which the Home Buyer had to contact the Home Builder a number of times to seek an update and secure progression of the matter. The breach of Code Section 5.1 caused the Home Buyer inconvenience.

Decision

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

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 3.2, 3.3, 4.1 and 4.2. The Home Builder cancelled his reservation of the Property without any reasoning or explanation. The Home Builder withdrew the Reservation after he viewed the Property, despite that it was not ready to exchange contracts and there were still a number of outstanding enquiries that it needed to respond to before the parties could exchange contracts.

Defence

The Home Builder submitted that it cancelled the Reservation with a full refund of the deposit to the Home Buyer over 12 weeks after the Property was reserved. It made it clear in the initial documents received by the Home Buyer that a Reservation is valid for 28 days after the draft contract is received by the Home Buyer's solicitor. Despite repeated contact from the legal department, the necessary authority to exchange was not applied for to Homes England to enable the parties exchange contracts either on the original or extended deadline for exchange. The correspondence also revealed delays between the Home Buyer and his solicitor. It made a commercial decision to review the price of the Property, after cancelling the Reservation and it re-marketed the Property £5,000.00 higher. However, between cancelling the Reservation and remarketing the Property, it did not engage another buyer.

Findings

The Adjudicator found that the sale in this case did not proceed to legal completion and the Home Buyer did not move into the Property, therefore Code Sections 4.1 and 4.2 did not apply on the facts of the case. The Home Buyer's complaint, which was essentially about the manner in which the Home Builder cancelled the Reservation, was more properly considered under code sections 1.3 and 2.6.

The evidence indicated that the Home Builder was entitled to withdraw the Reservation as contracts had not been exchanged by the date the parties had agreed for exchange. The Home Builder did not cancel the Reservation in a manner that was inconsistent with the Code and it did not breach either Code Section 1.3 or Code Section 2.6.

There was also inconclusive evidence to support the Home Buyer's position that the Home Builder had either found another buyer for the Property or reserved the Property to another buyer while the Reservation was still in place.

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 complained that he wanted to purchase a quiet home and he was told that his home was opposite trees associated with a green space and behind which there would be development by another provider. The consortium website also said that development would be in parcels to gradually move construction away from new homes.

In fact, the Buyer's new home was opposite the compound of the neighbouring developer that was likely to be in place for 2 years and was the source of noise and dust and traffic congestion. The Buyers said that the Home Builder was aware of this and did not inform him.

He claimed a breach of sections 2.1 and 1.5 because he had been misled. He also complained about the Home Builder's complaints handling process and after sales care.

Defence

The Home Builder says that it was not responsible for the activities of other consortium members and was not bound by the information on the consortium website. It denied liability for the claim.

Findings

The adjudicator found that the Home Buyer had been misled about the tranquillity of the locality of his home and accepted that he would not have agreed to purchase the property had he been informed correctly about the compound, which was known to the Home Builder at the time that the Home Buyer asked about what would be opposite.

The Home Builder was bound by information given on the consortium website. The adjudicator found breaches of sections 1.5 and 2.1 of the Code but not of sections 4.1 and 5.1.

There was no jurisdiction to require the Home Builder to buy back the Home, but the adjudicator directed compensation that would as far as possible put right the breaches of the Code. The Home Buyer had maintained a residence in Kent and she directed compensation to enable the Home Buyer to visit the Home fortnightly and stay in local accommodation for one night over a two-year period as well as compensation for inconvenience. She directed that the Home Builder should apologise.

Decision

The claim succeeded. The Home Builder was directed to pay compensation to the Home Buyer in the sum of £8,5080.00, £500 for inconvenience and to apologise in writing to the Home Buyer for the breaches of the Code.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 5.1, because it did not provide him with details of its complaints procedure or next steps when he expressed his dissatisfaction with its response. Tiles at the Property were poorly installed and non-compliant with the NHBC's requirements.

Defence

The Home Builder submitted that the tiles were installed to a satisfactory standard and within the manufacturer's tolerances. It has appropriate procedures in place in accordance with the Code and it provided the Home Buyer documentation regarding its aftercare service and complaints procedures.

Findings

The Adjudicator found that the complaint about poorly installed tiles concerned allegations of snags, defects and poor workmanship which fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder handled the Home Buyer's complaint about the tiling issue at the Property. The evidence did not show a breach of Code Section 5.1. The evidence showed that between May 2022 when the Home Buyer complained to the Home Builder, the Home Builder made attempts to resolve his complaint about the tiles and the evidence shows a reasonable level of engagement from the Home Builder with the 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 Sections 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits that the Home Builder has refused “to resolve an ongoing issue that was raised by their agent...regarding the downstairs water basin.”

The Home Buyer submits further that the Home Builder’s “Consistent Quality Approach Guide” states that “basin taps and pedestal shall be clean, level or plumb and fixed securely with any pipes hidden” and that “any entry points of pipes, wastes and fittings shall be sealed and complete to give a tidy finish”, however, the basin/piping installation does not meet the requirements and has not been installed correctly.

The Home Buyer submits further that they also raised issues in relation to rain water dripping off the roof onto the bedroom window sill at night, however this remains unresolved.

The Home Buyer submits further that they have experienced issues with customer service/complaint handling, for example, ignored correspondence, premature closure of complaints and “messaging via touchpoint never gets a response from homebuilder”.

The Home Buyer requests that the Home Builder apologise, provide an explanation, take practical action and pay the Home Buyer £5000.00 as compensation; specifically in relation to “time unnecessarily wasted” and stress/inconvenience caused.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, in relation to the water drip/windowsill issue, the Home Builder states that the ticket remains open on the system. This job was sent to the plumber in the first instance, with the plumber inspecting and reporting back that it requires a roofer to attend.

In relation to the bathroom basin/piping issues, the Home Builder submits that the issue: “was deployed to our plumbing contractor to investigate further who in turn advised that there is no defect with the basin or its pipework. The plumber has advised that there is no defect present and that the works proposed will not hide the black rubber around the groundworks connection, it will only reduce the length of pipework visible behind”.

The Home Builder disputes further that it provided poor after-sales care or complaint handling and state that they have an accessible after sales service and have explained to the complainant what the service includes, who to contact and what guarantees, and warranties apply to the home.

The Home Builder states further they have fully investigated the complaint and kept the complainant fully informed as per their complaints procedures and that the Home Buyer “has not substantiated a claim against it and the proposed awards of either practical action or a payment of £5000 should not be made in the Applicant's favour.”

Findings

The adjudicator found that the black fitting/bracket above the floor and around the white piping (meaning that the piping work/bracket was not flush with the floor and with some fittings unhidden) was not consistent with the Home Builder's "*Consistent Quality Approach Guide*". This stipulates that "*basin taps and pedestal shall be clean, level or plumb and fixed securely with any pipes hidden*" and that "*any entry points of pipes, wastes and fittings shall be sealed and complete to give a tidy finish*". As such they found the Home Builder breached Section 4.1 of the Code.

In relation to the complaint handling, the adjudicator found that there were some issues, for example, the Home Buyer had to contact the Home Builder on a number of occasions about the issues and chase for updates. The evidence indicated further that proposed timescales for resolution were not always provided and they adjudicator found a breach of Section 5.1.

Decision

The claim succeeded and the adjudicator determined the Home Builder should:

- Apologise
- Either: i) make reasonable endeavours to fix/resolve the water basin/piping issue or ii) pay the Home Buyer £1500.00 in lieu of the works; whichever is most economic to the Home Builder and
- Pay the Home Buyer £80.00 for inconvenience caused.

Complaint

The Home Buyer says the Home Builder was in breach of the Code by not providing accurate and reliable information about various warranties and failing to provide good customer and after-sales service when dealing with the Home Buyer's snagging complaints.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that the Home Builder did not fail to give accurate and reliable information about the insurance-backed warranty provided on the Property and therefore did not breach Clause 2.3 of the Code.

In relation to the after-sales service, the adjudicator found the Home Builder was in dialogue with the Home Buyer throughout her dispute. Otherwise, it would not have undertaken various site visits and repairs mentioned in the Home Buyer's application and the Home Builder's correspondence. Consequently, they found the correspondence and documents showed that the Home Builder provided an accessible after-sales service.

The adjudicator found the correspondence and documents showed that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints. Furthermore, whilst the Home Builder had not resolved the Home Buyer's complaints to her satisfaction, the adjudicator found the timescale, after reviewing the correspondence and documents put forward in evidence, to be reasonable.

Decision

The claim did not succeed.

Complaint

The Home Buyer's claim is that there are defects in the alignment of the walls at the Home, that after reporting the defects to the Home Builder the issues have been ignored and the defects have not been rectified (save for defects to the windows and a broken toilet) for 20 months and as such the Home Builder has breached a requirement of the Code at Sections 4.1 for not providing the required after sales service and 5.1 because the Home Builder has not resolved the complaint.

Defence

The Home Builder's position is that the Home Buyer has not provided sufficient evidence to support the claim, that the Home Builder is addressing the concerns with the build defects as per the contract, that the claim should have been referred to NHBC, that the Home Buyer has not followed the escalations process and that there is evidence that the Home Buyer did not raise the issue in the handover report or the 7-day appointment.

Findings

The Adjudicator found that the Home Builder has not provided the Home Builder with a sufficiently accessible after-sales service and has therefore breached a requirement of Clause 4.1 of the Code.

The Adjudicator also found that the Home Builder has breached a requirement of Section 5.1 of the Code, by not having a sufficient system and procedure for resolving Home Buyers' complaints or indeed in a timely manner.

Decision

The claim succeeded in part.

The Adjudicator directed that the Home Builder shall carry out an inspection of the Home to determine a scope of remedial works for the issues with the alignment of the walls and for the Home Builder to carry out the remedial works required to rectify the defective alignment to the walls.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 3.2 because it changed the completion date on short notice and it did not acknowledge or respond to his complaint.

Defence

The Home Builder submitted that the completion of the Property was delayed due to various factors, including the impact of the Covid-19 pandemic. It achieved completion within less than 2 months after the initial anticipated completion date. It disputed the alleged breach of Code Section 5.1 on the basis that it provided the Home Buyer consistent updates and communication regarding his complaint.

Findings

The Adjudicator found that the Home Builder had not breached Code Section 3.2. There was no indication that at the time the Home Builder provided the anticipated completion date, it did not have a reasonable belief that the sale would complete within that period.

It was not evident that the Home Builder could have given the Home Buyer more notice of the change to the completion date. It was also relevant that the sale completed within 2 months after the anticipated completion date, which suggested that the anticipated completion date set by the Home Builder was not unrealistic.

However, the Home Builder breached Code Section 5.1 because it did not respond to the Home Buyer's complaint and this breach caused the Home Buyer inconvenience.

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 him and pay the Home Buyer £150.00 in compensation for inconvenience.

Complaint

The Home Buyer submitted that she had ongoing problems with noise transfer from the apartment above the Property. When she first complained, the company sent representatives who performed a basic sound test. They agreed with her complaint. The Home Builder moved her family and her belongings out of the Property for 17 days to add additional sound proofing to the ceiling. This did not resolve the situation, as again agreed by the company's representatives after another basic sound test. The company agreed to move her and her family into temporary accommodation again, for several weeks. A sound test was completed and the Property passed, and she was asked to move back into the Property. The problem has not been resolved.

There was also an unresolved snagging issue and a potential misselling claim due to an increased service charge. She argued that the Home Builder had breached Section 5.1 of the Code. The Home Buyer requested that the Home Builder resolve the problem, or re-purchase the Property, or pay compensation of £15,000.00.

Defence

The Home Builder submitted that it had responded regularly to the Home Buyer's contacts and appropriate action had been taken. The Home Buyer raised a complaint about noise from the upstairs apartment, and the Home Builder agreed to undertake additional soundproofing work to the ceiling of the Property, also paying for alternative accommodation for the Home Buyer while this work was done. After this work the Home Buyer again complained about excessive noise and further examination was performed of the sound proofing membrane in the floor of the upstairs apartment. The Home Buyer continued to express concerns about excessive noise and so the Home Builder arranged for independent sound monitoring from within the Home Buyer's apartment, a full pass being received. During this testing the Home Buyer was again moved to alternative accommodation at the Home Builder's expense. When the Home Buyer complained about excessive noise at this accommodation, she was moved to an alternative property the same day.

The increased service charge has been explained to the Home Buyer. The Home Builder denied liability for the Home Buyer's claim.

Findings

The adjudicator found that the evidence showed the Home Builder responding appropriately to the complaint raised and explaining the increased service charge. As a result, the Home Builder could not be found to have breached Section 5.1 of the Code.

Decision

The claim did not succeed.

Complaint

- The Home Buyer identified issues with the lack of hot water and inefficient heating system resulting in the development of damp and mould within the property.
- The Home Buyer contends that because of these issues he has been unable to take up residence at the property and that the problems continue despite his complaining to the Home Builder.
- The Home Buyer has identified nineteen different snagging issues, and says the Home Builder has not satisfactorily addressed all of them.
- The Home Buyer believes the Home Builder is in breach of Sections 4.1 and 4.2 of the Code.

Defence

- The Home Builder states that the issue with hot water was remedied within a few days of the Home Buyer bringing the issue to its attention.
- In respect of the Home Buyer's complaint on the heating system, the Home Builder states that it investigated and subsequently confirmed to the Home Buyer that the heating system had been designed and installed in compliance with the design parameters and the applicable NHBC specifications.
- Overall, the Home Builder refutes the Home Buyer's position that the property is uninhabitable.
- The Home Builder denies being in breach of the Code, and does not agree to provide the remedies sought by the Home Buyer.

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 the sections of the Code as alleged. The adjudicator found that the evidence does not establish that the property was/is uninhabitable but is satisfied that the heating system was installed according to the design parameters.

The adjudicator found that the Home Builder had responded to a reasonable level to the Home Buyer's complaints, had made investigations, sought third-party expert input, and had overall responded reasonably to the Home Buyer's concerns. The adjudicator noted that the 24 month builders warranty was still operable.

The adjudicator did not find that the Home Builder had breached any Sections of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.1, 1.5, 2.6 and 3.1, because it did not pay her the full amount of the allowance for stamp duty it had agreed to pay her. The incentives for the Property included an allowance in the sum of £6,747.00 towards Stamp Duty Land Tax (SDLT). The rules relating to the level of SDLT payable changed before completion and the actual SDLT paid was £497.00. The contract referred to payment of £6,747.00 towards SDLT, but the Home Builder paid her £497.00 only due to the change in the SDLT rules, and she sought to recover the full amount.

Defence

The Home Builder submitted that The incentives offered with the Property was described as including "*stamp duty pa[id] 100%*". It agreed to proceed with the Reservation and confirmed that the Reservation was to include stamp duty of £6,747.00. This stamp duty calculation was conducted by applying the relevant calculations at the time. The contract stated that an "*allowance in the sum of £6,747.00 will be given on completion towards SDLT*". An "*allowance*" by its nature would be reduced if the amount of SDLT reduced. The Home Buyer had stated in his offer that he wanted 100% of the SDLT paid, which is what it agreed to and paid for.

Findings

The Home Buyer's offer was for the Home Builder to pay the full SDLT due and the Home Builder agreed to this. The parties intended that the Home Builder would pay the full amount of SDLT due and this was reflected in the contract. was clear from the contract that the allowance was for the purpose of paying SDLT. There was no provision in the contract for the allowance to be used for any other purpose other than paying SDLT. In circumstances where the amount of SDLT payable changed due to changes made by the Government, it was appropriate for the SDLT allowance to reduce accordingly because the parties had agreed that the Home Builder would pay the SDLT due in full. The Home Builder fulfilled its agreement by paying the full amount of SDLT due at the time the sale completed.

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 breached Code Section 2.1, because it signed the Reservation Checklist for the Property fraudulently. They were not shown the Reservation Checklist with plans and details about the Property until around 3 months after legal completion.

Defence

The Home Builder disputed that the Reservation checklist was assigned fraudulently, but it accepted that the Home Buyers' signatures were typed in italics on the checklist. It stated that, nevertheless, it provided the Home Buyers with sufficient information about the Property to enable them make an informed decision and the Home Buyers viewed the Property on several occasions during the build stage.

Findings

The Adjudicator noted that the Home Builder did not dispute that the Home Buyers were not given a Reservation checklist and were not shown the External Features Plan. The Adjudicator found that the Home Builder breached Code Section 2.1, because it did not provide the Home Buyers with a Reservation checklist in accordance with its procedure and it did not provide the Home Buyers with sufficient pre-purchase information about the garden.

Code Section 1.3 was also relevant to the claim and the Adjudicator found that the Home Builder breached Code Section 1.3, because it ought to have ensured that the Home Buyers signed the checklist themselves rather than the checklist been signed on their behalf. This is particularly given that there was no evidence that the Home Buyers gave the Home Builder their consent to type their names in the section of the checklist provided for the Home Buyers' signatures.

The breaches of the Code identified seriously undermined the information provision and consumer protection commitments underlying the Code, and £500.00 in compensation was considered appropriate in the circumstances albeit the adjudicator would have been minded to award a higher amount if the Scheme Rules had allowed.

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 £500.00 in compensation for inconvenience.

Complaint

The Home Buyer says that the Home Builder breached the Code by failing to provide the correct flooring, the required documents and warranties, and good customer service when dealing with a complaint concerning the Property's flooring and snagging issues.

Defence

The Home Builders' position is that it has not breached any section of the Code. Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues with the Property's floors and snags within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator did not find any breaches of the Code. The adjudicator was satisfied that while the manufacturer of the flooring was different to that specified, there had been no detriment as it was made to the same specification and performance.

Further they found that the relevant information had been provided to the Home Buyer and that the after-sales service was accessible and the response to the complaints made reasonable.

Decision

The claim did not succeed. The reasons given by the Home Buyer are insufficient to justify the Home Builder pay £14,372.00 to repair the various issues with the flooring and other snagging issues.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4 and 5 of the Code. Specifically, the Home Buyer submits that the Property has suffered a number of snagging issues, poor attempts at resolving issues and outstanding issues.

The Home Buyer states further that they incurred the cost of two reports from an independent snagging company; returning incorrect patio tiles and the appointment fee from the local Council (due to a required visit as the “the Garage Window was built in the wrong place. The Home Buyer states further that the handover was rushed and that the working of appliances and thermostats was not demonstrated to them.

The Home Buyer states further that they experienced poor customer service/complaint handling and that the issues have been aggravated as they are a disabled person and their wife suffers from ill health.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder does not dispute any of the alleged snagging issues and submits that whilst acknowledging that there have been issues and they have not made progress as quickly as they would wish, the customer has challenged works and turned away contractors who have arrived to complete or progress works.

Whilst the Home Builder acknowledges further that some works are outstanding, it submitted that it has carried out a substantial amount of remedial works and are reattending to replace or redo other work.

The Home Builder advised they have acknowledged the failings and have not tried to “hide behind any excuses”, arranging training on the systems for their team to better understand the systems and how they operate to assist in the future.

In relation to the handover, the Home Builder disputes the Home Buyer’s version of events.

Findings

The adjudicator found that the Home Builder breached Sections 4.1 and 5.1 of the Code given the length of time taken to resolve issues raised and further noting this would have been exacerbated because of the Home Buyer’s vulnerability..

Decision

The claim succeeded (in part) and the adjudicator awarded £138.20 reimbursement of costs incurred, £225 for inconvenience and further that the Home Builder should provide an explanation for the breaches and provide an apology.

Complaint

The Home Buyers stated that the Home Builder breached Code Sections 4.1 because it did not resolve defects at the Property within the two-year warranty period. It also breached Code Section 5.1 because it did not respond to their requests for assistance, it did not respond within a reasonable timeframe and it did not resolve their complaint.

Defence

The Home Builder submitted that it complied with Code Sections 4.1 and 5.1. At Reservation, it provided the Home Buyers with after-sales information and information about its complaints process. Various emails were exchanged and appointments were carried out, and following feedback from its subcontractor and Quality Manager, it informed the Home Buyers that the flooring level issues and newel post issues are not covered by it.

Findings

The Adjudicator found that the Home Buyers' complaints concerning defects fell outside the scope of the Scheme and could not be adjudicated upon, but the Adjudicator could consider the Home Builder's after-sales service and the manner in which the Home Builder dealt with the Home Buyers' complaint.

While the evidence did not show a breach of Code Section 4.1, there was a breach of Code Section 5.1.

The evidence did not show that the Home Builder properly investigated the Home Buyers' complaint and that it provided the Home Buyers a comprehensive response setting out its findings and (depending on its findings) provided a proposed programme of works to address each of the issues the Home Buyers had complained about.

Further, there was no clear evidence of proactive contact from the Home Builder providing information such as updates, as a result of which the Home Buyers needed to contact the Home Builder a number of times to secure progression of the matters.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to Issue the Home Buyers a written apology for the inconvenience it caused them.

The Home Builder was also directed to investigate the Home Buyers' complaint about outstanding issues at the Property and provide the Home Buyers a written response detailing the outcome of its investigation.

Complaint

The Home Buyers submitted that prior to completion they were told that there would be a delay in getting access to part of the land beside the house. A temporary fence was erected to allow completion and they were assured the temporary fence would be removed later that month. On completion they were told the fence would be removed in early January. There had been repeated delays, and the fence had still not been removed. They had incurred costs building a temporary shed and renovating a loft to store items that would have been stored on the land being used by the Home Builder, and they had not had access to gas or electricity meters. They had received poor customer service in response to their complaint. They argued that the Home Builder had breached Section 3.2 of the Code.

The Home Buyer requested that the Home Builder apologise and provide an explanation; and pay compensation of £9,897.00.

Defence

The Home Builder submitted that legal completion on the Property took place on 22 December 2021. The Home Builder responded appropriately when the Home Buyers raised their complaint in October 2022. The Home Builder had the contractual right to enter upon the Property on reasonable notice to construct any adjoining dwelling or other structures. The Home Buyers acknowledged that they were aware that access to the land in question would not be provided on completion, and that a temporary fence would be installed. Due to staff changeover, the Home Builder could not confirm if the Home Buyers were originally told that full access would be given in January 2022, or what subsequent discussions took place. The Code does not apply to claims about land conveyed. The Home Buyers did not request rent for the land in question at completion on the Property, and no rent was ever agreed.

The Home Builder had agreed, as a gesture of goodwill, to re-turf the land once the fence was removed. The Home Buyers had produced inadequate evidence to support their claims for the shed and loft. The Home Builder denied having breached the Code.

Findings

The adjudicator found that the Home Builder had breached Section 3.2 of the Code by failing to provide the Home Buyers with reliable and realistic information about when construction of the Home may be finished, in the form of final delivery of the land being used by the Home Builder.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyers for the delay in making the land in question available for their use, and pay the Home Buyers compensation of £500.00 for inconvenience.

Complaint

The Home Buyer submits, in summary, that before she purchased the Property, she discussed the sound insulation with the sales representatives of the Home Builder, who told her that the sound insulation would be “really good” and that she shouldn’t have those problems in her new home. She considers that the sound insulation is inadequate and says that if she had known that it would be like this, she would not have purchased the Property. She alleges that the Home Buyer is in breach of Section 2.1 of the Code.

Defence

The Home Builder denied that it breached the Code. It denies that any verbal commitments were made. It states that it has complied with the relevant standards and obtained an NHBC warranty and has told the Home Buyer that if she has further concerns, she should go through the NHBC resolution process, which she has not done. The Home Builder thus denies that the Property was miss-sold. It also says that the Home Buyer’s complaints have been dealt with in line with its Customer Care Procedures and escalation process.

Findings

I find that the Home Builder did not make any precontractual statements which amount to a clear commitment that the sound insulation would meet any particular level or standard. The Home Buyer has therefore not been able to point to any respect in which the information provided to her was not “reliable” or “appropriate”.

In addition, the Home Builder has carried out a sound test provided by [company] and accepted by NHBC Building Control, in order to show that the sound proofing complies with the relevant building regulations. I find that the Home Buyer has not shown that the Home Builder has failed to meet any particular standard that it set with respect to the sound insulation of the Property.

The Home Builder has thus not breached Section 2.1 of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyers complained that after they purchased the Home, they discovered that there was an undisclosed basement that was full of water and was damaging the wooden structures of the Home. They claimed practical action or compensation to enable them to have the area tanked and ventilated. The Buyers said that the remediation proposals of the warranty body were insufficient.

Defence

The Home Builder said that it did not need to have told the Home Buyers about the basement because it was not part of the Home but an underlying structure. It agreed that ventilation work was necessary and the Warranty body had obtained a report indicating that tanking was not required because the space was not occupiable.

Findings

The adjudicator found that it is outside the scope of the Scheme to determine the dispute relating to the extent of remediation works to be authorised by the warranty body because the Code is not concerned with the quality of construction work, nor could the Buyers recover for any costs of turning the basement into useable space, because this would be betterment. The Warranty body had told the Home Buyers that work would be done in the summer to carry out the work that it considered necessary, namely to ventilate the basement.

It was within the scope of the Scheme however, to consider whether there were breaches of sections 1.5 and 2.1. The adjudicator found that there were breaches of both sections – the first by omission, which gave the Buyers the impression that there were no additional areas of liability and the second because it was plainly of relevant to the purchasers that there was a basement to which they had no access but a liability to maintain and which caused a risk to the structure above. This would reasonably have been highly relevant to a purchasing decision.

Because the Buyers were not informed, there was a breach of the Code. As rectification work under the warranty was to be carried out, the only compensation that could be offered was for inconvenience of £500 and the Home Builder should be required to make an apology.

Decision

The claim succeeded. The Home Builder was directed to pay compensation of £500 and make a written apology.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 3.2, because the completion of the Property has been delayed beyond the anticipated entry date of September/October 2021.

Defence

The Home Builder submitted that the construction was initially delayed due to exceptional events including the Covid-19 pandemic, material and labour shortages amongst other matters. Issues with settlement have been observed on some properties on the site, and it needs time to investigate the issues and carry out any additional measures. It acknowledged that this would result in a delay to the handover, however it is the correct process and procedure to adopt and implement in the circumstances. The date of entry was an “anticipated” date of entry. It was not a fixed date. It accepted that delay to the handover has occurred, and it has endeavoured to keep the Home Buyer regularly updated.

Findings

The Adjudicator found that there was no indication that at the time the Home Builder provided the anticipated entry date, it did not have a reasonable belief that the sale would complete within that period. The Home Builder explained that the subsequent delays arose because of issues regarding settlement on the site which it needs to investigate and address. The Adjudicator accepted that these matters contributed to the delay and considered that the Home Builder’s submissions regarding the additional measures it needed to carry out as a result were reasonable in the circumstances. It was not evident that the Home Builder could have notified the Home Buyer of the delay any earlier than it did. The available correspondence also showed that the Home Builder provided the Home Buyer with a reasonable level of update regarding the construction.

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 Sections 1.5 and 5.1 of the Code. Specifically, the Home Buyer submits the show flat (which was fully furnished) had a different layout as compared to the flat they bought. The kitchen was much smaller and with a big window, hence a lower number of upper cabinets were on display. They say they were given misleading sale advice. The Home Buyer states further that if they were to pay for the missing fixtures/fittings themselves, it would cost a lot of money as the kitchen provider that the home builder has chosen is extremely expensive.

The Home Buyer states further that they experienced issues with complaint handling and that “despite asking in an email what would be the next steps of the complaint procedure, [they were] not advised of any further complaint procedure.”

Defence

The Home Builder’s position is that it disputes the claim. Specifically, the Home Builder submits that the “show flat on the development does not represent every flat type however is an indication of the specification of materials used” and that the “sales brochure...give[s] an illustration of the kitchens for the privately sold properties and does not show the additional wall units above the sink area in either of the 2 kitchen layout photos or the ‘splashback’ which the Claimant reports is missing. A splashback has been fitted behind the hob and an upstand is fitted above the worktop as indicated on the Sales brochure and also by the photos provided by the Claimant”. The Home Builder comments further that the Home Buyer “would have been advised by their Solicitor to inspect the specification prior to exchange and raise any issues”, however, “there is no record that the Claimant raised any issues prior to exchange”.

The Claimant also signed the Reservation Agreement which asked the Claimant to sign to confirm they had received a copy of the Sales brochure, the Claimant signed this document”.

In relation to complaint handling, the Home Builder states that the home buyer requested, on 20th January 2023 that the matter was logged as a complaint. They acknowledge there was a delay until 27th January 2023 to register the complaint but that they then responded to the complaint with their final decision on 7th February 2023.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code as they did not always provide a proposed timescale for the resolution of the complaints and did not, initially, signpost the Home Buyer to the IDRS when it advised the Home Buyer that the complaint was “closed”.

Decision

The claim succeeded in part and the Adjudicator awarded £75 inconvenience for the breach of the Code.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 5.1 and 5.2 of the Code. Specifically, the Home Buyer submits that they have found approximately “150 faults with the exterior brickwork, window cill blocks, windows, exterior sealing of windows and doors”, “50 Faults with the interior, Including Leaks, Interior finish, Kitchen, Doors and interior fixtures and fittings” and “1 Major fault with bedroom 2 ventilation...trickle vent not fitted and no internal ventilation as required by law.” The Home Buyer comments further that “extensive works [are] required to bedroom 2, the kitchen and exterior” and the works “will cause serious inconvenience” to the Home Buyer and their household.

The Home Buyer comments further that their overall experience has been “awful” and that they have “had to take multiple days off of work to try and resolve the countless issues outlined”.

The Home Buyer further submits that the “garage was converted by a professional builder and signed off by the council’s planning department”, however, the Home Builder’s “plumbing leaked into the completed works and had to be repaired causing the final quote to be more than the agreed amount”.

The Home Buyer comments further that they believe “the house's poor aesthetic look even after some repairs have been attempted has devalued [the property] by a considerable amount” (more than the £15000.00 claimed) and that they paid. In summary, the Home Buyer states that “the stress has been terrible,...the quality of finish is shocking, there has been no apology, just rude replies and delays in sorting the work over the last 6 months”.

Defence

The Home Builder disputes the claim. Specifically, whilst the Home Builder acknowledges the issues listed by the Home Buyer in their claim and submits that the issues are “regrettable”, it states that it is “committed to remediating [the issues] as swiftly as possible”.

The Home Builder comments further that it has assigned a customer-care coordinator to the Home Buyer and that the snagging items claimed are “in hand” with the regional customer care department. The Home Builder comments further that snagging issues are not within the scope of the Code and whilst it acknowledges further that the Home Buyer has experienced delay, it explains that some of the delay was due to the Home Buyer expressing a preference for a specific contractor (and this meant a delay in attendance due to availability).

The Home Builder further challenges the sum claimed as compensation and submits that no evidence has been provided in support of the sum claimed and they reiterate that “all outstanding works are in hand”.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code as some of the complaints were not dealt with in a reasonable timeframe and the Home Builder did not always provide timescales for resolution in relation to all the elements of the Home Buyer's complaint(s).

Decision

The claim succeeded (in part) and the adjudicator awarded an apology, an explanation for the breaches and £60 inconvenience.

Complaint

The Home Buyer says the Home Builder breached Clauses 1.1 and 5.1 of the Code by failing to provide good customer and after-sales service when dealing with the Home Buyer's complaint about water ingress into his garage.

Defence

The Home Builder's position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. The Home Buyer's garage has been built in accordance with the NHBC Technical Requirements and the Home Builder has undertaken work to prevent further water ingress.

Findings

The adjudicator was satisfied that the home builder had a system and procedures in place for receiving and handling service calls and complaints and that the garage had been built as required. The reasons given by the Home Buyer are insufficient to justify the Home Builder complete further works to the Home Buyer's garage to prevent further water ingress.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4.1 and 5.1 of the Code. Specifically, the complaint relates to their “Tarmac Driveway, which shows signs of holes and peeling”. The customer disputes the Home Builder’s findings and refers to the evidence provided.

The Home Buyer believes the After-Sales Service has not been fulfilled to a sufficient standard, and that the complaints have not been handled to the best standard, where they have had to wait weeks / months for a response.

Defence

The Home Builder’s position is that it denies breaching the Code and that the drive was constructed in accordance with NHBC technical standards, chapter 10.2.6. They have provided evidence to this effect following a third party contractor inspecting the area.

The Home Builder comments further that every email received into the Customer Service team is responded to within 10 working days albeit acknowledges further that “the time to resolve some issues over the last two years has been longer than [it] would have liked... however, [its] homeowners have been kept up to date and at all times they have been able to contact Customer Services if they wanted a specific update.”

The Home Builder summarises its position by stating that a full after care service was provided (and made use of), that it has a system and procedures for complaints and that the Home Buyer has not, in any event, “raised a formal complaint about this or any other issue”. The Home Builder states further that the “claim about losses does not represent a ‘financial loss’ as a result of the Home Builders alleged failure to comply with the Code and is refuted.”

Findings

The adjudicator found that the Home Builder breached Sections 4.1 and 5.1 of the Code.

Decision

The claim succeeded (in part) and awarded £60 for the inconvenience caused and for the Home Builder to either make reasonable endeavours to fix/resolve the driveway issue or pay the Home Buyer £3,300.00 in lieu of the works; whichever is most economic to the Home Builder

Complaint

- The Home Buyer understood that the specification for the property he purchased included for a “*shower waste heat recovery system*”.
- The Home Buyer says that upon taking possession of the dwelling he found that the recovery system had not been installed.
- The Home Buyer contends that the Home Builder stated the system was not necessary to comply with Building Regulations and would not be fitted.
- The Home Buyer contends that following the recent energy price increases he estimates his losses due to the absence of the system will be £18,932.20 over a forty-year period.
- The Home Buyer believes the Home Builder is in breach of Sections 1 and 2 of the Code.

Defence

- The Home Builder states that the system was never included in the specification for the Home Buyer’s property.
- The Home Builder states that the Home Buyer’s house meets the required SAP calculations without the installation of the waste heat recovery system.
- The Home Builder denies being in breach of the Code, and does not agree to provide the remedies sought by the Home Buyer.

Findings

The adjudicator found that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of some sections of the Code as alleged (sections 1.5 and 2.1).

The adjudicator found that the evidence established that the shower waste heat recovery system was not installed in the property and the Home Builder accepted that the Home Buyer reasonably understood that it would be. However, the adjudicator took note that the Home Buyer did not wish to have the Home Builder retrofit the system and was seeking only a financial compensation payment. The adjudicator did not find that any financial loss had been established by the Home Buyer.

Decision

The claim succeeded as a breach of the Code identified yet no remedy was awarded.

Complaint

The Home Buyer says the Home Builder breached the Code by failing to provide good customer service when dealing with a complaint concerning the Property's flooring and snagging issues.

Defence

The Home Builders' position is that it has not breached any section of the Code. Regarding the customer service issues, the Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues with the Property's floors within a reasonable period. However, on a goodwill basis, the company is willing to offer £1,250.00 towards the snagging issues with the bathroom floor and hall/stair/landing walls.

Findings

The adjudicator was satisfied that the Home Builder provided a reasonable after-sales service. Further, that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the defects with the flooring. The Home Buyer's snagging issues had been and continue to be addressed by the Home Builder.

The adjudicator found that the correspondence and documents in evidence showed that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

The adjudicator further found that the Home Builder had co-operated with any professional trades as necessary to resolve any valid issues and that there had not been any breach of Clause 5.2 of the Code as a result.

Decision

The claim does not succeed

Complaint

The Home Buyer says the Home Builder breached the Code by failing to provide a copy of the Code and failing to provide good customer and after-sales service when dealing with the Home Buyer's snagging complaints.

Defence

The Home Builder's position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that the Home Builder did provide accessible after-sales service. The evidence showed that the Home Builder was in dialogue with the Home Buyer throughout his dispute and that it had undertaken various site visits and repairs, as mentioned in the Home Buyer's application and the Home Builder's correspondence.

Furthermore, the evidence showed that the Home Buyer was provided with a "Home User Guide" containing details of the Home Builder's Customer Relations Team and details of the various after-sales support offered by the Home Builder.

The adjudicator further found that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the snagging issues and defects. Whilst the Home Builder has not resolved the Home Buyer's complaints to his satisfaction, the adjudicator found the timescale to be reasonable. Further, the adjudicator found the correspondence and documents showed that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints and that the Home Builder's complaint policy was provided on its website and set out in the reservation documents.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached Section 2.1 of the Code for because the kitchen was not installed to the level shown on the reservation agreement drawing which means that the pre-purchase information was insufficient to help the Home Buyer make a suitably informed purchasing

The Home Buyer submits that the Home Builder has breached Section 4.1 of the Code for because the after sales service has not provided an explanation of why the plinth does not seal the base of the kitchen and why the worktop is significantly above the expected height.

The Home Buyer submits that the Home Builder has breached Section 5.1 of the Code for because the after sales service has not provided an explanation of why the plinth does not seal the base of the kitchen and why the worktop is significantly above the expected height.

The Home Buyer sought either for the Home Builder to 'reinstate the kitchen correctly according to the plans or for them to pay £15,000 so that they can install a kitchen to the correct specification.

Defence

The Home Builder submitted that it had reviewed this internally in line with NHBC standards for tolerances and finishes and current building control regulations; contacted a senior technical support surveyor at NHBC who confirmed that there are no regulations in terms of worktop height. Further the Home Builder advised it asked its kitchen supplier to visit the property to confirm their position and they install to a 2% tolerance and that Building Control Approved Documents Part M – Access to and use of buildings, does not detail a maximum height.

Findings

The adjudicator found that:

- the pre-purchase information was insufficient to help the Home Buyer make a suitably informed purchasing decision on this element of the property and for this reason a breach of section 2.1 of the Code has occurred.
- there is email evidence that the Home Builder provided an accessible after-sale service and for this reason a breach of section 4.1 of the Code has not occurred.
- the Home Builder did not have satisfactory procedures for resolving the Home Buyer's complaint and for this reason a breach of section 5.1 of the Code has occurred.
- The reasons given by the Home Buyer are sufficient to justify either the practical action or the payment awarded.

Decision

The claim succeeded.

The adjudicator directed that:

- Either the Home Builder re-fitted the kitchen to the correct level as shown on the reservation drawing in three months or
- if the kitchen was not re-fitted in three months, the Home Builder to pay the Home Buyer to refit it themselves based on the lowest of three quotations (which should be sought). The payment should not exceed the scheme limit of £15,000, although the cost is not expected to exceed £5000.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not rectify defects at the Property, it did not properly handle their complaint about the defects and there was an unreasonable delay in dealing with the matter.

Defence

The Home Builder submitted that the NHBC confirmed that it has followed all NHBC guidelines, it responded to the Home Buyers' correspondence and it referred the Home Buyers to the NHBC given that the Home Buyers remained dissatisfied despite various remedial works that had been carried out at the Property.

Findings

The Adjudicator found that while the complaints regarding the rectification of defects at the Property fell outside the scope of the Scheme, the Adjudicator could consider whether the Home Builder fulfilled its obligations under Code Sections 4.1 and 5.1 in relation to the accessibility of its after-sales service and the handling of the Home Buyers' complaint.

The available information showed that: there was a reasonable level of engagement from the Home Builder in response to the Home Buyers' complaint; and the Home Builder dealt with the Home Buyers' complaint about the garage, including arranging visit(s) on site, corresponding with the Home Buyers by email and setting out its position to the Home Buyers following its investigations.

The evidence did not show a breach of Code Sections 4.1 or 5.1.

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 noticed in March 2019 that there was a leak from his en-suite bathroom to the ceiling of the lounge below. He notified the Home Builder, who attended the Property and advised that the problem was inadequate grouting in the shower enclosure, which it repaired. The leak then reappeared in September 2022. The Home Builder dismissed a complaint about this and the Home Buyer was compelled to employ a third party to repair the issue. The Home Buyer argues that these events amount to a breach of Sections 1.1, 4.1 and 5.1 of the Code, because the Home Builder did not provide an accessible after-sales service or a system and procedures for receiving, handling and resolving complaints.

Defence

The Home Builder denies that it has breached the Code. It says that its works in installing the bathroom were done to the appropriate standard of care, as it engaged professional contractors which carried out appropriate inspections and testing, and signed off on quality check lists. When the customer complained in September 2022, he did not follow the same process as he did in 2019. This means that the issue was not forwarded to the Home Builder's customer care until 27 January 2023, by which time the Home Buyer had already instructed a third party to carry out the repair works.

Findings

I find that the works carried out by the Home Builder's plumbing contractor in 2019 did not succeed in addressing the leak. In breach of Section 5.1 of the Code, the Home Builder had not, in 2019, "dealt with" the Home Buyer's complaint within "a reasonable time", because it had not addressed the cause of the problem. I also find that the Home Builder failed to deal properly with the Home Buyer's further correspondence about the leak in 2022 – 2023. The Home Builder thus failed to provide the Home Buyer with an accessible after-sales service, to put in place "a system and procedures for receiving, handling and resolving Home Buyers' service calls and complaints", and to deal with the Home Buyer's complaint within a reasonable period of time, in breach of Sections 4.1 and 5.1 of the Code.

I find that if the Home Builder had respected its obligations under the Code, the Home Buyer would not have needed to engage a third party to repair the leak. I therefore award the Home Buyer the sums that he expended on the repair work, namely £4,447.50. However, I consider that the Home Buyer will be adequately compensated by a payment of compensation and I do not consider that an apology would serve any purpose. I therefore decline to award this remedy.

Decision

The claim succeeded and the adjudicator awarded costs of £4,447.50 be reimbursed.

Complaint

The Home Buyer claims that rain water is draining off the roof of the Property in such a way as to leave a stain on, and cause damage to, the render on the adjoining wall. The Home Buyer first raised this issue with the Home Builder before he moved in to the Property, on 25 August 2020, and has since sent numerous chasers over two years, but the problem has not been fixed.

Defence

The Home Builder acknowledges that the issue at the Property has not been resolved, but it considers that this does not mean that the Home Buyer has not had access to a complaints process. It has arranged numerous workers to attend the Property to try to resolve the issue. It thus denies that it is in breach of Section 5.1 of the Code because it has a system and procedures for receiving, handling and resolving service calls and complaints, and the fact that the Home Buyer is dissatisfied with the outcome of this does not mean that there is not such a system in place.

Findings

I find that the fact that it has taken more than 33 months to propose a solution to what should not be an overly complex issue means that the Home Builder has not resolved the complaint in an appropriate time. The Home Builder accepts, in the Defence, that the issue has not been resolved, so the fact that it closed the case in August 2022 demonstrates that its systems had not responded adequately to the complaint. I therefore consider that the Home Builder is in breach of Section 5.1 of the Code.

In terms of remedies, the Home Buyer states that he is unable to quantify the cost of repairing the problem. I am therefore unable to make a financial award. I am also not in a position to know exactly what works are needed in order to ensure that problem is resolved: in other words, that the water overflow that is causing the staining is fixed. However, I note that the Home Builder's efforts to find a solution had, until very recently, stalled. I thus consider that it is necessary to make an order that the Home Builder take reasonable steps to identify and fix the problem that is leading to the staining of the render. However, it is not necessary to order an apology.

Decision

The claim succeeded and the adjudicator awarded that the Home Builder shall take reasonable steps to identify and repair the problem that is causing staining to the render on the Home Buyer's porch.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 2.1, 3.4 and 5.1 of the Code. Specifically, the Home Buyer submits that the Home Builder “*tried to reduce the plot size on the same day [they] were due to exchange contracts*”. The Home Buyer states further that when they initially raised the issue, they were advised that there was “*nothing [the Home Builder could] do about it*”; however, when the Home Buyer advised that they wanted to “*pull out*”, the Home Builder “*apparently managed to resolve*” the issue.

The Home Buyer submits further, however, that they do not believe that the issue has been fully resolved (including with the neighbour) and they submit that as the Home Builder provided “*incorrect pre purchase information*” in relation to this, they are entitled to be refunded the money already paid. The Home Buyer also states that they were never advised that the payments for options/extras were non-refundable and that they experienced poor complaint handling.

Defence

The Home Builder’s position is that it disputes the claim. Specifically, whilst the Home Builder admits that due to a “*genuine error*”, the “*external drawings and site plan*” shown at Reservation “*had not been updated*” in relation to the “*gifted land*” issue, it submits that it had worked with the Home Buyer to find an agreeable solution.

The Home Builder comments further that due to a “*genuine misunderstanding surrounding the legal boundary*”, the Home Buyer saw both correct & incorrect plans at point of reservation”. The Home Builder comments that it made several attempts to resolve the matter but despite this, the the Home Buyer still wished to cancel and as such, the Home Builder states that it communicated its final position, specifically, a partial refund of £6,000.00 (as the Home Builder states that it was unable to cancel some of the pre-purchased items) and that the Home Buyer knew the payment was non-refundable.

Findings

The adjudicator found that the Home Builder breached Sections 1.5, 2.1. as the information provided was not clear and further 3.4 as it had not advised the Home Buyer on how pre-payments were to be dealt with.

The adjudicator further found a breach of 5.1 of the Code given the duration of the complaint and an absence of a resolution.

Decision

The claim succeeded and the adjudicator awarded a payment of £10,970.45 as a refund for the options/extras and the reservation fee. They also awarded £400 in recognition of the inconvenience caused.

Complaint

The Home Buyer's claim is that the Home Builder has breached a requirement of the Consumer Code for Home Builders ("the Code") at Sections 1.3, 1.4, 1.5, 2.1, 2.6, 3.2 and 5.1. The Home Buyer has requested that the Home Builder take some practical action to install adequate heating in the ensuite, or alternatively to compensate the Home Buyer for the cost of carrying out this work themselves, provide compensation for the incorrectly configured ensuite, rental and storage costs, time lost over the period for the works and for distress and inconvenience, in the amount of £15,000.00, and provide an apology.

Defence

The Home Builder's response is that it accepts responsibility for the incorrect reservation agreement (which has since been addressed), accepts that there were cosmetic issues at completion (which have subsequently been addressed). The Home Builder however says that there are no outstanding issues at the Home and says that the Home Buyer has made significant changes within the Home impacting the warranty, but notwithstanding this the 2-year warranty will be honoured covering the additional works the Home Buyer has carried out to the bathroom and offers the amount of £500.00 to draw the matter to a conclusion.

Findings

The Adjudicator found that the Home Builder failed to provide accurate pre-purchase information to help the Home Buyer make suitably informed purchasing decisions, since there was no evidence provided that pre-purchase information as to the fixtures, fittings and contents included in the sale price was supplied, that the Home Builder has breached a requirement of the Code at Sections 2.1, 2.6 and 3.2.

The Adjudicator was unable to find from the information provided that the Home Builder has breached a requirement of Section 1.3 of the Code in relation to customer service before legal completion or that the Home Builder did not have adequately trained staff and thus, was unable to find that the Home Builder has breached a requirement of the Code at Section 1.4. The Adjudicator was also unable to find that the Home Builder did not provide clear and truthful sales and advertising material and was therefore unable to find that the Home Builder has breached a requirement of the Code at Section 1.5.

The Adjudicator found that the customer service has been unsatisfactory, which I find again demonstrates that the Home Builder has breached a requirement of the Code at Section 5.1.

Decision

The claim succeeded in part. The adjudicator directed that the Home Builder shall pay to the Home Buyer the amount of £2,584.00 for the ensuite remedial works, pay to the Home Buyer the amount of £500.00 for the inconvenience caused by the Home Builder and provide the Home Buyer with an apology.

Complaint

The Home Buyer complains that her back garden is waterlogged and not fit for purpose. The grass will not grow and it attracts swarms of flies. She says that she was told on numerous occasions by different people that something would be done but she has not been told what, and nothing has happened.

Defence

The Home Builder says that the garden does need to be investigated to establish whether there is a defect with the garden that is covered by the warranty and it intends to engage proactively with the Home Buyer to establish whether there has been a fault. If action needs to be taken, the Home Builder would be likely to aerate the ground or build a French drain. It would not provide astroturf, which would not resolve the issue and might make it worse. It denies that there has been a breach of the Code.

Findings

The adjudicator found that evidence shows promises to take action that have not been followed up and correspondence that has been missed. Timetables within work to be done have not been adhered to. The evidence indicates that if there were systems and procedures, these have not been applied in the customer's situation and she has not been able to identify a person who has been able to get things done.

The Home Builder is in breach of sections 4.1 and 5.1 of the Code. However, the adjudicator had no jurisdiction to make directions under the warranty or to make decisions as to what snagging work would be required, and correspondingly cannot direct the payment of money to enable snagging or warranty work to be done by a third party.

Decision

The Home Builder was directed to investigate the situation as to the saturation in the Home Buyer's Garden and explain to the Home Buyer in writing and with reasons what, if any, action it intends to take and pay compensation of £500.

Complaint

The Home Buyers complain of a poor finish to the Home with many snagging issues. They say that the aftersales and complaints process was non-functioning and they did not get answers to queries, promised payments and refunds have not been made and promised work has not been carried out.

Defence

The Home Builder says that the Home Buyers have already been provided with compensation of £500.00 in relation to a refund of finishing touches for the flooring and £250.00 has been provided directly by [company name] relating to the flooring and replacement bedroom carpets have been provided. The Home Builder says that it has not previously been asked to make a payment in relation to loss of earnings, but it would have considered this. It again offers an apology in respect of the issues that the Home Buyers have experienced.

Findings

The adjudicator found that the documentation showed that complaints were made about the nonattendance of contractors and for replies when promises to respond had not been kept by the Home Builder. Requests for action were made on many occasions but action was not taken. No escalation of complaints occurred. However, the Home Buyers had been given information about whom to contact and these seemed to have been the correct people and some action was taken. On balance the service was accessible and there was no breach of section 4.1.

In respect of section 5.1, although there was a written complaints handling procedure, it did not enable the Home Buyers to get their service calls and complaints addressed and no timescale was applied to dealing with complaints. There was a breach of section 5.1 of the Code. The Home Buyers showed that they were entitled to redress. The claim succeeded because there was a breach of the Code. An apology had been given and practical action was not needed. The Home Builder was required to explain its intentions for aspects of the development and the Home which were the subject of complaint. Compensation was awarded in respect of items of reimbursement and £500.00 for inconvenience.

Decision

The Home Builder was directed to reimburse costs of £617.95 and pay £500 for inconvenience. They also had to explain to the Home Buyers its intentions in respect of the Home Buyer's complaints of incomplete work regarding the pavement by the Home, the drains and street lighting and in respect of fencing / railing which is otherwise than shown in the brochure and differs from other properties on the development.

Complaint

The Home Buyer submits that the Home Builder has breached sections 4.1 and 5.1 of the Consumer Code for Home Builders but does not state the reasons for the breaches. The Home Buyer has listed alleged defects under section 4 of the application form but defects fall outside the Consumer Code for Home Builders

The Home Buyer sought the Home Builder to 'take some practical action' However, the Home Buyer does not state what practical action is required. Also to pay the Home Buyer £3000 to rectify defects.

Defence

The Home Builder states that 'it is not clear how the Home Buyer has attributed the complaints she has raised to the alleged breaches of the Code' and that 'Responses had been provided to the Home Buyer directly to the referral including a visit to her home, from Premier Guarantee and also via Court proceedings.' The Home Builder also states that 'We have also provided full responses Regionally and have not heard from the Home Buyer directly in some time.'

The Home Builder submits that 'the Home Buyer has not specified the practical action being sought' and regarding the financial claim 'has provided no evidence at all that these sums are incurred or due.'

Findings

The adjudicator found that:

- The Home Builder has not breached any of the requirements under the Consumer Code for Home Builders.
- The reasons given by the Home Buyer are not sufficient to justify the practical action or payment sought.

Decision

The claim did not succeed. The adjudicator directed that no remedies were awarded.

Complaint

The Home Buyer stated that there were several unresolved issues with the property upon taking occupancy. The Home Buyer referred to the fact that these issues had been reported to the Home Builders over the course of several months, the Home Builders had not resolved these issues, are not resolved these issues in a satisfactory manner, and the Home Builders was now seeking to dispute what works it needed to be complete. The Home Buyer also raised concerns regarding the lack of responses received to their complaints, and the lack of resolution that was being offered.

The Home Buyer sought compensation for the inconvenience and distress experienced, and for the Home Builder to complete works pursuant to the outcome of a survey completed at the property.

Defence

The Home Builders acknowledged that there were outstanding issues at the property, however, they denied that it had failed to address these issues with the Home Buyer, and they argued that they had remained response to the complaints received. The Home Builders noted that works were still ongoing, a completion date had been scheduled for earlier in the year, and there was already an agreed list of works that were to be completed at the property.

Findings

The adjudicator found that the issues referred to by the parties would be regarded as snagging issues, and therefore outside of the scope of the scheme.

The adjudicator found that while there was evidence to show that the Home Builder had engaged with the Home Buyer regarding these issues, and plans were put in place to complete works required at the property, the standard of customer service, and complaints handling could have been improved. There were delays in responding to some of the Home Buyer's communication, there was a delay in compiling a scheduled of works following the Home Buyer taking occupancy, and it was not until approximately six months after taking occupancy that a formal plan was put in place, and this was communicated to the Home Buyer. There was evidence of breaches of sections 4.1 and 5.1 of the code, as the communication and complaints handling could have been improved, and this will have caused the Home Buyer a degree of inconvenience

Decision

The claim succeeded in part. An award of £250 was made and the Home Builder was also directly to compile a clear list of the works to be completed, and when it would expect these works to be completed, and to outline to the Home Buyer why it would not agree to the completion of certain works.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because there are a number of outstanding snagging items at the Property that the Home Builder did not rectify. The Home Builder did not handle his complaint properly, including that it did not respond to his complaint and did not provide him with a final response to his complaint.

Defence

The Home Builder submitted that it did not dispute any of the items listed on the Home Buyer's snagging list and it will endeavour to address the items as soon as possible. It had engaged in correspondence with the Home Buyer to arrange dates to carry out the remedial works and it expects all the works to be carried out by third party contractors and completed by no later than 30 June 2023.

Findings

The Adjudicator found that a specific direction for the Home Builder to complete snagging issues at the Property could not be made, because snagging issues fell outside the scope of the Code. The Adjudicator could consider the manner in which the Home Builder handled the Home Buyer's complaint about issues at the Property, within the context of its obligations under Code Sections 4.1 and 5.1. The evidence did not show a breach of Code Section 4.1. The correspondence between the parties showed a reasonable level of response from the Home Builder and showed that attempts were made to provide an after-sales service, including arranging for operatives to attend the Property to progress works. However, the Home Builder breached Code Section 5.1, because it did not resolve the Home Buyer's complaint in full within a reasonable period of time and it did not respond to his correspondence regarding his complaint.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to make reasonable endeavours to resolve the Home Buyer's complaint about issues at the Property in accordance with its obligations under Code Section 5.1 to handle and resolve complaints. These issues were outlined in the list provided within the Home Builder's defence submitted in this dispute.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not resolve her complaints about water ingress into the garage at the Property.

Defence

The Home Builder submitted that the Home Buyer utilised its after-sales service and its complaints process was followed successfully. It found that the water ingress issue was caused by extensive landscaping works carried out at a neighbouring property. It engaged in discussions with the neighbour, and the contractor concerned agreed to carry out remedial works which should resolve the issue of water ingress into the Home Buyer's garage.

Findings

The Adjudicator found that the Home Buyer's complaint raised issues concerning poor workmanship. A specific finding and direction in respect of poor workmanship and snagging issues at the Property could not be made, because workmanship and snagging issues fell outside the scope of the Code. The Adjudicator could consider the manner in which the Home Builder handled the Home Buyer's complaint about water ingress at the Property, within the context of its obligations under Code Sections 4.1 and 5.1.

The evidence did not show that the Home Builder's after-sales service was not accessible, and a breach of Code Section 4.1 was not found. However, the Home Builder breached Code Section 5.1, because there was a delay in the progression of the Home Buyer's complaint, the Home Builder had not shown that it had properly investigated the complaint including the cause of the water ingress, and the Home Builder had agreed to resolve the water ingress issue but it had not resolved the issue.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology, and make reasonable endeavours to ensure that it implements its agreement to resolve the water ingress issue at the Property.

Complaint

The Home Buyer claims that since her purchase of the Property in December 2017, she has had to remedy numerous defects herself, including installing turf, a back gate and a garage side door, which were not present when she moved in. She does not specify which sections of the Code she considers were breached. She asks the Home Builder to apologise and to pay amounts totaling £3,533.02 in respect of alleged defects to the Property as well as loss of earnings and storage.

Defence

The Home Builder denies that it has breached the Code. It does not consider that the alleged matters were in fact defects, and/or says that it has remedied them. It further says that the Home Buyer has not proved her loss.

Findings

The adjudicator considered in particular whether the Home Builder had breached sections 4.1 or 5.1 of the Code. They found that the matters raised were “snags”, which they were not able to consider under the Code.

The Home Builder had demonstrated that they were being dealt with, and the Home Buyer had not shown that the Home Builder had taken an inappropriately long time to do so.

The adjudicator was therefore unable to find that the Home Buyer had demonstrated that the Home Builder had breached the Code in any way. They also found that in respect of the specific sums claimed by the Home Buyer, she had not provided any proof that she incurred these sums or, where she had provided invoices (for example for her storage costs) why she did so.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder breached the Code by not providing a reliable and realistic date for completion, failing to provide the agreed dual heating system, failing to complete the Property's snagging issues within a reasonable period and failing to provide good customer and after-sales service when dealing with the Home Buyer's complaints

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder has provided an accessible after-sales service and tried to resolve the outstanding issues within a reasonable period. The Home Builder has agreed to install the dual control heating system and deal with all the snags within a reasonable timeframe. Furthermore, it has offered the sum of £500.00 to the Home Buyer for any perceived failures in customer service, which has been turned down. Accordingly, the Home Builder considers that it has complied with the Consumer Code for Home Builders.

Findings

The Home Builder has breached Clauses 4.1 and 5.1 of the Consumer Code for Home Builders. The evidence showed repeated chasing emails with little or no action from the Home Builder until the Home Buyer contacted the Home Builder's CEO. Further, the evidence showed evidence shows that the Home Builder failed to respond to the Home Buyer's various correspondence and telephone calls.

The adjudicator was not persuaded that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the defects. The Home Buyer's issues have not been or continue to be addressed by the Home Builder. After reviewing the correspondence and documents in evidence, the adjudicator found the timescale unreasonable.

Decision

The reasons given by the Home Buyer are sufficient to justify the Home Builder pay the Home Buyer the sum of £250.00.

Complaint

The Home Buyer says the Home Builder breached the Code by failing to provide a copy of the Code not providing a copy of the Code and not providing accurate and reliable information about the Code and the various warranties and failing to provide good customer and after-sales service when dealing with the Home Buyer's snagging complaints.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found the evidence did not support the Home Buyer's position and in particular that the Home Builder did not provide accessible after-sales service or that it did not provide specific warranty information when requested.

Further, the evidence shows that the Home Builder was in dialogue with the Home Buyer throughout their dispute. Otherwise, it would not have undertaken various site visits and repairs mentioned in the Home Buyer's application and the Home Builder's correspondence.

Decision

The claim does not succeed. The reasons given by the Home Buyer are insufficient to justify the Home Builder apologise, explain the delays in the snagging process, provide warranty information for the windows and doors, complete any outstanding snagging issues and pay £5,000.00 for the inconvenience and distress incurred.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 3.2, because it changed the August 2022 completion date on short notice and as a result of this change, he incurred additional storage and accommodation costs which he sought to recover in his claim to the scheme. The Home Builder also breached code section 5.1, because its complaints handling process was poor and unresponsive in respect of the complaint he made about a boiler and fridge freezer the Home Builder installed at the Property.

Defence

The Home Builder submitted that it did not provide the Home Buyer with a completion date August 2022. It gave the Home Buyer notice to complete in accordance with the contract, and completion was achieved in September 2022. It apologised to the Home Buyer if it had fallen short of his expectations in its handling of his complaint.

Findings

The adjudicator found that the not support the Home Buyer's complaint that completion had been agreed for the week commencing 22 August 2022 and the adjudicator could not conclude that the Home builder was liable for the cost the Home buyer salts to recover.

However, the Home Builder breached Code Section 5.1, because it did not resolve the Home Buyer's complaint about the boiler and fridge freezer within a reasonable period of time, given the importance of these appliances which were not working for a number of weeks.

Decision

The claim succeeded, and the adjudicator directed the Home Builder to pay the Home Buyer £500.00 in compensation for inconvenience.

Complaint

The Home Buyers complain that the Home Builder failed to supply adequate heat and sound insulation at the Home and, despite a thermal report provided to the Home Builder, the Home Builder has not investigated and rectified this. They ask for practical action and provision of the building construction plans.

Defence

The Home Builder says that it is not in breach of the Code. It provided the Buyers with the necessary information to make a complaint and has responded to the complaint.

Findings

The adjudicator found that the evidence showed that despite the thermal report the complaints made by the Home Buyers had not been investigated or answers given as to why work should not be carried out. This meant that the process provided by the Home Builder was inaccessible and complaints and service calls had not been resolved. The Home Builder was therefore required to investigate the various complaints and explain its position to the Home Buyers in accordance with the requirements of sections 4.1 and 5.1 of the Code.

Decision

The Home Builder was directed to take practical action (limited to a cost or value of £15,000.00).

- a. Assess and Investigate whether the following works are needed at the Home in order to bring the Home to the lawful and expected standard:
 - i. Insulation, including whether insulation is needed between the floors so as to prevent heat loss.
 - ii. Seals at the join of walls and ceilings so as to prevent thermal bypass.
 - iii. Sound insulation so as to prevent passage of excessive noise from the neighbouring property. For the avoidance of doubt, this investigation shall include considering the construction of the party wall and not merely the carrying out of sound testing from the neighbouring property,
- b. Explain to the Home Buyers in writing and with reasons whether or not it intends to undertake further works in respect of the above.
- c. If the Home Builder intends to undertake further works, these shall be explained and a timetable provided.
- d. The works shall be undertaken in accordance with the timetable.

Complaint

- At Reservation the Home Buyer was provided with a Specification document that they believed applied to their intended purchase.
- The Home Buyer says that subsequently they were provided with a different specification that removed thirteen items from the original document.
- The Home Buyer says they paid the sum of £6,425.00 to receive certain of the omitted items and requested the Home Builder to refund this amount. The Home Builder declined to do so.
- The Home Buyer has escalated the dispute to CCHB and requests that the Home Builder be directed to make a financial payment in the sum of £8,848.00. to cover the costs of replacing the thirteen omitted items.

Defence

- The Home Builder says that the Home Buyers purchased the property under a discount scheme and thus the dwelling would be at a lower level of specification.
- The Home Builder acknowledges that at Reservation the Home Buyers were provided with the specification for the full price properties, but it recognised the mistake on the very next day and immediately advised the Home Buyers and provided the correct specification.
- The Home Builder notes that the Home Buyers had a long period whereby they could have withdrawn from the purchase process, but they did not do so.
- The Home Builder says it provided the omitted items to the Home Buyers at a discounted price.
- The Home Builder denies being in breach of the Code.

Findings

The adjudicator found that the Home Buyer's claim succeeds. The adjudicator finds that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of section 2.1 of the Code as alleged. The adjudicator found that Home Builder did not deliberately mislead the Home Buyers and that upon realising the specification mistake it took immediate steps to advise the Home Buyers and provide them with the correct document. The adjudicator was satisfied that the Home Buyers had a reasonable opportunity to withdraw from completing their purchase, but they declined to do so.

Decision

The claim succeeds in respect of a breach of Section 2.1 of the Code, but the financial claim does not stand.

Complaint

The Home Buyer submits that the Home Builder has breached the 'pre-purchase information' section (section 2.1) and 'customer service standards' (section 1.3) of the Consumer Code for Home Builders. The Home Buyer states that the breaches were caused because they were not advised at reservation stage, that the mature trees and bushes opposite their plot would be cut down in order to construct a culvert, and that their plot selection was made based on the view of these trees and bushes.

The Home Buyer sought:

- The Home Builder to take down the pedestrian bridge.
- The Home Builder to reinstate the landscaping (plant more bushes and trees).
- The Home Builder to leave the wooden perimeter fencing in place.
- The Home Builder to pay the Home Buyer £5,000, which is the premium the Home Buyer claims it paid for a plot with privacy and a view of green spaces.
- The Home Builder to pay the Home Buyer £5,000 for the stress and anxiety suffered.
- The Home Builder to apologise to the Home Buyer for not telling them at reservation stage that the trees and bushes would be removed.

Defence

The Home Builder rejected the claim and submitted that 'it has fully complied with the requirements of the Code at all times and confirms that the Home Buyers were made aware, during the sales process, of the scheduled culvert works which required the trees to be removed.' The Home Builder also states that 'its Customer Service team provided the Home Buyers sufficient information regarding the planned changes to the landscaping and removal of trees, which was carried out before legal completion. Therefore, the Home Buyers were provided with sufficient information to allow them to make a suitably informed purchasing decision, as required by the Code.'

Findings

The adjudicator found that, based on the evidence, the drawing showing the Home Buyer's plot with the adjacent culvert in place of the trees was not shown to the Home Buyer at reservation stage. The reservation list included a different drawing reference, which the Home Builder claimed was a typo. Had a typo been identified at that stage and the correct drawing presented, then I would have expected the Reservation Checklist to be updated, but it was not. Therefore, on the balance of probabilities, I find that the Home Builder has breached clauses 1.3 and 2.1

Decision

The claim succeeded. The adjudicator directed that:

- The Home Builder is to ensure that the new trees planted align with the development tree planting drawing where visible from the Home Buyer's property.

- The Home Builder is to leave the wooden perimeter fencing in place to act as a privacy screen for the Home Buyer's property.
- The Home Builder to apologise to the Home Buyer for not telling them at reservation stage that the trees and bushes would be removed.
- The Home Builder to pay the Home Buyer £500 for the inconvenience caused by this situation, and to cover the time that the Home Buyer has spent trying to resolve it.

Complaint

- The Home Buyer, when signing the Reservation Agreement, paid a Reservation Fee of £2,500.00, and upon signing the Contract of Sale he made a further payment equal to 20% of the purchase price of £164,950.00 in the amount of £32,990.00.
- The Home Buyer believes he was misled into signing the contract before securing the necessary finances.
- The Home Buyer says that as he did not complete by the due date the Home Builder retained his deposit,
- The Home Buyer contends that he understood the Code requires all deposits to be refunded should a purchase not go ahead.
- The Home Buyer believes the Home Builder is in breach of Sections 2.6 and 3.4 of the Code.

Defence

- The Home Builder states that the Reservation Fee was returned to the Home Buyer.
- The Home Builder states when the Home Buyer signed the Contract for Sale he was advised of the date for completion and the potential consequences of failing to complete on time.
- The Home Builder says that the Home Buyer did not complete within the stipulated time, and in terms of the Contract of Sale it is permitted to retain the deposit paid.
- The Home Builder denies being in breach of the Code, and does not agree to provide the remedy sought by the Home Buyer.

Findings

The adjudicator found that the Home Buyer's claim does not succeed. The adjudicator found that the Home Buyer has not established on a balance of probabilities that the Home Builder was in breach of some sections of the Code as alleged. The adjudicator found that the Home Buyer entered a Reservation Agreement and a Contract of Sale and paid a separate deposit in respect of each agreement. The adjudicator notes the purchase did not proceed and the Reservation Fee was returned. However, the adjudicator is satisfied that the deposit paid under the Contract of Sale was not refundable if the Home Buyer failed to complete within the stipulated time period. The adjudicator did not find that the deposit is refundable in respect of the Contract of Sale.

Decision

The claim does not succeed.

Complaint

The Home Buyer claims that there have been a vast number of problems with their new home. For example, they refer to the porch being built back to front, there being no radiator in the en suite, missing bricks, the downstairs toilet being wrongly positioned, the radiators downstairs being wrong and needing to be changed, and the upstairs doors being warped so that the Home Buyer had no doors for 9 weeks while they were being replaced. The Home Buyer considers that the failure by the Home Builder to repair these snags, and/or to repair them quickly enough, means that the Home Builder is in breach of Sections 5.1 and 5.2 of the Code.

Defence

The Home Builder denies that it has breached the Code. It says that all issues with the Property have now been remedied. The Home Builder has apologised for the delays that were caused by a member of staff leaving, but confirmed that the remedial works were completed efficiently thereafter.

Findings

It should also be emphasised that “snagging” claims do not fall within the scope of the Scheme. It is clear from the documents provided by the Home Buyer that some of the snags complained of by the Home Buyer were outstanding for some 7 months. However, the Home Buyer now confirms that all of the snags have been signed off.

I note that the remedial works were, to some extent, delayed by the Home Builder’s staffing difficulties. However, the Home Builder apologised for this and, so far as appears from the papers, seems otherwise to have acted reasonably efficiently. Having considered the papers provided by both parties and the timeline set out in the Defence, and taking into account all of the circumstances, I do not consider that the Home Buyer has shown that the Home Builder’s response to their complaints was unreasonable or inappropriate.

I therefore consider that the Home Builder is not in breach of Sections 5.1 or 5.2 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the the design drawings varied by consent did not accurately represent the dishwasher location as installed, and in doing so, the Home Builder has breached Clauses 1.3, 1.5, 2.1 and 5.1 of the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. The working drawings, signed by the Home Buyer, clearly show the potential position for the dishwasher as installed. The dishwasher was supplied and fitted by the Home Buyer after the completion of the Property. There was no formal signed variation to deviate from the original drawings. However, as a gesture of goodwill and at no additional cost to the Home Buyer, the Home Builder supplied additional power to enable the Home Buyer to fit the dishwasher in their preferred location. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that the correspondence provided showed that the Home Builder advised the Home Buyer that the 1000mm corner cupboard would be removed if they wished to install a dishwasher. Further, the Home Buyer wished to install their own dishwasher on the right-hand side of the sink in a space allocated for a 600mm cupboard rather than the left-hand side as shown in the plans. The evidence shows that after discussions with the customer, the Home Builder agreed as a gesture of goodwill to install an additional power socket in the 600mm cupboard space so a dishwasher could be installed.

The adjudicator found that whilst the kitchen layout was not in line with Home Buyer's wishes, they would have been aware that the plans provided at the time of the reservation show that if the Home Buyer wished the company to install a dishwasher, it would be installed on the left side of the sink and the 1000mm cupboard removed. If the Home Buyer wished to install their own dishwasher after completion on the right side of the sink, then no filler panel or cupboard would be provided for the space left on the left-hand side of the sink. As such they found no breach of the Code.

The adjudicator also found that whilst the Home Builder has not resolved the Home Buyer's complaint to their satisfaction, the timescale in responding to the complaint was reasonable.

Decision

The claim does not succeed

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4.1 and 5.1 of the Code. The Home Buyer submits that their complaint relates to their garden, which “*hasn’t been right since day 1*” and that whilst they first raised a complaint about the issue in August 2022, the issue has not been resolved. The Home Buyer specifically complains that the garden was full of debris and promised made by the Home Builder to rectify were not fulfilled.

The Home Buyer states further that they experienced issues with after-sales care and complaint handling and that the after-sales care (via a portal) was not “*very accessible*” and when they first complained about the issue, they were not provided with a formal acknowledgement. The Home Buyer comments further that they have had to chase the Home Builder for responses on a number of occasions and that that the issue has caused them significant stress and inconvenience, that they have spent a lot of time pursuing the matter and that the issues have adversely affected their mental health.

Defence

The Home Builder’s position is that it denies breaching the Code and that “*the topsoil provided met the required specification (including that of the National House Building Council (“NHBC”)).*” The Home Builder comments further that the Home Buyer did not elect to purchase turf as an option and that their “*failure to seed, turf or otherwise landscape the garden has resulted in the topsoil degrading repeatedly over time due to inclement weather conditions, despite [the Home Builder] re-rotavating it on three separate occasions.*”. The Home Builder states further that it has “*attentively responded*” to the Home Buyer’s complaints and that a programme of work was agreed, the topsoil was replaced and a “*final response closing out the complaint*” was issued.

Whilst the Home Builder acknowledges that “*the nature of the works meant that they were restricted by weather conditions and seasonal temperatures*” and that the it “*did encounter a missed appointment from one of its sub contractors which was addressed immediately*”, it submits that an apology was provided at the time.

Findings

The adjudicator found that the Home Buyer was aware of how to report an issue, who to contact and the copy correspondence showed that the Home Builder did take responsibility for the garden issue following the initial complaint and as such, there was no breach of section 4.1 of the Code.

However, the adjudicator found the Home Builder breached Section 5.1 of the Code as it failed to manage the Home Buyer’s expectations and the Home Buyer had to contact the Home Builder on a number of occasions about the issues. Further that proposed timescales for resolution were not always provided and an appointment was missed.

Decision

The claim succeeded and the adjudicator awarded £65 for inconvenience caused.

Complaint

The Home Buyer says the Home Builder sold them as part of the kitchen design a pull-out larder and corner carousel and that the Home Builder failed to install the same within the Property, and in doing so, the Home Builder has breached Clauses 1.5 and 4.1 of the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. The kitchen units have been installed as the agreed and signed drawings. Should the Home Buyer seek a private contractor to install additional kitchen units, the Home Builder's warranty cannot cover these works. Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders.

Findings

The adjudicator found that whilst the kitchen layout is not in line with Home Buyer's wishes, it is the layout that they agreed and had they wanted additional units then this should have been clarified and agreed before the kitchen was installed. The adjudicator found no evidence to suggest that it was agreed that the Home Builder would install either the pull-out larder or the corner carousel and that if the Home Buyer wished to install their own additional units then, as set out in the Home Builder's response, the Home Builder's warranty would not cover these works.

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout the dispute and that while they had not resolved the Home Buyer's complaint to their satisfaction, the timescale was reasonable.

Decision

The claim does not succeed.

Complaint

The Home Buyer says the Home Builder breached the Code by poorly installing the Property's brickwork and gave the incorrect completion date on the certificate of insurance, and in doing so, the Home Builder has breached Clauses 1.5, 2.3, 4.1 and 5.1 of the Consumer Code for Home Builders

Defence

The Home Builders' position is that it has not breached any section of the Code. The structural integrity of the wall is not compromised by the cosmetic finish of the brickwork, and it is not classed as a defect. Furthermore, LABC has issued a cover note and a further insurance certificate for the Property. Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders.

Findings

The adjudicator found the Home Builder's sales and marketing material says that the home warranty start date should be the completion date, but the evidence showed this to have been incorrectly given and therefore a failure to comply with Clause 1.5.

As a result the adjudicator also found that the home builder had failed to provide accurate and reliable information about the home warranty cover and also breached Clause 2.3.

However, the adjudicator found that the Home Builder had provided a reasonable after-sales service and also, whilst the Home Builder had not resolved the Home Buyer's complaints to their satisfaction, they found the timescale in responding to complaints to be reasonable. As such they found there were no breaches of Clauses 4.1 or 5.1 of the Code..

Decision

The claim succeeded in part and the Home Builder was required to apologise, provide the correct completion date to the warranty provider and pay the Home Buyer the sum of £100.00 for inconvenience caused as a result of the breaches found.

Complaint

The Home Buyer stated that two of the bedrooms were excessively cold and he claimed practical action. He said that there was a breach of section 5.2 of the Code.

Defence

The Home Builders denied liability, stating that the Home had met appropriate standards of construction.

Findings

The adjudicator found that there was no evidence of a breach of the Code or that further action was required. Section 5.2 required the Home Builder to cooperate with professionals appointed by the Home Buyer, but in this case the Home Buyer had only presented a report and the question of cooperation did not arise.

The adjudicator found the Home Builder had provided an accessible after-sales service when considering the complaints raised and also provided reasonable responses to the issues raised.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that they were marketed the Property - and proceeded to reserve the Property - on the basis that the Property was a 3 bedroom property and that the Property came with a “cupboard on the landing with a door opening onto the landing”. The Home Buyer comments that the property has not been built in accordance with planning permission granted and building regulations, which show the property as a 2-bedroom house, and the Home Builder has continued to market the property as a 3-bedroom property which is a misrepresentation and false advertisement.

In relation to the cupboard issue, the Home Buyer comments that there is no room for the cupboard because the bathroom has not been built in accordance with the plans. The Home Buyer further adds that the Home Builder is going to dig up the drive and front garden and take land back to build a cycle path as they built the path wrong. She adds that the Home Builder has ignored issues raised and not treated her like a customer.

Defence

The Home Builder submits the Home Buyer has not been misled in any way relating to her home purchase. And that she reserved a 3 bedroom house and received that exact same house type as intended. The Home Builder adds that the property was correctly marketed as and remains a three bedroom home with three usable rooms all able to be used as a bedroom.

The Home Builder adds that the property the Home Buyer purchased is as shown on the plans and does not come with the cupboard to give more accessible space in the bathroom.

As to the cycle path, the Home Buyer is correct that a cycle path is being remedied in front of her home as the ground worker installed it incorrectly, however it does not affect her boundary nor infringe in her use and enjoyment of her front garden.

Findings

Having considered the diagrams, signed reservation agreement and plans, the adjudicator found that the Home Builder did not breach a section of the Code. Further, in relation to the cupboard issue, the adjudicator considered the floor plans and elevations which was signed for as part of the Reservation checklist and which did not show a cupboard. The adjudicator was satisfied there was no breach of the Code.

In relation to the cycle track, the adjudicator found that it did not form part of the Property and could not be considered as part of the Home Buyer’s complaint. Further, that they could not consider disputes in relation to the conveyance of the land or its registered title.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1, because it informed her that it would supply her with a frost free fridge freezer at the Property, but it reneged on its promise. It breached Code Sections 4.1 and 5.1, because it has not addressed concerns she raised regarding fittings in the kitchen and at the Property.

Defence

The Home Builder submitted that the kitchen at the Property was fully fitted and available to view before contracts were exchanged. The Home Buyer viewed the kitchen before contracts were exchanged, but she did not raise any queries on the occasions she viewed the Property. After completion, it made an offer to her in relation to storage units in the kitchen, but she declined its offer.

Findings

The Adjudicator found that the Home Builder had not breached Code Section 2.1, because the evidence did not show that at the pre-purchase stage, the Home Builder had informed the Home Buyer that it would supply her with a frost free freezer. There was also no breach of Code Section 4.1 on the evidence as the Home Buyer was provided with an accessible after-sales service.

However, the Home Builder had breached Code Section 5.1. While the evidence did not show that at the pre-purchase stage the Home Builder had promised to supply the Home Buyer with a frost free fridge freezer, during the course of her complaint raised after completion, the Home Builder had led the Home Buyer to believe that it would supply her with one and had not done so. The Home Builder had also not resolved the Home Buyer's complaint regarding exposed pipework and the height of the kitchen units.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to: implement its agreement to supply and install a frost free fridge freezer at the Property; investigate the Home Buyer's complaint regarding exposed boiler pipework, and kitchen fittings; and provide the Home Buyer with a written response setting out its findings and proposed course of action to resolve the complaint.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 3.2, because the completion of the sale was delayed and on completion, it did not grant her access to a part of the garden that was included in the deeds. It also breached Code Section 4.1, because there are outstanding snagging items at the Property that it had not rectified.

Defence

The Home Builder submitted that it had not breached Code Section 3.2, because it kept the Home Buyer advised at all times of the stages of the construction of the Property and the anticipated legal completion date. With the exception of some minor snagging items, it had completed all the outstanding snagging items at the Property and the remaining works had been scheduled for completion.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about snagging items with reference to its obligations under Code Sections 4.1 and 5.1.

There was no breach of Code Section 4.1 on the evidence. However, the Home Builder breached Code Section 3.2, because it had not provided evidence to support its position that it kept the Home Buyer updated on the progress of the construction and the Adjudicator could not conclude that it provided the Home Buyer with reliable and realistic information about the timing of construction, completion and handover.

The Home Builder also breached Code Section 5.1, because it did not resolve 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 £250.00 in compensation for inconvenience, investigate the Home Buyer's complaint that there are outstanding snagging items at the Property; and provide the Home Buyer with a written response setting out its findings and proposed course of action to resolve the complaint.

Complaint

- Under section 1.4, the Home Buyers do not believe that the initial sales advisor was trained to a proper degree as there were allegedly a few instances of conflicting information.
- Under section 3.2, the Home Buyers assert that they were given a moving in date of Christmas 2019, but the property was not ready until March 2020, resulting in a longer period in rental accommodation.
- Under section 4.1, the Home Buyers provide details on an infestation of 'booklice' which can be caused by moisture in drying plaster. The Home Buyers detail out the advice and attempts by the Home Builder to remove the 'booklice' using dehumidifiers (purchased by the Home Buyers) and pest controller insecticide. However, the problem persists, and the Home Buyers have been advised by the pest control company to use industrial dehumidifiers, which will result in higher electricity bills.

The Home Buyer sought an apology; practical action to resolve the infestation of 'booklice'; payment for the cost of the dehumidifiers and any increased cost of electricity for running dehumidifiers (past and future) and a sum of compensation (unspecified) for inconvenience and the impact on health.

Defence

- Section 1.4 of the Code - the Home Builder states that 'the Customer Care Team and Sales Advisors regularly attend training, face to face, via zoom and eLearning courses. We have a Group Training Department responsible for organising and delivering training, with Regional Training Managers dedicated to each region of the company.'
- Section 3.2 of the Code - the Home Builder states that 'the completion window noted on the reservation form was March- June. The Home Buyers completed their purchase on 19.03.20, which is within the range noted on their reservation form.'
- Section 4.1 of the Code - the Home Builder believes that information on an accessible after-sale service has been provided to the Home Buyers via the 'New Home Demonstration Checklist,' the key release checklist and the 'Persimmon Pledge' on its website. The Home Builder also provides a timeline of actions taken by them in relation to the 'booklice.'

Findings

The adjudicator found no evidence that staff had not been provided with relevant training on the Code and further, that an accessible after-sales service had been provided given the extensive timeline of actions carried out by the Home Builder.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder sold him as part of the house design camera wiring and smart lighting and that the Home Builder failed to install the same within the Property, and in doing so, the Home Builder has breached Clauses 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. There was no contractual agreement to install either camera wiring or smart lighting in the Property. Should the Home Buyer seek a private contractor to install either camera wiring or smart lighting in the Property, the Home Builder cannot cover the costs of these works. Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders

Findings

The adjudicator found no evidence of a contractual agreement for the installation of camera wiring or smart lighting and felt that if this was a requirement the Home Buyer should have ensure his should have clarified and agreed this before the Property was completed.

Decision

The claim did not succeed.

Complaint

- The Home Buyer understood that the specification for the property he purchased included for a centralised ventilation system being installed at the property.
- The Home Buyer says that upon taking possession of the dwelling he found that the centralised ventilation system had not been installed, plus the kitchen ventilation fan was not operable, and the individual units installed in other rooms were noisy.
- The Home Buyer contends that the Home Builder did not respond to complaints within a reasonable time period and on occasions requested that he refrain from “chasing” it.
- The Home Buyer believes that the Home Builder did not provide an efficient after-sales service, and particularly notes the absence of a contact telephone number that necessitated all communication being done by e-mail.
- The Home Buyer believes the Home Builder is in breach of several Sections of the Code.

Defence

- The Home Builder states that its agent did not discuss a centralised ventilation system with the Home Buyer during the viewing.
- The Home Builder states that a central ventilation system was never included in the specification for the Home Buyer’s property. The specifications for the property were available for inspection online and hard copies were available until December 2022.
- The Home Builder contends that the Home Buyer has, on occasions, micro-managed its workers attending the property to effect remedial works and has made numerous referrals to the warranty provider.
- The Home Builder believes the Home Buyer’s claim is malicious.

Findings

The adjudicator found that the specification submitted into evidence did not show the dwelling would be provided with a centralised ventilation system. Consequently, the adjudicator was not satisfied that the evidence established that the Home Builder had mis-sold the property to the Home Buyer.

The adjudicator found that the after-sales service was reasonably accessible to the Home Buyer and that he was made aware of the warranty provider.

The adjudicator did find that the evidence showed a failure by the Home Builder to comply with Section 5.1 of the Code in respect of its complaint handling procedures, and awarded compensation to the Home Buyer.

Decision

The claim succeeds. The adjudicator awarded £500.00 for inconvenience caused and an apology.

Complaint

The Home Buyer submits:

- a. The Property was purchased off plan which showed the kitchen island in alignment with the hallway door, which was where they expected it.
- b. There was no sales brochure.
- c. The location of the island differed to the plan by 0.3m x 0.4m. This reduced the liveable space in the rest of the room and altered the appearance of the room.
- d. Section 2.1 of the Code was breached as the drawing does not match the Property.
- e. Section 3.1 of the code was breached as a revised plan did not show any movement of the island.
- f. The work to move the island to the correct position has been completed at the Home Buyer's cost. These costs are now claimed.

Defence

The Home Builder submits that there was “no building defect with the island unit” and there was no breach of the Code.

Findings

The adjudicator found that the plan did not ‘reliably illustrate’ the layout and appearance, as required under this section of the Code. Consequently, the Home Builder breached section 2.1 of the Code.

Decision

The claim succeeded. The Home Builder was ordered to pay £2,740 for the costs incurred by the Home Buyer for moving the kitchen island to the correct position and provide an apology.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.5 and 2.1, because the landscaping in front of the Property did not match the title deeds or the original marketing material that the Home Builder provided and the Home Builder did not inform the Home Buyer about this discrepancy. The Home Buyer claimed £15,000.00 in compensation for the loss of the value of the Property and for the inconvenience the matter caused the Home Buyer.

Defence

The Home Builder submitted that the issue with the front of the Property arose as a result of human error during the construction process, the area of ownership remains the same and it offered the Home Buyer a number of options to resolve the issue which the Home Buyer declined.

Findings

The Adjudicator found that there was no breach of Code Section 1.5, because the evidence did not indicate that at the time the Home Builder prepared the sales material, including the title deeds, the material was untruthful, neither was there any indication that the Developer did not hold an honest belief that it had constructed the area in question in accordance with the sales material.

However, the Home Builder breached Code Section 2.1 because it ought to have been aware of the error during the pre-purchase stage to ensure that it could fully discharge its obligations under Code Section 2.1 to the Home Buyer.

The Home Builder also breached Code Section 3.1 because there had been a minor alteration in the design of the Property which the Home Builder ought to have been aware of and under the guidance to the Code, it should have notified the Home Buyer about.

A claim for compensation due to a diminution in property value could not be made under the Scheme as such claims are excluded under the Code, but it was appropriate for the Home Builder to pay the Home Buyer compensation for inconvenience and take further action to resolve the issue.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £500.00 in compensation for inconvenience and make reasonable endeavours to resolve the Home Buyer's complaint that the landscaping at the front of the Property does not match the title deeds, subject to the Scheme's compensation limit of £15,000.00 including the £500.00 compensation directed for inconvenience.

Complaint

The Home Buyer says the Home Builder breached the Code as he was not informed that the unenclosed land within the boundary of the Property was to be used by the Home Builder for the life of its show home or that the same land would not be unenclosed due to the need for sight lines for the neighbouring Property's driveway. Furthermore, the Home Builder did not provide good customer and after-sales service when dealing with the Home Buyer's complaint.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder installed the fence in the location as set out in the plans shown to the Home Buyer at the point of reservation. The fence was designed in this way to enable the neighbouring property to see approaching traffic when leaving its driveway. Furthermore, the Home Builder has provided an accessible after-sales service and tried to resolve the outstanding issues within a reasonable period. The Home Builder offers an apology for its miscommunications to the Home Buyer. However, the Home Buyer's current boundary and fence location is correct, and the Home Builder does not intend to move the fence line to any different location. Accordingly, the Home Builder considers that it has complied with the Consumer Code for Home Builders

Findings

The adjudicator found that the plans shown to the Home Buyer at the time of reservation show the boundary line of the Property and the location of the fence, as built. As such, the Home Builder has not failed to comply with Clause 2.1 of the Code.

However the adjudicator found that the Home Builder did not provide the Home Buyer with an accessible after-sales service to her complaint about the fence issues. The correspondence shown in evidence showed confused emails with little or no action from the Home Builder concerning whether a fence would be built to enclose the land and what the land was to be used for by the Home Builder. The Home Builder therefore breached Clause 4.1 of the Code.

Decision

The claim succeeds in part and the adjudicator directed that the Home Builder apologise to the Home Buyer.

Complaint

The Home Buyer says the Home Builder breached the code by not replacing the kitchen unit, radiator cover and damaged floor coverings and providing poor customer and after-sales service when dealing with the Home Buyer's complaints

Defence

The Home Builder has not provided a Defence, within the correspondence, it has said it has come to an agreement with the Home Buyer to fix the outstanding defects in February 2023, and the dispute is now considered settled

Findings

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout their dispute. Otherwise, it would not have undertaken various site visits and repairs mentioned in the Home Buyer's application. Consequently, after carefully reviewing all the evidence put forward by the Home Buyer, the adjudicator found that the Home Builder had provided an accessible after-sales service.

In relation to the complaint handling, the adjudicator found that whilst the Home Builder had not resolved the Home Buyer's complaints to their satisfaction, the timescale to respond to be reasonable and there was no breach of the Code.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.5, 3.2 and 4.1, because it landscaping and road works at the development were not completed in accordance with representations it made in its advertising. It also breached Code Section 5.1, because the Home Buyer needed to contact it a number of times regarding the outstanding works.

Defence

The Home Builder submitted that when the Home Buyer made it aware that landscaping works had not been carried out, it attended the development to make sure the landscaping works were done. It has rectified the issue with the road.

Findings

The Adjudicator found that the Home Builder breached Code Section 3.2, because the landscaping formed parts of the development that served the Property and the evidence did not show that it had explained to the Home Buyer at the time of legal completion that the landscaping works were outstanding.

The Home Builder also breached Code Section 5.1, because it did not resolve the Home Buyer's complaint within a reasonable period of time. The Home Buyer had first complained to the Home Builder in May 2021 and the correspondence showed that she contacted the Home Builder a number of times from May 2021 through to late 2022 to progress resolution of her complaint. This caused the Home Buyer inconvenience and the Home Buyer was entitled to compensation for inconvenience.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £200.00 in compensation for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached Section 5.1 of the Code. Specifically, the Home Buyer states that during the Home Builder's "attempts to rectify an issue with the external render, the property was further damaged" and the Home Builder has "now refused to rectify the issue". The Home Buyer comments further that the issue has caused them a lot of stress and the dispute has been "time consuming and we have been left with a property that is now damaged".

The Home Buyer requests that the Home Builder provide an apology, and take practical action to be rectify the Property to the condition that it was in before the scaffold damaged it. Failing this the Home Buyer asked to be compensated the costs so they can pay for an external building company to rectify it.

Defence

The Home Builder's position is that it denies breaching the Code. Specifically, the Home Builder states it has at all times replied to the Home Buyer's concerns about the render; adding that a plastic surgeon has attended and carried out work on the home. The Home Builder believes the areas in question have been repaired and there is no need to remove/paint the areas in question.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code in relation to complaint handling. This was because, to date, they had declined to rectify the issue in relation to the render. The adjudicator was further persuaded that the Home Builder had failed to deal with the Home Buyer's complaint within a reasonable timeframe.

Decision

The claim succeeded (in part). The adjudicator directed the Home Builder should make reasonable endeavours to rectify the external render issues and provide the Home Buyer with an estimated timescale for completion of works. If the Home Builder cannot/will not carry out the works, the adjudicator directed the Home Builder to pay the Home Buyer £4896.00 in lieu of the works. They also directed an apology be provided to the Home Buyer.

Complaint

The Home Buyer says the Home Builder breached the Code by providing poor customer and after-sales service when dealing with the Home Buyer's complaints concerning snagging issues at the Property.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that that the Home Builder was in dialogue with the Home Buyer throughout his dispute, otherwise it would not have undertaken the various site visits and repairs mentioned in the Home Buyer's application and the Home Builder's correspondence. Consequently, the adjudicator found that the Home Builder provided an accessible after-sales service.

While the Home Builder agreed that it could have been quicker to resolve the Home Buyer's post-completion works, and it recognised that some of its customers did experience delays in snagging works being closed out, predominately due to staff changes on the development which were outside of its direct control, the adjudicator found overall that that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

Furthermore, whilst the Home Builder has not resolved the Home Buyer's complaints to his satisfaction the adjudicator found, after reviewing the correspondence and documents put forward in evidence, including the Home Builder's staff delays, to be reasonable. The adjudicator found that where there had been delays, the Home Builder had provided adequate compensation in the form of works to the Home Buyer's door as recompense.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home did not meet the description in the sale materials in relation to the alarms to be installed in the upper terraces of their townhouse and the Builder failed to deal adequately with snagging in respect of their wooden floor.

Defence

The Home Builders denied liability, on the basis that the Builder's statement relating to the alarms was in a brochure that was said to be indicative and subject to change and because the complaint about the flooring had not been raised in time.

Findings

The adjudicator found that the claims in respect of the alarms did not succeed.

In relation to the flooring, the Home Builders had, by their words and actions, accepted responsibility for the state of the flooring. However, the parties were not in agreement as to what had been required and the Home Builder had therefore denied liability altogether. No or no adequate systems and procedures had been put in place for dealing with (including resolving) complaints and a proposal to utilise an independent expert had been withdrawn because the Home Buyer wanted reassurances as to independence.

As an adjudicator under this Scheme cannot make decisions about snagging issues, practical actions to put this situation right would involve the Home Builder instructing an independent building surveyor (as had previously been proposed) to inspect the floor and provide a written report, and sharing of the content with the Home Buyers.

Throughout the case, the adjudicator found several breaches of the Code relating to sections 1.1 (a failure to adopt the Code); 1.2 (a failure to make the Code available); 1.4 (a failure to have adequately trained staff), 4.1 (a failure to have an accessible after-sales service) and 5.1 (a failure to have a suitable system and procedures for dealing with complaints).

Decision

The claim succeeded. The Home Builder was directed:

a). To instruct an independent building surveyor to inspect the floor and provide a written report, the content of which shall be shared by the Home Builder with the Home Buyers. The letter of instruction to the surveyor shall detail each party's position and include a request for the surveyor's findings on the condition of the floor and recommendations for any remedial work. The surveyor shall also be provided with a copy of the Final Decision in this matter.

b. If the Home Buyers indicated (via CEDR) that they wish to participate in this process, the Home Builder shall permit them to do so on the basis that the surveyor's fee is shared equally and the letter of instruction is on agreed terms.

c. To pay compensation of £500.

Complaint

The Home Buyer stated that the flooring of the Home suffered from defects which has not been properly rectified by the Home Builder. The Home Buyer also referred to further defects found in relation to a fire door and water ingress to a garage. The Home Buyer also alleged that the level of customer service provided had been unsatisfactory and the Home Builder had failed to address the Home Buyer's complaints or rectify the issues.

The Home Buyer sought £15,000.00 for the cost of making good the flooring.

Defence

The Home Builders denied liability, on the basis that they had been in contact throughout the process, had thoroughly investigated the issues and completed repairs to bring about a good condition.

Findings

The adjudicator found that the Home Builder had addressed the Home Buyer's complaints and could not determine that further works were required. The adjudicator found that the Home Builder had initially furnished the warranty provider with a defective survey regarding the flooring, which led to the warranty provider closing their claim, leading to the Home Buyer suffering delays in having the issues remedied.

The adjudicator found that the Home Builder had breached sections 4.1 and 5.1 of the Code by failing to provide adequate after sales care and complaint handling in respect of their dealings with the warranty provider and their failure to complete a further survey which might have accurately described the defect.

Decision

The claim succeeded. The Home Buyer incurred a cost of £1,947.30 in instructing a surveyor to assess the flooring to enable the warranty provider to reopen their claim, and the adjudicator found that the Home Builder should cover this cost as they should have arranged the survey. The adjudicator further directed the Home Builders to pay the Home Buyer £200.00 for the inconvenience caused.

Complaint

The Home Buyer complained that the first floor of his Home was noisy, and the flooring cracked and creaked. The Home Builder had promised to repair this, but after several failed attempts, said that it would not do so. He complains of a breach of sections 4.1 and 5.1 of the Code.

Defence

The Home Builder said that the it had investigated the complaint, including at director level, which was consistent with its complaints process. It had decided that it would take no further action because the level of noise was not excessive and was within normal tolerances. It submitted the complaint to the NHBC for a decision, which had not found the noise to be excessive. The Home Builder submitted that the adjudicator could not address questions of snagging.

Findings

The adjudicator found that the Code does not address snagging or issues associated with quality of construction, but an adjudicator can consider whether there has been a breach of the Code, especially sections 4.1 and 5.1.

Having done so, the adjudicator concluded that action had been taken to try to reduce the level of noise. The fact that the Home Builder was not prepared to take further action did not indicate a breach of sections 4.1 or 5.1 of the Code. The issues had been considered at director level, consistently with escalation through the Home Builder's complaints process and had been submitted for final resolution by NHBC which had not found the noise level to be excessive.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder breached the Code by providing insufficient pre-purchase information, as the plans being supplied at the time of purchase were inadequate due to the location children's play area was indecipherable. Had the Home Buyer been aware of the location of the children's play area, they would not have proceeded with the purchase.

Furthermore, since the purchase of the Property, the Home Buyer has experienced intrusive noise and disruption due to continued construction beyond any reasonable expectation.

Defence

The Home Builder's position is that it has not breached any section of the Code. The ownership of the neighbouring development on which the children's play area is located had not been established at the time of the Home Buyer's purchase of the Property, and the Home Builder provided the information it had available at the time.

Furthermore, the decisions on the location of the children's play area and its nature were ultimately a matter for the Council to decide. Regarding the intrusive noise and disruption, the Home Buyer has implemented measures to mitigate the impact of the neighbouring works. Accordingly, no sums or actions are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that prior to completion on the Home, there were no confirmed details as to what may be permitted regarding the children's play area and its location and that ultimately it was for the local authority planning department to determine.

On considering the various plans and planning permission during the course of the complaint the adjudicator determined there had been no breaches of sections 1.5 or 2.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 2.1, because it did not inform her about the slope in the garden at the pre-purchase stage. The garden at the Property is also swampy.

Its sales agent signed a sales document on her behalf without her consent.

It breached Code Section 5.1, because it did not respond to her complaint.

Defence

The Home Builder submitted that it provided the Home Buyer with all the pre-purchase information recommended in the Code, including showing the Home Buyer various site plans and drawings when she viewed the show home. The sales document in question is an accurate record of what was discussed with the Home Buyer and shown to her during the viewing meeting. Drawings shown and discussed at the viewing meeting were noted on the sales document during the meeting.

It intended to send a copy of the document to the Home Buyer after the meeting, but due to an oversight the email was not sent therefore its sales agent simply recorded the Home Buyer's names on the Document to record that she and the other buyer were present at the meeting.

The levels drawing shown to the Home Buyer during the viewing meeting showed an incline of 0.5m from the front to the rear boundaries, which refutes her allegation.

It is dealing with the Home Buyer's complaint that the garden is waterlogged and the matter has been referred to the NHBC by the Home Buyer.

Findings

The Adjudicator found that the Home Buyer's submission that the Home Builder's agent informed her that the garden at the Property would have a slight incline indicates that she had been informed that there would be an incline to the garden.

The evidence as between the parties was finely balanced, and the Adjudicator did not consider that there was sufficient evidence on which to disregard the Home Builder's submission that the sales document was an accurate record of the information that the Home Buyer was shown at the meeting. The Adjudicator concluded on the balance of probabilities, that the Home Buyer was shown the levels drawing and having shown the Home Buyer the levels drawing at the journey meeting, the Home Builder had informed the Home Buyer about the incline on the site and had met the minimum requirement under Code Section 2.1.

However, the Adjudicator found that the Home Builder breached Code Section 1.3, because it ought to have ensured that it sent the document to the Home Buyer and that the Home Buyer signed the Document herself rather than completing the signature section of the Document on her behalf. This is particularly given that there is no evidence that the Home Buyer gave the Home Builder her consent to type her names in the section of the document provided for her signature. This amounts to poor customer service at the pre- purchase stage and a breach of Code Section 1.3.

The breach of Section 1.3 on the facts of the case undermined the information provision and consumer protection commitments underlying the Code.

The Home Builder also breached Code Section 5.1, because there was no evidence that it responded to the complaint that the Home Buyer raised in November 2022.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £500.00 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 that the front of their property, the land they own (the drive and the section of hedging/bark to the side), was not in a straight line as shown on the plans. The Home Buyer adds they wanted to know exactly where the boundary was so that they could have a path installed correctly and the way the Home Builder landscaped theirs and their neighbours' gardens made it appear that the neighbours owned what was actually their land.

Further, the Home Buyers submit that during this dispute, they noticed that the fence installed by the Home Builder in the rear garden was not in line with the boundary line which is why they always wondered why the path at the side of their house (the only entrance to the back garden) was so tight compared to all the other houses on the estate.

The Home Buyers add that after 15 months of hundreds of calls and emails from us chasing this, the Home Builder say they are not moving the fence due to the location of the manhole in the neighbours garden and about a 1m garden boundary rule which was never mentioned before.

The Home Buyers state that the advertising material they were given such as the Reservation Agreement, boundary plans etc. make no mention of such rules and only show the red boundary line and they believe they are not clear and truthful as per the Consumer Code.

In relation to Sections 4.1 and 5.1 of the Code, the Home Buyer states: The length of time this process has taken has been unacceptable. They add they have had to chase matters up regularly and it has been passed to numerous members of staff to deal with.

Defence

The Home Builder's position is that it disputes the claim and disputes that it breached a Section of the Code albeit "*acknowledges the discrepancy in the position of the fence line at the Applicants' Property*". Specifically, the Home Builder explains: "*It is recognised that the fence cannot be positioned due to the neighbour's consent* (which, the Home Builder submits, has been withheld) and the manhole works (which, the Home Builder submits, would be "*disproportionately expensive in any event*)".

The Home Builder comments further: "*The Applicants' assertion and knowledge that the boundary structure does not always depict the legal boundary and the plans for [their] Property were created on the basis of 'general boundaries'*" is not information required to be disclosed by the Respondent to its customers and that this rule should have been set out to the Applicants' by their Solicitors during the house buying process.

The Home Builder comments further that it has “*investigated matters extensively and have assessed many solutions*”.

Findings

The adjudicator found that the Reservation Agreement (and previously provided sales and marketing material) must be sufficient so as to be able to help the Home Buyer make suitably informed purchasing decisions. The adjudicator noted that the Home Builder admitted that a “discrepancy in the position of the fence line at the Applicants’ Property” was found and that the fence line was not in the position shown in the plans signed for at Reservation. The adjudicator considered further that the position of a fence line (and its potential implications) would, naturally, be of significant importance to a buyer when they make informed pre-purchase decisions. The adjudicator found that the plan, Reservation Agreement and copy correspondence/admission of the Home Builder all indicate that the Home Builder did not provide enough pre-purchase information to help the Home Buyer make a suitably informed purchasing decision and some of what was provided was inaccurate and not reliable. This was a breach of Section 2.1 of the Code.

The adjudicator further found that the Home Builder did have an after-sales service in place and did engage with the Home Buyer in relation to who to contact and so did not breach Section 4.1 of the Code.

However, the adjudicator found a breach of Section 5.1 of the Code and was drawn to the duration of the complaint and the absence of a resolution to date. The adjudicator found the Home Builder did not always provide a proposed timescale for the resolution of the complaints and whilst they acknowledged that the technical nature of some elements of the dispute and the involvement of a third-party were outside the reasonable control of the Home Builder, overall, there were delays and issues providing timescales for resolution.

Decision

The claim succeeded (in part) and the adjudicator awarded £500 for inconvenience.

Complaint

The Home Buyer complains that the Home Builder has failed to maintain the grass footpaths/verges as stipulated in the contract of sale and that they have only occasionally cut the grass, with there being no regular maintenance.

The Home Buyer says the failure to do so, and to respond to his complaints about such matters means the Home Builder has breached section 4.1 by not providing an accessible after-sales service and section 5.1 by failing to deal with his complaints.

Defence

The Home Builder denies breaching the Code but does acknowledge that more practical steps need to be taken to improve the maintenance of the public open spaces. They set out what those steps would be and that a review of the frequency will take place for the winter months until the area is adopted as planned by the local authority.

Findings

The adjudicator found that that when the Home Buyer contacted the Home Builder, he was offered reassurances about what would happen but that the indicated works were not then carried out. The adjudicator found that this was not “resolution” of a service call or complaint and does not amount to accessible after-sales provision. As such, they found there had been breaches of sections 4.1 and 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to take practical action to instruct its contractor responsible for cutting the grass to mow the grass on the footpath / verge on a fortnightly basis, commencing as soon as reasonably required in the Spring of each year and continuing until the Winter months. They were also directed to inform the Home Buyer in writing that this instruction had been passed on to its contractor.

Complaint

The Home Buyer submits that the surface repair to the countertop by a contractor failed due to poor workmanship; there was damage to existing flooring in the hallway following repairs, due to poor workmanship; “micro crackling” to upstairs bedrooms and bathrooms has not been resolved; the bath is “dropped” and there is a “loud creaking bathroom” and the failed replacement to the front door continues to cause issues. The Home Buyer further asserts that the Home Builder does not investigate reported issues and complaints are investigated by the same staff the complaint is against.

Defence

The Home Builder submits that it offered to replace the worktop or cover the Home Buyer’s costs in doing so; to cover the cost of replacing the flooring on receipt of quotes from the Home Buyer and to inspect the micro cracking to the landing and the creaking in the bathroom. They add that the front door was replaced and adjusted and the issue is now resolved. The Home Builder adds that it closed issues when they were completed; however, there was no evidence to support this and so issues were reopened on request from the Home Buyer as necessary, and training issued to ensure this does not happen again. Further, its complaints policy is provided to all customers. An independent review of the complaint was conducted for fairness and impartiality and that the Home Buyer’s vulnerabilities were recorded.

Findings

It is not disputed there post completion defects at the Property. In consideration of the communications between the parties, the adjudicator was persuaded that the aftersales service was made accessible by the Home Builder and that the Home Buyer was aware of who to contact at the Home Builder in relation to this service. In relation to deciding on defects, the adjudicator did not find there to be any breach of section 4.1 of the Code.

While the Home Builder responded to the general concerns, it did not respond to the specific issues reported by the Home Buyer. The Home Buyer indicated they were made to feel discriminated against by a member of staff. It was not appropriate for Home Builder to say it treats customers fairly without investigating the complaint or commenting on what was said. As a result, the Home Builder did not deal with the Home Buyer’s complaint, as it did not issue a reasonable and full response. This constituted a breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to formally apologise for the failings identified in this decision, explain why it did not fully address the concerns raised in relation to discrimination and explain how it will investigate such reports in the future and pay £250.00 compensation for inconvenience, further to any amount already paid to the Home Buyer.

Complaint

The Home Buyer stated that the Home Builder failed to address numerous complaints regarding the condition of the Home, ignored emails, did not sufficiently train staff, did not provide information as required by the code and harassed the Home Buyer.

The Home Buyer sought £15,000.00 for their expenses and an apology.

Defence

The Home Builders denied liability, on the basis that the Home Buyer has had a number of customer care appointments, and the Home Buyer's claim to the warranty provider was being investigated. It denied a breach of the Code.

Findings

The adjudicator found that snagging issues were outside of scope and therefore no award could be made in respect of repairs. The adjudicator found that the Home Builder had not provided evidence of adequate staff training, evidence that a list of contents, reservation agreement or any explanation of the home warranty cover were provided. The adjudicator found that the Home Builder did not respond to numerous emails, did not attend and after care appointment, and did not deal with the Home Buyer's complaints in a professional manner.

The adjudicator found that the Home Builder had breached sections 1.4, 2.1, 2.3, 2.6, 4.1 and 5.1 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builders to pay the Home Buyer £350.00 for the inconvenience caused and provide a written apology.

Complaint

The Home Buyer says the Home Builder never gave proper advice on how to use the MVHR unit installed in the Property, and in doing so, the Home Builder has breached Clauses 4.1 and 5.1 of the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. As the home demonstration was during the COVID period, the Home Builder provided an augmented reality home demonstration in October 2021 as it deemed it unsafe to engage in a face-to-face home demonstration. This demonstration which took 1 hour and 52 minutes, included using the MVHR unit installed within the Property. A further demonstration of the MVHR unit was given on 17 January 2022.

Concerning the servicing of the MVHR, this is the Home Buyer's responsibility as it is a maintenance cost, not a defect. The Home Builder does not recommend workmen to its Home Buyers. However, as a gesture of goodwill, it contacted the MVHR manufacturer to ask for service agent details which it passed on to the Home Buyer. The Home Builder's policy is not to provide an MVHR test completion certificate. However, there is a sticker on the unit with the date it was tested and that it passed.

Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders.

Findings

The adjudicator found that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the MVHR issues and defects.

Furthermore, whilst the Home Builder had not resolved the Home Buyer's complaints to his satisfaction, the adjudicator found the timescale to be reasonable and that the Home Builder has apologised in its dialogue where it has not responded promptly to the Home Buyer's questions.

The adjudicator was therefore satisfied that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that:

1. The bathtub fitted in the Property is defective. This was because his foot went through it when he stepped into it.
2. He was informed by the Home Builder that it would cover any defects arising for a period of two years.
3. This defect should be covered under the warranty period. The Home Builder should replace the defective bathtub.

Defence

The Home Builder submits that:

1. No defects with the bathtub were identified on the date of handover.
2. The time elapsed between handover and the incident meant it was unlikely the damage could be attributed to its workmanship.

Findings

The adjudicator found that the after-sales service was made accessible by the Home Builder and that the Home Buyer was aware of who to contact at the Home Builder in relation to this service.

Furthermore, the adjudicator found no breach of section 5.1 of the Code as the Home Builder demonstrated a system for handling and resolving complaints.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached section 4.1 of the Consumer Code for Home Builders for failing to 'offer after care service and provide an agreeable repair to the damage they have caused to the driveway' and further that the Home Builder has breached section 5.1 of the Consumer Code for Home Builders as they have 'ignored various areas of my complaint and washed their hands of the issue.'

The Home Buyer sought for the Home Builder to resurface the entire driveway to fix the diesel staining and damage and to pay them £3500. The Home Buyer also sought a written apology.

Defence

The Home Builder stated that the Home Buyer has been able to access the aftercare available and has been provided with replies which have attempted to resolve their complaint. They add that there is no requirement for a full drive replacement and that at no point has any member of the Home Builder's company implied explicitly or otherwise that the Home Buyer was responsible for the diesel spillages.'

Findings

The adjudicator found from the correspondence presented by both sides that the Home Builder had an accessible after-sale service. Complaints were responded to within a reasonable timeframe and after the Home Buyer stated that they were willing to "compromise on the whole driveway and suggest re-surfacing just my driveway (half of shared drive)" the Home Builder agreed to this course of action in its letter.

Further, the Home Builder has in place, a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints. Complaints were responded to within a reasonable timeframe.

Decision

The claim did not succeed.

Complaint

The Home Buyer complained that at the point of completion there was a fault in the front door. He says that there were numerous failed appointments and poor communication and customer service. He says that to try to resolve this issue, 82 emails have passed between the parties, there have been 4 measurement visits, 3 unsuccessful attempted fittings, 2 personally funded quotations, countless telephone conversations and the matter took 2 years, 2 months and 27 days to resolve.

Defence

The Home Builder said that it had investigated and resolved all complaints since 2022. The Builder denied breaches of the Code.

Findings

The adjudicator found that the Buyer had been complaining about his front door from 4 December 2020. It was sticking and causing damp. The evidence showed that the Home Builder had delegated compliance with its repairing obligations to its contractor and the Home Builder did not monitor the position or ensure that the door was replaced within a reasonable time. Because of the delegation, the Buyer was powerless to improve the level of service and the aftersales service was inaccessible in breach of section 4.1 of the Code.

Moreover, in respect of section 5.1 of the Code the Home Builder did not provide its services within a reasonable time and also refused to pay compensation for damage that resulted in delay in resolving the problem with the door. As this was a loss that was caused by a breach of the Code, the Home Builder should have considered the claim rather than stating that this was a type of compensation that would not be covered.

Decision

The claim succeeded and the Home Builder was directed to pay £216.77 for the reimbursement of repair costs and £500 for inconvenience suffered.

Complaint

The Home Buyer complained that changes to the Home from the initial plans meant that it had been constructed otherwise than in accordance with planning permission and there were various defects and / or failure to meet the specification. He wanted a cupboard door provided in accordance with the description in the brochure, alterations to the rear garden levels and rear fence which should have been in accordance with the sales reservation, the drainage to be amended that it complied with the approved drawing produced by the designers and the kitchen lights to be in accordance with the Reservation drawings so that the Home Buyer can use the lights as they were intended.

Defence

The Home Builder said that it had investigated and resolved all complaints. It did not agree that it should rectify the matters complained of and denied breaches of the Code.

Findings

The adjudicator found that there was a breach of section 1.5 of the Code because the reference in the brochure to “all doors” being Newark style was not intended at the time to refer to the cupboard door and therefore could reasonably be understood to include the landing cupboard, even if this needed to be cut down in size and shape. The brochure was therefore misleading.

As for the garden, although the adjudicator could not direct this work because it was either snagging or fell within the NHBC warranty as a construction issue, the adjudicator found that a reasonable timescale had not been applied and the Buyer had suffered inconvenience by a need repeatedly to correspond with the Home Builder about this.

Decision

The claim succeeded and the Home Builder was directed to pay £250 for the door and £100 for inconvenience suffered.

Complaint

The Home Buyer complained that he raised the following issues with the Home Builder by way of service calls and complaints. On the day of handover only one key was provided. There were problems with the pointing to the stonework, the bathroom fan, the guttering, an aluminum rail, the lounge windows, the carbon monoxide monitor and gaps under the doors, the kitchen units, a shower tray and the gradient in his garden.

The Home Buyer also complains of mis-selling. He says that the literature with which he was provided said that there would be a utility cupboard and an extra BT phone line socket in the bedroom. The Home Builder also said that it provided a high standard of after-care which is not the case. There was no utility cupboard and the BT socket was obsolete. The Home Builder is said to have taken an inordinate time to replace the shower screen. He says that delay in completion meant that he had to live in a caravan and this caused wasted costs and health problems,

Defence

The Home Builder said with the exception of mis-selling, all these complaints were about the completion of snagging, which was outside the scope of the Code.

Findings

The adjudicator found that the Code does not address snagging or issues associated with quality of construction, but an adjudicator can consider whether there has been a breach of the Code, especially sections 4.1 and 5.1. The adjudicator therefore could not make decisions as to the adequacy or otherwise of the items said to be defective.

The adjudicator found that the after-sales service had not been accessible, however, because when a complaint was made, e.g. about lack of keys, this took an inordinate length of time to resolve. Even if the Buyer should have used the after sales email address given in the handover literature rather than the sales agent as the Home Builder suggests, a suitably trained sales agent should have redirected the Home Buyer.

Moreover, the timetable for resolving the complaints was not disclosed to the Home Buyer and was very lengthy. Taking into account the Guidance, this was a breach of section 5.1 of the Code. As for mis-selling, notably, the sales literature referred the Home Buyer to a different Code that would have addressed issues of snagging within its adjudication Scheme. The Buyer was entitled to the maximum possible sum for inconvenience.

Decision

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

Complaint

The Home Buyer submits she complained to the Home Builder numerous times, following completion, in relation to a series of defects at the Property.

Defence

The Home Builder has not submitted a defence, nor has it commented on the Application.

Findings

The Home Buyer refers to reports of defects that she made to the Home Builder. This was not disputed. It is evident the Home Buyer did have a point of contact, or a contact number for the Home Builder post completion. However, the Home Buyer asserts the Home Builder was not responsive to these reports. Part of the requirement under this section of the Code is for after sales service to be 'accessible'. There is no evidence to show the after sales service was accessible for the Home Buyer. This constituted a breach of section 4.1 of the Code.

While it is outside of the adjudicator's remit to decide on any of the issues of the defects raised by the Home Buyer, the adjudicator found the Home Builder had not explained how it dealt with the complaint, nor provided evidence of any appropriate remedy and had chosen not to submit a defence.

Therefore, the adjudicator found the Home Builder had not complied with the requirements under section 5.1 and to therefore be in breach of the Code

Decision

The claim succeeded. The Home Builder was directed to:

1. Formally apologise for the breaches of sections 4.1 and 5.1 of the Code.
2. Explain how these breaches occurred.
3. Explain how it will approach the Home Buyer's reports and concerns going forward.
4. Pay the sum of £500.00 for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 3.2, because it did not provide her with reliable and realistic information on which to base her decisions. She incurred financial loss due to the breach, including expenditure on short term accommodation. The Home Builder's complaints procedure was also poor.

Defence

The Home Builder submitted that the construction of the Property was delayed due to problems outside its control, including the shortage of materials and contractors affecting the construction industry. The information that it provided the Home Buyer regarding the anticipated build dates was honest and realistic at the time it was given.

Following legal completion in November 2022, it acknowledged that the Home Buyer had found the delays inconveniencing and distressing, and as a gesture of goodwill it contributed to the Home Buyer's storage and removal costs. The Home Buyer had independent legal representation throughout the process and despite being entitled to terminate the contract, she did not do so.

Findings

The Adjudicator found that the Home Builder had provided a reasonable response to the Home Buyer's complaint and it had responded to her complaint within a reasonable period of time. The Adjudicator did not find a breach of Code Section 5.1.

However, the Home Builder breached Code Section 3.2. The Adjudicator acknowledged the impact that matters outside the Home Builder's control had on the construction schedule. However, given the expectation outlined in the Code that certainty would increase as the construction approached completion, the Adjudicator found on the evidence that the Home Builder did not provide the Home Buyer with reliable and realistic information about the completion of the Property.

The Home Builder informed the Home Buyer the day before she was meant to move into the Property in September 2022 that completion would not take place that day and she needed to extend her temporary accommodation on short notice and at a high rate. The evidence did not show that the Home Builder explained the reasons for the delay to the advised completion dates in September 2022 and October 2022.

It was also not evident that the Home Builder responded to the Home Buyer's query as to whether the September 2022 completion date was realistic given the build stage at the time. The Home Buyer needed to extend her temporary accommodation for short periods of time in accordance with the anticipated completion dates the Home Builder was providing to her (which the Home Builder was aware of).

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology for the inconvenience that it caused her and pay ££6,588.72 in compensation as reimbursement of some of the costs that the Home Buyer incurred on temporary accommodation.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 1.2 and 2.1, because it did not provide them with a copy of the Code with the Reservation Agreement, nor an explanation of the Home Warranty cover.

The Home Builder had agreed to extend the Reservation Exclusivity Period indefinitely, but the Reservation Agreement contained a provision which permitted it to terminate the Reservation during the Exclusivity Period which is in breach of Code Section 2.6. The Home Builder terminated the Reservation in breach of the Code, which caused them significant financial loss of at least £15,000.00.

Defence

The Home Builder submitted that the Code did not apply to the dispute and CEDR did not have the jurisdiction to determine the dispute, because at the time that the Reservation Agreement was issued in December 2020, the warranty provider for the development was not confirmed and it had not signed up to the Code.

In relation to the substantive issues in the dispute, its right to terminate the Reservation Agreement was provided in the Reservation Agreement. The Home Buyers were aware of its right to terminate the Agreement with immediate effect for no reason at any time, regardless of whether the parties were within the Exclusivity Period or not. It did not extend the Exclusivity Period indefinitely. There was no particular time period specified for the extension to the Exclusivity Period, therefore the Exclusivity Period had been extended for a reasonable period of time, that is to the latest of the end of the third quarter of 2021. It formally terminated the Agreement on or by 27 January 2022, which was outside the Exclusivity Period.

Findings

The Adjudicator found that the dispute fell within the scope of the Scheme. Part one of the Code states that: *“The Consumer Code came into force on 1 April 2010. This edition applies to all Reservations signed on or after 1 April 2017. It sets mandatory Requirements that all Home Builders must meet in their marketing and selling of Homes and their after-sales customer service.”* The Code applied to the Reservation Agreement, because the Reservation Agreement was signed on 3 December 2020 which is after 1 April 2017.

The Home Builder signed up to the Code in April 2021 which means that the Home Builder was a Home Builder for the purposes of the Code from April 2021 and from April 2021 at the latest, the Home Builder was required to comply with the mandatory Requirements of the Code.

Code Section 1.2 requires that a copy of the Code must be provided at the time of the Reservation, but Code Section 1.2 does not expressly state that the Code must be provided to Home Buyers only at the time of Reservation. The Home Builder breached Code Section

1.2 because following its registration with the Code in April 2021, it did not provide the Home Buyers with a copy of the Code.

However, the Home Builder did not breach Code Section 2.1 in the alleged lack of provision of information about the home warranty cover. While at the Reservation stage, the details of the warranty provider for the Property had not been finalised, the Home Builder subsequently (a few months after the Reservation and during the pre-purchase stage) issued the Home Buyer with the draft sales contract and it confirmed in the contract that Premier Guarantee was the warranty provider for the Property.

There was also no breach of Code Section 2.6 on the evidence. Having signed the Reservation Agreement, the Home Buyers had agreed to the terms regarding termination, including the term that the Home Builder could cancel the Reservation with immediate effect by written notice to the Home Buyers at any time during or after the end of the Exclusivity Period. The Adjudicator's role was to give effect to the terms of the Reservation Agreement which were not inconsistent with Code Section 2.6.

Further, the evidence did not show that the Reservation was cancelled in breach of the Code. The Home Builder terminated the Reservation in accordance with its right under the Reservation Agreement. It also discussed and wrote to the Home Buyers in January 2021, explaining its reasons for cancelling the Reservation.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology for the inconvenience that it caused them due to the breach of Code Section 1.2.

Complaint

The Home Buyer sought to argue that there was no firm, or agreed, reservation agreement expiry date. While there was an expiry date within the reservation agreement, it was confirmed verbally that this would have no material impact on the Home Buyer; there was no pressure to complete by a certain point in time. The Home Buyer stated that the Home Builder had allowed the sales process to continue far beyond the expiry date referred to within the reservation agreement, and it then suddenly presented an ultimatum to the Home Buyer in an attempt to force the Home Buyer to proceed to exchange contracts. The Home Builders ultimatum, and lack of leniency, resulted in the Home Buyer losing half of the reservation fee paid, and incurring costs on storage and legal services.

The Home Buyer also raised concerns regarding the bias shown throughout the complaints process, a delay in escalating their complaint, and the Home Builder's failure to provide them with accurate information regarding the ADR processes.

Defence

The Home Builders argued that there was a reservation agreement between the parties was clear in that there was a reservation agreement expiry date, and if this date was missed, the agent would be entitled to retain a portion of the deposit paid and remarket the Home. This reservation date was missed, the Home Buyer was given ample time to complete, and the process was continually delayed.

The Home Builders disputed that any assurances were provided to the Home Buyer that completion could occur at a much later date, or that the expiry date would have very little impact on the Home Buyer. The Home Builders also argued that the Home Buyer's complaint was addressed well, and expeditiously, and reasonable forms of resolution were offered which were declined.

Findings

The adjudicator found that there was clear evidence of a reservation agreement expiry date, and a lack of evidence to show that the Home Buyer had been assured that completion could take place at a much later date. The reservation agreement expressly detailed this date, the amount of the deposit that would be retained should the agreement end due to this date being missed, and the Home Builders had given the Home Buyer a considerable amount of additional time to exchange contracts.

The adjudicator found that the Home Buyer could not recover the remainder of the deposit paid, or any of the costs incurred as a result of the purchase falling through.

The adjudicator did however find that, while the complaints were addressed, escalated, and attempted to be resolved, the Home Builders did not signpost the Home Buyer to the correct ADR provider. The Home Buyer was referred to numerous different parties before being provided with the details of the correct one.

The adjudicator found this breached section 5.1 of the as the communication and complaints handling could have been improved, and this will have caused the Home Buyer a degree of inconvenience.

Decision

The claim succeeded due and the Home Builder was directed to pay £100 for inconvenience.

Complaint

The Home Buyer says the Home Builder failed to install a downstairs light switch as shown in the pre-purchase video walkthrough, and in doing so, the Home Builder has breached Clauses 1.5 and 2.1 of the Consumer Code for Home Builders

Defence

The Home Builder's position is that it has not breached any section of the Code. The video shown to the Home Buyer was an advertisement and did not form part of the pre-purchase information. The promotional video did not provide a specification of the Property.

Plans which show the exact specification of the construction of the Property were provided to the Home Buyer. The light switch is not present on those plans, and the Home Buyer who saw these plans did not raise an issue. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The Adjudicator found that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Property to be exactly the same as shown in the Home Builder's promotional video. The Adjudicator was not persuaded that a missing light switch shown within a promotional video automatically meant that the Home Builder's sales and marketing material was misleading and untruthful.

The Adjudicator found that the detailed plans of the property, which form part of the purchase agreement, do not show any light switch in the location shown in the video and further, that these agreed drawings form part of the pre-purchase information rather than the promotional video.

Decision

The claim did not succeed.

Complaint

- The Home Buyer understood upon taking residence that the entrance to the garage parking at the property was too small to permit her car to enter as would normally be expected.
- The Reservation Agreement and UK Finance Disclosure Form show the property included parking spaces and the right to use the parking facility.
- The Home Buyer requested the Home Builder to widen the access to the garage, but it has refused to do so.
- The Home Buyer believes that the Home Builder did not provide accurate information at the point of sale, insomuch as it did not make her aware that the garage entrance would be too small to permit access by a normal sized car.
- The Home Buyer believes the Home Builder is in breach of Section 1.5 of the Code.

Defence

- The Home Builder states that the as-built measurements of the garage structure confirm that it is in compliance with Planning and Technical requirements.
- The Home Builder states it is unable to change the dimensions of the access as it is not possible to remove brickwork as the walls are load bearing.
- The Home Builder denies being in breach of the Code and does not agree to provide the remedy sought by the Home Buyer.

Findings

The adjudicator found that the Home Buyer's claim does succeed. The adjudicator found that the Home Buyer has established on a balance of probabilities that the Home Builder was in breach of section 1.5 of the Code as alleged. However, the adjudicator is unable to direct that the Home Builder provide the requested remedy because removing brickwork would render the structure unsafe as the side walls are supporting concrete floor planks above.

Decision

The claim succeeds, but the Home Buyer's requested remedy cannot be awarded.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 2.1 and 3.1 of the Consumer Code for Home Builders because:

- The internal wall was not built in accordance with the plans (it was built out of metal instead of timber stud) and that they were not advised of this deviation until after exchange of contracts. It is asserted that the wall is a wind brace wall, is pinned in less places than required, and may cause future problems with mortgage applications and insurance.
- The garden gate was not built in accordance with the plans (it is located on the neighbour's property rather than the shared alley) and that they were not advised of this deviation until after exchange of contracts. It is asserted that the gate will cause problems with boundaries and neighbour disputes.

The Home Buyer sought:

- The Home Builder to pay the Home Buyer £15,000 to enable the Home Buyer to repair the wall.
- The Home Builder to 'sort the garden to plans' or 'provide the cost value to change it to plan.'
- The Home Builder to provide an explanation as to why the issues in dispute have occurred.

Defence

The Home Builder denied the breaches for the following reasons:

- The Home Builder asserts that 'The buttress wall detail as provided by the Homeowner does not form part of the plans and details shared with customers and therefore there was no requirement or expectation that the buttress walls would be constructed in a particular way'. The Home Builder added that they 'are not obliged to inform any customers of changes to construction details unless they will significantly alter the property by way of the finished product layout. Internal wall placements and layout of rooms within the Homeowners property have remained in line with all internal plans provided at point of reservation.'
- The Home Builder states that 'The gate was moved approx. 1.5m away from the house further down the garden fence perimeter. The patio area and natural slope in the ground meant that if the garden gate was left as per original plans that this would effectively create a step. To allow for safe access and egress the gate was therefore moved. The gate and access does not encroach onto neighbours land and access is still over and within the shared alley.'

Findings

The adjudicator found that the Home Builder had breached section 3.1 of the Code requirements by failing to notify the Home Buyer about the minor amendment in relation to the position of the garden gate. The adjudicator did not find any further breaches of the Code and believed that the Home Builder had provided sufficient pre-purchase information on which the Home Buyer could make an informed decision.

Decision

The claim succeeded and the adjudicator directed that the Home Builder provide the Home Buyer with an explanation as to why the change in the gate location was not notified prior to legal completion.

Complaint

The Home Buyer claimed that section 1.5 of the Code was breached because the Home Builders' pre-sale advertising did not accurately describe three vanity units. The Home Buyer claimed that the Home Builders breached section 2.1 of the Code by failing to inform the Home Buyer that the operation of the vanity units would be less flexible than the Home Buyers expected. .

The Home Buyer sought rectification of the vanity units, failing which a refund of the price paid for them amounting to £1,755.00.

Defence

The Home Builders denied liability, on the basis that the pre-sales advertising described the vanity units accurately and all requirements of section 2.1 of the Code were met.

Findings

The adjudicator found that the Home Builders did not breach section 1.5 or section 2.1 of the Code. The Home Builders' pre-sale advertising described the vanity units accurately and all requirements of section 2.1 of the Code were met.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1 because the landscaping on the site had not been maintained, it breached Code Section 4.1 because it was difficult to contact its customer service representative, and it breached Code Section 5.1 because its complaints handling process was poor and it did not respond to the complaints that she submitted in December 2022 and January 2023.

Defence

The Home Builder submitted that it is attending to the landscaped areas before the areas are handed over to the management company, it provided the Home Buyer with warranty and contact information and it made arrangements to provide alternative heating facility for the Property. Its staff also attended the Property on a number of occasions to discuss the issues that the Home Buyer raised in her complaint.

Findings

The Adjudicator found that the Home Buyer's complaint that the Home Builder breached Code Section 2.1 was more properly considered under Code Sections 4.1 and 5.1. The correspondence showed that following the Home Buyer's complaint in December 2022, the Home Builder's agent attended the Property and made arrangements for alternative heating for the Property and the service was accessible to the Home Buyer. However, the Home Builder breached Code Section 5.1 because there was insufficient proactive contact from the Home Builder providing information such as updates, as a result of which the Home Buyer had to contact the Home Builder a number of times to secure progression of the matters she had complained about.

There was also no evidence that the Home Builder responded to the further complaints that the Home Buyer raised in December 2022 and January 2023. The Home Buyer's claim for £15,000.00 in compensation comprised compensation for personal injury and a diminution in the value of the Property; such claims fall outside the scope of the Code.

Decision

The claim succeeded and the Adjudicator directed the Home Builder to investigate the Home Buyer's complaint that there are outstanding issues at the Property; provide the Home Buyer with a written response setting out its findings and proposed course of action to resolve each of the issues raised in the complaint. The Home Builder was also directed to pay the Home Buyer £150.00 in compensation for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5, 2.4, 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits that: (1) an exterior “surface pipe” has not been laid correctly and is too shallow, (2) an exterior roadside drain (not on the Property) is missing and is a flooding risk, (3) the “gallow brackets” installed are not the correct brackets/not as described, (4) the driveway is damaged and requires replacement/repair, (5) the internal flooring is damaged and requires repair, (6) for the heating system (which had been set on maximum for around a year, in error) is leaking, (7) the Home Buyer’s car was damaged when being guided into the development by contractors through a narrow gap, (8) the Home Buyer cut themselves whilst walking barefoot on the patio slabs and they have incurred financial cost replacing the patio/slabs with an alternative material, and (9) the Home Buyer submits further that they experienced poor complaint handling/customer service.

Defence

The Home Builder’s position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder states: “1.5 The original brackets were discontinued, so we obtained the closest match which their Contract of Sale allows them to vary the specification. They denied liability in relation to the claims for breaches of health and safety citing correspondence to all residents regarding access to the estate (including a plan) which, they say, the Home Buyer went against.

In relation to the after sales service, the Home Builder set out what they had done to resolve issues but that in relation to the garden slabs, the pre reservation checklist shows that the Home Buyer knew the product was a natural Indian sandstone in which it is not a completely smooth surface.

Further, the Home Builder states that they have visited the property on separate occasions to resolve the Home Buyer’s complaints and set out all that has been done to remedy concerns raised.

Findings

While the adjudicator was satisfied that the Home Builder had not breached the Code as claimed by the Home Builder, they find that the Home Builder breached Section 5.1 of the Code. The adjudicator was drawn to the long duration of the complaints and the absence of a resolution to date. They found the correspondence showed that the Home Builder did not always provide a proposed timescale for the resolution of the complaints and the Home Buyer has had to chase up the Home Builder on a number of occasions relating to the issues raised.

Decision

The claim succeeded in part and the adjudicator directed the Home Builder should apologise and pay a sum of £160 for the inconvenience caused.

Complaint

The Home Buyer submitted that before purchasing the Property he asked about the ability to install private electric car chargers in purchased parking bays. The estate agent contacted the Home Builder's representatives, who confirmed that the infrastructure was in place to allow residents to purchase their own charging point. His allocated parking bay was changed prior to completion, but he was again assured that the infrastructure was in place. He was then later assured again when viewing the townhouse show home. Since he moved into the Property, the Home Builder has confirmed that the infrastructure is not in place. When he complained, the Home Builder initially responded positively and agreed to look into how the issue could be resolved, but that has now stalled. He argued that the Home Builder has breached Sections 1.5 and 2.1 of the Code.

The Home Buyer requested that the Home Builder install the infrastructure for private electric cars to be installed in all sold parking bays or install the infrastructure to an additional bay and update the lease of the Property so that it would always have access to a private electric car charger for the sole use of the occupier(s) of the Property.

Defence

The Home Builder submitted that it confirmed to the Home Buyer on 1 February 2023 that individual charging points could not be installed. No reference to individual charging points was made in marketing materials for the development, or in specification documents issued to the Home Buyer. The Home Buyer did not raise the need for an individual charging point with his legal representative. The Home Builder intended to transfer the ownership of the Management Company to residents once the sale of the remaining units was been completed, and the Home Buyer could raise his request again at that time.

Findings

The adjudicator found that the Home Builder breached Section 2.1 of the Code by failing to inform the Home Buyer that it had no intention of installing the infrastructure to allow residents to purchase individual charging points and did not provide sufficient pre-purchase information on which to make an informed decision.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £500.00 to the Home Buyer for the inconvenience arising from the Home Builder's breach of the Code.

Complaint

The Home Buyer submits that following reports to the Home Builder about uneven floors at the Property, the Home Builder replaced the floor in June 2022. The building work was “extremely disruptive” and further replacement of the floor was required which the Home Builder carried out. The Home Builder exposed the whole property and possessions to fine silica dust and failed to flush the toilet. The floor needed to be replaced for a fourth time. The Home Builder paid £240.00 for the dry cleaning of some clothing and bedding.

The Home Buyers asserts that compensation is due for the “damages/disruption/inconvenience and health hazards they caused”.

Defence

The Home Builder submits that the Code does not apply to personal injury claims. Section 2.4 of the Code relates to the pre-contract stage. The maximum compensation for inconvenience is £500.00 and that the Code does not apply to defects.

Findings

The adjudicator found the issues forming the dispute took place after completion and that the Home Buyer’s complaint relating to section 2.4 was not applicable in the circumstances and so cannot be considered.

The adjudicator found the circumstances of the dispute arose around defect remedial works (the scrutiny of which is outside of the scope of the Code and this Scheme). There was no evidence seen to show the development was still under construction. Further, had it been under construction, the issues disputed arose within the home, not on the wider development. Therefore, there was no breach of 4.2 of the Code.

However, the Home Buyer submitted photographs taken during the works undertaken to replace the defective floor. These showed significant dust coverage across the property and possessions. Other photographs showed unflushed toilets. The adjudicator found this was not appropriate and was not in compliance with section 4.1 of the Code in relation to treating personal effects with respect.

Decision

The claim succeeded. The Home Builder was directed to pay £1,000.00 compensation for damage to property; pay £500.00 compensation for inconvenience and formally apologise for the failings identified in the decision.

Complaint

The Home Buyer submits that there was poor customer service and a lack of communication throughout the process. The Home Builder casually mentioned a delayed completion date, knowing he was adversely affected. The sales executive failed to attend a site visit. A complaint was not responded to within the service standard. The Home Builder encouraged him to obtain a new mortgage offer due to the build being incomplete.

They further state that there was a discrepancy over the bathroom sink, which the builder later corrected

Defence

The Home Builder submits that:

- a. The property was reserved through the Help to Buy Scheme and the build window was December 2022 – January 2023.
- b. During summer 2022 it became apparent completion might be delayed due to a lack of trades and materials.
- c. The Home Builder notified the Home Buyer in July 2022. It explained the impact on the sale due to the Help to Buy Scheme ending after 31 December 2022. It offered the option for an incentive package if completion was after the scheme ended. The government extended the scheme to 31 January 2023.
- d. It communicated with the Home Buyer throughout the process and provided regular updates on build progress and Help to Buy (HTB) dates. Its procedures operated as intended.
- e. It responded to an email by an in person visit.
- f. It apologised for an issue arising when a sales manager was on leave and a query was relayed to a different sales manager who subsequently left. The Home Builder apologised for the experience and uncertainty around the sale.

Findings

The adjudicator found the delays to the planned completion date were clearly frustrating for the Home Buyer but it did not indicate a failure of the Home Builder to implement its procedures. The adjudicator found the Home Builder communicated the delays throughout the process and attempted to provide an alternative approach for the Home Buyer, should the HTB not be met. Consequently, there was no evidence of any breach of section 1.3 of the Code. Further, the adjudicator found that the Home Builder had dealt with the complaint within an appropriate time and had also provided an apology, which the adjudicator felt appropriate. As such the adjudicator was satisfied that there had been no breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that:

- The bedroom was smaller than advertised and the plans provided did not reliably represent the Property.
- There were a number of snagging issues identified after completion.

Defence

The Home Builder submits that:

- The Home Buyer was given a brochure for the block which “detailed a number of different apartment layouts as well as measurements of each room”.
- A copy of the reservation checklist recorded the measurement for each room.
- The measurements shown on the brochure were incorrect.
- The measurements shown to the Home Buyer on the technical working drawing were correct.

Findings

The adjudicator found that it was not disputed that the bedroom dimensions given by the Home Builder were incorrect. While working drawings provided may have shown a different set of dimensions, the Home Buyer relied on the dimensions in the brochure when making important decisions in relation to the sale. The adjudicator found that the inaccuracy in the brochure was not appropriate, nor in compliance with section 2.1 of the Code.

Decision

The claim succeeded. The Home Buyer claimed compensation of £15,000.00 as a result of the breach. However, the scope of the Code does not include provision for issues of ‘loss of property value’. While this may have occurred as a result of the Home Builder’s error and while the Home Buyer may be entitled to redress through alternative channels, the maximum financial award available under this scheme for this issue is £500.00 for inconvenience, which the Home Builder was ordered to pay.

Complaint

The Home Buyer stated that the rear garden of the Home had been built with a significantly steep gradient, it was not compliant with NHBC standards, and that the fences installed were of poor quality. The Home Buyer also advised that the Home Builders refused to complete the requested works to resolve these issues, it proposed an inadequate form of resolution. This resulted in the Home Buyer incurring significant costs as they proceeded with the works themselves. The Home Buyer also referred to the fact that, during the completion of these works, a significant amount of rubble and construction debris was found in the turf.

The Home Buyer further argued that the Home Builders failed to handle their complaints and concerns in an effective and timely manner, and they did not seek to reach an agreeable form of resolution.

The Home Buyer sought £15,000.00 in compensation to account for the costs incurred completing the abovementioned works, and the for the overall inconvenience and distress experienced.

Defence

The Home Builders denied liability, on the basis that claims that the Home, and the garden, had been built to the applicable NHBC standards, and the NHBC had actually inspected, and signed off on, the Home. The Home Builder also advised that the construction debris discovered, while unfortunate, was significantly deep into the turf, and this was only discovered due to the significant works the Home Buyers had completed at the Home.

Findings

The adjudicator found that the dispute pertaining to the garden, and the standard to which it was built, was outside of the scope of the scheme; this was a post-completion defect that should be pursued through the NHBC. The Home Buyer's concerns regarding the handling of service calls, and complaints, were within the scope of the scheme, there was evidence to show that poor levels of service, and communication, had been provided in this regard which was in breach of section 5.1 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builders to pay the Home Buyer £250.00 for the inconvenience caused and apologise for the breach.

Complaint

The Home Buyer stated that the correct amount of land had not been assigned to the rear garden of the Home; the area assigned did not match the deed plan provided, and the sales agent had mis-sold the Home on the basis that it would be the biggest garden in the development. The Home Buyer stated that the Home was marketed as having disabled access to the Home, yet it was built with steps leading up to the front door. The Home Buyer also advised that numerous snagging issues had not been addressed properly, their complaints had not been handled in an adequate manner, and there had been a significant altercation between the parties.

The Home Buyer sought the Home Builder to either assign more land to the garden area of the Home, or, to compensate them for the loss of land in the sum of £15,000.00. The Home Buyer also requested that the Home Builder construct disabled access to the Home, they reimbursed the Home Buyer for the costs incurred on a survey, and they provide the Home Buyer with an apology.

Defence

The Home Builders denied liability, on the basis that claims that the Home, and the garden, had been assigned the correct amount of land. The Home Builders submit that the reports provided by the Home Buyer as evidence were of poor quality, and did not highlight a significant, if any, reduction in land assigned, and no firm guarantees were made with regard to the transfer plans provided to the Home Buyer in any event.

The Home Builder argued that the boundaries had been erected in accordance with the redline drawings provided to, and signed by, the Home Buyer. The Home Builder further advised that the Home had not been sold with disabled access, the Home Buyer was relying on a CGI generated photograph of an example home which had sloped access to the front door, not specifically built disabled access. The Home Builder also argued that snagging issues were outside of the scope of the scheme, and the Home Buyer had been able to proceed through the Home Builders complaints process whereby forms of resolution were provided.

Findings

The adjudicator found that there was insufficient evidence to show that the rear garden area had been assigned an incorrect amount of land, or that the land assigned was fundamentally different to the general plans the Home Buyer had provided as evidence. The Home Buyer had also not provided sufficient evidence to show that the Home Builders were aware of the Home Buyer's need for reasonable adjustments, or that the Home Buyer was specifically seeking disabled access to the Home.

The Home Buyer had sought to argue that they relied upon one CGI generated photograph, which was subject to a significant disclaimer, in that disabled access was to be provided; the photograph itself did not show specialized disabled access, it was just a sloped path to the

front door as opposed to steps. The adjudicator also found that the snagging issues referred to were out of scope, and that the Home Buyer had provided an adequate complaints process, and after-sales service. The adjudicator ultimately found that there had been no breaches of the Code, or at least there was insufficient evidence to show that such a breach had occurred.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder breached that the Home Builder has breached sections 1.2, 1.3, 1.4, 1.5, 2.1, 2.4, 2.6, 3.1, 3.2, 3.4, 4.1, 4.2 and 5.1 of the Consumer Code for Home Builders. The Home Builder did not mention the Consumer Code or provide a copy. Furthermore, the Home Builder refused to adhere to the fixed price stated in the reservation agreement and did not deliver the property in accordance with their sales brochure and agreed specifications. The Home Builder deliberately downgraded the agreed specification of materials without consent and breached planning permission and the agreement contract by not providing Cor-Ten feature steel and a standalone shower in the main bathroom as specified. The Home Builder did not notify the Home Buyer of any extras, no formal handover was provided, and little was explained regarding the Cor-Ten, the equipment or the nature of warranties.

Defence

The Home Builder admits it did not provide a copy of the Code to the Home Buyer as it expected its agent to provide a copy of the Code. Furthermore, as it has no sales office, a copy of the Code's logo is prominently displayed on its website. The Home Builder was fully aware of the Code and suitable systems and procedures to ensure it could reliably and accurately meet its service, procedures and information requirements. The Home Builder used a standard steel frame in the construction of the Property and not a Cor-Ten steel frame as agreed in the Specification Variation.

Furthermore, the Home Builder did not install a standalone shower unit and instead installed a shower as part of the bath unit, and this did not alter the quality, appearance or value of the Property. The Home Builder admits the construction and completion of the Property was delayed due to the effects of the Covid-19 pandemic and the adverse Brexit effect on suppliers. Whilst it is accepted that the Home Builder did not inform the Home Buyer of the dispute resolution arrangements of the Code, the Home Builder has a system and procedures for receiving, handling and resolving the Home Buyer's complaints.

Findings

The adjudicator found that the Home Builder had breached section 1.2 of the Code by failing to provide a copy of the Code, but even so, the Home Buyer had suffered no financial loss as a result.

In all other instances, the adjudicator found the Home Builder had not breached the Code and that they could reliably and accurately meet the commitments on service, procedures and information; their sales and marketing material was not misleading and untruthful and that the Home Buyer was provided with enough pre-purchase information to help them make suitably informed purchasing decisions.

Furthermore, the adjudicator found the Home Builder did provide an accessible after-sales service and had a process and procedures for dealing with complaints. While the Home

Builder had not resolved the Home Buyer's complaints to his satisfaction, the adjudicator found the timescale, after reviewing the correspondence and documents put forward in evidence, including the Home Builder's staff delays, to be reasonable.

Decision

The claim succeeded in part and the Home Builder was directed to apologise for failing to provide a copy of the Code and to pay compensation for inconvenience caused of £50.00.

Complaint

The Home Buyer states that they have been misrepresented about the the drainage/flood management system on the site and that it has been incorrectly implemented, leaving a permanent body of stagnant water some 15 metres from their front door.

The Home Buyer believes that the current system presents a safety, flood, and environmental risk and asks that action is taken to rectify it. The Home Buyer states that the Home Builder's sales and advertising material was false and that they failed to deal with their complaint appropriately.

Defence

The Home Builder states that the Home Buyer was aware of the swale and shown drawings indicating its position at reservation. After the Home Buyer complained, it carried out investigations into the swale's status including inspections by contractors and surveyors and advised the Home Buyers of the intended construction and landscaping works it would undertake as a result of the changes in depth and profile of a nearby stream since original planning permission was granted many years previously.

They further state the Home Buyers were given sufficient documents and information to make them aware of the existence of the swale prior to signing the Contract for Sale and deny breaching the Code.

Findings

The Adjudicator was satisfied that the drawings clearly showing the location of the swales around the entire site, including the position in relation to the Home Buyer's property was shown to them at reservation. Further that the Home Builder did provide reasonable advertising material prior to the Contract for Sale and that the Home Buyers were made aware of the swales and the general layout and existence of the site flood management system. The Adjudicator found this to be reasonable and sufficient information for the Home Buyers to make a decision.

The Adjudicator also found that the that Home Buyers were made aware of the existence of the Home Builder's complaint handling process and while the Home Buyers were dissatisfied with the outcome of their complaint, the Home Builder was not in breach of Section 5.1 of the Code.

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. Specifically, the Home Buyer submits that a number of snagging issues remain outstanding and that they have encountered a “*reluctance to provide an after sale[s] service*”, contrary to Section 4.1 of the Code.

In relation to Section 5.1, the Home Buyer states that the Home Builder’s complaint handling was “*not customer focused*” and that they encountered a “*reluctance to take responsibility and accountability for handling...complaint*”, including in relation to responding to texts, phone calls and emails.

The Home Buyer requests that the Home Builder Take a practical action: “*Either attend to the matters outstanding using trades person(s) of substance with [qualifications] and experience or be prepared to accept[quotes] obtained by us to complete the outstanding matters to an acceptable standard expected of a new build and reimburse accordingly*”.

Defence

The Home Builder did not provide a defence within the required timescales..

Findings

The Adjudicator found that much of the Home Buyer’s claim was in relation to snagging matters, which fall outside of the scope but even so, there was no evidence that the Home Builder had failed to provide an accessible after-sales service.

In addition, the Adjudicator was unable to determine that the complaint handling by the Home Builder was inadequate and as such did not find a breach of the Code.

Decision

The claim did not succeed

Complaint

The Home Buyer submits that the Home Builder has breached Section 3.1 of the Code. Specifically, in relation to issues that they were having with the turf in the garden and in respect of drainage issues.

The Home Buyer asserts the garden, in parts, was boggy with pools of water and which they experienced for many years. They add that their proposal of a soakaway was ignored and an aco drain installed instead, which essentially was not the real solution.

Defence

The Home Builder's position is that it denies breaching the Code. Specifically, the Home Builder states the garden was installed as per the approved design for the development and that the only matter raised in relation to the garden at handover point was in relation to a side section of the garden needing further soil. The installation of an ako drain was as a goodwill gesture of goodwill in 2018 and that they have not had any further contact with the customer until April 2023.

Findings

The adjudicator found that the significant works carried out by the Home Buyer and the number of years since the issue was last reported to the Home Builder broken the chain of causation.

The adjudicator further found that the Home Builder did respond to the initial complaint within reasonable timescales, carried out works and made recommendations and was not contacted about any ongoing issue from 2018 to 2023. The adjudicator found no breaches of the Code had occurred.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 4.1, because it did not provide her with information about its after-sales service and the claims procedure through warranty provider before the purchase. She needed to obtain a copy of the warranty certificate directly from the warranty provider.

The Home Buyer also claims the Home Builder breached Code Section 5.1 because it did not resolve her complaints regarding the kitchen worktop and the dishwasher.

Defence

The Home Builder submitted that it would resolve the Home Buyer's complaint about the kitchen worktop and the dishwasher.

Findings

The Adjudicator found that the Home Builder breached Code Section 4.1, there was no evidence to dispute the Home Buyer's complaint that it did not provide her with warranty information for the Property. The Home Builder also breached Code Section 5.1, because the Home Buyer complained to the Home Builder from June 2021, but it did not resolve the Home Buyer's complaint within a reasonable period time.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £150.00 in compensation for inconvenience, and implement its agreement to replace the entire kitchen worktop and dishwasher trim panel at the Property.

Complaint

The Home Buyer says the Home Builder breached the Code by providing poor customer service when dealing with a complaint concerning adequate drainage within the Property's garden.

Defence

The Home Builders' position is that it has not breached any section of the Code. The customer's first complaint was in May 2023, and the works requested by NHBC were completed on 26 July 2023, and the garden was turfed on 28 July 2023.

The Home Builder acknowledges the distress and inconvenience incurred due to the garden drainage issue and apologises. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The Adjudicator found that that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the defects with the drainage and further, that they had a system and procedures in place for receiving and handling service calls and complaints. Whilst the Home Builder did not resolve the Home Buyer's garden complaints within her timeframe, the Adjudicator found the timescale for doing so, to be reasonable.

Decision

The claim does not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1, because prior to reservation and throughout the sales process, she asked the Home Buyer for information about the soundproofing of the Property and it did not provide her with this information. When she moved into the Property, she discovered that the soundproofing was poor and she could hear sounds from a neighbouring property.

Defence

The Home Builder submitted that it had no record of the Home Buyer requesting soundproofing information from it during the sales process. She had requested a copy of the construction plan for the Property, which it provided to her. When she raised her complaint about the soundproofing, it dealt with her complaint. The soundproofing test that she carried out did not support her allegations. It also voluntarily undertook a sound test which showed that the soundproofing was within the government regulations.

Findings

The Adjudicator found that the evidence did not show breach of Code Section 2.1. There was no evidence of any request for soundproofing information from the Home Buyer until 1 December 2022 and the Home Builder responded to that request on 14 December 2022.

There was also no evidence that the Home Builder had informed the Home Buyer that she would not be able to hear sounds from a neighbouring property.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 4.1, because although her complaint was handled by the Home Builder's site manager and contracts manager, at no point was she told that she needed to contact the Home Builder's customer services department.

The Home Builder breached Code Section 5.1, because in May 2022, she reported an issue with a worktop at the Property to the Home Builder, but the Home Builder did not progress the matter until September 2022 and the matter had not been resolved.

Defence

The Home Builder submitted that it has a dedicated customer care department which is manned during normal business hours and a fully operational out of hours service. Its sales process and accompanying literature provided the Home Buyer with all the information required under Code Section 4.1.

It tried to meet the Home Buyer's expectations by arranging for remedial works to the area of the worktop that she was not happy with. It accepted that the attempted repair by the installers was not to the standards it would expect. However, the manufacturer is confident that it can repair the areas in question, and it is committed to resolving the Home Buyer's complaint.

Findings

The Adjudicator found that the Home Buyer's complaint about the worktop could be considered with reference to the Home Builder's obligations under Code Sections 4.1 and 5.1. There was no breach of Code Section 4.1 on the evidence, as the correspondence between the parties indicated that the Home Buyer was able to access the Home Builder's after-sales service. The fact that the Home Builder's managers may not have referred the Home Buyer's complaint to its after-sales/customer service department did not in itself indicate a breach of Code Section 4.1.

However, the Home Builder breached Code Section 5.1, because it did not resolve the Home Buyer's complaint within a reasonable period of time.

Decision

The claim succeeded and the Adjudicator directed the Home Builder to make reasonable endeavours to resolve the Home Buyer's complaint regarding a worktop at the Property, including implementing its agreement to repair the marks to the worktop and liaising with the worktop manufacturer regarding a replacement in the event that a repair is unsuccessful.

Complaint

The Home Buyers claim that both the private and the shared access areas of the driveway to the Property are inadequate, as they are visibly crumbling, pitted, sunken, not level and not in accordance with the NHBC Guidelines. The Home Builder said that it would resurface only the shared area of the driveway, but refused to deal with the issues regarding the private areas of the driveway.

The Home Buyers consider that the Home Builder is in breach of Sections 5.1 and 5.2 of the Code, because it has not offered details of the dispute resolution procedure, and it has not tackled the issues which the Home Buyers have raised.

In addition, the Home Builder stated, in emails of 13 May 2022 and 6 February 2023, that the Home Buyers had the benefit of a 10-year NHBC buildmark warranty on the tarmac driveways. An NHBC inspector notified them on 14 June 2023 that this was incorrect. They consider that the Home Builder is in breach of Sections 2.3 and 4.1 of the Code as a result.

Defence

The Home Builder denies that it has breached the Code. Regarding the warranty cover and s. 2.3 of the Code, the Home Builder says that upon reservation of the Property, it provided the Home Buyers with details of the buildmark warranty cover and policy booklet, containing an explanation of the warranty cover, as evidenced by the pre-purchase questionnaire. The Home Builder maintains that, under s. 2 of the policy booklet, the warranty covers the drive of the Property, and is valid for a further 6 years.

Regarding the Home Buyers' complaints about the drive and s. 4.1 and 5.1 of the Code, the Home Builder says that it provided the Home Buyers with an accessible after-sales service as well as a complaints procedure, the details of both of which are set out on its website.

Regarding the co-operation with professional advisers and s. 5.2 of the Code, the Home Builder says that it has not received a request to co-operate with the Home Buyers' professional advisers.

Findings

The Adjudicator found that the Home Builder provided the Home Buyers with accurate information about the terms of the warranty that covered the Property, as it provided the Home Buyer with a booklet setting out those terms and that it therefore complied with its duties under sections 2.3 and 4.1 of the Code.

The Adjudicator did not consider that the Home Builder's responses to the issues raised by the Home Buyers were in breach of their obligations under section 5.1 of the Code to deal with complaints in a reasonable way or within an appropriate time. Although it has taken some months for the parties to establish whether or not there is an issue with the substrate

of the drive, the Home Builder has now carried out an investigation and concluded that there is not.

Further, the Adjudicator did not find evidence of a lack of co-operation by the Home Builder with anyone appointed by the Home Buyers, in breach of s. 5.2 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder breached the Code by providing poor customer and after-sales service when dealing with the Home Buyer's complaints concerning flooding due to snagging issues at the Property

Defence

The Home Builder's position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no sums are due, and the Home Buyer's application should be dismissed.

Findings

The Adjudicator found that that the Home Builder was in dialogue with the Home Buyer throughout his dispute, otherwise, it would not have undertaken various site visits and repairs mentioned in the Home Buyer's application and the Home Builder's correspondence.

Consequently, the Adjudicator found that the Home Builder provided an accessible after-sales service and had a system and procedures in place for receiving and handling service calls and complaints.

Whilst the Home Builder has not resolved the Home Buyer's complaints to his satisfaction, the Adjudicator found the timescale, after reviewing the correspondence and documents put forward in evidence, including the Home Builder's staff delays, to be reasonable.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the garden fence panel was not in line with the plan signed off on 30 November 2020 and that the Home Builder agreed the fence was in the wrong place and would need to be moved but it then changed its mind and said the fence was in the correct position.

A surveyor was instructed by the Home Buyer. The surveyor's position was not agreed by the Home Builder.

Defence

The Home Builder submits that the boundary line is correct and in accordance with both the technical drawings and the Land Registry. The neighbouring garage is further back than it should be giving the illusion the fence is in the wrong place.

Findings

The Adjudicator found the Scope of the Code details its own limitations in resolving disputes. It says 'The Code and the Independent Dispute Resolution Scheme do not apply to...claims about the land conveyed and its registered title'. This includes issues of boundary locations and boundary disputes. As such, the Code and this Scheme do not apply to this part of the claim and therefore the Adjudicator found it was beyond their remit to address it.

In relation to the complaint handling, the Adjudicator found the Home Builder's responses were issued within an appropriate time and so there was no breach of section 5.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Sales Particulars did not accurately represent the built-in wardrobes as installed in the Property, and in doing so, the Home Builder has breached Clauses 2.1 and 5.1 of the Consumer Code for Home Builders

Defence

The Home Builders' position is that it has not breached any section of the Code. The agreed contract and the design drawings, which were varied by consent, do not specify that bedrooms two and three within the Property should have had built-in wardrobes. Accordingly, no sums are due, and the Home Buyer's application should be dismissed

Findings

The Adjudicator found that the correspondence showed that the original plans for the property were varied from a five-bedroom to a four-bedroom plus a study property and that the varied plans showed that only bedrooms one and five would have built-in wardrobes.

The Adjudicator was satisfied that the working drawings were agreed by the Home Buyer and clearly showed that only bedrooms one and five would have built-in wardrobes and which were built in the agreed plan location and as set out in the reservation agreement, as such, there was no breach of the Code.

Further, the Adjudicator found that that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints. Whilst the Home Builder had not resolved the Home Buyer's complaint to their satisfaction, the Adjudicator found the timescale to be reasonable.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that several sections of the Code had been breached including Sections 1.2, 1.3, 1.4, 2.4, 2.6, 3.2, 4.1, 4.2 and 5.1. In particular the Home Buyer complains about not being advised of the health and safety precautions, delays to the completion, snagging issues and poor complaint handling.

Defence

The Home Builder denies any breaches of the Code and says that staff were appropriately trained and dealt with the Home Buyer's concerns. The completion date was known and some of the delay was due to the Home Buyer failing to make decisions on options for fixtures and fittings, despite being chased on many occasions.

In relation to remedying some of the defects identified by the Home Buyer, the Home Builder admits there has been some delay but due, in part, to the lack of resources which is affecting the whole of the industry at present.

In relation to the complaint handling, the Home Builder has advised the process is simple in as much as complaints are referred to the person best able to deal with them, or escalated to the Managing Director if this is deemed necessary.

Findings

Overall, the Adjudicator was satisfied that the Home Builder had not breached all sections of the Code as stipulated by the Home Buyer. They found that the Home Buyer was informed of the completion date, the reservation agreement contained all of the information needed and that the Home Builder had suitable systems and processes in place to meet the commitments on service.

However, the Adjudicator found the Home Builder provided an inaccessible after-sales service after a disagreement which may have left the Home Buyer unclear as to who to the contact to progress matters, and in breach of Section 4.1.

Further, the Adjudicator found, and as accepted by the Home Builder, that there were a number of issues with complaint handling, for example, the Home Buyer had to contact the Home Builder on a number of occasions about the issues and chase for updates and that proposed timescales for resolution were not always provided. This was in breach of Section 5.1.

Decision

The claim succeeded in part and the Home Builder was directed to apologise and pay a sum of £250 for any inconvenience caused.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.1 and 5.1 of the Code. Specifically in relation to faulty carpet in the bedroom(s).

Defence

The Home Builder accepts that there is a fault with some areas of the carpet, they do not feel that all if requires replacement as requested by the Home Buyer and disagrees that there has been a breach of the Code.

Findings

The Adjudicator found that while attempts were made to rectify the issue complained of, and access to the property was granted, the attempts were not successful. The Adjudicator felt that a Home Buyer does not have to endure multiple failed attempts at resolution under the Code.

As such, the Adjudicator found that the Home Builder had not dealt with the Home Buyer's complaint within a reasonable time frame and its failure to do so constituted a breach of Section 5.1 of the Code (and as such, also constituted a breach of Section 1.1, as the Home Builder has not complied with the requirements of the Code).

Decision

The claim succeeded and the Home Builder was directed to pay the Home Buyer £1,542.00 for replacement carpet and fitting and a further £150.00 as compensation for the inconvenience caused.

Complaint

The Home Buyer stated that the glass shower screen fitted to the bath was of a poor quality, it had not been fitted correctly, and this caused it to shatter spontaneously. The Home Buyer argued that the glass screen itself had not been tested to the appropriate safety standards, nor did it meet certain building standards. The Home Buyer also argued that the Home Builders had largely ignored their complaints, and they refused to conduct any form of investigation into why the glass screen would have shattered without good cause; there was no impact damage to the screen, or so on. The Home Buyer was seeking a reimbursement of the costs of a replacement shower screen and having this fitted.

Defence

The Home Builders denied liability. The Home Builders argued that there was no evidence surrounding the cause of the shattering of the shower screen, and that it could not merely be assumed that it shattered without reason; there was nothing to indicate that this shattering did not occur through impact damage. The Home Builders argued that, in any event, the safety testing of a specific model of shower screen is outside of the scope of the Code, they had provided an adequate after-sales service, the Home Buyer was made aware of the Home Builders' complaints procedure, and they did not utilise this procedure properly.

Findings

The adjudicator found that a determination could not be made as to what had caused the shattering of the shower screen. It was advised that whether or not a shower screen met specific safety standards in order to reach the market, or whether or not this shower screen was fitted properly, was outside of the scope of the scheme; this is not covered by the Code specifically.

The adjudicator found there was evidence to show that the Home Buyer had been provided with an accessible after-sales services, and the Home Buyer was made aware of the guarantees and warranties that were provided in connection with the fittings and fixtures within the Home; this was provided to the Home Buyer within their 'New Home Manual'. The Home Buyer was also made aware of who to contact should such assistance be required.

The adjudicator also found that the Home Buyer had been signposted to the Home Builder's complaints procedure within this 'New Home Manual'. However, there was evidence to show that the Home Buyer had raised complaints regarding the shower screen directly to the Home Builders, and irrespective of whether or not this was done through the precisely correct channel, they should have been provided with greater consideration; the Home Builders essentially just denied liability without investigating the concerns raised further. On this basis it was found that the Home Builders had breached Section 5.1.

Decision

The claim succeeded and an award of £200.00 for inconvenience caused was made.

Complaint

The Home Buyer stated that a major flood had occurred prior to moving into the Home, and this caused significant damage. While the Home Builder took action to remedy this issue, and the Home Buyer was compensated for the delay this caused, the Home Buyer argued that the leak was not fixed properly; the property was not dried out sufficiently, meaning that mould and damp became an issue, as did ongoing infestations with plaster mites. The Home Buyer submitted that these issues had remained unresolved for an extensive period of time, and the customer service levels provided had been poor throughout.

The Home Buyer was seeking a reimbursement of mortgage payments made for the impacted period, a reimbursement of all utility bills and council tax bills at the property, and so on; the customer advised that they would be content with the maximum amount of compensation of £15,000.00 for all issues that occurred.

Defence

The Home Builders denied liability. The Home Builders submitted that the Home Buyers were compensated for the delayed move-in date that occurred due to the leak, and the Home had been fully dried out, and rectified, prior to them moving in. The Home Builders submitted that the NHBC had attended the property and found that no further action was required on the Home Builders part. The Home Builders submitted that in excess of £10,000.00 had been paid to the Home Buyer in connection with these issues, and in any event, many of the issues referred to by the Home Buyer within their claim were not issues that had occurred through a breach of the Code.

Findings

The adjudicator found that large aspects of the Home Buyers' claim could not be considered within the adjudication; the dispute primarily regarded a water leak at the property prior to the Home Buyers moving in, the cause of this leak, and the reparative action that was required in order to satisfactorily correct the damage. The adjudicator also found that the Home Buyer's claims were for losses that were not recoverable in any event; for instance, the Home Buyer was seeking to recover mortgage payments of nearly £13,000.00 despite still owning the Home, utility bills that were paid during the period of time in dispute despite the Home Buyer remaining in the property, and so on.

The adjudicator found that the Home Buyer had been provided with adequate information with regard to the move-in date, as this was delayed due to an unexpected water leak, and the Home Builders were pro-active with regard to their updates and the completion of these corrective works. The Home Builders also provided the Home Buyer with an adequate after-sales service, as the Home Builders responded to all of the issues raised by the Home Buyer within reasonable periods of time, compensation for works completed was paid where necessary, or works were arranged by the Home Builders.

The adjudicator did however find that there were instances in which the Home Buyer's emails, and complaints, were not addressed in a timely manner; call backs were not made, the Home Buyer was required to chase the Home Builders, and responses were delayed on occasion. Thus, it was determined that a breach of Section 5.1 had occurred.

Decision

The claim succeeded and the Home Builders were directed to pay an award of £200.00 for the inconvenience caused.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5, 2.1, 4.1 and 5.1 of the Code. Specifically, that their sales and marketing activity was untruthful in relation to incentives he would receive and for which he ended up taking out a loan to purchase extra items.

The Home Buyer further submits he was not provided with an accessible after sales service and that his complaint were poorly handled or poorly handled with staff leaving and him not knowing who was dealing with the issues he had raised

Defence

The Home Builder denies breaching the Code. They state that the incentives available for any Plot at any time are open to a prospective Home Buyer to accept or reject and that another Plot which also sold on the same day without the incentives the Home Buyer benefitted from.

The Home Builder states the Home Buyer accessed their After Sales Service several times from completion and at no time was any request denied and that they are continuing to attend to items. The Home Builder adds that at all times the Home Buyer has been responded to in time and in accordance with the complains procedure, however, they have been resolute in their response that he is incorrect in his assumptions that other purchasers received a higher level of incentive than himself and that they should refund any money which he may have borrowed in order to furnish his property.

Findings

The adjudicator found that the Home Buyer did encounter difficulty accessing the after-sales service and it was not always clear who to contact. This was in breach of Section 4.1 of the Code.

The adjudicator further found the Home Builder did not always provide a proposed timescale for the resolution of the complaints and that the Home Buyer had to chase up the Home Builder on a number of occasions relating to the issues.Home This was in breach of 5.1 of the Code.

Decision

The claim succeeded (in part) and the adjudicator awarded £120 for inconvenience caused.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5, 3.1, 3.3 and 5.1 of the Code. Specifically, the Home Buyer submits their complaint concerns the omission of the hot water cylinder during the build process, which they say constitutes a breach of contract on the part of the Home Builder.

The Home Buyer says this matter has caused significant inconvenience, in that they plan to install efficiency saving technology such as a heat pump, for which a hot water cylinder would have been beneficial and ideal. They add that by the Home Builder not fulfilling their contractual obligations, this will cause additional expenditure and inconvenience in the future for costs and equipment they expected the property to already be fitted with.

Defence

The Home Builder's position is that it disputes the claim. Specifically, the Home Builder submits that the reason for the change in specification was because efficiency is important in their homes and that amending the system to run without a hot water cylinder results in lower CO2 emissions as the system is more energy efficient. They are apologetic to the Home Buyer in as much as the updated drawings were not relayed to our Sales team to then notify customers of the amendment, but say that all drawings and specifications are subject to change and that all correct drawings were in their head office and available for inspection at the point of completion.

The Home Builder states that the contract allows for reasonable variation which this was.

Findings

The adjudicator found that, given the Home Builder's admission that the update to the plans was not relayed to its sales team (and was, therefore, not relayed to the Home Buyer), the sales and marketing material was not "clear" in relation to the provision of a hot water cylinder. They further found that some of the brochures/plans provided to the Home Buyer were not reliable and as such, breached Sections 1.5 and 2.1 of the Code.

While the adjudicator found that the change was not a change that required specific consent from the Home Buyer, nonetheless the Home Builder failed to notify the Home Buyer of the change pre-purchase, which was a breach Section 3.1 of the Code.

The adjudicator further found that the Home Builder did not always provide a proposed timescale for the resolution of the complaints and that on occasion, the Home Buyer had to chase for a response which was a breach of Section 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to pay £3,892.80 for the fitting of a hot water cylinder and further £100 for inconvenience caused.

Complaint

The Home Buyer submitted that the whole building was repainted from 18-20 July, but it was still not done properly. He was not provided with the Code alongside the Reservation Agreement. Communication prior to completion was poor and the completion date was moved.

The Home Builder would not allow sufficient time for a full snagging survey to be performed. Inadequate information had been provided regarding the boundary of the Property, which had not been clearly marked.

He was given incorrect information regarding applicable legal fees. Communication after purchase had been poor, and snags had not been completed properly. Incorrect information was provided to the electricity supplier regarding the meter for the Property, and the company provided inadequate assistance in resolving the issue.

He argued that the Home Builder had breached Sections 1.2, 1.3, 4.1 and 5.1 of the Code and sought an explanation and compensation of £15,000.00.

Defence

The Home Builder submitted that the Property was inspected on 7 June 2022 and handed over for occupation. A Home Demonstration was performed on 14 June 2022, with a list of agreed remedial items prepared. Completion took place on 28 June 2022. The Home Buyer did not state on the forms completed at that time that the Property was not habitable, and the Home Builder rejected any claim for alternative accommodation while items on the Home Demonstration list were completed.

The Home Builder acknowledged that painting in the Property was not acceptable, and the sub-contractor was instructed to return. The Home Buyer ultimately brought a claim to the National House Building Council (NHBC), which issued a report on 30 January 2023. The Home Builder had been working through the items the NHBC agreed needed to be remedied, and it believed that list was now completed. With respect to the patio area, the NHBC had determined that an appropriate resolution was that the Home Builder pay the Home Buyer compensation of £1,412.42.

The Home Builder acknowledged that there had been customer service failings, and offered to pay the customer an additional £1,500.00, with a rounded total of £3,000.00, to settle the claim.

Findings

The adjudicator found that the Home Builder breached Section 4.1 of the Code by repeatedly failing to respond to the Home Buyer's contacts, and Section 5.1 of the Code by failing to resolve within an "appropriate time" the Home Buyer's complaint about the costs he incurred while the Property was re-painted, his complaint regarding scratching on the gas

hob and kitchen sink, and his complaint regarding the uncertainty about the physical location of the boundary of the Property.

Decision

The claim succeeded. The adjudicator directed the Home Builder to replace the gas hob and kitchen sink, pay the Home Buyer compensation of £1,700.00, and attend the Property, physically identifying for the Home Buyer where boundary of the Property ended and the Council's responsibility would begin.

Complaint

The Home Buyer submitted that she had experienced a number of problems with the Property. This included a long-standing gas leak, that the Home Builder investigated but denied was occurring, but that was later confirmed by the gas company. She had also complained about noises from her hot water tank, which remained unresolved. She did not receive proper documentation or a home demonstration when moving into the Property. She had received over 70 trade visits to the Property since moving in. She argued that the Home Builder had breached Sections 4.1 and 5.1 of the Code.

The Home Buyer sought compensation of £15,000.00.

Defence

The Home Builder submitted that the Home Buyer received a home demonstration. A gas tightness test was completed for the Property's gas hob when it was installed. On 7 December 2021, a further test was done on the boiler, and no leak was found. The company believed the leak must have started after this date due to an impact on a pipe. The Home Buyer was advised to have her central heating and hot water system serviced annually, and the leak would have been detected earlier if this had been done. The Home Builder attended the Property on 2 August 2023, to examine the hot water cylinder, and a new cylinder was to be installed in the week of 7 August 2023.

The Home Buyer had previously accepted compensation of £3,500.00 for the problems she experienced in the early stages of her "journey" with the Home Builder. The Home Builder denied that any additional compensation is owed, or that it had breached the Code.

Findings

The adjudicator found that while there were at times delays in the Home Builder providing a response to a contact from the Home Buyer, overall the Home Builder responded to the complaints raised by the Home Buyer substantively and in a timely manner. The adjudicator acknowledged that a substantial number of contacts were at times required, and that this will have been a cause of distress to the Home Buyer, but ultimately Section 4.1 of the Code had not breached simply because a large number of contacts were required.

However, the adjudicator found the Home Builder had breached Section 5.1 of the Code by failing to resolve the customer's complaint about her water tank within an "appropriate time".

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £300.00 to the Home Buyer for the inconvenience she experienced because of the Home Builder's breach of the Code.

Complaint

The Home Buyer identified numerous defects to kitchen units and advised the Home Builder accordingly. Despite several visits to the property by the Home Builder and its kitchen sub-contractor many of the defects remain outstanding.

The Home Builder believes that following the numerous visits to the property that the complaint is closed but the Home Buyer does not agree and believes the Home Builder is in breach of Sections 4.1 and 5.1 of the Code.

Defence

The Home Builder did not submit a formal response to the claim.

Findings

The adjudicator found that the Home Buyer did not establish on a balance of probabilities, that the Home Builder was in breach of any Section of the Code as alleged. The adjudicator identified that the twenty-four month builder's warranty for the fixing of snagging elements is still ongoing and only expires on 13 January 2024, thus the Home Builder has outstanding time to remedy any snagging items brought to its attention.

Decision

The claim does not succeed, and the Home Builder is not required to take any action.

Complaint

The Home Buyer complains about a problem with the drainage in the garden of the Property that he says that the Home Builder has acknowledged and attended to but then failed to complete, and that therefore continues to be an issue. The Home Buyer argues that these events amount to a breach of Sections 4.1 and 5.1 of the Code, because the Home Builder did not provide an accessible after-sales service or a system and procedures for receiving, handling and resolving complaints.

Defence

The Home Builder denies that it has breached the Code. In respect of Section 4.1, it says that it provided an after-sales service in line with the Code and its own processes, because it completed remedial works in 2019 and installed a French drain and gravel slip in 2022. It says that there was no requirement for additional drainage to be installed. In respect of Section 5.1, the Home Builder says that it complied with its complaints procedure as outlined on its website.

Findings

The adjudicator found that the Home Buyer had to chase for a response to the issue with water ingress over a considerable period of time, which he had sought to do courteously and constructively. Although the Home Builder had instructed contractors to install first a land drain in the Property, then a trench in the Property, then a French drain in the field behind the Property, none of these works solved the problem.

The adjudicator found the Home Builder had taken a considerable amount of time to carry out these works and that its delay in replying, and its failure to perform all of the works that its own staff accepted were necessary, meant that the Home Buyer had not, in practice, had an “accessible” after sales service.

Further, the adjudicator noted that the Home Builder’s response to the complaint made by the Home Buyer was inadequate. It was clear that the problem had not, in fact, been solved. This was recognised by a member of the Home Builder’s staff (albeit the Home Builder sought to say that this was an error). The adjudicator therefore found that, in breach of Section 5.1 of the Code, the Home Builder had not “dealt with” the Home Buyer’s complaint within “an appropriate time”, because its response to the complaint was inadequate.

Decision

The claim succeeded and the Home Builder was directed to carry out works extending the stone drainage area around the whole back garden of the Property, installing drains down the side path of the Property and allowing water to drain via the storm water drainage. The Home Builder was also directed to professionally returf the garden of the Property.

Complaint

The Home Buyers' claim primarily regarded the fact that the Home had been mis-sold, it had been completed differently to the marketing material shown, and it was not completely finished. Primarily it was argued that the garden had been redesigned without their knowledge, a steep elevation was built in, and the boundary wall was not to plan.

The Home Buyers' argued that the Home was not built to certain "Health, Safety and Environment guidelines", and the Home Builder had failed to attend to the required works at the Home for a significant period of time.

Defence

The Home Builder acknowledged that there had been shortfalls in the after-sales service provided, and the customer service levels provided, however it disputed that Sections of the Code had been breached prior to completion. The Home Builder submitted that they had met with the Home Buyers, the NHBC, an agreement had been reached regarding the completion of certain works at the Home, and a schedule of works had already been provided to the Home Buyers; this was in the process of being completed during the adjudication process.

Findings

The adjudicator found that it was not within the scope of the scheme to make determinations on disputes between the Home Buyers and the Home Builder as to whether or not the Home Builder was obligated to complete certain works at the Home; this was currently going through the NHBC's process at the time. The adjudicator explained that a direction to the Home Builders to complete certain works, which the Home Builder had deemed they were not liable to complete.

The adjudicator found there was insufficient evidence to show that the Home, and in particular, the garden, had been mis-sold to the Home Buyers, and the marketing material presented by the Home Builder contained appropriate disclaimers; there was insufficient evidence to show that the Home Builder had breached Section 1.5. The Home Buyers were seeking to rely upon verbal conversations between themselves and the Home Builder, which could not be verified through evidence, and it was explained that submissions alone would not be sufficient evidence of a breach.

The adjudicator also found that there was evidence to show that the Home Builder had satisfied its obligations pursuant to Sections 2.1, 2.2 and 2.3, as the Home Builder had provided evidence of documentation being provided to the Home Buyers in this regard. It was further explained that there was a lack of evidence to show that the NHBC had breached Sections 5.2, as it appeared to have cooperated with all third party organisations involved.

The adjudicator did however find, and the Home Builder appeared to have accepted, that breaches of Sections 4.1 and 5.1 had occurred. However, it was explained within the decision that there was in fact evidence to show that the Home Builder had attended the Home to address the Home Buyers' concerns, the Home Builder had undertaken an evaluation of the Home and the issues raised, and there was a schedule of works provided and a plan of action was in place.

Given that there were breaches of Section 4.1 and 5.1 an award of £200.00 was made, and the Home Builder was directed to provide the Home Buyers with an apology.

Decision

The claim succeeded and an award of £200.00, and an apology, was made.

Complaint

The Home Buyer submitted that he raised a snagging issue relating to water in the toilet becoming yellow without usage. The Home Builder examined the issue in January 2023, but although work was performed, the problem remained. The Home Builder suggested installing a non-return valve, but he objected as he was not given a satisfactory explanation for this work and due to concerns that it might increase the risk of blockage. The manufacturer of the non-return valve agreed that it was not the appropriate resolution for the problem. The Home Builder had been unresponsive and had not yet resolved the problem. He argued that the Home Builder had breached Sections 4.1 and 5.1 of the Code.

The Home Buyer's comments on the Home Builder's Defence were that with the exception of an unannounced visit on 4 August 2023, no progress had been made since 16 June 2023. The Home Builder had not been responsive, and had been the primary cause of delays. The Home Builder had not provided information reasonably required by the Home Buyer.

The Home Buyer sought for the Home Builder to properly resolve the issue and pay unspecified compensation.

Defence

The Home Builder submitted that in response to the Home Buyer's complaint, the issue was examined on 16 January 2023, with the Home Buyer asked to monitor the issue afterwards. The Home Builder proposed installation of a non-return valve, but there were delays as the Home Buyer was not convinced this was the correct remedy. On 16 June 2023, the Home Builder agreed to provide alternative work, without installation of the non-return valve. The proposed work was scheduled to be completed after the arrival of the required tiles from Italy. The Home Builder denied that it has breached the Code.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code by failing to resolve the Home Buyer's complaint within an "appropriate time".

Decision

The claim succeeded. The adjudicator directed the Home Builder to resolve the Home Buyer's complaint in line with the work proposed on 16 June 2023 and without installation of a non-return valve, and to pay the Home Buyer £250.00.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 4.1, because it did not resolve his complaint about defects at the Property. He stated that he informed the Home Builder's sales representative and customer services department that there are scratches on the kitchen sink and the front door. The Home Builder refused to attend to the issues reported, because it stated that he did not report the issues at handover.

Defence

The Home Builder submitted that it advised the Home Buyer at the home demonstration prior to handover, that paperwork must be completed prior to moving into the Property, and that all damage within the Property must be reported on occupation of the Property and that these would not be addressed if not recorded at the time of handover. This is due to damage occurring during the moving in process, such as moving large items through the front and back doors and boxes put on worktops to unpack. Such damage would not be deemed snags as these could have been caused by the Home Buyer. This is separate to the snagging and warranty procedure, in which buyers report snags at various intervals (such as 7 days after handover, 6 months after handover, and throughout the warranty period) which would be dealt with in line with NHBC/LABC guidelines.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about issues at the Property with reference to its obligations under Code Sections 4.1 and 5.1.

There was no breach of Code Section 4.1 on the evidence. The evidence showed that the Home Buyer was able to access the Home Builder's after-sales service, having reported marks and scratches to the front door, and scratches to the kitchen sink, which the Home Builder responded to. There was also no indication of a failing in respect of the provision of contact and guarantees/warranties information.

The Home Builder did not breach Code Section 5.1, because the correspondence between the parties regarding the complaint shows a reasonable level of engagement from the Home Builder with the Home Buyer in relation to his complaint. The correspondence showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaint, including making arrangements for the investigation of the white marks reported, considering the Home Buyer's complaint about scratches to the front door and the kitchen sink, and providing its response to the complaint. On the basis of the photographic evidence provided and the description of the issues, the Home Builder's decision that the scratches and marks arose from wear and tear was not unreasonable.

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 breached Code Section 2.3, because it claimed that he had invalidated the warranty cover for one of the rooms at the Property due to works that he carried out. It breached Code Section 4.1, because its after-sales is carried out by one person and there has been no visible escalation procedure in place. It breached Code Section 5.1, because it did not resolve his complaint that the central heating and hot water systems at the Property do not work properly.

He experienced this issue since he moved into the Property in December 2020, and he complained to the Home Builder about this in December 2020. It breached Code Section 5.2, because he was not given the freedom to appoint an advisor and the Home Builder ignored the advice given by its advisors who recommended a replacement thermostat.

Defence

The Home Builder submitted that the complaint falls outside the scope of the Code, because it is a complaint about defects at the Property and snagging issues fall outside the scope of the Code. Specific queries regarding the warranty should be referred to the warranty provider.

It provided the Home Buyer with the information required under Code Section 4.1, and it engaged significant time in responding to and addressing the Home Buyer's complaints. The boiler and heating system were installed in accordance with the specification for the Property. It instructed third parties to inspect the boiler and no defect was identified.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about snagging items with reference to its obligations under Code Sections 4.1 and 5.1.

There was no breach of Code Section 4.1 on the evidence. The correspondence between the parties showed that the Home Buyer was able to access the Home Builder's after-sales service, having reported an issue with the heating system after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer regarding and made various arrangements to investigate.

However, the Home Builder breached Code Section 5.1, because it had not shown that it fully explored all reasonable options in investigating the issue reported. While the Home Builder stated that the system was installed in accordance with the manufacturer's instructions, an engineering report that it provided highlighted the option of a joint visit with the manufacturer present to investigate the issue and there was no indication that the Home

Builder had explored the option of a joint visit with the manufacturer as noted in the engineering report.

Decision

The claim succeeded in part, and the Adjudicator directed the Home Builder to:

- a) Investigate the Home Buyer's complaint that there is an intermittent issue with the heating and water system at the Property, including exploring the option of a joint visit with the system manufacturer as described in the engineering report that the Home Builder provided; and
- b) Provide the Home Buyer with a written response setting out its findings and proposed course of action to resolve the complaint.
- c) Pay the Home Buyer £100.00 in compensation for inconvenience.

Complaint

The Home Buyer's claim regarded mis-selling of the Home. Particularly that the Home was advertised as having two parking spaces and it was priced at a higher price accordingly. The Home Buyer submitted that he opted for the Home over another plot, as the Home had two parking spaces as opposed to one. It has transpired that the difference in the size of driveway allocated to each plot is minimal; for all intents and purposes, the other plot the Home Buyer opted not to purchase also had two parking spaces. The Home Buyer argued that, but for the misinformation regarding the parking spaces that would be available at each individual plot, the Home Buyer would not have purchased the Home over the other plot, and they would have saved £5,000.00 on the purchase price.

Defence

The Home Builder argued that, in accordance with industry standards, the other plot referred to by the Home Buyer could not be marketed as having two car parking spaces; the driveway was insufficient in size. The Home Builder argued that each plot is priced individually, and there are numerous factors which impact price not just the parking spaces available. The Home Builder argued that the Home was not misrepresented in any way, it does have two parking spaces as was advised to the Home Buyer, and therefore it has not breached any sections of the Code.

Findings

The adjudicator found that there was evidence, by way of conveyancing plans, to show that the Home was to be built as having two car parking spaces, whereas the other plot referred to by the Home Buyer was to have one car parking space; both the Home Buyer and the Home Builder provided copies of these plans. These plans were shown to the Home Buyer at the point in which the reservation agreement was entered into, and as there is no dispute as to whether or not the Home Buyer was provided with two car parking spaces, there was no breach of Section 1.5 or 2.1.

The adjudicator further found that while the buyers of the other plot referred to may have physically been able to park two cars on their driveway, this did not mean it was marketed as having two car parking spaces, nor was it planned to have sufficient space for two cars. Moreover, it was noted that if the Home Builder could have marketed the other plot as having two driveways it would have done so, given that this would have warranted an increased sales price; there was no apparent reason for the Home Builder to market the other plot as having less car parking spaces if this was not the case.

The adjudicator also found that, even if there was evidence of misinformation having been provided in relation to the other plot in this regard, no monetary loss has been suffered. Ultimately, the Home Buyer purchased the Home as having two car parking spaces, and two car parking spaces were provided; the Home itself was not misrepresented, or mis advertised, in any way.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder breached the Code by providing poor customer and after-sales service when dealing with the Home Buyer's complaints concerning snagging issues at the Property

Defence

The Home Builder's position is that it has not breached any section of the Code. The Home Builder has provided accessible after-sales services and tried to resolve the outstanding issues within a reasonable period. Accordingly, no redress is due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found the Home Builder failed to respond within a reasonable time frame to the Home Buyer's inquiries concerning the defects. The Home Buyer's issues were not addressed by the Home Builder in a reasonable timescale and as such, Section 5.1 of the Code was breached

Decision

The claim succeeded and the Home Buyer was awarded the sum of £200.00 for inconvenience caused.

Complaint

The Home Buyer's claim regarded three specific issues; the installation of the kitchen island, the bi-folding doors within the Home, and complications with the heating system within the Home. The Home Buyer advised that the kitchen island was not installed correctly, it was out of line which caused issues with the underflooring heating, and there was a delay in the completion of the required re-tiling. The Home Buyer further advised that the bi-folding doors were installed poorly, meaning that they would not open and close properly, and this was not resolved for an extended period of time; although contractors attended, there were disputes as to what needed to be done to resolve the issue, invasive works were completed unnecessarily, and so on. The Home Buyer further advised that the boiler control panels were faulty, a leak occurred with the heating system causing significant damage, and the Home Builder had failed to make the Home Buyer aware of the location of the stop cock meaning that the damage was further exacerbated.

Defence

The Home Builder argued that the issues with the kitchen island were addressed quickly, however the full resolution of this issue was delayed due to issues beyond their control. The Home Builder submitted that the Home Buyer initially refused to remove the tiling that had been installed, and an assigned contractor had ceased trading days before the works were due to go ahead.

The Home Builder further submitted that it could not determine the precise fault of the bi-folding doors immediately, however, it addressed this issue expeditiously, and several attempts to provide a resolution were made within a reasonable period of time. The Home Builder argued that while there was a delay in resolving this issue in its entirety, there was no delay in its attempts to address this matter.

The Home Builder submits that the issues with the boiler control panel were addressed immediately upon them being reported, the issues appeared to be resolved in full, and it was not until February 2023 that the Home Buyer reported any further issues. Moreover, when the Home Buyer did make such a report during February 2023, this was again addressed almost immediately. The Home Builder submits that the Home Buyer did not contact the Home Builder when this emergency occurred, rather, the Home Builder called a private plumber themselves and incurred costs. The Home Builder submits that these costs could have been avoided in their entirety, as the Home Builder still attended the property in any event on the day of, and the day after, the leak occurred. The Home Builder also argued that the Home Buyer had been made aware of the location of the stop cock, and the Home Builder's emergency contact number.

Findings

The adjudicator found that snagging issues could not be addressed within this adjudication. It was explained that a determination could not be made as to whether or not the Home

Builder should be liable to compensate the Home Buyer for the failure to install fixtures and fittings, such as the kitchen island, correctly in the first instance, or whether or not the Home Builder was liable to compensate the Home Buyer for the costs that will be, or have been, incurred correcting these issues when the Home Builder has not agreed to correct these issues.

The adjudicator did, however, consider the Home Builder's obligations pursuant to Sections 4.1 and 5.1 of the Code. The adjudicator found that the Home Builder had agreed to replace the Home Buyer's kitchen worktop, and there was an unreasonable delay in resolving this issue; while it may have been addressed quickly, it was reported during November 2022 yet not resolved until June 2023. Similarly with the bi-folding doors, although this was addressed quickly, the actual root cause of the issue was not diagnosed until February 2023, and a resolution was not provided until June 2023.

The adjudicator did however find that there was evidence, a signed check list, to show that the Home Buyer had been made aware of the location of the stop cock. The adjudicator also found that upon issues with the boiler control panel being reported, this was addressed and resolved quickly; there were two occasions during October 2022 and February 2023 where such issues were resolved expeditiously. With regard to the leak itself, there was evidence to show that the Home Buyer had contacted an independent plumber unnecessarily; the Home Builder would have addressed this themselves. Moreover, the Home Builder had provided evidence to show that its own contractor had attended the same day in any event, the Home Buyer's independent plumber actually contacted them to attend, and the Home Builder reattended thereafter to assess the leak and the resultant damage. The Home Builder also outlined its position in response to the Home Buyer's claim quickly, and a detailed final response was issued.

The adjudicator found that there had been breaches of Section 4.1 and 5.1 with regard to the kitchen island and bi- folding doors, which caused a degree of inconvenience, but not with respect to the boiler issues raised. The adjudicator therefore awarded £200.00 in compensation.

Decision

The claim succeeded and an award of £200.00 for inconvenience was made.

Complaint

The Home Buyer's claim regarded the warranty that was provided for the kitchen worktop. The Home Buyer submitted that they were not made aware that this needed to be registered within 12 months of the Home being purchased, they did not register the warranty accordingly, and this meant that it could not be utilised upon the discovery of chips to the worktop. The Home Buyer further advised that the Home Builder had been difficult to correspond with regarding this issue, and the Home Builder had merely sought to deny any responsibility. The Home Buyer's argument was that, had the Home Builder have made them aware of the need to register this warranty, it could have been utilised following the discovery of these chips, and the Home Buyer would not be in a position whereby a replacement worktop needs to be purchased.

Defence

The Home Builder argued that the Home Buyer had been provided with a 'handover pack' containing all of the pertinent information relating to the warranties provided; it was confirmed that it was solely the Home Buyer's responsibility to register these warranties. The Home Builder also noted that, in any event, the damage referred to and evidence by the Home Buyer would have rendered this warranty void even if it had been registered; it could not have been used to have this damage repaired free of charge.

Findings

The adjudicator found that there was sufficient evidence to show that the Home Buyer had been made aware of the warranties that were provided for the fixtures and fittings within the Home, and the Home Buyer had also been made aware of the need to register these warranties. The adjudicator also found that the warranty provided, even if registered, would not have covered the damage that was the subject of this claim.

There was evidence to show that the warranty provider was contacted, and they confirmed that any impact damage, such as the Home Buyer's, would have rendered the warranty void; there was evidence to show that the warranty provider had assessed the damage, confirmed that this was indicative of impact damage, and therefore the warranty was void in any event. Therefore, the adjudicator found that even if there was insufficient evidence to show that the Home Buyer had been made aware of this specific warranty, no financial loss had been experienced in any event as the damage could have rendered this warranty void.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that the Home Builder was in breach of sections 4.1 and 5.1 of the Consumer Code for Home Builders (the Code) in respect of issues with the condition of the garage door which had not been remedied by the Home Builder. The Home Buyer further submitted that the aftersales service was extremely slow, attendance was not prompt and the handling of the Home Buyer's complaint did not meet the required standard.

The Home Buyer sought £3,164.00 compensation for replacement of the garage door.

Defence

The Home Builders denied liability, on the basis that the warranty did not cover the type of damage shown and the deterioration arose through a lack of maintenance. The Home Builders further submitted that the Home Buyer did not respond to them promptly. The Home Builder submitted that arrangements were made to attend the Home and respray the door, however this could not be carried out as any repair was found to be unable to be carried out to an acceptable standard. The Home Builder therefore submitted that the Home Buyer had been provided with an accessible after sales service and prompt responses to any complaints, and that there was no breach of the Code.

Findings

The adjudicator found that no award could be made in respect of repairs, however as the Home Builder's had not fully investigated the complaint by conducting an independent inspection of the damage, it could not be determined that the damage was not the Home Builders' responsibility to address. The adjudicator found that the Home Builders had not provided an adequate complaints service in that regard. The adjudicator also found that the Home Builders failed to respond to the Home Buyer in a timely manner on occasion and did not provide updates for an extended period of time. The adjudicator also found that the Home Builders had not provided information regarding the garage door warranty at the outset. The adjudicator found that the Home Builders had breached sections 4.1 and 5.1 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builders to pay the Home Buyer £150.00 for the inconvenience caused and arrange for an independent inspection to assess the damage to the garage door.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 2.1, 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits poor finishing to their home, with a number of snagging issues and damage to personal property.

The Home Buyer adds there has been a lack of communication between customer care and the site; flooding to the garage causing damage to stored goods, unfinished interior and exterior of the house which required major construction works that lasted over 6 months; all of which has caused stress on their relationship.

The Home Buyer asserts there has been a lack of after sales service; no system in place for resolving complaints and that over 12 months on they are still have ongoing issues that were apparent on day one.

Defence

The Home Builder's position is that it denies breaching the Code. Specifically, whilst the Home Builder acknowledges that "the standard of finish" on completion was as it "aspires" to, it submits that it has dealt with the Home Buyer's complaint in a "fair and reasoned manner". In relation to snagging issues, whilst the Home Builder acknowledges further to some "delays" in remedial works, it submits that remedial works were booked at the first available opportunity and have been "completed satisfactorily", commenting none of the works were "major" and that - in relation to attendance - there were occasions when contractors turned up and the Home Buyer was not present.

In relation to the flood in the garage", the Home Builder submits that it advises, in its Welcome Pack, to "exercise caution" in relation to the garage as it is "not a habitable room when it comes to storage of items". The Home Builder states that "no supporting evidence of losses" has been provided by the Home Buyer however that it has previously made monetary offers which were declined by the Home Buyer. The Home Builder comments further that its attempts at resolution were "reasonable" and that it disputes the claims made by the Home Buyer.

Findings

The adjudicator found that storing items in a garage is a normal activity to expect of a Home Buyer and that the Home Builder breached Section 2.1 of the Code as it did not provide suitable pre-purchase information in relation to advising against using it for the storage of items.

The adjudicator further found Section 4.1 of the Code had been breached as the Home Builder failed to provide an accessible after sales service when it failed to treat the Home Buyer's property with respect and damaged goods.

The adjudicator found that there were a number of issues with the complaint handling in as much as the Home Buyer had to contact the Home Builder on a number of occasions about

the issues raised; a number of snagging issues remained outstanding and that proposed timescales for resolution were not always provided. As such, Section 5.1 of the Code was breached.

Decision

The claim succeeded (in part) and the adjudicator awarded a payment of £1600.00 towards the value of the damaged items and a further £250 for inconvenience.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.5, 2.1, 4.1 and 5.1 of the Code. Specifically, the Home Buyer lists a number of issues in dispute: i) an alleged flooring issue to a section of the back garden, ii) a “*lack of documentation*” in relation to land drainage work, iii) “*false representation*” of existing back garden drainage plans, iv) the presence of unknown/unidentified deep manhole, v) unpruned and low hanging trees, vi) poor quality work, vii) a limited provision for reporting defects and viii) a lack of continuity in dealing with complaints/issues.

Defence

The Home Builder’s position is that it denies breaching the Code and states that a number of issues raised fall outside the scope of the Code. They state the Property fully complies with NHBC standards and tolerances, but has recognised in relation to the pooling of water, this as an undesirable issue and offered to install additional land drains in or around August 2022 but that the Home Buyer’s lack of cooperation impeded their efforts to rectify the issues complained of.

In relation to the manhole, the Home Builder states that, no existing manholes were recorded on the topographical surveys which they undertook at the time it purchased the land for development and that as the manhole was unknown to them, it was not reflected on any engineering drawings or plot plans seen by the Home Buyer. It was only when the Home Buyer, cleared the area of vegetation the manhole was uncovered. They add it is unfortunate that the manhole remained undetected during both their due diligence conducted when it purchased the land, and the Home Buyer’s own due diligence conducted when purchasing the Property.

In relation to the trees bordering the property these are subject to Tree Preservation Orders and cannot be pruned without the consent of the local authority. Responsibility for this has been transferred to the Home Buyer and was explained to him numerous times prior to the date of legal completion and who chose to proceed with the purchase in full knowledge of the situation albeit has since continued to demand practical action

In respect of the claim of lack of continuity in dealing with complaints, the Home Builder asserts their records indicate that the Home Buyer’s communications were dealt with in a timely and attentive manner although the parties have now reached an impasse and in respect of the limited provision for reporting defects, the same defect reporting procedure applies to all customers and ensures transparency and fairness and of which the Home Buyer is clearly aware of the reporting procedures as multiple defects have been reported, attended to and closed.

Findings

The adjudicator found that the absence of the manhole in the plans/sales and marketing material meant that the pre-sales material was not “clear” within the meaning of Section 1.5.

In addition, the adjudicator found the presence of a (possibly third-party owned) manhole/drain infrastructure in a garden would have been of significant importance to any potential buyer and that as such, its absence from the pre-sales material meant that the Home Buyer was not provided with appropriate information about the Property, contrary to the requirements of Section 2.1 (whether or not the Home Builder knew of the manhole or should have known). The adjudicator therefore found that the Home Builder breached Sections 1.5 and 2.1 of the Code.

The adjudicator did not find breaches of Section 4.1 of the Code as they found the Home Builder did provide an after-sales service and that the Home Buyer knew how to access it and what the service was meant to include.

However, the adjudicator found a breach of Section 5.1 of the Code given the long duration of the complaints, that proposed timescales for the resolution were not always proposed and the absence of a resolution.

Decision

The claim succeeded (in part) and the Home Builder was directed to pay £250 for the inconvenience caused.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 4.1, because it did not rectify outstanding issues at the Property. They had complained to the Home Builder that there was a squeaky floor and noise coming from a shower and toilet in the Property.

Defence

The Home Builder submitted that it constructed the Property in accordance with building regulations. It carried out a sound insulation investigation and the Property was found to be compliant. It had also arranged for remedial works to be carried out on the floor.

Findings

The Adjudicator found the complaint about the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyers' complaint about issues at the Property with reference to its obligations under Code Sections 4.1 and 5.1.

There was no breach of Code Section 4.1 on the evidence. The correspondence between the parties showed that the Home Buyers were able to access the Home Builder's after-sales service, having reported the issues after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyers and made arrangements to investigate. There was also no indication of a failing in respect of the provision of contact and guarantees/warranties information.

However, the Home Builder breached Code Section 5.1, because although it took some action in respect of the creaking floor, it did not show that it had fully explored all reasonable options in investigating and resolving the complaint about the creaking floor.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to: investigate the Home Buyers' complaint about creaking flooring in the ensuite; provide the Home Buyers with a written response setting out its findings and proposed course of action to resolve the complaint; and pay the Home Buyers £100.00 in compensation for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.6, because it cancelled the Reservation agreement and it did not reimburse the Reservation fee to her. There were no conditions included within the Reservation agreement stating that the Reservation fee would not be refunded if the Home Builder cancelled the Reservation. No information was provided verbally or in writing regarding how the Reservation agreement would end.

Defence

The Home Builder submitted that the Reservation agreement was compliant with Code Section 2.6, because it provided the information required under the Code Section. The Home Buyer was not able to proceed with the sale because a dependent sale could not be found. It was justified and fair for it to retain the Reservation fee, as the legal fees alone exceeded the £1,000.00 Reservation fee, disregarding disbursements such as Land Registry Office Copies. It also expended considerable management time, the cost of which could have been deducted from the fee. It denied any breach of the Code.

Findings

The Adjudicator found that the Home Builder did not breach Code Section 2.6. Although the Reservation agreement did not specifically state that the Home Builder had the right to cancel the Reservation, on the facts of the case, the Home Builder was entitled to treat the Reservation as having been cancelled by the Home Buyer. This is because having reserved the Property on 15 July 2022, there was no indication as at May 2023 that the Home Buyer was in a position to proceed with the sale and the Home Buyer had not provided any details of when she would have been in the position to proceed with the sale. In circumstances where the sale had not progressed over several months and there were no details as to when progress might be made, the Home Builder was entitled to treat the Reservation as having been cancelled by the Home Buyer. It was reasonable for the Home Builder to deduct its costs from the Reservation fee, given the length of time that passed after the Reservation and the costs incurred in that period of time. The Home Builder had also informed the Home Buyer that she would lose the Reservation fee if she could not provide an update on her dependent sale.

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 says the Home Builder sold them a show home rather than a new property, and once this and the snagging issues were raised, the Home Builder provided poor customer service, all leading to considerable disruption and stress. In doing so, the Home Buyer claims that the Home Builder has breached sections 1.5, 2.6 and 5.1 of the Consumer Code for Home Builders.

Defence

The Home Builder's position is that it has not breached any section of the Code. As the property was built complete and fitted with carpets in February 2022, this was viewable to all potential purchasers visiting the development, hence, why the Home Buyer and other customers were able to view the home with carpets and kitchens installed prior to making their decision to purchase and completing their reservations. The Property was sold with all internal fittings as seen, which the Home Buyer also accepted in writing. The Home Builder agrees it had several snagging issues in the property to resolve, and it has fixed the various issues in line with NHBC standards and the Warranty. The Home Builder has also provided goodwill gestures due to the problems faced by the Home Buyer. Accordingly, the Home Builder does not consider there has been any breach, and it has complied with the Consumer Code for Home Builders

Findings

The adjudicator found that the Home Builder was entitled to use the Property as it wished, including using it for advertising and marketing purposes, and that this did not automatically mean that the Home Builder's sales, marketing and reservation material was misleading and untruthful.

The adjudicator further found that the Home Builder responded to the Home Buyer's complaints and enquiries within a reasonable time frame, and that the issues raised had been, and continue to be, addressed by the Home Builder.

Decision

The claim does not succeed.

Complaint

The Home Buyer says that the Home Builder has breached sections 1.2, 1.3, 1.5, 2.1, 2.2 and 2.6 of the Consumer Code for Home Builders. The Home Builder did not mention the Consumer Code or provide a copy. Furthermore, the Home Builder mis-sold the property's kitchen as the true size of the kitchen was different from that provided in the CGI illustrations provided by the Home Buyer. Once this issue was raised, the Home Buyer failed to provide various documents and provided poor customer service.

Defence

The Home Builder's position is that it has not breached any section of the Code. The Home Builder says the Welsh Help to Buy guide is displayed on its website, and the link for the Consumer Code website is displayed within this document. The CGI illustrations are for guidance only, and working dimensions are subject to as-built site measurements. These communications were all sent prior to the contract exchange, and the Home Buyer was well within their rights to withdraw from the sale if unhappy. Concerning the other issues raised by the Home Buyer, these were all dealt with within the previous adjudication.

Findings

The adjudicator found that some of the issues raised by the Home Buyer had already been considered within a previous adjudication (117210687) and could not therefore be reconsidered here.

The adjudicator found that a copy of the Code had not been provided to the Home Buyer as per Section 1.2 of the Code and as such, this was a breach.

The adjudicator further found that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Property to be exactly the same as shown in the Home Builder's sales and advertising material. The adjudicator was not persuaded that the CGI illustrations showing a slightly different arrangement or size automatically meant that the Home Builder's sales and marketing material was misleading and untruthful and they were satisfied that the Home Buyer was provided with enough pre-purchase information to help them make suitably informed purchasing decisions.

Decision

A sum of £50.00 was awarded to the Home Buyer for the inconvenience caused by not receiving a copy of the Code.

Complaint

The Home Buyers submitted that there had been numerous breaches of the Code; the Home Buyer had referred to breaches of 14 sections of the Code.

The Home Buyers advised that the reservation agreement was unclear, the purchase price recorded was not adhered to, and its expiry date was also undetermined. The Home Buyers also submitted that the build specifications, and materials to be utilised during the construction, were markedly downgraded, and this has resulted in the original planning permission obtained no longer being useable as a result; the materials utilised for the cladding, and guttering, in particular. The Home Buyers also noted that no formal handover took place, no guidance was provided in relation to the equipment in the Home, and no explanation of the warranties was provided. The Home Buyers advised that there were numerous outstanding defects that needed to be corrected by the Home Builder, and there had been significant delays in attending to the issues reported. The Home Buyers also noted that the manner in which their complaints were handled was poor, there had been a lack of formative responses, and it has since ceased responding to snagging issues that are raised.

The Home Buyers were ultimately seeking for the Home Builder to attend and replace the cladding installed with the agreed specification, to remove and replace the soil and turf that was laid, and to pay compensation in the sum of £15,000.00.

Defence

The Home Builder argued that the changes to the building specifications were communicated to the Home Buyers in advance, and the Home Buyers have accepted that a document detailing these changes was received in advance. The Home Builder argued that they had made it clear to the Home Buyers of the change to cladding material, and the guttering, and none of the planning permission obtained would have been impacted by this change. The Home Builder also advised that the pre-contract information provided was clear and detailed, the warranties for the Home were explained to the Home Buyer, and the Home Buyer was provided with adequate updates regarding the delays that occurred.

The Home Builder also advised that an accessible after-sales service, and complaints handling procedure, had been provided and implemented, and the Home Buyers had utilised both these services and procedures. The Home Builder argued that, while there had been no breaches of the Code, even if there had been, no actual monetary loss had been established by the Home Buyers.

Findings

The adjudicator explained that there were a number of alleged breaches of the Code that had been raised without any associated monetary loss being established. It was advised that the adjudicator would consider all issues raised by the Home Buyers, however, specific commentary would be provided on breaches where there was such a loss associated; for instance, the Home Buyers had referred to a breach of section 2.2 of the Code, being

advised of health and safety precautions, without any reference to any inconvenience this caused, or any monetary loss that was caused.

The adjudicator considered whether or not the Home Builder had breached Section 1.5, 2.6, 3.1, 4.1 and 5.1.

The adjudicator reviewed the reservation agreement, and it was found that the reservation agreement stipulated the expiry date, it stipulated the purchase price, and the Home Builder was made aware of their termination rights.

The adjudicator explained that disputes relating to the manner in which the Home was constructed to, or whether or not industry regulations or standards had been complied with, was not encompassed by the provisions of the Code, and therefore were outside of the scope of the scheme.

The adjudicator found that, while there had been a change in specification with regard to the use of certain materials, the cladding and guttering, these changes were communicated to the Home Buyer in advance, in a durable format, and these changes were agreed to. There was also a lack of evidence to show that substantial changes had occurred, or that the new materials utilised were of a significantly lower quality than originally agreed.

The adjudicator did however note that the levels of communication before and after the completion of the Home were not fully adequate. There was evidence to show that the Home Buyers were repeatedly chasing the Home Builder for updates and responses, they were having to chase the rectification of snagging issues the Home Builder had agreed to address, and complaints were not escalated, and addressed, properly. In particular, one complaint was not investigated into on the basis that a neighbouring property had raised a similar complaint, and the Home Builder's position would not be changing.

The adjudicator found that there had been breaches of Section 4.1 and 5.1 and awards of £250.00 in compensation and an apology were made.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £250.00 and provide them with an apology.

Complaint

The Home Buyer's claim was that the drystone wall erected on the boundary lines lacked structural integrity. The Home buyer submitted that 2 years after handover a section of the wall had collapsed, leaving the Home unsecure to neighboring farm animals, and posing a health and safety risk. The Home Buyer reported this to the Home Builder, yet within 2 days the Home Builder took the stance that they had no liability. The Home Buyer's argument was that concerns regarding this wall were raised during 2021, the wall collapsed 2 years later, and the Home Builder failed to acknowledge that it was not constructed adequately in the first instance.

Defence

The Home Builder argued that prior to completion a structural survey of the wall had taken place, and no issues were noted. The Home Builder also received a separate complaint from a third party owner, who raised similar concerns, during 2022, and a further survey confirmed that there were no issues with the structural integrity of the wall. The deed plan, agreed to by the Home Buyer, was clear in that it was the Home Buyer's responsibility to maintain the wall, and to replace and renew the boundary walls when necessary. The Home Builder also noted that the actual damage in contention was indicative of fair wear and tear. The Home Builder denied liability in full.

Findings

The adjudicator explained that the decision would be restricted to issues arising from breaches of the code, and the manner in which a wall is erected, and its structural integrity, could not be considered as a result. The Home Buyer appeared to have made a number of references to the Buildmark Policy, as opposed to the Code.

The adjudicator found that the adjudication could continue on the basis of potential breaches of Section 4.1 and 5.1; the Home Buyer had referred to a lack of action taken upon issues being raised, and the Home Builder's failure to address their complaint to a material degree.

The adjudicator found that there was evidence to show that the Home Buyer had reported issues with the wall during June 2021, and the Home Buyer provided evidence to show that a third party's complaint, of an almost identical nature, was provided with far more consideration than theirs' was; this third party's section of the wall was subject to a further survey and so on. The Home Buyer provided evidence to show that the collapse of the wall was reported on 20 August 2023, and by 23 August 2023 the Home Builder had already determined that it had no liability without further investigation. The adjudicator found that these issues amounted to breaches of Section 4.1 and 5.1

Decision

The claim did succeed and an award of £150.00 to reflect the inconvenience caused was made.

Complaint

The Home Buyer's claim was that there were a number of issues with the Home that were reported shortly after handover, and issues that remained unresolved. The carpets were of poor quality and had exhausted their lifespan too quickly, microcracking was present causing significant noise, the shower cubicle installed incorrectly, the bathroom flooring was installed poorly, and the kitchen breakfast bar had been installed incorrectly. The Home Buyer also believed, given the temperature of the Home, that there was insulation missing, and there were issues with the heating system in the Home. The Home Buyer submitted that they had accommodated numerous contractors' appointments to have these issues addressed, it was taking an unreasonable period of time to provide the Home Buyer with a form of resolution, and the value of the Home will be decreased until these issues are resolved. The Home Buyer was ultimately seeking for the Home Builder to attend and carry out the required works or compensate them for the costs they will incur completing these works.

Defence

The Home Builder argued that the correct processes had been followed upon the Home Buyer reporting issues at the Home. The Home Builder advised that it is entitled to dispute liability as to whether or not it is obligated to repair certain fixtures and fittings, or whether or not it is obligated to carry out specific works at the Home, and it has not sought to be dismissive. The Home Builder submits that the Home Buyer has had the opportunity to escalated the defects with the NHBC, and any non-defect related issues can be pursued through this scheme. The Home Builder submitted that the ensuite was constructed to the specifications provided to the Home Buyer, and it was, alongside all other fixtures and fittings, signed off by the NHBC. The Home Builder advised that the Home Buyer had carried out plumbing works in the Home, independently of the Home Builder, which invalidated the warranties provided, and even despite this, the Home Builder has still attended the Home to address heating system related issues. The Home Builder has also attended to the micro-cracking, works were completed, and the Home Buyer signed off on these works. It was not until September 2023 that further areas were reported as being noisy, and a further inspection was scheduled to take place. The Home Builder also advised that the rendering issues were not raised within the required timeframes, and no concerns had been raised regarding the kitchen bar or cold areas of the Home. The Home Builder also carried out an independent survey of the carpeting in the Home, and it was confirmed that the issues reported by the Home Buyer were a result of natural degradation; there were no issues with the quality of the carpeting itself. The Home Builder confirmed that it would continue working with the Home Buyer to resolve any issues reported, it has remained in communication with the Home Buyer, and it would cooperate with the Home Buyer, and the NHBC, if any defect related claims were pursued further.

Findings

The adjudicator explained that the decision would be restricted to issues arising from breaches of the code, and the snagging issues referred to within the claim, and the aspects

of the claim which related to the standard in the Home was built to, were outside of the scope of the scheme.

The adjudicator considered claims pursuant to Sections 4.1 and 5.1 of the Code, as these were the only pertinent sections to the Home Buyer's claims, and it was found that there had been no breaches.

The adjudicator found that there was evidence to show that the Home Builder had communicated with the Home Buyer in an effective and timely manner, updates with regards to works and appointments were provided, meetings were scheduled at the Home to properly assess the issues reported, and the Home Builder also attended to emergencies upon request. The Home Builder had also provided evidence to show that contractors had attended, completed works, and the Home Buyer had signed off on these works as having been completed satisfactorily.

There was sufficient evidence of an adequate, accessible, after-sales service having been provided, the Home Builder had also escalated the Home Buyer's complaint through their complaints procedure, and the Home Builder had signposted the Home Buyer to the NHBC and advised that it would cooperate with any complaint that was escalated further for alternative dispute resolution.

The adjudicator did not agree that there was sufficient evidence of reasoning to show that the Home Builder had breached the Code, and therefore, no award was made.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder has the Home Builder breached the Code as the standard of the Property did not reflect the Home Builder's marketing or sales information, and once this issue was raised, the Home Builder provided poor customer service. Furthermore, the surrounding landscape and environment have not been delivered in accordance with the Home Builder's advertised and published landscape and environmental management plan..

Defence

The Home Builders' position is that it has not breached any section of the Code. It is sorry there were some delays to the snagging items, and whilst its "final response" may not have been as clear as it could have been, the Home Builder has been focused on resolving the snagging issues, but some have taken longer than expected. Most of the snagging issues were completed in the time expected, and none of the issues raised would impact the use of the home. The Home Builder has had an independent survey carried out, and the survey concluded there were no breaches of the landscape and environmental management plan. However, the Home Builder recognises that it has not issued its response to the development, and this will be going out in September.

Findings

The adjudicator found that that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Property to be completely free of any snagging issues. They found that snagging issues with a property or that the surrounding landscape not being up to the Home Buyer's standards did not automatically mean that the Home Builder's sales and marketing material was misleading and untruthful.

In relation to having an accessible after-sales service the adjudicator found that that the Home Builder was in dialogue with the Home Buyer throughout his dispute as evidenced by the various site visits and repairs mentioned in the Home Buyer's application and the Home Builder's correspondence. Similar findings were found in relation to the Home Builder's complaints handling and as such they had not breached the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder breached the Code by not providing the post and rail fence beside the Property, failing to remove shrubs and trees overhanging the Property and failing to provide good customer and after-sales service when dealing with the Home Buyer's complaints.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder installed the post and rail fence within a reasonable timeframe; however, it could not remove the shrubs and trees overhanging the Property as they belong to land owned by the Scout Association Trust Corporation. Accordingly, the Home Builder considers that it has complied with the Consumer Code for Home Builders.

Findings

The adjudicator found that outstanding works and alleged defective works do not fall within the scope of the Code but that they could determine whether the Home Builder was in breach of the Code by providing poor customer service and after-sales service and providing insufficient pre-purchase information.

The adjudicator found that the Home Buyer had been provided with sufficient pre-purchase information and as such, the Home Builder had not breached the Code.

From the correspondence and documents in evidence, the adjudicator found they showed that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints. Further, the adjudicator found that the timescales by way of response, were also reasonable and that the Code had not therefore been breached.

Decision

The claim did not succeed.

Complaint

The Home Buyer says the Home Builder was in breach of the Code by failing to provide good customer and after-sales service when dealing with a complaint about mould within the Property. The Home Buyer is seeking the Home Builder to pay £2,000.00 to cover the replacement costs of the Property's carpets and the distress and inconvenience incurred.

Defence

The Home Builders' position is that it has not breached any section of the Code. The Home Builder has provided an accessible after-sales service and has resolved the outstanding issues within a reasonable period. The Home Builder has further offered to professionally steam clean the damaged carpets and pay for the Home Buyer's utility bills during the months when the Home Buyer was required to heat the property to expedite the drying out process. Accordingly, no further sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout his dispute and that the Home Buyer was provided with information about the warranty, guarantees and how defects should be reported in its "Home Buying Guide" and via the Home Builder's website, both of which the Home Buyer had access to. Consequently, the adjudicator found that the Home Builder provided an accessible after-sales service.

The adjudicator further found that that whilst the Home Builder failed to respond to the Home Buyer's various correspondence immediately, it did respond within a few days and within a reasonable time frame to the Home Buyer's inquiries concerning the defects.

The adjudicator found the Home Buyer's issues had been addressed by the Home Builder and that the correspondence and documents in evidence showed that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

Decision

The claim did not succeed.

Complaint

The Home Buyer complained that the staircase in the property had not been constructed in accordance with the sales drawings. He asked for remediation of this as well as compensation for losses (storage costs and removal) while this work was done, as well as compensation for inconvenience.

Defence

The Home Builder said that it agreed that the construction of the staircase was incorrect and that this was a snagging item that it would remediate. The Home Builder denied liability for storage or removal or for inconvenience.

Findings

The adjudicator noted that the claim was not for want of aftercare or in connection with the company's complaints handling, which may not have succeeded in light of the company's acceptance that the staircase needed alteration. In respect of a claim under section 2.1, this required the Home Builder to give general and not detailed information relevant to purchasing decisions. The precise dimensions of the staircase would not have fallen into this category and there was no breach of section 2.1. Accordingly, the Home Buyer could not succeed in respect of his claim for costs associated with remediating the staircase which was an expected snagging activity, nor for inconvenience.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 4.1, because it committed to installing drainage and water services to the garage at the Property but it did not deliver this commitment. It breached Code Section 5.1, because there was a lack of contact for resolving his complaint.

Defence

The Home Builder submitted that it did not agree to install drainage and water services to the garage, and none of the information that the Home Buyer provided showed that its agent at any point confirmed that it would install these services. It provided the Buyer all the information required under Code Section 4.1, and it provided an accessible after-sales service. It went above and beyond and resolved several reported issues at the Property. It completed works outside its general snagging and defects procedure. It adhered to its complaints procedure and the fact that the complaint was not resolved to the Home Buyer's satisfaction does not indicate that it either did not follow its complaints procedure or that it breached the Code.

Findings

The Adjudicator found that there was no indication of a failing in respect of the provision of contact and guarantees/warranties information required under Code Section 4.1, and the evidence did not show that the Home Builder's after-sales service was inaccessible. The Home Buyer's complaint that the Home Builder offered a solution that it did not provide was more properly considered under Code Section 5.1. There was no evidence that the Home Builder had agreed to install the drainage and water services to the garage. The available information showed a reasonable level of engagement from the Home Builder with the Home Buyer in relation to the issues that he raised in his complaint. There was no breach of Code Sections 4.1 and 5.1 found on the evidence.

Decision

The claim did not succeed.

Complaint

The Home Buyer claims that the bathroom sink provided is not the same size as that shown on the plan and is 390mm wide while the plan shows a sink 500mm wide; that the garden would be flat and that the Home Builder failed to respond to emails and correspondence within its stipulated timeframe.

Defence

The Home Builder submits that the issue was first raised in March 2023 and that the Home Buyer did not escalate the matter internally and will not accept the reply given to them. Further, that they did not specify basin sizes in any drawings. The presumption the sink is the same size as the window is not represented anywhere.

Findings

The adjudicator found that the plans shown at the point of reservation were intended, by both parties, to be relied on by the Home Buyer. While the plan may not have recorded a window, it still showed a larger sink than that fitted. The Home Builder is obliged to ensure clarity in its documentation. It did not do this. This impression was that the sink was slightly longer than the width of the window and therefore in excess of 500mm wide. As a result, the Home Builder breached sections 1.5 and 2.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to pay £993.91 compensation comprising:

1. £133.95 for a 500mm sink.
2. £59.95 for a replacement tap.
3. £700.00 for labour.
4. £100.00 for removal.

Complaint

The Home Buyer complained that at the point of completion the brickwork at his property was, to a level of 5 ft from the ground, a different size, shade and texture from the remainder of the brickwork. He said that he had complained about this but nothing had been done,

Defence

The Home Builder said that it had required the Home Buyer to log his complaints on its online complaints handling system. The Buyer had not done so. Nonetheless the Home Builder had investigated and found that the brickwork is compliant with NHBC standards,

Findings

The adjudicator found that photographs of the walls of the Home appear to show brickwork of broadly the same colour and size, but towards the foot of the wall, the mortar is brighter and whiter, which gives a slightly different appearance. Towards the top of the wall there is some discolouration. Although the Home Builder now says that the system was required to be dealt with online, at the time it offered an “off-system” resolution but did not provide this within a reasonable time. The final response was received approximately 1 year after the complaint was first raised. The Home Builder has not complied with section 4.1 of the Code because it has permitted a state of ambivalence about the after-sales mechanism as it was to be applied to the Home Buyer and in respect of section 5.1 of the Code because it has not responded to the Home Buyer’s service calls and complaint within a reasonable time.

However, the adjudicator found that she had no jurisdiction to determine snagging issues and therefore could not make a ruling on the adequacy of the brickwork,

Decision

The Home Builder was directed to pay compensation of £120.00 for breach of the Code and to apologise.

Complaint

The Home Buyer submits that the Home Builder has breached Section 1.5 of the Code. Specifically, that the Property was advertised with an EPC rating of A on the website but was delivered with an EPC rating of B. The Home Buyer comments further that the EPC rating A was one of the main drivers which motivated him to make the purchase and that it would cost him a minimum of £10,000 to upgrade the Property from EPC B to EPC A.

Defence

The Home Builder's position is that it denies breaching the Code and comments specifically that at design stage, a predicted EPC assessment is carried out, simply to act as a guide/estimate only. Whilst the Home Builder now offers this as a matter of course within its reservation pack, in this instance the reservation pre-dates this. The Home Builder says the conveyancer provided the contract pack to the Home Buyer's solicitor for its consideration and within said pack is the UK Finance Disclosure Form at section 2c which clearly specifies the EPC rating at '84 (B)' which the Home Buyers will have received along with the contract itself. The Home Builder comments further that its "conveyancer issued a letter [with] specific reference" to the same.

Whilst the Home Builder acknowledges that its EPC rating for the Property was incorrectly listed as A on its website, as soon as it was made aware, it "acted promptly and effectively by removing any reference to EPC rating immediately as well as apologising to the Home Buyer" for the "genuine error". The Home Builder comments further that the Home Buyers have failed to provide evidence to support their contention or explain how they have suffered financial loss, if any.

Findings

The adjudicator found that the Home Builder could not have known what the actual EPC rating would have been in November 2021, given the actual assessment was carried out in March 2022 and further, that UK Finance Disclosure form reference was not expressly referred to in the accompanying letter of 24 November 2021. On balance therefore, the adjudicator was not satisfied that the information was served on the Home Buyer pre-purchase. As such, the adjudicator found that the Home Builder's sales and marketing material was not clear and truthful and that the Home Builder failed to provide sufficient pre-purchase information to the Home Buyer to help them make a suitably informed purchasing decision. Consequently, Sections 1.5 and 2.1 of the Code had been breached.

Further, whilst the adjudicator considered that the change should have been notified to the Home Buyer, and that it was not and a breach of section 3.1 of the Code, nonetheless the Home Buyer's agreement to the change was not required as the change did not "significantly and substantially" alter the size, appearance or value of the Property.

Decision

The claim succeeded (in part) and the Home Builder was directed to pay £400 for inconvenience.

Complaint

The Home Buyer submits that: a. The garden elevation starts at 50cm at its highest point and drops to 120cm at its lowest point. b. This led to privacy and safety concerns. c. She requested the Home Builder level the garden as they have done for others.

Defence

The Home Builder submits that: a. The plot drawings show the gradient of the garden. b. It sales advisor would have referred the Home Buyer to any “gradients, slopes or steps”.

Findings

The reference to the digital sales pack suggests the Home Buyer would not have seen the physical garden levels, as recorded. Further the working drawing number was left blank. This fell short of the level of detail required to ensure the Home buyer was provided with all relevant and necessary documentation. Consequently, this constituted a breach of Section 2.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to appoint a surveyor to survey the garden in accordance with the plan showing the relevant levels. Once in receipt of the surveyor’s report, it is to ensure the garden levels are as shown on the drawing entitled External Works and Drainage Layout for Plot 311, undertaking levelling works as required. The Home Builder accepted the finding.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 1.1, 3.1, 4.1 and 5.1 of the Code in relation to two issues: (1) a failure by the Home Builder/its contractors to the electricity and gas meters respectively and a subsequent failure to “resolve this matter in a timely fashion” and (2) a failure to provide the Home Buyer with “an engrossed copy of the Transfer signed by [Home Builder] as a deed”. On this point, the Home Buyer comments that this was stipulated as a requirement in the contract, however, the Home Buyer comments: “this has not happened.

In relation to the impact the alleged breaches of the Code has had on them, the Home Buyer states: “A bill of £1,191.63 from [energy provider] for 6 months of consumption of gas and electricity that needed to be paid in full within a week. My wife suffers from Anxiety and Depression Disorder, so our endless back and forth emails with [Home Builder] and my numerous attempts to make things right and asking [Home Builder] to help - to no avail - have caused us a lot of stress and pressure”.

Defence

The Home Builder disputes the claim and submits that it did not breach a section of the Code. In relation to the electricity/gas issues, specifically, the Home Builder submits: “The discrepancy here is solely between the Home Buyer and the energy provider with the Home Builder doing their utmost to act as intermediary to reach a resolution. They add they are dictated by the process in place by third parties and that in this case, their agents failed to give the correct meter details to the energy provider. The Home Builder says it has done everything to try and resolve this issue with numerous telephone calls and emails escalating the problem within these organisations but has had limited influence due to GDPR restrictions

The Home Builder adds that the bill reflects the energy the Home Buyer has used and no more and the issues do not mean that the Home Buyer should not pay for the energy used since occupation.

Findings

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

On the matter of the documents in relation to the deed, the adjudicator found the Home Builder did provide a hard/engrossed copy to the Home Buyer’s solicitors and that that the Home Buyer did receive a copy of the document from their solicitors through their nominated legal representative for service of documents relating to the sale.

The adjudicator found that the Home Builder had provided an accessible after-sales service and the Home Buyer was aware what the service included and who to contact.

However, the adjudicator found that there were some issues with complaint handling, for example, the Home Buyer had to contact the Home Builder on a number of occasions about the issues and chase for updates on a number of occasions. The evidence indicated further that proposed timescales for resolution were not always provided, including failing to engage effectively with its contractor, causing delay. This resulted in a breach of section 5.1 of the Code and in turn section 1.1 as it failed to comply with the Requirements of the Code.

Decision

The claim succeeded (in part) and the adjudicator awarded a sum of £175.00 for inconvenience and an apology for the breaches.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not respond to and resolve his complaints about missing door hinge covers from the garage doors, and the lack of a water/vermin barrier at the Property. He has not been able to register the warranty for the underfloor heating at the Property, he was not provided with the completed warranty registration form to enable the registration.

Defence

The Home Builder submitted that it did not consider that the matter of missing hinges covers was a defect. It provided the Home Buyer with all the information required by Code Section 4.1, including the completed forms that he states that he did not receive which were also provided to him on completion. It provided the Home Buyer with an after-sales service and all correspondence from him was dealt with in a timely manner.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about issues at the Property with reference to its obligations under Code Sections 4.1 and 5.1. The Home Buyer provided a copy of the warranty registration form which showed that the section for the installer details was blank. The Home Builder did not provide any specific response to the complaint that the installer details were not provided. The evidence supported the Home Buyer's position that he was not been provided with sufficient information to enable him to register the warranty. A breach of Code Section 4.1 was found on this basis.

The Home Builder also breached Code Section 5.1, because there was no evidence that it responded to the Home Buyer's complaint which he raised in December 2021 regarding missing door hinge covers and the lack of a water/vermin barrier at the Property.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to:

- a. Issue the Home Buyer with a written apology for the inconvenience that it caused him;
- b. Pay the Home Buyer £100.00 in compensation for inconvenience;
- c. Investigate the Home Buyer's complaint regarding missing door hinge covers from the garage doors and the lack of a water/vermin barrier at the Property; and
- d. Provide the Home Buyer with a written response to this complaint setting out the findings of its investigation.

Complaint

The Home Buyer submitted that the Home Builders were in breach of sections 1.5, 2.1, 2.3, 4.1 and 5.1 of the Consumer Code for Home Builders (the Code) in respect of the advertising specification of the quality of the kitchen, the completion of the kitchen to industry acceptable standards, the failure to fulfil warranty requirements, the failure to provide an after sales service to rectify the fault and the failure to take action to investigate the issues and source remediation.

The Home Buyer sought £15,000.00 for the costs of replacing the kitchen due to the worktop not meeting the necessary quality.

Defence

The Home Builders submitted that the worktop meets British Standards and the specification outlined in the brochure. The Home Builders provided the Home Buyer with the specification of the kitchen prior to purchase and the Home Buyer had the opportunity to inspect the worktops.

The Home Builders further submitted that the Home Buyer was given the necessary information regarding the warranty, was provided an accessible after sales service and the Home Buyers complaints were managed via a comprehensive complaints process. The Home Builders determined that the damage was due to Home Buyer use, insufficient care and maintenance and the Warranty Provider directed that no further action was required.

Findings

The adjudicator found that no award could be made in respect of repairs, however as the Home Builder's had not fully investigated the complaint by conducting an independent inspection of the damage, it could not be determined that the damage was not the Home Builders' responsibility to address. The adjudicator found that the Home Builders had not provided an adequate complaints service in that regard. The adjudicator found that the Home Builders had breached section 5.1 of the Code.

The adjudicator found that the Home Builders had provided the Home Buyer with information about the warranty and an accessible after sales service and had honestly represented the standard to which the Home was being built in the advertising and pre-purchase materials. The adjudicator did not find any breach of sections 1.5, 2.1, 2.3 or 4.1 of the Code.

Decision

The claim succeeded. The adjudicator directed the Home Builders to arrange for an independent inspection by the manufacturer of the worktop to assess the damage to the worktop.

Complaint

The Home Buyer submits that: a. There are “incorrect boundaries at the Property b. The Home Builder was unresponsive which caused delays to completion, resulting in financial losses. c. The Home Builder breached every section of the Code.

Defence

The Home Builder has not submitted a defence.

Findings

The adjudicator found that the boundary issue was outside of the scope of the Code. While the circumstances leading to completion are not clear, it appears the Home Buyer was in receipt of funds and ready to complete. The letters from the lender suggest completion could not occur. Therefore, on a balance of probabilities, I find this was due to the delays by the Home Builder, as alleged. I therefore find the Home Builder to be in breach of section 3.2 of the Code.

Decision

The claim succeeded. The Home Builder was to: a. Pay the sums of £152.38 and £195.91, being the interest incurred by the Home Buyer following the failure to complete. b. Pay £500.00 for inconvenience under Rule 5.7.5 of the Scheme Rules. c. Explain why these breaches occurred. d. Apologise for the failures identified.

Complaint

The Home Buyer submitted that handover took place on 28 June 2021, and a tenancy agreement at the Home commenced on 2 August 2021; it appeared to be a buy-to-let arrangement. Thereafter, the tenant within the Home raised numerous concerns with the Home Buyer, their landlord; the shower tray was leaking, the lawn was sloped in a way that the garage was becoming damp, there were issues with the extractor fan. The Home Buyer had chased these issues with the Home Builder, and it was until a survey of the Home was instructed that any material action was taken; it wasn't until May 2022 that a loss adjustor, the Home Builder and the Home Buyer attended to discuss these matters further.

The Home Buyer advised that it took over a year for the issues with the Home to be resolved, and considerable losses were incurred as a result. The Home Buyer had to reduce the rental payments for the tenant, they had to incur costs on a surveyor, and they could not renew the tenancy at a higher rate of rent.

Defence

The Home Builder submitted that all issues referred to by the Home Buyer had been resolved. The Home Builder also noted that a number of the complaints raised by the Home Buyer regarded physical defects with the Home, or structural issues following the construction of the Home, and were therefore outside of the scope of the Code. The Home Builder argued that there had been no breaches of the Code, no monetary loss had been incurred as a result of the breach of the Code, and therefore they denied all liability.

Findings

The adjudicator explained that snagging issues, and concerns regarding the construction of the Home, were outside of the scope of the scheme. It was explained that while I could consider whether or not the Home Builder has responded appropriately, and adequately, to such issues, I could not determine whether or not the Home Builder was in fact liable to complete works etc.

It was also explained that the tenant's inconvenience could not be considered within this adjudication. The tenant is not the Home Buyer, and they were not party to this adjudication.

It was however found that the Home Builder's responses to the issues raised were delayed, the Home Builder could have taken more action, at an earlier point in time, to determine whether or not they would be agreeable to resolve the issues reported, and the Home Buyer had chased the Home Builder on numerous occasions for a response; some issues had been reported during September 2021 and they were not addressed until November 2021. Moreover, contractor's appointments were being cancelled at short notice, and there was a lack of a clear plan of action for the agreed works to be completed.

One of the bigger issues was that the Home Builder had arranged for the flooring to be removed and replaced, however they removed the flooring before checking if a replacement

was in stock. It transpired that the flooring wasn't in stock, and the flooring was left removed for an unreasonable period of time; this could have been avoided.

There was also a lack of evidence, and explanation, as to how the Home Buyer's complaint had been escalated, considered and responded to.

The adjudicator found that there had been breaches of 4.1 and 5.1.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £300.00 to reflect the resultant inconvenience.

Complaint

The Home Buyer's claim regarded the bathtub that had been installed in the Home. The bathtub originally installed had been damaged during the construction of the Home. It took two years for the Home Builder to agree to replace the bathtub for the Home Buyer, and upon doing so, they installed a replacement bathtub with vastly different dimensions; the Home Buyer could no longer fit inside the bathtub properly.

After a markedly different bathtub was fitted the Home Buyer raised their concerns, and these were dismissed; the Home Buyer was advised that this was the only form of bathtub that was to be provided, and no further action would be taken. The Home Builder refused to acknowledge that the new bathtub had vastly different dimensions, and they failed to provide any real consideration to the complaint. The Home Buyer argued that the Home Builder had breached Section 4.1 of the Code, and they should be liable to replace the bathtub with a similarly sized bathtub to the one that was fitted originally.

Defence

The Home Builder submits that this complaint solely regarded the model of bathtub fitted, not that a poor level of after-sales service had been provided. The Home Builder advised that there had been numerous interactions with the Home Buyer throughout the period of time in contention, a high level of after-sales service was provided, and this complaint is solely down to the model of bathtub fitted. The Home Builder submitted that at no point in time had the Home Buyer been advised that a particular model of bathtub would be provided; neither during the sales process, during the construction of the Home, or upon it being agreed that the bathtub would be replaced. In any event, the newly fitted bathtub is not markedly different to the one that was originally fitted, and there are no concerns over its quality or appearance. The Home Builder therefore denied that there had been any breaches of the Code.

Findings

The adjudicator advised that a determination as to whether or not the original damage to the bathtub was irreparable, nor could it be determined if the Home Builder was liable to provide an exact like-for-like replacement of the bathtub; this is not covered by the Code.

The adjudicator advised that while a claim pursuant to Section 4.1 and 5.1 of the Code could be considered, it would be restricted to whether or not the Home Builder had responded in a timely and effective manner to the issues that were reported.

The adjudicator found that it had taken an unreasonable amount of time for the Home Builder to address this issue. The Home Builder had made three failed attempts to repair the bathtub prior to agreeing for it to be replaced, the floor tiles needed to be addressed after the bathtub was replaced which was also delayed, and contractors were not sticking to scheduled appointments. While the Home Builder had liaised with the Home Buyer regarding their concerns, it did take approximately 2 years before the bathtub was replaced,

and there was a lack of evidence, or explanation, as to why such a delay was necessary, or why this delay was wholly outside of the Home Builder's control. Moreover, it was noted that while the Home Builder had not committed to providing a certain model of bathtub, the change in model should have been communicated to the Home Buyer before this was installed.

The adjudicator found that there had been breaches of 4.1 and 5.1, and an award of compensation was made to reflect the inconvenience experienced.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £150.00.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because prior to the completion of the sale of the Property, she informed the Home Builder that the front door of the Property was damaged, the Home Builder agreed to rectify the front door but it did not do so. Further, the did not explain or advise her that it delayed by 17 days in registering the Property under the LABC warranty scheme. The LABC subsequently informed her that as a result of this late registration, she could not submit a claim to the LABC for the door.

Defence

The Home Builder did not submit a formal defence to the claim.

Findings

The Adjudicator found that the Home Builder breached Code Section 4.1, because there was no evidence to dispute the Home Buyer's complaint that it did not inform her about the delayed registration of the Property with the warranty provider. The Home Builder also breached Code Section 5.1, because it did not resolve the Home Buyer's complaint about the front door within a reasonable period of time. The Home Buyer reported the issue on 30 November 2020, the Home Builder was given a reasonable amount of time from November 2020 to resolve the Home Buyer's complaint, and it did not resolve the complaint.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £2,135.98 in compensation in respect of the front door.

Complaint

The Home Buyer argued that the Home Builder had breached sections 1.2, 2.6, 3.2, 3.3, 4.1 and 4.2 of the Code. The Home Buyer argued that the Home had been largely mis-sold, on several grounds, and the Home Builder had pressured them into completing when the Home was not ready or adequately finished; there were numerous issues, snagging and structural, which needed to be resolved. It had taken a significant amount of time for the Home Builder to address the issues reported, and the Home Buyer had been required to chase the Home Builder at each step of the way. The Home Buyer had also noted that the Home Builder had failed to provide adequate details of the utilities at the Home, this caused a delay in having the Home registered on the gas data base, and there were delays in obtaining a broadband service from the outset. The Home Buyer further advised that the Home is not energy efficient, the insulation provided is poor, and the Home was mis-sold on this basis.

Defence

The Home Builder responded to the Home Buyer's complaint by arguing that the Home had not been mis-sold. The Home Builder specifically argued that the Home Buyer had not been advised that a specific standard, or type, of insulation was to be installed, and in any event, there were no concerns with the Home's energy efficiency. The Home Builder further noted that it placed no pressure on the Home Buyer to complete, and rather, it was the Home Buyer that was anxious to complete and expedite the handover process. The Home Builder advised that numerous works had been completed at the Home to address the snagging issues raised, updates had been provided regarding the completion of these works, and it was still due to undertake works.

Findings

The adjudicator considered whether or not the Home Builder had breached the sections of the Code referred to by the Home Buyer, and any other pertinent sections of the Code the Home Buyer's complaint related to.

The adjudicator disagreed that there had been any breaches of Section 1.5 as there was insufficient evidence of a specific aspect of the Home that had been mis-sold; there was insufficient evidence of a clear point of mis-selling, nor was it clear what the Home Builder had agreed to provide and had not done so. The adjudicator addressed the specifics raised by the Home Buyer, such as the carbon-monoxide alarm and the insulation, and it was found that the advertising material presented had been clear and truthful.

With regard to Section 2.6, there was evidence to show that the Home Builder had provided a clear, and detailed, reservation agreement which contained all of the pertinent information with regard to the reservation fee payable, the reservation period, the chargeable management services, the transfer fees, and the Home Buyer's termination rights.

The adjudicator did however find that, while delays during the construction process can occur, and such delays may have been wholly outside of the Home Builder's control, a lack

of regular updates had been provided. There was evidence to show that the Home Buyer was having to chase the Home Builder for such updates, and therefore it was agreed that the Home Builder had breached Section 3.2.

The adjudicator disagreed that there had been breaches of Section 3.3 or 4.2, however there was sufficient evidence, and reasoning, to show that breaches of 4.1 and 5.1 had occurred. The evidence showed that the after- sales service could have been provided in a more effective and timely manner, as the Home Builder had agreed to address a number of issues at the Home, yet they were delayed in doing so, and a lack of updates were provided. The Home Builder's plans to do so were unclear, and it was determined that the Home Builder could have sought to draw up a schedule of works in the first instance.

The Home Buyer had also sought to raise a complaint with the Home Builder for some time, it was not clear as to whether or not the Home Buyer was provided with a copy of the Home Builder's complaints process, and it was unclear as to whether or not the Home Buyer had been signposted to the correct ADR procedures in place.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £250.00 and to provide them with an apology.

Complaint

A large aspect of the Home Buyer's claim regarded damage to bi-fold doors within the Home; the door had fallen off of the wall, with the hinges coming away, and this needed to be repaired. The Home Buyer also referred to a number of other snagging issues, such as banging pipes in the bathroom, issues with the window seals in the Home, and a rough banister. The Home Buyer argued that the Home Builder had breached Sections 4.1 and 5.1 of the Code. The Home Buyer submitted that there were numerous issues outstanding at the Home which had not been addressed, the Home Builder was unreasonably defensive when snagging issues were raised and would not seek to provide assistance in the first place, the Home Builder would not communicate with the Home Buyer in an effective and timely manner, and they had handled the Home Buyer's complaints poorly. The Home Buyer was seeking £500.00 in compensation for the inconvenience experienced, and their time that had been consumed accommodating the Home Builder's attempts to resolve the issues reported, and further compensation to cover the costs of completing the remaining outstanding works at the Home.

Defence

The Home Builder argued that the Home Buyer had only raised this complaint due to them refusing to repair the bi-fold door, and this specific issue had already been adjudicated upon through the LABC's dispute resolution service; a report was compiled confirming that the Home Builder was not liable to repair this door. The Home Builder has advised the Home Buyer of their position regarding this door on numerous occasions and the Home Buyer had failed to accept this. With regard to the banging noises of the pipes in the bathroom, the Home Buyer then carried out their own plumbing works, and therefore the Home Builder is now of the position that further exploratory works will not be undertaken. The Home Builder also argued that there was no basis for a full review of the window seals in the Home to take place, as the Home Buyer has only requested this on a precautionary basis, and the smoothness of the banister is due to be rectified shortly. The Home Builder ultimately argued that nearly every issue referred to by the Home Buyer within this complaint were issues investigated into through the LABC's dispute resolution service, and the Home Buyer is now seeking to pursue these same issues via an alternative dispute resolution service as they disagree with the previous findings. The Home Builder denied that there had been any breaches of the Code, and therefore it had no liability to compensate the Home Buyer.

Findings

The adjudicator sought to advise the parties that this adjudication would not seek to make findings as to whether or not the Home Builder was liable to correct certain issues at the Home, or complete certain works, as these were not points covered by the Code; for instance the adjudicator could not make findings as to whether or not the Home Builder should attend and repair the bi-fold door, or address the banging pipes, when the Home Builder had outrightly disputed their obligation to do so.

The adjudication proceeded with considering whether or not the Home Builder had breached Sections 4.1 and 5.1 of the Code.

It was found that the Home Builder had provided the customer with a comprehensive handover pack, satisfying their obligations under Section 4.1, and it was also noted that the Home Builder had provided, and the Home Buyer had taken advantage of, an after-sales service; the Home Builder had contracted a third-party customer service provided to enable this. There was evidence to show that there had been comprehensive correspondence between the parties regarding the issues reported, schedules of works had been compiled, and so on. The Home Builder also escalated the customer's concerns through the LABC's dispute resolution service, and works were completed at the Home in response to the report that was issued; satisfying obligations under Section 5.1.

However, at the same time, there were instances where communication could have been handled in a more effective and timely manner, there were instances of contractors not attending and limited updates being provided, and there were instances where works were carried out yet left uncompleted; for instance, holes were drilled within the walls of the Home for further works to be completed, yet the contractors then vacated without a view to return. The Home Builder could also have sought to issue their final position in response to the Home Buyer's complaints at an earlier point in time; this could have prevented the complaints from spiralling.

The adjudicator found that there had been breaches of Sections 4.1 and 5.1 of the Code, however, at the same time, it would be unfair to determine that the Home Builder had wholly failed in their obligations under these sections of the Code; the breaches were not extensive.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £150.00.

Complaint

- The Home Buyer identified a strong smell of gas in the kitchen at the property and called emergency services.
- The Home Builder attended and fixed the cause of the leak, and it referred the issue to its insurers.
- The Home Buyer acknowledges that a sub-contractor of the Home Builder installed the system but says that the Home Builder retains responsibility for the incident and was negligent because it did not apply sufficient levels of control over its sub-contractor.
- The Home Buyer claims that the Home Builder has not accepted responsibility, has not paid any compensation, and overall provided a low level of customer service.
- The Home Buyer believes the Home Builder is in breach of Sections 1.1 and 5.1 of the Code.

Defence

- The Home Builder records that it attended the property immediately upon being notified of the leak and made the appropriate repairs.
- The Home Buyer had replaced a kitchen worktop when an unknown third-party had removed and re-installed the gas hob.
- The Home Buyer submitted a personal injury claim, and this was passed to its insurers. The Home Builder accepts that the insurers are taking a long time to investigate the claim but asserts that the involvement of third-parties is prolonging the enquiries.
- The Home Builder denies being in breach of the Code.

Findings

The adjudicator found that the Home Buyer's claim does not succeed. The adjudicator found that the Home Buyer has not established on a balance of probabilities that the Home Builder was in breach of any Section of the Code as alleged. The adjudicator identified that the Rules of the Scheme do not permit compensation for negligence and thus did not examine this part of the claim. The adjudicator did not find that the evidence submitted established any breaches of the Code by the Home Builder.

Decision

The claim does not succeed, and the Home Builder is not required to take any action.

Complaint

The Home Buyer complained that she had been told that a compound by her Home would be moved by the end of March 2023. She was not told that the adjacent developer would then begin to use the compound and the areas round her home, preventing the completion of the roadway and making it dangerous.

Defence

The Home Builder said that as the compound was not theirs, it had no control over the situation and was not in breach of the Code.

The Home Builders had previously given a goodwill payment of £250.00 to the Home Buyer.

Findings

The adjudicator found that the Home Builder was in breach of the Code. It was in a joint enterprise with the adjacent builder, which was constructing the site roads for both the Home Builder's and their own parts of the development. The Home Builder knew or should have known that the site compound would not be closed in March 2023 and had not provided a clear explanation to the Home Buyer about the longevity of the compound on her or given adequate pre-purchase information.

The Home Builder was in breach of sections 1.5 and 2.1 of the Code. In considering the complaint it had denied responsibility and not apologised. It had not resolved the complaint in a fair way and was in breach of section 5.1

Decision

The claim succeeded. The Home Builder was directed to pay £500.00 for inconvenience and to apologise for its omission to provide accurate information about the location of the site compound after March 2023.

Complaint

The Home Buyer had argued that the Home Builder had failed to install some of the optional upgrades that were ordered, and paid for, and it took a significant amount of time to have the Home Builder attend and install these extras. The Home Builder was also delayed in providing information relating to the solar panels at the property which resulted in higher utilities costs from handover in April 2022 until August 2022. It had also taken the Home Builder an unreasonable period of time to see to snagging issues it had agreed to resolve, and the Home Builder addressed these sporadically over a long period of time; there were numerous appointments with contractors, resulting in the Home Buyer having to work from home, and it caused disruption in general. Moreover, the roads within the development, which the Home Builder has advised that it is seeking to work on, are still in a poor condition. The Home Buyer contended that Sections 1.5, 2.1, 4.1 and 5.1 of the Code had been broken, and they were seeking £1,000.00 in compensation and an apology.

Defence

The Home Builder acknowledged that the optional upgrades, lighting within the kitchen cabinets, had not been installed prior to handover. The Home Builder apologised for this omission, and the delay in installing this lighting, however this has now been resolved in full. The Home Builder argued that it had not breached Sections 1.5 or 2.1, and at no point in time had the Home Builder refused to provide this lighting. The Home Builder also argued that an adequate after-sale service had been provided as numerous snagging issues had been attended to, and the Home Buyer's complaint was not closed until all of these issues had been resolved. The Home Builder acknowledged that there was a delay in the provision of information relating to the solar panels at the property, the delay in installing the optional lighting, and that there had been a number of snagging issues, however it argued that all of these matters were resolved within a reasonable period of time upon them being reported. The Home Buyer was also provided with the details of, and utilised, the company's complaints procedure, and regular updates were provided to the Home Buyer regarding the work that was being undertaken to resolve the issues reported.

Findings

The adjudicator found that the relevant sections of the Code were 4.1 and 5.1 in this case. Although there was reference to Sections 1.5 or 3.2, the issues raised by the Home Buyer did not relate to misrepresentations of the home, or delays in the actual construction/completion of the Home; the Home Buyer had referred to these sections as he argued that the optional lighting had been mis-sold, and that it was not installed prior to handover. The adjudicator acknowledged the issue with the lighting, however, this was covered by 4.1.

With regard to the snagging issues, although there was evidence to show that a number of snags had been closed out, and resolved, by the Home Builder, there were a few that did remain outstanding; the Home Builder had not addressed this within their defence. The adjudicator also found that there were delayed responses, and a lack of updates, during the

course of time these snags were being responded to and addressed. Notwithstanding this, it was evident that the Home Builder had made the Home Buyer aware of the process of reporting snagging issues, and having these resolved, and they had been cooperative during this process; the Home Builder had not sought to dispute any liability to complete these works, or dismiss the Home Buyer's concerns, there were just delays in resolving the issues reported.

There were unreasonable delays in the provision of information relating to the solar panels; this was largely accepted by the Home Builder. Evidence showed that the Home Buyer had been chasing this information for some time, the Home Builder initially provided incorrect information, and the Home Buyer needed to chase this further. However, there was insufficient evidence to make an award of the actual additional utilities costs incurred, and the Home Buyer had not sought to specify how much they believed the actual loss to be; they had only sought a flat payment of £1,000.00 in compensation for all of the issues in this case. Further evidence was provided at the final decision stage, however, this was still insufficient to make an award as it did not highlight the actual loss concerned, and the Home Buyer had still not provided a figure they believed was the actual loss incurred.

With regard to the roads throughout the development, the Home Buyer had not responded to this particular issue. There was evidence to show that the Home Buyer had been assured that works were taking place during May/June 2023, yet these are still yet to commence, and limited updates had been provided. While there may be circumstances wholly outside of the Home Builder's control with regard to this particular issue, updates and further information could have been provided, especially after the original planned time for the works to be completed had passed.

The adjudicator found that the complaints handling could have been improved pursuant to Section 5.1. Although the agent had not wholly failed in their obligations in this regard, the snagging issues are not yet fully resolved, and the complaint appeared to have been closed prematurely. The Home Buyer advised that there had been a lack of contact from the Home Builder throughout this complaint, and the Home Builder had not provided any evidence to show how they had responded to the Home Buyer's complaints.

Overall, it was found that the Home Builder had breached Section 4.1 and 5.1, and an award of £250.00 to reflect the inconvenience experienced, and an apology was awarded. The adjudicator also directed the Home Builder to compile a schedule of works for the Home Buyer regarding the outstanding snagging issues.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £250.00, provide them with an apology, and propose a schedule of works for the outstanding snagging issues at the Home that it has agreed to resolve.

Complaint

The Home Buyer submitted that concerns regarding the roof had been raised from May 2022 onwards. There were concerns regarding the quality of the roof itself, and the tiling used and how it had been laid. This was escalated to the NHBC, and while the NHBC originally found that further works were required, the contractor re-attended for approximately 2 hours, and advised that the works had been completed. The NHBC reviewed a report compiled by the contractors, and they blindly accepted this report as having been accurate and free from any bias; the Home Buyer argues that it would not have been possible for the NHBC to make an accurate determination based on a report issued by the contractors who would have been liable to complete further works. The Home Builder is now refusing to address any further issues with the roof.

The Home Buyer further noted that there were numerous snagging issues present upon moving in, many of which have not been addressed, and the Home Builder has not sought to address a dispute that the Home Buyer is now having with their neighbour. A neighbour has completed a garage conversion which is significantly impacting the Home Buyer's privacy; a window has been installed allowing the Home Buyer's neighbour to view directly into their property.

Defence

The Home Builder argued that the roofing issue in particular could not be considered within this adjudication. Not only is it not covered by the Code, but it has been escalated to the NHBC who have determined that no further works are required. While the NHBC did initially instruct the Home Builder to action repairs to the roof, these repairs were completed and the NHBC have expressly stated that no further action is required. The Home Builder submitted that it cannot involve itself in a neighbourly dispute between the Home Buyer and his neighbour, and the snagging issues referred to are in the process of being resolved. The Home Builder argued that the Home Buyer has been provided with an adequate accessible after-sale service, the Home Builder has engaged with the Home Buyer with regard to all issues that have been raised, and there have been no breaches of the Code.

Findings

The adjudicator found that the manner in which the roof had been constructed, or the quality of the roof installed, could not be considered within the adjudication; this was not covered by the Code. It was noted that the Home Buyer had referred this to the NHBC, the Home Buyer has been through NHBC's dispute resolution process, and the NHBC have found that no further action is required on the Home Builder's part.

The adjudicator did consider the roofing issues with respect to Section 4.1 of the Code. The adjudicator found that the Home Buyer's concerns were addressed within a reasonable period of time, they were referred to the NHBC, the Home Builder carried out further works to the roof, and the NHBC was satisfied with the Home Builder's further works; no further

action as required. The adjudicator did not agree that Section 4.1 had been breached in this regard.

With regard to the neighbourly dispute, the adjudicator found that this was a dispute between the Home Buyer and their neighbour, not the Home Builder. The Home Builder had no control over the garage conversion the neighbour completed, the Home Builder would have had limited, if any, knowledge of this conversion, and the Home Buyer would need to pursue this particular dispute with their neighbour, or the local council with regard to planning permission and so on. The Home Builder may have drafted mutual covenants into the transfer deeds, however this did not mean that they were responsible for enforcement.

With regard to the snagging issues, there was insufficient evidence to show that these were addressed within a reasonable period of time, particularly as the Home Builder had sought to agree to resolve these. While it was evident that several snagging issues had been resolved, and the Home Builder confirmed that further works were scheduled to be undertaken, more evidence of the after-sale service could have been provided in this regard.

Decision

The claim succeeded. The adjudicator directed the Home Builder to compensate the Home Buyer in the sum of £100.00 for the inconvenience caused by breaches of 4.1.

Complaint

The Home Buyer said following completion there was a strong sewage smell. After multiple visits this resulted in the living room being rebuilt. She said she was offered a hotel which was not suitable so she incurred alternative accommodation costs. Additionally the works resulted in dust damage to her possessions.

Defence

he Home Builder submits that: a. It explained all the information required under section 4.1 of the Code, to the Home Buyer at various stages. b. The evidence shows the Home Buyer “made full use of the Home Builder’s after sales service”. There has been significant and extensive correspondence. c. It apologised for not always being able to resolve issues in a timely manner. d. It always treated the Home Buyer with respect. e. It complied with its complaints procedure. It had no record of a formal complaint logged on its complaint system. f. In relation to the sewage smell, it engaged with the Home Buyer throughout as it worked to find the source of the smell. This required several visits. g. It offered hotel accommodation which was declined. h. Costs claimed have not been evidenced

Findings

The parties accept that professional cleaning was carried out after the work, although the Home Buyer said this was not thorough. The Home Builder’s appointment of a cleaner was appropriate in the circumstances. However, it was unreasonable for the Home Builder not to take any precautions to protect the Home Buyer’s possessions while the work was carried out. While these items may have been cleaned, the Home Builder’s actions were not appropriate and not in compliance with section 4.1 of the Code.

The issue experienced constituted a defect or ‘snagging’ issue. As a result, it is outside of the scope of the Code and the Scheme to decide on such issues. As noted above, these issues can only be considered where they show a lack of a complaints policy. As the Home Builder demonstrated it had a policy for handling complaints and did implement its process, there was no breach of section 5.1. This represents the extent of my remit in consideration of the issues raised.

Decision

The claim succeeded. The Home Builder was directed to: a. Pay £1,000.00 compensation for failure to adequately protect the Home Buyer’s possessions while undertaking work. b. Pay £500.00 for inconvenience. c. Formally apologise for the breach of section 4.1 of the Code

Complaint

The Home Buyer submitted that he purchased the Property on the understanding that it would be part of a secluded development, but a footpath has been opened up leading to a large neighbouring development. He was not told about the footpath before he purchased the Property.

The Home Buyer requested that the Home Builder apologise; provide an explanation; take an unspecified practical action; and pay compensation of £15,000.00.

Defence

The Home Builder submitted that the customer raised this issue on 12 February 2019 and received a response on 13 February 2019. Therefore, the Home Buyer had not commenced his claim at the CCHBIDRS within 12 months of the company's final response, as required by Rule 3.1 of the Scheme Rules. The Property was reserved on 25 November 2018, and completed on 19 July 2019. The development was never described as "secluded" in sales literature. Documents provided to the Home Buyer prior to purchase showed the footpath. The Home Buyer's wife raised this issue prior to exchange of contracts, and received a response from the Home Builder confirming the existence of the footpath. As a result, the Home Buyer proceeded with purchase of the Property with knowledge of the footpath.

Findings

The adjudicator found that the Home Buyer's claim had been brought within the time required by the CCHBIDRS Rules, and that the Home Builder had breached Section 2.1 of the Code by not providing information to the Home Buyer regarding the path earlier in the purchase process.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for not providing full and accurate information on the footpath at an earlier stage of the purchasing process, and to pay the Home Buyer compensation of £500.00 for the inconvenience resulting from its breach of the Code.

Complaint

The Home Buyer submits that the Home Builder has breached the Code. Specifically, the Home Buyer lists three issues: (i) Flood Damage - The Home Buyer submits that a pipe in the utility room detached and caused water “to travel to the front of house”, which, in turn, caused damage to a number of items. The Home Buyer submits further that they used bedding/towels to soak up the excess water and the bedding/towels also required replacement. Whilst the Home Buyer acknowledges that the Home Builder sent an agent to inspect the damage and that the agent promised that all electrical items damaged would be paid for/replaced alongside the bedding/towels, the Home Buyer submits that despite two months passing, the Home Builder “failed to collect the damaged items”.

(ii) Poor standard of landscaping - The second alleged issue relates to landscaping. The Home Buyer submits that the works “do not meet NHBC standard[s]”, which has left the garden weedy. The Home Buyer states further that the front lawn is damaged in parts due to tarmacking.

(iii) Empty Land - The Home Buyer submits further that an area of “empty land behind the back garden is “not being maintained” and is “growing with weeds that are now coming through” to the Home Buyer’s land.

Defence

The Home Builder disputes the claim(s) and submits that the sections of the Code listed by the Home Buyer “do not relate to any section of the Code”. In relation to the three issues detailed in the Home Buyer’s submissions, specifically, the Home Builder comments: (i) “The flood damage occurred in the utility room with water flowing down the wall and onto the floor of the utility room and adjacent areas. Where there was damage to skirting boards and to architraves, these were replaced by the Home Builder. The floor in the utility room did not require to be replaced once the Home Builder had placed a dehumidifier in the utility room and dried the room out. The Home Buyer has provided no evidence that the flooring needs to be replaced. The Home Buyer provided confirmation of the cost of replacing the sheets, towels, tea towels and the dressing gown used to mop up the water in the sum of £234, which the Home Builder agreed to pay for. The Home Builder requested confirmation of the Home Buyer’s bank details to transfer the funds to the Home Buyer on 24 August 2023 but is yet to receive the same so has been unable to transfer funds for this amount. The Home Builder will pay for any electrical items damaged by the leak of water but the Home Buyer has provided no evidence that any electrical items were damaged”.

(ii) In relation to the standard of landscaping, the Home Builder states this is not a matter for the Consumer Code. The proper forum for resolving these issues is under the NHBC Home Warranty Scheme.

(iii) In relation to the land behind the Property which the Home Buyer says is not being maintained and has caused weeds to come through to his garden, the Home Builder states the land is managed area land which is about to be handed over to managing agents to maintain on behalf of the residents. Maintenance of the area is currently in hand.

The Home Builder comments further it has apologised for the leak to the Property occurring but has done all that is required to deal with drying out the utility room and other areas and has replaced any fixtures and fittings such as skirting boards and architraves damaged by the leak. The Home Buyer has provided no evidence of damage, beyond his claims in the Application but the Home Builder has agreed to pay for the sheets and bedding etc in the sum of £234 as agreed with the Home Buyer and has asked for the Home Buyer's bank details but the Home Buyer has not provided these so the Home Builder has been unable to pay for these but has agreed and is prepared to do so on receipt of bank details. The Home Builder has also offered to pay the sum of £500 to the Home Buyer to account for the stress and inconvenience he has suffered in relation to the leak but the Home Buyer has not responded to this offer.

Findings

The adjudicator found that the Home Builder did not breach a Section of the Code. The adjudicator was satisfied that the Home Builder had taken responsibility for the damage caused by the leak and had agreed to pay for proven losses. However, in the absence of any evidence in support of the submissions from the Home Buyer (including evidence of financial loss or further damage), the adjudicator was satisfied that the Home Builder breached had not breached Section 4.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached Section 2.1 of the Code. Specifically, the Home Buyer submits that the bath in the family bathroom has been installed “the wrong way round” and the Home Buyer comments further that this means that they cannot “retrofit a shower head above the bath”. The Home Buyer comments further that the plans/diagrams pre-purchase showed the bath the correct way round (with the slope being on the opposite side to the taps) and that the Home Builder was aware - pre-purchase - of the Home Buyer's plans to fit a shower.

The Home Buyer also comments that the neighbouring plot (which is the “exact same house”) has its bath positioned the correct way round. Whilst the Home Buyer submits that they have raised the issue with the Home Builder since moving into the Property, the Home Buyer submits that the Home Builder has, to date, declined to carry out the necessary works to resolve the issue. The Home Buyer requests that the Home Builder Take a Practical Action: specifically: “To uninstall and reinstall the bath the correct way round and to make good any damage (such as tiling) incurred throughout the process”.

Defence

The Home Builder's position is that it denies breaching the Consumer Code for Home Builders. Specifically, the Home Builder refers to a previous email dated 19/04/2023, which states: “The family bathroom is as we designed it and features a bath together with handheld shower. Given there are other showers in the house, I consider this to be a sensible specification. However, if you wish us to install a wall shower, this will involve revolving the bath 180 degrees and dislocation of the existing fittings and tiling. We are happy to do this, but it would be undertaken as a purchaser's additional specification and at extra cost. Please let me know if you wish us to provide an estimate, specification, and timetable for completion.” The Home Builder comments further: “at no time have we indicated that the position of the bath is not as we intended or that we were prepared to change it. You will be aware that any marketing literature that you may have been shown is for indicative purposes only and is accompanied by a clear disclaimer to that effect.”

Findings

The adjudicator found that the positioning of the bath was not a primary consideration of the Home Buyer's when deciding to purchase the Property and was satisfied that the pre-purchase plans/diagrams illustrating a Property's “*general layout, appearance and plot position*” were given as required albeit and that the bath was installed in the room in which it was planned (albeit the other way round).

The adjudicator found however that the change in positioning of the bath from the position shown in the pre-purchase plans/diagrams to the position in which it was installed is a change that required notification under the Code albeit did not consider that the change “significantly and substantially” altered the size, appearance or value of the Property (nor did it affect the workings of the bath without a shower). Consequently, the adjudicator found that

the change should have been notified to the Home Buyer pre-purchase (and that this did not happen), but that the Home Buyer's agreement to the change was not required as the change did not "significantly and substantially" alter the size, appearance or value of the Property. As a result, while the adjudicator considered that the Home Builder did breach Section 3.1 of the Code, they did not consider that the Home Buyer's agreement to the change was required.

Decision

The claim succeeded (in part) and the adjudicator awarded £150.00 for the inconvenience caused the Home Buyer.

Complaint

- The Home Buyer identified and brought to the attention of the Home Builder a fault to the front door of the property and the Home Builder took two years to repair the fault which is an unreasonably long time, and the delay resulted in higher than expected heating bills.
- The Home Buyer also advised the Home Builder that moss had appeared on the external brickwork in some areas, and although it removed the moss it averred that it was a natural occurrence and refused to take any further action.
- The Home Buyer says she had an independent inspection done and it was identified that a cladding issue caused rainwater to flow down the face of the wall. The Home Buyer states that she advised the Home Builder of the inspection, but it continues not to accept responsibility.
- The Home Buyer believes the Home Builder is in breach of Sections 4.1 and 5.1 of the Code.

Defence

- The Home Builder acknowledges a delay in replacing the front door, but states this was down to issues with the door manufacturer and supplier. It records that it has replaced the door to the satisfaction of the Home Buyer.
- The Home Builder says it cleaned off the moss as a goodwill gesture but there is no structural or construction problem.
- The Home Builder denies being in breach of the Code.

Findings

The adjudicator found that the Home Buyer's claim does not succeed. The adjudicator found that the Home Buyer has not established on a balance of probabilities that the Home Builder was in breach of any Section of the Code as alleged. The adjudicator identified that the door problem had been rectified within the two- year warranty period and that the Home Buyer had rejected the Home Builder's proposal in respect of changing items of door furniture. The adjudicator was not satisfied that it was shown that the Home Builder had sight of a letter produced by an independent firm of Chartered Surveyor's and thus was not able to comment on it, plus the adjudicator was not persuaded that the Chartered Surveyors had confidently established the causes of the moss. The adjudicator did not find that the evidence submitted established any breaches of the Code by the Home Builder.

Decision

The claim does not succeed, and the Home Builder is not required to take any action.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not respond to his correspondence regarding his complaint and it did not rectify snagging items at the Property.

Defence

The Home Builder did not submit a formal defence to the claim.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about issues at the Property with reference to its obligations under Code Sections 4.1 and 5.1.

The Home Builder breached Code Section 4.1, because there was a lack of response to the majority of issues that the Home Buyer complained about and its after-sales service had therefore been inaccessible.

It also breached Code Section 5.1, because it did not resolve the Home Buyer's complaint within a reasonable amount of time.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to:

- a. Investigate the Home Buyer's complaint about outstanding issues at the Property;
- b. Provide the Home Buyer with a written response setting out the findings of its investigation;
- c. Provide the Home Buyer with its written proposals regarding any remedial action that it proposes to carry out in relation to the issues; and
- d. Pay the Home Buyer £200.00 in compensation for inconvenience.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 2.1, 4.1 and 5.1, because at the Reservation stage it agreed that it would install a dual shower head at the Property, but it did not install the shower head.

Defence

The Home Builder submitted that it agreed to fit a dual shower head at the Property but the installer who was contracted to carry out the works identified that the installation of the shower head would affect the tiles in the bathroom. It offered the Home Buyer a refund in relation to the shower head, but in August 2023 she confirmed that she would be happy to accept the shower head unit and £1,000.00 in relation to the installation works. It accepted this proposal, and it has issued the Home Buyer the shower head and the financial settlement which has been cashed.

Findings

The adjudicator found the complaint was more properly considered under Code Sections 4.1 and 5.1. There was no breach of Code Section 4.1 on the evidence. The correspondence between the parties indicated that the Home Buyer was able to access the Home Builder's after-sales service, having reported the issue with the shower head after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer regarding and made various arrangements to investigate.

There was also no indication of a failing in respect of the provision of contact and guarantees/warranties information. In relation to Code Section 5.1, the evidence showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaint, it made a settlement offer which the Home Buyer accepted and it was entitled to proceed on the basis that the matter had concluded.

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 submitted that the Property included a faulty stove and chimney. She incurred an expense of £1,800.00 rectifying the chimney and replacing the stove.

The Home Buyer requested compensation of £2,000.00 or for the Home Builder to pay compensation of £1,800.00 and supply a dragon cowl.

Defence

The Home Builder did not submit a Defence.

Findings

The adjudicator found that the Home Builder breached Section 5.1 of the Code by failing to “deal with” the Home Buyer’s complaint within an “appropriate time”.

Decision

The claim succeeded. The adjudicator directed the Home Builder to pay compensation of £2,000.00 to the Home Buyer.

Complaint

The Home Buyer submits that: a. Broadband was not available when she moved in on 16 December 2022. b. There was a lack of information about this. Information provided was misleading. c. The lack of broadband became apparent when she asked for the name of the provider, prior to moving in. d. When she moved in the Home Builder said there was a delay due to road works but it would be installed by the end of January 2023. e. The Home Builder “did not appear to know what was going on” or what needed to happen. f. Broadband was activated on 23 May 2023. g. She would not have proceeded with the sale knowing the activation date.

Defence

The Home Builder submits that: a. It does not deny there was a delay with the broadband installation. b. Timescales it provided to the Home Buyer were, at all times, those given by the provider. c. The timescales were passed on in good faith and was frustrated by the delays. d. It provided mobile broadband routers while it awaited the full fibre connection. e. It provided written updates from the end of the March until end of May 2023. f. It offered £300.00 compensation; comprising £50.00 per month for the period without the connection.

Findings

The adjudicator found that while the Code does not expressly refer to broadband provision and while the prepurchase information has not been provided, they were persuaded, on a balance of probabilities, the Home Buyer was told she would have broadband when she moved in. This did not happen.

The adjudicator was further persuaded the Home Builder believed the installation would be completed earlier and did expect to be able to fulfil its pre-purchase statements. However, the Home Builder is responsible for the actions and delays incurred by its subcontractors. Therefore, the Home Buyer was given information which was reasonably relied upon and turned out not to be correct. As a result, there was a breach of section 2.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to apologise and pay £500 for inconvenience.

Complaint

- The Home Buyer identified and brought to the attention of the Home Builder numerous defects, including issues with severe heat loss, dangerous electrical installations, and defects with lower-level flooring.
- The Home Buyer had to spend five years dealing with the Home Builder to have it attend to all defects, and this caused him stress, anxiety, and loss of sleep.
- The Home Buyer says he had to take many days away from his employment in order to facilitate access to the house to permit remedial works.
- The Home Buyer believes the Home Builder is in breach of Sections 4.1 and 5.1 of the Code.

Defence

- The Home Builder states that it attended to the flooring issue and took only two days to complete the works. It accepted that it did not advise the Home Buyer promptly when the work was completed and as such made a goodwill payment to him.
- The Home Builder confirms that it paid the Home Buyer £520.00 towards his increased heating costs despite him not supplying evidence of financial loss.
- The Home Builder says it at all times kept reasonable contact with the Home Buyer and notes that he agreed all complaints were rectified prior to 19 April 2023. It also records that it offered the sum of £250.00 to the Home Buyer for inconvenience.
- The Home Builder asserts that the claim should fail.

Findings

The adjudicator found that the Home Buyer has not established on a balance of probabilities that the Home Builder was in breach of any Section of the Code as alleged. The adjudicator identified that the Home Buyer could not justify his calculations for costs due to heat loss and had accepted the Home Builder's compensation offer. The adjudicator did not accept that the Home Builder should pay compensation for costs claimed against food bills as a result of the works to repair flooring. Similarly, the adjudicator found that the claim for distress and inconvenience could not succeed under the Scheme Rules as the Home Builder was not found to be in breach of the Code. The adjudicator did not find that the evidence submitted established any breaches of the Code by the Home Builder.

Decision

The claim does not succeed, and the Home Builder is not required to take any action.

Complaint

The Home Buyer submitted that the Property deviated significantly from the architectural design, particularly with respect to storage spaces on the top floor, which had been fitted with hatches instead of the doors shown on the architectural design. Given the Home Buyer's disabilities, this rendered the spaces unusable and inaccessible. He also experienced problems with the carpets installed in the Property, and despite these issues being raised with the Home Builder they remained unresolved. He had experienced poor customer service and had experienced significant inconvenience and distress. The Home Builder acknowledged the issue with the carpets, promising a partial refund and rectification of the issue, but although the refund had been provided the promised work had not been performed. He argued that the Home Builder had breached Sections 1.3, 1.4, 1.5 and 3.1 of the Code.

The Home Buyer requested that the Home Builder apologise; provide an explanation and discuss the situation; and pay compensation of £11,900.00.

Defence

The Home Builder submitted that it acknowledged that when the Home Buyer saw the eaves hatches on the finished Property on 22 August 2022, he complained that he would have difficulties with them due to his disability, and questioned if they were consistent with the specification. The Home Builder identified that there were some spare doors on site that could be adapted to replace the hatches, and agreed to do so as a gesture of goodwill. No promise was made that this work would be performed before completion.

The Home Builder provided suitable training for its staff regarding the Code, and believed that the Home Buyer's disability was appropriately taken into consideration. The architectural design showed the storage area to be accessed through hatches. The contract adhered to the requirements of the Code. On 3 October 2022, the Home Builder logged an instruction to adapt and replace the hatches with doors. The joiner came to fit the doors in late November 2022, but it was discovered that they had been damaged and were not fit for purpose. The Home Builder sought replacements, but sourcing non-standard doors resulted in delays. The Home Builder acknowledged that there was internal confusion between its teams that resulted in the Home Buyer not being updated until May 2023. The Home Builder apologised at that time for the misunderstanding, delay, and any inconvenience caused. Replacement doors were delivered in June 2023, but arrived damaged and unusable, so they were rejected and re-ordered. The appointment to fit the doors was cancelled. The Home Builder took delivery of new doors in August 2023, but the Home Buyer insisted on financial compensation as well and commenced court proceedings, resulting in all works being delayed until the court proceedings were completed. Those proceedings had now been stayed.

The Home Builder had no evidence or knowledge of agreeing to replace the carpets in the Property. It argued that such an offer would be inconsistent with its agreement to provide a 50% refund for the carpets already installed. The Home Buyer raised the issue of the

carpets at the Home Demonstration, a visit by the carpet fitters was then arranged, and the Home Buyer did not raise the issue of the carpets again until 22 August 2023, despite other communications with the company about work required at the Property. When the issue was raised again in August 2023, the Home Builder arranged for carpet fitters to attend the Property.

The Home Buyer had provided no evidence supporting the amount of compensation claimed. The Home Builder denied that it had breached the Code.

Findings

The adjudicator found that the Home Builder had breached Section 5.1 of the Code because of the delay in resolving the Home Buyer's complaint about the hatches in the Property.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for the delay in resolving his complaint about the hatches in the Property; attend the Property and install the doors as agreed, although it was excused from this obligation if the Home Buyer refused to allow the work to be performed; and pay the Home Buyer compensation of £500.00.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1, because the shared driveway was not to an acceptable condition including crumbling tarmac, significant holes and deteriorating conditions.

Defence

The Home Builder submitted that the driveway has been inspected by its adoptions engineer, and although some small surface deterioration was noted, this does not appear to be of any design or installation fault, but simply from surface scuffing. There was no evidence of crumbling or a lack of tar as the Home Buyer had alleged. The Premier Guarantee technical standards indicate that a 10mm deviance on adoptable roads is permitted. The tarmac in question is a private driveway and at no point has any scuffing anywhere near 10mm been observed.

Findings

The Adjudicator found that while the Home Buyer alleged a breach of Code Section 2.1, the claim was more properly considered under Code Sections 4.1 and 5.1. Further, the claim regarding the standard of works carried out on the shared driveway could be regarded as a complaint about snagging issues. Complaints concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about the issue with reference to its obligations under Code Sections 4.1 and 5.1.

There was no breach of Code Section 4.1 on the evidence. The correspondence between the parties indicated that the Home Buyer was able to access the Home Builder's after-sales service, having reported the issue with the shared driveway after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer in respect of and made arrangements to investigate. There was also no indication of a failing in respect of the provision of contact and guarantees/warranties information. In relation to Code Section 5.1, the correspondence between the parties regarding the shared driveway showed a reasonable level of engagement from the Home Builder with the Home Buyer in relation to his complaint.

The correspondence showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaint, including arranging a meeting with the Home Buyer, arranging for investigations to be carried out on the shared drive, corresponding with the Home Buyer by email and it provided the Home Buyer with a written update setting out the findings of its investigations. There was no breach of Code Section 5.1 on the evidence.

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 says that the Home Builder has breached the Consumer Code for Home Builders as it changed the agreed specification of grey kitchen carcasses without consent and has not provided a satisfactory kitchen. The Home Buyer is seeking the Home Builder to replace the white kitchen carcasses with grey

Defence

The Home Builders' position is that it has not breached any section of the Code. It says that whilst an initial selection of grey carcasses was made, the Buyer subsequently changed the selection to white carcasses. Accordingly, there has been no breach of the Code

Findings

The adjudicator found that there had been no breach of the Code as the Home Buyer had agreed to the variation of materials as evidenced by an email trail.

Decision

The claim does not succeed.

Complaint

The Home Buyer submitted that the Property still had plaster mites 3 years after she moved in. She contacted the Home Builder's Site Manager, but nothing was done. He left and was replaced by a new Site Manager, so she had to complain again. He also left and was replaced, so that she had to start again. Despite numerous contacts with the Site Manager and the Home Builder's office, nothing was done. She still had the problem, despite taking actions herself to resolve it. She had experienced numerous problems with the Property and had had to get the NHBC involved. The corbels on the front of the Property were too high and there was missing brick. The house she saw prior to purchase was not the house she received as the roof was different. She argued that the Home Builder had breached sections 4.1 and 5.1 of the Code.

The Home Buyer requested that the Home Builder resolve the remaining issues and pay compensation of £15,000.00.

Defence

The Home Builder submitted that the Home Buyer completed on the Property on 31 July 2020. The Home Buyer was provided with the Home Builder's complaint process at that time, but had confirmed in her claim that she did not follow this process. The Home Buyer first raised a concern about plaster mites on 22 August 2021. As no evidence was provided of an infestation, the Home Buyer was given information on how to ventilate and maintain the Property. The Home Buyer remained unhappy, and so the Site Manager visited the Property to undertake an inspection in the week commencing 13 September 2021. A single "bug" was found during that inspection, although its species was not confirmed. The Home Buyer repeated her concerns throughout the period September 2021 to February 2023, at which time she raised a formal complaint. A response was provided to that complaint. The Home Buyer then raised a claim with the NHBC and received a resolution. The Home Buyer did not complain to the NHBC about plaster mites. The Home Builder denied that it had breached the Code.

Findings

The adjudicator found that the Home Builder had breached Section 5.1 of the Code by not resolving the Home Buyer's complaint about house mites within an appropriate time.

Decision

The claim succeeded. The adjudicator directed the Home Builder to arrange for an inspection of the Property by a qualified specialist third party to identify any evidence of a problem with plaster mites, resolving the problem if one is identified; and pay the Home Buyer compensation of £200.00 for the inconvenience arising from the Home Builder's breach of the Code.

Complaint

The Home Buyer stated a. the appearance of the home was not made clear. This did not enable him to make an informed decision and the show home did not reliably illustrate the general appearance of the home. b. The windows fitted were “significantly different to those in the show home”. c. Even though the original window supplier stopped trading, equivalent windows were available. d. The bay windows were different to the rest of the windows, which is “unacceptable”.

Defence

The Home Buyer was “fully aware” of the change to the windows and were therefore equivalent to those purchased. b. The change in manufacturer was brought about by the liquidation of the window supplier. Phase 1 on its site build used the original supplier. This included the “sales arena” and show home.

Findings

The adjudicator found that when assessing the ‘general appearance’ requirement, the difference between the show home windows and those fitted to the Property was considered. However, the adjudicator found that the windows fitted, as demonstrated by the photographs submitted by the Home Buyer, did not noticeably change the general appearance of the Property. This meant the impression depicted by the show home did reliably illustrate the general appearance of the Property as a whole. As a result no breach was found.

Decision

The claim did not succeed.

Complaint

The Home Buyer submitted that he was repeatedly told by the Home Builder's agents prior to purchase that the road beside the Property would only be an emergency vehicle access for the neighbouring public swimming baths. After purchase he saw a Facebook article mentioning that a new access road to the public swimming baths would soon be operational, referencing the road beside the Property. The Home Builder had been aware since October 2020 of how this road would be used, as an amended planning consent was approved at that time involving the existing road access to the swimming baths being replaced by the road by the Property. The site plan he was shown prior to purchase labelled the road as "emergency access" only. The front door of the Property is only 5m from the road, and staff would begin arriving at the swimming baths from 6.30 a.m. and leaving as late at 10.00 p.m. He argued that the Home Builder had breached Section 2.1 of the Code.

The Home Buyer requested that the Home Builder apologise and pay compensation of £15,000.00.

Defence

The Home Builder submitted that the Home Buyer was provided with a full set of plans prior to purchase and signed to confirm they had been seen. The road was clearly highlighted on the plans provided. None of the plans indicated that the road would be "Emergency Access Only", or suggested that there was a boundary between the development and the swimming baths. The planning decisions for the development referenced the road as for emergency vehicular access. The Home Builder denied that its agents told the Home Buyer that the road would not also provide access to the swimming baths, as they only said that it would not be a through road. The Home Buyer made no direct enquiry to the Home Builder's solicitors regarding the road prior to purchase. The swimming baths were closed on Sundays and other than during holiday periods were closed on Saturday afternoons. They usually closed at 20.00 and at the latest at 20.30. The car park, which only had 12 spaces, was rarely at full capacity, as most users were local and walked.

The Property was originally valued with full knowledge of the use of the road and had the lowest price of any house of its type on the development. The Home Builder apologised for any upset and worry caused by the situation, but denied that any information was hidden or that its agents lied. After the Home Buyer's complaint, the Home Builder contacted other residents in the development to outline the situation with the swimming baths. An additional 9 complaints were then received, but all were closed at the initial stage. The Home Builder denied having breached the Code.

Findings

The adjudicator found that the Home Builder had breached Section 2.1 of the Code by failing to highlight to the Home Buyer prior to purchase the information it held regarding the future use of the road to the public swimming baths.

Decision

The claim succeeded. The adjudicator directed the Home Builder to apologise to the Home Buyer for failing to highlight to the Home Buyer prior to purchase the information it held regarding the future use of the road to the public swimming baths; and to pay the Home Buyer compensation of £500.00 for the inconvenience arising from its breach of the Code.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 1.2, because it did not provide him with a copy of the Code and the Code was not printed on the sales documents or sales brochure. It also breached Code Sections 5.1 and 5.2, because it did not provide him information about its complaints procedure. The Home Builder did not install slabs at the rear garden in accordance with the drawing for the Property. It did not install a television socket in the correct place in the dining area and downlights were not installed in the dining area as it had agreed to do.

Defence

The Home Builder submitted that it provided a Consumer Code leaflet within the legal completion box. It has installed 60 concrete slabs at the Property in line with the original sales document and payment. The Home Buyer paid it £1,286.40 for the slabs, and this is what it provided. The Home Buyer was requesting more slabs and a different layout to the agreement including Indian sandstone slabs. It installed an additional TV point as per the sales option's agreement at a cost of £41.74. The sales options that it confirmed to the Home Buyer did not include downlights in the dining area. It agreed that some element of interaction between it and the Home Buyer may have led to stress and it offered to pay the Home Buyer £1807.94 comprising £200 for stress, a refund of £1,286.40 which he paid for the slabs, a refund of £41.74 which he paid for the TV point and £279.80 which reflects 50% of the cost of the eight downlights.

Findings

The Adjudicator found that the Home Builder breached Code Section 1.2, because Code Section 1.2 required the Home Builder to provide the Home Buyer with information about the Code at the Reservation stage but it appeared that the Home Builder provided the Home Buyer this information at legal completion. Code Section 2.1 was relevant to the Home Buyer's complaint regarding the patio slabs. The Home Builder breached Code Section 2.1, because it did not provide the Home Buyer with sufficient information regarding the layout of the slabs. The Home Buyer was entitled to rely on the information that the Home Builder provided him regarding the layout of the slabs and it was reasonable for the Home Buyer to proceed with the purchase on the basis of the revised drawing which did not show a step in the area of the patio in question.

The Home Builder also breached Code Section 5.1, because it did not address the main issue in the Home Buyer's complaint, namely the complaint that the slabs had not been installed properly. Further, the correspondence between the Home Builder and the Home Buyer showed that the Home Builder confirmed that it would pay the Home Buyer compensation in relation to the slabs and it intended to obtain a quotation in relation to the slabs. It breached Code Section 5.1, because it did not pay him compensation in relation to his complaint about the slab as it had led him to believe.

It also breached Code Section 5.1, because its agent incorrectly informed the Home Buyer that he could only raise a complaint under the Code 12 months from legal completion. However, the Home Buyer's complaint regarding the lack of a TV socket and downlights in the dining area did not succeed, because neither the sales options order form nor any other documentation confirmed that an agreement to install downlights and/or a television socket in the dining area.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to issue the Home Buyer with a written apology for the inconvenience that it caused him, and pay the Home Buyer £1,807.94 in compensation which included £200.00 for inconvenience and a refund of the fees the Home Buyer paid for patio slabs.

Complaint

- The Home Buyer submits that the Home Builder has breached section 4.1 of the Consumer Code for Home Builders. The Home Buyer states (in relation to adjacent building works) that the ‘managers have never spoken to me or responded to my pleas to visit me to discuss the danger we & my property was put in despite so many requests for someone to see me. They just avoided it then denied the damage they caused.’
- The Home Buyer submits that the Home Builder has breached section 4.2 of the Consumer Code for Home Builders. The Home Buyer states that the Home Builder has ‘not resolved anything and failed to keep us safe.’
- The Home Buyer submits that the Home Builder has breached section 5.1 of the Consumer Code for Home Builders. The Home Buyer states that ‘I have had to seek out support. They have not openly supported me or offered me the dispute resolution service, I had to ask for it.’

The Home Buyer sought:

- The Home Builder to take practical action to repair various defects and snags but as snagging is not covered by the Consumer Code for Home Builders, I do not list them out here.
- The Home Builder to pay the Home Buyer £5,395.13 (£1,034.40 for car damage, £2,000 for additional shower installation costs, £2,120.73 for time taken off work and £240 for car washing).

Defence

- The Home Builder denies a breach of section 4.1 and confirms that it provided ‘an abundance of information to its customers regarding after-sales services, guarantees and warranties.’
- The Home Builder denies a breach of section 4.2 and states that a ‘Living on a Development’ help sheet was available in all sales offices and may have been included in the Applicant’s sales pack. The Home Builder also states that it is ‘reasonably foreseeable that purchasing a new-build home on a development that is still under construction, there will be contractors on site using machinery.’ The Home Buyer claims that the help sheet was not received.
- The Home Builder denies a breach of section 5.1 and states that it ‘has a webpage dedicated to its complaint process’ and an extract has been provided.

Findings

The adjudicator found that:

- The Home Builder had furnished the Home Buyer with details of the after-sale service, warranties and guarantees. Further the Home Builder responded promptly to each complaint email between May and August 2023 and which demonstrated that the Home Builder had an accessible after-sale service.

- That the Home Builder failed to provide the Home Buyer with information to inform them what health and safety precautions they should take when living on a development where building work continues which was a breach of section 4.2 of the Code.
- That the Home Builder had in place, a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints. Complaints were responded to within a reasonable timeframe each time the Home Buyer sent an email and the Home Builder also provided the Home Buyer with a copy of the Code. Therefore, a breach of section 5.1 of the Code had not occurred.

Decision

The claim did succeed but the adjudicator awarded no remedies.

Complaint

The Home Buyer submitted that the ceiling levels in the Property were incorrect, with the ground floor ceiling lower than designed and the upper floor ceiling higher than designed. He had experienced significant inconvenience and distress. He argued that the Home Builder had breached Section 2.1 of the Code.

The Home Buyer requested that the Home Builder take an unspecified action and pay compensation of £15,000.00.

Defence

The Home Builder submitted that the Property was already substantially completed when it was reserved by the Home Buyer. The document produced by the Home Buyer was an older version of the working drawings for the Property, and the Home Builder had not represented to the Home Buyer that the Property would correspond to this drawing. The Home Builder had attended the Property and had confirmed that the ground floor ceiling was over the 2.3m minimum floor to ceiling height specified by the NHBC. The Home Buyer had not provided evidence supporting the compensation claimed. The Home Builder denied breaching the Code.

Findings

The adjudicator found that the home was built to, and met the standards required, and that there was no evidence provided that the Home Buyer which indicated that the ceiling height was not correct or that he had made a specific request of the Home Builder to build the ceiling at an increased height. The adjudicator found that there was no evidence to support a conclusion that the Home Builder had breached Section 2.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer complains that there were problems with the render that, having been repaired, has left him with one elevation in which the paintwork has areas of different colour and texture. The cost of rectifying this to achieve uniformity would be £10,800.00 and he asked for compensation for all the emails and communications that had to take place sent compensation for 5 ½ years of inconvenience and stress including 9 months living on a building site during covid lockdown, whilst repairs were eventually completed. The Home Buyer claimed compensation of £10,800.00.

Defence

The Home Builders denied liability, on the basis that it has carried out works and, having also taken advice from the supplier and installer, has now assessed the walls and found the appearance of the repairs to be within tolerances.

Findings

The adjudicator found that the Home Builder had assessed the complaint fairly and found that no further work was needed to the render. The Builder had therefore reached a resolution and the adjudicator had no jurisdiction to arrive at a different conclusion. However, this process had taken more than 5 years and had not followed its complaints procedure.

Decision

The claim succeeded. The Builder was required to pay compensation of £500 and make an apology.

Complaint

The Home Builder was in liquidation, but it was concluded that this adjudication should proceed. The Home Buyer complained that:

- The Builder's advertising materials made reference to the wrong consumer code
- That she was told that the Home Builder would undertake no rectification because the Home was sold as seen (it had been a show home)
- The flooring was damaged but the Home Builder refused to take any action.
- There had been misrepresentation of the service charges.
- Incorrect accounts and financial information had been provided.
- The concierge did not attend for the stated number of hours.
- The accounts were incorrect.
- The Home Builder did not reveal the existence of a previous leak,
- There had been rudeness of handover.

Defence

The Home Builder did not submit a defence.

Findings

The adjudicator found that the Home was not "sold as seen" even though it had been the show home. The Builder was in breach of section 1.5 of the Code by referring to the wrong Consumer Code in its marketing materials, of section 5.1 of the Code in that it promised to remediate the problems with the flooring but did not complete this. It did not resolve the Buyers complaint about the state of her flooring,

Decision

The claim succeeded. The adjudicator directed payment of the cost of rectifying the flooring and £100 compensation for inconvenience. The Buyer was entitled to submit a claim in the liquidation (subject to any determination by the liquidator) of £2,350.00.

Complaint

The Home Buyer submitted that the Home Builders were in breach of sections 1.5, 2.1 and 5.1 of the Consumer Code for Home Builders (the Code) in respect of the content of the sales and advertising material, the technical drawing for the landscaping and the resolution of the Home Buyer's complaint regarding the landscaping. The Home Buyer contended that she should have had a retaining wall at the end of her garden, instead of a fence, as per the planning documents.

The Home Buyer claimed that the Home Builders had provided misleading information for a number of months and failed to accept that they distributed a different plan to their team than that approved by the Council. The Home Buyer submits that the Home Builders refuse to admit that they lied to and misled the Home Buyer. The Home Buyer further submitted that the Home Builders were not building a retaining wall, and were not constructing the wall shown on the technical drawing provided.

The Home Buyer sought £1100.00 for the costs of garden sleepers purchased to reduce the slope of the garden, asked that the Home Builders level the garden, install a retaining wall and replace the fencing with one of a better quality.

Defence

The Home Builders admitted that the working drawings issued to the construction team were different to the approved planning drawings, resulting in the site team incorrectly erecting a fence. The Home Builders submitted that they have apologised to the Home Buyer and informed her that they would construct the required wall as per the approved planning drawings. Work commenced, however, the Home Buyer stopped all work and asked that the foundation be reinstalled to a lower position so she can eliminate the slope in her garden. A retaining wall is not part of the approved planning drawings and the Home Builders were waiting to complete the reinstatement of the wall as planned.

Findings

The adjudicator found that the Home Builders had breached Sections 1.5 and 2.1 of the Code by not providing the Home Buyer with clear and truthful information as the documents they provided showed a fence to the rear of the garden, which was not correct with respect to the planning conditions to which the home was being built.

The adjudicator further found that the Home Builders had breached Section 5.1 of the Code by not adequately addressing the Home Buyer's valid complaints and refusing to investigate or resolve the complaint for a number of months, despite the Home Buyer ultimately being found to have a valid complaint.

Decision

The claim succeeded. The adjudicator directed the Home Builders carry out the construction of the brick wall to the original design specifications, subject to the Home Buyer allowing them access to do so, and pay compensation to the Home Buyer for inconvenience in the sum of £400.00.

Complaint

The Home Buyer says that the Home Builder has not investigated thoroughly and fixed the noise entering the Property from the lift area. In not doing so, the Home Builder has breached the Consumer Code for Home Builders.

Defence

The Home Builders' position is that it has not breached any section of the Code. Noise complaints arising from alleged defects do not represent a breach of the Code. In any event, the Property meets all noise and sound insulation standards it is required to under Building Regulations 2010 approved document E and British Standards 8233:2014. Furthermore, the Home Builder has accessible after-sales service and a system and procedures for receiving, handling and resolving Home Buyer's service calls and complaints.

Findings

The adjudicator found that the Home Builder provided an accessible after-sales service. The Home Builder was in dialogue with the Home Buyer throughout her dispute sending over 113 messages to the Home Buyer after completion regarding the snagging issues. Furthermore, the Home Builder had undertaken various site visits, repairs to the balcony door and acoustic testing for the lift noise mentioned in the Home Buyer's application and the Home Builder's correspondence.

In relation to the warranty, the adjudicator was satisfied this was provided to the Home Buyer's solicitor and that it was also mentioned in the Home User Guide which was made available to the Home Buyer on completion.

In relation to complaint handling, the adjudicator noted the average time to complete the snagging items raised by the Home Buyer was 30 days, but some did take much longer. However, due to the many parties involved in the investigation of the noise issue, it was an unavoidably complex and long process and the adjudicator found no evidence to suggest that the Home Builder had not communicated with the Home Buyer while investigating the issues.

The adjudicator found that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints and that whilst the Home Builder had not resolved the Home Buyer's complaints to her satisfaction, the timescale and actions by the Home Builder, after reviewing the correspondence and documents put forward in evidence, was found to be reasonable.

Decision

The claim does not succeed.

Complaint

The Home Buyer submits that the Home Builder has breached Sections 4.1 and 5.1 of the Code. Specifically, the Home Buyer submits that the thermostat was installed incorrectly (and that this caused higher energy bills for the Home Buyer), that the boiler was *registered prior* to the Home Buyer *moving in* and as a result, the manufacturer *would not discuss* issues with them or *send out an engineer out* and that they experienced a “*general lack of customer service*”.

In relation to the alleged thermostat installation issue, the Home Buyer comments that whilst the Home Builder agreed in principle to pay compensation, it requested sight of energy bills, however, the Home Buyer submits that as the gas meter had “*not been registered on the national grid*”, accurate bills could not be produced. In relation to the alleged boiler issue, the Home Buyer submits that the Home Builder “*will not assist in resolving*” the issue.

In relation to customer service and after-sales care, the Home Buyer submits that the Home Builder has “*no procedure*” for dealing with complaints, that the Home Builder is unresponsive to correspondence and that the issues overall have caused the Home Buyer significant worry, “*stress and anxiety*”, including in relation to their mental health - and that the Home Buyer has spent a lot of time pursuing the issues with the Home Builder.

Defence

The Home Builder disputes the claim(s). Specifically, in relation to the thermostat issue, whilst the Home Builder acknowledges that the thermostat was installed in the wrong place (by approximately 4 feet and above a radiator), it submits that it was “*subsequently repositioned and made good*”. Whilst the Home Builder acknowledges that the Home Buyer submits that the issue caused them to use more energy than they would have, the Home Builder disputes this - and - in any event - states that it offered to pay any difference in price as a goodwill gesture upon presentation of evidence (e.g. bills). The Home Builder disputes further that it did not register the gas meter and states that it prima facie did, as without a MPAN number, a customer is unable to get a service provided to the Property. In relation to the boiler warranty registration issue, the Home Builder submits that whilst it does not register the boiler per se, the commissioning engineer has to register the boiler on the day of its commission in line with “*safety regulations*”. The Home Builder comments further that the Property’s minor defects warranty also covers the boiler.

The Home Builder disputes further that it breached the Code in relation to after-sales service or complaint handling and submits it provided details of its customer care service and responded to all matters raised by the Home Buyer - however, some procedures were “*deviated at times by the [Home Buyer] contacting a number of staff which has caused some confusion in respect of who is dealing with matters*”.

Findings

The adjudicator found that the warranties/guarantees were provided and explained to the Home Buyer and the after-sales service was explained, including in relation to the Customer Care procedure. They were further satisfied that the Home Buyer was aware of who to contact in relation to after-sales issues and that the Code had not been breached.

The adjudicator found that the Home Builder breached section 5.1 of the Code as they failed to take responsibility for the issue in relation to registering with the energy provider and failed to provide timescales for resolution of the issue. I consider further that this led to significant inconvenience and delay to the Home Buyer.

Further, the adjudicator found in relation to complaint handling in general, some further issues. For example, the Home Buyer had to contact the Home Builder on a number of occasions about the issues, a promise to replace the end panel of the fence was outstanding and the Home Buyer, on occasion, had to chase for a response. Further that proposed timescales for resolution were not always provided and as a consequence, section 5.1 of the Code was breached.

Decision

The claim succeeded (in part) and the adjudicator directed that the Home Builder should apologise, replace the end panel of the fence as promised, and provide the Home Buyer with a timescale for completion in the event it has not already done so - and pay the Home Buyer £300.00 as compensation.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not rectify issues at the Property including a broken fence post, a broken fence panel, poorly installed flooring, and scratches to the kitchen sink.

Defence

The Home Builder submitted that it provided the Home Buyer with the information required under Code Section 4.1, and its complaints process was compliant with Code Section 5.1. It inspected the fence post on multiple occasions and provided the Home Buyer with information confirming that the post is stable and suitable for purpose. The Home Buyer's request for the post to be replaced is disproportionate given that the post is stable and provides support to the gate. The fence panel is fit for purpose as it provides a suitable boundary treatment. As a gesture of goodwill, it offered to replace a single piece of the fencing, provided the Home Buyer arranged for a suitable retaining feature to be in place prior to any works commencing. Its flooring contractor confirmed that all required works to the flooring were completed and no further action was necessary.

It believed that any marks to the kitchen sink were caused by the customer, however as a gesture of goodwill it carried out works to polish out the scratches but the Home Buyer was not satisfied with the results. It also offered to pay the Home Buyer the full cost of the sink as a gesture of goodwill, but the Home Buyer refused its offer.

Findings

The Adjudicator found that the Home Buyer's complaint concerning the rectification of snagging items fell outside the scope of the Scheme and could not be adjudicated upon. However, the Adjudicator could consider the manner in which the Home Builder dealt with the Home Buyer's complaint about issues at the Property with reference to its obligations under Code Sections 4.1 and 5.1. There was no breach of Code Section 4.1 on the evidence. The correspondence between the parties showed that the Home Buyer was able to access the Home Builder's after-sales service, having reported several issues after the sale of the Property which the Home Builder acknowledged, corresponded with the Home Buyer regarding and made various arrangements to rectify the issues that she reported.

There was also no indication of a failing in respect of the provision of contact and guarantees/warranties information. There was also no breach of Code Section 5.1 on the evidence. The evidence showed a reasonable level of engagement from the Home Builder with the Home Buyer in relation to her complaints, and showed that the Home Builder carried out reasonable steps to resolve the Home Buyer's complaint, including arranging meetings at the Property to investigate the issues, carrying out remedial works, corresponding with the Home Buyer, and making settlement offers in an attempt to resolve the 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 stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not resolve his complaint that it installed the wrong sized extractor hood over the hob in the kitchen. The Home Buyer had complained that the extractor hood covers only half the hob and as a result, steam from cooking raises onto the top cabinet in the kitchen damaging the furniture.

Defence

The Home Builder submitted that its Technical Expert has confirmed that the hood and hob were fitted to the manufacturer's guidelines and the likely cause of the excessive condensation, causing the damage to the units is due to the oversized pot used and excessive amounts of time the pot is left boiling. Building Regulations part F requires a minimum extraction rate for a kitchen extracting to the outside to be 30 litres per second. The hood's extraction performance on the electrician's air flow commissioning certificate is 31.2 litres per second which is in line with the building regulation requirements. As a gesture of goodwill, it offered the Home Buyer a full replacement of the kitchen units and doors damaged by the condensation.

Findings

The Adjudicator found that the Home Builder breached Code Section 5.1, because it did not show that it fully investigated the issues in the complaint particularly given the Home Buyer's video evidence. The Home Buyer provided video recordings which showed water being boiled in a medium/standard sized cooking pot and, in the Adjudicator's view, excessive water dripping from the cabinets above the hob. The videos that the Home Buyer provided showed water dripping from the kitchen units during the use of a medium/standard sized cooking pot. The Home Builder stated that the likely cause of condensation causing damage to the kitchen units was the oversized pot used by the Home Buyer and the excessive amount of time the pot is left boiling. However, it did not provide any evidence showing the use of an oversized cooking pot and showing an excessive cooking time. The available evidence did not support the Home Builder's position, and the Home Buyer was entitled to reimbursement of the costs that he incurred replacing the hood.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to pay the Home Buyer £389.00 in reimbursement of the costs that he incurred in purchasing a replacement extractor hood.

Complaint

The Home Buyer says that the Home Builder breached the Code by providing poor customer service before completion and after completion when dealing with the Property's various snagging issues..

Defence

The Home Builder failed to provide a Defence.

Findings

The adjudicator found, in the absence of any defence to the Home Buyer's claim, that the Home Builder failed to provide a copy of the Code when reserving the property and breached section 1.2 of the Code.

The adjudicator found no evidence to indicate that the property was missold or that the Home Buyer was not provided with a list of the property's contents. Neither did the adjudicator find a breach of 1.2 of the Code given that, as evidenced by the multiple WhatsApp messages between the Home Buyer and the Home Builder, the Home Buyer has been told how their questions would be dealt with and who to contact during the sale, purchase and completion.

In relation to not providing reliable and realistic information about when construction of the Home may be finished, the adjudicator found that the Home Buyer was informed about the changes in the completion date. However, this was sporadic and only after the Home Buyer had raised the completion date issue. The adjudicator found that an unreasonable delay occurred during the construction of the Property and that as a result the Home Builder breached Clause 3.2 of the Code.

The adjudicator further found that the Home Builder did not provide the Home Buyer with an accessible after-sales service to their complaint about the various snagging issues. The Home Buyer repeatedly had to chase messages with little or no action from the Home Builder. In addition, the adjudicator found that the Home Builder failed to respond within a reasonable time frame to the Home Buyer's inquiries concerning the defects. The Home Buyer's issues have not been or continue to be addressed by the Home Builder and the timescales are unreasonable. The adjudicator was not satisfied that the Home Builder had a system and procedures for receiving and handling service calls and complaints and there had been a breach of both Clause 4.1 and 5.1 of the Code.

Decision

The claim succeeded and the adjudicator awarded the Home Builder should pay the Home Buyer £867.13 for its breach of Clause 3.2 of the Code and £400.00 for the inconvenience caused by its further breaches of the Code.

Complaint

The Home Buyer says that the Home Builder breached Clauses 4.1, 5.1 and 5.2 of the Code by failing to provide good customer and after-sales service when dealing with a complaint about mould within the Property.

Defence

The Home Builder says it has not breached any section of the Code. The Home Builder has reviewed the Home Buyer's damp report and had its own specialist attend to the Property to determine what remedial works were required. Furthermore, the Home Builder has provided an accessible after-sales service and has resolved the outstanding issues with mould within a reasonable period. Accordingly, no further sums are due, and the Home Buyer's application should be dismissed.

Findings

The adjudicator found that the Home Builder was in dialogue with the Home Buyer throughout her dispute and that the Home Buyer was provided with information about how defects should be reported in its "Home Owners Guide", to which the Home Buyer had access. Consequently, the Home Builder provided an accessible after-sales service.

In relation to complaint handling, the adjudicator found that whilst the Home Builder failed to respond to the Home Buyer's various correspondence immediately, it did respond within a few days and the adjudicator was persuaded that the Home Builder responded within a reasonable time frame to the Home Buyer's inquiries concerning the defects and mould and that the Home Buyer's issues have been addressed by the Home Builder. The adjudicator was further satisfied that the Home Builder had a system and procedures in place for receiving and handling service calls and complaints.

Decision

The claim did not succeed.

Complaint

The Home Buyer submits that:

1. The alarm system installed by the Home Builder was not suitable for the Property.
2. The configuration of the system was inaccurate caused by the installation of components which were not agreed.
3. They adjusted the components order based on the expert's recommendation.
4. "The contract should be adjusted based on the components installed".
5. The fobs have not been provided.
6. They need "remote monitoring" by a third party. This was listed in the original proposal.

Defence

The Home Builders submits that:

1. Its contractor for house alarms went into administration and was unable to fulfil its obligations.
2. It was prepared to "fulfil the contracts it entered into" and "instal the missing components".
3. It found another contractor to carry out the works.
4. It attempted to attend the Property to complete the works on three occasions but the Home Buyer refused access.
5. Remote monitoring is carried out via an app and the Home Buyer can contact the authorities directly. Equipment which alerted the authorities was not agreed

Findings

The adjudicator found that the additional external alarm box which the Home Buyer ordered was a "dummy unit" and not a functional alarm and which should have sounded as an alarm and have a visual feature. In consideration of the marketing materials, which specified an "additional alarm box", this was not clear and the adjudicator found that this did not meet the requirements under section 1.5 of the Code.

The Home Builder said it attempted to attend the Property on 3 occasions to rectify any outstanding issues, but that they were refused access. It is not clear whether appointments were made or whether the scope of the works were agreed, prior to attending. This would be appropriate to ensure appointments are suitable for the parties. It appears therefore the Home Builder needs to arrange a visit with the Home Buyer to complete the appropriate configuration for the Property. This includes ensuring the Home Buyer has the components paid for and that they are appropriately refunded for redundant components. The adjudicator found that a failure to complete the work, for an extended period, constituted a breach of section 2.1 of the Code albeit with the mitigation of attempting attend the Property more recently.

Decision

The claim succeeded. the Home Builder was directed to:

- a. Appoint is alarms contractor to propose a schedule of works which provides the Home Buyer with an alarm system they paid for, which is set up in a way appropriate to the Property design, in the opinion of the contractor. This should highlight any redundant items ordered, based on the Property design. The items included in the system are restricted the items ordered by the Home Buyer and should not go beyond this (without agreement). The Home Builder is to refund the Home Buyer for redundant items and agree a suitable time to attend the Property with its contractor to complete the system set up.
- b. Apologise to the Home Buyer for the breaches of the Code.
- c. Pay £250.00 for inconvenience.

