



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 2025 – HOME007245

Complaint

The Home Buyer says Home Builder provided poor customer service when dealing with a complaint concerning leaks within the Home and has not resolved the various outstanding structural and damp issues caused by the leaks within a reasonable period. Therefore, the Home Builder has breached the Consumer Code for Home Builders.

Defence

The Home Builder says it has not breached any section of the Code. The Home Builder admits that a degree of inconvenience was caused due to the rescheduling of appointments, for which it has previously apologised to the Home Buyer. However, whilst it is admitted that there was a leak within the property before completion, there were 100 issues reported on the Home Builder's defects management portal, of which, the Home Builder has closed 97% of these defects within 30 days. Furthermore, the Home Buyer was informed how to raise an issue with Home using the Home Builder's portal and how to raise a formal complaint. The Home Builder says it has provided an accessible after-sale service which was explained to the Home Buyer as required by the Code and made appropriate attempts to resolve any outstanding defect within a reasonable period.

Findings

The adjudicator found that the Home Builder and its contractors made numerous visits and various snagging repairs to the Home throughout the dispute. Furthermore, the Home Builder was in dialogue with the Home Buyer throughout the dispute and that most of the snagging issues were resolved within 30 days of being logged on to the Home Builder's portal. As such, the evidence did not support a finding that the Home Builder breached section 4.1 the Code.

In relation to the complaint handling, the adjudicator was satisfied that the Home Builder did have a system and procedures for receiving and handling service calls and complaints. The Home Builder had a portal system on which defects and snagging were to be logged, and this information was provided to the Home Buyer. While some of the snagging issues had been present for some time, the Adjudicator was satisfied that the Home Builder attended the property numerous times to try to fix them and that the timescale of the Home Builder's responses was not unreasonable. There was found to be no breach of Section 5.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer said that when he took over the Home, his kitchen worktop was damaged and two kitchen units have excessively large holes. He complained that when the Home Builder's contractor attended to carry out further work, this made the situation worse and was very unpleasant. He complained that the kitchen floor was damaged. He said that the Home Builder did not agree to rectify this and did not provide an aftercare service. The Home Buyer asked for replacement of two kitchen units and the worktop or compensation of £4,500.00.

Defence

The Home Builder said that it was not liable for this claim. It has replaced two kitchen units as a matter of goodwill. It was not willing to replace the worktop but had offered the Home Buyer a goodwill payment of £2,755.00. It would have been willing to replace half the worktop. The Home Buyer did not agree and the offer was withdrawn. The condition of the worktop was then considered by NHBC which reported that no further action was needed.

Findings

The adjudicator found no breaches of either Sections 4.1 or 5.1 of the Code. The adjudicator was satisfied that the Home Buyer knew who to contact to raise his concerns about the snagging and supplied the Home Builder with a list, having been able to access its after-sales service.

The adjudicator found the Home Builder arranged for its suppliers to investigate, to carry out repairs, to report on the customer's view of the work done and to provide a report. Whilst the Home Buyer did not agree with the content of the report, the adjudicator found that the Home Builder was entitled to rely on that report and to refer any further issue to NHBC. The adjudicator was satisfied that the Home Builder responded to correspondence and explained its conclusions and reasons to the Home Buyer and within a reasonable time.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder breached section 4.1 of the Code because it did not address her concerns regarding the inefficient heating system.

The Home Buyer has requested: an apology; an explanation; the Home Builder to recalculate what size radiator is needed in the hall; the Home Builder to install a correctly sized radiator in the hall; and £6,000.00 compensation

Defence

The Home Builder says it investigated the Home Buyer's concerns and took steps to remedy the issue. It denies any breach of section 4.1 of the Code.

The Home Builder has made no offer of settlement.

Findings

Considering the matters which the Home Buyer complained of, the Adjudicator found that the Home Builder made reasonable investigations into the Home Buyer's complaints; it acknowledged that some radiators were undersized, it reported its findings to the warranty provider, and it carried out remedial work. While the Adjudicator acknowledged that it took some time for the Home Builder to complete remedial work, they were nonetheless satisfied that they kept the Home Buyer updated and provided likely timescales.

Regarding the Home Buyer's complaint in relation to the hall radiator, the Adjudicator was further satisfied that the Home Builder investigated the complaint, liaised with the warranty provider and explained its final position to the Home Buyer. The Adjudicator noted that the final position was not what the Home Buyer was hoping for, but found that there had been no breaches of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder did not upgrade the sockets in the garage, and it did not install the turf properly. He says that the Home Builder breached sections 1.4, 1.5, 2.5, 4.1 and 5.1 of the Code.

The Home Buyer has requested a refund of £3,941.72.

Defence

The Home Builder says that the upgrade of sockets did not include the sockets in the garage, and it acknowledges that an area of turf needs relaying. However, it denies any breaches of the Code.

The Home Builder has offered to upgrade the sockets in the garage and relay an area of turf.

Findings

The Home Buyer highlighted errors made by the Home Builder's staff and suggested this indicated they had not been suitably trained on the Code requirements. The Adjudicator found that making mistakes did not necessarily mean that the staff were not given training but did find that a pattern of poor customer service for a significant period did indicate sufficient training to its staff members was not provided and therefore a breach of section 1.4 of the Code.

The Adjudicator also found the marketing material was unclear when it came to the definition of the home/house in relation to upgrades that could be purchased and which could mislead a home buyer and in breach of section 1.5 of the Code.

The Adjudicator did not find however that the Home Builder had restricted the Home Buyer's choice of legal representative and therefore had not breach section 2.5 of the Code.

In relation to the Home Builder's after-sales service, the Adjudicator found that the Home Buyer had to correspond with a number of different individuals within the Home Builder and that there were a number of instances when staff members had left. The Home Buyers were not informed who would be taking responsibility and matters were dropped until chased by the Home Buyer. The Adjudicator determined this to be a breach of section 4.1 of the Code.

With regards to complaint handling, the Adjudicator found the Home Buyer had raised multiple complaints, and these had not always been resolved. There were long periods when the Home Builder did not respond to the Home Buyer's concerns and requests to escalate complaints were ignored and not actioned. The Adjudicator found that there was a significant turnover of staff at the Home Builder, meaning that the Home Buyer had to deal with multiple different people and were not always told that people were leaving and who would take responsibility. Further, the Home Buyer's complaints were not always picked up by replacement staff and offers made by the Home Builder to carry out work were either not

actioned or retracted. The Adjudicator determined this to be in breach of section 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to pay £500 for the inconvenience caused.

Complaint

The Home Buyer said that the Home Builder was in breach of sections 2.4, 4.1 and 3.1 of the Consumer Code for Home Builders. She complained that she has a leak of water through the wall of her garage and that the Home has therefore been improperly constructed and gives rise to a health and safety risk.

The Home Buyer requested an apology, an explanation, practical action, and compensation of £15,000.00.

Defence

The Home Builder said that it is not liable for this claim. It stated that the garage has been constructed with a single skin wall and the problem may be caused by the ground height externally, but a garage does not need to be constructed so that it is watertight. The Home Builder had tried to remedy the problem even though the Home Buyer had made alterations to the Home, but it was not willing to take further action. The Home Builder pointed out that a claim about constructions standards should be submitted to the Warranty Body and not under this Scheme.

Findings

The adjudicator found that the Home Builder was not in breach of the Code for Sections 2.4 and 3.1 were not engaged by the Home Buyer's complaint and there was no evidence apart from the leak through the garage wall (which had in any event been built as a car barn without a door) that construction standards had not been met. This is not a matter that the adjudicator could determine because it is outside the scope of the Code. If the Home Buyer intended to refer to section 2.1, a breach of this had not been proved.

In respect of section 4.1 of the Code, the Adjudicator found that the Home Buyer was able to send emails to the Home Builder's after-sales team, sales director, and construction director and that it is probable that the Home Buyer had been told who to contact or how to access the Home Builder's after-sales service. Additionally, while the Home Buyer's complaint was under consideration by the Home Builder for a lengthy period before she was referred to the warranty body, the Adjudicator considered the Home Builder inspected the Home Buyer's garage on at least two occasions and it contacted its contractor for advice. The contractor also attended, inspected the site, and made two attempts to improve the situation, including installing an aco drain in the Home Buyer's access pathway. The Adjudicator was satisfied the Home Builder reached a conclusion that it would take no further action as it believed the appropriate construction standards had been met and that the standard is acceptable for a garage and that ongoing problems with softening mortar are because the Home Buyer painted the wall. Although the Home Buyer did not agree with the Home Builder's position, the Adjudicator was satisfied that the Home Builder was entitled to reach that conclusion and in doing so, did not breach the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyers say that the Home Builder has breached sections 4.1, 5.1 and 5.2 of the Code, as it is difficult to communicate with, it has not responded, and it has denied that its agents caused damage.

The Home Buyers have requested that the Home Builder take the following action: provide an apology; repair damage; remedy the issues on the snagging list; establish estate maintenance; provide £15,000.00 compensation.

Defence

The Home Builder says that it has tried to resolve snagging issues, but the Home Buyers have not been cooperative.

The Home Builder has made no offer of settlement.

Findings

The Adjudicator was satisfied that the Home Builder provided an accessible after-sales service and had systems and procedures for dealing with the Home Buyers' complaints. The Adjudicator found the Home Builder made reasonable investigations into the Home Buyers' complaints, responded in a timely manner, and provided its final position on some matters. The Adjudicator acknowledged that the final position may not have been the one that the Home Buyers wanted, but this, in itself, was not a breach of the Code.

The Adjudicator was also satisfied that the Home Builder's request for a list of outstanding matters was a reasonable request as it allowed the Home Builder to understand what matters had not yet been agreed so that it can provide its final position on those matters.

However, regarding the Home Buyers' concerns relating to the maintenance of the estate, The Adjudicator found that while the Home Builder's chased its own sub-contractors, who had not always been responsive, they did not always keep the Home Buyers updated and did not provide a timescale for when maintenance work will be carried out. This was found to be a breach of section 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to provide an apology and pay £100 for the inconvenience caused.

Complaint

The Home Buyer says that the Home Builder breached Section 3.1 of the Code and Clauses 4.2 to 4.4 of the contract, when it made changes to the exterior brickwork of the Home.

The Home Buyer has requested that the Home Builder: provide an apology; pay £8,000.00 compensation: and remedy the brickwork.

Defence

The Home Builder acknowledges that it made changes without notifying the Home Buyer. The Home Builder offered to carry out remedial work and provide an apology.

Findings

The Adjudicator found alleged breaches of the contract of sale to be outside of the scope of the scheme but did consider Section 3.1 of the Code which requires Home Builders to provide clear and fair contract terms. The Home Builder acknowledged that changes were made to the brickwork which altered the appearance of the Home. It acknowledged that these should have been notified to the Home Buyer, and it acknowledged that it did not do this.

The Adjudicator found that the changes made to the exterior brickwork were minor changes that did not significantly and substantially alter the size, appearance or value of the Home. As such, the Adjudicator was satisfied that the Home Builder should have notified the Home Buyer of the changes and breached the Code by not doing so, but that they did not give him a right to cancel the contract, and his agreement to the changes was not required. The Home Builder remained committed to carrying out the remedial work if the Home Buyer consented and the Adjudicator was satisfied, from the responses, that there was no dispute between the parties regarding the extent of the remedial work.

The Adjudicator further considered the Home Builder's handling of the Home Buyer's complaint and found that while the Home Builder had systems and procedures for receiving, handling and resolving complaints, they breached Section 5.1 of the Code by taking three months to provide a substantive response and by failing to provide a timescale for a response. In this respect, the Adjudicator found that the Home Builder did not deal with the Home Buyer's complaint within a reasonable time.

Decision

The claim succeeded and the Adjudicator directed the Home Builder to carry out remedial work to the exterior brickwork of the Home as per the original plans shown at reservation; to provide a written apology and £500 for the inconvenience caused.

Complaint

The Home Buyer says Home Builder provided incorrect sales and marketing material as it did not provide the uninterrupted countryside views overlooking Charminster as promised. The species of trees used in the planting scheme means that the Home Buyer would incur a loss of amenity, view and light. Furthermore, the road that the Home is situated on would be essentially unadoptable by the Dorset Council Highways.

Defence

The Home Builder says it has not breached any section of the Code. Its sales and marketing material is not incorrect as the sales brochure for the Home along with the area sales plan showing where the trees will be planted on Peninsula Way were displayed in the sales office. These accurately represent where trees are to be planted. Copies of the sales brochure were given to the Home Buyer during his visit to the office in April 2022.

The Home Buyer's concerns about the species of trees proposed have been discussed with the Duchy of Cornwall and the Local Authority, this has been communicated to the Home Buyer via email.

Findings

The Adjudicator found that that during the reservation process, the Home Buyer was presented with and signed to confirm, he had seen various drawings listed on the reservation checklist; these also show where the trees would be situated. The trees were shown on all the plot's legal plans and conveyance plans and that these were part of the reservation, included in the transfer, and signed again in exchange of contracts.

The Adjudicator determined that whilst the sales and marketing material sets a high bar for the Home Builder, the Home Buyer cannot expect the Home or its energy savings to be precisely the same as shown in the Home Builder's sales and advertising material. Furthermore, the Adjudicator was not persuaded that the wording "uninterrupted countryside views overlooking Charminster" meant that the Home Builder's sales and marketing material was misleading and untruthful and further that the Home Builder could not guarantee that the view from the Home Buyer's property would not change after completion.

The Adjudicator was satisfied that the proposed planting was shown in the sales brochure for the Home, along with the area sales plan, so the Home Buyer would have been aware that trees were to be planted and their location. Furthermore, that it was reasonable to expect that whatever species of trees are planted will grow over time and that the view will change throughout the years and seasons.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder has failed to remedy snags and defects in the Home for a substantial period of time, despite his repeated complaint; that the Home Builder has breached the Code in supplying misleading marketing and pre-purchase materials, and in failing to deal with his complaints.

The Home Buyer has requested the payment of £15,000.00 for inconvenience and for the cost of third party repair.

Defence

The Home Builder says that although it recognises some delay in dealing with the Home Buyer's complaint in relation to a flat roof leak and water damage, in respect of the other complaints, that it acted with reasonable speed in dealing with the complaints. Proposals to remedy have been rejected by the Home Buyer. In any event, the Home Builder states that the Home Buyer's claim is disproportionate and unsubstantiated.

Findings

The Adjudicator considered how the Home Builder dealt with the Home Buyer's various complaints to be at the heart of the matter. They determined that while the various solutions proposed by the Home Builder in relation to dealing with the different aspects were within the range of reasonable responses required by Section 5.1 of the Code; they were nonetheless dissatisfied that the Home Builder had acted in reasonable time.

The Adjudicator found there to be a number of unnecessary delays in responding to and advancing the Home Buyer's complaints and therefore in breach of the Code.

Decision

The claim succeeded and the Home Builder was directed to provide a written apology and pay £500 for the inconvenience caused.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1, because it did not provide her with any plans or drawings that showed that the driveway for the Property would have a join halfway across it. It also breached Code Section 5.1, because it did not deal with her complaints in a satisfactory manner and within appropriate timescales, and it did not rectify snags, defects and faulty or incomplete works.

Defence

The Home Builder submitted that during the reservation process, it provided the Home Buyer with information regarding the drainage solution for the Property. The NHBC had confirmed that the driveway and kitchen worktop comply with the requisite Technical Standards. It was responsive to the Home Buyer's complaints.

Findings

The Adjudicator found that the Home Builder provided the Home Buyer with sufficient pre-purchase information regarding the drainage, because it showed her a Drainage Plan at the Reservation stage which showed the layout of the drains. Further that the Home Builder carried out reasonable steps in respect of the complaint about the kitchen mixer tap, dishwasher, and worktop.

However, the Adjudicator found that the Home Builder breached Code Section 5.1. In relation to the complaint about the driveway and drainage, the Home Builder was not proactive overall in providing the Home Buyer with information such as updates, as a result of which the Home Buyer had to chase the Home Builder a number of times to secure progression of the matter. There was a delay in the resolution of this complaint as a result.

The Adjudicator concluded that the Home Builder was somewhat reactive in its approach, providing updates and explanations when followed up by the Home Buyer rather than providing a comprehensive response on the items with a clear plan of action that it either adhered to or proactively explained any delays.

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 that drainage issues, and an issue with smells, have been present for a number of years, limited action has been taken, and it is apparent that this is due to the waste pipes not being connected properly.

The Home Buyer has requested compensation of £15,000.00; an explanation as to how and why these issues have occurred; and for the Home Builder to clean and repaint their garage floor and re-lay their driveway.

Defence

The Home Builder did not submit a defence.

Findings

The Adjudicator found the Home Builder to have breached sections 4.1 and 5.1 of the Code.

The Home Buyer had been reporting the issue for a number of years and there was no evidence to suggest that a material investigation had taken place. It was also unclear as to why it had taken such an extended period of time for the Home Builder to excavate the driveway and determine the root cause of the drainage issues in the kitchen.

While there had been occasions where employees and contractors of the Home Builder had attended the Home to review the issue, there was limited evidence to show what action was taken as a result of such visits, the updates that were provided to the Home Buyer, or what action was proposed to the Home Buyer.

The Home Buyer had to chase these issues with the Home Builder on numerous occasions over a four-year period, very minimal responses had been received, and it appeared that only recently drain cameras had been used and the external drains had been reviewed. Further, while the driveway was dug up as part of an investigation, it remains in an excavated state, and the Home Builder has also left their garage in an acceptable condition.

The Adjudicator found these failings will have had a considerable impact on the Home Buyer, and they will have caused a significant degree of inconvenience.

Decision

The claim succeeded. The Home Builder was directed to Investigate into, and confirm their position in response to the issues raised with the drainage, the driveway, and the garage and to confirm with the Home Buyer the nature of the works they intend to complete, and when they reasonably expect to complete these works by, or, alternatively, provide the Home Buyer with a clear response as to why no further works will be completed, and why the issues referred to should not be considered as defects.

The Home Builder was also directed to pay £500 for inconvenience caused.

Complaint

The Home Buyer says that he was told that the Home would be the same as the show home. He complains that there are a number of ways in which this is not true. The Home has no bathroom window in one of the bathrooms and the garden has lapped fencing rather than brickwork and close boarded fencing in accordance with the planning consent. He also complains of a number of other defects that the Home Builder has refused to correct.

The Home Buyer says that the Home Builder is in breach of sections 1.5, 2.1 and 4.1 of the Code. He has requested that the issues should be rectified.

Defence

The Home Builder says that it is not liable for this claim. It says that the complaint about the alleged defects is a matter to be decided under the resolution system provided by the Warranty Provider and do not fall within the Code. It says that the sales representative would not have suggested that the Home was the same, but that it was the same house type as the show home. As for the garden, it agrees that it should supply brickwork, but that there is no need to replace the fencing.

In response to the Proposed Decision, the Home Builder has offered to make a payment of £5,000.00 in respect of the fencing and certain brickwork that it had already agreed to undertake.

Findings

The Adjudicator found breaches of section 1.5 and 2.1 of the Code in respect of the Home Buyer's claim for the bathroom window and section 2.1 in respect of the fencing.

While the Home Buyer said that he was told the properties were identical in every detail, the Adjudicator found this to unlikely because it is probable that there were a number of ways in which the show home would have appeared different from any home that the Home Buyer would have chosen to purchase. For example, it is likely that the show home would have been furnished and the garden landscaped. The Adjudicator considered that a purchaser would reasonably have understood that not everything would be the same.

However, against the background where a description of the show home as “the same” had been applied, the Adjudicator found that it was material to ensure also the ways in which the construction would differ. To say that it was the same when in fact the construction was different the Adjudicator found to be misleading. Whilst the Home Buyer may have been shown plans that indicated that some plots did not have a bathroom window, the Adjudicator considered it foreseeable that he would not have realised this, or not have taken on board, that this applied to him. Further, the Adjudicator concluded this was foreseeable and that this was an issue which would affect a prospective purchaser's buying decision, and it would also have altered the appearance of the Home.

In relation to the fencing, the Adjudicator found that that if the construction of the fences was intended to depart from the planning permission, this is a matter that the Home Builder would reasonably be expected to disclose expressly to the Home Buyer as a matter that

might affect the purchasing decision. The Code Guidance makes specific reference to the need to advise a purchaser as to the standards to which the Home was being constructed. As the Home Builder says that the fencing was already constructed, the Adjudicator found that it was aware at the time of the reservation that the fencing and the wall had not be constructed in accordance with the local authority's consent. Further, that a prospective purchaser would reasonably be concerned to know about a departure from the permission in case he may become the subject of enforcement action by the Council. He would also want to know whether he would be able to require the Home Builder to replace the fencing to bring it into line with the consent.

The Adjudicator found the Home Builder to be in breach of section 2.1 of the Code but not in breach of section 1.5 of the Code because the Home Buyer had the opportunity to make a visual inspection of the fences.

The Adjudicator found no breaches of sections 4.1 or 5.1 of the Code. The Home Buyer was able to raise his various concerns and the Home Builder responded and took action as a result.

Decision

The claim succeeded. In addition to the brickwork that the Home Builder has promised to supply to the Home, the Home Builder shall also replace the fencing with close-boarded fencing in accordance with the planning consent for the Home. If the Home Builder does not complete this work within the period allowed by the rules of this Service, the Home Builder shall:

- a. Pay £5,000.00 compensation to the Home Buyer, and
- b. Use its best endeavours (including by notifying the affected neighbours in writing that the Home Buyer will be carrying out this work instead of the Home Builder) to facilitate the grant of access to the Home via neighbours' properties so that the brickwork and fencing can be carried out.

In addition, the Home Builder shall a pay compensation for inconvenience in the sum of £350.00.

Complaint

The Home Buyer says that a contractor of the Home Builder's had caused damage within their property, there was an express request to not have this person attend the Home further, yet a further appointment was scheduled; this amounted to a breach of Sections 4.1 and 5.1 of the Code.

The Home Buyer has requested compensation of £500.00, an apology, and an explanation for the failures under the Code.

Defence

The Home Builder says that it has complied with its obligations under the Code in full.

No offer of settlement has been made.

Findings

The Adjudicator acknowledged that there may have been damage present following a contractor's visit, that was not present before, but found that they could not make a determination that said contractor had knowingly caused the damage, left the Home knowing that they had caused this damage, and that they were then dishonest about this damage during subsequent interactions. To make such findings the Adjudicator concluded that they would have to determine this person's thought process, and their intentions, which is something they were simply not able to do.

However, the Adjudicator also acknowledged that they had no doubt as to the distress that was caused, and emphasized they were not seeking to discredit the Home Buyer's version of events, especially as it was apparent that this was reported to the Home Builder immediately.

Notwithstanding this, the Adjudicator found there to have been breaches of the Code with regard to how the Home Buyer's original complaint was handled, the delays in scheduling for the works to be completed, and the error that led to the contractor re-attending the Home to carry out the works. The Adjudicator determined these failings amounted to breaches of both Section 4.1 and 5.1 of the Code.

The Adjudicator concluded that the Home Builder had expressed their apologies on a number of occasions and therefore a further apology was unnecessary. Similarly, given that errors do occur during the course of providing a service, the Adjudicator disagreed with the Home Buyer that it would be reasonable to determine that the Home Builder has allowed such errors to happen, or they have taken deliberate action contrary to the Code.

Decision

The claim succeeded and the Home Buyer was awarded £200 for inconvenience.

Complaint

The Home Buyer says that the Home Builder has breached Section 5.1 of the Code with regard to how defects have been handled; and they have breached Section 1.5 of the Code as the marketing materials were misleading.

The Home Buyer has requested £500.00 in compensation; for the driveway to be repaired; and for an apology for each breach of the Code.

Defence

The Home Builder says that it has offered a reasonable sum of compensation; there are no defects with the road/driveway in question; and the area of land referred to by the Home Builder was never to form part of the development. The Home Builder has offered £500.00 as a settlement to this complaint.

Findings

In relation to concerns about a defective bath tub, the Adjudicator found that the Home Buyer was having to chase this issue on numerous occasions, there was a lack of updates being provided, and it ultimately took nearly two years for this issue to be resolved.

The Adjudicator appreciated that the Home Buyer may have had use of a bathtub during this period of time, yet found that, given the length of time this issue remained ongoing, and the way in which these complaints and concerns were handled, this will have caused the Home Buyer a considerable degree of inconvenience and distress.

With regards to the drain cover, the Adjudicator found the Home Builder provided conflicting information as to whether or not the drain cover is situated on a private road, if this issue will be attended to as part of the road adoption process, or whether or not this cover is to be regarded as defective in general.

The Adjudicator found the Home Buyer's concerns had not been addressed to a material degree, the Home Builder still appeared to be unaware of the actual issue the Home Buyer had referred to, and it was unclear as to whether contractors had attended and confirmed that no further works are required. In conclusion, the Adjudicator found breaches of sections 4.1 and 5.1 of the Code.

In relation to the boundary issues, the Adjudicator found that the marketing material would not have misled the Home Buyer into believing that the Home Builder would ensure the ongoing maintenance of the area in question, nor that it amounted to a confirmation that the area of land in question was to be included with the development's boundary lines. There was no breach therefore of section 1.5 of the Code.

Decision

The claim succeeded and the Home Builder was directed to investigate into the smaller drain cover referred to by the Home Buyer, and to confirm the actions they are seeking to take to repair this issue, or alternatively, explain to the Home Buyer why this is not considered to be a defect and pay £500 inconvenience.

Complaint

The Home Buyer says that the Home Builder has failed to investigate into their concerns regarding the garage wall sufficiently, it has refused to carry out any further investigations, and it has not responded to their complaints appropriately.

The Home Buyer has requested that the Home Builder rebuild the garage wall; it compensates them for the costs they incurred on a survey; it compensates them for the inconvenience caused; and it answers their further queries that have arisen since a second survey was carried out.

Defence

The Home Builder says that it has investigated into their concerns and it correctly signposted the customer to the LABC's dispute resolution service.

No offer of settlement has been made.

Findings

The Adjudicator concluded that a technical argument regarding the standard to which the Home had been built to was a matter to be raised with the appropriate home warranty body. Their role was to evaluate whether or not the Home Builder had investigated the Home Buyer's concerns in an effective and timely manner, and whether or not the Home Builder had sought to respond to the Home Buyer's complaints with its findings.

The Adjudicator was satisfied that the Home Buyer had raised concerns regarding the blockwork in the garage, the Home Builder promptly arranged for its Head of Customer Care to attend and evaluate the wall, and a survey of the wall was arranged. The Home Builder confirmed that no further action would be taken with regard to the blockwork, as the survey deemed that it was structurally sound. Upon disputing the findings, the Home Buyer was referred by the Home Builder to the home warranty body, which the Adjudicator found to be the correct process.

While the Home Buyer remained dissatisfied with the outcome of their complaint, the Adjudicator was satisfied that the Home Buyer's concerns were investigated promptly, the Home Builder arranged for a chartered civil engineer to attend and survey the blockwork, and the findings from this survey were relayed to the Home Buyer. As such, they found no breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder is in breach of Sections of the Code. The Home Buyer states that she identified issues to the roof and driveway of the property and immediately brought them to the attention of the Home Builder. The Home Buyer asserts that the Home Builder has provided a low level of customer service whilst dealing with her complaint particularly in respect of her suffering five separate occasions where appointments made by the Home Builder were not kept. The Home Buyer contends that this caused her loss of earnings and overall the Home Builder has caused her distress and inconvenience. The Home Buyer being unhappy with the actions of the Home Builder has escalated the dispute to the Resolution Scheme.

The Home Buyer has requested that the Home Builder pay compensation in the sum of £5,000.00.

Defence

The Home Builder denies being in breach of any Sections of the Code as asserted by the Home Buyer. The Home Builder says it has taken all reasonable steps to investigate fully the Home Buyer's complaint and has rectified the faults to both the roof and driveway. The Home Builder notes that the Home Buyer requested to attend all third-party visits to the property even though such attendance was not necessary as all remedial works were external and did not require access to the inside of the dwelling.

The Home Builder has made a settlement offer to the Home Buyer that was not accepted.

Findings

The Adjudicator was satisfied that the Home Builder responded to all of the Home Buyer's communications within a reasonable time period. Additionally, that the Home Builder took steps to rectify the defects and faults brought to its attention by the Home Buyer and was not persuaded that the Home Builder attempted to deny responsibility for the defects reported.

The Adjudicator found the Home Builder acted reasonably in seeking the inputs of other entities, especially in respect of the roof where it seems the original installer denied to return to the dwelling and the Home Builder organised a third party to remedy the fault. Similarly, the Home Builder had the driveway re-laid on two occasions until the Home Buyer was satisfied.

In relation to complaint handling, the Adjudicator considered the brochure produced by the Home Builder in which it stated that details of the complaints procedure is available on the Home Builder's website. Having looked at the appropriate website, the Adjudicator was satisfied that it explains in reasonable detail the company's complaints procedure, including how to access the dispute resolution process.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder did not provide information on the Code, and has improperly refused to refund deposits after termination of the purchase of the Home. The Home Buyer has requested an apology and explanation; repayment of £15,000.00.

Defence

The Home Builder says that the Home Buyer was informed about the Code, and the deposits were non-refundable. No offer of settlement has been made.

Findings

The claim falls under the fifth edition of the Code.

The Adjudicator found that while the Home Buyer stated that he did not receive a copy of the Code, the Reservation Agreement the Home Buyer signed included a ticked box reflecting acknowledgement by the Home Buyer that a copy of the Code was received. As no conflicting evidence was provided by the Home Buyer, the Adjudicator found on the basis of the available evidence that the Home Builder provided the Home Buyer with a copy of the Code and no breach of the Code had occurred.

However, the Adjudicator found a breach of Section 1.2.2 of the Code as the Home Builder failed to evidence it made the Code “readily accessible” on its website; albeit no redress was directed for this breach. Further, while the Home Buyer argued that the Home Builder failed to have the Code logo prominently on display, the Home Builder provided evidence of this and which the Home Buyer was not able to dispute. As such no breach of Section 1.2.3 of the Code was found. Similarly, the Adjudicator was satisfied with the timeline events put forward by the Home Builder in relation to the signing of the contract and did not conclude that the Home Buyer was given insufficient time to consult a solicitor as suggested. There was no breach of Section 1.5.4 of the Code or of high pressure selling tactics.

In relation to the retention of the reservation fees, the Adjudicator found that the Home Builder’s Reservation Agreement failed to specify the monetary range of costs that may be deducted if the Reservation Agreement was cancelled. Further, that the Home Builder failed to establish that the costs they were deducting was reasonable and therefore had breached Section 2.2.1 of the Code.

The Adjudicator however found that the Code draws a distinction between a reservation fee and a Deposit, imposing different obligations on the Home Builder with respect to them. The Code only grants the Home Buyer the right to the refund of a Deposit if the Home Buyer cancels the contract for purchase of the Home because of a Major Change by the Home Builder in the construction of the Home. No Major Change occurred in the present case, and so the Code does not obligate the Home Builder to refund the Deposit to the Home Buyer.

Decision

The claim succeeded and the Home Builder was directed to refund the !0,000 reservation fee.

Complaint

The Home Buyer says that the Home Builder is failing to take responsibility for, and repair, a crack in one of the shower trays installed.

The Home Buyer has requested compensation of £1,500.00, or alternatively, for the Home Builder to replace the shower tray and carry out any further work required to make the shower as new.

Defence

The Home Builder says that it is not liable for this damage, and it has responded to the Home Buyer's concerns appropriately.

No offer of settlement has been made.

Findings

The Adjudicator considered the Home Builder's response to the Home Buyer's concerns and that upon the Home Builder being made aware of the crack in the shower tray, they arranged an appointment with an appropriate contractor, and they did so within a reasonable period of time. Within a week of this contractor attending, the Home Builder relayed their findings to the Home Buyer and they confirmed their position in response to this specific issue. Upon the Home Buyer disagreeing with the Home Builder's position, the complaint was further escalated in line with the Home Builder's formal complaints procedure, the Home Builder's Customer Director confirmed their final position and the Home Buyer was correctly signposted to the Home Warranty Body.

While the Home Buyer disagreed with the Home Builder's findings, the Adjudicator was satisfied that the Home Builder acknowledged, investigated into, and responded to the Home Buyer's concerns within a reasonable period of time, they have clearly outlined why they are not agreeable to replace the shower tray, and they have signposted the Home Buyer to the appropriate dispute resolution service that is available to them. The Adjudicator found no breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyers say that the Home Builder breached Code Section 4.1, because it has not rectified a leak at the Property and water damage arising from the leak.

The Home Buyer has requested that the Home Builder should rectify the leak and damage caused by the leak; and pay them £15,000.00 in compensation for the distress and inconvenience that the matter has caused them.

Defence

The Home Builder disputes that it breached Code Section 4.1. It states that since the leak was first reported, it supported the Home Buyers, communicated frequently and clearly with the Home Buyers, undertook extensive investigations, repairs and improvement works at the Property and has gone above and beyond its obligations, both under the warranty and the sales contract.

No offer of settlement has been made.

Findings

The Adjudicator did not find the Home Builder's after sales service was inaccessible. The Adjudicator was satisfied the Home Buyers were able to access the Home Builder's after-sales service, having reported the leak after the sale of the Property which the Home Builder acknowledged, made several arrangements to investigate and remedy the issue and corresponded with the Home Buyers. The Adjudicator also found there was no indication of a failing in respect of the provision of contact and guarantees/warranties information, and as such found no breach of Code Section 4.1.

The Adjudicator also considered Code Section 5.1, because the Home Buyers' complaint concerns the manner in which the Home Builder handled their complaint.

The Adjudicator considered the timeline of events and found that the Home Builder attended the Property on several occasions to investigate the cause of the leak, together with specialist contractors such as engineers and plumbers. The correspondence between the parties regarding the complaint shows a reasonable level of engagement from the Home Builder with the Home Buyers in relation to their complaint. However, the Adjudicator found the Home Builder breached Code Section 5.1 for two main reasons.

Firstly, the Home Builder had not shown that it considered or carried out further investigations into the area behind the fittings that were highlighted in their third party's email. Therefore, the Adjudicator could not conclude that the Home Builder had exhausted all the options and found that the evidence did not support the Home Builder's position that it did not need to carry out any further action regarding the complaint, and so the Home Builder had not resolved the Home Buyer's complaint about the leak.

Secondly, the Adjudicator found that the Home Builder had not resolved the complaint about water damage, because it had not set out a clear position regarding this complaint. While the

Adjudicator acknowledged that the Home Builder had previously repaired some of the damage at the Property, however they found that it had not fully investigated and responded to the Home Buyers' complaint regarding further damage caused by the recurring leak. The Adjudicator therefore found the Home Builder had breached Code Section 5.1 for these reasons.

Decision

The claim succeeded. The Home Builder was directed to investigate the Home Buyers' complaint about the leak and the water damage arising from it; provide the Home Buyers with a written response setting out the findings of its investigation; provide the Home Buyers with its written proposals regarding any remedial action that it proposes to carry out in relation to the issues and pay £150 for inconvenience.

Complaint

The Home Buyer says that the Home Builder has breached Sections 1.1 and 5.1 of the Code.

The Home Buyer has requested: an apology; that the Home Builder remedy the misaligned patio door handles by replacing the cracked patio door and broken window stopper; compensation of £500.00 for the inconvenience he has experienced.

Defence

The Home Builder says that it has met its obligations under the Code. No offer of settlement has been made.

Findings

The Adjudicator considered the Home Buyer's complaint which focused on the refusal of the Home Builder to replace a cracked patio door and broken window stopper, as part of the remediation of misaligned door handles. The Adjudicator found such matters were not identified in the comprehensive snagging report received by the Home Buyer, and there was no evidence of these issues being raised independently of the snagging report albeit nonetheless soon after the Home Buyer purchased the Property. The Adjudicator therefore concluded the Home Builder had not acted in bad faith by declining to undertake the work requested by the Home Buyer.

Further, that the Home Builder had completely refused to undertake any work to address the misalignment of the patio door handles, this might constitute a breach of Section 5.1 of the Code. However, the Home Builder offered to address the door handles, without addressing the cracked patio door or broken window stopper did not breach Section 5.1 of the Code as a result.

In relation to the handling of the Home Buyer's complaints, the Adjudicator found the Home Builder regularly engaged with the Home Buyer and responded promptly to his contacts. While some delays were experienced, the Adjudicator found these to have been delays arising from scheduling and availability, and that the Home Builder repeatedly offered to reschedule any cancelled work within an appropriate time. Further, the Adjudicator found the Home Builder addressed the Home Buyer's complaint professionally and responsively.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder is in breach of Sections of the Code. The Home Buyer states that at the point of sale she agreed to purchase an alarm system for the price of £745.00 and she was not advised of any additional costs. The Home Buyer asserts that the system has not at any time functioned efficiently and is not fit for purpose, and thus she believes she was mis-sold the system insomuch that she was not informed that she needed to pay an ongoing monthly charge for the system to operate properly. The Home Buyer says the problem has been ongoing for more than two years and contends that this has caused her distress and inconvenience. The Home Buyer being unhappy with the actions of the Home Builder has escalated the dispute to the Resolution Scheme.

The Home Buyer has requested that the Home Builder refund the purchase costs in the sum of £745.00.

Defence

The Home Builder denies being in breach of any Sections of the Code as asserted by the Home Buyer. The Home Builder says that it advised the Home Buyer through its Home Maintenance Guide that servicing is a homeowner's responsibility. The Home Builder notes that it had the system manufacturer attend the Home Buyer's dwelling, and it did not record any faults with the system. The Home Builder says it remains willing to have the manufacturer re-attend the property, but the Home Buyer has declined. The Home Builder has not made a settlement offer to the Home Buyer and declines to refund the installation fee.

Findings

The Adjudicator considered the dispute centred around the activation of the alarm system and its functionality. The Adjudicator noted the description provided of the alarm system but which made no mention of ongoing monthly charges that would be necessary to have the system fully functioning.

During the exchanges of correspondence between the parties in respect of the Home Buyer's complaints about the system, at no time did the Home Builder refer the Home Buyer to the possibility that the system was not functioning because she may not have paid any monthly fees. The Home Buyer only became aware of the need to pay ongoing fees following the visit of the manufacturer's engineer.

The Adjudicator found the Home Builder to be in breach of Section 1.5 of the Code insomuch as it did not advise the Home Buyer of the ongoing monthly charges that would be levied in order that the system would function as intended and that this omission fails the Code guideline that sales and advertising material should be clear.

The Adjudicator did however find that the Home Builder responded to all of the Home Buyer's communications within a reasonable time period. Additionally, that the Home Builder took steps to rectify the issues brought to its attention by the Home Buyer and that did not attempt to deny responsibility for the issues reported to it.

The Adjudicator was satisfied that the Home Builder acted reasonably in seeking the inputs of other entities, and in organising a third-party to remedy the door sensors.

Decision

The claim succeeded and the Home Builder was directed to refund the purchase price of the alarm system in the amount of £745.00.

Complaint

The Home Buyer says that the Home Builder has not resolved four issues, and she has experienced poor customer service.

The Home Buyer has requested: compensation of £15,000.00.

Decision

The Home Builder says that it has only been responsible for the Property since January 2024, and it is willing to perform the work requested by the Home Buyer.

Findings

While the Home Builder emphasised that it was not originally the entity responsible for the Property, and argued that it should not be held responsible for action or inaction by the entity previously responsible for the Property; it further acknowledged that the change of responsibility for the Property reflected an internal corporate re-organisation, rather than a transfer between completely separate companies. The Adjudicator found that it would be inconsistent with the Code's goal of ensuring that Home Buyers are "treated fairly" for Home Builders to be able to avoid all prior breaches of the Code through an internal re-organisation. As a result the Home Buyer the Home Buyer retained the right to bring claims against the Home Builder for alleged breaches of the Code by the entity previously responsible for the Property.

While the Adjudicator found that the Home Builder has provided an accessible after-sales service, they also found that the customer had experienced a substantial delay in having the items complained about addressed, both before and after the Home Builder took over responsibility for the Property in January 2024. This was in breach of section 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was direct to contact the Home Buyer to confirm dates on which to address the front door and the squeaky floorboards. These two issues can be resolved on the same date or on up to two different dates, at the preference of the Home Buyer. For each issue, the Home Builder must either resolve the issue or must provide the Home Buyer with a written evidence-backed explanation why it does not need to be resolved. This Decision does not require the Home Builder to resolve the Home Buyer's complaints regarding the toilet seat and the garage door, but does not prevent the Home Builder performing this work voluntarily.

The Home Builder was also directed to pay £250 for inconvenience caused.

Complaint

The Home Buyer says that the Home Builder has failed to deal with his complaints regarding a number of defects in the garden of the Home and has therefore breached Section 5.1 of the Code. Moreover, the Home Buyer states that the Home Builder has failed to comply with Section 3.1 of the Code in failing to inform the Home Buyer about changes to the design of the Home prior to purchase.

The Home Buyer has requested that the Home Builder's senior director should contact the Home Buyer to apologise; that the Home Builder should rectify the issues (or pay for the rectification), provide the Home Buyer with drainage plans and certification of adequate drainage, provide a certification from a chartered engineer to confirm compliance with building regulations, and pay to the Home Buyer the sum of £528.00 (being the cost of the surveyor's report).

Defence

The Home Builder says that it dealt with the complaints in appropriate time in its correspondence with the Home Buyer, and that the resolution of the issues is on hold pending the outcome of a warranty issue which is with the home warranty body.

The Home Builder has made no offer of settlement.

Findings

On the issue of Section 3.1 of the Code, the Adjudicator found the complaint to be about various defects in the layout and construction of the garden of the Home which is not addressed by this section and which, instead, addresses the situation where, during the course of the construction of the Home, the Home Builder chooses to alter the design, construction and materials. The Home Buyer had alleged that the Home Builder had constructed the garden of the Home in a way which was substandard and in divergence with the plans to which the Home Builder was working. For this reason, the Adjudicator concluded that the Home Builder has not breached Section 3.1 of the Code.

In relation to Section 5.1 of the Code, the Home Builder was found to have failed to deal with the Home Buyer's complaints within a reasonable time, it being at least 1 year 9 months after the complaints were first raised without resolution. The Adjudicator concluded the Home Builder had therefore not complied with the requirements of the code and had not adequately remedied the issue.

Decision

The claim succeeded and the Home Builder was directed to pay the Home Buyer the sum of £528.00 in respect of the surveyor's report; deal with the Home Buyer's complaints as described in their application; provide a written apology for its breach of Section 5.1 of the Code from a senior director in the Home Builder and pay £500.00 in compensation for inconvenience.

Complaint

The Home Buyer says that the rear lawn installed is inadequate and requires replacing, as is the rear garden given its drainage issues, and the Home Builder has failed to investigate into, and respond to, these concerns.

The Home Buyer has requested compensation of £11,969.15, or £3,025.91 if the Home Builder agrees to arrange a replacement of the turf through a professional landscaper.

Defence

The Home Builder says that it denies having breached any sections of the Consumer Code for Home Builders.

No offer of settlement has been made.

Findings

The Adjudicator found that the Home Builder's handling of the Home Buyer's complaints and concerns was inadequate and there was a lack of evidence to suggest that an in depth investigation of the complaints raised, took place, or that a formative response to this issue was sent to the Home Buyer.

While the Adjudicator concluded that the Home Builder did escalate the Home Buyer's formal complaint during January 2024 adequately, and further, responded appropriately in a timely manner, there had nonetheless been breaches of Sections 4.1 and 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to pay £300 for the inconvenience caused.

Complaint

The Home Buyer complained that the Home Builder had not rectified a number of defects at the property, which she had reported.

The Home Buyer requested an explanation, practical action and £10,000.00 compensation.

Defence

The Home Builder has not submitted a full defence. However, it did provide evidence of email correspondence with the Home Buyer in relation to the settlement.

Findings

The Adjudicator found the aftersales service was not made accessible as a result of the Home Builder's failure to adequately respond to the Home Buyer's reports. The Home Buyer may have known who to contact, however, an accessible service was not provided, following these reports.

While the Adjudicator was persuaded that the Home Builder complied with its obligations to explain who to contact it did not however demonstrate it informed the Home Buyer of which guarantees applied to the property or show it provided an accessible service. Further, it did not show that it treated the Home Buyers with respect in relation to works carried out with debris and dirt left behind. Overall, the Adjudicator found this was not appropriate and constituted a breach of section 4.1 and failure of the Home Builder to fulfil its obligations to the Home Buyer.

Decision

The claim succeeded and the Home Builder was directed to apologise to the Home Buyer and pay £500.00 for the inconvenience caused.

Complaint

The Home Buyer stated that the Home Builder breached Code Section 2.1, because the driveway at the Property is different from the driveway shown on the plans for the Property. It also breached Code Sections 4.1 and 5.1, because its after-sales service and its handling of his complaint was poor.

Defence

The Home Builder submitted that the plan for the Property showed that the driveway should be finished using one material. It offered to instruct its contractor to replace the resin finishing with tarmac.

Findings

The Adjudicator found that the evidence did not show a breach of Code Section 2.1. The Home Buyer was provided with sufficient information about the driveway, because there was sufficient information in the plans from which he could ascertain that the finish of the driveway did not correspond with the finish shown on the plan. 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.

There was insufficient information in support of the alleged breach of Code Section 4.1. The available evidence did not show that the Home Builder's after-sales service was not accessible.

The Home Builder breached Code Section 5.1, because it did not resolve the Home Buyer's complaint. The Home Buyer complained to the Home Builder in February 2023, but it was not clear on the Home Builder's evidence what steps it took regarding the complaint since February 2023. The Home Builder did not dispute the Home Buyer's position that in January 2024, it agreed to resolve the issue, but it did not provide any detail as to why the issue remained unresolved.

Decision

The claim succeeded, and the Adjudicator directed that in line with its offer which the Home Buyer has accepted, the Home Builder shall make reasonable endeavours to replace the resin at the driveway/accessway at the Property with tarmac.

Complaint

The Home Buyer says that the partition wall is faulty.

The Home Buyer has requested the Home Builder carry out new tests, repair the partition wall or provide £25,000.00 compensation.

Defence

The Home Builder says that the partition wall was built in accordance with regulations.

The Home Builder has made no offer of settlement.

Findings

The Adjudicator was unable to conclude that the Home Builder breached section 2.1 of the Code by not providing sufficient pre-purchase information. The Home Buyer had received a copy of the sales brochure for the development and a plan showing the layout of the development and that while an email referenced did not include details of the standards to which the Home was being built, nevertheless the Adjudicator was not able to find that the Home Buyer was not provided with this information at the pre-contract stage.

Further, the Adjudicator found no breach of section 4.1 of the Code in relation to the provision of an accessible after-sales service given that the correspondence showed the Home Builder was in dialogue with the Home Buyer throughout his dispute.

In relation to dealing with the Home Buyer's complaint, the Adjudicator considered that the Home Buyer contacted the Home Builder about the sound issues and the Home Builder responded the same day explaining that the partition wall was insulated and conformed to building regulations. The Home Builder provided the Home Buyer with a copy of the acoustics report and after some further correspondence between the parties, and a representative of the Home Builder attended the Home to inspect the party wall.

When the Home Buyer raised a formal complaint, the Home Builder responded the same day and explained that the inspection showed that there were no issues. The Home Builder confirmed that the work satisfied building control and NHBC regulations and provided a copy of the relevant certificates, and another copy of the acoustics report was also provided.

The Adjudicator acknowledged the Home Buyer's frustration and that he would like more tests done but was satisfied that the Home Builder had made reasonable investigations into the Home Buyer's complaint, it responded in a timely manner confirming that the work met all the required standards, and it provided its final position. As such, there was no breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder breached sections 2.1, 5.1 and 5.2 of the Code. He says that the garage door is too narrow for his car, and the Home Builder would not discuss his complaint.

The Home Buyer has requested the Home Builder to resolve the issue and stop this practice. He claims £12,000.00 compensation.

Defence

The Home Builder says that the Home Buyer viewed the garage doors before he reserved and purchased the Home, and it responded to his complaint.

The Home Builder has not made an offer of settlement.

Findings

The Adjudicator found that the Home Buyer viewed the Home before reservation and, at that stage, the garage was complete, and he had an opportunity to view it. Therefore, the Adjudicator found that the Home Builder was not obliged to provide a brochure or plan showing the size and specification of the garage and that the plans shown to the Home Buyer at the reservation stage did not need to include measurements for the garage. The Adjudicator concluded the Home Builder had complied with the requirements of section 2.1 of the Code.

Further, when the Home Buyer contacted the Home Builder about the garage doors, the Home Builder responded confirming that the garage had been constructed to the correct specification, and it was viewed by the Home Buyer before reservation. The Home Builder explained that, as there was no defect, it could not offer to complete any remedial work. When the Home Buyer asked to escalate his complaint, the Home Builder passed it to the director responsible for customer service who explained that he was at the top of the customer complaints escalation chain. That director provided a full response confirming that the Home Buyer had viewed the garage before reservation, the garage had been constructed following relevant planning permission, and it featured standard-sized doors. He noted that that was the Home Builder's final position, and he explained how the Home Buyer could escalate his complaint if he was not satisfied.

Taking this into account the Adjudicator found that the Home Builder provided an accessible after-sales service, and the Home Buyer was made aware of the after-sales service. The Adjudicator further found that the Home Builder responded reasonably to the Home Buyer's concerns, and explained why it believed the issue was not a snag and there was no defect or fault. The Adjudicator was satisfied that the Home Builder had complied with the requirements of section 5.1 of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that: there are several outstanding snagging issues; the Home Builder has breached Sections 4.1 and 5.1 of the Code, because it has not dealt with the snagging issues, and the after-sales service was poor; and the Home Builder has breached Section 3.2(c) of the Code, as it did not provide meter readings on handover.

The Home Buyer has requested: an apology; the Home Builder to rectify the snagging issues (a minimum of replacing the oven and microwave); or compensation to cover the cost of a new oven and microwave; and a refund of £1,240.18 for the gas bill.

Defence

The Home Builder says that it is dealing with the snagging issues, but it denies that it is responsible for the utilities bill.

The Home Builder has not made an offer of settlement.

Findings

In relation to a formal handover of the Home, there was no evidence provided to the Adjudicator to show whether there was a formal handover or not and they were not able to make a finding on such matters as a result. Specifically regarding the utilities, the utility bill showed that utility company was advised of the change of ownership on a certain date and the Adjudicator was therefore satisfied that the Home Builder correctly informed the utility companies of the change of ownership. In the absence of any evidence to the contrary, on the balance of probabilities, the Adjudicator found that the Home Builder notified the utility companies of the meter readings at the time of the change of ownership. Accordingly, the Adjudicator found that the evidence did not support the Home Buyer's claim that the Home Builder did not comply with the requirements of Section 3.2(c) of the Code.

Further, the Adjudicator was satisfied from the correspondence and submissions that the Home Builder provided an accessible after-sales service, and the Home Buyer was made aware of the after-sales service and who to contact, albeit the Home Buyer felt the service was not effective. Despite the Home Buyer's views, the Adjudicator found the Home Builder had complied with Section 4.1 of the Code.

In relation to the Home Builder's complaints handling, the Adjudicator found there was insufficient evidence to prove a breach of the Code.

Decision

The claim did not succeed.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 2.1 and 2.3, because it did not construct a retaining barrier in the rear garden to the required standards and the warranty provider has refused to deal with the issue. The Home Builder also breached Code Section 4.1, because it did not rectify the issue with the barrier.

Defence

The Home Builder submitted that the drawings that it showed to the Home Buyer at the Reservation stage showed that there would be a slope in the rear garden. However, it remains committed to carrying out the remedial works that it offered to the Home Buyer.

Findings

The Adjudicator found that the evidence did not show a breach of Code Sections 2.1, 2.3 and 4.1. The drawing that the Home Buyer was shown at the Reservation stage contained sufficient information about the general layout of the rear garden, including the slope and proposal to install a retaining structure.

The fact that the warranty provider/insurer declined the Home Buyer's claim did not lead to the conclusion that the Home Builder had breached Code Section 2.3. The available information indicated that the Home Buyer was able to access the Home Builder's after-sales service.

The Adjudicator also considered Code Section 5.1 which was relevant to the complaint. The Home Builder breached Code Section 5.1 because it had not resolved the complaint about issues in the rear garden. It was not clear on the Home Builder's evidence what steps it took regarding the complaint from when the complaint was made in October 2020 and after its offer in March 2023 to carry out remedial works.

There was insufficient evidence that the Home Builder promptly investigated the complaint and provided the Home Buyer with a response. There was also no evidence of any follow up by the Home Builder following its offer to carry out remedial works.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to: investigate the Home Buyer's complaint about issues in the rear garden; provide the Home Buyer with a written response setting out the findings of its investigation; and provide the Home Buyer with its written proposals regarding any remedial action that it proposes to carry out in relation to the issues.

Complaint

The Home Buyer says that there are multiple defects with the slate roof and that the Home Builder has not followed their complaints procedure. The property has had full height 'wrap around' scaffold erected since 14 May 2024 to allow inspection.

The Home Buyer states that the Home Builder made a verbal agreement on 17 July 2024 to replace the roof using an alternative sub-contractor. The Home Builder has had a roof survey undertaken but will not share it with the Home Buyer.

It is alleged that the Home Builder has breached section 5.1 of the Code for failing to comply with the Home Builder's Complaints Procedure.

The Home Buyer has requested the Home Builder to re-roof the property with an alternative sub- contractor (not the original installer) and pay £500.00 in compensation.

Defence

The Home Builder says that the claim is 'not founded' as they believe they have provided 'an effective level of aftersales service and effective complaints procedure which the Home Buyer has used.'

The Home Builder says it has used a system to record the complains and to provide feedback to the Home Buyer.

The Home Builder acknowledges that it has taken longer than hoped to fully resolve the issues with the roof, and says that this is due to a variety of factors, the majority of which are outside their control, such as the weather. There have been more than 40 communications issued to the Home Buyer and a list of communications has been provided.

Findings

While the email correspondence demonstrated that the Home Builder was in regular communication with the Home Buyer, the Adjudicator found the emails also included apologies for delayed action.

The Adjudicator considered that Section 5.1 of the Code which states that 'the Home Builder must have a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints'. Based on the fact that the initial complaint was raised in December 2023 and the roofing issue was still not resolved over a year later, along with the fact that the scaffold had been in place for 7 months, the Adjudicator determined that the Home Builder, on this occasion, did not have a suitable system in place for handling and resolving the Home Buyer's roofing complaint within a reasonable timeframe. For this reason, the Adjudicator found that the Home Builder had breached the requirements of Section 5.1 of the Code.

Decision

The claim succeeded and the Home Builder was directed to provide the Home Buyer with a clear course of action to resolve the roof defects and provide a reasonable time period to do

so, including being open about the defects identified in the surveyor's report; provide the Home Buyer with independent verification from a chartered surveyor (with knowledge of the local environmental conditions), that any required roof works have been carried out satisfactorily. This is part of the complaint resolution process; pay the Home Buyer £500.00 in compensation for the inconvenience caused by having scaffolding in place for 7 months which has blocked the drive and access to the garden, and which has resulted in noise and falling objects.

Complaint

The Home Buyer says that the Home Builder provided poor customer service and has not resolved the various garden issues within the two-year warranty period. Therefore, the Home Buyer says that the Home Builder has breached sections 4.1 and 5.1 of the Consumer Code for Home Builders.

The Home Buyer has requested that the Home Builder: apologise; fix all the outstanding garden issues; and pay £3,000.00 for the additional expenses incurred and for stress, inconvenience and distress .

Defence

The Home Builder says that it has not breached any section of the Code. The Home Buyers concerns with the garden, that were raised within the two-year warranty period, have been attended to and the Home Builder has continued to work with the Home Buyer regarding other concerns with the garden beyond the expiry of the warranty period.

The Home Builder remains willing to resolve any remaining issues which were raised within the warranty period. Furthermore, it says that it has provided an accessible after-sales service, which was explained to the Home Buyer as required by the Code, and it has made appropriate attempts to resolve any outstanding defects within a reasonable period.

To resolve the dispute, the Home Builder has offered £750.00 compensation in recognition of any inconvenience caused in full and final settlement of the complaint.

Findings

The Adjudicator found that the Home Builder and its contractors made numerous visits and various garden repairs to the Home throughout the dispute. Furthermore, the Home Builder was in dialogue with the Home Buyer throughout. Further the Home Builder apologised for any perceived failure in customer service, and in recognition of any inconvenience and distress, the Home Builder offered £750.00 in the full and final settlement, which the Home Buyer rejected.

Whilst the Home Builder had not resolved the remaining alleged garden issues and had not provided responses to the Home Buyer's satisfaction, the Adjudicator found that the Home Builder had in good faith and reasonable belief made reasonable attempts to resolve the garden issues raised within the two-year warranty period and had offered reasonable compensation for any perceived failings in customer service and therefore had provided an accessible after-sales service and had a system and procedures for resolving the Home Buyer's complaints.

Decision

The claim did not succeed.

Complaint

The Home Buyer says that the Home Builder is in breach of Sections of the Code. The Home Buyer states that she experienced a flooding incident to the ground floor of her house and that the remedial works undertaken by the Home Builder were insufficient. The Home Buyer asserts that the Home Builder has bullied her and overall provided a low level of customer service. The Home Buyer says the problem has been ongoing for several months and contends that this has caused her distress and inconvenience. The Home Buyer being unhappy with the actions of the Home Builder has escalated the dispute to the Resolution Scheme. The Home Buyer has requested that the Home Builder pay compensation in the sum of £15,000.00.

Defence

The Home Builder denies being in breach of any Sections of the Code as asserted by the Home Buyer. The Home Builder says that it has responded to all the Home Buyer's communications although she has sent it over 600 e-mails, not all of which were to do with faults at the dwelling. The Home Builder notes that it has undertaken numerous remedial works at the property and is prepared to attend to faults brought to its attention but records that the Home Buyer has often denied it access to undertake such works. The Home Builder says it remains willing to hold a meeting with the Home Buyer and NHBC but to date the Home Buyer has declined to attend. The Home Builder has not made a settlement offer to the Home Buyer and declines to provide the requested remedy.

Findings

The Adjudicator noted that there was extensive correspondence between the parties albeit to date no further remedial works had been undertaken to the areas of flooring already identified and remedied by the Home Builder.

After consideration of the evidence, the Adjudicator was satisfied that the Home Builder responded to the Home Buyer's communications within a reasonable time period. Additionally, that the Home Builder took steps to rectify the issues brought to its attention by the Home Buyer and was not persuaded that the Home Builder attempted to deny responsibility for the issues reported to it. As such, the Adjudicator was satisfied that the Home Builder did have in place an "accessible after-sales service", and that the Home Buyer was aware of the service and who to contact to report problems, faults, etc.

In relation to dealing with the Home Buyer's complaints, the Adjudicator considered the evidence submitted by the Home Buyer, in particular the copies of e-mail chains, and was satisfied that the Home Builder's replies to the Home Buyer's enquiries were provided in a timely manner.

Further, the Adjudicator was satisfied that the Home Builder made the Home Buyer aware of the applicable dispute resolution arrangements as shown by this referral to the Adjudication Scheme. No breaches of the Code were identified.

Decision

The claim did not succeed.

Complaint

The Home Buyer complains that the Home Builder is in breach of contract; breach of building regulations; breach of planning consent; refusal to rectify the issues with the patio when this had previously been agreed; delays and poor workmanship; and staff telling lies.

The Home Buyer adds that the Home Builder did not respond within the timescale set out in its complaint procedure.

Defence

The Home Builder says that it complied with the requirements of the Code. The Home Builder has not made an offer of settlement.

Findings

The Adjudicator found that they were unable to consider the Home Buyer's concerns regarding non-compliance with planning and building regulations.

Regarding the Home Builder's response to the Home Buyer's concerns about the patio, the Adjudicator found that, when this was first brought to the Home Builder's attention, it arranged for an inspection and responded promptly. However, when the Home Buyer raised this issue again the following year, although the Home Builder acknowledged the complaint, it did not inspect and report back to the Home Buyer for more than two months. While the Home Builder explained that it was reliant on a third party, the Adjudicator was not satisfied that the Home Builder had kept the Home Buyer updated or that it provided him with a realistic timeframe for a response to his complaint. The Adjudicator found that the Home Builder did not provide accurate information about the likely timescale for resolution of this issue and that this breached section 5.1 of the Code.

Turning to the Home Builder's change of position, the Adjudicator considered that the Home Builder and third-party contractor inspected the patio and explained that the inspection showed that there were no issues with the fall of the patio. The Adjudicator was satisfied that the Home Builder had given reasonable consideration to the Home Buyer's concerns, and, although it had changed its position, it had complied with the requirements of the Code.

In relation to how the Home Builder dealt with the Home Buyer's formal complaint, the Adjudicator was satisfied that the Home Builder acknowledged the Home Buyer's complaint and provided a full response in accordance with the timescale set out in its complaint procedure. Further, that its response was very full and covered all aspects of the Home Buyer's complaint.

Decision

The claim succeeded and the Home Builder was directed to provide an apology and pay £100 for the inconvenience caused.

Complaint

The Home Buyer stated that the Home Builder breached Code Sections 4.1 and 5.1, because it did not respond to her complaint in accordance with its complaint procedure timeframes. It also discriminated against her.

The Home Buyer has requested that the Home Builder should apologise to her, provide her an explanation, change the orientation of the fence at the Property, and pay her £15,000.00 in compensation.

Defence

The Home Builder submitted that it did not receive an official complaint from the Home Buyer. It is happy for the Home Buyer to change the orientation of the fence that she is responsible for, but she will need to complete these works at her own cost and convenience.

Findings

The Adjudicator found that the Home Buyer's complaint that the Home Builder discriminated against her fell outside the scope of the Code and Scheme, and is not a matter that could be adjudicated upon under the Rules of the Scheme.

The Adjudicator was satisfied that the Home Buyer complained to the Home Builder before she complained to the Scheme. The available information indicated that the Home Buyer was able to gain reasonable access to the Home Builder's after-sales service. The Adjudicator did not find a breach of Code Section 4.1.

The Home Builder breached Code Section 5.1, because it delayed in resolving the Home Buyer's complaint about snagging items and the orientation of a fence at the rear garden.

Decision

The claim succeeded, and the Adjudicator directed the Home Builder to: issue the Home Buyer with a written apology, pay the Home Buyer £100.00 in compensation for inconvenience; and investigate the Home Buyer's complaint about snagging items and report its findings and any proposed remedial action to her.

Complaint

The Home Buyer says that the Home Builder breached Code Sections 4.1 and 5.1 due to the inaccessibility of its after-sales service and its handling of her complaint about a leak that caused damage at the Property. Its failure to resolve the issues arising from the leak caused prolonged disruption to her and her family, as well as financial hardship, and unnecessary distress. The Home Buyer has requested that the Home Builder should apologise to her, and pay her £2,162.00 in compensation.

Defence

The Home Builder says that it acted promptly to rectify the leak and issues arising from the leak. It repaired damage at the Property caused by the leak. It kept in constant email contact with the Home Buyer to keep her informed of progress. The Home Builder has offered to apologise to the Home Buyer and pay her £250.00 in compensation.

Findings

The Adjudicator found that the Home Builder's after-sales service was accessible. The Home Buyer was able to access the Home Builder's after-sales service, having reported the leak which occurred after the sale of the Property and which the Home Builder acknowledged, corresponded with the Home Buyer and made various arrangements to investigate and resolve. As such, there was no breach of section 4.1 of the Code.

However, the Adjudicator found that the Home Builder breached Code Section 5.1, because it failed to deal with the Home Buyer's request for compensation properly or that it resolved this aspect of the Home Buyer's complaint within a reasonable period of time. The Home Builder failed to reply to the Home Buyer either disputing that it was liable to pay the Home Buyer compensation or accepting that it would pay the Home Buyer compensation. The Home Builder failed to clearly set out its position to the Home Buyer, as a result of which the Home Buyer had to chase the Home Builder a number of times to secure progression of this issue.

In addition, the Home Buyer wrote to the Home Builder regarding several ongoing issues at the Property. She complained about matters including leaks, installation issues and faulty equipment. The Adjudicator found no evidence that the Home Builder investigated the issues the Home Buyer raised or provided her a substantive response in relation to each of the issues that she raised.

Decision

The claim succeeded. The Home Builder was directed to investigate the Home Buyer's complaint that there are ongoing matters at the Property; provide the Home Buyer with a written response setting out the findings of its investigation into each of the issues outlined and provide the Home Buyer with its written proposals regarding any remedial action that it proposes to carry out in relation to the issues. The Home Builder was also directed to provide an apology and pay £500 for the inconvenience caused.

Complaint

The Home Buyer's complaint primarily regards the way in which a number of snagging items have been handled, a number of which were reported during December 2023, and remain outstanding as of the date of this decision.

The Home Buyer argues that the general levels of service provided have been poor, the Home Builder has been slow to respond to snagging items that have been reported, and they have not engaged with the LABC in an effective and timely manner during their dispute resolution processes.

The Home Buyer has claimed £5,000.00 in compensation, an apology from the Home Builder, and for the Home Builder to take practical action with regard to their concerns.

Defence

The Home Builder disagrees that there have been any breaches of the Code and it has fulfilled its obligations under the reservation agreement.

The Home Builder argues that while it apologises for any dissatisfaction caused during the provision of an after-sale service, the Home Buyer's complaints have been addressed, appropriate action has been taken, and the Home Builder has offered suitable forms of resolution to a number of these complaints.

Findings

The Adjudicator found that there had been breaches of both Section 4.1 and 5.1 of the Code in this case. There was evidence to show that the Home Buyer had to chase the Home Builder for a response to their complaints on a number of occasions, and the level of after-sale service provided could have been improved including the Home Builder believing some issues had been resolved when no works had been carried out.

The Adjudicator concluded that Irrespective of whether or not the Home Builder had an obligation to remedy the issues complained of, they still had an obligation to investigate into, and respond to, complaints raised within a reasonable period of time.

Decision

The claim succeeded. The Home Builder was directed to provide the Home Buyer with a breakdown of the items they remain agreeable to attend to, and reasonable estimations as to when these will be resolved as well as to provide the Home Buyer with a breakdown of the items they are not agreeable to resolve and provide the Home Buyer with a clear explanation as to why they disagree that they should be so liable. The Home Builder was also directed to pay £300 for the inconvenience caused.

Complaint

The Home Buyer says that the Home Builder failed, despite repeated complaints, to remedy issues with an Electric Vehicle (EV) charging point associated with the Home.

The Home Buyer has requested that the Home Builder supply an explanation as to why the EV chargers were not tested and operational at completion; give an action plan and timeframe for the EV chargers across the development; pay reimbursement for additional costs and inconvenience in the sum of £15,000.00.

Defence

The Home Builder says that it is aware of the issue with the EV charging point, and that it has now taken action to ensure that the issue is resolved.

The Home Builder has made no offer of settlement.

Findings

The Adjudicator considered that the Home Buyer complained about the EV issue in early May 2022. The Home Builder took no steps to deal with the complaint, and instead told the Home Buyer that the issue was not the Home Builder's responsibility, but the responsibility of the property management company.

Further, that the Home Builder continued in this position until February 2025, when the complaint was made to the Code's Independent Dispute Resolution Scheme.

The Adjudicator found that the Home Builder's behaviour was not compliant with Section 5.1 of the Code. It did not deal with the Home Buyer's complaint and it did not provide a resolution in anything resembling an appropriate time.

Decision

The claim succeeded and the Home Builder was directed to write to the Home Buyer with an explanation of why the EV charging points were not tested and deemed operation prior to completion; (If it has not already done so) resolve the issues with the Home Buyer's EV charging point within 20 working days of the date on which CEDR notifies the Home Builder that the Home Buyer has accepted the decision; and pay the Home Buyer the sum of £500.00 compensation for inconvenience.

Complaint

The Home Buyer says that the Home Builder has failed to resolve a number of snagging issues within the Home within a reasonable period of time.

The Home Buyer has requested compensation in the total sum of £15,000.00.

Defence

The Home Builder says that the Home Buyer's complaint relates to the NHBC's technical standards and should not be considered through this scheme.

No offer of settlement has been made.

Findings

The Adjudicator found that when snagging issues are reported to a Home Builder, the Home Builder has an obligation to investigate into these issues, determine what works they are agreeable to complete, if any, and then respond to the Home Buyer in an effective and timely manner.

Here the Adjudicator concluded that the Home Builder should have either provided the Home Buyer with a clear snagging list they would attend to work on, and reasonable estimations as to when they would seek to complete these works by, or a clear explanation as to why they did not consider certain issues as defects they would need to attend to.

The Adjudicator considered that the Home Buyer had referred a snagging list to the Home Builder and that over sixty contractors had attended between a 12-month period including a number of appointments that were not attended to, appointments that needed to be rearranged, and occasions where contractors have arrived unannounced. Further, that that a final position on the outstanding snagging issues has not been made, and that the Home Builder is continuing to address these issues with the Home Buyer.

While the Adjudicator noted that the Home Builder remained committed to resolving these issues, and it was clear that the Home Builder was seeking to carry out further works, it was not clear to the Adjudicator why there was not a more definitive plan in place to address these issues and that it was not apparent that the Home Builder was much closer to being able to offer the Home Buyer their final position on these issues. The Adjudicator therefore found breaches of sections 4.1 and 5.1 of the Code.

Decision

The claim succeeded. The Home Builder was directed to outline which items they were agreeable to attend to, the scope of works they intend to complete, and a reasonable estimation as to when the Home Buyer can expect these works to be completed by; outline which items they were not agreeable to attend to and provide the Home Buyer with a clear explanation as to why they are not agreeable and to pay £350 for the inconvenience caused.

Complaint

The Home Buyer says that the boiler should not be located in the bedroom of their new house as it is a health and safety risk. They reported this to the sales representative and site manager.

It is alleged that the Home Builder has breached section 4.1 of the Code for failing to provide the required level of after sales service. The Home Buyer has requested either for the Home Builder to relocate the boiler downstairs or somewhere else that is safe or to pay the Home Buyer £6000.00 to allow them to employ a contractor to move the boiler.

Defence

The Home Builder has provided the signed reservation agreement, and the drawing referred to in it, to demonstrate that the Home Buyer was shown a plan of the bedroom with the boiler in a cupboard at reservation stage.

The Home Builder says that once the Home Buyer raised concerns around the boiler, the customer service team assured them that the boiler was 'room sealed' and therefore complies with the Gas Safety Regulations 1998. The Home Builder has also provided an email from the manufacturer to confirm this. The Home Builder therefore rejects the Home Buyer's claim.

Findings

The Adjudicator determined that the Home Buyer knew the location of the boiler when they purchased the property (as evidenced on the Reservation Agreement) but subsequently raised concerns about it.

The Adjudicator was satisfied that the Home Builder's customer service department responded to the Home Buyer's concerns with factual information to explain why the boiler is permitted in the bedroom linen cupboard and why it complies with the regulations.

The Adjudicator found no evidence to demonstrate that the after-sale service was inaccessible and for this reason, found that the Home Builder had not breached the requirements of section 4.1 of the Code.

Decision

The claim was unable to succeed.

Complaint

The Home Buyer says that the Home Builder is in breach of the Code. The Home Buyer states that the Home Builder has incorrectly laid the lawned areas at his home, leaving the grass difficult to maintain and unpleasant to walk on. The Home Buyer asserts that the lawned areas are full of rubble and debris and he is unable to properly aerate the grass, and while he acknowledges the Home Builder had its landscape sub-contractor return to the property, he refutes its allegation that he is not sufficiently nor correctly maintaining the lawns.

The Home Buyer believes the Home Builder should remove all rubble and relay the turf on proper topsoil.

Defence

The Home Builder denies being in breach of any Sections of the and says that it advised the Home Buyer when he took possession on how to maintain the lawns, but a re- inspection by its landscape sub-contractor identified that he was not sufficiently implementing the recommendations.

The Home Builder notes that it implemented the groundworks at the property to a status higher than that required by the warranty provider. The Home Builder says much of the rubble identified by the Home Buyer results from him digging out to erect a large shed in the garden. The Home Builder confirms it finds no faults with the lawns, has not made a settlement offer to the Home Buyer and declines to relay the lawned areas.

Findings

The Adjudicator found that the parties had an ongoing exchange of communications for a period of almost twelve months before the Home Builder issued its final position. However the Adjudicator was not persuaded that the Home Builder attempted to deny responsibility for the issues reported to it and instead had its landscaping sub-contractor attend the property to undertake an on-site inspection of the lawned areas. The findings of the sub-contractor were shared with the Home Buyer.

The Adjudicator considered that the Home Builder explained to the Home Buyer the groundworks methodology during the construction stage and detailed the landscaping, topsoiling, and turfing processes that were employed by the sub-contractor. However the Home Buyer did not retain any third-party independent professionals to inspect the lawns and issue a report to support his position.

The Adjudicator found that the Home Builder responded to all of the Home Buyer's communications within a reasonable time period and took steps to rectify the issues brought to its attention by the Home Buyer. The Adjudicator was satisfied that the Home Builder acted reasonably in seeking the inputs of other entities, and in organising its sub-contractor to return to the property. Accordingly they found no breach of section 4.1 of the Code.

Further, the Adjudicator was satisfied that the Home Builder's website contained detailed information on its Complaints Procedure, including how to access the dispute resolution process and that the Home Builder had in place a system and procedure as required by Section 5.1.

The Adjudicator found no unreasonable delay in the Home Builder responding to the Home Buyer's complaints and that the Home Builder referred to its sub-contractor and had it undertake an on-site inspection and offered guidance to the Home Buyer in respect of maintenance of the lawned areas.

The Adjudicator was satisfied that the Home Builder dealt with the issue of the lawns in a reasonable time, notwithstanding the Home Buyer's contention that he experienced a prolonged process of complaint handling.

Decision

The claim was unable to succeed.

Complaint

The Home Buyer says that the Home Builder breached Code Sections 4.1 and 5.1, in its after-sales service and its handling of his complaint about a significant water leak that occurred at the Property in October 2024.

The Home Buyer has requested that the Home Builder should apologise to him, provide an explanation, and pay him £2,345.95 towards the cost of initial investigations and remedial works in respect of the leak.

Defence

The Home Builder says that it cannot pay the charges for the initial investigation and remedial works. Although it agreed to rectify some of the issues arising from the leak, it does not have any evidence of who or what caused the leak.

No offer of settlement has been made.

Findings

The Adjudicator found that the Home Builder's after-sales service was accessible. The Home Builder acknowledged the Home Buyer's report about the leak, arranged for the leak to be investigated and recommended that the Home Buyer contact his home insurance provider. The Adjudicator found no failing in respect of the provision of contact and guarantees/warranties information and no breach of Code Section 4.1.

In relation to Code Section 5.1, the Adjudicator advised that the fact that the Home Builder has not carried out the steps that the Home Buyer has asked for does not automatically lead to the conclusion that the Home Builder breached Code Section 5.1. A home builder can be found to have resolved a complaint under Code Section 5.1 if they have acted reasonably in investigating the complaint and providing a reasoned response, even if the home buyer does not agree with its conclusion on the complaint. Under Code Section 5.1, the Home Builder would need to show that it investigated the issues in the complaint, it responded to the issues in sufficient detail and clarity, and the conclusion that it reached was supported by the evidence it had available to it.

Here, the Adjudicator found that it was not unreasonable for the Home Builder to refer the Home Buyer to his home insurance provider and to refuse to pay for the cost of the works the insurer carried out. However, the Adjudicator found that the Home Builder breached Code Section 5.1 because it incorrectly informed the Home Buyer that the water meter was fitted by the water company when in fact the meter had been fitted by its subcontractor. The Home Buyer then contacted the water company which the Adjudicator felt could have been avoided and this contributed to the delay in resolving the complaint.

Findings

The claim succeeded and the Home Builder was requested to provide an apology and pay £250 for the inconvenience caused.

Complaint

The Home Buyer says that the Home Builder has not fulfilled its obligations under the Code with respect to the garages in the building purchased by the Home Buyer.

The Home Buyer has requested: an apology; that the Home Builder reverse engineer each mistake made in respect of what it has represented the Home Buyer's interest as being in the garage spaces within the Home, in order that the purchasers of the Garage Properties receive the correct information; compensation of £15,000.00.

Defence

The Home Builder says that it has fulfilled its obligations under the Code with respect to the leased garages.

No offer of settlement has been made.

Findings

The Adjudicator found that while the Home Buyer was clear that he disagreed with the Home Builder's stance regarding the legal status of the garages, and that the Home Builder's agents at times making errors regarding ownership of the garages, nonetheless Section 5.1 of the Code does not require that the Home Builder always be correct, but only that any response provided to the Home Buyer be substantive and made in good faith.

The Adjudicator found that this standard to had been met as the Home Builder had responded to the Home Buyer on multiple occasions, laying out clearly its understanding of the legal status of the garages.

The Adjudicator made no finding as to whether the Home Builder's understanding of the legal status of the garages was right or wrong as that question did not fall within the scope of the Code. However, determined that even if the Home Buyer's legal argument was correct, it would only entail a conclusion that the Home Builder's responses to the Home Buyer were wrong, not that they were not made in good faith. The Adjudicator did not find that the Home Buyer's arguments were so clearly correct that the Home Builder could not disagree with him in good faith on the issue.

Decision

The claim did not succeed.